

**HARMONY
COMMUNITY DEVELOPMENT DISTRICT**

**AUGUST 26, 2021
REGULAR MEETING AGENDA PACKAGE**

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

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

Remote participation options will continue to be provided for public attendance.

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

Telephonic via Call-In: 929-205-6099

Meeting ID Access Code: 4276669233#



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

Harmony Community Development District



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

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

August 19, 2021

Board of Supervisors
 Harmony Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Harmony Community Development District will be held on Thursday, August 26, 2021 at 6:00 pm at the Grace Community Church, 5501 East Irlo Bronson Memorial Highway, St. Cloud, Florida 34771; & via ZOOM teleconference: <https://zoom.us/j/4276669233>.

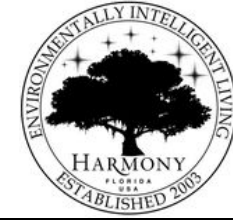
Call-In Number: 929-205-6099

Meeting ID Code: 4276669233#

Following is the advance agenda for the meeting:

1. **Roll Call**
2. **Audience Comments** (Maximum of 3 Minutes per Speaker)
3. **Consent Agenda Approval**
 - A. **July 29, 2021 – Regular Meeting Minutes** [Page 6]
 - B. **District Financial Statements for July 31, 2021** [Page 40]
 - C. **Expenditures: #256 Invoices, Check Register, & Receipts** [Page 54]
 [Invoices and Debit Receipts Available Upon Request]
4. **Old Business**
 - A. **Buck Lake Committee**
 - Minutes of April 26, 2021 Meeting w/ Harmony West [Page 64]
5. **New Business**
6. **Subcontractor Reports**
 - A. **Servello Landscape Solutions**
 - i. Grounds Maintenance Status
7. **Staff Reports**
 - A. **District Engineer**
 - i. Monthly Report Summary [Page 84]
 - Dog Park Status
 Attachment (A) Fencing Plan Revision 1 [Page 87]
 - Five Oaks Crosswalk
 - Reserves Study Kickoff
 - Footbridges Repair Update
 Attachment (B) Dock-Ters Change Order [Page 90]
 - Garden Road & RV Parking Lot
 - Cherry Hill Rear Yard Swale Repairs
 - Billy’s Trail Conditions Inspection
 - Alleyway Milling & Resurfacing
 - Milkweed / Dark Sky Concrete

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ii. Service Authorization Amendment

- #1 Change Order Request [Page 93]
 - Attachment (A) June & July Invoices [Page 95]
 - Attachment (B) August Invoice (*Draft*) [Page 100]
 - Attachment (C) Hourly Rates Schedule [Page 104]

B. District Counsel

- i. Monthly Report Summary [Page 108]
 - a. Davey Tree® Settlement
 - b. Servello® Contract Extension
 - (*Draft*) Renewal of Servello Maintenance Contract [Page 110]
 - c. Chapco® Fence Installation Agreement
 - d. Florida Reserve® Study and Appraisal Agreement
 - e. Parking Facility License Agreement and Liability Waiver
 - (*Draft*) Parking Facility License Agreement [Page 112]
 - Exhibit (A) Harmony CDD Parking Facility Location Map
 - Exhibit (B) General Release and Indemnity Agreement [Page 117]
 - Exhibit (C) Harmony CDD Parking Facility Policies [Page 119]
 - f. Garden Lot License Agreement and Liability Waiver
 - (*Draft*) Garden Lot License Agreement [Page 120]
 - Exhibit (A) General Release and Indemnity Agreement [Page 121]
 - g. Consideration of Damaged Tree Demand Letter
 - h. Considerations in Amending District Contracts

C. Field Manager

- i. Facilities Maintenance (*Parks, Pools, Docks, Boats, etc.*) [Page 125]
- ii. Facility Use Records (*Inclusive - Boats & Other*) [Page 157]
- iii. Proposals – Replacement Rescue Boat
 - a. Yamaha – Bass Tracker Classic 16XL w/ 50ELPT & Trailer – \$17,300.20 [Page 162]
 - b. Tracker Marine – Suntracker BB16XL w/ 50ELPT (no Trailer) – \$19,421.50 [Page 164]

8. District Manager’s Report

A. FY 2022 Meeting Location

B. Facilities Usage Applications

- i. John Madden: Soccer Field – T-Ball; 09/03/2021 to 11/12/2021; Fridays Only [Page 168]

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,

Angel Montagna

Angel Montagna
 District Manager

Third Order of Business

3A.

**MINUTES OF MEETING
HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, July 29, 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	Assistant Secretary
Kerul Kassel	Assistant Secretary

Also present were:

Angel Montagna	District Manager: Inframark
Tim Qualls	District Attorney: Young Qualls, P.A
Gerhard van der Snel	Field Services Manager
Julie Yevich	Asst. DM: Inframark
Scott Feliciano	Servello
Residents and Members of the Public	

FIRST ORDER OF BUSINESS

Roll Call

Supv Kramer called the meeting to order at 6:00 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Closed Litigation Session

Supv Kramer stated the first item on our agenda is the Closed Litigation Session. We are going to conduct a private attorney-client session. We as the Board are the client and we have our attorney. There is a pending lawsuit that we have been involved in with Davey Tree and they have provided us with some settlement offers so we will be closing this session to discuss that. No action will be taken. I do not know how long it will be, but I would say 20 minutes as an estimate. In the session the Board members – Supervisors Berube, Kassel, Leet and Kramer will be in the session, as well as our attorney, Mr. Tim Qualls and our District Manager, Ms. Angel Montagna. Those will be the only people permitted in the session per statute as well as a court reporter. Once the litigation is completed, then and only then, will that information be available as part of the public record.

At this time the audience and all others in attendance were asked to step outside the meeting room and the Closed Litigation Session was conducted.

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The audience returned to the meeting at 6:31 p.m.

THIRD ORDER OF BUSINESS

Audience Comments

Supv Kramer stated we have two speaker forms. First is Mr. Paul Maldonado.

Mr. Paul Maldonado, 7500 Castlewood Court, stated my purpose today is to talk about some issues with the RV parking lot. I would like to start off by saying I am going to try to read it and then provide you a copy of what it says for the minutes. Having access to this parking lot made me select our neighborhood as my new home. This is actually one of the features I liked the most. When searching for homes I gave my realtor a set of demands and one of the strongest was the ability to park my RV somewhere nearby. Not many places provide that feature; I did find some up in Leesburg or north in Clermont which are far away from my family, so I decided to stay at Harmony. That was my final decision-making point. I mention that for a reason and will get back to that later. On June 8th of this current year

Supv Kramer reminded Mr. Maldonado that it is close to his three minutes.

Mr. Maldonado stated on June 8th of the current year, while I was getting ready to pull out, my RV to go on a trip and I found that it had been vandalized. I tried several things and spoke with Mr. van der Snel and went with the police officer. He then guided me back to the HOA, I went to the HOA and they started, with all due respect, pointing fingers at each other, not my responsibility it is his, not mine it is his. I need solutions, I need help. Nothing came of that, so I wanted to bring it up, so you know where I am coming from. As a user of the RV parking lot I believe much can be done to improve its use; I bring the issue up so that perhaps some attention is brought to these issues. First of all, the lot seems to be in a completely abandon state, for starters the access road to the lot is in dire need of repair. The lot itself has weeds popping up everywhere, security is non-existent. I also find that there is a need to define responsibilities for the lot because of what I said in the beginning "It's not my job, it's his." and I think that needs to be clarified and I think the best way to do that is define exactly who is responsible for what and let us, the users, know who we need to see and go to if we have a problem; right now that is not clear. Remember the equipment in there is expensive equipment. Thus, I believe that defined responsibility of the party should be the first order of business. I am not here to tell you how to do your business, but I think it is important that it be resolved

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first. There are several things that can be done to secure the lot – one is the gate; the gate is there and sometimes it stays open. People go in, leave it open, they leave, it is not closed. When I am around, I also participate in the garden, when I am around and see the gate open, I will do a round and will close it if nobody is there, but I am not there all the time. I think that maybe the CDD employees that are around could probably, if they notice the gate is open, make a round, and if nobody is there, lock it. Help us secure it somehow. There is some stuff I put on the paper and I would like to share with you that maybe if you can go through it later, I think they are good improvements. The most important one that can probably be done right away is the use of security cameras.

Supv Kramer stated what I will do is, we will make a copy of this and distribute to all the Board members so they have it and we will be speaking about this issue later. I appreciate your time and your interest. The second speaking request is David Farnsworth.

Mr. Farnsworth, 3336 Cat Brier Trail, stated good to see you all again and, Angel, to meet you.

Ms. Montagna stated nice to meet you.

Mr. Farnsworth stated I know your time is valuable and I will try to stay within the three minutes. I have some handouts to give as I go through here. One thing I want you to remember while I am going through this, I do not have an eidetic memory, I am older than Biden so forgive me if I refer to my notes once in a while. My first concern is the minutes which I have pestered all of you about at one time or another. I have tried since February to get a copy of the workshop minutes and eventually, after all of that, what I was sent was this if you have not seen it. When you look at that you will see there is so little there, no content, that as far as I am concerned it was an insult; I mean a real insult. I thought, what do I do next, and that is when I noticed in the current agenda that there is an entry there for the workshop minutes and now if you compare what I just reprinted you have it in your agenda. If you compare what you actually ended up there with what I consider to be an insult, there is not much difference. When I looked at that all I could do was shake my head and laugh. In the meantime, I actually took the recorded minutes I had been supplied and went out to a commercial online for 10 cents per minute, \$12.83 and a little bit of my time, this is what I ended up with. That is at least close to useful. The stuff you have in front of you that you are going to vote on and

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potentially post tonight is not useful. That brings me to the second concern which basically has to do with what is posted on the website and the currency. This is a comparison of what is currently on the minutes page and what should be on there. Supervisor Leet has already acknowledged that there are problems and he has promised to do his best to get everything up to snuff and I trust that he is a man of his word. The final concern has to do basically with the change over of assignments of irrigation and field services.

Supv Kramer stated I am sorry Mr. Farnsworth your three minutes are up.

Mr. Farnsworth stated as I said that is my final concern so I have wondered if I should ask for communications in order to clear it up. I have searched and I just cannot get it straight in my head why it happened. I was wondering if I should ask for communications between the Board and Inframark to try to get straight what the dickens is going on. I salute you, good night.

FOURTH ORDER OF BUSINESS

Public Hearing for Adoption of the Fiscal Year 2022

A. Fiscal Year 2022 Budget

Supv Kramer asked Ms. Montagna did you have anything to discuss as far as the budget is concerned?

Ms. Montagna responded no, I did not. I think Mr. Koncar and the Board covered it at the last meeting. You came to the conclusion of what you wanted your Fiscal Year 2022 budget to be which is what is presented in front of you.

Supv Kramer asked any discussions or thoughts?

Supv Berube responded it is the same as we technically approved a couple three months ago. Right?

Supv Kramer responded in May. At this point we will open the public hearing.

Do we have any comments, concerns or thoughts from the public concerning our proposed budget?

Hearing no members of the public coming forward, I will close the public hearing and bring it back to the Board.

B. Consideration of Resolution 2021-06 Adopting the Fiscal Year 2022 Budget

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Supv Kramer stated the next item on the agenda is the consideration of Resolution 2021-06 adopting the fiscal year 2022 budget.

On MOTION by Supv Kassel seconded by Supv Berube, with all in favor, Resolution 2021-06 Adopting the Fiscal Year 2022 Budget was adopted. (4-0)

C. Consideration of Resolution 2021-07 Levying the Assessments for the Fiscal Year 2022 Budget

Supv Kramer stated next item on the agenda is consideration of Resolution 2021-07 levying the assessments for the fiscal year 2022 budget.

On MOTION by Supv Berube seconded by Supv Kassel, with all in favor, Resolution 2021-07 Levying the Assessments for Fiscal Year 2022 Budget was adopted. (4-0)

FIFTH ORDER OF BUSINESS

Consent Agenda

- A. Approval of June 24, 2021 - Regular Monthly Meeting Minutes**
- B. Financial Statements for June 30, 2021**
- C. Approval of: #255 Invoices, Check Register, and Receipts**
- D. Approval of February 18, 2021 Workshop Minutes**

Supv Kramer outlined the consent agenda.

Supv Berube stated I have a question on the TOHO water invoice. Last months was significantly down and this month's water invoice is at \$18,900.00. That is highest we have ever had. Is there some reason for this? It has been raining.

Supv Kramer stated we had an invoice in July 2020 for \$19,788.90. I noticed it was high although those months were high previously and I assumed some of that has to do with them opening the valves fully. They found some of the valves shut and this was again for the middle of May to the middle of June.

Supv Kassel stated it was still very dry at that time. It did not start raining until the end of June.

Supv Leet stated that was the same time of year as the previous highest.

Supv Kramer stated this is the middle of May when we were still in that drought period.

Supv Leet stated it lines up with the previous being the high point.

Supv Kassel asked was the previous years \$19,000.00 June to July?

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Supv Kramer responded the actual May 29th through June 16th last year was about \$9,000, but again you have to consider the different rainfall and we were getting more rainfall last year during that time. Then you jump from June 16th to July 16th and then it got really dry again last year and it went up \$18,000.00 for that month. Then the following month it went up to almost \$20,000.00. Again, your rain patterns were different this year than last year. Our dry period going into the rainy season was a lot drier and longer.

On MOTION by Supv Berube seconded by Supv Kassel, with all in favor, the consent agenda was approved. (4-0)

SIXTH ORDER OF BUSINESS

Old Business

A. Reserve Study

Supv Kramer stated the first item is a reserve study. At our last meeting we had a couple of fairly disparate prices on reserve studies. We now have five reserve study quotes and again, they run from \$3,650.00 all the way up to \$25,000.00; it is quite a wide range.

Ms. Montagna stated you have some representatives on Zoom if the Board has any questions.

Supv Berube stated last month you recommended one of these companies.

Ms. Montagna stated Florida Reserves.

Supv Berube asked who is Facilities Advisors Florida?

Ms. Montagna responded Ms. Yevich got them. Which are on the line?

Ms. Yevich responded Pierre from Facilities Advisors Florida.

Ms. Montagna asked is that the only one that was joining?

Ms. Yevich responded nobody else responded.

Supv Kramer asked is anyone on the line?

Ms. Yevich responded Pierre is on the line, he is muted.

Supv Leet stated I see him talking do we the audio?

An unidentified speaker stated everything on you hear in here.

Supv Berube stated the District Manager's recommendation was Florida Reserve Study and Appraisal.

Supv Kassel stated page 128.

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Supv Kramer stated unfortunately so many of the names are almost the same.

Ms. Montagna stated this one I have worked with a lot, they are all good, they are all going to do the same services.

Supv Berube asked do we have anyone from Inframark who has experience with Facilities Advisors Florida? Or our engineer?

Ms. Montagna responded I do not. I think Mr. Hamstra does.

Mr. Hamstra stated I have worked with Reserve Advisors and it was a good experience.

Ms. Montagna stated that one is \$12,500.00.

Supv Kramer asked did you not also mentioned Dreux Isaac and Associates at Vista Lakes?

Mr. Hamstra responded Reserve Studies is who I worked with at Vista Lakes; I am sorry Reserve Advisors.

Supv Kramer stated I noticed they had worked with Viera East and with Celebration's HOA. Most of Celebration's facilities, like their pools and things, are under their HOA.

Ms. Montagna stated correct.

Supv Kramer stated this would show they have more experience with a larger community like our own, and they did mention a lot of what we have and shown a familiarity. My concern with some of the other lower price ones, I like their price point, but they are with very small HOA's or CDD's or actually condos. My concern would be whether or not they would have the experience or if they even understand. It does not seem like they looked at our community before giving us a bid.

Ms. Montagna stated most do not. When you decide on one, they come out and do a full site inspection of everything. Florida Advisors has done Fishhawk I, II, III and IV which is a little bit larger than Harmony. However, Celebration CDD just last night just approved Reserve Advisors that you have in here for \$12,500.00 to do the CDD portion which is quite large as well.

Supv Kassel stated I would like to confirm actually that Florida Reserve Study and Appraisal, whom you have worked with before, is proposing \$7,200.00 and then a reserve study update which would be up to three years later would be another \$5,700.00. Do we have ...

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Supv Kramer stated I was surprised by that difference.

Ms. Montagna stated there are two different things, the full service reserve study with site inspection level one is \$7,200.00 and then usually three to five years they say you should have it updated and that is what they are saying your update with another site inspection would be another \$5,700.00.

Supv Kassel stated only up to three years. They are only guaranteeing that price for three years.

Ms. Montagna stated correct, you are right.

Supv Berube stated let us remember this is a living document and it changes all the time as things change in the community. If you go with, and I happen to like Facilities Advisors Florida because for the dollars they seem to have the most complete listing and details and it does not look like there is a whole lot of fluff there. If you are planning on renewing or redoing the reserve study in three to five years and you spend a lot of money on the first time and you change it as time goes along and you go back and spend a lot of money renewing it, why not just take a shot with the lower price companies and see what it looks like. We are going to modify this thing over time anyway and if we do not like it then in three years you go back and ask for somebody else to do it again if you think there's a problem. It is not necessarily of the company that you are dealing but who the people are that they send out here. I am in favor of going for the low buck ...

Supv Kramer stated I have a concern. I appreciate your thoughts on the low dollar, but again my concern is that I do not, I am concerned that they do not know what they are stepping into. Again, they did not indicate at all that they have extensive knowledge of what Harmony is, of our size or what our facilities are.

Supv Kassel asked are you talking about Florida Reserves?

Supv Kramer responded no, Facilities Advisors. It is the one for \$3,650.00.

Supv Kassel stated I thought we knocked that one out.

Supv Kramer stated he is supporting them.

Supv Kassel stated I support Florida Reserve Study and Appraisal.

Supv Kramer stated it (Facilities Advisor) is basically a one-man operation with small CDD's, very small, I was surprised at how small the CDD's are they have worked with. They have worked with HOA's and condos again, smaller ones and my concern is I could not support Facility Advisors or Community Advisors, both of those were of

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concern to me. Again, I was interested in Florida Reserve Study and Appraisals, they have two engineers on staff. I was a little concerned about why so much for the follow up study since most of the work will be done in the upfront study. My second choice would be Reserve Advisors because of the large communities they work with that are a lot more of our size. Supervisor Leet do you have any input?

Supv Leet responded I would defer to our engineer; I believe he said he has worked with Reserve Advisors previously.

Mr. Hamstra stated my experience was very positive and they were very thorough. I do not know how much you are going to get out of \$3,600.00 knowing the business, as far as detailed investigation and reporting.

Supv Leet stated I would defer to that; that would get my vote.

Supv Berube asked you are on Florida Reserve Study and Appraisal at this moment?

Supv Leet responded Reserve Advisors.

Supv Kassel stated Reserve Advisors, \$12,500.00. Ms. Montagna your experience is that the CDD's you worked with who used Florida Reserve Study and Appraisal have been happy with their work.

Ms. Montagna stated yes, they have.

Supv Kassel asked and they are of comparable size and complexity?

Ms. Montagna responded yes.

Supv Kassel MOVED to approve the Florida Reserve Study and Appraisal proposal at \$7,200.00 and Supv Berube seconded the motion.

Supv Kramer asked is there any other discussion? Like I said, I am split between the two, Florida Reserve Study and Appraisal did have larger CDD's in it, so between the two, and again, this is an extremely important decision and it is so hard to make that decision on (inaudible) . At this point I will call the question.

On VOICE vote, with all in favor, the motion was approved. (4-0)

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Supv Kramer stated if you will move forward with that Ms. Montagna. I am sure they will work closely with our engineer also.

Ms. Montagna stated yes, definitely.

B. Discussion of Pre-Payment of Parcel VC-1

Supv Kramer stated Parcel VC-1 is our lakefront parcel. It was donated to us and we have a continuing debt service on that. Do you have some information on that?

Ms. Montagna responded basically I think Mr. Koncar or Ms. Suit, I am not sure which one at which time brought this up and I do not know if it was ever brought up again. Basically, you can save \$126,000.00 per year but it is going to cost you roughly \$253,000.00 of your unassigned cash to be able to pay that parcel off, but it will save you \$123,000.00.

Supv Berube asked per year or over the whole thing?

Ms. Montagna responded for the whole thing.

Supv Kramer stated this was presented to me by Ms. Helena Randel. If we pay it currently on an annual basis the total over time will be \$399,001.03. If we pre-pay and make that payment by September 15th of this year, it will cost us \$272,962.00 for a savings of \$126,039.03. It is a significant savings, and this would be done with. My only concern is, is this the year to do it in or should we get our reserve study, look at our finances and then decide maybe next year to make the decision on this payoff.

Supv Kassel asked when do we have to make a decision by?

Supv Kramer responded it has to be received by the Trustee by September 15th, so basically at the August meeting you have to make a decision.

Supv Kassel stated here is my question, will we have the reserve study?

Supv Berube responded no; 10-weeks.

Supv Kramer stated I do not want to rush the reserve study.

Supv Berube stated the reserve study is 10-weeks out. I would agree to defer until after the reserve study and let that land be part of the reserve study so we have a better idea of not only the payoff on it but what we may anticipate to maintain it. That all figures into the financial decision that we need to make about that. I would wait until after the Reserve Study to make that decision.

Supv Kassel stated I am in agreement.

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Supv Leet stated agreed.

Supv Kramer asked do I hear a motion to defer this until after the reserve study.

On MOTION by Supv Leet seconded by Supv Berube, with all in favor, to defer until after the reserve study was approved. (4-0)

Supv Berube stated maybe you make it part of the budget discussion.

Supv Kramer stated that is a good idea.

SEVENTH ORDER OF BUSINESS

New Business

A. Discussion of Verizon Contract

Ms. Montagna stated you have seven devices, one being a hot spot, with that for two of those devices there is no scheduled payoff for those and then you have five others that have a payoff. The total is \$1,522.35, the District will own those devices and once you make a decision tonight, we would go back to Verizon and they would cancel/stop the service. You will probably have one more bill cycle through and then that is it. That is where you are with the Verizon.

Supv Kassel asked what would be next? We would own the devices and have a contract with another provider.

Ms. Montagna responded no, Inframark has provided your staff with cellphones.

Supv Berube stated this is where it got a little out of control because when we discussed going with Inframark, we asked Mr. Tarase about those devices and his commentary at the time was maybe we can use them but if not we will figure out something as what to do with them and figuring out what to do with them has become they are yours here you go. That is not quite what I expected.

Supv Kramer stated what we have is the phone payoff of \$1,522.35. The phones are valuable and can be sold as surplus property on the secondary market. From my research the phones go from \$350.00 to \$400.00 apiece.

Ms. Montagna stated that is what Ms. Yevich found as well.

Supv Kramer stated we will basically recoup the money we are putting out to pay off the phones. From what our District Manager has been able to ascertain from Verizon, this would be amount we have to payoff and that would end in an early termination for us

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of our services with Verizon. I am hoping that works out that way. If there is any other fee, we need to bring that at our next meeting and discuss that as to how it will be handled and whose responsibility that will be. At this time, if the Board is willing to move forward to payoff these phones and then to surplus them, according to our Surplus Property Policy, then we can go ahead and move forward on that.

On MOTION by Supv Berube seconded by Supv Leet, with all in favor, to move forward with the early termination and sale of the equipment on the secondary market was approved.

Supv Kramer stated we are going to go ahead and payoff our phones, terminate our service, closeout our account with Verizon and surplus the phones.

Ms. Montagna asked do you want us to put the phones up for sale or do you want them in your neighborhood where Mr. van der Snel has advertised other things within the neighborhood?

Supv Kramer responded we have a surplus policy that was adopted previously, just go ahead and follow that. There are services and I do not know if we can get better rates. What has the experience been selling things in the neighborhood versus out on the open market?

Supv Berube responded the neighborhood sales do not cost you any money as a fee. If you put them on eBay you have a fee which typically amount to about 10% in total, but you do hit a wider market on eBay. You can also sell them on Amazon, but it is more hit or miss and the fees are higher. So, if you are going to go anywhere in the open market, eBay is the place.

Supv Kramer stated there is also a secondary market to sell in bulk.

Mr. van der Snel stated what I did with the Sprint phones, there was a buy back program that you send the phones into. They assess it and give you a quote. For the Sprint phones it was \$800. For these phones you would send them in, they give you quote, you accept it yes or no, if you do not accept it they send them back.

Supv Kramer stated I saw a couple of those services online. I think we will turn it over to you and you can get us the best deal possible.

Ms. Montagna stated okay.

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Supv Berube stated it is not hard to sell iPhones.

