

**HARMONY  
COMMUNITY DEVELOPMENT DISTRICT**

**October 28, 2021**

**AGENDA PACKAGE**

**Meeting Location:  
3285 Songbird Circle  
Saint Cloud, Florida 34773**

The CDC COVID-19 Guidelines recommend that all people wear face masks while in enclosed public places.

Social distancing measures will be enforced, and masks are required to attend the Harmony CDD meetings until otherwise advised.

Remote participation options will continue to be provided for telephonic public attendance via Zoom: <https://zoom.us/j/4276669233>

**Call-in: 929-205-6099 Meeting ID: 4276669233#  
Access Code: 4276669233 ("Harmony CDD")**



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

# COPY

## Harmony Community Development District



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

- Angel Montagna ..... District Manager
- Timothy Qualls ..... District Counsel
- David Hamstra ..... District Engineer
- Gerhard van der Snel .. Field Manager

### Regular Meeting Agenda

Thursday, October 28, 2021 @ 6:00 pm  
3285 Songbird Circle, St. Cloud Florida 34773

<https://zoom.us/j/4276669233> - Meeting ID: 427 666 9233

<https://zoom.us/j/4276669233?pwd=b0VJcGNua0FyMXROZm5wNENaRIJDZz09>

1. **Roll Call**
2. **Audience Comments** (Limited to a Maximum of 3 Minutes)
3. **Subcontractors' Reports**
  - A. **Servello**
    - i. Discussion of Mowing Schedule Around Ponds, Lakes and Elsewhere
4. **Consent Agenda**
  - A. **Approval of September 30, 2021 – Regular Meeting Minutes**
  - B. **Approval of September 22, 2021 – Workshop Minutes**
  - C. **Financial Statements for September 30, 2021**
  - D. **Approval of #258 Invoices and Check Register**  
(Invoices Available Upon Request)
  - E. **Motion to Assign Fund Balance**
5. **Old Business**
  - A. Harmony Pool Renovations Proposals
  - B. Demand Letter
  - C. Buck Lake
  - D. Repair of Garden Road
  - E. Steve Berube
6. **New Business**
  - A. Harmony Cove
  - B. Consideration of 2021 Audit Engagement Letter
  - C. Security of RV Vehicle Storage Facility
  - D. Discussion of Sidewalk Pressure Washing
  - E. Discussion of Security/Rules/Enforcement for the Dog Park
  - F. Review of Flat Fee for Legal Services
    - i. AVID Report
7. **Staff Reports**
  - A. **District Engineer**
    - i. District Engineer Report
  - B. **District Counsel**
    - i. District Counsel Report
  - C. **Field Manager**
    - i. Field Manager's Report
    - ii. Boat User Report
    - iii. Update on the Tow Boat
    - iv. Proposals

**Harmony Community Development District**

- 8. District Manager's Report**
  - A. Harmony Invoices**
  - B. Discussion of District Website**
- 9. Supervisors' Requests**
- 10. Adjournment**

**NOTE: The next meeting is scheduled for Thursday, November 18, 2021**

## **Fourth Order of Business**

**4A.**

## MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, September 30, 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 |
| Mike Scarborough | Assistant Secretary |

Also present were:

|                      |                                      |
|----------------------|--------------------------------------|
| Angel Montagna       | District Manager: Inframark          |
| Tim Qualls           | District Attorney: Young Qualls, P.A |
| David Hamstra        | District Engineer: Pegasus           |
| Gerhard van der Snel | Field Services Manager               |
| Pete Betancourt      | Servello                             |
| Scottie 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. All Board members were present.

### SECOND ORDER OF BUSINESS

### Audience Comments

Supv Kramer noted comments need to be limited to a maximum of three minutes.

Richard Conway:

Good evening, all. My name is Richard Conway. I've lived in South Lake for approximately three years. I'm not sure folks were aware I'm from the Cal-Atlantic Group that I purchased the home from. At the time we were viewing the Cal-Atlantic home sites, the lakes were beautiful, the view was beautiful. And I had the privilege of paying \$15,000 lot premium for the water that my wife insisted we live on. I'm sure you understand "happy wife, happy life." So, I willingly paid the \$15,000. She would sit on the lanai and be ecstatic. Unfortunately, it's three years later, and now I have a beautiful view of 2' to 4' high weeds. I understand that there has to be a weed barrier because of the nitrogen and the runoff from the lawns. But it seems extremely excessive. My daughter and son-in-law live in Mill Creek. The Mill Creek ponds do not look like the ponds do in the CDD. I go to other golf courses such as Royal Pines. They do not look the same. In order to decorate, my wife likes to go to model homes and compare the interiors and how they decorate it and the paint jobs and such. I would willingly invite any one of you to come to my backyard and see

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what I paid \$15,000 for. For a water view. Because it's offensive, quite honestly. In some places the weeds are four feet high.

Now, to my mind, a nitrogen barrier would be maybe this high. Maybe? So, that's all. I just would really like the CDD to address... I, I can get you literally 50 couples here that are just as angry but not able to show up. So if you decide wanted to put it on an agenda for a vote, I guarantee you I could have a minimum of 50 couples here who also paid for water view. And they have a weed view.

District Manager Montagna asked, What street are you on?

Richard Conway responded, I'm on Oakmark. If you picture a figure eight in the middle across Sagebrush, we're the second house in, so we're right on the water. And again, when we bought it, it was gorgeous. But three years later, it's not. And that's all, thank you very much.

**THIRD ORDER OF BUSINESS**

**Consent Agenda**

- A. Approval of August 26, 2021 – Regular Monthly Meeting Minutes**
- B. Financial Statements for August 31, 2021**
- C. Approval of: #257 Invoices and Check Register**

Supv Kramer stated the consent agenda involves the approval of our August 26, meeting minutes, the financial statements through August. 2021 and approval of #257 invoices and check register.

District Manager Montagna

The minutes have been amended. I know Mrs. Kassel sent in some amendments to the minutes; those were made.

Supv Kramer asked, Are any of those substantial?

Angel Montagna - District Manager stated No.

Supv Kramer stated, All right. Any other questions about those, on the consent agenda? Hearing none, I call for a motion to approve.

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

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## **FOURTH ORDER OF BUSINESS**

## **Old Business**

### **A. Tow Boat**

Supv Kramer stated, We'll move on to old business. The first old business is a tow boat. And I guess the sponsor of this was unable to be here today, so I'll kick it off. Gerhard will probably have to kick in here somewhere. Do we have pictures that can be brought up on the screen?

Supv Leet

Yes, I can pull them up over there.

Supv Kramer:

Okay, I don't know if anyone got an additional agenda that went out today. So everybody's had time to review the new items in there?

Supv Kassel stated Yes.

Supv Kramer stated, Because we do have boats that go out on our lake and there is the need occasionally to go rescue a boat, and again we're rescuing the boats. People might be there, but none of our staff has the qualifications or credentialing to actually do water rescues of human beings, so that would be calling 911 quickly and having them show up. So our boats, the purpose for a boat is to be a tow boat, to bring in either the pontoon boats, the canoes, the kayaks, the sailboats. You get someone out stranded, without battery power, or just are too tired to paddle themselves back in. So, we are looking for tow boat options. The first photos we have are of our current towboat. It's a 16' aluminum Mirrocraft.

Supv Berube:

Madam Chairman, could I interrupt for a second?

Supv Kramer

Certainly!

Supv Berube

I want to go back to what you just said about we rescue boats. We don't rescue humans; that would require a call to 911. I understand the need for training of our folks if we're going to rescue humans. But the fact of the matter is if someone is in the water and has a problem, it's going to take a good amount of time and another boat before a call to 911 brings help to that person in our lake.



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Supv Kramer:

If someone's in the water, my understanding- Gerhard, correct me if I'm wrong they do have a ladder that they put into the water and the person can climb out and into the boat. So... but, our staffor Inframark's staff here in Harmony no one is trained to actually do- so, we are not billing ourselves as we're going to go out there and rescue you.

Supv Berube

Well, I understand that. But I guess this is the question for you and for Inframark: what kind of training do we need? If we've got somebody- let's say... I understand somebody in the water at the dock. This is a whole different thing. If a boat overturns out in the middle of the lake or somebody has a problem or whatever, and you've got a human being in the water, on the boat, or whatever, any help, to say "We can't help you, because we're not trained," to me is shortsighted. If our people need to have some kind of training to help people on our lake in our boats, it seems to me it behooves us to get our people trained. What am I missing here? Because I'm telling you, it's a half an hour by the time the fire department guy gets here with a boat, to the scene.

Supv Kramer:

All I can tell you... do you want to address this?

District Manager Montagna

Currently your staff is not trained for rescue. I can get with John Caffey t see what those classes are. I don't know if- Gerhard, did y'all ever have that conversation with John? About classes that you would need to take?

Field Manager Gerhard

The only thing- the only- what we could say the CPR and first aid.

District Manager Montagna

And is everybody certified in CPR?

Field Manager Gerhard

We all were, but we're... it expired.

District Manager Montagna

Expired? Okay. So that's the first thing. If the Board wants them certified in rescueyeah, I can definitely get with John Caffey and have a plan put together.

Supv Leet

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To clarify, we've already, set a precedent: we will show up with the tow boat and put the ladder in the water. I think what we're talking about as water rescue, that is someone actually getting into the water and assisting someone that's having difficulty even climbing up the ladder or something like that.

District Manager Montagna

Correct.

Supv Scarborough

Boat rescue, if we rescue boats, I... I've been rescued before

Supv Leet

Yeah.

Supv Scarborough

And that doesn't require a high degree of skill. They go out and put a rope on another boat and drag it back to the dock.

Supv Kramer:

And that's what we're talking about here. By putting the word rescue in there it leads our residents to believe that we have people with lifeguard training that can pull a stranded person out of the water, that can provide CPR or first aid that know how to do water rescues and there's a lot of liability that goes with holding yourself out to do that, so...

Supv Berube

I'm not arguing that point, and to my knowledge, we've never had to pull anybody out of the water yet, however, and you know, when people go out on boats, they're always told, call the Dockmaster if you have a problem out here on the water. Well, this is a whole new ballgame, so, it just seems to me like basic human consideration. And rather than getting somebody to wait what's probably 30 minutes for the fire department to show up... they're not going to have a boat, and they can't easily get in the lake with their boat even if they bring one.

Supv Kassel

Well, I think we're resolving the issue by having it looked into-

Supv Berube:

Yeah, right.

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Supv Kassel

...number one. Number two, regarding the tow boat, we have this boat and we also have a 14 foot boat.

Supv Kramer:

Right, we have two boats here on the property. This one stays in the water and goes out to rescue. Now the hull is in excellent shape, there's no problem with the hull. This is all pretty much cosmetic damage and we would need to put new coverings on those areas of the deck. We've been using it for years and years, but the question came up now, as to being able to drive it. We can modify this a bit by putting a u-bar or grab bar where the operator can stand, more towards the center of the boat, and a tiller extension that he can then operate the motor from.

The second boat is the 14 foot, and it's got more bench seats in it. It's also aluminum. It will hold, as I recall, a little bit more in weight. It's currently sitting in the in the compound yard behind the staff trailer and it has in the past been used for pond maintenance, is that correct, Gerhard?

Supv Scarborough:

Yep. In fact I have personally experienced that, and that's a very, very unstable boat even though it's got a deep V hull, it's a very unstable boat.

Field Manager Van Der Snel

It's small.

Supv Scarborough

Well, not only is it small, it... I would not like to make another boat rescue in that-

Supv Leet

Yeah, if it's deep it's going to be more like a bowl, it's not going to be as stable ...

Field Manager Gerhard

That's right.

Supv Kramer:

Right. So, back... that first section- second option, that would... again, I would recommend, on that one, would be to add a bar, a standing bar, and a tiller extension so that the operator could stand more midships, provide a little more stability, and get out- and again, we're talking about towing boats in. So that's an option.

Supv Kramer:

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The third option would be to find a new boat. And we've located a new boat. Boats, as you may know, or may not know, boats are quite the commodity these days. Everyone wants to be out recreating out in the open, and outdoors. So there are as many as 6 to 8 month waiting lists for boats, and they've seriously gone up in price. This one is a boat- also, the boats unfortunately, they want everybody to buy a package deal. They want us to buy a motor with it, and a new trailer and the whole bit. It's running, you know, 15... you've seen the previous quotes, 15 to 19 thousand dollars.

Supv Kramer:

This boat is 15 foot, it's a, a skiff. It's got a broader beam, provides more stability to it. It's built over here on the east coast, and they will be glad to build one custom-made for Harmony, and to customize the decks however we would like to put it together, they will throw in vinyl lettering, if we wanted to do the Harmony CDD Services on it they can add a grab bar and tiller extension. The other option is to have a center console and steering. They can put that in there. However, that's considerably more expensive.

So, these are your options of the first two... or the first one would take some renovation costs and we'll have to fund some one. Unfortunately, most of the folks who are renovating boats are now into flipping boats because the demand is so high, and it's hard to find somebody who will do that work. So, I just wanted to make the Board aware of this and to see what rec- how many tow jobs do we usually do in a month?

Field Manager Gerhard

In a month?

Supv Kramer:

Well, or any year?

Field Manager Gerhard

Well, again, it all depends, we can never tell. But the last three months, I think we did two.

Supv Kramer:

Hmm. And that's with the pontoon boats?

Field Manager Gerhard

That's with pontoon boats, yeah.

Supv Kramer:

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Okay. Is the majority of the towing the pontoon boats?

Field Manager Gerhard

Yes because it's electric motor, it has a thermal breaker on it. We do advise the users not to go full throttle, however they go full throttle, or the weather changes, and they're on the north side of the lake, wind against them, and they already use full throttle, then that's when they call and say "hey, it's not doing anything anymore." That's .the most problem with, with that.

Supv Kramer:

Okay. So again, these are our options. I offered them up, so I'd like direction from the Board.

Supv Kassel

I like... reusing what we have, refurbishing what we have. I understand, though, it's hard to find somebody to do that work.

Supv Kramer:

Okay.

Supv Kassel

But if we buy a new boat we're going to have to wait anyway. And if the second boat, the second boat that we already have, is very unstable, or at least rather unstable, we may want to reserve that for another use. Or we may want to use that temporarily in the next few months while we're waiting for the first... the boat we already have, to be refurbished.

Supv Berube

Yes. That... I would go along with that, as well. Refurbish what we have, with a... an upper limit to what that refurbishment should cost. I mean the boat is probably going to cost in excess of what its value is to have it refurbished. So we have to be mindful of that. The new boat from Liquid Planet Marina was about \$7,500, is that what I read?

Supv Kramer:

I think it was \$5,700 but then if you add on extras, it will go up.

Supv Berube

So, you know, we have to yeah, what, \$7,154 will all of the goodies, right? I do not know what I'd be willing to tolerate for refurbishing a used boat. Maybe...

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Supv Leet

Half that.

Supv Berube

\$3,500, \$4,000? If, you know... that just seems to make most fiscal sense, and if that boat's coming out of service, then we have to make sure that the smaller boat, the unstable one, is ready for service and put it in the water while that boat's being fixed.

Supv Kramer:

Okay. All right. Dan, do you have...

Supv Leet

I'm set, that sounds good to me.

Supv Berube

And I would say, if we can't find, you know, because this could go on forever, looking for somebody to fix this boat. I would say if we don't have somebody lined up by the next meeting, that we revisit this? Because if you can't find somebody in 30 days you probably won't find somebody in 60 days, right? So, just my thought there,

It's not that

they won't finish it in 30 days but we might be able to get some sort of a value quote for what it'll take to refurbish that boat.

Supv Kramer:

Okay. Supervisor Scarborough?

Supv Scarborough

Yes, I concur with that.

Supv Kramer:

Okay, it sounds like we have consensus. So we'll direct you to see if you can find find someone who can refurbish the boat.

District Manager Montagna

What's your limit for refurbishment?

Supv Kramer:

He suggested \$3,500?

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Supv Kassel  
\$4,000.

Supv Kramer:  
\$4,000.

Supv Berube  
That's enough.

District Manager Montagna  
And which boat is it we're refurbishing?

Supv Kramer:  
The 16 foot Mirrocraft.

District Manager Montagna  
16 foot...?

Supv Kramer:  
The current tow boat.

Field Manager Gerhard  
That one! (Shows a picture)

Supv Kramer:  
That one.

District Manager Montagna  
Mirrocraft. Okay, got it.

**B. Workshop Minutes**

Supv Kramer:  
All right, great. The next item on the agenda is the workshop minutes. We've had a workshop a little over a week ago, and we did promise to revisit whether we were going to do minutes or not, and I need our legal counsel to help us out here?

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District Counsel

Yes.

Supv Kramer:

Workshop minutes.

District Counsel

What about 'em?

Supv Kramer:

Do we have to have them? Should we have them? Should we not have them?  
What's...

District Counsel

You just want my opinion, or like...?

Supv Kramer:

I want legal advice as to what the state requires us to do.

District Counsel

Okay, I need to look at the law again, I just advised you guys on this a little while ago. I think the question always is, what type of minutes? I do think you're supposed to have minutes of your workshop. I'll check again and tell you if I'm wrong during the general counsel part. And then, the other part of it whether you have to have full-length minutes versus just the highlights, and that is a policy decision of the Board.

Supv Kramer:

Thank you. So at this point of, I guess the biggest question now is the form of the minutes, just a brief statement of what type, you know, what was discussed, and information. And then the other option would be the near-verbatim minutes. Do I hear any discussion or preference from the Board?

Supv Kassel

My preference is to have near verbatim minutes of the workshop, since we've had more than one request for that, and it increases our transparency and I'm all for that.

Supv Kramer:

Now, I do have one question for you. I think on my audio side it created some audio issues- I guess, audio problems with the sound was the information conveyed and, I



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mean, if we commit to near verbatim minutes, is it going to be doable based on that interference?

Supv Kassel

We will only find out...

Supv Kramer:

When we do them.

Supv Kassel

When we do them, and we made a good faith effort to have a meeting where the sound was audible, and we can make a good faith effort to have near verbatim minutes for the workshop. And whether that's feasible based on the sound quality is not really under our control at this point.

Supv Kramer:

We will do the best we can. Any other...

Supv Berube

I would go with summary minutes and there have... there's only one or two people who want detailed minutes, if that many.

Supv Kassel

Well, I want detailed minutes.

Supv Berube

You're one of them. And, and there's going to be cost on the detailed minutes.

Supv Kassel

Yeah.

Supv Berube

So, if we have summary minutes and somebody requests to give them summary minutes, and then they say "that's not good enough, I want it all." Here's the audio recording. Have at it.

Dist Manager Montagna:

Right.

Supv Berube

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Simple. Why put... I mean, it's a workshop, there was no action taken yeah there was... there was lots of discussion, most of it here, there and everywhere, right? But it's a workshop and if people really think that they need to read or hear every word that was discussed in a hour and a half workshop, well then they could listen to it just like we sat there and produced it.

Supv Kramer:

Yes

Supv Berube

Here's the summary, or here's the recording. Whatever you want.

Supv Kramer:

Supervisor Scarborough, do you have any thoughts?