Supv Kramer stated I am hesitant to just put it out on Facebook and accept whatever because is that fair to the people who are not on Facebook. It may be cleaner to just go to one of these services. District Manager, it is in your capable hands to follow our surplus policy.

Supv Kassel asked where is the recorder for the meeting?

Ms. Montagna responded right here.

B. Resolution 2021-09, Designating Angel Montagna Secretary and Trumaine Easy as Treasurer

Supv Kramer stated Resolution 2021-09 designating Ms. Angel Montagna as Secretary and Trumaine Easy as Treasurer.

Supv Berube asked did Mr. Alan Baldwin go somewhere or did he move up in the company?

Ms. Montagna responded he left.

On MOTION by Supv Berube seconded by Supv Kassel, with all in favor, Resolution 2021-09 designating Angel Montagna as Secretary and Trumaine Easy as Treasurer was adopted.

EIGHTH ORDER OF BUSINESS Subcontractors' Reports

**A. Servello
i. Grounds Maintenance Status**

Mr. Feliciano stated Mr. Betancourt had a death in the family.

Supv Kassel stated sorry to hear that.

Mr. Feliciano stated currently they have been working five days a week; they are a guy short and with the rain and everything they have been working five days a week. The tree trimming is scheduled for August 9th for all inside the neighborhoods. I will send a map to Mr. van der Snel next week so we can plan where we are going to start. At the Mr. Tom MacCubbin report he said it clear to go ahead and start the trees today, all trees inside the neighborhoods including Sycamores. We will start the trees there and once we do the trees inside the community we will move out along the boulevard. I know this year we were not supposed to touch the boulevard, but you have a lot of low hanging trees.

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Supv Berube stated backup a second. Trees inside?

Mr. Feliciano responded the communities, in front of the homes.

Supv Berube stated the tree trimming we put on hold.

Mr. Feliciano stated we will start those and once completed we will move out to the boulevard because there are quite a bit of trees out on the boulevard that are hanging low and will take care of that after we do the ones in front of the homes.

Supv Berube stated I want to go back to the ground's maintenance a little bit. I am glad you are working five days; you could probably work seven if you have looked around.

Mr. Feliciano stated I agree. Unfortunately, it is not just at Harmony, it is everywhere right now. We will continue to work until we get through this; winter cannot get here faster.

Supv Berube stated my concern is we have had several comments month-after-month, certain sod areas are pretty weedy, thin, not green, not vibrant, specifically along Cat Brier, both sides more on the housing side. There are stretches there where there is no sod in front of houses. There are stretches on the other side of Cat Brier under the trees where it is very thin. Cat Brier is the worst, there are other areas where sod is bad. I understand they are under trees, but the fact of the matter is we have trees. We have to do something with the sod.

Supv Kassel stated it was proposed in the report that we plant Jasmine.

Supv Berube asked on Cat Brier?

Mr. Feliciano responded yes. We looked at all those areas and those are the areas I have stated before that the reason why the turf is declining there is because they are in shaded areas so there needs to be a different alternative so we got a second opinion from Mr. MacCubbin and he agreed that it is just too much shade there. Even putting in Seville which is shade tolerant turf it is still not going to survive because it is just too much shade there. The West Five Oaks entrance along the fence line, where we have weak areas, we talked about changing the irrigation heads from rotors to pop-ups for better coverage. It is in his report as well.

Supv Berube stated I focused on the trees and did not pay a whole lot of attention to the sod.

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Supv Kramer stated I was out in the area today and the grass is never going to grow there. It is competing with the tree roots and the shade.

Supv Kassel stated the Jasmine is a vigorous competitor.

Supv Berube stated what I noticed along the residential side of Cat Brier is all that area, for whatever reason where there is no sod and maybe because the guys do not run over it with the lawnmowers, it is covered up with leaves. I cannot believe that the trees leaves are covering all that sod. Either someone is blowing it there, throwing it there or its never getting cut by the mowers because they do not want to run over those leaves. The leaves cannot be helping the sod situation.

Mr. Feliciano stated it is not. I drove that area today and I did not see leaves on turf there. Of course, when the trees are dropping leaves there is competition between us picking them up and the residents with their maintenance guys in there and they blow them right on the turf; so, it is a back and forth thing. Especially if we are getting leaf drop three or four times a year, it is going to happen. It is somewhat of a concern with the Jasmine as well because we need to make sure the leaves stay off the turf area. We also bounced around about some of these areas we put in Liriope grasses, and Mr. MacCubbin agreed with that as well. We can break up in portions, but you are going to continue to have the leaf drop due to the amount of trees out here.

Supv Berube stated living with Sycamores in front of my house I understand the root problem. Before we put anything on those areas should we have the roots ground.

Mr. Feliciano stated you can shave the roots, but they are going to grow back unfortunately.

Supv Kassel stated and it weakens the tree. They Sycamores are already having problems.

Supv Berube stated I can tell you, you can do a significant amount of root removal and it does not bother the tree, because I did it in front of my house.

Mr. Feliciano stated it is just unfortunate that you have these trees planted in the wrong place. They are just in small compact places.

Supv Kramer asked could you give us a proposal at the next meeting for those areas along Cat Brier that are in the shade area?

Mr. Feliciano responded yes.

Supv Kramer stated we keep talking about and kicking the can down the road.

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Supv Berube asked is there such a thing as shade tolerant sod?

Mr. Feliciano responded you do, you have Seville. Seville is shade tolerant sod, but it only lasts for so long, especially, when you have very little sunlight hitting those areas. Seville will fade on you and you are going to end up getting more sod web worms in those areas and you will get more funguses because of the shade. One of the things you do not want to inherit is brown patch especially in shady areas. Brown patch is a fungus where you can walk through it and spread it to any turf you walk into so now you are going to have that issue with homeowners because they are going back and forth.

Supv Berube stated so that is the only choice and it is a bad choice for sod.

Mr. Feliciano stated in those areas I would not even recommend Seville there.

Supv Kramer stated for the inside tree trimming we did speak with Mr. MacCubbin about trying to coordinate with the homeowners. Is there is a possibility, I would be glad to work with you on trying to find a way to evaluate which ones maybe close to the homes and trying to work with the homeowners on getting the proper permissions and everything.

Mr. Feliciano asked on the tree trimming?

Supv Kramer responded yes.

Supv Kassel stated I had a question, in his report, he was saying something about 10-feet and 15-feet in regard to tree trimming.

Supv Berube stated some of the commentary in his report is spot on, especially, talking about in Town Square where we suspect the trees there were planted with the burlap bag in the ground and you have root balling. He was right on the money because five, six, seven years ago somebody dug up stuff at Town Square when they were doing construction and guess what, when they dug around the trees every single tree still had the burlap bag around it.

Supv Kramer stated it is not just there it is a lot of other areas too.

Mr. Feliciano stated we looked at an area that had all Magnolias in the center of the median and the first thing he said was that that was the problem.

Supv Berube asked can you go back, excavate gently and cut the burlap bag to free it?

Mr. Feliciano responded unfortunately you cannot. You are disturbing the root system of the trees and have to cut some of the roots. The thing with burlap is you fold it

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back and if they are using the right burlap it will generally get through the burlap. What happens though is if you have trees that are in baskets which are steel baskets that the majority of trees come in, they do not remove the baskets because they assume the roots are going to go through the basket and they do not. The other thing is pots, when you buy trees that are in pots, if they are pot bound that means the root system is just twisting around and if you do not break apart the root system when you install it in the ground you have got a pretty much pot bound tree that you are installing. What happened with a lot of the Magnolias that I pointed out, Mr. MacCubbin dug down and agreed they were pot bound when they went in, so it is stunting the growth. Some of the White Oaks along Cupseed, same thing there. That is why they can go in roughly at the same time but some are so small and get weak and that is when the borers get ahold of them; insects only attack when something is weak and that is what is happening.

Supv Kassel stated to Supervisors Kramer's point about the tree trimming, in his report on page five, it says have tree limbs trimmed 10-feet over sidewalks and 15-feet over streets. I am not sure what that means, but it occurred to me that 10-feet over sidewalks goes over people's property.

Supv Kramer stated it is the height.

Supv Kassel stated okay, thank you.

Supv Kramer stated he did go into quite a discussion that if we could, in this tree trimming on the inside and outside properties, if we could work with the homeowners to pull those back from the houses it could be done in such a way that each subsequent tree trimming you would not have to deal with the homeowner, you could just keep that in that plane and not have to come back and try again. You can keep it where it is never interfering with the houses in the future and get rid of the constant friction we have with some of the homeowners doing inappropriate trimming.

Mr. Feliciano stated he is right. We are doing a very large condo association in Lake Mary and what we are doing is pulling the trees between five and eight feet back away from the buildings versus letting the homeowners go hire someone to do it and they are cutting back 20-feet away from the buildings. You unbalance the tree when you do that, obviously with Harmony it is going be a little more difficult because you have a lot of older established trees, especially on Cat Brier where the majority of the Live Oaks are.

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Supv Berube stated if you are pulling five to eight feet back from the building, you are cutting above private property.

Mr. Feliciano stated fortunate for us they are not touching it yet; they are a few inches over it. Anything that is over the building itself we do not have issues with that. That will be a liability issue with your case because now we are over the top of someone's home so if anything happens obviously Servello will be responsible as well as the CDD.

Supv Kramer stated that is why we want to work closely and work closely with the homeowners to get them to sign over a liability waiver so that we can do this tree trimming, get it back and accomplish a situation where we do not have this in the future.

Mr. Feliciano stated it would be more of a consent thing, yes. It also could be an additional expense because of the height we are talking about on some of these trees, you are talking about different machines to get into these compact areas. I do not think the homeowners are going to have an issue with it because they do not want to pay for it themselves.

Supv Kramer stated right. If we can get that done there may be a couple of isolated incidents where we need to look at different type of tree trimming but then we can identify and isolate those and work with those.

Mr. Feliciano stated you are talking about machines and you are also talking about spikes, we have to spike it to bring it down. It is going to be very time consuming as well because you are talking about roping pieces and sections down at a time because you do not want anything to fall on the home.

Supv Kramer stated we would have to look at those on specific. If you do not mind I will work with you on figuring out how we can get the best result for both the CDD and the homeowners.

Supv Berube asked Supervisor Kramer is it your intent to do all the trees inside and outside?

Supv Kramer responded right now the contract is for the ones inside.

Supv Berube stated I understand that but now we are talking about extra to go trimming toward the house side separately from the existing contract.

Mr. Feliciano stated my understanding is we are talking about what is in the contract, which is along the boulevard, we are not talking about inside the community.

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That is completely different because inside the community is not contracted that is an additional expense.

Supv Kramer asked what is the \$22,000.00 contract that we have with you now?

Mr. Feliciano responded the \$22,000.00 contract is to lift and thin the trees up throughout the community.

Supv Kramer stated what I would like to do is evaluate and see, Because I do not think, there are some like the Sycamores are not as damaging, they seem to be up higher and not ...

Supv Berube stated my question concerned only going from the house to the tree. I understand the contract for the outside and the separate contract for inside, but now there is a new conversation here where we are talking about going from the tree towards people's property.

Mr. Feliciano asked inside the community?

Supv Berube responded both inside and outside. You are going to cut them all right?

Mr. Feliciano responded yes, well let us evaluate that first. Again, that would be an additional expense.

Supv Berube stated I am not saying it should be free, I just want to know if we are going to do them all if we are going to do this.

Supv Kramer stated I think eventually we should.

Supv Berube stated I am not arguing with that.

Mr. Feliciano stated I do not think you really, inside the community again we are going to have to evaluate that together as a group. I do not really think you have that many inside your communities.

Supv Kramer stated I do not think there are as many conflicts with the homes.

Mr. Feliciano stated I think your concern is on the boulevard; that is where your major concerns are with Schoolhouse and Cat Brier.

Supv Kassel stated and Five Oaks probably.

Supv Berube stated drive down Beargrass, there are some big trees and they are going over the houses.

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Supv Kramer stated but again, if they go up and over the houses, we are not hearing from those homeowners, they are not concerned. The ones we are concerned about are the ones where the branches are brushing against their balconies and roofs.

Mr. Feliciano stated I would say that too, you are only going to be concerned with anything touching a house. If it is over the home, the tree is already established and is not going to grow back down.

Supv Berube stated you two are going to coordinate on something from house to tree and cleaning all of this up.

Mr. Feliciano stated yes.

ii. Insecticide Treatment for Sycamores

Supv Kramer stated we have a report on the insecticide for the sycamores.

Mr. Feliciano stated I emailed Mr. MacCubbin and he suggested that we do all this Sycamore trees. I think I emailed you back on that.

Supv Kramer stated because of the spread.

Mr. Feliciano stated yes, he did suggest that, and it is going to be around the base of the tree. Obviously, we will put signs up to let homeowners know that in insecticide was applied.

Supv Berube stated this is going to stop the lollipops from sticking to my car.

Supv Kramer stated yes. It is really messy, and the trees are really showing some stress.

Supv Berube stated there is a lot of sugar that comes off of those trees.

Supv Kramer stated that is a proposal we have before us for \$5,820.00

On MOTION by Supv Kassel seconded by Supv Berube, with all in favor, the Servello proposal for insecticide treatments for Sycamores in the amount of \$5,820.00 was approved.

Supv Berube asked what is the time frame on this?

Mr. Feliciano responded I will ask (inaudible). He would know. I will let you know when we have a date.

Supv Berube asked is it weather dependent?

Mr. Feliciano responded we do not want to apply it when we are getting a lot of

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rain that day.

Supv Berube stated no I mean the heat.

Mr. Feliciano stated generally you want to apply it probably two hours before a rainfall so it has time to soak in and dry.

Supv Berube stated I was thinking time of year.

Mr. Feliciano stated obviously we would probably want a blast email or something on Facebook saying around this time frame Servello will be treating all the Sycamore trees in the community.

Supv Berube asked do we still have a budget line item of enough to cover this or are we just going to exceed it?

Supv Kramer responded I figured we would wait until the end of the year and balance it out.

Supv Berube stated I am supposed to ask the question, where are we getting the money from. I know where we are getting the money from.

Supv Kramer stated we have about \$1.4 million in reserves. The cost is a small price to pay to preserve our trees.

iii. Tree Report – Proposal

Supv Kramer stated we also have an additional tree report, a proposal on some trees where we have bare trees and some stressed trees that need to be replaced on Town Center.

Mr. Feliciano stated that is the roundabout.

Supv Kassel stated Cat Brier and Schoolhouse and then also Cupseed.

Mr. Feliciano stated the one in Town Center he suggested in his report right now just trimming all the dead up. That is not on the proposal.

Supv Kassel read from proposal regarding Town Square.

Mr. Feliciano stated that is trimming the dead out of those (on Town Square) at no additional expense for Harmony CDD.

Supv Kassel stated this is not only for removal but for reinstalling ...

Supv Kramer stated Southern Magnolia in place of Laurel Oaks.

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Mr. Feliciano stated we are talking about the roundabout at Cat Brier and Schoolhouse facing Lakeshore Park. In that roundabout you have Laurel Oaks in there, a couple of them I think are dead and one is dying out.

Supv Kramer stated one is really bad and the others are going to be going. I do not know that this is as critical as Cupseed. The Cupseed ones and the borers and the problem is the borers are reproducing in these trees and if we do not get them out it is going to spread. So if you wanted to split it, that would be my recommendation.

Supv Kassel stated I do not know that we need to but my question about this proposal is the first line says removal dead/dying Laurel Oaks, includes stump grinding. Then it says Southern Magnolia, but it does not say whether that is removal or installation.

Mr. Feliciano stated installation, I apologize.

Supv Kassel stated it does not say that with the Ilex or the Coontie palm. it does say for the Cupseed one removal of Red Oaks, install 2-inch caliper Live Oaks. I just wanted to clarify that and now it is in public record.

Supv Kassel MOVED to approve the Servello proposal and Supv Kramer seconded the motion.
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Supv Kramer asked any discussion?

Supv Leet stated we talked about the relative urgency of Cupseed versus the Cat Brier roundabout.

Supv Berube stated when I saw this proposal I went back to the report and it seemed to me in Mr MacCubbins report there was a whole lot more tree work, tree replacements and what not and I was wondering why this proposal got picked out for these particular things. I did not quite understand it.

Mr. Feliciano stated your Laurel Oaks in that area are fading fast. A number of the other trees that we talked about was your Drake Elms throughout the community, they have canker spots on them, they are just dying out throughout the community; they really should have installed Winged Elm which is a hardier Elm tree. They are smaller and stay more compact. Sooner or later you are going to have to address the Drake Elms throughout the community because they are dying off.

Supervisor Kramer stated they are in bad shape.

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Mr. Feliciano stated yes, they are in very bad shape.

Supv Kramer stated I would almost, I have been looking at the Laurel Oaks and I have had Laurel Oaks before and although I know they will fade and the one that is in pretty bad shape we should probably go ahead and take out the one. I do not know that I would take the other four out right now. I would almost recommend removing all but the one; I mean taking them out of the proposal. All of the work done at Cat Brier and Schoolhouse, the actual roundabout does not look bad right now except for the one that is dying and needs to be removed.

Mr. Feliciano stated what I can do depending on where that Laurel oak is sitting, if it is inside the Coontie palms at this time until the other ones fade I can just submit a proposal to flush cut that one, limit the expense, not do a stump grinding at this time because the Coontie palms are going to cover up the stump and then we can leave the other four for right now and just know that you are going to have an expense there in the future

Supv Berube stated I hate to pull out any tree that is still alive. It is one thing when a tree goes dead, it has to go without a doubt, but to say a tree is declining, we have heard declining trees here for five and ten years and they are still alive and turning green.

Supv Kassel asked do we need to wait for a new proposal, or can we just approve this proposal removing the removal of the dying Laurel Oaks and retaining the live ones? In other words, it is a reduction.

Mr. Feliciano stated your price could go down because each tree is a different price.

Supv Berube stated or we get a new proposal.

Supv Kassel rescinded the prior motion.

Supv Kramer stated because the borers are in those trees on Cupseed and they are going to reproduce and spread throughout the community, if we do not get those out I would make a motion to approve the Cupseed portion of this proposal so it would be a total of \$2,180.00.

Mr. Feliciano stated you may want to add \$400; I will remove the tree at \$400 for the one tree without even looking at it.

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ON MOTION by Supv Leet seconded by Supv Kassel, with all in favor, the Cupseed portion of the Servello proposal plus the removal of the Laurel Oak in the total amount of \$2,580.00 was approved.

Mr. Feliciano stated we are still going to remove those dead limbs out of the other trees at no cost.

Supv Kramer asked so you are going to bring back a proposal on those Drake Elms for the next meeting?

Mr. Feliciano responded yes.

Supv Berube stated speaking of dead trees, this week there was one reported over in Ashley Park that was leaning over. I did not go back to look, did that get yanked?

Mr. Feliciano responded there was a proposal submitted for it.

Supv Kramer stated there was a proposal submitted but I do not know if OUC has come out to look at it yet.

Mr. van der Snel stated they require two days to respond.

Supv Kramer stated I think that is going to be handled. It would be sweet if OUC did it for nothing, but we will see what they have to say.

Mr. Feliciano stated with the weather it may be down.

Supv Kramer asked any other questions of Servello?

Supv Leet responded with Corey with the irrigation, I worked with Mr. van der Snel some and we have set up a computer that should be able to run the old existing Maxicom software. I was still working on it today and I need to get in touch with Corey to make sure he can log in and everything. I still have a little bit work left to do with getting it running but I think we have everything in place for you guys to manage that remotely.

Mr. Feliciano stated Mr. van der Snel includes me on emails, if you do not mind including me on those too.

NINTH ORDER OF BUSINESS

Staff Reports

Mr. Hamstra stated I have some quick updates.

- A. District Engineer**
 - i. Dog Park**

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Mr. Hamstra stated the first one is the dog park; the revised site plan has been resubmitted. It had a little bit of a hiccup because Mr. Steve Boyd was your point of contact and we had to change that to Pegasus, which Mr. Perez signed the forms, thank you Ms. Montagna, but I also have to have the new chairman and a new point of contact to update their database. I will send you both the forms to fill out properly and get them signed. Coordinating with Mr. Van der Snel and he has touched base with TOHO Water Authority, he will take it as far as he can and then he will turn it over to us to revise some engineering response for the water line connection to bring the water into the dog park.

ii. Five Oaks Drive Crosswalk

Mr. Hamstra stated for Five Oaks Drive crosswalk, as you have all noticed the county had fixed the ...

Supv Kassel interjected are we sure that is not Schoolhouse and Dark Sky?

Supv Berube responded no it is Five Oaks.

Mr. Hamstra continued at the Five Oaks crosswalk, the county had done the fix, it works well, when I went out there I noticed they had to take up one piece of the ramp that we agreed to fix meaning the CDD. I have reached out to KoPac at least three times and I left them a voice message, I got an email when I was driving here, they want to meet me at the additional area, I have given them the dimension how big and wide, and they want to meet to give you all a revised proposal to finish the concrete work. As soon as I get it I will forward it to the Board.

iii. Cherry Hill Rear Yard Swale Repairs

Mr. Hamstra stated the one at 3136, Mr. van der Snel is dealing with the pool contractor before he pulls out, I think he will fix it.

Mr. van der Snel stated he is good.

Mr. Hamstra stated the one that is a little bit more sensitive is the one at 3170 Dark Sky Drive. We are drafting a letter for Mr. Qualls and Mr. LaNasa to look at before we give it to the homeowner to basically tell him he is going to have to fix this swale so his neighbors to the south does not have ponding water in his backyard all the time. Afterwards, we will try to fix the agreements for future pool installations that puts a little more burden on the contractor to make sure they clean up their mess before they pull out.

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Supv Berube stated to that point, if you could detail whatever homes, because there are a lot of pools going in, if you could give me the addresses that will be affected by rear drainage, I can give that to the HROA and we can note all of those files for any work going on in the rear to stay away from the swales. In other words, they will not get permitted for any rear yard work without a detailed drawing with approval from this Board. If you will give me those addresses, we will get those files noted.

Mr. Hamstra stated I can do that.

Supv Kramer stated that would be great. We need to consider going forward, because right now we are just relying on the goodwill of the contractor to do the right thing. We might want to consider either a bond or some sort of deposit that they put down that we could work against in case they do leave some damaged area.

Supv Berube stated once the final is flagged for no real work then we can figure out what is going on. Stopping the work gets the owners attention and the right way to do that is the HROA because those are the folks that get their request for changes. We can flag all of those files.

Mr. Hamstra stated I will get you the list.

Supv Kramer stated it might be good to work together. The other thing would be to go to the County when they get a building permit too. We will try different routes and hopefully that will resolve these problems.

Mr. Hamstra stated the second to last item is neighborhoods C1 and C2 for the milling and resurfacing the alleyways. I went out there Saturday and walked all of the alleyways to confirm the storm water infrastructure in the event we need less feet in between the existing inlets if it is too far to run to get that water to the proper location. Our next step then is to quantify the amount of area to be milled and resurfaced, develop some specs, and then start soliciting three bids from qualified paving contractors, not just anybody, to make sure it is done right.

Supv Leet stated I think this might be related to the issue, someone has dialed in requesting to speak however we are having audio issues and I could try muting us and see if they are able to speak, but I am not sure.

Supervisor Kramer stated unfortunately they need to be in audience comments.

Supv Berube stated as you are aware, I sent you a bunch of pictures our puddling areas and a number of those are right at alley and public road interfaces. I do not know if

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you have had time to get with the County yet but some of them may be in the area here. I guess we could coordinate if we paved the alleys with the County to get that area fixed where there is puddling.

Mr. Hamstra stated Jeremy made it sound like if we pointed out other areas, he would coordinate with his public works roads and bridges division to address those. I took your pictures, some of what I saw a couple of weeks ago, and of course I know there are many others, Mr. van der Snel Is going to give me a drive by in the neighborhood and kind of point out the bad ones as well and we will just give them a big bucket list and see how we can get them scheduled on their end.

Supv Berube stated if they fix them now ahead of the alley paving then we are ahead. it is just a matter of coordinating it all if we are going to start digging things up.

Supv Kramer stated I think you were going to touch base with them on their road paving

Mr. Hamstra stated to see what their cycle is for the different streets.

Supv Kramer stated if it is close then we can maybe coordinate so we are not tripping over each other.

Mr. Hamstra stated Arrow Paving Services, who fixed the sidewalk associated with the Brownies repairs, has submitted a change order in the amount of \$2,500 and change above their low bid. Why they built a sidewalk at 7- or 8-inches thick is beyond me because sidewalks are always 4-inches thick and to notify you after the work was done is not appropriate. I cannot support the board paying the \$2,500 and change, change order. I hate to impact the contractor but if he was more diligent on notifying you in advance and explaining why he was pouring double the concrete for a sidewalk maybe I could support some partial but I cannot recommend that you guys pay.

Supv Berube stated when he dug it up he knew.

Mr. Hamstra stated bring in some dirt it is a lot cheaper than concrete. He did pour 4% more surface area which equates to \$300 but I cannot justify the \$2,500 and change.

Supervisor Berube stated to your last comment you are going to have a commentary with him.

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Ms. Montagna stated I will relay Mr. Hamstra's sentiments back to the contractor and tell them the Board cannot approve this and here is the process. You should have come before.

Supv Berube stated I just do not want to leave it dangling.

Ms. Montagna stated we will wrap it up.

B. District Attorney
i. District Counsel Report

a. Servello Ratification – Resolution 2021-08

Supv Kramer stated the Servello ratification, we got that at the last meeting we chose to extend them for one more year and we drafted a ratification and continuance Resolution 2021-08. Do you want to do that today or do you want to hold off for another month and see how they do?

Supv Berube responded I do not have any problem with ratifying except that we put the irrigation addendum in here and it looks like we are going to go beyond the six-month test period for another whole year with irrigation.

Mr. Qualls stated you approved that last month.

Supv Berube stated we approved the irrigation to run through this fiscal year.

Supv Kramer stated we will table to next month.

Supv Berube stated I would be fine with approving it short the irrigation addendum.

e. Demand Letter for Damaged Tree at Cat Brier

Mr. Qualls stated I am not asking for any action as you have already approved the letter on the tree that was chopped down. We are working on the management issues.

Supv Berube asked what letter on the tree that was chopped down?

Mr. Qualls stated the property owner that cut off half of his tree. You already talked about

Supv Berube asked you are sending him a letter; can we see it?

Mr. Qualls responded yes, you all have already directed us to send a letter, but what the letter says is that he needs to pay for the cost of replacing the tree, not kind for

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kind because that is way too expensive, but a smaller tree, Mr. Feliciano recommended a 5 inch caliper tree was recommended.

Supv Kramer stated that there will be additional expense in taking down the existing tree and replacing it with the maximum size tree that can be placed in that existing location.

Mr. Qualls stated that if that was not the Board's direction, then the Board should let me know.

Supv Berube commented I know we discussed sending the letter two meetings back, but normally before you send the letter the Board sees it. Almost everything you do is shown to the Board. I am not criticizing you and I know you thought you had direction.

Mr. Qualls stated then we can do this, the letter has been seen by the Chair and we went back and forth on it, but what we can do is I will email it out to everyone before we send it to the landowner, but what we are doing to me is eminently fair because he has essentially impacted that tree adversely and rather than charge him kind to kind, my understanding is that he had already offered to pay for half of a replacement tree but that does not make a lot of sense and that does not set a good precedence so we are asking that he pay for the new tree although not kind for kind.

**c. Discussion of District Vehicle, Inland Marine/Mobile
Equipment and Watercraft Insurance**

Supv Kramer stated it turns out that the insurance that we have will cover the vehicles even though they are being driven by Inframark employees.

Mr. Qualls stated the inland marine/mobile classification which is like golf carts and mules and also vessels, your insurance now protects you when you give a third-party permission to drive those vehicles. I spoke Ms Montagna, I left a message with Mr. Tarase and I do not want to speak for Inframark, I have not seen their insurance, but Ms. Montagna had indicated Inframark is covered under a separate policy.

Ms. Montagna stated she said Inframark legal sent this out, we are covered since our auto coverage runs with the driver not the vehicle. I let them know it is one truck and then ATV/mobile mule units.

Supv Berube stated that insurance policy should have already been in effect.

Harmony CDD
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Mr. Qualls stated it is.

Supv Kramer stated we have 6 minutes.

d. Discussion of HROA Termination Management of Community Garden/Storage Lot

Mr. Qualls stayed in my understanding is the management by the HROA is ending and I take it, unless there are objections, We need to prepare new agreements for the RV owners and do everything entailed with that and turn that over to your professionals. I will work with Mr. Hamstra and Ms Montagna and make sure we do that right.

Ms. Montagna stated we did speak with the gentleman who currently does it, he wants out. We made sure the scope is what matches the current agreement, it is not that much of what he does. We will get with Gerhard and onsite staff will pick that up.

Supv Berube stated the most complicated piece is collecting the sales tax.

Ms. Montagna stated correct, apparently, he collects it, turns it into a cashier's check and that is what we get every month and then it gets deposited into Harmony's account.

Supv Berube stated no, the sales tax gets submitted to the state.

Ms. Montagna stayed at the leasing fees come to us and he sends the other to the state.

b. Chapco Fence Contract Amendments

No discussion.

C. Field Manager

i. Field Manager's Report

No discussion.

ii. Boat User Report

No discussion.

iii. Proposals

- a. Bass Pro – Bass Buggy 16XL_50ELPT**
- b. Bass Pro – Bass Buggy 16XL_20ELPT**
- c. Sun Tracker – Bass Buggy 40 HP**

Mr. van der Snel stated the only thing I have is for the rescue boat I thought it was a good idea to have a BassBuggy, 16-foot. I got some prices from Bass Pro Shops and

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unfortunately the prices have gone up and are really far out, however the used boating market is flooded, it is not working out. Inframark has been looking for a boat.

Supv Kramer stated another pontoon boat or bass buggy as you call it will not suffice for a rescue boat, try pulling a 250-pound unconscious man up on to that sucker. I will be more than happy to work with you all on finding an acceptable boat that will work;, but really for a rescue boat you need basically a towing boat or a work boat. If we need to do something in the meantime, we can work out maybe using one of the other boats in the interim, but a pontoon boat will not work for rescues.

Ms. Montagna stated no, a pontoon boat won't, we checked with our safety because we were looking at the ones that were recommended by the board and a true rescue boat is actually an inflatable boat.

Supv Kramer interjected it can be an inflatable or it can be a work type boat.

Ms. Montagna continued it is basically no seating and a center console, so you have enough space

Supv Kramer interjected it is nice and flat

Ms. Montagna continued to you can throw people in there.

TENTH ORDER OF BUSINESS

District Manager's Report

A. Meeting Schedule for FY 2022

Ms Montagna's stated all I really need you to do is approve your meeting schedule.

Supv Leet MOVED to approve the FY 2022 meeting schedule.

Supv Berube stated there is no location on the meeting schedule.

Ms. Montagna stated You will have that next meeting, we have a list of places and we are still working through it and now that COVID is back in full force there are going to be some more issues; some of those places have actually called back to say it is not available. We will have to work through that, but you will have a list of options at your next meeting and that is the last meeting you can have here.

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Ms. Kassel seconded the motion, with all in favor, the FY 2022 meeting schedule was approved.

B. Facilities Usage Applications

There being none, the next item followed.

C. Update on John Warner Reimbursement

Ms. Montagna stated the John Warner reimbursement has been settled. He had applied for non-resident usage, when the check was sent back to him, they could not get ahold of him and thought it was sent to the wrong John Warner and it was not. He got his check back and when we called him to send it back, he said no I just want to cancel anyway.

Supv Kramer stated he said it was too hard to get the boats.

Ms. Montagna stated he gave a list of things; it was not what he thought it was basically.

ELEVENTH ORDER OF BUSINESS

Supv s' Requests

Supv Kramer asked does anybody have any requests?

Supv Kassel responded I do not know that we have time for it now, but I wanted to discuss Mr. Farnsworth's request for having published minutes of workshops.

Ms. Montagna stated Mr. Qualls can chime in on that, it is up to you at the end of the day, but typically any district I have ever had to deal with, we do not do minutes for workshops, but again that is a Board decision.

Supv Berube stated Mr. Farnsworth's anger is directed at the fact that historically we always did and for this particular one there was none taken. His deal is we have set a precedent for years everything had minutes and this time you did not do it and he is focused on that.

Supv Kramer asked is it required by Statute and the Sunshine Law to have minutes.

Mr. Qualls responded it is a term of art, but you do have minutes, that is what he passed out. They are short but you do have minutes. There is no legal requirement to have a transcript; in many meetings if you want a transcript you bring your own court reporter. What I will say is, on the public record side, you are not required to reformat the records, you are just required to turn the record over in the format in which you keep

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it. You have the recording and you have the shorthand minutes and I believe that meets legal muster and they have been provided. I am happy to and I have talked to Supv Farnsworth, that is a policy decision just as your Manager said, not a legal requirement.

Supv Kramer stated we did not have verbatim minutes at the time the workshop was held so the minutes that we did approve tonight would suffice. We now have a policy to do verbatim minutes so I would suggest that prior to our next workshop we make a decision.

Supv Berube stated there is only one guy who cares.

Supv Kramer stated I do not know, but there is only one guy who has spoken up.

Supv Kassel stated the one guy ...

Supv Berube interjected the one guy who cares enough to have spoken up made an issue of it.

Supv Kassel continued yes, but we do want to be transparent.

Supv Berube stated I understand.

Supv Kramer stated I think we have made a serious effort on transparency with broadcasting the meetings and also by having the near verbatim minutes now for our meetings. I think going forward we need to deal with that when we set the next workshop.

Supv Kramer asked any other Supv Requests?

Supv Leet responded for the recording, it seems people were able to hear fine, there is an issue where people calling in were not getting the audio played back. I am going to spend a couple of minutes with Dan and see if I can figure that out, otherwise, we should have it working by the next meeting.

TWELFTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Supv Leet seconded by Supv Berube, with all in favor, the meeting was adjourned. (4-0)

Angel Montagna
Assistant Secretary/Secretary

Teresa Kramer
Chair

3B.

TO: Board of Supervisors, Harmony CDD
FROM: Helena Randel, Accountant
CC: Angel Montagna, District Manager
DATE: August 16, 2021
SUBJECT: July 2021 Financials

Please find the attached July 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 July is approximately 102% of the annual budget.
 - Non Ad Valorem Assessment collections are at 100%.
 - Sale of Surplus Equipment - Includes sale of golf cart (\$300), 2 laptops (\$100 ea.) and old cell phones (\$650).
 - Other Miscellaneous Revenues - Includes unclaimed property and prior year US Treasury refund.

- Total Expenditures through July are at 80% of the annual budget.
 - ▶ Administrative
 - P/R-Board of Supervisors - Includes payroll for two (2) meetings in November.
 - ProfServ-Engineering - Pegasus and Boyd Civil Engineering services.
 - ProfServ-Legal Services - Young Qualls, PA general counsel.
 - ProfServ-Property Appraiser - Annual fees charged by Katrina S Scarborough property appraiser's office.
 - ProfServ-Recording Secretary - Inframark provides near verbatim minutes.
 - ProfServ-Trustee Fees - US Bank series 2015 services
 - Postage and Freight - FedEx services, postage reimbursements to Inframark and survey mailing.
 - Rental-Meeting Room - FY21 room rental services.
 - Insurance - Public Risk provides auto, general liability, inland marine and property insurance.
 - Misc.-Contingency - Includes ROA management services, zoom meeting setup, November website maintenance and ancillary costs.
 - ▶ Field
 - ProfServ-Field Management - New contract with Inframark. Formerly 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 \$5,800, 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

July 31, 2021

Prepared by



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HARMONY

Community Development District

Financial Statements

(Unaudited)

July 31, 2021

HARMONY

Community Development District

Governmental Funds

Balance Sheet
July 31, 2021

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2014 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>				
Cash - Checking Account	\$ 414,408	\$ -	\$ -	\$ 414,408
Investments:				
Money Market Account	1,459,337	-	-	1,459,337
Prepayment Account	-	12,247	107,329	119,576
Reserve Fund	-	607,313	340,000	947,313
Revenue Fund	-	612,531	313,630	926,161
TOTAL ASSETS	\$ 1,873,745	\$ 1,232,091	\$ 760,959	\$ 3,866,795
<u>LIABILITIES</u>				
Accounts Payable	\$ 68,375	\$ -	\$ -	\$ 68,375
TOTAL LIABILITIES	68,375	-	-	68,375
<u>FUND BALANCES</u>				
Restricted for:				
Debt Service	-	1,232,091	760,959	1,993,050
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:	1,100,905	-	-	1,100,905
TOTAL FUND BALANCES	\$ 1,805,370	\$ 1,232,091	\$ 760,959	\$ 3,798,420
TOTAL LIABILITIES & FUND BALANCES	\$ 1,873,745	\$ 1,232,091	\$ 760,959	\$ 3,866,795

HARMONY

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 9,381	\$ 7,820	\$ 2,950	\$ (4,870)
Interest - Tax Collector	-	-	1,706	1,706
Special Assmnts- Tax Collector	1,876,212	1,876,212	1,853,780	(22,432)
Special Assessments-Tax Collector-VC1	(22,434)	(22,434)	-	22,434
Special Assmnts- Discounts	(75,048)	(75,048)	(51,791)	23,257
Sale of Surplus Equipment	-	-	1,150	1,150
Other Miscellaneous Revenues	-	-	247	247
Access Cards	1,500	1,250	1,410	160
Facility Revenue	500	420	200	(220)
User Facility Revenue	5,000	4,170	20,675	16,505
TOTAL REVENUES	1,795,111	1,792,390	1,830,327	37,937
EXPENDITURES				
Administration				
P/R-Board of Supervisors	12,000	10,000	9,000	1,000
FICA Taxes	918	764	689	75
ProfServ-Arbitrage Rebate	1,200	1,200	1,200	-
ProfServ-Dissemination Agent	1,500	1,500	1,500	-
ProfServ-Engineering	9,500	7,920	27,922	(20,002)
ProfServ-Legal Services	90,000	75,000	66,148	8,852
ProfServ-Mgmt Consulting Serv	67,200	56,000	56,000	-
ProfServ-Property Appraiser	392	392	438	(46)
ProfServ-Recording Secretary	-	-	550	(550)
ProfServ-Special Assessment	8,822	8,822	8,822	-
ProfServ-Trustee Fees	10,160	10,160	5,390	4,770
Auditing Services	4,600	4,600	4,400	200
Postage and Freight	1,200	1,000	1,432	(432)
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	830	362	468
Legal Advertising	1,000	830	862	(32)
Misc-Records Storage	150	130	-	130
Misc-Assessment Collection Cost	37,524	37,524	36,056	1,468
Misc-Contingency	5,000	4,170	2,392	1,778
Office Supplies	50	40	-	40
Annual District Filing Fee	175	175	175	-
Total Administration	281,168	249,834	251,326	(1,492)

HARMONY

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Field</u>				
ProfServ-Field Management	295,000	245,830	246,867	(1,037)
Total Field	295,000	245,830	246,867	(1,037)
<u>Landscape Services</u>				
Contracts-Mulch	61,000	50,830	50,430	400
Contracts-Irrigation	-	-	8,800	(8,800)
Contracts - Landscape	267,000	222,500	221,790	710
Cntrs-Shrub/Grnd Cover Annual Svc	158,000	131,670	130,986	684
R&M-Irrigation	15,000	12,500	5,305	7,195
R&M-Trees and Trimming	40,000	33,330	2,045	31,285
Miscellaneous Services	32,000	26,670	12,700	13,970
Total Landscape Services	573,000	477,500	432,056	45,444
<u>Utilities</u>				
Electricity - General	35,000	29,170	30,764	(1,594)
Electricity - Streetlights	90,000	75,000	85,410	(10,410)
Utility - Water & Sewer	140,000	116,670	103,234	13,436
Total Utilities	265,000	220,840	219,408	1,432
<u>Operation & Maintenance</u>				
Communication - Telephone	5,500	4,580	2,986	1,594
Utility - Refuse Removal	3,000	2,500	2,232	268
R&M-Ponds	10,000	8,330	1,085	7,245
R&M-Pools	35,000	29,170	17,665	11,505
R&M-Roads & Alleyways	2,000	1,670	-	1,670
R&M-Sidewalks	15,000	12,500	92	12,408
R&M-Vehicles	15,000	12,500	4,004	8,496
R&M-User Supported Facility	20,000	16,670	7,570	9,100
R&M-Equipment Boats	6,000	5,000	2,592	2,408
R&M-Parks & Facilities	35,000	29,170	19,549	9,621
Miscellaneous Services	2,000	1,670	129	1,541
Misc-Contingency	10,000	8,330	7,659	671
Misc-Security Enhancements	6,500	5,420	2,529	2,891
Op Supplies - Fuel, Oil	5,000	4,170	1,862	2,308
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	45,785	(15,785)
Reserve - Sidewalks & Alleyways	60,000	60,000	14,136	45,864
Total Operation & Maintenance	280,000	251,680	170,785	80,895

HARMONY

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Debt Service</u>				
Principal Debt Retirement	-	-	12,260	(12,260)
Interest Expense	-	-	14,340	(14,340)
Total Debt Service	-	-	26,600	(26,600)
TOTAL EXPENDITURES				
	1,694,168	1,445,684	1,347,042	98,642
Excess (deficiency) of revenues				
Over (under) expenditures	100,943	346,706	483,285	136,579
<u>OTHER FINANCING SOURCES (USES)</u>				
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	\$ 320,106	\$ 483,285	\$ 163,179
FUND BALANCE, BEGINNING (OCT 1, 2020)	1,322,085	1,322,085	1,322,085	
FUND BALANCE, ENDING	\$ 1,396,428	\$ 1,642,191	\$ 1,805,370	

HARMONY

Community Development District

Series 2014 Debt Service Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 3,114	\$ 2,600	\$ 62	\$ (2,538)
Special Assmnts- Tax Collector	1,245,641	1,245,641	1,242,841	(2,800)
Special Assmnts- Prepayment	-	-	111,476	111,476
Special Assmnts- Discounts	(49,826)	(49,826)	(34,723)	15,103
TOTAL REVENUES	1,198,929	1,198,415	1,319,656	121,241
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	24,913	24,913	24,173	740
Total Administration	24,913	24,913	24,173	740
<u>Debt Service</u>				
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	1,324,317	(123,604)
Excess (deficiency) of revenues				
Over (under) expenditures	(1,784)	(2,298)	(4,661)	(2,363)
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(1,784)	-	-	-
TOTAL FINANCING SOURCES (USES)	(1,784)	-	-	-
Net change in fund balance	\$ (1,784)	\$ (2,298)	\$ (4,661)	\$ (2,363)
FUND BALANCE, BEGINNING (OCT 1, 2020)	1,236,752	1,236,752	1,236,752	
FUND BALANCE, ENDING	\$ 1,234,968	\$ 1,234,454	\$ 1,232,091	

HARMONY

Community Development District

Series 2015 Debt Service Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 2,270	\$ 1,890	\$ 37	\$ (1,853)
Special Assmnts- Tax Collector	908,123	908,123	867,673	(40,450)
Special Assmnts- Other	-	-	26,600	26,600
Special Assmnts- Prepayment	-	-	229,462	229,462
Special Assmnts- Discounts	(36,325)	(36,325)	(24,241)	12,084
TOTAL REVENUES	874,068	873,688	1,099,531	225,843
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	18,162	18,162	16,876	1,286
Total Administration	18,162	18,162	16,876	1,286
<u>Debt Service</u>				
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	1,320,260	(435,260)
Excess (deficiency) of revenues				
Over (under) expenditures	(10,932)	(11,312)	(220,729)	(209,417)
<u>OTHER FINANCING SOURCES (USES)</u>				
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	\$ 15,288	\$ (220,729)	\$ (236,017)
FUND BALANCE, BEGINNING (OCT 1, 2020)	981,688	981,688	981,688	
FUND BALANCE, ENDING	\$ 997,356	\$ 996,976	\$ 760,959	

HARMONY

Community Development District

Supporting Schedules

July 31, 2021

HARMONY
Community Development District

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

					Allocation by Fund		
Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	General Fund	Series 2014 Debt Service Fund	Series 2015 Debt Service Fund
ASSESSMENTS LEVIED FY 2021				\$ 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	1,064	54,854	25,651	17,197	12,006
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	55,352	-	1,164	56,516	26,428	17,718	12,370
05/12/21	1,340	-	27	1,368	640	429	299
06/08/21	8,978	(267)	183	8,895	4,159	2,789	1,947
06/25/21	241,551	(7,179)	4,930	239,301	111,902	75,023	52,376
TOTAL	\$ 3,776,434	\$ 110,755	\$ 77,105	\$ 3,964,294	\$ 1,853,780	\$ 1,242,841	\$ 867,673

Collected in % 100%

TOTAL OUTSTANDING	\$ -	\$ -	\$ -	\$ -
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Note ⁽¹⁾: Parcel # 30-26-32-2614-TRAC-VC10 has been removed from the tax roll.

Note ⁽²⁾: 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
July 31, 2021

General Fund

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account- Operating	Bank United	Checking Account	n/a	0.00%	\$414,408
Money Market Account	BankUnited	Money Market Account	n/a	0.20%	\$1,459,337
Subtotal					\$1,873,745

Debt Service and Capital Projects Funds
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<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2014 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$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%	\$612,531
Series 2015 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$107,329
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%	\$313,630
Subtotal					\$1,993,050
Total					\$3,866,795



3C.