Supv Scarborough

No, I tend to think that summary- I mean, there is a cost associated with the detailed minutes, right? So, I tend to follow that same logic. If somebody wants to know what's... the details of meeting, they can... I, I don't know that we have to hand the minority of people, the details of the meeting

Supv Leet

I would tend to agree with, again, since no actions are being taken, that the requirement for providing transparency and everything by providing the recording should that be requested. I would say that I would want to make sure that in the final agenda that gets published, any other materials or information or details about an outside consultant showing up or slides, we had some I want to make sure that all those make their way into the story minutes, rather than just maybe a couple of bullets or outline of what we discussed.

Supv Kramer:

Okay. So we in the summary minutes-

Supv Scarborough

Maybe a little thicker summary minutes?

Supv Kramer:

We have information about anybody who was there providing information.

Supv Kassel

Might I make a request?

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Supv Kramer:

Of course.

Supv Kassel

Might I request that those residents who are here, if they would prefer near verbatim minutes versus a recording?

Supv Kramer:

Is there anybody here who would prefer written, near verbatim minutes or would be willing to listen through a recording of the meeting.

Marylin Ash-Mower:

I think when there was no action taken, it was just discussion, I think that highlights might probably be enough. But like these meeting here, I really appreciate the verbatim ones. But for the highlight one, I think, because of no action if you just want to argue with one another...

Supv Kramer:

I know why you're all laughing. Okay, does anybody else have any input on it?

Supv Kassel

Thank you.

District Counsel

Madam Chair? I just wanted to confirm that workshop meetings are no different than those required from any other meeting of a public Board or a commission.

Supv Kramer:

Okay. All right, thank you. All right at this point, I think we've all had our say. I would entertain a motion if someone would like to make it, as to summary minutes or near verbatim minutes.

Supv Kassel

I'll make a motion for near verbatim minutes.

Supv Kramer:

I have a motion for near verbatim minutes for the workshop that we've recently conducted. Do I hear a second? Hearing no second, I would entertain an alternative motion.

Supv Leet

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I would move that our policy for workshops be that we provide summary minutes with all prepared materials, speakers, and copy of slides and, if more details are needed, that we provide the audio and or future video records as requested.

Supv Berube

Seconded.

Supv Kramer:

Okay. I have a motion and a second, for summary minutes with information on any additional speakers. I have a motion and a second, all those in favor?

Supv Scarborough

Aye.

Supv Leet

Aye.

Supv Berube

Aye.

Supv Kramer:

Aye. All those opposed?

Supv Kassel

Nay.

On MOTION by Supv Leet seconded by Supv Scarborough, with four in favor, and one opposed, Supv Kassel for detailed summary minutes for workshops

Supv Kramer:

Okay. The motion passes, 4 to 1. The next item on our agenda is uh, regulating the use of CDD property for construction access.

**C. Regulating the use of CDD Property for Construction Access**

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District Counsel

Yes. Madam Chair, thank you. Do I have to be at the mic, or am I loud enough... can you guys hear me?

Supv Kramer:

Yeah. For the verbatim minutes, it helps.

District Counsel

Oh.

District Manager Montagna

Maybe for people listening

District Counsel

Okay, so this was discussed at your workshop, and I want to make clear for the record that your Board has regulated, or your district has regulated this, and does have a policy. It's not a written policy, but the policy as I understand from talking to Gerhard is anytime a property owner or a construction company needed access to private property and had to cross district property, Gerhard, as the Field Manager,...

Supv Kramer:

Okay, I think the Board has heard all this, several different iterations.

District Counsel

Okay so what do you want- what would you like me to talk about?

Supv Kramer:

I was looking for a written either a written policy or at least documents that could be put forward for people, we've talked about having a policy now for a couple of months. It's not something that just came up in the workshop, so this has been lagging. We've been asking for documents that we can provide that require them to put down a deposit or a bond so that we could be assured of getting the money to make the repairs instead of leaning on them to make the repairs And I did not see anything in our agenda package.

District Counsel

Right, so you guys at the Board, workshopped this last week, and as I indicated at the last meeting, as I talked to you about personally...

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Supv Kramer:

Okay, this...

District Counsel

I wanted to..

Supv Kramer:

This wasn't part of the workshop, this has been going on for a couple of months.

District Counsel

Right, but I talked to you about... I said let's workshop it and I'll make any changes at the workshop that need to be made, and so, what we did was, what I discovered at the workshop was I had never been clear on the process, and that you guys do have a policy. And a written agreement has always been required. But what you guys want is a modified agreement. And that has been drafted and sent to David as discussed.

Supv Kramer:

Okay. I'm a little concerned because we've been through this now for, this is the third meeting, I think, that we've been through this. And we've been asked, and I think you've been pretty clear that there's probably always been something, something that's signed, but that it doesn't give us any deposit or bond or any assurance to make sure that the damage they create is going to be fixed. As I just feel like, we're not getting the response we're not getting the documents we need, and definitely not in a timely manner prior to our meetings, so I'm just really concerned about this. This has been a priority for 3 or 4 meetings. We, we held one family up that needed a propane tank for a -

District Manager Montagna

Gas. Yeah. I did.

Supv Kramer:

...generator. Is that done? I mean, the gentleman's wife was thein a medical situation, she needed the generator in case the power went out. We can be holding our citizens up, but we can't be getting into a situation where people are damaging our right-of-ways and our swales and things like that, during construction. So again, I can't pull one out of the air, although I do have one drafted on my computer. But you need to know, I don't know about the rest of the Board, but I'm really not happy. We should have had one a long time ago, and I'm upset. I don't know if, I don't think we can do anything. We don't have anything in front of us, so at this point, this has to be tabled again.

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District Counsel

Madame Chair... that's, that's actually if I may, so what we talked about in the workshop was that I would prepare something, and I would get it to the engineer. That's been done. It's in writing, so that's been sent as requested. And the law is, as you and I have discussed numerous times prior to this meeting, the law is that you guys are covered. If any damage is done, that that is the law. People can't simply damage your easements

Supv Kramer:

We don't want to have to file a lawsuit against our residents

District Counsel

...But you and I talked about this a couple days ago... and I sent it to the engineer

Supv Kramer:

I know we did, and again, a couple of days ago, I said, "Why has this waited so long?"

District Counsel

I understand your frustration.

Supv Kramer:

I don't want to belabor this here. I'm just letting you know.

District Counsel

But you don't have to wait. What you can, you guys can do is approve what I sent to the engineer

Supv Kramer:

No.

District Counsel

I think it's fine, and then, you can, you can ratify that at the next meeting. This isn't rocket science. It simply says that the Harmony is the grantor, and if somebody wants to go across Harmony property, they have to pay \$1,000 deposit.

Supv Kramer:

I'll leave it to the will of the Board. Do you want to approve something sight unseen or-

District Counsel

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You don't have to wait. This is not a complicated legal document. You don't have to wait and see it. Most Boards don't review stuff like this in minutia and great detail. They say, "Legal council, engineer, go get it done." You guys don't need to workshop this. We workshopped it just last week.

Supv Kramer:

No, we didn't want to workshop this. We wanted to workshop our trees.

District Counsel

I talked to you about bringing this up on the workshop agenda.

Supv Kramer:

And I told you, if you didn't, if you couldn't figure out what we wanted and you wanted to hear from us in the workshop, that's fine, but you knew we wanted it months ago.

District Counsel

I didn't. I really didn't know you wanted this months ago.

Supv Kramer:

I think Supervisor Kassel expressed her concern too.

District Counsel

I did not, but I'm a professional. I will take full responsibility and it will be done. But my understanding again, I, I have never once, I've been representing this district for 15 years. I have never once been scolded like this. This is frankly coming as a surprise attack.

Supv Kramer:

I am sorry, but it's,

District Counsel

This is a complete surprise, but I will make it right. I'm a professional. I will make it right. I have it right now. I can forward the email to the Board as soon as I sit down, that I sent to the engineer and get everyone's feedback.

Supv Kramer:

I'm sorry. I just don't see us taking time in the middle of a meeting, but thank you. New business.

District Counsel



Harmony CDD

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But did the Board want to consider, Madame Chair-

Supv Kramer:

I'll-

District Counsel

... whether that they could approve this-

Supv Kramer:

I'll-

District Counsel

... and then, subject to your review-

District Counsel

... if you find it appropriate between meetings, then it can be executed, so what they can do is appoint you as a liaison to finalize this tomorrow, and then, it'll be done. And the Board can take action tonight, and nobody has to wait.

Supv Kramer:

I'll leave it to the pleasure of the Board.

Supv Kassel

I move, I so move that you that we assign you as liaison for review of this document, and that if you approve of it, then we can go forward with it.

Supv Berube

Seconded.

Supv Kramer:

Okay, I have a motion and a second. All in favor?

Supv Scarborough

Aye.

Supv Berube

Aye.

Supv Kassel

Aye.

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Supv Leet

Aye.

Supv Kramer:

All opposed? Motion passed.

On MOTION by Supv Kassel seconded by Supv Berube, with all in favor, approve the Chairwoman to be the liaison to work with Counsel and Engineer to get the Access Agreement finalized and executed.

District Counsel

And I apologize for my misunderstanding. I thought that you guys wanted to workshop that, and I certainly learned a lot at the workshop about the access process. And I always take pride in reaching out to Board members in between meetings to make sure that everything like this would be covered, and this comes as a complete surprise, but I'm a professional, and I take full responsibility. Thank you.

Supv Kramer:

All right, next item of new business. Insurance proposals. District Manager.

Supv Kassel:

We are going to have our District Counsel Report later in the meeting, aren't we?

Supv Kramer:

Yes

**FIFTH ORDER OF BUSINESS**

**New Business**

**A. Insurance Proposals**

District Manager Montagna:

So you have two proposals. I want to apologize to the Board first of all, this should've been done back in May or June. Typically that's when we get renewals so when I took the district in July, I was given these. I did reach out to Egis and get an additional proposal for you, which both are in there. I know a Board member called. There was a little bit of confusion with the proposals. I don't know if anyone else experienced it, but I did try and clear it up with the insurance companies.

Harmony CDD

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So you see in there PRIA offers you one and two, and I did clarify with them. You have been insuring not based on the total value of 2.X million. You've been insuring on 1.118 million. Is everybody with me so far? Okay?

Maybe, I was just going to say, the FIA insurance proposal does not give us an option to insure at the appraised value, only at stated value.

It does. That was what I cleared up, so the reason they didn't include that is because they didn't have a copy of the appraisal that was done whenever the District had it done. So if they were to provide an option two, like PRIA did, the premium would be \$27,271 for option two. And it's apples to apples coverage except for FIA is offering a two year rate lock with this renewal no matter which option you take. The other question, Ms. Kassel had was the sidewalk, or the safety grant, which is primarily your sidewalks. But there's other stuff included. I gave each Board member a copy of that information, of how we go about doing that because there was nothing in either proposal about that.

Supv Berube:

Go back to the \$27,000 number you just mentioned, please.

District Manager Montagna:

Yes

Supv Berube:

That would be versus the total package of premium from FIA of 18,246, you jumped to 27,000? Is that what you just said?

District Manager Montagna

Yes, if you go with doing the value with \$2.whatever versus the \$1 million.

Supv Kassel:

So in other words, there's a stated value, and I don't know where the stated value came from-

District Manager Montagna:

Yeah, I don't either

Supv Kassel:

... but that was, for FIA, they had it at 1.08 million and for what's the name?

District Manager Montagna:

PRIA.

Harmony CDD

September 30, 2021

Supv Kassel

PRIA, they had it at 1.18 million, but somehow there's an appraisal. I don't know when we got this appraisal, and that appraisal is at 2.7 million?

District Manager Montagna:

According to PRIA, yes.

Supv Kassel:

According to PRIA there's some appraisal that our assets are valued or appraised at 2.7 million, so do we go with the policy that only covers us for less than half that, or do we pony up more for that?

Now, the question I had about these safety grants on this spreadsheet that you provided, the summary sheet

it says there's a sidewalk safety grant Safety Partners eligible owners to be \$500, but the discount after the eligible safety grant is through PRIA is \$5,000 not \$500.

District Manager Montagna

Correct, it was a typo. And-

Supv Kassel

So it is it 500 or 5,000?

District Manager

5,000. FIA Safety Partners Matching Grant Program this program provides a 50% reimbursement for qualifying District expenses such as sidewalk grinding, boardwalk or dock repairs to prevent slip and fall injuries et cetera. The program is flexible, so if PGIT was providing grant funding for something in particular, FIA will do the same.

Supv Berube:

PRIA is selling PGIT. Is that correct? So that is the coverage we have now.-

District Manager Montagna

Yes.

District Manager Montagna:

They have always given you, this District two options of coverage. The one option of the I don't know what it says, TIV, and then, one at the assessed value, which is \$2.whatever million. You have always insured, not at the appraisal one. You've always done the \$1.118.

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Supv Berube:

The total insured value? And that was \$25,000 this past year if I remember right.

District Manager Montagna:

Correct, which is about the same this year, and EGIS or FIA, is offering the same coverage, a little bit of extended coverage, and lower deductibles for \$18 and change. So they're saving you, I think it was-

Supv Kassel:

12.3% with the Safety Grants-

District Manager Montagna:

Correct.

Supv Kramer:

The only difference, well, there's a considerable difference, a higher coverage and much lower deductibles

this ones called FIA which is the lower cost insurance but for the one area of Cyber, and I don't know, is that something... I wouldn't imagine that's something the District needs to be concerned with, since I presume Inframark has cyber coverage, and you would be the one they would hit, not us. We don't have any real District cyber exposure.

District Manager Montagna:

Most districts decline cyber coverage. Some take it as an extra thing if they're doing other things within the District.

Also FIA, because I brought up Ms Kassel's point of PRIA is at \$1,118,482, is what they're doing, so they'll match that. They'll bring it up from the one million eight to that number, and your premium would be \$18,456.

Supv Kassel:

So, clearly FIA has better coverages and better premium. The question that I want to ask is, do we want to stay with the stated coverage, or do we want to cover ourselves for the appraised value?

District Manager Montagna:

Correct.

Supv Berube:

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Well, the total value only matters if you have a total wipe out, and the odds of having a total wipe out of everything is minuscule.

District Manager Montagna

Which is why I think you always went with the, the \$1.1.

Supv Berube:

That one point, that's what the agents have always recommended because a total wipe out is almost never. The other thing that I like is that FIA has earth movement coverage at full property value.

Supv Kramer:

Yes.

Supv Berube

Earth movement is a significant risk here in Florida, as we've learned sometimes.

Supv Kassel:

I don't think that one incident that we had would qualify.

Supv Berube:

No, I understand that, but it's a beginning, right? Who knows. We, we don't see much earth shifting here within Harmony, but who knows. I like the FIA proposal better. It saves some money and if we're getting the same \$5,000 sidewalk remediation coverage I think we take it.

Supv Kassel:

I move to approve FIA for stated value

Supv Berube:

I'll second.

Supv Kramer:

I have a motion and a second. Any further discussion? All right, I call the question?  
All in favor?

Supv Berube

Aye.

Supv Kassel

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Aye.

Supv Leet

Aye.

Supv Scarborough

Aye.

Supv Kramer:

Aye. All opposed? Hearing none, motion passed.

On MOTION by Supv Kassel seconded by Supv Berube, with all in favor, the insurance proposal from FIA, with stated value was approved.

District Manager Montagna:

Okay, I'll let them know.

Supv Kramer:

There is one other thing that I wanted to check on.

District Manager Montagna

Mm-hmm (affirmative).

Supv Kramer:

You had contacted them about our elected officials.

District Manager Montagna

Yes. Wwhat's your question? Sorry.

Supv Kramer:

Angel was not aware that we have a current lawsuit and, it's not against the CDD, but it's being funded by the CDD and she indicated she was very shocked that it was not turned over to the insurance company. So she reached out and checked with the insurance company, and they said that... I expected them to say, "No, we wouldn't even consider it," at this point since things have been filed and it's been moving along. But they said, "Go ahead and submit the case."

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District Manager Montagna

So I reach out just to ask if there was a public officials liability, the Board decided to go a different route, at any point could they go back and say, "Hey, can you take care of this?" The answer was yes, you can, but there's a caveat to that. You can submit it, but until it goes through the process, she couldn't tell me if they would accept it or not accept it. But you can definitely send it to them, and then, they would determine from there. That's all.

Supv Kramer:

Okay, so I just wanted to check with the the Board, if they're interested in checking with them to see if they would go ahead and cover it and, take care of the remaining costs. I'm hoping we're at the end of it, but again, you never know when it could flare up again. It has currently cost the District approximately \$40,000 in legal fees.

District Manager Montagna:

Also I did check too with switching insurance companies. Any claims that may be out there floating around or anything would still be covered under your initial policy that they started with-

Supv Kramer:

So that wouldn't affect that

District Manager Montagna:

And it doesn't affect anything.

Supv Kramer:

Okay.

District Manager Montagna:

switching... because whatever started with your current insurance company, would finish with that current company.

Supv Kassel:

So we did not, so we have a suit that's ongoing that was initiated during the time where we've been with PRIA, right?

District Manager Montagna:

Yes

Supv Kassel:



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We told them about this suit, but we did not file a claim. Now, we're looking, we've just approved FIA.

District Manager Montagna:

Yes

Supv Kassel:

So FIA said that even though there's an existing suit that we did not file a claim with, with our previous insurer, we could file a claim with them? Is that what you're saying?

District Manager Montagna:

You could send it to them, but there's no guarantee that they would pick it up. Same with your current insurance company, PRIA. Same thing. If you were to take whatever you had and send it to them, there's no guarantee they would pick it up either, so it'd be the same process. And my biggest question was asking if you switch companies, anything outstanding, a sidewalk claim, anything, will those carry over or stay, and they would stay with your current insurance company that they were started with.

Supv Kramer:

Right, which we do have a current sidewalk suit.

District Manager Montagna:

Right.

Supv Kramer:

And the insurance company did assign an attorney, and that's the other thing I'd ask her to ask them just to be double sure. It works like any kind of malpractice insurance. The insurance company you have when the actual thing happened is the one that continues whether you change insurance companies or not.

Supv Kassel:

Well, it sounds like it's the insurance company you have when you file the claim not when it happened,

Supv Kramer: No, I think it's when it happened.

Supv Berube:

Yes, when it happened. It's like a car accident,

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Supv Kassel:

That's what I was asking her, and she said no.

Supv Kramer:

This would not be with FIA. This would be with our current, today's insurance.

Supv Kassel:

PRIA.

Supv Kramer:

Yeah.

Supv Kassel:

Yeah, but-

After this point, we're no longer insured by PRIA. Their policy, ended today.

Supv Kramer:

It doesn't matter-

Supv Kassel:

It doesn't matter?

District Manager Montagna:

It doesn't matter. It was started while you were insured with them-

Supv Kramer:

Right,

Supv Kassel

I see.

District Manager Montagna:

And that was the clarification I wanted from FIA is anything outstanding, no matter what it is, is it going to interfere being that PRIA, it started with them. And they said, "No, your current insurance company will see those things through-"

Supv Kassel:

I see.

District Manager Montagna:

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... and then, anything from October 1 on, would be under FIA.

Supv Kassel:

So to clarify, Madame Chairwoman. Are you asking if the Board wants to file a claim with PRIA?