Harmony

Community Development District

General Fund

Invoice Approval Report # 256

August 11, 2021

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
BRIGHT HOUSE NETWORKS - ACH	028483401070721 ACH	R	\$ 123.98
	028483501073121 ACH	R	\$ 109.98
	Vendor Total		\$ 233.96
HARMONY CDD C/O U.S. BANK	071621-1	R	\$ 78,542.94
	071421-2	R	\$ 54,833.73
	Vendor Total		\$ 133,376.67
LLS TAX SOLUTIONS INC	002354	R	\$ 600.00
	002353	R	\$ 600.00
	Vendor Total		\$ 1,200.00
McQUAGGE ELECTRIC CO	4238	R	\$ 499.62
	Vendor Total		\$ 499.62
NUTRIEN AG SOLUTIONS, INC	46175754	R	\$ 483.75
	Vendor Total		\$ 483.75
ORLANDO UTILITIES COMMISSION-ACH	071621-9921 ACH	R	\$ 11,333.41
	Vendor Total		\$ 11,333.41
PEGASUS ENGINEERING, LLC	225620	A	\$ 475.00
	225648	A	\$ 11,329.32
	Vendor Total		\$ 11,804.32
PINEY BRANCH MOTORS INC - ACH dba ALLIED TRAILERS	RI1088941 EFT	R	\$ 490.00
	RI1088942 EFT	R	\$ 90.00
	Vendor Total		\$ 580.00
POOLSURE	101295621203	R	\$ 322.50
	101295621207	R	\$ 435.40
	101295620355	R	\$ 35.00
	101295620354	R	\$ 60.00
	101295620723	R	\$ 315.00
	Vendor Total		\$ 1,167.90
SERVELLO & SONS INC	19708	R	\$ 39,667.17
	19779	R	\$ 653.42
	19776	R	\$ 2,200.00
	20021	R	\$ 826.18
	20039	R	\$ 510.42
	Vendor Total		\$ 43,857.19

Harmony

Community Development District

General Fund

Invoice Approval Report # 256

August 11, 2021

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
SPIES POOL LLC	370368	R	\$ 270.00
	370370	R	\$ 336.45
	370415	R	\$ 94.00
	Vendor Total		<u>\$ 700.45</u>
TOHO WATER AUTHORITY - ACH	060721-8380 ACH	R	\$ 608.07
	071921 ACH	R	\$ 3,384.27
	Vendor Total		<u>\$ 3,992.34</u>
TOM MACCUBBIN	101H	R	\$ 625.00
	Vendor Total		<u>\$ 625.00</u>
VERIZON - ACH	9883976929 ACH	R	\$ 372.98
	9881819560 ACH	R	\$ 672.96
	Vendor Total		<u>\$ 1,045.94</u>
WASTE CONNECTIONS OF FL.	1343522 ACH	R	\$ 256.50
	Vendor Total		<u>\$ 256.50</u>
YOUNG QUALLS, P.A.	16297	R	\$ 5,625.00
	Vendor Total		<u>\$ 5,625.00</u>
Total Invoices			\$ 216,782.05

HARMONY

Community Development District

Check Register

July 1 - July 31, 2021

COPY

HARMONY COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 7/1/21 to 7/31/21

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
<u>BANK UNITED MMA - (ACCT#XXXXX2815)</u>								
CHECK # 122								
07/06/21	Vendor	HARMONY CDD	070121	TXFR FROM BU MM TO CK	Cash with Fiscal Agent	103000	\$180,000.00	
							Check Total	\$180,000.00
							Account Total	\$180,000.00
<u>BANK UNITED GF - (ACCT#XXXXX9494)</u>								
CHECK # 418								
07/01/21	Vendor	POOLSURE	101295619189	JUL ASHLEY PARK CNTRL LEASE	R&M-Pools	001-546074-53910	\$60.00	
							Check Total	\$60.00
CHECK # 419								
07/01/21	Vendor	POOLSURE	101295619190	JUL SPLASH PAD CNTRL LEASE	R&M-Pools	001-546074-53910	\$35.00	
							Check Total	\$35.00
CHECK # 420								
07/06/21	Vendor	A-Z BACKFLOW INC.	21-368	BACKFLOW TESTING	Misc-Contingency	001-549900-53910	\$250.00	
							Check Total	\$250.00
CHECK # 421								
07/06/21	Vendor	POOLSURE	101295619871	6/29 SWIM CLUB BLEACH & ACID	R&M-Pools	001-546074-53910	\$315.00	
							Check Total	\$315.00
CHECK # 422								
07/06/21	Vendor	POOLSURE	101295619870	6/29 ASHLEY PARK BLEACH	R&M-Pools	001-546074-53910	\$412.50	
							Check Total	\$412.50
CHECK # 423								
07/06/21	Vendor	POOLSURE	101295619873	6/29 SPLASH PAD BLEACH	R&M-Pools	001-546074-53910	\$112.50	
							Check Total	\$112.50
CHECK # 424								
07/06/21	Vendor	SERVELLO & SONS INC	19455	JUNE LANDSCAPE MAINT	Cntrs-Landscape/Irrigation Maint	001-534171-53902	\$21,619.00	
07/06/21	Vendor	SERVELLO & SONS INC	19455	JUNE LANDSCAPE MAINT	Contracts-Mulch	001-534065-53902	\$5,016.77	
07/06/21	Vendor	SERVELLO & SONS INC	19455	JUNE LANDSCAPE MAINT	Cntrs-Shrub/Grnd Cover Annual Svc	001-534172-53902	\$13,031.40	
							Check Total	\$39,667.17
CHECK # 425								
07/06/21	Vendor	SERVELLO & SONS INC	19520	JUN IRRIGATION	Contracts-Irrigation	001-534073-53902	\$2,200.00	
							Check Total	\$2,200.00

COPY

HARMONY COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 7/1/21 to 7/31/21

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 426							
07/06/21	Vendor	SERVELLO & SONS INC	19525	JUNE EAST LAKE BERM	Contracts-Mulch	001-534065-53902	\$26.25
07/06/21	Vendor	SERVELLO & SONS INC	19525	JUNE EAST LAKE BERM	Cntrs-Landscape/Irrigation Maint	001-534171-53902	\$560.00
07/06/21	Vendor	SERVELLO & SONS INC	19525	JUNE EAST LAKE BERM	Cntrs-Shrub/Grnd Cover Annual Svc	001-534172-53902	\$67.17
Check Total							\$653.42
CHECK # 427							
07/06/21	Vendor	SERVELLO & SONS INC	19781	RMV TREE STRUCK BY LIGHTNING/STUMP GRIND/ INSTALL	R&M-Trees and Trimming	001-546099-53902	\$944.82
Check Total							\$944.82
CHECK # 428							
07/06/21	Vendor	SERVELLO & SONS INC	19785	IRRIGATION REPAIRS	R&M-Irrigation	001-546041-53902	\$817.06
Check Total							\$817.06
CHECK # 429							
07/06/21	Vendor	SYMBIONT SERVICE CORP.	116215	SRVC CALL-DETECTED HEATER #1 LEAK	R&M-Pools	001-546074-53910	\$143.00
Check Total							\$143.00
CHECK # 430							
07/06/21	Vendor	WASTE CONNECTIONS OF FL.	1338818	07/01/21-07/31/21 TRASH SRV	Utility - Refuse Removal	001-543020-53910	\$225.00
Check Total							\$225.00
CHECK # 431							
07/13/21	Vendor	NUTRIEN AG SOLUTIONS, INC	46015304	SONAR GENESIS & SONAR ONE	Miscellaneous Services	001-549001-53902	\$1,935.12
Check Total							\$1,935.12
CHECK # 432							
07/13/21	Vendor	SUN PUBLICATIONS DBA	308908	07/01/21-07/31/21 ADVERTISE	7/1 and 7/8 BOARD MEETING NOTICES	001-548002-51301	\$256.34
Check Total							\$256.34
CHECK # 433							
07/21/21	Vendor	ADVANCED MARINE SERVICES	114847	BATTERY	R&M-Equipment Boats	001-546223-53910	\$268.90
Check Total							\$268.90
CHECK # 434							
07/21/21	Vendor	AQUACAL	0000381452	SERVICE CALL - CONDENSER LEAKING	R&M-Pools	001-546074-53910	\$150.00
07/21/21	Vendor	AQUACAL	0000382388	RPLCD CONDENSER & DISPLAY PANEL	R&M-Pools	001-546074-53910	\$354.59
Check Total							\$504.59
CHECK # 435							
07/21/21	Vendor	NUTRIEN AG SOLUTIONS, INC	46175754	WEED MITIGATION	Misc-Contingency	001-549900-53902	\$483.75
Check Total							\$483.75
CHECK # 436							
07/27/21	Vendor	HARMONY CDD C/O U.S. BANK	071621-1	TXFR TAX COLLECT SER 2014	Due to other Funds	131000	\$78,542.94
Check Total							\$78,542.94

COPY

HARMONY COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 7/1/21 to 7/31/21

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 437							
07/27/21	Vendor	HARMONY CDD C/O U.S. BANK	071421-2	TXFR TAX COLLECT SER 2015	Due to other Funds	131000	\$54,833.73
Check Total							\$54,833.73
CHECK # 438							
07/27/21	Vendor	POOLSURE	101295620723	7/19 SWIM CLUB BLEACH	R&M-Pools	001-546074-53910	\$315.00
Check Total							\$315.00
CHECK # 439							
07/27/21	Vendor	TOM MACCUBBIN	101H	06/29/21 LANDSCAPE REVIEW	LANDSCAPE REVIEW	001-549001-53902	\$625.00
Check Total							\$625.00
CHECK # 440							
07/29/21	Vendor	LLS TAX SOLUTIONS INC	002354	BOND SERIES 2015 RBT PE 04/27/21	ProfServ-Arbitrage Rebate	001-531002-51301	\$600.00
07/29/21	Vendor	LLS TAX SOLUTIONS INC	002353	BOND SERIES 2014 RBT PE 6/29/21	ProfServ-Arbitrage Rebate	001-531002-51301	\$600.00
Check Total							\$1,200.00
CHECK # 441							
07/29/21	Vendor	McQUAGGE ELECTRIC CO	4238	CONCRETE BOX	R&M-Parks & Facilities	001-546225-53910	\$499.62
Check Total							\$499.62
CHECK # 442							
07/29/21	Vendor	SERVELLO & SONS INC	19708	JULY LANDSCAPE MAINT	Cntrs-Landscape/Irrigation Maint	001-534171-53902	\$21,619.00
07/29/21	Vendor	SERVELLO & SONS INC	19708	JULY LANDSCAPE MAINT	Contracts-Mulch	001-534065-53902	\$5,016.77
07/29/21	Vendor	SERVELLO & SONS INC	19708	JULY LANDSCAPE MAINT	Cntrs-Shrub/Grnd Cover Annual Svc	001-534172-53902	\$13,031.40
07/29/21	Vendor	SERVELLO & SONS INC	19776	JULY IRRIGATION	Contracts-Irrigation	001-534073-53902	\$2,200.00
07/29/21	Vendor	SERVELLO & SONS INC	19779	JULY EAST LAKE BERM	Contracts-Mulch	001-534065-53902	\$26.25
07/29/21	Vendor	SERVELLO & SONS INC	19779	JULY EAST LAKE BERM	Cntrs-Landscape/Irrigation Maint	001-534171-53902	\$560.00
07/29/21	Vendor	SERVELLO & SONS INC	19779	JULY EAST LAKE BERM	Cntrs-Shrub/Grnd Cover Annual Svc	001-534172-53902	\$67.17
Check Total							\$42,520.59
CHECK # 443							
07/29/21	Vendor	SPIES POOL LLC	370368	RPRD POOL LIGHTS WIRING @ BRKR	R&M-Pools	001-546074-53910	\$270.00
07/29/21	Vendor	SPIES POOL LLC	370370	RPR POP-OFF ON THE POOL FINISH	R&M-Pools	001-546074-53910	\$336.45
Check Total							\$606.45
CHECK # 444							
07/29/21	Vendor	SUN PUBLICATIONS DBA	311923	MEETING NOTICE FOR 7/29	Legal Advertising	001-548002-51301	\$48.24
Check Total							\$48.24
CHECK # 445							
07/29/21	Vendor	INFRAMARK, LLC	64726	JUNE MGMNT SRVCS	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$5,600.00
07/29/21	Vendor	INFRAMARK, LLC	64726	JUNE MGMNT SRVCS	Postage and Freight	001-541006-51301	\$7.65
07/29/21	Vendor	INFRAMARK, LLC	64726	JUNE MGMNT SRVCS	Printing and Binding	001-547001-51301	\$84.30
07/29/21	Vendor	INFRAMARK, LLC	64726	JUNE MGMNT SRVCS	ProfServ-Field Management	001-531016-53901	\$28,239.33
07/29/21	Vendor	INFRAMARK, LLC	64726	JUNE MGMNT SRVCS	ProfServ-Recording Secretary	001-531036-51301	\$275.00
Check Total							\$34,206.28

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HARMONY COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 7/1/21 to 7/31/21

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
ACH #DD882							
07/09/21	Vendor	PINEY BRANCH MOTORS INC - ACH	R11083477 EFT	07/02/21-08/01/21 40' CONTAINER LEASE	Reserve - Renewal&Replacement	001-568130-53910	\$90.00
ACH Total							\$90.00
ACH #DD883							
07/09/21	Vendor	PINEY BRANCH MOTORS INC - ACH	R11083476 ACH	07/02/21-08/01/21 12X60 OFFICE TRAILER	Reserve - Renewal&Replacement	001-568130-53910	\$490.00
ACH Total							\$490.00
ACH #DD886							
07/20/21	Vendor	TOHO WATER AUTHORITY - ACH	061921 ACH	05/19/21-06/19/21 WATER UTILITY	Utility - Water & Sewer	001-543021-53903	\$18,926.92
ACH Total							\$18,926.92
ACH #DD887							
07/10/21	Vendor	BRIGHT HOUSE NETWORKS - ACH	028483501063021 ACH	06/08/21-07/27/21 0050284835-01 Internet	Misc-Security Enhancements	001-549911-53910	\$109.98
ACH Total							\$109.98
ACH #DD889							
07/10/21	Vendor	VERIZON - ACH	9881819560 ACH	05/13/21-06/12/21 542375492-00001	Communication - Telephone	001-541003-53901	\$672.96
ACH Total							\$672.96
ACH #DD892							
07/20/21	Vendor	BRIGHT HOUSE NETWORKS - ACH	028483401070721 ACH	07/06/21-08/05/21 0050284834-01 Internet	Misc-Security Enhancements	001-549911-53910	\$123.98
ACH Total							\$123.98
ACH #DD899							
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	AMAZON-BATH TISSUE	001-546225-53910	\$45.45
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	AMAZON-SAFETY GLASSES	001-546225-53910	\$214.96
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	AMAZON-SAFETY GLASSES	001-546225-53910	\$29.72
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	AMAZON-RATCHET STRAPS	001-546104-53910	\$24.99
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	AMAZON-NITRILE GLOVES	001-546225-53910	\$108.23
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	BP-GAS TRUCK	001-552030-53910	\$74.51
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	SWAMP KUSTOMS-BOBCAT OIL CHANGE AND CALIPER/BRAKE	001-546104-53910	\$355.35
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	SWAMP KUSTOMS-MULE OIL CHANGE AND INSPECTION	001-546104-53910	\$180.25
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	AMAZON-OUTDOOR PATIO UMBRELLA	001-546074-53910	\$46.99
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	AMAZON-BATH TISSUE	001-546225-53910	\$136.35
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	AMAZON-NITRILE GLOVES	001-546225-53910	\$199.95
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	PAYPAL	001-549900-53910	\$79.99
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	AMAZON-2 IPHONE SCREEN PROTECTORS	001-549900-53910	\$25.90
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	AMAZON-MURIATIC ACID	001-546074-53910	\$72.78
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	SUNOCO GAS-TRUCK	001-552030-53910	\$82.24
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	AMAZON-POOL FILTER	001-546074-53910	\$86.97
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	AMAZON-INK CARTRIDGES	001-549900-53910	\$32.98
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	WINN-DIXIE STAFF WATER	001-549900-53910	\$33.00
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	AMAZON-CAR PHONE CHARGER	001-546104-53910	\$29.97
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	AMAZON-EYE WASH	001-546225-53910	\$59.94
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	AMAZON-PROJECTOR AND STAND	001-549900-53910	\$133.98
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	AMAZON-WIRELESS CAR CHARGER	001-546104-53910	\$32.99

COPY

HARMONY COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 7/1/21 to 7/31/21

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	HOME DEPOT-BOATHOUSE SUPPLIES	001-546225-53910	\$340.54
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	HOME DEPOT-BOATHOUSE SUPPLIES	001-546225-53910	\$158.76
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	AMAZON-SAFETY FACE SHIELDS	001-546225-53910	\$31.98
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	AMAZON-SANDPAPER	001-546225-53910	\$13.99
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	AMAZON-EYEWASH REFILL	001-546225-53910	\$74.97
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	AMAZON-SAFETY GLASSES/FACE SHIELDS/CHEMICAL GLOVES	001-546225-53910	\$62.50
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	AMAZON-WIRE DRILL BRUSHES	001-546225-53910	\$24.99
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	AMAZON-VIDEO CONF WEBCAM	001-549900-53910	\$173.99
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	AMAZON-MAGNETIC GATE LATCH & LOCK	001-546074-53910	\$65.00
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	AMAZON-PROF EFFECTS MIXER	001-549900-53910	\$149.99
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	INDEED-MAY 2021 SPONSORED JOBS	001-549900-53910	\$164.51
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	7-ELEVEN GAS-TRUCK	001-552030-53910	\$61.00
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	SUNOCO-DIESEL	001-552030-53910	\$26.82
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	AMAZON-ODOR CONTROL SYSTEM	001-546074-53910	\$25.08
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	SUNOCO-GAS - TRUCK	001-552030-53910	\$70.24
07/06/21	Vendor	CARDMEMBER SERVICES	060821-0832 ACH	CC PURCH THRU 06/08/21	SWAPM KUSTOMS-INSALL SHIFTERS	001-546224-53910	\$175.10
ACH Total							\$3,706.95
ACH #DD900							
07/06/21	Vendor	TOHO WATER AUTHORITY - ACH	060721-8380 ACH	05/19/21-06/07/21 WATER UTILITY	Utility - Water & Sewer	001-543021-53903	\$608.07
ACH Total							\$608.07
ACH #DD902							
07/01/21	Vendor	TOHO WATER AUTHORITY - ACH	051921-CORR ACH	6/1 CM -DRAFTED IN JULY	Utility - Water & Sewer	001-543021-53903	\$415.60
ACH Total							\$415.60
Account Total							\$287,826.48

Total Amount Paid	\$467,826.48
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Fourth Order of Business

4A.

**MINUTES OF MEETING
HARMONY WEST CDD & HARMONY CDD
BUCK LAKE COMMITTEE**

The Members of Buck Lake Committee held a Meeting on April 6, 2021 at 3:00 p.m., at Johnston’s Surveying, Inc., 900 Shady Lane, Kissimmee, Florida 34744.

Present were:

Chris Tyree	Harmony West CDD Representative
Cindy Cerbone	Harmony West CDD District Manager
Daniel Rom	Wrathell, Hunt and Associates, LLC
Jere Earlywine (via telephone)	Harmony West CDD District Counsel
Wes Haber (via telephone)	Hopping Green & Sams
Teresa Kramer	Harmony CDD Representative
Kristen Suit (via telephone)	Harmony CDD District Manager
Tristan LaNasa (via telephone)	Harmony CDD District Counsel
Jay Baker	Bio-Tech Consulting
Jon Avance	Bio-Tech Consulting

***Note: not all board members from Harmony West CDD or Harmony CDD were present for discussion.**

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 3:00 p.m. According to the Buck Lake Management and Cost Sharing Agreement between Harmony CDD and Harmony West CDD, each CDD appointed a Board Member representative.

SECOND ORDER OF BUSINESS

Confirmation of Committee Members

Ms. Cerbone stated that Harmony West CDD (HWCDD) appointed Chris Tyree and Harmony CDD (HCDD) appointed Teresa Kramer as their Board Member representatives; both were present in person.

THIRD ORDER OF BUSINESS

Discussion: Buck Lake Management and Cost Sharing Agreement

Ms. Cerbone presented the Buck Lake Management and Cost Sharing Agreement so that all in attendance may review the Agreement’s requirements, along with today’s meeting agenda. She believed that today’s meeting was the first official committee meeting on record.

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Ms. Kramer stated her understanding that some discussions occurred but she was unsure whether a formal public meeting occurred. Ms. Suit stated a formal public meeting had not occurred. Ms. Suit asked if Ms. Cerbone sent the Committee Meeting information to District Counsel for HCDD. Ms. Cerbone stated she had not. She invited Ms. Suit to do so and stated that she would do so following the meeting, if necessary.

FOURTH ORDER OF BUSINESS**Discussion/ Recap of Maintenance Services
by HWCDD/HCDD**

Ms. Cerbone stated the agenda included an item related to a discussion and recap of maintenance services that might have occurred by either CDD and a discussion of current conditions. This would be addressed by Mr. Baker and then the Committee Members and District Managers would provide input. Before discussing the Management Plan and Policies, background on where things stand today would be helpful, such as how HCDD might be utilizing the lake and how HWCDD might plan to utilize the lake in the future.

A. Prior Year Services

Ms. Cerbone stated that HWCDD has not contracted with any company to do anything specifically with Buck Lake; she believed the prior Developer had an agreement with Bio-Tech to do some work; however, that Developer sold the land and is no longer involved with the HWCDD and no longer on the HWCDD Board. To the best of her knowledge, the new Developer, Forestar, would have been working with her if any new agreements were entered into. Although the Committee would not be making any decisions, she asked Mr. Baker to provide a proposal for consideration later in the meeting. She asked the Forestar representative to confirm that Forestar had not done any lake work. Mr. Tyree stated Forestar had not.

Ms. Cerbone stated, on the HCDD side, she believed that some minimal types of work might have been performed. Ms. Kramer stated that their Field Services Staff has been maintaining the lake and performing monthly inspections. Two employees certified and licensed to apply aquatic pesticides and herbicides have been managing the lake for quite a while.

Ms. Cerbone asked if Ms. Kramer was referring to the portion of the lake closest to the boundary of the HCDD or the entire lake. Ms. Kramer stated that HCDD had been treating the entire lake because, for the longest time, HCDD was the only entity using the lake, so they

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maintained the lake in its entirety, including maintaining vegetative buffers and preventing encroachment into the lake.

Ms. Cerbone asked Ms. Suit to add any necessary information. She noted, for the record, that was fine because, according to Page 4, Item 8 c of the Agreement, "Harmony and Harmony West retain the right to fund independently and provide supplemental maintenance services of Buck Lake at their discretion, providing such activities are supported by best lake management practices for these public services". Based on that statement, she believed that nothing inappropriate happened, according to the Agreement.

Ms. Kramer stated HCDD'S previous chairman been in discussions with Mr. Jerman for a considerable time and he had offered that HCDD would be the lake maintenance entity and offered a cost share of \$600 per month from each party. For whatever reason, to her knowledge, they never entered into a contract; her understanding was that, in the past, HWCDD budgeted, \$500 a month for that service for this fiscal year.

For the record, Ms. Cerbone stated that was not correct; a rough estimate of \$5,000 was budgeted for the maintenance of Buck Lake but it did not specify what type of maintenance, whether it would be environmental consulting, water treatment, littoral management; it was just a line item for \$5,000. Ms. Kramer asked if that was \$5,000 for the year. Ms. Cerbone responded affirmatively. Ms. Kramer stated that a proposal was presented to Mr. Jerman and, evidently, he never responded to it.

Ms. Cerbone stated that was the reason for today's Committee meeting. It was so that each Committee Member may bring ideas and direction back to their CDD Boards for consideration. She asked for any additional facts related to prior year services. There were none.

B. Current Conditions/Requirements: (Speaker: Bio-Tech Consulting, Inc.)

Mr. Baker stated that his firm, like the HCDD field services staff members, was previously contracted to maintain the lake with herbicide treatments. The biggest recurring problem was water hyacinths, which would clog the canals and block access for fishing; treatments were done to keep the canals clear. Ms. Kramer asked if that was done for HCDD. Mr. Baker replied affirmatively. Ms. Kramer stated that those canals are the biggest problem source of water hyacinths, requiring constant treatment. Mr. Baker concurred and stated that treatments were done monthly by Bio-Tech, via airboat, and those treatments have not been

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done by Bio-Tech in at least two years. He believed that, currently, HCDD field services staff members are conducting the only lake management.

Mr. Baker stated the wetlands associated with Buck Lake are governed by an Environmental Resource Permit (ERP), which requires the wetlands be preserved as mitigation for some of the wetland impacts in Phase 1 of Harmony West. He reported that there are seven transects that Bio-Tech monitors for the Water Management District (WMD). Monitoring events are completed biannually, once in the dry season and once in the wet season, and nuisance and exotic vegetation in those wetland areas are also addressed. The WMD requires that the majority of the wetlands be kept free of nuisance and exotic vegetation; some issues currently exist with old world climbing fern, Brazilian pepper and minor exotics that occur at the edge of the lake. Ongoing monthly maintenance is completed and a report is provided monthly.

Ms. Kramer asked if he was treating Caesar weed and Cogon grass. Mr. Baker responded affirmatively. Ms. Kramer stated that HCDD has the same issues.

Mr. Baker stated that the HCDD wetlands have conservation easements as well. Bio-Tech performs the two monthly events and provides the WMD with a report at the end of the year. It was currently year four out of a five-year requirement; at the end of those five years, the last report will request a signoff from those monitoring requirements. If the WMD feels the goals have been achieved, the monitoring and reporting requirements will be released but, in the permitted language, maintenance necessary to ensure that nuisance and exotic vegetation does not take over the wetlands must still be performed. So, theoretically, maintenance would still be required, whether it is quarterly or how ever the needed frequency is determined.

Ms. Kramer stated that wetland maintenance was separate and apart from lake maintenance and Ms. Cerbone agreed. Mr. Baker responded affirmatively and stated that other issues, known when permitting the site, may include landfill, which the WMD may require to be removed at a possible cost, in the future.

Ms. Cerbone noted this was a lake discussion, as opposed to a Wetlands discussion; from a lake perspective, it seemed the water hyacinths were the primary concern. She asked Mr. Baker if, when he said it had been two years since his firm provided service, he meant that was related to the lake. Mr. Baker responded affirmatively.

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Ms. Kramer stated that, ever since Bio-Tech finished, the HCDD field operations staff has been out maintaining the lake. Mr. Baker stated that mosquito fern and duckweed types of floating vegetation were one of the biggest problems; however, water hyacinths were what fishermen complained about the most. Those fishermen were not outside people but residents utilizing the Buck Lake boat ramp.

Ms. Cerbone asked those in attendance if there was anything missing regarding the current lake conditions, aside from what Mr. Baker and Ms. Kramer mentioned. Ms. Kramer stated she noticed, over the last year, more of an encroachment of torpedo grass in shallower areas, near the boat docks. Mr. Baker stated it had been two years since he was out there but the area where he noticed that most was near the kayak storage area. He stated some maiden cane and natives were present in that area as well but it was not a severe problem. Ms. Kramer agreed it was not severe and stated that no hydrilla or major duckweed problems were noticed; the lake was relatively healthy and they wanted to keep it that way. LakeWatch monitors the lake and does sampling with the goal of keeping the lake healthy and usable for residents.

Ms. Cerbone stated this was one of the purposes of the Committee meetings. She asked if there was anything else to mention, with regard to the condition of the lake, before discussing the Management Agreement and what the Committee is tasked to do. Mr. Baker stated he felt that all of the important points on his end were discussed.

Ms. Cerbone reviewed the Agreement, noting Item 4, on Page 2, that no decision-making would be done here; it would be more of a discussion. The meeting today was advertised and that, with her attendance, HWCDD would be responsible for all administrative tasks, including preparing minutes and maintaining public records. According to Item C, "Once a year the committee shall meet no later than May 1 to review prior year financial activity." Financial activity has not occurred to date for last year or this year for HWCDD, although there is a \$5,000 line item in the budget and a proposal from Bio-Tech to be discussed.