Supv Kramer:

That's right. That's what I'd like to find out because again, there's no way of predicting what the cost going forward will be. It might be as easy as a motion to dismiss and, it might quick for some sort of settlement. But it might be a long, drawn out, go to court, and then, you never know. It could be tens of thousands of more dollars depending on the outcome of the case in court and I, my feeling is I'd rather go ahead and submit it and see what they say because I can't believe we didn't submit it. It was not submitted originally.

Supv Kassel:

You're not the only one.

Supv Kramer:

There's no reason to be paying for this insurance if we're not going to use it.

Supv Kassel:

I agree.

Supv Kramer:

So I would encourage that we go forward and submit a claim and see what the adjusters say.

Supv Kassel

With all due respect to our attorney who we've been paying to deal with this particular claim, I move that we submit a claim to insurance.

Supv Kramer:

Okay, I hear a motion to submit the claim. Do I hear a second?

Supv Kassel:

Don't we have discussion first?

Supv Kramer:

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No, we have a second. If we have a motion on the floor, we have to have a second before discussion. Do I hear a second?

Supv Leet:

Uh, I'll second pending further discussion.

Supv Kramer:

Okay.

Supv Scarborough:

So provided the insurance company, I guess a couple questions. They wouldn't decide until, on this litigation until, what? The end?

District Manager Montagna:

No the way she explained because I don't, I didn't have any previous history on any of this so when I called and asked about a public officials liability claim. You guys decided to go a different route. You didn't submit it as a claim. Can it be submitted even after, which I was expecting no, after the Board decided to go a different direction? And the answer was, "No, you can still file it, but I can't tell you if they're going to accept it until it gets to the claims adjuster," so, or whoever the process is. It wouldn't be at the end. It would be, you submit it, they review it, and then, say, "Yeah, we're going to take this," or "You know what? No, we're not."

And she couldn't give me that information upfront.

Supv Scarborough:

If seems like the decision would get quite a bit easier for them to make if we are not a current customer. I don't know if that comes into play, but it could. It probably does, right?

District Manager Montagna

It could.

Supv Kramer:

I don't know.

Supv Scarborough:

It shouldn't, but-

Supv Kramer:

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It should not affect-

Supv Scarborough:

And then, secondly, who would be the beneficiary of it? Does that money go back to the CDD, come back to us if they were to take the claim?

District Manager Montagna:

There would be no money coming back. They would just defend the claim if it was to go to litigation.

Supv Scarborough:

But we've already had outgoing cost-

Supv Kramer:

Right.

Supv Scarborough:

... that would not be reimbursed.

District Manager Montagna:

No.

Supv Kramer:

No.

Supv Kassel:

No.

District Manager Montagna:

Any future costs.

Supv Scarborough:

... future.

District Counsel:

So Madame Chair if I may -

Supv Kramer:

Certainly.

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District Counsel

I think, as I had said it, we're talking about the, the lawsuit that was filed against-

Supv Kramer:

Harmony Retail versus Supv Berube as an individual.

District Counsel

Yeah, okay, that's what I thought.

District Counsel

Yeah, and so like we advised back then, we said what would it hurt to see if insurance would cover it?

And so that seems like a good idea that, that... Nothing has happened in that for a very long time-

Supv Kramer:

Yeah, it's quiet now.

District Counsel

... which brings, which brings some interesting, but, but as far as w- if insurance would cover, just like we advised before, I don't see it, it could hurt-

... and see what would happen.

Supv Kramer:

All right, any further discussion? Carrying then, I'll call the question, all in favor

Supv Kassel

Aye.

Supv Leet

Aye.

Supv Scarborough

Aye.

Supv Kramer:

Aye. Any opposed?

Supv Berube

Nay.

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Supv Kramer:

So four in favor, one opposed, motion passes. Next item on new business is pool repairs.

|  |
|--|
| On MOTION by Supv Kassel seconded by Supv Leet, with four in favor and one opposed, Supv Berube, the case, Harmony Retail, LLC versus Steve Berube, an individual, will be submitted to PRIA |
|--|

## B. Pool Repair Proposals

District Manager Montagna:

So originally Gerhard was working getting these repairs. There were some companies that kind of were slow with responding. Some didn't even respond. I actually asked Julie to help get those because she had extra time and more time, obviously than Gerhard did, and so we were able to get those. Only one made it in to the agenda because the rest actually came today, and two days ago. So my recommendation to the Board, this isn't an emergency at this point. I would say if you can defer this until the, your next meeting, and we can get all the... I printed them out for you guys, but I mean it's not fair to ask you to review those today and try and make a decision, so I would ask if you defer this to your next agenda, so all of the information you have in front of you can be placed into the agenda for your residents to see as well.

Supv Kramer:

All right.

Supv Kassel:

Sounds good to me.

Supv Kramer:

So any opposition to that suggestion?

Supv Kramer:

Okay, so we will move the pool quotes to the October agenda. That'll still give us enough time to get it sent out and awarded and the work done on the pool in the cool weather. Okay, the next item on the agenda is new business is Communication with Residents. District Manager, up again.

District Manager Montagna:

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Oh, sorry. So the question was brought up how can we better communicate with the residents between the CDD and the residents, and Tim may want to opine on this, but typically, for CDDs, we don't keep resident information because of public records and all of these things. So really the forum for CDDs to communicate is the website minutes, audio, those types of things. So I don't know how you guys want. I know there's a couple of options out there, some Districts partner with HOAs and will give them content to send out an email blast if that's something you want to do. Typically HOAs house that information.

Supv Kramer:

Oh, you'd mentioned something about an email address for residents to send in-

District Manager Montagna

Yes.

Supv Kramer:

... the biggest concern right now is that people get on Facebook, they post concerns- and expect to us to know about, and they may slip by us. We may be doing a hundred other things in the interim so if we could instead let as many people know that there is an email address for them, to please, , you're welcome to post it on Facebook, but don't just do that. Please send it to this email address.

District Manager Montagna:

It's, the email address, we'll put it on the website as well. It's [cddmaintenance@inframark.com](mailto:cddmaintenance@inframark.com). And we will put that on the website as well, and if you just email that, state what your concern is, what your issue is, and that way we can send it to the right person, and we also track them and make sure that they're getting a status update and a response And you get a response back, obviously, too when you email. It's not just a canned automatic thing. There's actually someone on the other end manning that email address.

So any issues, concerns, questions, you can send it to that email address. Six people within Inframark get that email the minute that it's sent. We're going to add Gerhard to that as well, and then, you see it coming in. And then, you get a response, and then, we'll give a status update to that as well. As far as the Board's concerned, when you get your monthly update, there will be a section in there now that will say, questions or concerns that came in through the email address. And it'll have everything that was responded to in there. So you know what came in and what was addressed.

Supv Leet

A weekly update, right?



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Supv Kassel:

And again, the email-

District Manager Montagna

We can do the weekly update if you prefer. That's fine, if you want it in the weekly versus the monthly. That's fine.

Supv Kassel:

So the email address is CDDmaintenance @inframark.com.

District Manager Montagna:

Yes, ma'am.

Supv Kassel:

Not Harmony CDD-

District manager Montagna

No.

Supv Kassel:

... but just CDD Maintenance.

District Manager Montagna:

Yep.

Supv Leet:

Will the users need to mention that it's for Harmony, or-

District Manager Montagna:

Yes, and if they don't, we typically, because we have other that will go, "I'm sorry, what community is this?" And then, they'll let us know what community, or if they put a street address that they have a concern with or something, we typically will look it up and see where that's at.

Supv Kassel:

All right.

District Manager Montagna:

And it works really well. We have tracking in there, and all of that good stuff, so...

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Supv Leet:

Okay, I'm going to be, I need to take a pass over the website over the next few days with the fiscal year rolling over, you know-... meeting times and all that posted, so I'll make sure that gets on there prominently.

District Manager Montagna:

Perfect. Any questions about that? How it works, anything like that? And you want it in your weekly update kind of a list? Okay.

Supv Kramer:

So the Board is comfortable with that communication and that way I... it's been very uncomfortable trying to communicate out. We do need to find a way to communicate out things like when the trees are trimmed on what street and things like that. As you know, because of the Sunshine Laws, it's not good for any of us to be on Facebook. That could trigger a violation especially if we can't see other people's postings, it's, it's difficult, to avoid having two supervisors on one post.

So we do need to find, and if you all will think about other ways where we can get general information about things that are going on in the CDD, that the CDD's doing like the tree trimming and the things that residents need to know. And that way, our District Manager, or it's staff, can put that out instead of us possibly getting into that legal quagmire. So think about how we might be able to put stuff out. Social media, Facebook is not the best way to go about that and, Angel, if you find a way or a suggestion other than the email blast because again, our, our HROA doesn't have all the emails.

District Manager Montagna:

Right, it's whoever opts in, so typically you don't hit the whole neighborhood. Is there a news page on your website?

Supv Leet:

There is a bulletin board on the website. It's on me. It has not been updated regularly since I took it over briefly and then, primarily, HROA events and things like that. I don't know if there is a way to setup so if there was anything that Inframark would want to add to that, and maybe help offset some of the -

District Manager Montagna:

What we typically do is when we have projects like street trees or something like that, we would post a schedule that is given to us by the vendor, and we would post it up there. Now, granted, it's still not going to solve your problem of not all residents utilizing the website, so that's the main way that we would do it.

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is just put a schedule up there. "Hey, everyone on this street, you're scheduled for this day. This street's, this day," and so forth, whatever the schedule may be for whatever project's going on. Let me think if there's some other ways that we could possibly get it out. I know Inframark does a town square type thing. But again, it's only as good as the people that opt in, so if you-

Supv Kramer:

Yeah, I don't know, I was thinking of like a message board, The rolling, flashing message boards are not Harmony so some way to communicate-

District Manager Montagna:

Yeah, some communities have the bulletin boards that they put in communities, and it gets swapped out information on there. I don't know if that's an option.

Supv Kramer:

We do have several bulletin boards. I don't think they've seen new information for years.

Supv Leet:

They actually have the old developer's website on there that is no longer being update like you were saying.

Supv Kramer:

Yeah, so our bulletin boards need some attention.

District Manager Montagna:

Okay.

Supv Kramer:

And we could definitely post our new email address to report any concerns to.

District Manager Montagna:

All right, so we'll look into all that. I'll have something maybe a little more concrete at the next meeting.

Supv Kramer:

Okay, thank you. All right, the next order of business is our subcontractor's report Servello?

Supv Kassel:

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May I make a request in future meetings that Servello can report before we go into old business?

Supv Kramer:

Sure.

Supv Berube:

Yeah, early on.

Supv Kramer:

We can move them up. Is there anybody opposed to doing that?

Supv Berube

No, pull 'em up, get 'em out of here.

## **SIXTH ORDER OF BUSINESS**

### **A. Servello Report**

Pete Betancourt, Servello Landscaping:

Harmony is looking a lot better. We have been working Fridays straight. July and August audits are completed. Th only one left is this last one for September. There are about ten to fifteen items to contend with.

Supv Kramer:

Okay. So you're working hard on those problems.

Mr. Betancourt:

Yep. We'll be working on those this Friday, at least some of them.

Supv Kramer:

Okay. Good. What I've learned, the weeds in the fence, the flower beds, they're growing higher than our ornamental grass. So if you guys can do that down near the pond and more in the front.

Mr. Betancourt:

Where?

Supv Kramer:

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Around the pond, that's what they call Long Pond, near the lake, between the lake and Schoolhouse. I know you guys are struggling and I keep getting emails complaining. Okay. Any other questions concerning just our regular grounds maintenance?

District Manager Montagna:

I do.

Supv Kramer:

Yes?

District Manager Montagna:

Scottie, you and I had a conversation I know there's been a couple of Board members reached out while I was driving here about a couple of things, and you and I already discussed it, labor versus component charges if you could explain that to the Board.

Mr. Feliciano:

For irrigation?

District Manager Montagna:

Correct.

Supv Kramer:

Oh, okay, so we're shifting gears.

Mr. Feliciano Okay, with the irrigation labor, it's built into the parts, as discussed and stated months back by Corey, at the time. Now there is separate labor and diagnostics, meaning that if we have to spend hours for tracking valves that cannot be found, cut lines, any wire tracking or anything that can not be found, then there is an additional cost related. It doesn't go into your regular monthly irrigation inspection.

Your monthly irrigation inspections cover the inspections of the entire system, nozzles getting cleaned out, rotors being adjusted, making sure you've got good coverage, and stuff like that. Then you also have your contract with the pre approval as well, with the pre approval. Now, typically with diagnostics, wire tracking, and stuff like that it's a guessing game, to be honest, that's why typically you will see diagnostics they provide hours of basically NTE.

It may take up five hours to find it, or it could take one hour to find it. If it's one hour that we find it, that's what your charged for, is that one hour time. And anything that has an NTE attached to it, and I'll use main lines as an example. If we give the NTE say \$1,500, it may take us \$800 to repair that main line, but anything over that, then

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Servello pretty much eats that cost. That's our mistake for not catching it, you have one right now that, that I had to come out today to look at on Cat Brier. But, that's going to take more of a love, maybe Gerhard and Kirk Allen, who's running our irrigation and he's been doing it for over thirty years, but you have your Maxicom wires wrapped around a tree root and it's located where the main line is broken, it's located where you sleeve to go under the road. So, right now we have to figure that out, and how we're going to do that so we can save the trees. That root had to be cut because the wires were tangled up in it. It's a big repair.

Supv Kramer:

I did notice on the newer bills that had been showing up on Avid, that you have a description at the top, mainly if it is a main line break. And we can't expect you to add in cost into the pipes of the labor that would be going to the main line breaks. So, I understand that that has to be separate but then if you're just going into to change out a rotor that has been run over by a golf cart or something like that, then we wouldn't see any labor in that.

Mr. Feliciano:

You would not see any labor in that unless, and they normally spell this out on the proposal, unless say that router is entangled in trees, and you have to move it back and re-adjust it. So far we haven't been, I don't think we've been doing any of that.

Supv Berube

I think the simple addition to any bill that has components and labor on it, it just explains why there's extra labor being charged. That's what we're asking.

Supv Kramer:

Yeah, and I think they have added that, in that they are adding the main line breaks

Supv Kramer:

You can understand that with the main line break, the parts are going to be rather inexpensive, but the actual labor is going to be huge, because-

Mr. Feliciano:

Yeah, because that's more labor intensified. And, then again right now the main lines located on this property are very, we're running into major issues along with Cat Brier, now there's one in Harmony Square, and what's happening is, with the system, and all of the system is, as soon as you get one main line repaired, you're adding pressure to other ends of the main line, the only way how we know is those areas of the mainline, so it's going from one break to the next break, and so forth. I think the one on Cat Brier looks like it was already repaired before, so this is back. Unfortunately-

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Supv Berube:

It passes along Cat Brier. We just can't get it out of the root wood. You cut it up ahead, cut it off after, do a uie around it, and put it all back together.

Mr. Feliciano:

Well, and that's why we look at it, I'm thinking about that's what we're probably going to do is just trench and, I think we need to just trench around it, and cut what roots we can and just bring it out and trench around it. Now, in that case, you may see this, you know, the unfortunately, the technician can take all that into account and he submitted the NTE, which got approved. Now, in the future, you may say, hey why is this more expensive when you it before, thats because we had to adjust the NTE

Supv Kramer:

You've learned your lesson. Okay. All right, while we're on irrigation, real quickly this is the end of your six month trial period that we had set up, and I had we on the agenda package the irrigation evaluation. I think all of the have a copy. As we went through, what we've got, and I did reach out to Servello and I got the numbers off of Avid. There are a couple of bills that Servellois submitting as we speak. So, their cost needs to bump up about \$2,000 . So instead of \$21,667 for sixth months it'll be \$23,667.

Supv Kassel:

We're still saving \$35,000 over doing it in house according to this irrigation evaluation.

Supv Kramer:

Yes.

Supv Kassel:

Over the last sixth months.

Supv Kramer:

That's correct.

Supv Berube:

Except for the last three months you're having the wrong information because of the rain everyday, so there's been no water use.

Supv Kramer:

Well, actually I went back and double checked, looking at several bits of rainfall data Our current water bill, which is a very impressivestill, is \$4,001 for this month. This

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time last year, it was over \$19,000, and when I say this month, that bill's month that was a month where we had three much dryer weeks for which maxicon was watering. Now, again in the bill coming up there, there's next time it should be as low as, if not lower, because it's going to rain almost everyday.

So, as we go through, we're still seeing phenomenal savings on water, but again, we will continue watching it, I think it's important to watch it, but at this point I think the numbers kind of lay it out, and I will

entertain a motion to renew the irrigation contract and have it ride as an addendum to their existing contract.

Supv Kassel:

So moved.

Supv Leet:

I will second

Supv Kramer:

I have a second any further discussion? Hearing none, I'll call the question.

Supvs Kassel, Leet, Scarborough, Kramer:

Aye

Supv Berube

Nay.

Supv Kramer:

Okay, motion passes four to one. All right, so you (Servello) will continue to do our irrigation for a year.

On MOTION by Supv Kassel seconded by Supv Leet, with four in favor, one opposed, Supv Berube, the renewal of the irrigation addendum to Servello's contract was approved.

District Counsel:

Madam chair just real quick.

Supv Kramer:

Yes?



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District Counsel:

We had already provided a draft extension to Scottie you had said to bring one in the back pocket. And, so they've taken a look at it, we just need to make two or three tweaks real quick.

Mr. Feliciano:

Yes.

District Counsel:

And we'll get that done tomorrow.

Supv Kramer:

Okay great.

District Counsel:

Thank you.

Supv Kramer:

Thank you.

Supv Berube:

I have some comments concerning four or five months ago, I said let's keep it going because the overall situation is adequate, and the price as well. Now I'm sorry I did it. The property looks terrible.

Supv Kramer:

Right, we know, we've all been concerned about it-

Supv Kramer:

Sorry, we are short on time.

Supv Berube:

Well that's not my problem.

Supv Kramer:

Yes, it is. You signed the contract for limited time meeting space.

Supv Berube:

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Now, I'm sorry that I said that we could keep you here, bluntly, but the place, despite what Pete says, there are improvements, but there's still a lot of areas that are terrible. Grass is so old that when you cut it, you leave hay bales. [inaudible 01:13:48]

Supv Kramer:

I need to call a point of order.

Supv Berube:

And there's a brown area there, with weeds screwed up it really hasn't improved, they are constantly short of people, the residents are up in arms

Supv Kramer:

Let's take this up-

Supv Berube:

And I am aggravated, and it's been nothing but excuses from you folks, nobody wants to say this, but I'm saying this.

Supv Kramer:

I think we have been saying it and ...

Supv Berube:

I'm agitated.

Supv Kramer:

There's nothing at this point but to move forward to get our RFP in order. If you have one in your back pocket then we can do something.

District Counsel:

Madam chair, madam chair. I'm sorry, this is important, there, there's been no discussion by this Board about moving forward on an RFP at an officially noticed meeting.

District Manager Montagna:

That's right.

District Counsel:

I'm just clarifying the record for you, I'm not arguing.

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Supv Kramer:

Let me clarify this.

District Counsel:

I'm not arguing. I'm just-

Supv Kramer:

You're right. We are not, we are moving forward with preparing the documents that we will need at the end of the one year period to go out for an RFP when we have to. We also have the ability to pull a ripcord and tell them goodbye with 60 days notice, in which case we need those documents prepared. I'm not saying we have published, and it is obvious to anybody in the public, we do not have an RFP out there on the streets. Okay. So, let's put that to bed. Let's go on, the Dahoon Holly proposal, I had a question on this I wasn't sure why this has even been proposed., Two months ago in July, we approved several things that were suggested by Tom MacCubbin they haven't been done yet. Mr. Berube, Supervisor Berube has continually talked about the bald areas along Cat Brier that are an eyesore and a problem that the home-owners association has cited, but none of that has been addressed. Why are we here today with this proposal?

Mr. Feliciano:

Well, Madam Chairwoman, that's my mistake there. I don't leave those types of proposals in Pete's hands, I typically get involved with that and so I apologize for that. We will have that proposal (for Cat Brier) to you for the next meeting.

Supv Kramer:

And we've got a proposal for Dahoon Holly, to replace the jasmine with St. Augustine. It doesn't look horrible, like Cat Brier and some of the others should take priority. I'm not sure why this is before us.

Supv Kassel:

So, I propose that we table this proposal for now, while we evaluate it but honestly I'm not in favor of new sod, really, almost anywhere, and I'd like to see new jasmine or just cut out some of the old jasmine and put some new jasmine in.

Supv Scarborough:

I vote for both that too,

Mr. Feliciano :

[inaudible 01:17:01]

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Supv Kassel:

Okay, well I move we table.

Supv Kramer:

Okay. It's tabled. The last, there are two other things, Tom MacCubbin has contacted us and is asking if we wanted to do another round of evaluation. We could consider it, but at this point, from the list he gave us last time, we haven't even scratched the surface of, so I don't know if that would be beneficial or not.

Supv Berube:

Evaluations, the trees or overall?

Supv Kramer:

Overall.

Supv Berube:

Well, so the overall, you're correct, we haven't scratched the surface of the previous report. So, I don't see any reason to move with another one, and I think that the trees, maybe should bring a second opinion from the gentlemen that we spoke to-

Supv Kassel:

The arborist.

District Manager Montagna

Yes, and I have him actually coming out next week.

Supv Kramer:

Wonderful.

District Manager Montagna:

To evaluate the one tree.

Supv Berube:

Well, yeah that situation's ongoing with Servello as well, which I guess, maybe, we're going to get to address.

Supv Kramer:

So at this point I'm hearing from the Board to let Mr. MacCubbin know that we won't be needing his services right now.

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Supv Kassel:

Not immediately.

We haven't been able to act on what he has provided us already.

Supv Kramer:

Once we get some headway on this, we can consider it again. The certified arborist that the District Manager just mentioned is coming to evaluate one tree.

District Manager Montagna

He's coming to evaluate the, the one tree that we're working on, on Cat Brier. Yes. Correct.

Supv Kassel

Is there a price for that?

Supv Kramer:

It's \$200.

And if the tree has to come down, the \$200 will be deducted from the cost of the tree removal.

Supv Berube:

Truly, perhaps expand on that and, because we had several other trees that Mr. MacCubbin said-

District Manager Montagna:

And that's my question, do you just want him to do that one or would you like me to add other trees to it?

Supv Kassel:

Do we know what the cost would be?

Supv Kramer:

I don't know what it would cost to do the others. I have no trouble with letting him do just one tree and then I think we need to ask him to provide a proposal to us.

District Manager Montagna:

Okay. We can do that.

Supv Kramer:

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And give us, you know, some costs and how we could go about handling our tree issue here.

Supv Berube:

And that gets us into Mr. MacCubbins report, which recommended taking down a number of, 8 or 10 trees.

Supv Kramer:

There are several trees that need to come down, I have no doubt, and one, a couple of them have borers in them that are going to go onto other trees if we don't do it.

Supv Kassel:

Right.

District Manager Montagna:

So, I'm going to have him come and do this one tree, and then ask him for a proposal to evaluate all the trees in the community.

Supv Berube:

Well no, Mr. MacCubbin called out some trees specifically that should come down immediately, I'm suggesting we have him give a second opinion on those, and does he agree, and what should we do with those. That's what I'm suggesting.

District Manager Montagna:

So based on MacCubbin's report.

Supv Kramer:

Okay, I was looking for something a little different. I was looking for him to provide us with a recommendation on how should we go forward evaluating the trees. He had mentioned something about splitting the community up into segments and that if we need extensive work in each segment, one segment a year on a five year rotation.

Supv Leet:

So let's say we propose more than one tree, since he is coming out here, a Not To Exceed and then, for the future do the proposal to evaluate the entire community.

Supv Kramer:

That sounds good.

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Supv Kassel:

What's our Not To Exceed?

Supv Berube:

We've got to do the problematic trees before they get worse.

Supv Kassel:

\$1000?

District Manager Montagna:

Not To Exceed \$1000 and I'll go off of MacCubbin's report.

Supv Leet:

For however many trees he can do.

Supv Kassel:

There are some on Cupseed and some in Town Square and some in the circle at the Lakefront.

Mr. Feliciano:

And just to be clear, we proposed taking down those that he suggested and you guys turned it down.

Supv. Kramer:

No, we told you to go ahead and cut down the one that is dead in the Lakefront circle and hold off on cutting the ones that are still alive. We told you to cut and replace the ones on Cupseed. And, you were going to go ahead and throw in the work on the tree in Town Square. I'll have to look back on it, but I thought the only ones we took out were the three live ones in the circle.

Supv Berube:

It is easier to have confusion when you have information coming from multiple people so that's why I'm trying to settle on Mr. MacCubbin's report while Mr. Pippin here. Let's get an opinion from him as to what to focus on.

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Supv Leet:

I'll move that we allow a Not To Exceed of \$1000 for Mr. Pippin to evaluate.

Supv Kassel:

For those eight trees.

District Manager Montagna:

Got it.

Supv Kassel:

Nine tree actually. It was the one that had gotten cut originally and then the eight trees that are struggling.

Supv Kramer:

Okay, I have a motion, do I hear a second?

Supv Kassel:

Second

Supv Kramer:

All those in favor, no one opposed.

District Manager Montagna:

Oh, he left?

(Note that Supv Scarborough left the meeting sometime before this vote)

VOTE BOX HERE

Supv Kramer:

Next order of business is the inside tree trimming. At this point and time it is at a halt. We are waiting for a corrective action plan and we have a lot of lion's tailing and I don't know if you want to say figure out what the work-to-date is valued at and pay you guys out and let the certified arborist take over from there on those trees.



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Mr. Feliciano:

We can finish the job. We've done the job here three years ago with no hiccups.

Supv Kramer:

There are a lot of hiccups now.

Mr. Feliciano:

Unfortunately, there are some hiccups. I wouldn't totally agree that there are a lot of hiccups. Certain branches were left with a knob on it due to, you can have the arborist to look at it, because the trees are already sickly. Problems on the trunk of the tree.

Supv Kramer:

What I would like to do, is now that you are back from vacation, I can sit down with you and Brett and we can figure it out. Does the Board have any input on this as to whether we continue on or -

Supv Kassel:

I think it just needs to be evaluated and I mean, he's back from vacation, it's going to happen in the next week or so, I think it's just fine to wait another week and a half or two.

Supv Kramer:

Our trees aren't going to die because they are not trimmed.

Supv Berube:

Whenever you have people doing work whether irrigation, fixing vehicles, building House, trimming trees, everybody's going to have a different opinion and say the other guy's wrong. We've got to get the experts involved, so let the Chair get together with you and Brett and maybe Mr. Pippin or whatever and once everyone talks about it, I'll be happy.

District Manager Montagna:

Who's evaluating this project, before we move on?

Supv Kramer:

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I don't think anybody's evaluating, I think we are going to sit down and discuss whether it can move forward.

Supv Kassel:

But the Chairwoman, Brett and Scottie.

District Manager Montagna:

Okay, just wanted to be clear.

Supv Berube:

There are several issues there. One, the way the trees are being trimmed, management of safety equipment, PPE, and all that, so there are a couple of issues.

Supv Berube:

There are several issues there. One is the way the trees are being trimmed. The style and all that and the management of the traffic and safety equipment, PPE, all that. So we could settle a couple of issues that I have.

Supv Kassel:

Notification of residents.

Supv Kramer:

All right,

Mr. Feliciano:

One thing I have on notification of residents is it's not going well at all on trimming of trees even though last time they were given plenty of notice and the residents refused to remove their cars.

Supv Kramer:

Okay. Has it gone much better this time? I don't know what was reported, but I've been monitoring....

Mr. Feliciano:

They have been knocking on doors too. Well one of the things I wanted to suggest, in one of our larger communities in Lee County they have signs up any time we trim their trees we put up the week prior on their street saying tree trimming and...

Supv Kramer:

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And that's what we've been doing and the residents have loved it and I've been posting daily so they will know when they are coming. While you were away, I don't think that was a critical issue

Mr. Feliciano:

It doesn't appear that way, but what I'm telling you is this year we knocked on more doors asking residents to move their cars than we did last time. So maybe if when you were on the street and see no cars that's because our guys are knocking on doors, and if they don't, tagging the trees, having to leave knowing that the trees are untrimmed and then we have to go back to that tree a couple days later.

Supv Kramer:

Okay. Well we're doing the best we can and we'll see what we can do going forward. Thank you so much.

Mr. Feliciano:

No problem. Thank you.

Supv Kramer:

Any other comments.

Supv Berube:

No I've busted you enough. See you next month. Take care.

Supv Kramer:

District Engineer up next.

Supv Berube:

Well let's talk about this guy.

Supv Kramer:

Well if it's already written down in your report,

District Engineer:

I'm hitting 3 high points then I'm done.

Supv Kassel:

And I have a question.

District Engineer:

Okay foot bridge repairs: we met with the contractor on site. He did not install the erosion control properly, he agreed he made a mistake. He got a new crew and that work has been done. He's going to have a vac truck out there tomorrow to move all the rock he

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put in place and put the filter fabric in and put the rock back properly and install at the proper thickness than what was put in originally.

Supv Berube:

Question for you sir. Have you looked at the outcome of that flowable fill and the lack of sealant and such?

District Engineer:

I will be out in the area tomorrow morning and I was going to stop by and check their work.

Supv Berube:

Okay.

District Engineer:

The next item is the Garden Road. We have finished what we consider an exceptional plan and the cost estimate. We are trying to schedule a meeting with the Water Management District to see how they will treat the different kinds of surface treatments whether a pond will be required or not and then we'll engage the county and FGT to see if they disagree with each other on what we put on to stabilize the roadway. The number ranges between \$150-350,000. Just to let you know.

Supv Berube:

To surface the Garden Road.

District Engineer:

To create what the county would like to see which is paved road, versus a stabilized road that FGT would like to see but to get it stabilized the South Florida Water District may say I need a pond for what you are doing.

Supv Berube:

So the county wants pavement which we cannot do.

District Engineer:

FGT does not want pavement.

Supv Berube:

The county wants pavement, but FGT says no. So we need some type of stabilized surface.

Supv Kramer:

At least on that portion where the pipeline is and again if we pave it we definitely require ponds which means we have to cut our parking area in half.

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District Engineer:

Or if we can do a semi-impervious surface they just may say that's ok because you are allowing some water to perc into the ground

Supv Kramer:

So your balancing three different entities requirements.

District Engineer:

Something came up last week you guys had some good storms and I got a couple of phone calls from two homeowner within the Estates. I went out there two days later, well after it had stopped raining and there were 3 streets still under water. Water was not moving. I talked to one of the neighbors who was very informative and in all the yards back there the water is not moving. I told him I would look into it and report back to him next month as I wasn't sure it was a design issue or a maintenance issue at this point.

Supv Berube:

I sent you an email regarding that did you get it?

District Engineer:

Yes I did.

Supv Berube:

Are there storm drains back there? I had a conversation with Mr. Boyd 3-4 years ago for the same problem. Water standing in those areas. He told me he thought it was surface grates and I thought I had seen some in the past, but nobody has ever found them.

District Engineer:

I told the people that I met with that I was going to go out there with a set of plans that got permitted and they did show a bunch of yard drains I just don't know if they are in there and if they are after all these years are just covered up with debris or whatever.

Supv Berube:

That's the issue. If we can find where they are at we can potentially have field services go out and find them and maybe that would solve some of this problem. I don't know.

District Engineer:

Lastly I want to apologize to the board as well. Tim did reach out to me on several occasions about the letter and I don't want him to take all the abuse because it was equally my fault and I apologize to all the Board of Supervisors. As quick as I can possibly be. Tim you're next.

District Counsel:

That's going to be tough to beat. Thank you David I appreciate that.

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Supv Berube:

You've already been blasted so you're not going to get any more.

District Counsel:

Well listen it's said that God chastens those whom he loves, and I felt the love tonight. So thank you.

District Counsel:

District Counsel reports the Davey matter has been dismissed. Servello contract extension is done, the irrigation extension is almost done. Let's save C for later. I think this may be the homeowner, but I think it's clear what he needs to do and I've directed him to get with the engineer.

Supv Kassel:

I'm sorry what, can you....

District Counsel:

Item C the swale, if we can take that last because I think the homeowner is here. But a letter's been sent and I put the homeowner in contact with David on the details.

Supv Kassel:

Okay.

District Counsel:

Workshop – I had a little difficulty hearing we don't need to rehash all that but there were some misunderstandings, but I have put together an initial draft for a tree trimming comprehensive policy. I got with a dear friend of the firm, the stuff that they had was much different, but we're working on it. I got together with Brett Perez to try and get some language on how the District is described in this policy and the District role to maintain the trees. I will have a draft to Madam Chair on that I guess, or whoever the liaison is, as I've been working with Madam Chair on those things, but I'll have a draft of that to her, shortly, as soon as I hear back from Brett.

Straightline Fencing. As you guys will recall, \$8,800 has already been paid as a deposit, the fence never got put up because the project had to be stopped. I contacted the owner of Straightline and he said the \$8,800 has already gone to

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purchase materials, an additional \$4,000 would be needed to cover the additional costs to get the rest of the materials.

So the \$8,800 did not cover the entire purchase price of the material. He would need \$4,000 extra to cover the additional. Once that 4K is paid he'd be happy to deliver the material or he's happy to work with the Board on a new project. I don't think it makes good sense with everybody's time to debate this now, perhaps a liaison could be appointed to work with and give you direction on how you guys want to deal with the fencing moving forward with of course, David's involvement.

Supv Berube:

That makes no sense. He says he spent \$8,800 on new fencing, that's what he said, right? But he wants four more thousand to buy additional fencing and continue the project.

Supv Kramer:

No, no. He said the cost of that fencing that he has sitting in his warehouse was actually \$12,800.

Supv Berube:

Then show us an invoice and prove it.

Supv Kramer:

We can do that. But the bigger thing is where are we going to store the fencing.

Supv Berube:

It's not the point. You know, it's \$8,800 of our money, it's been two years, at this point the money is gone, we've got do something. We gave him the people's money.

District Counsel:

And we've demanded it back.

Supv Kramer:

Once we get all this worked out with the county we can come in and put that fencing up. The problem is handing people money upfront and that's what I want to make sure we don't do in the future.

Supv Kassel:

Correct.

Supv Kramer:



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We need companies that are large enough and well enough funded to be able to do the projects and then get paid instead of us handing them 50% or whatever upfront.

District Counsel:

In another item I will address which is we are going to be workshopping and maybe rule making some stuff, you guys could consider that. I wouldn't make that a blanket policy because I've seen where large, large projects they require a deposit, even the biggest companies.

Supv Kramer:

And again, we can look at paying them as they go. I don't have trouble with that but putting 50% or more upfront is concerning. But that ...

Supv Kramer:

So who would you suggest as liaison to resolve this issue?

District Counsel:

Oh, I'm not touching that. Oh, okay, good grief I'm in enough trouble.

Supv Kramer:

I don't know. I wasn't on the Board when the question of the fencing came up. I can't imagine that he really has that much six foot fencing sitting in his warehouse waiting for us. I really can't.

Supv Berube:

I would be willing to bet that he never bought the fence. No contractor would until he's ready to go.

District Counsel:

Right, and this isn't new, I think this was mentioned over a year ago, right?

Supv Berube

Yes.

District Counsel:

So yes, I think with a liaison we can get with him and we can resolve it. Well look, if the money is gone the money is gone.

Supv Berube:

I know the guy I'll do it.

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Supv Kramer:

Okay. Fine with me.

District Counsel

Okay. All right so the easement access agreement that's been covered. I have emailed you the version, Madam Chair.

Supv Kramer:

All right.

District Counsel:

The change order policy update. The Board discussed and made no formal decision about having wiggle room if it's a small change order to authorize that in between meetings and not have to come back and do a whole other contract. That makes good sense. In discussing this with Madam Chair, what thought would be best would be to add something like this to your procurement language, do a rule development workshop, address this and other issues that have come up.

So I think that would be the best way to handle it. We have changed the verbiage in the contract that says the District, or its manager may approve a change order, but change orders are still strongly discouraged which is what you want. So I think that's enough of an update on that. If the Board agrees to have a rule workshop about this subject I think you guys can cover a lot of ground. So ...

Supv Kramer:

Okay.

District Counsel:

... all right, I'll move on. Update on potential meeting space at First Nature Ranch. This was discussed last month. I got with Supervisor Kassel she gave me the facts of the nonprofit, I reached out informally initially to the general counsel of the Commission on Ethics, we talked about it, he said I would recommend you request an opinion. So we did request an opinion and that is in the process, in fact the executive director has reached out to me today and asked for some additional information so that's in the works.

At this point Ms. Kassel is the interested party and so she'll be working and we'll help of course, but she'll be working with the commission to give them everything that they need and to make the decisions as far as what kind of opinion she wants on that and so there's really nothing for the Board to decide but just to wait and see what the outcome of that is. I do think it will take, they are just slammed, they are looking for attorneys, everybody is looking for help these days, good help is hard to find, everybody knows that. The Commission on Ethics is no different, they are

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looking for good attorneys so I would anticipate this will take some time but it's in the process and it's in the works.

Another thing I wanted to mention, it was suggested at the last meeting, and I said I would look into it, a short form contract to have where people can just sign it or fill in the blanks. I thought long and hard about that and I advise against it. A contract is at its fundamental essence, a meeting of minds, where two parties get together and negotiate. A lot of that language is standard. The real devil is in the details of the duties. That contract has saved a lot, okay? That, it's helped you a lot through the years. What you could do is in your rule workshop you could make a decision that on contracts for less than a certain amount where the money is not enough to spend a lot of staff time on that those could just be approved by signing the proposal.

Supv Kramer:

You've advised against that in the past so is that something we can do?

District Counsel:

If, it's a Board decision but if the Board said up to \$2500, I'm just going on a 2,500 or less, it's not worth all the staff time, we can go ahead and do the proposal. It would never be my recommendation. This was not my idea. I like our contract. I think it's a solid contract.

Supv Kramer:

That's fine. But what we've got right now is we've got Field Services and other folks entering into pressure wash roofs or painting with basically not using our standard contract so that is where that came up, to give us some protection, right now we're wide open and we don't have anything.

District Counsel:

Sure. And that's outside of my control and so I would encourage, if that is happening...

Supv Kramer:

So you would encourage us to use the regular contract and ...

District Counsel:

Well I'm always going to say to have a contract. This idea of the regular contract it's a great contract we've used through the years. But the thing that you change is the scope of services and the duties.