Ms. Kramer stated that HCDD would absolutely love for HWCDD to reimburse for all the work HCDD has done in this year. Ms. Cerbone stated the HCDD representative discussed monies spent in this year and previous fiscal years in order to maintain the lake and not just the shoreline or the area adjacent to their District line and stated that she hoped the two Committee members will consider that a review of prior year financial activity sufficient for now. The Committee members responded affirmatively.

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Ms. Cerbone read Item 4c. ii, “confirm current year treatment plans and funding status” and stated her understanding was that the current year’s treatment for the entire lake is being covered and funded by HCDD. Ms. Kramer stated that is correct. Ms. Cerbone stated nothing is in progress with HCDD but that budgeted line item is included.

Ms. Cerbone read Item 4c. iii, “Coordinate with vendors and staff to come up with a good faith estimate of costs for the next fiscal year.” and stated, before doing that, she would like to review Item 4c. iv, “propose, review, and make proposed updates or modifications to a ‘Buck Lake Management Plan’ as further described below”. There is no current Buck Lake Management Plan. She asked if HCDD drafted one on its own.

Ms. Kramer stated that she had not seen one but she was relatively new to the Board. Ms. Cerbone asked Ms. Suit if it was a somewhat safe assumption that there is no Agreement, even if informal. Ms. Suit stated that was correct and that there were discussions but Mr. Jerman did not want to proceed with what was proposed.

Ms. Cerbone stated she wanted to get to the bottom line first. She did not believe that either CDD Board has an environmental expert on it, which was why Mr. Baker was there.

Ms. Kramer stated that she was previously the Water Resources Manager for Brevard County and the Environmental Planner, with a Master’s Degree in Environmental Science and Engineering from Virginia Tech; that being what it may, she stated she used to make her living doing exactly what Bio-Tech, Austin Environmental, and other groups do.

Ms. Cerbone stated that someone needs to come up with a Management Plan and she was not qualified to do it. Ms. Suit stated she was not qualified to put the plan together. Ms. Kramer stated she would rather not do it.

Ms. Cerbone stated that is why Mr. Baker was asked to provide a proposal. Nothing would be approved; however, this was for discussion and for each CDD Board to consider and approve. She stated that Mr. Baker is aware of what is asked for in the agreed-upon document and provided a proposal in order to prepare a Management Plan and provide advisory, consulting and inspection services. She invited comments from all attendees.

Ms. Kramer stated they could take what the HCDD field services staff has been doing and insert language that could be wordsmithed and assemble a Management Plan that would suffice, and that from what she has been hearing they have been doing a good job.

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Mr. Baker agreed and stated, in creating the Management Plan, they would take any input from HWCDD and HCDD regarding what direction they want the lake to go, as far as enhancing fisheries and native vegetation.

Ms. Kramer stated she could provide historic documents from the previous contractor. Mr. Baker stated he had all the documentation.

Mr. LaNasa joined the meeting at approximately 3:24 p.m.

Ms. Kramer stated she believed there was a Lake Management Plan historically that Greg Golgolwski had put together. Ms. Cerbone asked if, with two CDDs and two Boards, there was more of a comfort level having a third party prepare it.

Mr. Earlywine stated, from a legal perspective, although it costs money, utilizing a third-party contractor would be beneficial in terms of liability.

Ms. Kramer stated there was plenty of information that Mr. Baker could pull together to construct a good Management Plan.

Ms. Cerbone asked if she was hearing that the representatives from each CDD prefer to have a third party prepare the Management Plan. Mr. Tyree responded affirmatively. Ms. Kramer stated that was correct but HCDD has a procurement plan in place and would like a number of proposals to ensure they are getting an appropriate cost. Ms. Cerbone stated she did not disagree; the cost was fairly minimal but she thought it would cost more to do that than to take the proposal back to the CDD Boards. Ms. Kramer asked Mr. Baker what the plan would entail. Mr. Baker stated he had a good amount of information; it would depend upon which direction the two CDDs wished to take, such as creating a planting plan, stocking bait fish or to maintain what was currently being done.

Mr. Earlywine stated the Agreement calls for a long-term plan, which maintains the lake in compliance with permit requirements. He suggested developing a baseline plan first and then suggestions for adding fish or whatever is appropriate can be added later. He felt that Ms. Kramer was looking for a basic cost to put together a Management Plan that complies with the Agreement and keeps the lake in compliance with the law and regulatory requirements. Ms. Kramer responded affirmatively. Mr. Baker stated that is what HCDD is doing now.

Mr. Tyree stated Bio-Tech would need to formalize a Management Plan consistent with WMD permitting and core permitting required to maintain the lake. Mr. Earlywine asked for the price. Mr. Baker stated the price was an hourly, not-to-exceed amount, which includes adding

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other items. Mr. Earlywine stated he understood the fee was not-to-exceed \$1,450 and, on an hourly basis up to that level, with add-ons if additional things must be done. Mr. Baker stated that was correct. Mr. Earlywine asked Ms. Kramer how that sounds. Ms. Kramer stated she could take that to the CDD Board. Ms. Cerbone asked if that was something she was comfortable taking to the CDD Board. Ms. Kramer responded yes, a comprehensive plan that would satisfy all the permit requirements and specify the ground rules for what would be treated and to what quality the lake would be maintained; she felt that was a reasonable price for that type of plan. Ms. Suit asked if that was a monthly fee. Ms. Kramer stated that was a one-time fee for the Management Plan. Ms. Cerbone stated the costs were as described in the agenda and she would discuss costs again at the end.

Ms. Cerbone asked, if the Management Plan was the only thing discussed today, would both Buck Lake Committee CDD members be comfortable recommending and discussing with their Boards that this would be a good move forward. Ms. Kramer responded affirmatively, stating that a formal management plan would be drafted so that it would be available to the WMD and both Boards as to what would be done moving forward. Mr. Tyree responded affirmatively.

Ms. Cerbone stated she did not think a Management Plan would be ready for review at a Committee Meeting before May 1, 2021.

FIFTH ORDER OF BUSINESS

**Discussion: Current Year Treatment Plans
and Funding**

A. Bio-Tech Consulting, Inc., Proposal for Annual Inspection and Recommended Maintenance

This item was presented in conjunction with Item 4B.

Ms. Cerbone stated, since there is no formal plan in place for Committee review, Bio-Tech would most likely develop a plan upon approval from each CDD.

B. Status of Previous ACOE Violation

Ms. Cerbone asked Mr. Baker to provide an update regarding the Army Corps of Engineers (ACOE) violation. Mr. Baker stated the ACOE enforcement issue is relegated only to the "Harmony" Main CDD property, HCDD, which was separate from the HWCDD and Harmony Central. When the initial permit was issued in 2001, HCDD (Birchwood Acres) was supposed to

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have recorded conservation easements with third party enforcement rights to the ACOE. Some additional minor issues have since been taken care of, including authorization for building docks on Buck Lake. The HCDD has provided reworded conservation easements to the ACOE, using the South Florida Water Management District's (SFWMD) standard language to include third party enforcement rights. This new wording is under review with the ACOE Office of General Counsel in Jacksonville. The process has been ongoing for over two and a half years.

Mr. Tyree stated that does not include any of the property on the HCDD side. Mr. Baker stated it does not. Ms. Cerbone asked Mr. Earlywine and Mr. LaNasa if this pertains to this Committee. Mr. Earlywine stated he did not see how it does because it deals with areas outside of the lake. Mr. Baker stated that associated wetlands, subject to conservation easements, are part of the lake and all the easements are part of the violation. Mr. Tyree clarified that there are wetlands on the Harmony main portion of the lake associated with these violations. Mr. Baker stated all the wetlands on the south side of Buck Lake are included.

Mr. Earlywine asked who was working on the language. Mr. Baker stated it was standard language from the SFWMD. Mr. Earlywine stated it seemed that, if the language is approved, the easements should just be updated. Mr. Baker concurred.

Ms. Kramer asked Mr. LaNasa if he had knowledge about any legal work done on the easements. Mr. LaNasa stated he did not but he could research them; however, to the best of his knowledge, easements were drafted but not approved.

Mr. Baker stated that easements were recorded with the SFWMD standard language but there were no third-party enforcement rights; enforcement rights need to be recorded over the existing conservation easements to allow the ACOE to enforce.

Mr. Earlywine asked if they were sure that those easements are within the legal description of Buck Lake subject to the Agreement. Mr. Baker stated at least a portion, up to the normal high-water elevation.

Ms. Suit stated they were referring to the portions of the wetlands. Three were owned by Harmony Central, four were owned by Harmony Florida Land, and 4B and 10 were owned by the HCDD. Mr. Baker thought there were four entities: Harmony Florida Land, HCDD, Harmony Retail and Harmony Central. Ms. Kramer stated that Harmony Retail has some by Cat Lake but not on Buck Lake.

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Ms. Suit stated a portion of Wetlands 3 was owned by Harmony Central LLC, a portion of Wetlands 4 owned by Harmony Florida Land, and Wetlands 4B and 10 owned by the HCDD. Ms. Cerbone asked if anything should be taken back to the CDD meetings by Committee Members or District Staff regarding work being done. The consensus was that the Committee was waiting on a response from the Federal Government.

Ms. Suit stated a wetland parcel right on the edge of Buck Lake was not within the legal boundaries of the HCDD, according to the Property Appraiser; the ordinance needed to be amended to remove the ad-valorem assessments. Mr. Tyree stated another wetland parcel was not part of the original boundary and would be incorporated in a new Boundary Amendment. Ms. Suit would email the parcel number so it could be addressed separately.

Ms. Cerbone asked the HWCDD representative to provide an estimated time for potential use for residents on the HWCDD side of Buck Lake utilizing Buck Lake. Mr. Tyree stated that the canals are part of the mini center that is in permitting; groundbreaking was scheduled for May and a 12 month build out was planned. A small canoe/kayak launch would be put in those canal areas. Another piece, on the north side of Buck Lake, would be a future site in approximately four years. Ms. Cerbone stated she wanted to set historical context for usage in both the near term and the long term.

C. Updates to Buck Lake Management Plan

This item was deferred.

D. Expenses Incurred in Fiscal Year 2021

This item was presented in conjunction with Item 4B.

SIXTH ORDER OF BUSINESS

**Discussion: Updates to Buck Lake Policies
(see existing policies below)**

A. Prohibit Gas-Powered Boats for Purposes Other than Rescue Operations

B. Difference in Treatment of Harmony Residents and Harmony West Residents

C. Other

Ms. Cerbone stated, according to the Agreement, some minimal items needed to be included in the Policies noted in Section 9, on Page 4. She asked if the Policies included are sufficient for now, or if the Committee wants to expand or update these in the near term.

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Mr. Earlywine stated that the policies in Section 9 is pretty thin, prohibiting gas-powered boats and providing for equal treatment and that he viewed the HCDD website, which included rules for boating beyond the scope of the discussion. It was unclear from the Agreement what was originally contemplated to be part of these Policies; this seems to be only the minimum. He observed that HCDD has many different policies governing lake usage. It seemed some mix should be in place regarding fishing or water quality issues. He asked if the Bio-Tech consultants have a sense of what policies should be in place, from an environmental perspective. Mr. Baker stated the original Harmony DRI laid out all the policies for the lake, mainly the prohibition on gas-powered engines. Mr. Earlywine asked if it was as easy as using language from the DRA or referencing the DRI. Mr. Baker stated those are documents by which the CDDs are bound.

Ms. Kramer stated the other "Harmony Main" policies included letting the lake rest on Tuesdays, when boating and fishing are prohibited; it has typically not been seen as a hardship and no residents seem to complain. Another policy, not sure of current enforcement, is a prohibition on private boats, mainly due to hydrilla. There is no boat ramp so launched boats are not allowed but kayaks could be brought in. She asked if boats or a launch area would be provided. Mr. Tyree stated a canoe/kayak launch area would be provided but boats would not be provided for rent, due to liability issues. Private canoes and kayaks would be permitted.

Ms. Kramer suggested that a policy for cleaning of boats prior to entering the lake might be beneficial. She expressed her opinion that, given the HCDD ownership, the lake would be available to the public and, if it were gated, the public may be subject to a user fee or a waiver. Mr. Tyree stated both amenity centers were private entities that would be operated by the POA and there was no way for a nonresident to access the lake.

Mr. Earlywine discussed easement issues and stated a nonresident rate may need to be established; he suggested circulating the DRA language for the Committee's consideration. You may be better off adopting a nonresident user rate could be adopted through rulemaking, if necessary.

Mr. Tyree noted that the policy might need to allow for gas-powered boats for maintenance and rescue operations to permit airboats for maintenance. Mr. Baker stated he believed that it is in the DRI, since airboats were used for maintenance.

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Ms. Cerbone stated, according to the Agreement, the Buck Lake Policies should be adopted no later than June 1 and suggested the Committee declare the Policies in the Agreement acceptable and that, as of today, all parties agree that, while the Policies in the Agreement will be modified in the future, but they will not be available for Board review before June 1. The Committee members agreed.

SEVENTH ORDER OF BUSINESS

**Recap of Committee Items to Present to
Respective CDD Boards**

A. Buck Lake Policies

Ms. Cerbone stated this was the first Committee meeting and, in summary:

- The Committee wants to employ Bio-Tech to create the Management Plan.
- The Committee members are comfortable with the Policies and would present them to their CDD Boards. At some point, in the near future, the Committee would reconvene to update the Policies.

Ms. Suit stated she believed a Usage Agreement was executed between the CDDs. Ms. Cerbone asked if it was executed by both parties. Ms. Suit stated she would research it. Ms. Cerbone stated she did not recall a Usage Agreement executed or on an agenda. She asked Ms. Suit to send the document in question and asked what type of usage it addressed. Ms. Suit stated it was in reference to what each CDD could do with the lake. Ms. Kramer stated she had not seen one either and asked if it was the License Agreement. Ms. Suit stated the License Agreement was terminated and this was around the same time. Ms. Cerbone asked Mr. Rom to consult with the Director of Administration regarding if an executed or unexecuted document was received.

Mr. Earlywine left the meeting at 3:58 p.m.

Mr. Haber joined the meeting at 3:58 p.m.

Ms. Cerbone asked those in attendance if they wished to discuss any additional items in the Agreement. There were no additional items to discuss.

B. Buck Lake Management Plan

• Lake Management Costs for Fiscal Year 2022

Ms. Cerbone stated she wanted to Ms. Kramer’s earlier statement that HCDD has been expending funds in prior years for treatment of the lake.

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Ms. Kramer stated HCDD had, in one way or another, for almost the last 20 years.

Ms. Cerbone noted that there were residents utilizing the lake, and the HWCDD side did not have anybody utilizing the lake from access points that had been created on the HWCDD side.

Ms. Kramer stated that was correct but there have been developmental impacts.

Ms. Cerbone asked if Ms. Kramer wanted to comment further on previous expenditures of funds or make any request regarding the current fiscal year.

Ms. Kramer expressed her belief that HCDD was a little concerned and that negotiation with Mr. Jerman started before she joined the Board but that there were good faith negotiations and continuation, even after the Agreement was signed, for maintaining the lake and keeping it in good health. Unfortunately, HCDD was unable to do more hyacinth treatment in the canals, once the prior ownership took place but treatment of the actual lake continued and they would appreciate HWCDD contributing some money to pay for those past expenses.

Mr. Tyree asked what amount she was talking about.

Ms. Kramer stated that \$600 per month was originally proposed to Mr. Jerman; however, since they had not been formally breaking it out, she spoke with the Field Services Manager about possibly going lower. She felt that an equitable amount would be at least \$400 to \$500 per month. She stated that Harmony Field Services surveyed the shorelines, evaluated the water column, spot treated areas with vegetative problems and ensured that the lake remained in a healthy state.

Mr. Tyree observed that the cost amounted to \$12,000 annually to maintain a natural water body, not a stormwater pond. He asked Mr. Baker what monthly charge he was proposing. Mr. Baker stated he would need to submit a maintenance proposal based on the Management Plan. Mr. Tyree stated he would like to see that proposal before agreeing to anything; he observed that the south and western shoreline of the lake seemed natural and was untouched for quite some time, as far as he could tell.

Ms. Kramer stated agricultural uses have been maintained on that area.

Mr. Tyree stated he had not observed any maintenance on the western shoreline, the portion owned by HWCDD, in quite some time and it all looked natural to him.

Ms. Kramer stated that, prior to the last four to five months, the hyacinth problem had been treated in the canals.

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Mr. Kramer stated that he had not seen any treatment in the canals and barriers were in place.

Mr. Tyree stated that site construction began in November 2019 and barriers installed to maintain water discharge from site construction; he had not seen anyone in the canals in over a year.

Ms. Kramer stated, when barriers went up, Staff could not go into the canals anymore but they were maintaining the area.

Mr. Tyree stated, in the last year, nobody was maintaining the canals. He asked if something was being charged for work that was not being done to our side of the lake.

Ms. Kramer stated that field staff purchases the chemicals and treats the lake.

Mr. Tyree stated that nobody has been in the canals in eight to ten months so he was curious as to why they would charge that much, when not as much work was done.

Ms. Kramer stated there really is not a side of the lake. The lake is a living water body and what happens on one side of the lake affects the other; staff members survey the shoreline and treat the entire lake, as a whole, and do spot treatments, not limited to the south shoreline.

Ms. Cerbone suggested a "No harm, no foul" position as to why the Committee did not have a meeting last year. The Committee agreed.

Ms. Cerbone suggested that the Committee agree that this year is done and the Committee should focus on the new fiscal year ahead. There was no consensus.

Ms. Cerbone stated her second suggestion was that HCDD continue its ongoing maintenance through the end of the year and HWCDD would cover the production of the Management Plan by Bio-Tech. There was no consensus.

Ms. Kramer stated she felt that HCDD was on the short end of the stick because, based on the Agreement during this fiscal year, the CDDs were supposed to split the cost of maintaining the lake 50/50.

Ms. Cerbone stated that nothing was agreed to by the CDD Boards so she was going to Section C, where it says they each have the right to fund independently and provide such services. She asked if the District Counsel for each CDD would like to weigh in.

Mr. Tyree felt that the bottom line is what it actually costs and, if those costs were provided, it would be considered and decided on. Right now, a number of \$500 or \$600 was put

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BUCK LAKE COMMITTEE****April 6, 2021**

on the table and, to his knowledge, he had not seen anybody in the canals maintaining anything in the last year, since they have owned the property.

Ms. Kramer stated it is not just the canals, it is the lake, which they own. Mr. Tyree stated he understood. Ms. Kramer stated, if a report came back that the lake was in horrible condition, or needed major remediation or that HCDD had not been taking care of it, she could understand Mr. Tyree's position; however, HCDD has been taking good care of the lake and preserved the amenity for HWCDD, as well as for HCDD. She thought Bio-Tech could estimate a reasonable cost to maintain the lake in that condition on a monthly basis. Ms. Cerbone stated, then we can have further discussion. Mr. Tyree stated he was just looking for backup for the costs. Ms. Cerbone asked Mr. Baker to provide a service proposal and asked Ms. Kramer if the field operations team keeps logs with dates and times of service. Ms. Kramer replied that, unfortunately they did not; however, since she joined the Board, hours and chemicals and processes were being tracked.

As District Manager for HWCDD, Ms. Cerbone requested that someone at HCDD send a brief write up of whatever backup they have for review at the next Committee meeting. She would include that information and Mr. Baker's proposal into the agenda but, right now, the Committee was at an impasse on the current year until additional information is received, as far as whether HWCDD would contribute to HCDD for the current fiscal year. Ms. Kramer stated she would be happy to provide additional information and she would present this to her Board.

Mr. Tyree stated he just needed backup for the expenses. Ms. Cerbone stated chemicals, labor, total and approximate dates. Mr. Tyree stated he needed to understand the costs and budget correctly, moving forward.

Ms. Cerbone stated, going into Fiscal Year 2022, the Committee needed to calculate an agreed-upon cost. According to the Agreement, HWCDD was required to incur the cost and send an invoice to HCDD. Ms. Kramer stated HWCDD actually enters into the Agreement as owners of the lake and HCDD pays 50%. She presumed the CDDs must agree to the costs.

Mr. Tyree discussed why he believed the costs already paid by HCDD and their reimbursements for the upcoming maintenance would be a wash. He suggested if they could formalize a budget with Bio-Tech, as a third party, with agreed upon costs, HCDD may not need to pay its 50% portion of those costs for Fiscal Year 2022 or 2023 in exchange for work HCDD

**HARMONY WEST CDD & HARMONY CDD
BUCK LAKE COMMITTEE**

April 6, 2021

has provided. Ms. Cerbone stated the only additional cost would be for creation of the Management Plan.

EIGHTH ORDER OF BUSINESS

Committee Comments/Requests

Ms. Cerbone stated there would most likely not be another Committee meeting before budget presentations. The HWCDD would most likely rely on information provided by Mr. Baker and Ms. Kramer.

Mr. Baker was asked to provide a proposal by the end of April. Ms. Cerbone stated, before engaging Bio-Tech, approval by the CDDs would be required. The Action Plan coming from this meeting is that both parties would recommend to the CDD Boards that Bio-Tech be engaged to prepare the Management Plan and to coordinate any applicable environmental related work for Buck Lake, to go into effect October 1, 2021.

Ms. Cerbone requested the Bio-Tech proposal for lake service no later than the end of April. Ms. Kramer expressed that the Boards need to know that the Bio-Tech proposed costs are in line. Ms. Suit asked how much they were talking about. Mr. Baker stated he had not been out in two years so he would like to survey the lake before submitting a proposal. Ms. Suit suggested Ms. Kramer reserve the right to request additional proposals, if necessary. Ms. Cerbone stated that sounded fair.

It was agreed that the two Policies would remain in place for the time being. The intention was to meet at a later date to discuss additional policies, the DRI and the Management Plan.

NINTH ORDER OF BUSINESS

Adjournment

There being nothing further to discuss, the meeting adjourned at 4:20 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**HARMONY WEST CDD & HARMONY CDD
BUCK LAKE COMMITTEE**

April 6, 2021

Secretary/Assistant Secretary

Chair/Vice Chair

SEVENTH ORDER OF BUSINESS

7A.

7Ai.

COPY



PROJECT MEMORANDUM

To: Harmony Community Development District Board of Supervisors

From: David Hamstra, P.E., CFM *DWH*
District Engineer

Date: August 18, 2021

Re: Harmony Community Development District

Subject: District Engineer Report #2

The purpose of this project memorandum is to briefly describe current and upcoming assignments.

Dog Park

On August 4, 2021, Osceola County Department of Community Development approved the revised site plan (SPF21-0086) (refer to Attachment "A" for the County's approval letter). On August 5, 2021, the County issued the stamped approved construction plan. Concurrently, Inframark (Gerhard van der Snel) has been coordinating with the Toho Water Authority to secure approval to install a water service line and meter.

The week of August 9, 2021, Pegasus Engineering coordinated with Osceola County (Tina Stadlander and Silvia Juhas) to schedule the on-site pre-construction meeting. Also, during the week of August 9, 2021, Chapco Fence updated their proposal to reflect the final revised site plan quantities. Lastly, the District Counsel revised the Agreement between Chapco Fence and the Harmony CDD.

Five Oaks Drive Crosswalk

Pegasus Engineering continued to contact KoPac Construction and Engineering to request their proposal be updated to reflect the final quantities in order to finalize the agreement with the Harmony CDD and schedule the construction of the concrete approaches and ramps. In the event KoPac do not provide an updated proposal in time, we have also coordinated with Inframark to provide a proposal for the proposed concrete work.

Reserve Study

During the prior CDD meeting, the Board of Supervisors selected Florida Reserve Study and Appraisals, Inc. to perform the Reserve Study. On Friday, August 20, 2021, a project kick-off meeting will take place with Florida Reserve Study and Appraisals (Steve Specialist), Inframark (Brett Perez and Gerhard van der Snel), and Pegasus Engineering (David Hamstra).

Footbridge Repairs

The week of August 9, 2021, Pegasus Engineering (David Hamstra and Greg Teague) coordinated with Inframark (Angel Montagna and Brett Perez) and Teresa Kramer regarding undermining and erosion issues pertaining to the west concrete approach associated with the north footbridge (Bridge A). It was agreed upon to have the contractor (Dock-ters Marine Construction) provide flowable fill, as well as expansion and joints filler to stabilize the observed condition. On August 16, 2021, the contractor submitted the requested change order in the amount of \$2,858.00 (refer to Attachment "B").

Garden Road and RV Parking Lot

The week of August 16, 2021, Pegasus Engineering (Greg Teague) reviewed Steve Boyd's project files to determine the status of the construction plans. Steve Boyd has a set of construction plans with a digital signature dated 05/27/21 and we were able to confirm that an application was uploaded to Osceola County on 05/27/21. At this time, we can only view portions of the online file for SDP21-0087 because this is still linked to Steve Boyd the same way that the Dog Park was. We will need to make a similar request to the County's IT Department to gain full access.

The construction plans show a 6-ft high fencing around the RV storage area with a double 20-ft wide gate that connects to Tract "GM-4" (Garden Street). Crushed concrete 18-ft wide is proposed along Garden Street with two (2) separate pull-off areas each measuring 12- ft x 20-ft.

Harmony Community Development District
District Engineer Report #2
August 18, 2021
Page 3

Cherry Hill Rear Yard Swale Repairs

Pegasus Engineering (David Hamstra) shall prepare a draft letter to the homeowners at 3170 Dark Sky Drive to request that their swale be regraded to allow positive drainage from south to north. With respect to 3136 Darky Sky Drive, Inframark (Gerhard van der Snel) shall continue to coordinate with the pool contractor to regrade the swale to allow positive drainage from north to south towards the existing inlet.

Billy's Trail

On Thursday, August 19, 2021, Inframark (Brett Perez and Gerhard van der Snel) and Pegasus Engineering (David Hamstra) will inspect the current conditions of the trail and report the findings at the CDD meeting.

Neighborhoods C-1 and C-2 Milling and Resurfacing Alleyways

On Saturday, July 24, 2021, Pegasus Engineering (David Hamstra) conducted a site inspection of the alleyways to confirm the existing stormwater infrastructure, the current low spots, and potential constraints. Pegasus Engineering (Greg Teague) shall begin preparing a scope of work and a bid schedule after we depict the existing sanitary sewer systems within the alleyways so the Harmony CDD can use to solicit bids for the proposed work.

END OF MEMO

cc: Angel Montagna, Inframark Services
Tristan LaNasa, Young Qualls, P.A.
Greg Teague, Pegasus Engineering
Pegasus Project File MSC-22055

Attachment "A"

Dog Park

COPY



August 4, 2021

Sent Via Email: steve@boydcivil.com

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

**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) 742-0200
Fax: (407) 742-0206
www.osceola.org

**Subject: SDP21-0086
Harmony Dog Run Fencing Plan Revision 1**

Please be advised that the above referenced Site Development Plan (SDP) revisions to adding benches and fences slab areas is hereby approved by the Osceola County Development Review Department. **This approval is granted as of August 4, 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 Stadlander (407-742-0245) or Silvia Juhas (407-742-0246) for the permit card and set up the required **field** 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 R1**

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 david.nicolson@osceola.org

Sincerely,

A handwritten signature in blue ink that reads "David" followed by a stylized flourish.

David Nicolson
Development Review Coordinator I

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

U:\DEVREVSHARE\Project Management\Approval Letters\SDP Approval letters\2021\SDP21-0086 Harmony Dog Run Fencing Plan R1.doc

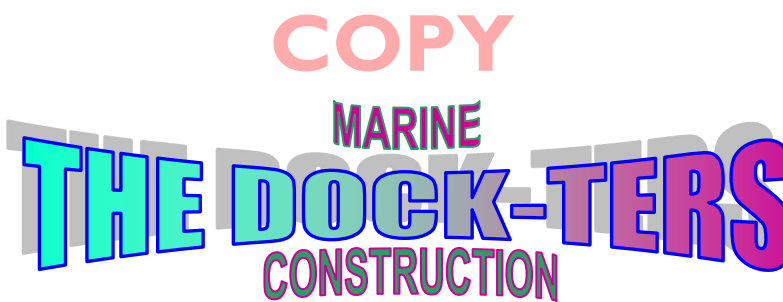
Attachment "B"

Dock-ters Marine
Construction
Change Order

GREG 407-908-8350

greg_orl_fl@yahoo.com

FAX 407-892-4881



3965 Canoe Creek Rd

ST. CLOUD FL 34772

CBC1261184

DOCKS

*

To: Harmony Community Development District

c/o District Manager

*

313 Campus Street, Celebration, Florida 34747

BOATHOUSES

Date: 08/16/2021

Proposal# 0816211

*

*

CHANGE ORDER FOR FLOWABLE FILL AND CRACK MITIGATION AT TWO FOOT-BRIDGE LOCATIONS

SEAWALLS

We propose to supply all labor and material for the following work.

*

1. Install flowable fill under the concrete slabs leading up to each side of the two wooden foot bridges alongside Schoolhouse Rd.

*

- Flowable fill will conform to FDOT Spec121.
- Flowable fill will be installed into all voids under the slabs.

BOATLIFTS

*

2. Crack Mitigation.

*

• Install foam backer rod as needed along cracks and gaps in the concrete adjacent to the concrete approaches.

SUNDECKS

• Install Sikaflex Self Leveling Sealant in all cracks and gaps in the concrete adjacent to the concrete approaches.

*

Total price \$2,858.00

*

GAZEBOS

*

*

BOARDWALKS

*

*

JET SKI LIFTS

7Aii.



August 12, 2021

MSC-22055

Ms. Angel Montagna
Regional Manager
Harmony Community Development District
313 Campus Street
Celebration, Florida 34747

**Re: Harmony Community Development District
Fiscal Year 2020/2021 District Engineer Services**

Subj: Change Order #1

Dear Ms. Montagna:

The purpose of this letter is to respectfully request an amendment to our original authorization to continue serving as the District Engineer for the Harmony Community Development District (CDD). Based on our latest invoice (refer to Attachment "A"), we have nearly exhausted our original **\$15,000.00** budget associated with Fiscal Year 2020/2021 District Engineer services approved by the CDD Board on June 24, 2021. In fact, based on our draft August invoice, we have exceeded the original budget by approximately **\$8,500.00** (refer to Attachment "B"). Pegasus Engineering will continue to invoice the District for these services on a time and expense basis in accordance with the current Schedule of Hourly Rates and Reimbursable Costs (refer to Attachment "C"). With that said, we respectfully request an hourly not-to-exceed amount of **\$17,500.00** to continue providing miscellaneous engineering services on a continuous basis through September 30, 2021. It is our understanding that our services will encompass attendance to the August and September CDD meetings, as well as typical District Engineer tasks (e.g., dog parks Reserve Study assistance, alleyways, Garden Road, etc.) on an as needed basis.

We sincerely appreciate the opportunity to continue assisting the Harmony Community Development District and thank you in advance for your consideration of this request. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

"Engineering a Higher Standard"

301 West State Road 434, Suite 309, Winter Springs, FL 32708 • 407-992-9160 • Fax 407-358-5155

www.pegasusengineering.net

Ms. Angel Montagna

August 12, 2021

Page 2

Respectfully,

PEGASUS ENGINEERING, LLC

David W. Hamstra, P.E., CFM
Stormwater Department Manager

cc: Teresa Kramer, Harmony CDD Chairman
Tim Qualls, District Counsel

**Harmony Community Development District
Fiscal Year 2020/2021 District Engineer Services
Change Order #1**

Approved for Pegasus Engineering, LLC

Fursan Munjed, P.E.

Principal
Officer's Title

August 12, 2021
Date

This Proposal is hereby accepted and authorization to proceed is hereby given.
(Please return one executed copy of this proposal for our Pegasus Engineering records).

Authorized Signature

Officer's Title

Date

Attachment "A"

Pegasus Engineering
Invoices

COPY



INVOICE

Email invoices to: inframark@avidbill.com

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

INVOICE DATE: June 30, 2021
INVOICE NO.: 225620
BILLING NO.: 1

TO:
Harmony Community Development District
Inframark
Ms. Anna Golovan, Accounts Payable Specialist
210 North University Drive, Suite 702
Coral Springs, Florida 33071

FOR:
Harmony Community Development District
FY 2020 / 2021 Board Meetings and
Miscellaneous Services
Project No.: MSC-22055
Period of Service: thru 05/22/21

- Authorization: Letter Proposal dated May 25, 2021 (Hourly Not-to-Exceed \$15,000.00).
 Approved by the Community Development District on June 24, 2021.

- Scope of Work:
- The week of May 16, 2021, Pegasus Engineering (Beth Whitehart) researched and downloaded various recorded plats for the Harmony Community Development District associated with the existing conservation areas.
 - The week of May 16, 2021, Pegasus Engineering (Linnie Hunt) printed the various Harmony recorded plats for David Hamstra's review prior to May 27, 2021 CDD meeting.

LABOR COSTS

Project Engineer, Whitehart, P.E.	3.0 hrs	@	\$ 150.00/hr	=	\$ 450.00
Word Processor/Clerical, Hunt	<u>0.5 hr</u>	@	\$ 50.00/hr	=	\$ <u>25.00</u>
	3.5 hrs				

Sub-Total Labor Costs \$ 475.00
(Total Labor Costs to Date \$475.00)

OTHER DIRECT COSTS

None this billing period \$ 0.00

Sub-Total Other Direct Costs \$ 0.00
(Total Other Direct Costs to Date \$0.00)

Amount Due This Invoice \$ 475.00

Total Authorization	\$ 15,000.00
Total Amount Billed to Date	\$ <u>475.00</u>
Balance Remaining	\$ 14,525.00



"Practical Engineering Solutions"

COPY

INVOICE

Email invoices to: inframark@avidbill.com

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

INVOICE DATE: July 31, 2021
INVOICE NO.: 225648
BILLING NO.: 2

TO:

Harmony Community Development District
Inframark
Ms. Anna Golovan, Accounts Payable Specialist
210 North University Drive, Suite 702
Coral Springs, Florida 33071

FOR:

Harmony Community Development District
FY 2020 / 2021 Board Meetings and
Miscellaneous Services
Project No.: MSC-22055
Period of Service: 05/23/21 – 07/03/21

Authorization: Letter Proposal dated May 25, 2021 (Hourly Not-to-Exceed \$15,000.00).
 Approved by the Community Development District on June 24, 2021.

- Scope of Work:
- The week of May 23, 2021, Pegasus Engineering (David Hamstra) reviewed the Budget Workshop Agenda Package and the Community Development District (CDD) Agenda Package; and prepared for and attended the (CDD) Board of Supervisors Workshop and Meeting on 05/27/21.
 - The week of June 6, 2021, Pegasus Engineering (David Hamstra) conducted a site inspection of the Dog Park area on 06/10/21; coordinated with Priscilla Villanueva to download and organize all the files from Steve Boyd; prepared and issued an email to Steve Boyd on 06/10/21 regarding the Harmony Dog Park; participated on a phone call with Teresa Kramer on 06/11/21 to discuss the current projects and assignments; coordinated with Priscilla Villanueva to download the prior CDD agenda packages in order to review the prior projects; and began reviewing the prior District Engineer Reports.
 - The week of June 6, 2021, Pegasus Engineering (Priscilla Villanueva) plotted exhibits for David Hamstra's review; downloaded and formatted files Steve Boyd; and downloaded and saved prior CDD agendas for David Hamstra's review.
 - The week of June 13, 2021, Pegasus Engineering (David Hamstra) conducted site inspections of the Proposed Dog Park, Five Oaks Drive crosswalk, the Waterside stormwater ponds, and the Neighborhood C-1 and C-2 alleyways on 06/12/21 and 06/13/21; met with Teresa Kramer on 06/12/21 to discuss current and upcoming projects and tasks; coordinated with Priscilla Villanueva to annotate the 06/12/21 and the 06/13/21 site inspection photographs; downloaded and reviewed the South Florida Water Management District (SFWMD) Permit Files associated with Waterside (Application No. 150121-10); coordinated with District Counsel (Tristian Lanosa) to respectfully request delaying the contract with KoPac until the County addresses the localized flooding at Five Oaks Drive and Dark Sky Drive; coordinated with Inframark regarding the 06/24/21 agenda; coordinated with Greg Teague and Priscilla Villanueva to prepare and submit the following draft project memorandums to Inframark on 06/16/21 for Upcoming

Invoice No. 225648/Billing No. 2

July 31, 2021

Page 2

Project No. MSC-22055

Assignments and Projects, Proposed Dog Park, Waterside Stormwater Ponds, Five Oaks Drive Crosswalk, Neighborhoods C-1 and C-2 Milling and Resurfacing Alleyways, and Fiscal Year 2020/2021 Services; coordinated with Teresa Kramer on 06/16/21 regarding comments pertaining to the draft Project Memorandums and submitted final copies of each to Inframark on 06/17/21; and issued coordination emails to Johnston's Surveying and KoPac on 06/17/21.

- The week of June 13, 2021, Pegasus Engineering (Greg Teague) reviewed the "draft" Project Memorandum for the proposed Dog Park; reviewed the "draft" Project Memorandum for Waterside Subdivision - Stormwater Ponds P14-1A and P14-1B; reviewed the "draft" Project Memorandum for the Five Oaks Drive Crosswalk; reviewed the "draft" Project Memorandum for Neighborhoods C-1 and C-2 - Milling and Resurfacing of Alleyways; and reviewed the "draft" Project Memorandum for Upcoming Projects and Assignments.
- The week of June 13, 2021, Pegasus Engineering (Donny Greenough) prepared various figures and exhibits to support the Project Memorandums for Five Oaks Drive Crosswalk, Neighborhoods C-1 and C-2 Milling and Resurfacing Alleyways, Waterside (Neighborhood O), Neighborhood F (Cherry Hill), Waterside Stormwater Pond, and Dog Park.
- The week of June 13, 2021, Pegasus Engineering (Priscilla Villanueva) assisted David Hamstra with downloading, formatting, and annotating the 06/13/21 photographs; downloading, formatting, and annotating the 06/14/21 photographs; Neighborhood O Project Memorandum, Waterside Stormwater Pond Project Memorandum, proposed Dog Park Project Memorandum, Five Oaks Drive Crosswalk Project Memorandum, and Neighborhoods C-1 and C-2 Mill & Resurfacing Alleyways Project Memorandum.
- The week of June 20, 2021, Pegasus Engineering (Leylah Saavedra) summarized the published Lygodium-related events from discovery by the SFWMD to date.
- The week of June 20, 2021, Pegasus Engineering (Beth Whitehart) researched rainfall gages in the vicinity of Harmony Community Development District; and prepared monthly and yearly rainfall bar charts for the two (2) rainfall gages in the vicinity of Harmony.
- The week of June 20, 2021, Pegasus Engineering (David Hamstra) coordinated with Teresa Kramer, Inframark (Angela Montagna and Brett Perez), District Counsel (Tristan Lanosa), and others in preparation of the CDD meeting; coordinated with Chapco Fence on 06/23/21 regarding the need to revise their proposal for the Dog Park; and coordinated with District Counsel (Tristan Lanosa) and Donny Greenough regarding the two (2) conservations parcels adjacent to Buck Lake [Parcels 19-26-32-0000-0012-0000 and 24-26-31-0000-0012-0000].
- On Thursday, June 24, 2021, Pegasus Engineering (David Hamstra) prepared for and attended the Board of Supervisors CDD Meeting.

Invoice No. 225648/Billing No. 2
 July 31, 2021
 Page 3
 Project No. MSC-22055

- The week of June 27, 2021, Pegasus Engineering (Donny Greenough) prepared exhibits for David Hamstra's site inspections.
- The week of June 27, 2021, Pegasus Engineering (Priscilla Villanueva) downloaded and formatted the 07/01/21 site inspection photographs.
- On Thursday, July 1, 2021, Pegasus Engineering (David Hamstra) prepared for and met with Inframark (Angel Montagna, Brett Perez, and Gerhard Van der Snel) to discuss the current and upcoming assignments.

LABOR COSTS

Sr. Project Manager, Hamstra, P.E.	37.5 hrs	@	\$ 185.00/hr	=	\$ 6,937.50
Sr. Project Engineer, Teague, P.E.	3.0 hrs	@	\$ 165.00/hr	=	\$ 495.00
Sr. Project Engineer, Saavedra, P.E.	2.0 hrs	@	\$ 165.00/hr	=	\$ 330.00
Project Engineer, Whikehart, P.E.	7.5 hrs	@	\$ 150.00/hr	=	\$ 1,125.00
CADD/GIS Technician, Greenough	14.5 hrs	@	\$ 85.00/hr	=	\$ 1,232.50
Word Processor/Clerical, Villanueva	<u>16.0 hrs</u>	@	\$ 50.00/hr	=	<u>\$ 800.00</u>
	80.5 hrs				

Sub-Total Labor Costs \$ 10,920.00
 (Total Labor Costs to Date \$11,395.00)

OTHER DIRECT COSTS

In-house plots, prints, and copies	\$ 268.20
Travel expenses (meetings and site inspections)	<u>\$ 141.12</u>

Sub-Total Other Direct Costs \$ 409.32
 (Total Other Direct Costs to Date \$409.32)

Amount Due This Invoice \$ 11,329.32

Total Authorization	\$ 15,000.00
Total Amount Billed to Date	<u>\$ 11,804.32</u>
Balance Remaining	\$ 3,195.68

Attachment “B”

Draft Pegasus
Engineering Invoice

**COPY****INVOICE****DRAFT**Email invoices to: inframark@avidbill.com

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

INVOICE DATE: August 12, 2021

INVOICE NO.: 225676

BILLING NO.: 3

TO:

Harmony Community Development District
 Inframark
 210 North University Drive, Suite 702
 Coral Springs, Florida 33071

FOR:

Harmony Community Development District
 FY 2020 / 2021 Board Meetings and
 Miscellaneous Services
 Project No.: MSC-22055
 Period of Service: 07/04/21 – 07/31/21

Authorization: Letter Proposal dated May 25, 2021 (Hourly Not-to-Exceed \$15,000.00).
 Approved by the Community Development District on June 24, 2021.

Scope of Work:

- The week of July 4, 2021, Pegasus Engineering (David Hamstra) prepared and issued an email to the County on 07/07/21 regarding the proposed Dog Park site plan modifications; and reviewed and updated Brett Perez's 07/01/21 meeting minutes.
- The week of July 4, 2021, Pegasus Engineering (Donny Greenough) searched Steve Boyd's AutoCAD files for stormwater infrastructure layers; and revised the Cherry Hill figure to add the existing stormwater infrastructure.
- On Thursday, July 8, 2021 Pegasus Engineering (David Hamstra) prepared for and met with Teresa Kramer and Inframark (Brett Perez and Gerhard van der Snel) to discuss the current and upcoming assignments; and conducted site inspections with Teresa Kramer and Inframark after the meeting.
- On Friday, July 9, 2021, Pegasus Engineering (Priscilla Villanueva) downloaded and formatted the 07/08/21 site inspection photographs.
- The week of July 11, 2021, Pegasus Engineering (Greg Teague) reviewed the Stephen Boyd project folders for the dog park; and prepared a CDD agenda deadline spreadsheet for FY 2020/2021.
- The week of July 11, 2021, Pegasus Engineering (Donny Greenough) downloaded and organized Steve Boyd's localized flooding photographs.
- The week of July 18, 2021, Pegasus Engineering (David Hamstra) conducted a site inspection of the recent repairs to the Five Oaks Drive/Dark Sky Drive intersection on 07/18/21; conducted a Teams Meeting with Greg Teague on 07/19/21 to discuss the Dog Park and Neighborhoods C-1 and C-2; coordinated with Greg Teague and Priscilla Villanueva to prepare and submit the District Engineer Report #1 Project Memorandum to Inframark on 07/21/21 for the upcoming CDD Meeting; coordinated with Inframark regarding a lot width issue on 07/21/21; conducted a Teams Meeting with Greg Teague

Invoice No. 225676/Billing No. 3
August 12, 2021
Page 2
Project No. MSC-22055

on 07/2/21 to discuss the revised Dog Park Site Plan; coordinated with Inframark and Kerul regarding the revised Dog Park Site Plan on 07/23/21; prepared and issued an email to KoPac on 07/23/21 regarding the Five Oaks Drive crosswalk update and requested an updated proposal; and conducted a site inspection on 07/24/21 of the Neighborhoods C-1 and C-2 alleyways.

- The week of July 18, 2021, Pegasus Engineering (Greg Teague) prepared a revised Site Plan for the proposed Dog Park; and finalized the revised Site Plan and uploaded to Osceola County's OnBase system.
- The week of July 18, 2021, Pegasus Engineering (Donny Greenough) prepared an exhibit for Neighborhoods C-1 and C-2 depicting the existing storm sewer systems; and researched the tree location and prepare a figure for Parcel ID# 30-26-32-2612-00LU-015H.
- The week of July 18, 2021, Pegasus Engineering (Priscilla Villanueva) downloaded and formatted the 07/18/21 site inspection photographs for David Hamstra; and printed the various pool easement documents from Inframark for David Hamstra's review.
- The week of July 18, 2021, Pegasus Engineering (Linnie Hunt) annotated site inspection photographs for David Hamstra; and assisted David Hamstra with the District Engineer Report.
- The week of July 25, 2021, Pegasus Engineering (David Hamstra) reviewed the various documents associated with the Five Oaks Drive sidewalk repairs by Arrow Pavement Services and issued review comments to Inframark on 07/28/21; prepared for and attended the site inspections of the wetland conservations areas with the South Florida Water Manager District (SFWMD) (Steffan Pierre and Kiersten Bergquist) and Inframark (Brett Perez and Brad Vinson on 07/29/21; performed a site inspection and took measurements on 07/29/21 of the Arrow Pavement sidewalk repairs; and prepared for and attended the CDD Board of Supervisors meeting on 07/29/21.
- The week of July 25, 2021, Pegasus Engineering (Greg Teague) completed the agent authorization form and the Dog Park Site Development Application; and uploaded the signed Dog Park Application Forms to Osceola County's OnBase system.
- The week of July 25, 2021, Pegasus Engineering (Donny Greenough) reviewed Steve Boyd's AutoCAD files and created a 24" x 36" Maintenance Area exhibit.
- The week of July 25, 2021, Pegasus Engineering (Priscilla Villanueva) downloaded and formatted the 07/24/21 site inspection photographs pertaining to the Five Oaks Drive crosswalk; printed County's Dog Park application for David Hamstra's review; and downloaded and formatted the 07/29/21 site inspection photographs associated with the Five Oaks sidewalk repairs.

Invoice No. 225676/Billing No. 3
 August 12, 2021
 Page 3
 Project No. MSC-22055

LABOR COSTS

Sr. Project Manager, Hamstra, P.E.	30.0 hrs	@	\$ 185.00/hr	=	\$ 5,550.00
Sr. Project Engineer, Teague, P.E.	16.0 hrs	@	\$ 175.00/hr	=	\$ 2,800.00
CADD/GIS Technician, Greenough	32.0 hrs	@	\$ 85.00/hr	=	\$ 2,720.00
Word Processor/Clerical, Villanueva	7.0 hrs	@	\$ 50.00/hr	=	\$ 350.00
Word Processor/Clerical, Hunt	<u>4.5 hrs</u>	@	\$ 50.00/hr	=	<u>\$ 225.00</u>
	89.5 hrs				

Sub-Total Labor Costs \$ 11,645.00
 (Total Labor Costs to Date \$23,040.00)

OTHER DIRECT COSTS

In-house plots, prints, and copies	\$ 227.20
Travel expenses (meetings and site inspections)	<u>\$ 259.53</u>

Sub-Total Other Direct Costs \$ 486.53
 (Total Other Direct Costs to Date \$895.85)

Less Amount Over Budget (\$ 8,935.85)

Amount Due This Invoice \$ 3,195.68

Total Authorization	\$ 15,000.00
Total Amount Billed to Date	<u>\$ 15,000.00</u>
Balance Remaining	\$ 0.00

Attachment “C”

Original Hourly Rate
Sheet Associated



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

Unit Prices Effective Until December 31, 2021

7B.

7Bi.

COPY

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

216 South Monroe Street
 Tallahassee, Florida 32301

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

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

To: Harmony Board of Supervisors

From: Young Qualls, P.A.