Supv Kramer:

Exactly and the amount.

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District Counsel:

That's the key. That's where all the rubber hits the road.

Supv Kramer:

That's right.

District Counsel:

So it's important to have that in writing. Okay I know I'm talking fast and I know also when I get hyper I can sometimes come across a little over the top, God made me high strung and so don't take offense to it, it's just how I am, I try to change...

Supv Kramer:

Not a problem at all.

District Counsel

Okay, next is, I was asked to look at the parking and we have drafted a resolution that would cover unauthorized parking in District areas. The law is that you have to have a sign out there unless the vehicle is parking on an important thoroughfare or if it's preventing the ability of the District to do its business. So all of this is laid out in the resolution. That resolution has been sent to the Chair, she has not had time, I just sent it to her literally at the Chick-fil-A when I was down the road but this had just come up so we're ahead of schedule on this one and I look forward to the feedback.

Supv Berube:

Wait, the parking is in District owned areas not our commercial parking facility.

District Counsel:

Yes this is parking in.... this is cars that have been ...

Supv Berube

Like around the pool and stuff?

District Counsel;

Yes this is cars that have been sitting, from my understanding, at the recreational pool facility ...

Supv Kramer:

Right.

District Counsel:

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... for weeks. Yes.

Supv Kramer:

Yes, at the Ashley Park Pool we have a lot of extended parking going on there for non-pool users. We also have a derelict vehicle that they really can't seem to get rid of, so I brought this to Tim's attention about a month ago and he's still working on it. But right now the PT Cruiser is still with us.

Field Manager Gerhard

I called code enforcement and they said they'll take a look at it and that was last week.

Supv Kramer:

And you haven't heard anything more?

Field Manager Gerhard

And I called again, left a message

Supv Kramer:

Because this has been in the works for two months, it's been sitting there almost 3 months.

Field Manager Gerhard

I called sheriff's department, I called, uh ...

Supv Kramer:

All right so we've got to get that up. We got to get signs, proper signs up, we got to enter in an agreement with the tow company that will cost us nothing.

Field Manager Gerhard

Right.

Supv Kramer:

And then the tow company. Field Services will call the tow company and say this has been sitting here and they'll sign a sheet of paper and say this has been sitting here- If you'll give me, if you're okay with that ... do we need a resolution from the Board? Or ... I don't think we need it to put up new signs and stuff.

District Counsel

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I don't think you do, but here's what I would advise for it. It puts the public on notice, nobody can come and say "oh we didn't know about this." Of course, the signs do the same thing ...

Supv Kramer:

Right.

District Counsel

... it's up to you. I'm always going to recommend ... but I think you could go ahead and do it and, and you could ratify it through the resolution, and we can just do that.

Supv Kramer:

Okay. Does anybody have any preference?

Supv Berube:

Ratify it later.

District Counsel

You have that express authority. Okay, so I believe I've covered everything except item C and again I'll just save that for the end but, the position of the District is clear, I think this can be worked out between the homeowner and the engineer. And unless there's any questions I'm done.

Supv Kassel:

Wait.

District Counsel:

Yes?

Supv Kassel:

So just about that item C, it's been over two weeks, what is the next step?

District Counsel

So, the homeowner has requested an extension of time. What the letter said is if it wasn't done in 14 days the District would take steps to remediate the issue and then send the homeowner an invoice. It's really a decision of the Board what you want to do next.

Supv Kramer:

Is the homeowner here today?

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Unnamed Resident

We're the next-door neighbors.

Supv Kramer:

Yeah you're the next-door neighbors.

District Counsel

Okay.

Supv Kramer:

The homeowner is not here. My concern right now is it's costing us engineer time and it's costing us other costs to continue on in this, I don't know if the Board wants to go ahead and remediate now and then attempt in some manner to get the homeowner to remediate so we can vote because I'm not confident we're going to do anything other than delay.

Supv Berube

This has been going on for months and months and months and months with other things at that property, they've had advance notice, the neighbors are yelling about it, they got a lawyer's letter that says you've got two weeks. I'm saying we need to get on with it. If we give them an extension of time it goes to another extension, another extension. Take action. It's a flood risk, we're in the wet season and it needs to be fixed. I'm in favor of moving forward to fix it.

Supv Kramer:

Okay.

Supv Berube

... I'm okay with moving forward to fix it and billing it.

Supv Kramer:

All in favor of motion to have Inframark and/or a vendor move forward on fixing the swale and we'll keep track of all the cost and items and bill them to the homeowner.

Supv Berube:

Second.

Supv Kramer:

I have a motion and a second, all in favor?

Supv Leet

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Aye.

Supv Berube

Aye.

Supv Kassel

Aye.

Supv Kramer:

No opposition, then we will move forward.

On MOTION by Supv Kramer seconded by Supv Berube, with all in favor, Inframark to move forward with the repairs to the swale and or find a vendor to do this work and the CDD will bill the resident was approved.

Supv Berube

The wheels of government spin slowly folks but we get it done.

District Manager Montagna

So it was for Inframark to fix the swale? In-

Supv Berube

Inframark to hire a contractor ...

District Manager Montagna

Right.

Supv Kramer:

Either fix it or hire a contractor.

District Manager Montagna

Right. And then we're going to bill the resident

Supv Kramer

We'll bill that homeowner.

District Manager



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Okay.

Supv Kramer:

All right, anything else

Field Manager Gerhard

Maybe I can chime in on something that we still have pending with Arrow Pavement. We still have that second-

Supv Kramer:

I think we've already given them the message.

Field Manager Gerhard:

Has Arrow Pavement received a letter from the District that the decision was that they will not pay?

District Counsel:

What is this?

Field Manager Gerhard:

So Arrow Payment did a change order for \$2,700 without our knowledge so we paid the ...

Supv Kramer:

They didn't do a change order request

Field Manager Gerhard

Okay but they ...

District Manager

I think this was decided at the last meeting that the board decided they weren't paying for the change order.

Field Manager Gerhard

Okay but did Arrow Payment receive notice of that?

District Counsel:

It was at ... the notice was at the board meeting.

No, why would there be?

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District Manager Montagna

Yeah.

Supv Kramer:

At the last Board meeting we agreed to pay them provided they would sign the releases.

Supv Kramer:

Did they sign the releases?

District Counsel

We paid them.

Field Manger Gerhard

We paid them yes.

Supv Kramer:

Hopefully the check said paid in full for the work they did.

District Manager Montagna

Yes. The only thing ... yes, the board authorized to release that payment but we were not paying the change order.

Supv Kramer:

Right.

District Manager Montagna

And that's where it sits right now. And did I notify Arrow? I did not.

Field Manager Gerhard

Okay, so nobody notified Arrow, so ...

District Engineer

I can if you want

District Manager Montagna

... technically the Board meeting was notice but if you want someone to notify Arrow to tell them we're not paying the change order we can do that.

Field Manager Gerhard

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Yes.

Supv Kramer:

Okay.

Field Manager Gerhard

Good, that's all I got.

District Manager montagna

Okay. I have a few things really fast.

District Engineer

Can I squeeze mine in or do you want to go?

District Manager Montagna

Okay, go ahead.

Supv Berube

After all the tension in this room tonight you want to come back and ask for more money? Are you sure?

District Engineer

I'm looking-

Supv Kramer:

I'll move for approval of \$50,000 for the fiscal year 2022.

Supv Kassel:

I'll second that.

District Engineer:

It'll be a three to one vote, I'm okay with this.

Supv Kramer:

All right, all in favor?

Supv Berube

Aye.

Supv Kassel

Aye.

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Supv Leet

Aye.

Supv Kramer:

Any opposed?

|   |
|---|
| On MOTION by Supv Kramer seconded by Supv Kassel, with all in favor, the Engineer proposal for his services for FY 2022 was approved at \$50,000.00 |
|---|

Supv Berube

I got to tell you, your work is superb but you're killing us with the dollars.

Supv Kassel:

You said that last month.

Supv Kramer:

All right. You're on District Manager.

District Manager Montagna

All right, so, real quick. A couple of things, we can go into more detail next month about this but currently the way that they're doing your funding report do you ... you know the funding report that you see?

Supv Kramer:

With invoices and everything?

District Manager Montagna

Yes. That takes about three to six hours to produce right now. So they wanted me to ask as there are a couple of different options, is the Board comfortable enough with Avid to go in and look at those invoices as opposed to us printing out that report and putting it all together? It takes time there as well with the check register and invoice, you can have that availability or you guys can go in and view invoices in Avid. So again, that's something we can think about. I know we don't have time today ...

Supv Berube

How about just taking the Avid sheets off the computer and putting it in as part of the agenda, then we don't have to go looking?

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District Manager Montagna

That is I think currently what they do now, right? They provide you guys the invoices and a whole funding report.

Supv Berube

No.

We don't see invoices from Avid.

Supv Kramer:

I'm not advocating for this move but it could work, have you guys had Avid training?

Supv Berube:

I've used Avid before.

Supv Kassel:

No

Supv Kramer:

Okay. I found it's quick easy training. I love it because I can go in and see what bills have yet to be paid for tomorrow and then see all the discussion behind it. It's a wonderful way to do it. I have to think about whether I want to supplant the report we've been getting but I would encourage everybody here to definitely take that quick training.

Supv Berube:

All right.

Supv Kramer:

Because if you have any thoughts you can quickly get on it and answer your own questions frequently or with a phone call.

Supv Berube:

In light of time why don't we bring that back next month?

Supv Kramer:

Yes.

District Manager Montagna:

I just wanted to mention it because it was on the agenda but I will do it and I will put in there all the backup for you.

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Supv Berube:

Okay.

District Manager Montagna:

Next is we actually received the check today, \$2,171 for the cellphones. That was the highest bid that we got for all of them, so just wanted to let you know and we did receive that check today. It will be deposited, against I think it's surplus sale or sale of surplus equipment or something like that on your financials it will be allocated there as a revenue.

Supv Berube:

So was that more than the balance was for the Verizon termination fee was?

District Manager Montagna:

Correct, it's more than.

Supv Berube:

Yes.

District Manager Montagna:

More than what your final bill was.

Supv Berube:

Good job

District Manager Montagna

The McQuaig invoices, all work was completed, no outstanding payments are due, the reason that ... and this was before my time but the reason multiple bids were not obtained or why it was higher in the initial bid was because once they got in there they discovered more stuff had to be done so ...

Supv Kramer:

What about the lawnmower strike? I mean, what's ...

District Manager Montagna:

That I don't know about, I guess ...

Supv Kramer:

Okay.

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District Manager Montagna:

... it was assumed that a lawnmower hit it.

Supv Berube:

No it is not.

Field Manager Gerhard

It wasn't.

District Manager Montagna:

It wasn't assumed?

Field Manager Gerhard

No.

District Manager Montagna:

Okay.

Supv Berube

No it was not at all.

District Manager Montagna:

But again there's no back up to prove that and I don't have that unless Gerhard you have it, I don't.

Supv Kramer:

Okay. And this, was this most recent charge a part of what they originally proposed?

District Manager Montagna:

Yes.

Supv Kramer:

That we decided not to go out to bid on?

District Manager Montagna:

Correct. And my understanding is it was all part of that initial work, correct Gerhard?

Field Manager Gerhard:

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There was a quote made and I decided not to go with that quote because it was a snowball effect of what ...

District Manager Montagna:

Of finding out what was going wrong, yes.

Field Manager Gerhard:

... finding out what, so.

District Manager Montagna:

Okay.

Supv Berube:

The initial thought and assumption as to what the problem was once it started to get dug into changed dramatically.

District Manager Montagna:

Correct and Brett did talk to the gentleman over there and that's exactly what he ... we didn't know what we were getting into until we actually got into it was the explanation. So that's what I have on that. If the Board wants more detail Brett has had conversations and we can kind of put together a summary to send out to the Board if that's what you would prefer.

District Manager Montagna

Okay, the last thing I have really quick is the District website, there have been some new, Tim and I don't know if you know about this or, if you have heard but apparently the same set may be a different set of attorneys now are starting up cases again about the ADA compliance so just wanted you to be aware of that, they're hitting anyone and everyone again so just wanted you to be aware of that ADA compliant and all that if your website, I know Mr. Leet does it. I also know you have a full-time job. So just wanted to throw that out there and let you guys know.

Supv Berube

Yes I'm sure Mr. Farnsworth keeps an eye on every detail on every page.

Supv Kramer:

Oh yes. But, and that's one of my questions, is our website has a lot of great information.

Supv Kassel:

Yes.



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Supv Kramer:

Any of you guys out there that use the web site?

Supv Kramer:

Okay. We, we've got a lot of information out there, but it's not statutorily required to be out there, the more information we put out there the more we expose ourselves to the possibility of lawsuit. It's also, and Dan correct me if I'm wrong because I really, I listen to talk about it but having it all individually done is much more complex than having a host, help me understand.

Supv Leet

Well there ...

Supv Kramer:

Is it a lot more work to keep up with than if we went with the website hosting

Supv Leet

It's on a regular basis. It's on the order of a couple.... a few, you know, say under two hours a month on my part of just taking the agenda and making sure it's all in a readable, searchable format and everything so there's not going to be an ADA issue.

And yes I get, you know, feedback from David on that. This month with the fiscal year rollover is going to be a bit more effort, updating all the meetings, calendars and everything. I've been trying to go through and also, you know, trim out, maybe there's stuff that hasn't been updated. I know things are way outdated. This is good a chance with doing the end of year updates to just kind of do a once over to be sure we are putting out what we need to...

Supv Kramer:

Yeah, there's a lot, I mean, there's like phone numbers in at least 24 or 30 places and I presume you can't do a

Supv Leet

... to get them all updated with

Supv Kramer:

Yeah.

Supv Leet

I think we got everything eventually. We got the new email address we need to put on there so yes I'm aware that we need to ...

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Supv Kramer:

Okay.

Supv Leet

You know, I think we can slim it down some without cutting the meeting information, the important updated stuff will obviously continue to be there.

Supv Kramer:

... okay, so your upcoming vacation time is spoken for...

Supv Leet

Most likely.

Supv Kramer:

Okay.

Supv Berube

According to the District Manager we have our field services manager managing the leases and such for the commercial vehicle parking area.

District Manager Montagna

Correct.

Supv Berube

It's my understanding that he is not managing the leases for the garden.

Supv Kramer:

Right.

District Manager Montagna

Correct. They're doing it.

Supv Berube

They're doing it?

District Manager Montagna

Yes.

Supv Berube

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Okay, well that is in my view that's a little bit of a problem because we have public money being handled by private individuals and that's generally considered

District Manager Montagna

That's the way this Board has had it set up way before my time.

Supv Berube

No, no, no, no.

District Manager Montagna

Yes. They've been doing that all this time.

Supv Berube

No, no. The last two years the HROA has been handling all of it.

Supv Kramer:

No.

District Manager Montagna

No.

District Manager Montagna

No, trust me, I dug into this so deep (laughs) to try and figure out the moving pieces. The Garden Club, has handled, they have been doing it, because we were going to change and have it all come under Gerhard and we were informed the HROA gentleman, Mark gave us a full scope of everything that is currently being done and has been done. The Garden people have done it all themselves, they send in a check every however much it is for sales tax and they send in all the paperwork, nice and neat in a pretty little package and they have been doing that. The only thing they haven't been a part of is the RV portion of it, which is what your HROA gentleman was doing but they've always done everything with the garden and to my knowledge it has been done that way for years.

Marylin Ash-Mower:

11 years.

District Manager Montagna

Yes.

Supv Berube

Okay. Counsel?

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District Counsel

Yes.

Supv Berube

Public monies in private hands with no contract?

District Counsel

Well, the Board can certainly delegate that to the Garden Club and make sure it's accounted for and all that.

Supv Berube:

Yeah.

Supv Kramer:

All right.

Supv Berube

Okay, done.

I'm not questioning the integrity of anybody here. It's just that in general the public body, including the HROA, money handling is always a problem, and it has to be carefully accounted for and that's why brought up the question.

District Manager Montagna

Yes they do. They provide all the back up and everything.

Supv Berube

That's fine if everybody is in agreement with it. It's good, it's happening.

Supv Kramer:

All right.

Supv Berube

Second, another question for the District Manager.

District Manager Montagna

Yes.

Supv Berube

Yes. I brought up to you an email about a True-up.

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District Manager Montagna

Yes.

Supv Berube

Years ago, when land changes and everything else.

District Manager Montagna

Yes?

Supv Berube

And our documents called for a True-up every 3-5 years to make sure our debt service is being accurately recorded. True?

District Manager Montagna

Yes.

Supv Berube

Four years ago we get into a \$500,000 shortfall which was accounted for at time of the sale. There are many lands being transferred coming up here.

District Manager Montagna

Yes.

Supv Berube

And we need to investigate whether we need to do another True-up.

District Manager Montagna

Okay. And I think you went into more detail in your email.

Supv Berube

Yes.

District Manager Montagna

So my goal was after this meeting tomorrow to follow up with Liz and then I'll send you a full summary ...

Supv Berube

Liz was the central person dealing with it.

District Manager Montagna

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Yes and I will make sure I find that out and follow up for you.

Supv Berube

It's much easier to do it when you're not under the gun.

Supv Kramer:

All right. Any other supervisor's requests?

Supv Kassel:

What about the new dog park?

District Engineer

We're waiting for the fence material to be delivered to their possession.

Supv Kramer:

So we're real close. It's exciting to see crosswalks poured and other things happening-

Supv Kassel:

Thank you to Inframark Field Services for starting to pay a little more attention to the dog parks, the existing dog parks.

District Manager

And just remember, next month's meeting, different location.

Supv Berube:

And speaking of updates, we are getting a monthly maintenance log or something from Elizabeth. It says weekly but I don't think I get it weekly. Seems like I get it every month.

District Manager Montagna

It goes out every month, I mean, every Monday, she sends out a weekly and then once in the agenda you see a full monthly report. That is your entire community inspection.

Supv Berube

Okay. Maybe I miss it sometimes, I don't know.

District Manager Montagna

I'll have her check yours and make sure.

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Supv Kramer:

All right, I would entertain a motion to adjourn.

Supv Kassel:

So moved.

Supv Kramer:

You second it.

Supv Berube:

Seconded

On MOTION by Supv Kassel seconded by Supv Berube, with all in favor, the Board adjourned at 8:01pm.

District Manager

Meeting adjourned at 8:01 PM.

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Secretary/Secretary

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Chair

**4B**



## MINUTES OF WORKSHOP HARMONY COMMUNITY DEVELOPMENT DISTRICT

The workshop meeting of the Board of Supervisors of the Harmony Community Development District was held Wednesday, September 22, 2021, at 4:00 p.m. via virtual teleconferencing.

Present 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 |
| David Hamstra                       | District Engineer: Pegasus           |
| Gerhard van der Snel                | Field Services Manager               |
| Brett Perez                         | Area Field Director                  |
| Residents and Members of the Public |                                      |

### FIRST ITEM

#### Call to Order

Supv Kramer called the meeting to order.

### SECOND ITEM

#### Roll Call

Supv Kramer called the roll. All Supervisors were present except Supv Scarborough.

Supv Kramer inquired if any members of the public were present.

Mr. Matt Pippin noted he is representing Bee and Bee Inc Tree Services to discuss the trees issues in Harmony.

Supv Kramer noted she asked Mr. Pippin to attend to help them sort out some of the tree issues. He is a certified arborist with the ISA; he is also certified in tree risk assessment.

### THIRD ITEM

#### Discussion Items

The following topics were then discussed by the Supervisors.

#### A. Tree Trimming

Supv Kramer noted some of the items to be discussed are what should Harmony's policy be about tree trimming, the over pruned tree, the inside tree trimming that has been stopped due to quality of the work and safety issues.

*Policy on Tree Trimming*

Harmony CDD  
September 22, 2021

Supv Berube noted he does not know if they have ever had a written policy; it has always been a verbal policy that the CDD would trim the street side of the trees and from the sidewalk toward the houses they have allowed or told homeowners to trim that side.

As a public body how do they keep symmetrical trees without risking the liability of having contractors enter onto private property.

Trimming all sides of trees without going on private property was discussed with Mr. Pippin noting it is possible.

Mr. Qualls noted since the trees are on public property the Board can do whatever it wants including trimming any branches. The private property owner has a common law right to trim any part overhanging onto private property. If they have to access the property to trim, they would need an agreement with the private property owner.

Mr. Pippin noted property damage while trimming is the responsibility of the contractor and is included in his contracts. He has a specialty lift he uses for these situations.

Supv Kramer addressed the use of a certified arborists.

Mr. Pippin provided a list of priorities – take care of any hazardous trees or get those assessed, get a tree inventory to prioritize the work, and creating a budget. He can provide the ANSI A300 information needed or any information they might need to develop local policies.

Supv Kassel addressed the email from Mr. Perez regarding the inappropriate techniques that were being used. She inquired who evaluated them?

Mr. Pippin noted he got some pictures today of some of the stuff that was done. The pictures were of improper cuts that were allowing peeling to go through the cambium layer which can cause further damage and failures. The others were too close to the branch collar.

Mr. Perez noted he made those observations and used that terminology noting he has past history in the horticulture world and is familiar with arbor pruning practices and verbiage.

Supv Leet addressed the survey done through the landscaper and an arborist, Mr. MacCubbin and inquired if any of that would feed into Bee and Bee or would they want to do their own survey.

Mr. Pippin responded there is no reason to do double the work if someone has

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surveyed and done a tree inventory. He likes to do things systematically, so they do not miss anything.

Supv Kramer noted what they have is a count with species and inquired if they knew what the landscaper had done to date.

Mr. van der Snel noted they stopped at Goldflower.

Supv Kramer noted she was inquiry about an inventory of what trees they have where, what size, and species.

Mr. van der Snel noted they did, and Mr. Feliciano would know that.

Supv Kramer noted the work they did with Mr. MacCubbin was very cursory; they limited amount of time based on weather. He spotted some trees that were stressed and probably needed to come down, but it was far from a full inventory.

Mr. Perez noted he wanted to make sure the Board is aware that Mr. MacCubbin is not a certified arborist, he is a horticulturist. He would suggest if the Board moves forward with Bee and Bee, they do a thorough inventory of their own.

The Board thanked Mr. Pippin.

Supv Kramer asked for the Board's thoughts on moving forward and working on this project. Currently she has concerns that they are doing more damage to the trees than good.

Supv Berube agreed that it has not gone the way the anticipated and when the management company has to step in to stop them; it is crazy.

Discussion followed on lions tailing the trees with Mr. Perez noting it is improper and puts more stress on the trees. The idea of lifting and thinning trees is not to completely clear them of all interior growth. He noted it is inconsistency that he is seeing, and they are not doing as bad a job on the Sycamores, but they are too aggressive on the Oak trees. He is seeing a lack of oversight, project management and proper training for those performing the services. The safety issues are a whole other level of concern.

Supv Kramer suggested they hold their thoughts of going forward to their meeting next week. In the meantime, she would like the District Manager to get with Legal Counsel and talk about the options. She noted her opinion is she does not want them [Servello] moving forward with any further tree trimming because the work they are doing to date could have some long-lasting effects.

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Supv Berube noted he agrees they are in a bad place with this project as it stands right now.

Supv Kassel noted she is in agreement as well and she agrees that they should have District Management and District Counsel discuss what the options are and regroup at the meeting.

Supv Leet agreed.

Supv Kramer asked if an overall tree policy is something they should think about pursuing. She thinks it would be good since the trees are an important part of the infrastructure of Harmony and it would be good to start using a certified arborist.

Supv Berube noted he thinks it would be a good idea and to maybe have some further conversations with Mr. Pippin. He maybe able to provide them with some basic policies for trees as part of an overall package.

Supv Kassel inquired if the District Manager and District Engineer is they have worked with other CDDs or property owners who have policies about trees.

Supv Leet inquired if Mr. Perez, having identified the issues with the existing work whether through another community, they should not be starting from scratch doing this, they should be able to find something out there that is common and would not take a huge effort on the Board's part to put it in place and feel good about it.

Mr. Perez noted there are other districts who have the same issues where the CDD easements between sidewalk and roadway have trees the district is maintaining. They have policies and they all vary. Some are lifting 15 feet over roadways, eight feet over sidewalks and keeping limbs five feet from buildings but that is it; there is no structural pruning or interior pruning. The Board will need to discuss to what length they want to take it to.

Supv Kramer noted Mr. Pippin has the equipment to handle the higher branches and taller trees without endangering homeowners' property. She is hesitant to draft a policy that says the inside tree are maintained by homeowners.

Supv Kassel inquired if they could get a set of existing policies to review. She agreed regarding the responsibility of the CDD to keep their trees healthy and relatively consistent in how they are treated and trimmed.

Ms. Montagna noted she will send several examples to the Board to review.

Supv Kramer noted they will start working towards a comprehensive tree policy.

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Supv Kramer noted they will move on to the tree that has been severely damaged by a homeowner.

Mr. Qualls noted they drafted a letter that they sent to the Board and he viewed it as if somebody vandalized the pool area, they would not hesitate to demand steps be taken to fix it. You cannot fix a tree so the letter indicated they would have to take the tree down and replace it and the idea was the homeowner would be responsible for the cost of the replacement tree. It would be a much smaller caliper tree, but he does not recall the dollar figure. At one point the homeowner had indicated that he was willing to pay for the replacement, but he does not know that he knew the cost involved with that. It was quite expensive even with a smaller tree. He would like their feedback because he knows there was a difference of opinion. The opinion of Mr. Feliciano and others was it was going to be tough for the tree to survive. It is very important for them to determine how they want to deal with this because it is likely not going to be a one-off issue particularly if they take no action. He noted he is looking for direction.

Supv Kassel inquired if that could be part of the tree policy.

Mr. Qualls noted it can.

Supv Berube noted it is important to remember the event prior to the homeowner taking action; that being the accident where a tractor trailer caught fire under that tree and burnt some of the tree including some of the limbs that were taken off. He noted the tree is still standing, yes one side is cleared, but much of it was burnt by fire, could it have been less aggressive, probably, but in light of the fact that they did not have any policy before and there was the preceding action of the fire through no fault of the homeowner and to hold the homeowner responsible for trying to clear up what they saw as a hazard, he does not think so.

Supv Kramer noted there was a fire that singed some of the leaves on one branch and also singed some of the leaves on the tree across the street. Property owner immediately went to I want to take the tree down, the tree needs to come down. They explained to him the tree was not significantly damaged. Servello looked at it and evaluated and the homeowner was told not to cut the tree. He hired an individual with a lift and a chain saw and the instructions relayed to her when she was out there was that he was told by the homeowner to top the tree, to take the entire canopy off the tree. We prevented that, but that is where they are right now. The homeowner's desire was to get

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rid of the tree and if they let every homeowner in Harmony cut on the trees then they will have a problem.

Mr. Leet inquired as to the timeframe to take compensatory action against the homeowner.

Mr. Qualls noted they have time; he thinks the statute of limitations is at least one year, but he will confirm that. He noted he does not know how they get consensus and inquired if they can all agree he did go across onto the public right-of-way to take down branches.

The consensus was yes.

Mr. Qualls noted it would be important to determine whether the tree had been damaged before the action was taken. It is an important factor, but they have time to sort it out. Supervisor Leet your thinking is right because you want to get it right because this is going to establish the precedent moving forward. Not that you cannot change a policy, but it would be better to get it right and be consistent.

Supv Leet noted they are already talking about cleaning up the handling of the trees overall, which they all agree is a good thing. In this case they do not want to allow a precedent of homeowners doing whatever they want with CDD trees but from a practical standpoint if there is a chance of the tree making it. If District Counsel can confirm they have time to slow roll this and not risk losing out completely on the ability to be compensated. Maybe in the next year or so the tree maybe able to show it is improving. Practically, they like having a full mature tree there then whatever caliper they are able to replace it with. Can they still take some kind of damages because the property was damaged by the homeowner and establishing the precedent that they are not just going to let that happen even if they do not replace the tree with a size for size replacement.

Mr. Qualls responded the size for size would be so expensive. I encourage the Board to think about if he had not gone as drastic but still crossed on to public right-of-way. They have to be careful when crafting this policy to try account for future things that might happen. The Board has the ability to do what they want here, but personally he thinks it is dangerous if they do nothing. Again, assuming that the tree was healthy prior to this action. If it was damaged, he thinks the equation changes. The Board has the ability to decide how they want to handle it. He thought the letter was a decent

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compromise as they are not charging for the full on like for like exchange, they are charging to put in a much smaller tree and I thought someone had said the gentleman volunteered to do that. It might be something the property owner can live with and might be a fair resolution anytime this would happen in the future.

Supv Kassel inquired if they are talking about this specific example and what to do which she does not think is the purview of this meeting or are they talking about a policy going forward.

Mr. Qualls noted they overlap but for purposes of the workshop is the policy going forward. They cannot take any action or vote on anything at the workshop; they will have to take final action on either a policy or a communication to this homeowner at the next regularly scheduled meeting.

Supv Kassel noted they are back to this should be part of the policy; the trees belong to the CDD and the CDD is the appropriate party to address any trimming or correction and that the policy is if the homeowner tries to do that they will be liable for damages and/or the replacement of the tree.

Mr. Qualls noted he thinks that is fair, but the devil is going to be in the details. Remember that the homeowner has the right under law to trim anything on their side of the property boundary. To him a policy would say something to the effect that Harmony values its trees, Harmony is taking steps to prune trees within the right-of-way in an all encompassing way and that will alert the homeowners that the CDD is about to take action which would hopefully freeze any knee-jerk action any homeowner may be contemplating. They could say that under the law homeowners are not permitted or authorized to take steps onto the public easement and right-of-way. He thinks that is how they start to address the particular incident that happened.

Supv Kassel noted she is in agreement with his suggestion.

Supv Leet noted he agrees.

Mr. Qualls noted he would like to see anything that has already been drafted. He will get with Mr. Perez and Ms. Montagna.

Supv Kramer addressed her concern with sending a letter to the property owner is not having a good evaluation on the state of the tree. It is important to take this up at the next meeting and having a certified arborist truly evaluate the tree to see what the chances are of it coming down. She further addressed the liability of the homeowner

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having taken so much off that it is unbalanced and is an at risk tree and probably at risk to cars on the street since that is where the unbalance is and the potential to fall into the street and evaluating any additional trees they believe to be dangerous.

Mr. Perez noted agrees with having an arborist evaluate the tree to determine the long-term detriments done from the pruning.

Supv Leet noted they should have pictures from after the fire but before the trimming.

Supv Berube noted having an independent evaluation done puts them on more solid ground when they speak to the homeowner.

### **B. Other Landscape Issues**

Supv Kramer inquired if anybody wanted to bring forward any landscaping issues or concerns.

Supv Berube addressed leading the charge to renew the Servello contract noting it was based on current pricing and anticipating what the market would bring if they went to RFP, but at that time he was relatively satisfied with the job they were performing. Since then the landscape quality has deteriorated significantly. He knows there is rain, but they are behind on mowing and their services. They are always short a guy and it is not getting any better.

Supv Kramer noted she is also frustrated with the quality.

Supv Kassel noted she agrees things have gone downhill a bit, but they have had a lot of staff out due to COVID and so have a lot of others and she wants to give them the benefit of that doubt.

Supv Berube noted he agrees but residents are still paying the same amount of money and are not getting the services. As a Board they can only be so tolerant and at some point, they have to expect the contractor they are paying is going to perform up to expectations and it is not happening.

Supv Leet noted the results speak for themselves but they had issues pre-COVID. The areas around landscaping seemed to be doing a better job last years as compared to two years before that which does lend weight to the COVID based staffing issues. The proof will be as they get out of the growing season and how they catch up and hopefully remain caught up.



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### **C. Landscape RFP Scope**

Supv Leet noted for the purpose of the workshop if they are proceeding with doing another RFP, they all need to be in agreement of what that scope needs to be.

Supv Berube addressed RFPs noting they take a long time and they do not want to be rushed. They have an opportunity to get this done now and they have Mr. Perez with a background in landscaping and can be an invaluable guide to them if they put together a scope and get this going now rather than wait to the last minute.

Supv Leet addressed the irrigation being under the Servello and inquired as to the thoughts on continuing this level of scope in the landscaping contract.

Supv Berube noted he thinks they should separate the irrigation and put it back with CDD Field Services. They know the cost for this because it was initially a part of the Inframark contract. He believes they should take the trees out of the overall landscape contract and make it separate. Also, take the irrigation out of the landscape side and make that separate putting it back with field services and just have landscapers do what landscapers do – cut grass, trim, edge, and trim bushes.

Supv Kramer noted she is of the opposite mind. She feels irrigation needs to be with the landscaper. The people who are responsible for the health of the plants need to be the ones who are making the decisions and keeping the system that waters those plants. She would advocate removing the trees and putting them under a tree professional, but the irrigation needs to stay with whatever landscape company they are using.

Supv Kassel noted it seems Servello is doing a comprehensive reevaluation of the irrigation system and has been finding that there are areas where there were broken heads or parts that were just turned off, which does not seem appropriate to her, and other issues that had not been recognized to date before they started evaluating the system. Maybe it is more expensive than having it done in-house but having it done in-house may have been more inexpensive in terms of irrigation but in terms of landscaping may have been more expensive. She agrees that the company that is mowing, trimming and fertilizing should also be the company doing irrigation. They need to give it more time as there have been issues such as sod dying or plants and there has been disagreement because you were not giving it enough water or you were giving it too much water because the

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CDD was watering and the landscaper was the one guaranteeing the plants. If they are taking care of irrigation and plants, then there is no excuse.

Supv Berube addressed some of the valves being turned off on purpose and being left that way because the plants and such in that area had matured over time.

Supv Kramer noted the bigger issue is the RFP for landscaping and whether they use it a year from now when the contract expires or earlier it is probably good to have it ready. She would like to charge each of the Supervisors with taking the marked-up RFP, jot some comments and provide it back to Mr. Perez to see if he can put together something that might be a good discussion topic. It may not be ready for this month's meeting, but definitely by next months.

Mr. Perez noted he does not see that being an issue. On the specifications he sent over they are Harmony's current specifications from the 2017 bid. If they do not have it in word, they can just add notes to it, and he can compile them all together. He included he highlighted areas and included notes on the specifications.

Supv Kramer inquired if there were any other comments regarding going forward with preparing an RFP noting if the continual downhill on the current service continues, they will be ready to move forward. If it improves, they will still be ready at the end of the year.

Supv Berube noted he would advocate with moving forward with it as soon as they have the RFP to the standards and specifications that they want. They do not want to be at the end of the current contract and having to make a decision in a rush.

Mr. Perez addressed the budget for FY 2022 and starting the RFP process in March estimating the turnaround to be before budget season to get a final number. If the Board decides to go out sooner there more than likely will be an increase in costs depending on the specification adjustments, they make.

Supv Kramer noted she believes the termination notice period to Servello is two months. She suggested the Board go through it over the next couples of weeks, jot down their comments and get it back to Mr. Perez.

Supv Leet addressed working with Mr. Hamstra for the landscaping with regard to opening up the Billy's Trail access and he wants to make sure it does not fall by the wayside.

Mr. Hamstra noted it is still on the radar.

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#### **D. Other Concerns / Issues**

Supv Kassel noted she wanted to bring up the pool issue. They need to develop a policy with regard to getting a bond from the homeowner to perform to the CDD standards any kind landscaping, excavation, grading, etcetera. If Mr. Hamstra could provide a suggested policy regarding not only pool issues but any issue that impacts CDD land where it intersects with private property.

Mr. Hamstra noted he will but he thought they were going to hold off on publishing that until they resolve the potential legal matter with the homeowner at 3170 Dark Sky but he can get started if that is not the case.

Supv Kassel inquired what happens if the homeowner takes action and it is not adequate.

Mr. Hamstra noted Mr. Qualls wrote a letter to the homeowner putting them on notice to do it right and if not the CDD would step in and charge them the cost of doing the work.

Supv Kassel inquired how much time the homeowner has to accomplish that.

Mr. Qualls noted 14 days. He is having a hard time hearing the conversation but heard comments about going out for an RFP noting they are not doing anything until they meet as a Board and decide to take certain actions. Anybody can do legwork to research and workshop but he wants to make very clear the Board is not taking any action, they are not voting on anything and no decisions have been made concerning landscaping other than what he thinks he heard was a discussion about what types of areas of improvement everybody would want to see.

Supv Berube noted he is correct in that they are not taking any action.

Supv Kassel addressed getting a policy for things like pools, grading, landscaping, anything to do with CDD property where it intersects with private property where they do something that affects CDD property.

Mr. Hamstra noted he believes he and Mr. Qualls were going to work on a policy that would be given to homeowners before they do the work, so they have clear understanding of the responsibility. He noted he thought they put a pause on it until the issue at 3170 Dark Sky was resolved.

Mr. Qualls noted that is correct. The Board does have a policy; policies do not

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have to be in writing to be a policy, but consistently they have enacted a policy that if a homeowner does any sort of damage to CDD property then the homeowner is responsible to fix that. How do we make that clear from the onset and how do they avoid situations where they are waiting on a homeowner and their contractor to make something right so that a neighbors yard is not being flooded. They have drafted, as he understood to be the direction from the last meeting, an easement access agreement and in the agreement they have put a requirement for a down payment, but he does not know what the appropriate amount would be and has not found any similar easement access agreements so he is not sure whether this is the best approach. It is the approach he was going to bring to the workshop – if a homeowner wanted to crossover CDD property the District Manager would give them the agreement and ask them to fill it out. The agreement says the CDD will let you access the property but you have to put it back in the position it was if there is any damage and we would like you to put down a security deposit or bond. He will have something circulated, they can give them their feedback of is it something that would put everybody on alert and whether it is something that is worth the effort.

Supv Kassel noted it is not the first time they have had a homeowner who did something on their lot accessing their lot via CDD property and where there has been an issue. She does not think it is a bad idea.

Supv Berube noted the only problem is no homeowner has to contact the CDD prior to doing any work. The contact agency is the HROA and so far, the HROA has flagged those addresses adjoining CDD property. Along Dark Sky there is a note in the file that the homeowner has to contact the CDD prior to work beginning.