Date: August 26, 2021

Subject: Harmony Community Development District General Counsel Report

1. Davey Tree Settlement Proposal – Update
 - Chair Kramer served as liaison for the settlement negotiations.
 - District Counsel and Chair met with Davey Tree’s counsel and Mark Svozil on August 18, 2021 and had a productive settlement negotiation which the Chair will update the Board at the regularly schedule meeting.
2. Servello & Son, Inc. Contract Extension (Draft Attached)
 - The Parties entered into a landscape maintenance contract (Contract) in July 2017 for a 2-year term ending September 30, 2019 with the option of two 1-year renewal terms. The Contract was renewed in November 2019 and amended to not include certain parcels of private property (Amended Contract).
 - The District ratified the Amended Contract, second renewal year, and the Irrigation Addendum on May 27, 2021 (Ratification) and are presently in the second renewal year beginning effective October 1, 2020 and ending September 30, 2021.
 - Pursuant to section 287.057(13), F.S. (2020), a contract may be renewed for up to three (3) renewal years or for the contract’s initial term, whichever is longer.
 - Here, the initial agreement was for a two-year term. The agreement has already been renewed for two additional one (1) year terms and now the District is renewing the contract for a final third year.
 - The contract extension will be for a 1-year term beginning October 1, 2021 and ending September 30, 2022. The extension **will not** include irrigation maintenance.
 - **Servello Renewal Total: \$491,224.12**
 - Amended Agreement: \$470,919.22
 - East Lake Berm: \$ 8,077.99
 - Annuals: \$ 12,226.91

3. Chapco Fence Agreement – Update
 - Amended agreement for new Site Development Plan and material quantities
 - The details were reviewed by the Chair and District Engineer
 - The Contractor is currently in possession of the Agreement
4. Florida Reserve Study and Appraisal Agreement - Update
 - Full Service Reserve Study and Site Inspection - \$7,200.00
 - Reserve Study Update and Site Inspection - \$5,700.00 (option under contract; Board has three years to determine whether to execute this option)
5. Parking Facility License Agreement and Liability Waiver (Draft Attached)
6. Garden Lot License Agreement and Liability Waiver (Draft Attached)
7. Damaged Tree Demand Letter Discussion (Submitted to Board on August 2, 2021)
8. Other: Discussion on amending district contracts to allow liaison and/or District Manager to authorize change orders in between meetings to an amount determined by Board.

**RENEWAL OF LANDSCAPE AND GROUNDS MAINTENANCE
SERVICES BETWEEN SERVELLO & SON, INC. AND
HARMONY COMMUNITY DEVELOPMENT DISTRICT**

This LANDSCAPE MAINTENANCE RENEWAL ("Renewal") is dated as of October 1, 2021 (the "Effective Date"), by and between Harmony Community Development District ("District"), care of the District Manager, whose address is 313 Campus Street, Celebration, Florida 34747 and Servello & Son, Inc. an independent contractor ("Contractor"), whose address is 261 Springview Commerce Drive, Debary, Florida 32713 (collectively, the "Parties").

RECITALS

WHEREAS the District is a single-purpose local government created by Chapter 190, Florida Statutes (2020), and established by County Ordinance being situated within Osceola County, Florida; and

WHEREAS the Parties entered into a Landscape and Grounds Maintenance Services Agreement ("Agreement"), on or about July 10, 2017 for the provision of landscaping services for a two-year term ending on September 30, 2019 with the option for two 1-year renewals; and

WHEREAS the Parties executed an East Lake Berm Addendum ("Berm Addendum") on May 3, 2019, for Servello to provide additional maintenance services in exchange for a greater fee from the District; and

WHEREAS the Parties renewed the Agreement and entered into an Amended Landscape and Grounds Maintenance Services Agreement ("Amended Agreement") dated on or about December 19, 2019, removing certain properties from the scope of services for a one-year term beginning October 1, 2019 and ending September 30, 2020, pursuant to the provisions of Section VII of the Agreement; and

WHEREAS the District ratified and affirmed the Amended Agreement, second renewal year, and addendums collectively on May 27, 2021 ("Ratification") and are presently in the second renewal year beginning effective October 1, 2020 and ending September 30, 2021; and

WHEREAS pursuant to section 287.057(13), F.S., a contract for contractual services may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewal of a contract for contractual services must be in writing and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties; and

WHEREAS the Parties now desire a third renewal year for an additional period of one-year beginning October 1, 2021 and ending September 30, 2022; and

WHEREAS the Parties hereby agree to a third 1-year renewal term of the Agreement with the terms of the Amended Agreement and Berm Addendum as well as the terms provided herein.

NOW THEREFORE, the Parties do hereby agree to renew the Agreement and state the following:

1. That the "WHEREAS" recitals above are hereby acknowledged as true and accurate and are incorporated as if stated herein.
2. The Parties agree to renew the Contract as Amended for an additional period of one (1) year, for a total of \$491,224.12 as included in the Proposal Pricing (minus irrigation services) attached within Composite "A" and incorporated herein by reference. The Renewal will begin immediately upon the expiration of the original time period and will end on September 30, 2022.
3. This Renewal binds and benefits both Parties and any successors or assigns. This document, including the Agreement, Amended Agreement, Berm Addendum, and Ratification attached herein as Composite Exhibit A, is the entire agreement between the Parties.
4. Any provisions of the Amended Agreement, Addendums, and Ratification not replaced or contradicted by this Renewal remain in full force and effect.

Servello & Son, Inc.

Harmony Community Development District

James Whitaker, Chief Executive Officer

Teresa Kramer, Chairwoman

Date

Date

Attestation

Attestation

**HARMONY COMMUNITY DEVELOPMENT DISTRICT
PARKING FACILITY LICENSE AGREEMENT AND LIABILITY WAIVER**

THIS LICENSE AGREEMENT, including attached Exhibits A, B, and C, is made and entered into this ____ day of _____, 20_____, (“Commencement Date”) between the **HARMONY COMMUNITY DEVELOPMENT DISTRICT** whose address is 313 Campus Street, Celebration, Florida 34747 (hereinafter known as the “CDD”), and _____, whose resident address is _____, and whose email address is: _____ (“Licensee”).

WITNESSETH:

WHEREAS, the CDD is a special-purpose unit of local government created pursuant to Chapter 190, Florida Statutes and the CDD for purposes of this Agreement.

WHEREAS, pursuant to Section 190.011, F.S., the CDD has the power and authority to lease real property and collect ground rent in order to carry out any of the purposes authorized by Chapter 190.

WHEREAS, Licensee desires to store his or her vehicle on a portion of that certain real property depicted as the “CDD Parking Facility” on Exhibit “A” to this License.

WHEREAS, Licensee desires to store his or her Vehicle within the CDD Parking Facility in exchange for payment to the CDD of 12 Months’ Rent.

NOW, for and in consideration of the mutual covenants herein expressed, Licensee agrees to the CDD Parking Facility Policies attached as Exhibit “C” and does hereby lease Space No. _____ in the CDD Parking Facility solely for the storage of the following described vehicle:

ACCESS PIN NO.:	
MAKE & MODEL:	
VEHICLE ID NO:	
YEAR:	
TAG NO.:	
LENGTH:	
COLOR:	

(Copy of Licensee’s Driver’s License and Vehicle registration must be attached)

For Internal Use – District Manager Checklist		
Cover Page ____	Exhibit B Execution ____	Proof of Insurance ____
	Exhibit C Execution ____	Payment Receipt ____

VEHICLE STORAGE

{Rental of Space in User Supported Facility}

(1)	OS	(Odd Shaped)	\$240 per year
(2)	Small	(12 ft x ≥ 12 ft)	\$480 per year
(3)	Medium	(12 ft x ≥ 20 ft)	\$600 per year
(4)	Large	(12 ft x ≥ 30 ft)	\$720 per year
(5)	RV	(12 ft x ≥ 40 ft)	\$900 per year

LICENSEE ACKNOWLEDGES THAT HE OR SHE HAS READ THESE DOCUMENTS AND CONDITIONS BELOW AND THE EXHIBITS ATTACHED HERETO AND AGREES TO BE BOUND BY THEM.

The CDD Parking Facility is available on a first come first serve basis and may only be utilized to store the vehicle listed herein. The aforementioned space is leased for a one-year term at the applicable rate in the table above, including any and all applicable sales or use taxes (the “Rent”). The Rent amount of \$_____ is due in full and payable within five (5) business days of the Commencement Date. Any payments received after five (5) business days will incur a \$25.00 late fee. Any late fees are considered additional rent.

1. This License Agreement commences on _____, 20____ and shall continue for a period of twelve (12) months following such Commencement Date (the “License Term”) and expire on _____, 20____ unless renewed pursuant to this Paragraph. The Licensee has the right to renew this License for additional (12) month terms (to commence immediately upon expiration of the prior 12-month period of the License Term), by delivering an additional payment of 12 months’ rent (based on the then current rental rate established by the CDD) no less than thirty (30) days prior to the date of expiration of the then current License Term and not later than the expiration of the then current License Term.

2. Licensee agrees that Licensee’s home address and the address on the registration of any vehicle will be the same address during the term of this License and during the term of any renewal of said License. In the event of an address change, Licensee shall provide proof of residency within the CDD and notice of the new address to the CDD within 30 days of the address change. Licensee shall provide the CDD a copy of his or her Driver’s License and vehicle registration before execution of this License. In the event that the address on the registration of the vehicle parked in space does not match Licensee’s home address, Licensee understands that Licensee forfeits any rental payment and the CDD may terminate this License for cause. Licensee agrees to notify the CDD in writing no later than ten (10) days following the date that Licensee no longer resides in Harmony, Florida. The CDD, at its discretion, has the right to terminate this License upon notice from Licensee that he/she no longer resides in Harmony, Florida (in the event of such termination, no amount of the 12 months’ rent shall be refunded to Licensee).

3. Licensee and the CDD agree that this License shall create the relationship of licensor and licensee, and no other relationship of any kind between Licensee and the CDD. The Vehicle shall not be deemed to be in the possession, care, custody or control of the CDD, and the CDD assumes none of the obligations of a warehouseman or other bailee. Accordingly, **LICENSEE**

UNDERSTANDS THAT STORING THE VEHICLE WITHIN THE CDD PARKING FACILITY IS AT HIS/HER OWN SOLE RISK. The CDD shall not be liable for theft, damage or destruction of or to the Vehicle from any cause whatsoever, nor shall the CDD be liable for bodily injury or death to any person or theft, damage or destruction to any other property in connection to Licensee's utilization of the Parking Facility.

4. The Licensee shall use the CDD Parking Facility solely for the parking and storage of the Licensee's vehicle described in Paragraph 5 of this License. The Licensee SHALL NOT RESIDE IN OR INHABIT the Vehicle while in the CDD Parking Facility. If the Licensee stores any other equipment, vehicles, vessels, or machinery at the CDD Parking Facility, the CDD shall find the Licensee in violation of this License and in default as provided in Paragraph 16 of this License Agreement. The CDD may promulgate rules as it deems necessary for the proper and efficient operation of said CDD Parking Facility. Any violation of the CDD Rules and other Policies in regards to the CDD Parking Facility will be a basis for immediate termination of this License. Licensee shall not use or permit others to utilize the CDD Parking Facility for any illegal purposes, nor permit any disturbance or annoyance to occur on the CDD Parking Facility or surrounding property.

5. Licensee understands that the CDD is not responsible for ensuring the safety of the Licensee or Licensee's property and covenants and agrees to indemnify, defend, save, and hold the CDD harmless from all claims, demands, liabilities and suits of any nature arising out of, because of or due to the nature of this License, or due to any act or occurrence or omission to act by the CDD, its agents, contractors, or employees, including failure on the part of same to use reasonable care in securing that area where Licensee's vehicle is to be stored. In addition, it is expressly agreed and understood by and between the parties to this License, that the CDD shall not be liable for any damage or loss which may be sustained by the Licensee or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other Licensee, its agents or assigns, and that Licensee stores the vehicle at the CDD Parking Facility at their own risk.

6. Licensee releases the CDD and its directors, officers, representatives, agents, managers and employees from and against any and all claims, losses, damages, liabilities, fines, penalties, costs and expenses arising from or related to Licensee's utilization of the CDD Parking Facility and the Parking Space, including, but not limited to, any and all matters relating to, arising from, or in connection with theft, vandalism, fire, windstorm, flood, hail, tornado, weathering, acts causing personal injury or death, and damages caused to the Vehicle or its contents or other property while it is located within the CDD Parking Facility or to any person while on or accessing the CDD Parking Facility or Parking Space. Additionally, Licensee agrees to indemnify, defend and hold harmless the CDD and its directors, officers, representatives, agents, managers and employees from and against any and all claims, losses, damages, liabilities, fines, penalties, costs and expenses, including, but not limited to, all court costs and attorneys' fees, relating to, arising from or in connection with the Licensee's Vehicle or its contents or other property within the CDD Parking Facility.

7. During the License Term, Licensee shall be responsible for obtaining insurance covering damage to the Vehicle and its contents by theft, vandalism, fire, moisture, freezing, and all other risks in the amount of the full value of the Vehicle. THE CDD HAS NO RESPONSIBILITY TO PROVIDE ANY INSURANCE WITH RESPECT TO THE VEHICLE. Licensee shall provide current proof of applicable insurance at the time of execution of this License and shall provide the CDD with any updates or changes to such policies no later than three days following such change (but neither the provision of nor acceptance of any such insurance by the CDD shall modify Licensee's obligations under this Section).
8. This License shall be binding upon the parties and is not transferable or assignable to any other parties.
9. Licensee hereby agrees to all terms contained within and shall execute this License and sign the "Warning, Release and Indemnity Agreement" attached as Exhibit "B" to this License and included herein by this reference.
10. Licensee shall comply with all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction over the use, condition or occupancy of the Parking Facility.
11. The Licensee agrees that if default is made in the payment of rent pursuant to the terms of this License, or if the Licensee violates any of the agreements and conditions of this License, then the Licensee hereby waives all right of notice to vacate, and the CDD shall be entitled to re-enter and retake possession of the Parking Space immediately, and Licensee shall be responsible to pay the CDD the entire rent for the applicable rental period. Licensee agrees further that upon Licensee's failure to make timely rent payments, or upon Licensee's violation of any of the terms of this License, Licensee's vehicle may be towed from the facility by the CDD's designated towing service, at the expense of the Licensee. In the event that the CDD incurs any expenses in the enforcement of the terms and conditions of the License, the Licensee shall be responsible for all administrative expenses, court costs and attorney's fees incurred in connection therewith. These expenses shall be considered as additional rent.
12. Upon accessing the Vehicle Facility, Licensee shall use the access card provided by the CDD to enter the Facility. Licensee shall pay twenty-five dollars (\$25.00) to replace a lost or damaged access card.
13. In the event that Licensee's account is past due by one (1) month or has an outstanding penalty fee, Licensee's access to the Parking Facility will be restricted. Upon full payment of the outstanding amount due, Licensee shall inform the District Manager at (407)566-1935 or by email at Angel.Montagna@inframark.com to restore access.

14. Written notices, required to be given under this Agreement, shall deemed given when received by the District through personal delivery, courier service, or certified mail delivered to the following address:

Harmony Community Development District
ATTN: District Manager
313 Campus Street
Celebration, Florida 34747

15. In the event that Licensee is in violation of the applicable CDD rules and policies thirty (30) days after being mailed written notice of violation, Licensee’s access to the RV lot will be restricted. Upon correction of violation, Licensee shall inform the District Manager at (407)566-1935 or by email at Angel.Montagna@inframark.com to have access reinstated.

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

LICENSEE LICENSOR

Print Name: _____ Print Name: _____

Date: _____ Date: _____

EXHIBIT B**WARNING, GENERAL RELEASE AND INDEMNITY AGREEMENT
FOR ACCESS TO AND USE OF THE CDD PARKING FACILITY**

PLEASE READ CAREFULLY, this is a legally binding document that, among other things: (i) waives your legal rights and limits liability for injury, damages or losses incurred by you and others when accessing and utilizing the Premises (hereinafter defined); and (ii) causes you to be responsible for any damage or destruction to the Premises and other property caused by you, your child or ward, and your guests while accessing and/or utilizing the Premises. By signing this document and in consideration of the use of the CDD Parking Facility (the "Premises") by yourself, you certify that you understand and agree to be bound by the following:

1. There are no rights to use the Premises other than in accordance with the License Agreement, and the License Agreement may in the future be terminated in accordance with its terms.
2. You are aware that certain risks are inherent in every activity that cannot be eliminated without destroying the unique character of the activity. Furthermore, the land being accessed and used exists in a condition that may present a dangerous environment inherent to the land's use and condition, despite precautions for safety, if any, and the CDD is not responsible for your safety.
3. You acknowledge and agree that utilization of the Premises is voluntary, and that it is your sole responsibility to evaluate carefully the risks inherent in using the Premises and facilities and that you have fully considered those risks, including, without limitation, dangers posed by the condition of the land as it exists from time to time and the willful or negligent conduct of yourself and/or by others. You also acknowledge that emergency health care services may not be easily accessible should you, your child, or ward sustain an injury while utilizing the Premises.
4. **You agree expressly to assume the risks incidental to such use of the CDD Parking Facility and therefore you release and forever discharge the CDD and its officers, directors, members, managers, partners, employees, agents, representatives, successors and assigns of each of and from any and all liabilities, claims, actions, damages, costs or expenses of any and every nature, including, but not limited to, those occurring from property damage or personal injury to yourself, or any guest, arising out of or in any way connected with your access and/or utilization of the Premises. You understand that this includes, but is not limited to, any and all liabilities, claims, actions, damages, costs or expenses of any and every nature based on the negligence, actions or inaction of any of the CDD and its officers, directors, members, managers, partners, employees, agents, representatives and covers bodily injury, death, and property damage, whether suffered by you or your guest during any utilization of the Premises.**
5. You agree expressly to be responsible for the costs and expenses of the CDD related to the maintenance and repair of the Premises due to damage caused to or destruction of the Premises by you and/or your guests plus eighteen percent (18%) of such amount of costs and expenses for the CDD's overhead, administrative and other costs and expenses of performing such maintenance and repairs, which amount shall be immediately reimbursed by you or the appropriate party upon

demand together with interest hereon from the date of demand until repaid at the highest rate permitted under applicable law.

6. You agree to ensure that any guest you bring onto the CDD Parking Facility for any purpose shall sign a waiver similar in form to this document prior to accessing and/or utilizing the Premises, provided, however, in the event that such guest does not sign such a waiver, you shall indemnify and hold the CDD and its officers, directors, members, managers, partners, employees, agents, representatives harmless in manner described in the paragraph immediately above should such guest sustain any property damage, bodily injury or death or cause any damage to vehicles, personal property or persons located on the Premises.

7. In the event the License Agreement expires or is terminated in accordance with its terms, you acknowledge and agree that you shall remove your vehicle from the Premises as quickly as is reasonably practical but not later than ten (10) days after the termination or expiration of the License Agreement. The CDD may, but is not obligated to, cause your vehicle, if it remains on the Premises following the date that is ten (10) days after the termination or expiration of the License Agreement, to be removed from the Premises at your expense plus eighteen percent (18%) of such amount for the CDD's overhead, administrative and other costs and expenses relating to removing your vehicle, which amount shall be immediately reimbursed by you to the CDD upon demand.

8. You agree that if any portion of this document is held invalid, the remaining provisions shall be binding and continue in full force and effect.

YOU CERTIFY THAT YOU ARE OF LEGAL AGE AND FULLY COMPETENT TO CONTRACT. YOU HAVE READ AND UNDERSTAND THE LICENSE AGREEMENT, RULES AND POLICIES FOR THE PREMISES, AND THE TERMS AND CONDITIONS OF THIS WARNING, RELEASE AND INDEMNITY AGREEMENT FOR ACCESS TO AND USE OF THE PREMISES AND YOU UNDERSTAND THEIR SIGNIFICANCE AND VOLUNTARILY AGREE TO ALL OF THEIR TERMS. YOU HAVE HAD THE RIGHT TO HAVE SUCH DOCUMENTS REVIEWED BY LEGAL COUNSEL OF YOUR CHOOSING.

LICENSEE SIGNATURE

WITNESS SIGNATURE

Print Name: _____

Print Name: _____

**EXHIBIT C
CDD PARKING FACILITY POLICIES**

Entry: Licensee must close the gate to the Parking Facility after every entrance and exit by Licensee and its guests and invitees.

Trash: Licensee shall not cause trash or garbage to be deposited anywhere on the Parking Facility other than in properly marked receptacles.

Speed Limit: CDD Parking Facility speed shall be not greater than 10 miles per hour. No careless or reckless driving is permitted on the Parking Facility.

Guests of Licensee: Licensee’s guest and invitees are to be accompanied by Licensee at all times and Licensee shall be solely responsible for any and all damage caused by such guests and invitees while on the Parking Facility. Children are to remain with and be supervised by parents at all times. No pets (other than service animals) are permitted within the CDD Parking Facility.

Smoking and Alcohol: Licensee and its guests and invitees are not permitted to smoke or drink alcoholic beverages on the Parking Facility.

Hazardous Materials: Licensee SHALL NOT store gas, oil, explosives or other flammable or hazardous materials on the Parking Facility; provided, however, gas and oil in vehicle storage tanks or receptacles shall be permitted. Licensee shall comply with all laws governing the handling of gas, oil, explosives or other flammable or hazardous materials.

Maintenance and Repair of Vehicles: No maintenance or repair may be performed on any Vehicle located on the Parking Facility. Only functioning Vehicles may be located at the Parking Facility. Any vehicle that is not functioning shall be promptly removed from the Facility.

Respect for other Users and Vehicles: Licensee shall respect the other users of the CDD Parking Facility and use reasonable conduct in connection with its use of the Parking Facility. Licensee shall not allow the Vehicle to become dilapidated while in the Facility.

Noise: Licensee shall not be permitted to play music or cause any loud noise in the CDD Parking Facility.

Storage at Own Risk: As additionally set forth in the License, Licensee’s storage of the Vehicle (and any property contained therein) at the Parking Facility shall be at Licensee’s own sole and exclusive risk.

SIGNATURE : _____ Printed Name: _____

**HARMONY COMMUNITY DEVELOPMENT DISTRICT
GARDEN LOT LICENSE AGREEMENT AND LIABILITY WAIVER**

THIS GARDEN LOT LICENSE AGREEMENT (“License”) inclusive of Exhibit “A,” is made and entered into as of _____, 20____, (The "Commencement Date"), by and between Harmony Community Development District, a special-purpose unit of local government organized pursuant to Chapter 190, Florida Statutes (the "District"), and the following described licensee (the “Licensee”).

The term of this Lease is from October 1, _____{Insert Current Year} through September 30, _____{Insert next Year} regardless of the Commencement Date.

LICENSEE:	
ADDRESS:	
CITY, STATE, ZIP:	
EMAIL:	
PHONE NUMBER:	
START DATE:	
LOT NO.:	

Licensee shall be obligated to pay the District an amount equal to one (1) year’s rent. Rent shall not be refunded in any event. Payment must be by check made payable to “Harmony CDD.”

- Rates – select size:
- Small: \$10 rent + \$0.70 tax = \$10.70 per year
 - Medium: \$20 rent + \$1.40 tax = \$21.40 per year
 - Large: \$40 rent + \$2.80 tax = \$42.80 per year

EXHIBIT "A"**WARNING, RELEASE AND INDEMNITY AGREEMENT FOR
ACCESS TO AND USE OF THE GARDEN LOT**

PLEASE READ CAREFULLY. This is a legally binding document that waives certain legal rights and limits liability for injury, damages or losses incurred by you and others when accessing lands within the Harmony Community Development District Garden Lot ("District Garden").

By signing this document and in consideration of the use of the Harmony Garden you certify that you understand and agree that:

1. Residents of the District that are also members of The Garden Club at Harmony can access and utilize the District Garden. Any and all such use is subject to this License Agreement and this License Agreement may be terminated in accordance with its terms herein.
2. By signing this Agreement, you acknowledge that certain risks are inherent in gardening activity that cannot be eliminated without destroying the unique character of the activity. Furthermore, you agree that the land being accessed and used exists in a condition that may present a dangerous environment inherent to the land's use and condition, despite precautions for safety, if any, and that the District is not responsible for your safety or the safety of your child or ward.
3. (i) Participation in gardening within the District Garden is voluntary, (ii) it is your sole responsibility to evaluate these inherent risks carefully before using the District Garden and facilities and (iii) that you have fully considered those risks, including, without limitation, dangers posed by the condition of the land as it exists from time to time and the willful or negligent conduct of yourself and/or others, and (iv) that emergency health care services may not be easily accessible should you sustain an injury while engaging in gardening.
4. **You agree expressly to assume the risks incidental to such participation on your own behalf and therefore you release and forever discharge the District, its officers, directors, members, managers, partners, employees, agents, representatives, successors and assigns of each, from any and all liabilities, claims, actions, damages, costs or expenses of any and every nature, including but not limited to, those occurring from property damage or personal injury to yourself, your child, and/or your ward, arising out of or in any way connected with your access to, use of or participation in gardening at the District Garden. You understand that this includes, but is not limited to, any and all liabilities, claims, actions, damages, costs or expenses of any and every nature based on the negligence, actions or inaction of any of the District, its officers, directors, members, managers, partners, employees, agents, representatives, or successors and covers bodily injury, death and property damage, whether suffered by you, your child, your ward, or your guest, during any participation in gardening within the District Garden.**
5. You will ensure that any guest you bring onto the land to access the District Garden or engage in gardening activities shall sign a waiver similar in form to this document prior to accessing the District Garden or engaging in gardening activities; provided, however, in the event that such guest

does not sign a waiver, you shall indemnify and hold the District harmless should any guest sustain any property damage, bodily injury or death.