Supv Kramer noted she can check with HROA but she would hope the HROA would be taking a look at the Property Appraiser's database before they issue approvals. They should be able to see whether it is or not and let the CDD know. They are not legally obligated too, and they can also reach out to the County and it is possible the County could flag it. The County has certain requirements to give an HROA approval before issuing permits or in conjunction with issuing permits. If they have it in place and somebody starts without giving notice hopefully, they will have the power to tell them they are not allowed to trespass until they fill it out and put the deposit down.

Mr. Qualls addressed the current issue and inquired why it was a CDD problem. The last thing the CDD wants is to overstep and get involved. There has to be some way

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they clearly define where the CDD. The frame of reference is the District has one job which is managing the horizontal infrastructure, that is it. With the neighbors in question it was clear damage had been done to the stormwater system and it is the CDDs duty to manage and maintain the stormwater drainage system and so in that case it is obvious. How would a homeowner know to contact the CDD. He is not suggesting it is required in order to get folks to fix what they broke, but there needs to be a reasonable expectation of when a homeowner goes to the CDD or the HROA. It is a fine line between overstepping and having something in place to protect the infrastructure.

Supv Kramer noted there are a number of these situations. The threshold is when they start trespassing other than normal residential uses – if they are starting to drive trucks and concrete trucks over CDD property then this policy kicks in. We can reach out to try and let people know but they should be on notice if they are wanting to use CDD property or to damage or destroy CDD property that they need to come to the CDD to get permission to do it.

Mr. Qualls noted they have had a policy and the policy they have implemented has never been in writing; it is called an incipient policy, and is what you just said that everybody should be on notice of when they are going onto CDD property. Some contractors do not take the time to get that information and some homeowners that are just genuinely confused. The Board has to help him define in the policy and maybe a map is the best way to do it. If you are accessing the areas in the map in ‘whatever’ color, then you need to contact the CDD to get an access easement agreement before work commences.

Supv Kramer suggested language that if they are not going to maintain the work on their own property and will be traveling over CDD property. The bigger onus is on the contractor who typically knows when they are coming into a community and cannot access it from the street that they need an access agreement from the adjoining property owner. She inquired if they typically come to Mr. van der Snel.

Mr. van der Snel noted the pool and paving contractors did and tells the homeowner they need an easement agreement because the homeowner is responsible for the damage because it will waive the responsibility of the contractor that the CDD or a neighbor will go after them. Most of the pool contractors have that agreement.

Supv Kramer addressed when they come to Mr. van der Snel they be informed a

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deposit is needed.

Mr. Qualls noted he took the existing agreement Mr. van der Snel has and modified it. Based on discussion if the Board wants to include a security deposit, they can include that language. That leaves the issue of when people do not come to get the appropriate paperwork and when folks do actually access the District easement or property but still do damage to infrastructure like what happened with the recent event. The policy is if you damage infrastructure you are responsible to repair it.

Supv Kramer stated I think the attorney has been given instruction and will bring something back.

**FOURTH ITEM**

**Supervisors' Comments**

Supv Leet addressed pool closing times and revisiting access policies.

Supv Kramer addressed determining lighting requirements to extend usage times.

**FIFTH ITEM**

**Adjournment**

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

\_\_\_\_\_  
Assistant Secretary/Secretary

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

**4C**

**TO: Board of Supervisors, Harmony CDD**  
**FROM: Samantha Smith, Accountant**  
**CC: Angel Montagna, District Manager**  
**DATE: October 18, 2021**  
**SUBJECT: September 2021 Financials**

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Please find the attached September 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 Samantha.Smith@Inframark.com.

**General Fund**

- Total Revenue through September is approximately 102% of the annual budget.
  - Non Ad Valorem Assessment collections are at 100%.
  - Rental Income - Includes boating rentals.
  - 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 September are at 97% 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 2014 and 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.
    - Contracts-Landscape - Includes Davie Tree Experts \$40,000 settlement.
  - ▶ 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 \$6,960, 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*

*September 30, 2021*

**Prepared by**



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**HARMONY**

Community Development District

**Financial Statements**

(Unaudited)

**September 30, 2021**

**HARMONY**

Community Development District

**Governmental Funds**

**Balance Sheet**  
September 30, 2021

| ACCOUNT DESCRIPTION                          | GENERAL FUND        | SERIES 2014 DEBT<br>SERVICE FUND | SERIES 2015 DEBT<br>SERVICE FUND | TOTAL               |
|--|---------------------|----------------------------------|----------------------------------|---------------------|
| <b>ASSETS</b>                                |                     |                                  |                                  |                     |
| Cash - Checking Account                      | \$ 391,338          | \$ -                             | \$ -                             | \$ 391,338          |
| Investments:                                 |                     |                                  |                                  |                     |
| Money Market Account                         | 1,259,653           | -                                | -                                | 1,259,653           |
| Prepayment Account                           | -                   | 12,247                           | 162,844                          | 175,091             |
| Reserve Fund                                 | -                   | 607,313                          | 340,000                          | 947,313             |
| Revenue Fund                                 | -                   | 612,541                          | 313,636                          | 926,177             |
| <b>TOTAL ASSETS</b>                          | <b>\$ 1,650,991</b> | <b>\$ 1,232,101</b>              | <b>\$ 816,480</b>                | <b>\$ 3,699,572</b> |
| <b>LIABILITIES</b>                           |                     |                                  |                                  |                     |
| Accounts Payable                             | \$ 145,567          | \$ -                             | \$ -                             | \$ 145,567          |
| Accrued Expenses                             | 1,400               | -                                | -                                | 1,400               |
| Accrued Taxes Payable                        | 35                  | -                                | -                                | 35                  |
| <b>TOTAL LIABILITIES</b>                     | <b>147,002</b>      | <b>-</b>                         | <b>-</b>                         | <b>147,002</b>      |
| <b>FUND BALANCES</b>                         |                     |                                  |                                  |                     |
| <b>Restricted for:</b>                       |                     |                                  |                                  |                     |
| Debt Service                                 | -                   | 1,232,101                        | 816,480                          | 2,048,581           |
| <b>Assigned to:</b>                          |                     |                                  |                                  |                     |
| Operating Reserves                           | 401,042             | -                                | -                                | 401,042             |
| Reserves-Renewal & Replacement               | 23,270              | -                                | -                                | 23,270              |
| Reserves - Sidewalks & Alleyways             | 251,484             | -                                | -                                | 251,484             |
| Reserves-Uninsured Repairs                   | 50,000              | -                                | -                                | 50,000              |
| <b>Unassigned:</b>                           | <b>778,193</b>      | <b>-</b>                         | <b>-</b>                         | <b>778,193</b>      |
| <b>TOTAL FUND BALANCES</b>                   | <b>\$ 1,503,989</b> | <b>\$ 1,232,101</b>              | <b>\$ 816,480</b>                | <b>\$ 3,552,570</b> |
| <b>TOTAL LIABILITIES &amp; FUND BALANCES</b> | <b>\$ 1,650,991</b> | <b>\$ 1,232,101</b>              | <b>\$ 816,480</b>                | <b>\$ 3,699,572</b> |

**HARMONY**

Community Development District

**General Fund**

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

| ACCOUNT DESCRIPTION                   | ANNUAL<br>ADOPTED<br>BUDGET | YEAR TO DATE<br>BUDGET | YEAR TO DATE<br>ACTUAL | VARIANCE (\$)<br>FAV(UNFAV) |
|---------------------------------------|-----------------------------|------------------------|------------------------|-----------------------------|
| <b><u>REVENUES</u></b>                |                             |                        |                        |                             |
| Interest - Investments                | \$ 9,381                    | \$ 9,381               | \$ 3,266               | \$ (6,115)                  |
| Interest - Tax Collector              | -                           | -                      | 1,706                  | 1,706                       |
| Rental Income                         | -                           | -                      | 465                    | 465                         |
| 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          | -                           | -                      | 249                    | 249                         |
| Access Cards                          | 1,500                       | 1,500                  | 1,720                  | 220                         |
| Facility Revenue                      | 500                         | 500                    | 200                    | (300)                       |
| User Facility Revenue                 | 5,000                       | 5,000                  | 23,315                 | 18,315                      |
| <b>TOTAL REVENUES</b>                 | <b>1,795,111</b>            | <b>1,795,111</b>       | <b>1,834,060</b>       | <b>38,949</b>               |
| <b><u>EXPENDITURES</u></b>            |                             |                        |                        |                             |
| <b><u>Administration</u></b>          |                             |                        |                        |                             |
| P/R-Board of Supervisors              | 12,000                      | 12,000                 | 11,800                 | 200                         |
| FICA Taxes                            | 918                         | 918                    | 924                    | (6)                         |
| ProfServ-Arbitrage Rebate             | 1,200                       | 1,200                  | 1,200                  | -                           |
| ProfServ-Dissemination Agent          | 1,500                       | 1,500                  | 1,500                  | -                           |
| ProfServ-Engineering                  | 9,500                       | 9,500                  | 43,554                 | (34,054)                    |
| ProfServ-Legal Services               | 90,000                      | 90,000                 | 76,312                 | 13,688                      |
| ProfServ-Mgmt Consulting              | 67,200                      | 67,200                 | 67,200                 | -                           |
| ProfServ-Property Appraiser           | 392                         | 392                    | 438                    | (46)                        |
| ProfServ-Recording Secretary          | -                           | -                      | 1,100                  | (1,100)                     |
| ProfServ-Special Assessment           | 8,822                       | 8,822                  | 8,822                  | -                           |
| ProfServ-Trustee Fees                 | 10,160                      | 10,160                 | 10,160                 | -                           |
| Auditing Services                     | 4,600                       | 4,600                  | 4,400                  | 200                         |
| Postage and Freight                   | 1,200                       | 1,200                  | 1,500                  | (300)                       |
| 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                       | 1,000                  | 574                    | 426                         |
| Legal Advertising                     | 1,000                       | 1,000                  | 998                    | 2                           |
| Misc-Records Storage                  | 150                         | 150                    | -                      | 150                         |
| Misc-Assessment Collection Cost       | 37,524                      | 37,524                 | 36,056                 | 1,468                       |
| Misc-Contingency                      | 5,000                       | 5,000                  | 2,611                  | 2,389                       |
| Office Supplies                       | 50                          | 50                     | -                      | 50                          |
| Annual District Filing Fee            | 175                         | 175                    | 175                    | -                           |
| <b>Total Administration</b>           | <b>281,168</b>              | <b>281,168</b>         | <b>297,312</b>         | <b>(16,144)</b>             |
| <b><u>Field</u></b>                   |                             |                        |                        |                             |
| ProfServ-Field Management             | 295,000                     | 295,000                | 303,346                | (8,346)                     |
| <b>Total Field</b>                    | <b>295,000</b>              | <b>295,000</b>         | <b>303,346</b>         | <b>(8,346)</b>              |

**HARMONY**

Community Development District

**General Fund**

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

| ACCOUNT DESCRIPTION                       | ANNUAL<br>ADOPTED<br>BUDGET | YEAR TO DATE<br>BUDGET | YEAR TO DATE<br>ACTUAL | VARIANCE (\$)<br>FAV(UNFAV) |
|---|-----------------------------|------------------------|------------------------|-----------------------------|
| <b><u>Landscape Services</u></b>          |                             |                        |                        |                             |
| Contracts-Mulch                           | 61,000                      | 61,000                 | 60,516                 | 484                         |
| Contracts-Irrigation                      | -                           | -                      | 13,200                 | (13,200)                    |
| Contracts - Landscape                     | 267,000                     | 267,000                | 306,148                | (39,148)                    |
| Cntrs-Shrub/Grnd Cover Annual Svc         | 158,000                     | 158,000                | 157,183                | 817                         |
| R&M-Irrigation                            | 15,000                      | 15,000                 | 12,298                 | 2,702                       |
| R&M-Trees and Trimming                    | 40,000                      | 40,000                 | 9,065                  | 30,935                      |
| Miscellaneous Services                    | 32,000                      | 32,000                 | 21,592                 | 10,408                      |
| <b>Total Landscape Services</b>           | <b>573,000</b>              | <b>573,000</b>         | <b>580,002</b>         | <b>(7,002)</b>              |
| <b><u>Utilities</u></b>                   |                             |                        |                        |                             |
| Electricity - General                     | 35,000                      | 35,000                 | 35,546                 | (546)                       |
| Electricity - Streetlights                | 90,000                      | 90,000                 | 102,284                | (12,284)                    |
| Utility - Water & Sewer                   | 140,000                     | 140,000                | 111,030                | 28,970                      |
| <b>Total Utilities</b>                    | <b>265,000</b>              | <b>265,000</b>         | <b>248,860</b>         | <b>16,140</b>               |
| <b><u>Operation &amp; Maintenance</u></b> |                             |                        |                        |                             |
| Communication - Telephone                 | 5,500                       | 5,500                  | 4,437                  | 1,063                       |
| Utility - Refuse Removal                  | 3,000                       | 3,000                  | 2,745                  | 255                         |
| R&M-Ponds                                 | 10,000                      | 10,000                 | 1,085                  | 8,915                       |
| R&M-Pools                                 | 35,000                      | 35,000                 | 22,699                 | 12,301                      |
| R&M-Roads & Alleyways                     | 2,000                       | 2,000                  | -                      | 2,000                       |
| R&M-Sidewalks                             | 15,000                      | 15,000                 | 92                     | 14,908                      |
| R&M-Vehicles                              | 15,000                      | 15,000                 | 6,574                  | 8,426                       |
| R&M-User Supported Facility               | 20,000                      | 20,000                 | 7,570                  | 12,430                      |
| R&M-Equipment Boats                       | 6,000                       | 6,000                  | 3,536                  | 2,464                       |
| R&M-Parks & Facilities                    | 35,000                      | 35,000                 | 22,776                 | 12,224                      |
| Miscellaneous Services                    | 2,000                       | 2,000                  | 129                    | 1,871                       |
| Misc-Contingency                          | 10,000                      | 10,000                 | 9,736                  | 264                         |
| Misc-Security Enhancements                | 6,500                       | 6,500                  | 3,107                  | 3,393                       |
| Op Supplies - Fuel, Oil                   | 5,000                       | 5,000                  | 1,971                  | 3,029                       |
| 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                 | 46,945                 | (16,945)                    |
| Reserve - Sidewalks & Alleyways           | 60,000                      | 60,000                 | 21,724                 | 38,276                      |
| <b>Total Operation &amp; Maintenance</b>  | <b>280,000</b>              | <b>280,000</b>         | <b>196,036</b>         | <b>83,964</b>               |

**HARMONY**

Community Development District

**General Fund**

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

| ACCOUNT DESCRIPTION                          | ANNUAL<br>ADOPTED<br>BUDGET | YEAR TO DATE<br>BUDGET | YEAR TO DATE<br>ACTUAL | VARIANCE (\$)<br>FAV(UNFAV) |
|--|-----------------------------|------------------------|------------------------|-----------------------------|
| <b><u>Debt Service</u></b>                   |                             |                        |                        |                             |
| Principal Debt Retirement                    | -                           | -                      | 12,260                 | (12,260)                    |
| Interest Expense                             | -                           | -                      | 14,340                 | (14,340)                    |
| <b>Total Debt Service</b>                    | -                           | -                      | 26,600                 | (26,600)                    |
| <br>   |                             |                        |                        |                             |
| <b>TOTAL EXPENDITURES</b>                    | <b>1,694,168</b>            | <b>1,694,168</b>       | <b>1,652,156</b>       | <b>42,012</b>               |
| <br>   |                             |                        |                        |                             |
| Excess (deficiency) of revenues              |                             |                        |                        |                             |
| Over (under) expenditures                    | 100,943                     | 100,943                | 181,904                | 80,961                      |
| <br>   |                             |                        |                        |                             |
| <b><u>OTHER FINANCING SOURCES (USES)</u></b> |                             |                        |                        |                             |
| Operating Transfers-Out                      | (26,600)                    | (26,600)               | -                      | 26,600                      |
| Contribution to (Use of) Fund Balance        | 74,343                      | -                      | -                      | -                           |
| <b>TOTAL FINANCING SOURCES (USES)</b>        | <b>47,743</b>               | <b>(26,600)</b>        | <b>-</b>               | <b>26,600</b>               |
| <br>   |                             |                        |                        |                             |
| Net change in fund balance                   | \$ 74,343                   | \$ 74,343              | \$ 181,904             | \$ 107,561                  |
| <br>   |                             |                        |                        |                             |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2020)</b> | <b>1,322,085</b>            | <b>1,322,085</b>       | <b>1,322,085</b>       |                             |
| <b>FUND BALANCE, ENDING</b>                  | <b>\$ 1,396,428</b>         | <b>\$ 1,396,428</b>    | <b>\$ 1,503,989</b>    |                             |

**HARMONY**

Community Development District

**Series 2014 Debt Service Fund**

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

| ACCOUNT DESCRIPTION  | ANNUAL<br>ADOPTED<br>BUDGET | YEAR TO DATE<br>BUDGET | YEAR TO DATE<br>ACTUAL | VARIANCE (\$)<br>FAV(UNFAV) |
|--|-----------------------------|------------------------|------------------------|-----------------------------|
| <b><u>REVENUES</u></b>                                       |                             |                        |                        |                             |
| Interest - Investments                                       | \$ 3,114                    | \$ 3,114               | \$ 72                  | \$ (3,042)                  |
| 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                      |
| <b>TOTAL REVENUES</b>  | <b>1,198,929</b>            | <b>1,198,929</b>       | <b>1,319,666</b>       | <b>120,737</b>              |
| <b><u>EXPENDITURES</u></b>                                   |                             |                        |                        |                             |
| <b><u>Administration</u></b>                                 |                             |                        |                        |                             |
| Misc-Assessment Collection Cost                              | 24,913                      | 24,913                 | 24,173                 | 740                         |
| <b>Total Administration</b>                                  | <b>24,913</b>               | <b>24,913</b>          | <b>24,173</b>          | <b>740</b>                  |
| <b><u>Debt Service</u></b>                                   |                             |                        |                        |                             |
| Principal Debt Retirement                                    | 640,000                     | 640,000                | 640,000                | -                           |
| Principal Prepayments  | -                           | -                      | 125,000                | (125,000)                   |
| Interest Expense   | 535,800                     | 535,800                | 535,144                | 656                         |
| <b>Total Debt Service</b>                                    | <b>1,175,800</b>            | <b>1,175,800</b>       | <b>1,300,144</b>       | <b>(124,344)</b>            |
| <b>TOTAL EXPENDITURES</b>                                    | <b>1,200,713</b>            | <b>1,200,713</b>       | <b>1,324,317</b>       | <b>(123,604)</b>            |
| Excess (deficiency) of revenues<br>Over (under) expenditures | (1,784)                     | (1,784)                | (4,651)                | (2,867)                     |
| <b><u>OTHER FINANCING SOURCES (USES)</u></b>                 |                             |                        |                        |                             |
| Contribution to (Use of) Fund Balance                        | (1,784)                     | -                      | -                      | -                           |
| <b>TOTAL FINANCING SOURCES (USES)</b>                        | <b>(1,784)</b>              | <b>-</b>               | <b>-</b>               | <b>-</b>                    |
| Net change in fund balance                                   | \$ (1,784)                  | \$ (1,784)             | \$ (4,651)             | \$ (2,867)                  |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2020)</b>                 | <b>1,236,752</b>            | <b>1,236,752</b>       | <b>1,236,752</b>       |                             |
| <b>FUND BALANCE, ENDING</b>                                  | <b>\$ 1,234,968</b>         | <b>\$ 1,234,968</b>    | <b>\$ 1,232,101</b>    |                             |