6. In exchange for the use of the District Garden, you expressly grant the District permission to use your likeness and the likeness of those minors that you are parent or guardian of, in media, to include, but not limited to, photographs, video and the sound of your voice, in any and all of its publications and materials, including, without limitation, website entries, for promoting the garden or the community of Harmony in general, without payment or any other consideration.

7. You agree that if any portion of this document is held invalid, the remaining provisions shall be binding and continue in full force and effect.

YOU CERTIFY THAT YOU ARE OF LEGAL AGE AND FULLY COMPETENT TO CONTRACT. YOU HAVE READ AND UNDERSTAND THE LICENSE AGREEMENT, FOR THE DISTRICT GARDEN, AND THE TERMS AND CONDITIONS OF THIS WARNING, RELEASE AND INDEMNITY AGREEMENT FOR ACCESS TO AND USE OF THE DISTRICT GARDEN FOR GARDENING AND YOU UNDERSTAND THEIR SIGNIFICANCE AND VOLUNTARILY AGREE TO ALL OF THE THEIR TERMS. YOU HAVE HAD THE RIGHT TO HAVE SUCH DOCUMENTS REVIEWED BY LEGAL COUNSEL OF YOUR CHOOSING.

THIS AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT UNLESS AND UNTIL IT IS REVOKED BY ME IN WRITING DELIVERED (VIA POSTAGE PREPAID, CERTIFIED US MAIL, RETURN RECEIPT REQUESTED) TO (SUCH REVOCATION BECOMING EFFECTIVE ONLY UPON ACTUAL RECEIPT):

Harmony Community Development District
ATTN: District Manager
313 Campus Street
Celebration, Florida 34747

EXECUTED AND DATED this _____ day of _____, 20_____.

LICENSEE:

WITNESS:

Signature

Signature

Printed Name

Printed Name

Date: _____


Date: _____

Address: _____

Address: _____

7C.

7Ci.

A large, arched stone sign with the word "HARMONY" in a serif font. The sign is mounted on a base and has three small lights hanging from its top edge. It is set against a backdrop of trees and a cloudy sky.

HARMONY

**Harmony Field Inspection
Aug 2021**

Inframark Field Services

Tuesday, August 10, 2021

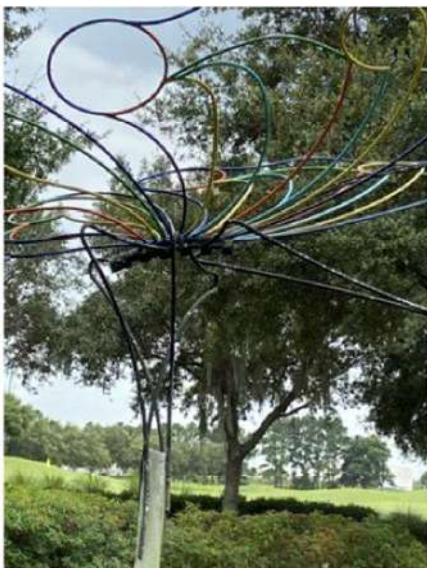
Prepared For Harmony CDD Harmony CDD

48 Observations Identified



Observation 2
Bench needs attention across from 7100 Five Oaks
dr

Completed



Observation 3
Butterfly needs repainted on the black part

Completed



Observation 4
Pillar tops at Sedges park needs cleaning.

Completed



Observation 5
Pillar top Dahoon Holly needs cleaning.

Completed



Observation 6
Bench at Dahoon Holly park needs torched

Completed



Observation 7
Provide 2 quotes for 2 new drink water stations at
Dogpark



Observation 8
Sand and torch picnic table and benches at front of Dog park

Completed



Observation 9
All Back alleys need weed control.

Completed



Observation 10
Primrose Willow pocket park needs removal of concrete and replaced with turf



Observation 11
Pocket park Primrose Willow needs concrete removal half circle



Observation 12
Crack in bench needs repair pocket park Primrose willow

Completed



Observation 13
Pavilion roof need soft pressure wash

Pending with contractor



Observation 14

Arrange soft pressure wash for roof pavilion across from 3318 CatBrier.

Pending with contractor



Observation 15

Paint swing pergola at Blazing star park.



Observation 16

Clean and polish all flush units

Pending



Observation 17
Clean and polish faucets

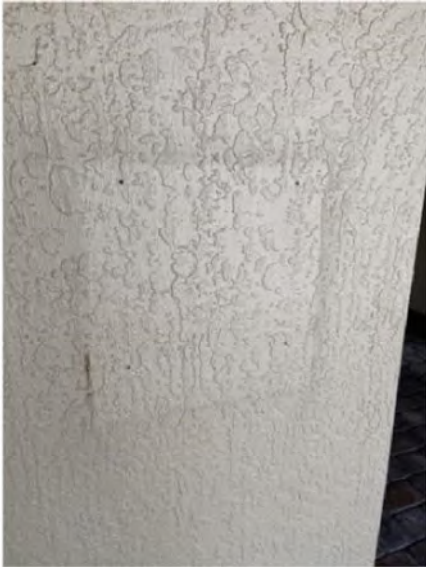


Observation 18
Sand and paint doors outside bathrooms Swim Club



Observation 19
Polish faucets women's bathroom swim club

Completed



Observation 20
Fill in holes and paint previous cpr unit



Observation 21
Sand and paint inside bathroom doors Swim club



Observation 22
Paint pillar with matching color



Observation 23
Sand and paint green canopy standing poles



Observation 24
Sand and prime and paint swim club blue canopy



Observation 25
Sand and paint gate swim club



Observation 26
Finalize painting of Gaya Ashley Park pool

Completed



Observation 27
Remove mud dubber at men's bathroom at Ashley

Completed



Observation 28
Brush off with steel brush and Paint bottom of both bathroom doors.

Completed



Observation 29

Clean fountain area walls and fountains.

Completed



Observation 30

Remove rust and clean tarp seal of shade structure.

Completed



Observation 31

Order 2 cover plates

Ordered



Observation 32
Scrape paint off and sand and paint at Ashley

Completed



Observation 33
Repair soffet

Completed



Observation 33 (1)



Observation 34
Gate Ashley park



Observation 35



Observation 36



Observation 37



Observation 38



Observation 39



Observation 40



Observation 41



Observation 42



Observation 43



Observation 44



Observation 45

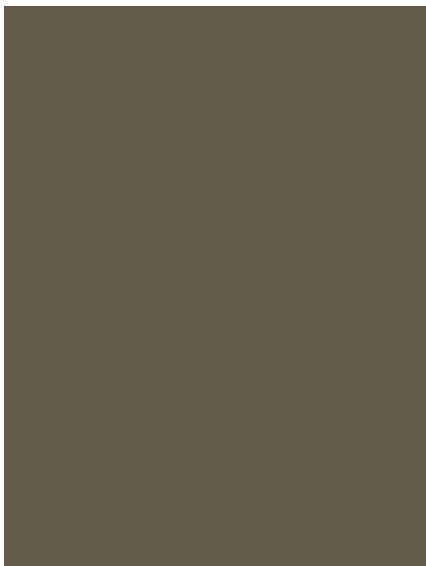




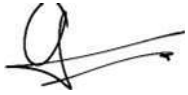
Observation 46



Observation 47



Observation 48



Gerhard van der Snel
Inframark

COPY



Servello Ride Through

Harmony

Monday, August 9, 2021

Prepared For Harmony CDD Servello

34 Observations Identified



Observation 1
Trim bush at entrance golf maintenance



Observation 2
All berms on East Five Oaks need weed control and edging.



Observation 3
Bush trimming needed at East Five Oaks berms



Observation 4
Round about proposal pending July audit



Observation 5
Distressed turf area East Five Oaks round about.



Observation 6
Pull out Shillings at first 2 beds. At Middlebrook loop



Observation 7

Damage accident East entrance on August 5th pending. Found resident causing damage. Quote requested with Pete.



Observation 8

Cut back cardboard palm and spread for weeds at pavers Town square



Observation 9

Add 6 azalea red ruffle at town square flagpole area



Observation 10
Society garlic transfer still pending from July audit



Observation 11
New places turf on Brownies area needs water.



Observation 12
Leaning tree on Claybrick not cut yet.
Notified Servello quote was approved.



Observation 13
Remove dead tree across 3545 Claybrick



Observation 14
Weeds trough out property. Pete stated to start tomorrow the 10th



Observation 15
Gold mounds on Cat Brier pavilion need trimming.



Observation 16
Bushes on Dahoon Holly park needs trimming



Observation 17
Inside fence buffer bottom need spray.



Observation 18
bushes need trimming at CatBrier dog park area



Observation 19
Branches still on bushes on CatBrier Tr



Observation 20
Gopher apple needs weed control and trimming



Observation 21
Pull out azeleas and add mulch Indian Grass
pocket park



Observation 22
Stressed dry area Oak Glen/Indian grass



Observation 23
Suggested blue daze on Oak Glen/Needlegrass



Observation 24
Needlegrass park needs trimming.



Observation 25
Overall weed control needed The Estates



Observation 26
Trimming needed at Lakeshore Park play area



Observation 27
Trimming needed at School house/ Butterfly Dr



Observation 28
Overgrown weeds at mailboxes Darksy Dr
Also on July audit.



Observation 29
Fallen trees in conservation area across from
Sundrop and Darksy Dr



Observation 30
Blazing Star park needs trimming.



Observation 31
Darksy Dr pond needs mowing.



Observation 32
Remove Holly corner of Little Blue Lane



Observation 33
Stake all Elm tree on pocket parks Little Blue Lane



Observation 34
Weed control needed West entrance H2 side Five
Oaks

Gerhard van der Snel
Inframark

7Cii.

COPY

HARMONY CDD

Gerhard van der Snel

Date	Resident	Time	M W F S		Total	20'	16'	16'	18'	Tracker	Canoe	Kayak	Comments
			Th	S	Pass	Pont	Pont	SunTrk	Bass	Bass			
7/15/2021	Charlene Siwula	7:30 - 10:30 AM			4	X							
7/15/2021	Mark Williams	7:30 - 10:30 AM			4	X							
7/15/2021	Samuel Gates	7:30 - 10:00 AM			4			X					
7/15/2021	Mark Williams	7:30 - 10:30 AM			2				X				
7/15/2021	Christopher Burns	9:00 - 11:00 AM			1							X	
7/15/2021	Christopher Burns	9:00 - 11:00 AM			1							X	
7/15/2021	Christopher Burns	1:00 - 4:00 PM			2						X		
7/15/2021	David Bronson	1:00 - 4:00 PM			3	X							
7/15/2021	Christopher Burns	1:00 - 4:00 PM			4			X					
7/15/2021	Lori Bishop	2:00 - 4:00 PM			1							X	
7/15/2021	Lori Bishop	2:00 - 4:00 PM			1							X	
7/16/2021	Christopher Burns	7:30 - 10:30 AM			6	X							
7/16/2021	Chris Todd	7:30 - 10:30 AM			5			X					
7/16/2021	David Bronson	1:00 - 4:00 PM			3			X					
7/17/2021	Daniel Sprague	7:30 - 10:30 AM			2			X					
7/17/2021	jason herman	7:30 - 10:30 AM			3		X						
7/17/2021	Christopher Burns	9:00 - 11:00 AM			1							X	
7/17/2021	Christopher Burns	9:00 - 11:00 AM			1							X	
7/17/2021	Christopher Burns	9:00 - 11:00 AM			1							X	
7/17/2021	Adam Godfrey	1:00 - 4:00 PM			4		X						
7/17/2021	Edens Henrius	1:00 - 4:00 PM			6	X							
7/17/2021	Mario Collado	1:00 - 4:00 PM			5			X					
7/18/2021	Samuel Gates	7:30 - 10:30 AM		X	5	X							
7/18/2021	Donald Rice	7:30 - 10:30 AM		X	2		X						
7/18/2021	jason herrman	7:30 - 10:30 AM		X	3			X					
7/18/2021	Ralph Tesoriero	7:30 - 10:30 AM		X	2					X			
7/18/2021	Edens Henrius	1:00 - 4:00 PM		X	6	X							
7/18/2021	David Bronson	1:00 - 4:00 PM		X	3			X					
7/21/2021	Madeline Visciano	7:30 - 10:30 AM			8	X							
7/22/2021	Teresa Kramer	7:30 - 10:30 AM			2		X						
7/22/2021	Teresa Kramer	7:30 - 10:30 AM			2						X		
7/22/2021	Edens Henrius	1:00 - 4:00 PM			6	X							
7/22/2021	William Gest	1:00 - 4:00 PM			2		X						
7/24/2021	Madeline Visciano	7:30 - 10:30 AM			6	X							
7/24/2021	Miguel Ramos	7:30 - 10:30 AM			4		X						

			5	22	311	28	14	24	4	4	4	10	
					Total Passengers:								
					311								
					Total Trips: 89								

COPY

Date	Resident	Time	M	W	F	S	Total	20'	16'	16'	18'	Tracker	Canoe	Kayak	Comments
			Th	S	Pass	Pont	Pont	SunTrk	Bass	Bass					
7/24/2021	Robert Martz	7:30 - 10:30 AM					2				X				
7/24/2021	Samuel Gates	7:30 - 10:30 AM					4			X					
7/24/2021	Amanda Corcoran	1:00 - 4:00 PM					6			X					
7/25/2021	Ray Walls	7:30 - 10:30 AM				X	3			X					
7/25/2021	Donald Rice	7:30 - 10:30 AM				X	2		X						
7/25/2021	Steven Sepulveres	1:00 - 4:00 PM				X	8	X							
7/28/2021	Neil Zeiler	7:30 - 10:30 AM					6			X					
7/28/2021	David Walker	7:30 - 10:30 AM					3			X					
7/28/2021	Alan Doe	7:30 - 10:30 AM					3		X						
7/28/2021	Amber Sorrough	8:30 - 10:30 AM					1							X	
7/28/2021	Amber Sorrough	8:30 - 10:30 AM					1							X	
7/28/2021	Amber Sorrough	8:30 - 10:30 AM					1							X	
7/28/2021	David Bronson	1:00 - 4:00 PM					3	X							
7/29/2021	David Bronson	1:00 - 4:00 PM					3	X							
7/29/2021	David Bronson	1:00 - 4:00 PM					3			X					
7/30/2021	David Walker	7:30 - 10:30 AM					3	X							
7/30/2021	Debra Allen	1:00 - 4:00 PM					3			X					
7/31/2021	BLOCKED TIME	7:30 - 4:30 PM					0	X							
7/31/2021	joseph frost	7:30 - 10:30 AM					6			X					
7/31/2021	JAIME LOPEZ	10:00 - 2:00 PM					2						X		
7/31/2021	JAIME LOPEZ	10:00 - 2:00 PM					2						X		
7/31/2021	Urlich Grude	1:00 - 4:00 PM					4	X							
7/31/2021	Jacob Bensinger	1:00 - 4:00 PM					5			X					
8/1/2021	Donald Rice	7:30 - 10:30 AM				X	2		X						
8/1/2021	BLOCKED TIME	7:30 - 4:30 PM				X	0	X							
8/1/2021	Robert Martz	7:30 - 10:30 AM				X	6	X							
8/1/2021	Teresa Kramer	7:30 - 10:30 AM				X	8	X							
8/1/2021	Teresa Kramer	7:30 - 10:30 AM				X	2								
8/1/2021	Alexandra Morales	1:00 - 4:00 PM				X	4			X					
8/1/2021	JAIME LOPEZ	1:00 - 4:00 PM				X	8	X							
8/1/2021	Camille Arce-Persia	1:00 - 4:00 PM				X	4		X						
8/4/2021	Mark Williams	7:30 - 10:30 AM					4	X							
8/5/2021	joseph frost	7:30 - 10:30 AM					5	X							
8/5/2021	Franciele Oliveira	1:00 - 4:00 PM					6			X					
8/5/2021	William Gest	1:00 - 4:00 PM					4	X							
8/7/2021	Kimberly Rodriguez	1:00 - 4:00 PM					3		X						
8/7/2021	Alexandra Morales	1:00 - 4:00 PM					6	X							
8/7/2021	Adam Godfrey	1:00 - 4:00 PM					4			X					

			5	22	311	28	14	24	4	4	4	10		
					Total Passengers:									
					311									
					Total Trips:	89								

COPY

Date	Resident	Time	M	W	F	S	Total	20'	16'	16'	18'	Tracker	Canoe	Kayak	Comments
			Th	S	Pass	Pont	Pont	SunTrk	Bass	Bass					
8/7/2021	William Garard	1:00 - 4:00 PM					3				X				
8/8/2021	Donald Rice	7:30 - 10:30 AM				X	2		X						
8/8/2021	Kimberly Rodriguez	1:00 - 4:00 PM				X	4		X						
8/8/2021	Steven Sepulveres	1:00 - 4:00 PM				X	8	X							
8/8/2021	william turner	1:00 - 4:00 PM				X	4			X					
8/8/2021	Steven Sepulveres	1:00 - 4:00 PM				X	8	X							
8/9/2021	Brad Vinson	7:30 - 10:30 AM	X				4			X					
8/9/2021	David Albert	7:30 - 10:30 AM	X				3		X						
8/9/2021	William Gest	8:30 - 9:30 AM	X				1				X				
8/9/2021	Arielle Coffey	1:00 - 4:00 PM	X				3					X			
8/9/2021	Arielle Coffey	1:30 - 4:00 PM	X				3					X			
8/11/2021	Mark Williams	7:30 - 10:30 AM					4	X							
8/12/2021	Jason Lewis	7:30 - 10:30 AM					2			X					
8/12/2021	Jason Lewis	8:00 - 11:00 AM					2					X			
8/12/2021	Jason Lewis	1:00 - 4:00 PM					3	X							
8/12/2021	William Gest	1:00 - 4:00 PM					2			X					
			5	22	311	28	14	24	4	4	4	10			
							Total Passengers:								
							311								
							Total Trips: 89								

7Ciii.

7Ciii.a

COPY

730 U.S. 27 North
 Lake Placid, FL 33852

[T] 863.232-5661
 [F] 863.465.7233



August 19, 2021
 Harmony CDD

Gerhard,
 Listed below is your quote. Let me know if there is anything else that I can do to help.

Part #:	Description:	Qty:	Unit Price:	Ext. Price:
CLASSICXL	Bass Tracker Classic XL w/ 50ELPT & Trailer	1	\$15,355.20	\$15,355.20
Prep	Standard Factory Prep Fee	1	\$375.00	\$375.00
Freight	Freight Fee from Factory to us	1	\$850.00	\$850.00
Delivery	Delivery to Harmony, FL	1	\$720.00	\$720.00

Total: \$17,300.20

Price includes shipping to the lower 48 states.

Lead Time: estimated 22 weeks from date of order but this could be pushed back further

Have a great day!

Kasey Painter
 Government Sales Coordinator
 Central Florida Yamaha, Inc.

7Ciii.b

COPY

TRACKER BOAT CENTER

5156 INTERNATIONAL DRIVE
ORLANDO, FL 32819
407-563-5180

Order Acknowledgement and Agreement of Sale

CUSTOMER QUOTE

To:	DEVELOPMENT HARMONY COMMUNITY CU#: 2271913	Quote:	1071457
	7360 FIVE OAKS DR	Date:	12 AUG 2021
	HARMONY, FL 34773	Stock #:	
Phone:	407-873-8743	Sales Person:	TIMOTHY OWENS
Cell:	407-873-8743	Delivery Date:	
Email:	GERHARDHARMONY@GMAIL.COM		

STOCK ITEMS SOLD

(B) 2022 TRACKER MARINE SUNTRACKER BB16XL
(M) Mercury Marine Mercury 50ELPT FourStroke

Base Price:		17,495.00
Freight/Prep	1,750.00	19,245.00
Dealer Options	Quantity	0.00
VIP	VIP DISCOUNT CARD	1.00
PDI	PREDELIVERY INSPECTION	1.00
990	COLOR BLACK OR BLUE	1.00
Sales Extras	Quantity	1.50
BF	BATTERY FEE	1.50
Total List Price:		19,246.50
Deal Total:		19,246.50
Sales Price Before TTL:		19,246.50

Total Fees		175.00
Regist./Lic.		175.00
Grand Total:		19,421.50
		=====

CUSTOMER ADVISED OF DESCRIPTION OF WARRANTY

<p><input type="checkbox"/> WHEN THIS BOX IS CHECKED, THE UNIT WHICH IS THE SUBJECT OF THIS CONTRACT IS BEING SOLD ON AN "AS IS" BASIS, THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS UNIT IS WITH THE PURCHASER</p>	<p><input type="checkbox"/> WHEN THIS BOX IS CHECKED, THE UNIT HAS A 0% COSMETIC WARRANTY</p>
<p>METHOD OF PAYMENT <input type="checkbox"/> C <input type="checkbox"/> OSF <input type="checkbox"/> Finance</p>	<p><input type="checkbox"/> I WOULD LIKE MORE INFORMATION ON CREDIT INSURANCE</p>

I have read the terms and conditions that accompany this agreement and accept all such terms and conditions and agree to be bound by same.

MANAGER APPROVAL _____ DATE _____ CUSTOMER APPROVAL _____ DATE _____

This agreement is not final and binding on Seller unless approved and signed by a manager of Seller.

EIGHTH ORDER OF BUSINESS

8B

8Bi.

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

PERSONAL/INDIVIDUAL USE APPLICATION

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

APPLICANT INFORMATION

Name: John Madden
Address: 7017 Cupseed Lane Harmony FL 34773
Home Phone: _____ Cell Phone: 321-443-2963
Fax: _____ E-mail: john.madden.18@hotmail.com

EVENT INFORMATION

Type of event: Tee Ball Practices
Requested location: Soccer Field
Event date(s): 9/8 - 11/12 Fridays only
Times From: 5:30 (a.m./p.m.) To: 6:30 (a.m./p.m.)
Anticipated # of attendees: 15 What age group? 4-5 years old

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

DAMAGE DEPOSIT

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

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

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

VENDORS/MERCHANDISE

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

How many vendor/merchandise locations will your event require? 0

Please describe vendors/type that will occur on day of event: None

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

Attached: Yes No

CATERING

Will your event require catering? Yes No

Name of Company: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Work Phone: _____ Fax: _____

Cell/Pager: _____ Email: _____

CONTACT INFORMATION

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

Osceola County Zoning and Code Enforcement:

One Courthouse Square, Suite 1200, Kissimmee, FL 34741

Phone (407) 343-3400

Osceola County Parks and Recreation Department:

One Courthouse Square, Suite 1200, Kissimmee, FL 34741

Phone (407) 343-2380

County Waste Management: Phone (407) 847-7370

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

INDEMNIFICATION AND HOLD HARMLESS

The **EVENT ORGANIZER** agrees that this application applies to the individual and all of his or her agents, officers, directors, employees, consultants or similar persons.

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

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

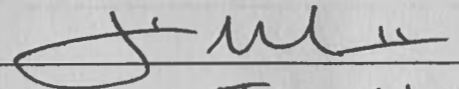
The State, agency or subdivision of the State shall not be subject to this indemnification clause in accordance with Section 768.28(19), FL Statutes.

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

SIGNATURE OF APPLICANT/EVENT ORGANIZER

ACKNOWLEDGEMENT:

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

Signature:  Date: 8/1/20
 Printed Name: John Madden

APPROVAL FROM HARMONY CDD

Signature: _____ Date: _____
 Printed Name: _____
 Title: _____

COPY
STATE OF EMERGENCY RIDER PAGE

PANDEMIC INDEMNIFICATION

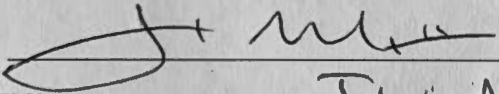
By utilizing District facilities, there are certain risks arising from or related to possible exposure to **COMMUNICABLE DISEASES** including, but not limited to, the virus “severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)”, which is responsible for the **CORONAVIRUS DISEASE** (also known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

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

SIGNATURE OF APPLICANT/EVENT ORGANIZER

ACKNOWLEDGEMENT:

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

Signature:  Date: 8/1/21
 Printed Name: John Madden

APPROVAL FROM HARMONY CDD

Signature: _____ Date: _____
 Printed Name: _____
 Title: _____