**HARMONY**

Community Development District

**Series 2015 Debt Service Fund**

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

| ACCOUNT DESCRIPTION  | ANNUAL<br>ADOPTED<br>BUDGET | YEAR TO DATE<br>BUDGET | YEAR TO DATE<br>ACTUAL | VARIANCE (\$)<br>FAV(UNFAV) |
|--|-----------------------------|------------------------|------------------------|-----------------------------|
| <b>REVENUES</b>  |                             |                        |                        |                             |
| Interest - Investments                                       | \$ 2,270                    | \$ 2,270               | \$ 43                  | \$ (2,227)                  |
| Special Assmnts- Tax Collector                               | 908,123                     | 908,123                | 867,673                | (40,450)                    |
| Special Assmnts- Other                                       | -                           | -                      | 26,600                 | 26,600                      |
| Special Assmnts- Prepayment                                  | -                           | -                      | 284,977                | 284,977                     |
| Special Assmnts- Discounts                                   | (36,325)                    | (36,325)               | (24,241)               | 12,084                      |
| <b>TOTAL REVENUES</b>  | <b>874,068</b>              | <b>874,068</b>         | <b>1,155,052</b>       | <b>280,984</b>              |
| <b>EXPENDITURES</b>  |                             |                        |                        |                             |
| <b>Administration</b>  |                             |                        |                        |                             |
| Misc-Assessment Collection Cost                              | 18,162                      | 18,162                 | 16,876                 | 1,286                       |
| <b>Total Administration</b>                                  | <b>18,162</b>               | <b>18,162</b>          | <b>16,876</b>          | <b>1,286</b>                |
| <b>Debt Service</b>  |                             |                        |                        |                             |
| 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                       |
| <b>Total Debt Service</b>                                    | <b>866,838</b>              | <b>866,838</b>         | <b>1,303,384</b>       | <b>(436,546)</b>            |
| <b>TOTAL EXPENDITURES</b>                                    | <b>885,000</b>              | <b>885,000</b>         | <b>1,320,260</b>       | <b>(435,260)</b>            |
| Excess (deficiency) of revenues<br>Over (under) expenditures | (10,932)                    | (10,932)               | (165,208)              | (154,276)                   |
| <b>OTHER FINANCING SOURCES (USES)</b>                        |                             |                        |                        |                             |
| Interfund Transfer - In                                      | 26,600                      | 26,600                 | -                      | (26,600)                    |
| Contribution to (Use of) Fund Balance                        | 15,668                      | -                      | -                      | -                           |
| <b>TOTAL FINANCING SOURCES (USES)</b>                        | <b>42,268</b>               | <b>26,600</b>          | <b>-</b>               | <b>(26,600)</b>             |
| Net change in fund balance                                   | \$ 15,668                   | \$ 15,668              | \$ (165,208)           | \$ (180,876)                |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2020)</b>                 | <b>981,688</b>              | <b>981,688</b>         | <b>981,688</b>         |                             |
| <b>FUND BALANCE, ENDING</b>                                  | <b>\$ 997,356</b>           | <b>\$ 997,356</b>      | <b>\$ 816,480</b>      |                             |

**HARMONY**

Community Development District

**Supporting Schedules**

**September 30, 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**

| Date Received                     | Net Amount Received | Discount/ (Penalties) Amount | Collection Cost  | Gross Amount Received | Allocation by Fund  |                               |                               |
|-----------------------------------|---------------------|------------------------------|------------------|-----------------------|---------------------|-------------------------------|-------------------------------|
|                                   |                     |                              |                  |                       | General Fund        | Series 2014 Debt Service Fund | Series 2015 Debt Service Fund |
| <b>ASSESSMENTS LEVIED FY 2021</b> |                     |                              |                  | \$ 3,964,294          | \$ 1,853,780        | \$ 1,242,841                  | \$ 867,673                    |
| Allocation %                      |                     |                              |                  | 100%                  | 46.76%              | 31.35%                        | 21.89%                        |
| 11/06/20                          | 15,669              | 848                          | 320              | 16,837                | 7,873               | 5,279                         | 3,685                         |
| 11/19/20                          | 202,796             | 8,622                        | 4,139            | 215,557               | 100,799             | 67,579                        | 47,179                        |
| 12/07/20                          | 2,112,191           | 89,804                       | 43,106           | 2,245,102             | 1,049,853           | 703,859                       | 491,390                       |
| 12/22/20                          | 211,731             | 8,632                        | 4,321            | 224,684               | 105,067             | 70,440                        | 49,177                        |
| 01/08/21                          | 52,144              | 1,646                        | 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                        |
| <b>TOTAL</b>                      | <b>\$ 3,776,434</b> | <b>\$ 110,755</b>            | <b>\$ 77,105</b> | <b>\$ 3,964,294</b>   | <b>\$ 1,853,780</b> | <b>\$ 1,242,841</b>           | <b>\$ 867,673</b>             |

Collected in % 100%

|                          |      |      |      |      |
|--------------------------|------|------|------|------|
| <b>TOTAL OUTSTANDING</b> | \$ - | \$ - | \$ - | \$ - |
|--------------------------|------|------|------|------|

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

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

**HARMONY**  
Community Development District

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

|                     |
|---------------------|
| <b>General Fund</b> |
|---------------------|

| <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%        | \$391,338       |
| Money Market Account        | BankUnited       | Money Market Account   | n/a             | 0.15%        | \$1,259,653     |
|                             |                  |                        |                 |              | <b>Subtotal</b> |
|                             |                  |                        |                 |              | \$1,650,991     |

|  |
|--|
| <b>Debt Service and Capital Projects Funds</b> |
|--|

| <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%       | \$612,541          |
| Series 2015 Prepayment Fund | US Bank          | US Bank Open-Ended Commercial Paper  | n/a             | 0.005%       | \$162,844          |
| 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%       | \$313,636          |
|                             |                  |                                      |                 |              | <b>Subtotal</b>    |
|                             |                  |                                      |                 |              | \$2,048,581        |
|                             |                  |                                      |                 |              | <b>Total</b>       |
|                             |                  |                                      |                 |              | <b>\$3,699,572</b> |

**4D.**

## Harmony

Community Development District

General Fund

**Invoice Approval Report # 258**

**October 19, 2021**

| Payee  | Invoice Number      | A= Approval<br>R= Ratification | Invoice Amount |
|--|---------------------|--------------------------------|----------------|
| BRIGHT HOUSE NETWORKS - ACH                                | 028483401090721 ACH | R                              | \$ 123.98      |
|  | 028483501093021 ACH | R                              | \$ 109.98      |
|  | Vendor Total        |                                | \$ 233.96      |
| CEPRA LANDSCAPE, LLC                                       | 25948               | R                              | \$ 8,892.00    |
|  |                     | Vendor Total                   |                |
| DEPARTMENT OF ECONOMIC OPPORTUNITY                         | 84124               | R                              | \$ 175.00      |
|  |                     | Vendor Total                   |                |
| EGIS INSURANCE ADVISORS, LLC                               | 14816               | R                              | \$ 18,281.00   |
|  |                     | Vendor Total                   |                |
| FEDEX  | 7-507-52611         | R                              | \$ 32.13       |
|  |                     | Vendor Total                   |                |
| FLAG WORLD, INC.   | 26514               | R                              | \$ 447.00      |
|  |                     | Vendor Total                   |                |
| HARMONY CDD  | 100421              | R                              | \$ 375,000.00  |
|  |                     | Vendor Total                   |                |
| HOLIDAY CHEVROLET, LLC<br>dba STARLING CHEVROLET BUICK     | 101121              | R                              | \$ 2,283.76    |
|  |                     | Vendor Total                   |                |
| INFRAMARK  | 68832               | R                              | \$ 37,410.73   |
|  |                     | Vendor Total                   |                |
| K& D CONCRETE Inc.   | 211                 | R                              | \$ 9,000.00    |
|  | 210                 | R                              | \$ 4,000.00    |
|  | Vendor Total        |                                | \$ 13,000.00   |
| KISSIMMEE MOTORSPORTS INC.<br>dba STARLING CHEVROLET BUICK | 66636               | R                              | \$ 2,570.00    |
|  |                     | Vendor Total                   |                |
| ORLANDO UTILITIES COMMISSION-ACH                           | 090921-9921 ACH     | R                              | \$ 10,906.43   |
|  |                     | Vendor Total                   |                |
| PEGASUS ENGINEERING, LLC                                   | 225712              | A                              | \$ 3,500.00    |
|  |                     | Vendor Total                   |                |
| PINEY BRANCH MOTORS INC - ACH<br>dba ALLIED TRAILERS       | RI1100502 ACH       | R                              | \$ 490.00      |
|  | RI1100503 ACH       | R                              | \$ 90.00       |
|  | Vendor Total        |                                | \$ 580.00      |

## Harmony

Community Development District

General Fund

### Invoice Approval Report # 258

**October 19, 2021**

| Payee  | Invoice Number  | A= Approval<br>R= Ratification | Invoice Amount |
|--|-----------------|--------------------------------|----------------|
| <b>POOLSURE</b>                                      | 101295622698    | R                              | \$ 60.00       |
|  | 101295622699    | R                              | \$ 35.00       |
|  | 101295623421    | R                              | \$ 360.00      |
|  | Vendor Total    |                                | \$ 455.00      |
| <b>SERVELLO &amp; SONS INC</b>                       | 20283           | R                              | \$ 957.35      |
|  | 20406           | R                              | \$ 678.62      |
|  | 20429           | R                              | \$ 421.48      |
|  | 20438           | R                              | \$ 1,150.00    |
|  | 20452           | R                              | \$ 373.75      |
| Vendor Total   |                 | \$ 3,581.20                    |                |
| <b>SPIES POOL LLC</b>                                | 373723          | R                              | \$ 1,175.00    |
|  | 373724          | R                              | \$ 345.00      |
|  | 373725          | R                              | \$ 875.00      |
| Vendor Total   |                 | \$ 2,395.00                    |                |
| <b>SUN PUBLICATIONS<br/>dba OSCEOLA NEWS-GAZETTE</b> | 324971          | R                              | \$ 66.83       |
|  | 326979          | R                              | \$ 68.34       |
| Vendor Total   |                 | \$ 135.17                      |                |
| <b>TEM SYSTEMS, INC.</b>                             | INV17207        | R                              | \$ 2,508.50    |
|  | Vendor Total    |                                | \$ 2,508.50    |
| <b>TOHO MARINE &amp; OUTDOORS LLC</b>                | 01-27823        | R                              | \$ 926.00      |
|  | Vendor Total    |                                | \$ 926.00      |
| <b>TOHO WATER AUTHORITY - ACH</b>                    | 070121-8389 ACH | R                              | \$ 474.12      |
|  | 090121-8389 ACH | R                              | \$ 281.84      |
|  | 091921 ACH      | R                              | \$ 15,813.05   |
| Vendor Total   |                 | \$ 16,569.01                   |                |
| <b>WASTE CONNECTIONS OF FL.</b>                      | 1352935         | R                              | \$ 240.00      |
|  | Vendor Total    |                                | \$ 240.00      |
| <b>YOUNG QUALLS, P.A.</b>                            | 16339           | A                              | \$ 4,520.50    |
|  | Vendor Total    |                                | \$ 4,520.50    |

**Total Invoices \$ 504,642.39**

**4E.**



**HARMONY  
COMMUNITY DEVELOPMENT DISTRICT**

**Motion: Assigning Fund Balance as of 9/30/21**

The Board hereby assigns the FY 2021 Reserves per September 30, 2021 Balance sheet as follows:

|                                  |           |
|----------------------------------|-----------|
| Operating Reserve                | \$401,042 |
| Reserves - Renewal & Replacement | \$ 23,270 |
| Reserves - Sidewalks & Alleyways | \$251,484 |
| Reserves - Uninsured Repairs     | \$ 50,000 |

## **Fifth Order of Business**

**5A**







**Scope of work Ashley Park pool.**

**A site visit is required.**

**Drain pool the proper way.**

**Remove all existing loose quartz.**

**Prepare surface for new finish by cleaning and acid wash.**

**Replace all existing tiles with new tile up to code.**

**Apply proper bond coat.**

**Apply quartz finish**

**Clean and vacuum pool before filling.**

**Fill pool and have pool chemically balanced.**

**Assess for leaking at troubled area west side.**

**Clear and clean pool area for use.**

**Project Start January 2022**

**Thanks**

**Gerhard van der Snel.**

**COPY**

- Commercial Swimming Pool Chemicals & Supplies
- Chlorine for Treatment of Drinking & Waste Water



- Parts, Repairs and Renovations  
Lic # CP C043205
- Pool Heater Sales and Repair  
Lic # 12152

HARMONY – ASHLEY PARK  
7124 HARMONY SQUARE DR. S  
ST. CLOUD, FL. 34773

09/08/21

ATTN: GERHARD

RESURFACE POOL WITH EXPOSED QUARTZ FINISH, INSTALL NEW NON-SKID TILE ON THE WATERLINE AND STEPS. OPTIONAL EXTRAS TO INSTALL NEW TILE ON THE INSIDE BEAM, TO INSTALL NEW LED LIGHTING FIXTURES AND REPLACE TOP OF THE BEAM MARKER TILE STATIONS.

#### SCOPE OF WORK FOR POOL AREA

- DRAIN POOL
- CHIP OFF LOOSE AND DELAMINATED MATERIAL UP TO 150 SQ. FT
- DIAMOND SAW CUT AND BEVEL EXISTING FINISH APPROXIMATELY 1 ½'-2" WIDE, AROUND ALL WALL PENETRATIONS, (INCLUDING LIGHTS, MAIN DRAINS AND RETURN LINE FITTINGS, VACUUM LINES) AND NEXT TO TILE TO PROVIDE FULL DEPTH AND FLUSH INSTALLATION OF THE NEW FINISH
- CHIP AND REMOVE NEEDED SURFACE FROM GUTTER TO ACHIEVE 2" SLOPE FROM THE FRONT TO THE BACK OF THE GUTTER (PER STATE CODE)
- 4,000 PSI PRESSURE WASH ENTIRE POOL SURFACE
- ACID WASH
- RETILE THE WATERLINE INSTALL NEW 2"X6" SKID-RESISTANT TILE SET TO A 2" PITCH FROM THE FRONT TO THE BACK OF THE GUTTER (PER FBC 454)
- INSTALL NEW 2"X6" CONTRASTING SKID-RESISTANT STEP TILE ON STEPS (PER FBC 454)
- APPLY BOND KOTE TO PREPARE OLD SURFACE (COVERING FLOOR, GUTTER, AND WALLS)
- REPLACE THE 2 - 12" X 12" MAIN DRAIN FRAME AND GRATE WITH NEW VGBA APPROVED GRATE
- RESURFACE POOL WITH SMOOTH, MONOLITHIC LAYER OF EXPOSED QUARTZ FINISH (3/8" TO ½" THICK)
- REMOVE ALL WASTE FROM JOB
- REFILL POOL WITH YOUR WATER, COMPLETELY BALANCE THE WATER CHEMISTRY, START UP SYSTEM, INSTRUCT YOUR OPERATOR IN THE PROPER TECHNIQUE OF CARING FOR THE NEW FINISH

#### POOL RESURFACING

- LIMITED 5YR. MANUFACTURER WARRANTY (POOL FINISH ONLY) ALL OTHER MATERIALS AND LABOR 1 YEAR WARRANTY

TOTAL: \$20,425.00

801 Sawdust Trail  
Kissimmee, FL 34744



407-847-2771  
Fax 407-847-8242

[www.spiespool.com](http://www.spiespool.com)

**COPY**

- Commercial Swimming Pool Chemicals & Supplies
- Chlorine for Treatment of Drinking & Waste Water



- Parts, Repairs and Renovations  
Lic # CP C043205
- Pool Heater Sales and Repair  
Lic # 12152

OPTION #1:

- INSTALL 3 NEW 300W EQUIVALENT PENTAIR INTELLIBRITE LED LIGHTING FIXTURES IN EXISTING LIGHT NICHES. MANUFACTURER STATES AN 86% ENERGY COST SAVINGS.
- *(ANY WORK TO EXISTING LIGHTING SYSTEM, I.E. TRANSFORMERS, CONDUITS, BOND WIRE , ETC. ARE NOT INCLUDED. IF ANY ADDITIONAL WORK IS NEEDED, A PROPOSAL WILL BE PROVIDED BEFORE WORK IS COMPLETED.)*

TOTAL : \$2,730.00

OPTION #2:

- RETILE THE INSIDE BEAM. INSTALL NEW 6"X6" TILE WITH NEW DEPTH MARKER TILE IN EXISTING LOCATIONS.

TOTAL : \$2,645.00

OPTION #3:

- TOP OF THE BEAM MARKER. INSTALL NEW 6"X6" SKID-RESISTANT DEPTH AND INTERNATIONAL NO DIVING TILE IN EXISTING LOCATIONS.

TOTAL : \$1,070.00

**\*\*NOTE: THE POOL DECK AREA WILL NEED TO BE CLOSED WHILE THE REFINISHING IS BEING DONE.**

THE PROJECT WILL TAKE 10- 15 WORKING DAYS TO COMPLETE. WEATHER AND GROUNDWATER CONDITIONS MAY INCREASE THE LENGTH OF THE JOB. WE DO REQUIRE A PAYMENT SCHEDULE WITH A 50% DEPOSIT DUE UPON RECEIVING A COPY OF THE SIGNED CONTRACT AND THE REMAINING 50% DUE UPON COMPLETION AND SUBMITTAL OF OUR FINAL INVOICE. PLEASE HAVE AN AUTHORIZED PERSON SIGN THE QUOTE; RETURN AN EXECUTED SET TO US FOR CONVENIENT SCHEDULING OF THE WORK. IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CALL ME.

\*THIS QUOTE IS GOOD FOR 30 DAYS  
ACCEPTED AND AGREED:

REGARDS,

DEREK SCHWAN  
PROJECT MANAGER  
SPIES POOL, LLC.  
CP C043205

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

OPTION #1 \_\_\_\_\_ OPTION #2 \_\_\_\_\_

OPTION #3 \_\_\_\_\_

**801 Sawdust Trail  
Kissimmee, FL 34744**



**407-847-2771  
Fax 407-847-8242**

[www.spiespool.com](http://www.spiespool.com)



**COPY**

- Commercial Swimming Pool Chemicals & Supplies
- Chlorine for Treatment of Drinking & Waste Water



- Parts, Repairs and Renovations  
Lic # CP C043205
- Pool Heater Sales and Repair  
Lic # 12152

**References**

- 1) City of St. Cloud  
3001 17<sup>th</sup> Street  
St. Cloud, FL 34769  
407-908-9835 – Sandra Chalker  
[sandra.chalker@stcloud.org](mailto:sandra.chalker@stcloud.org)
  
- 2) Marriott Cypress Harbour Resort  
11251 Harbour Villa Road  
Orlando, FL 32821  
407-238-6181 – John Hill  
[John.hill@vacationclub.com](mailto:John.hill@vacationclub.com)
  
- 3) Reunion Resorts – Seven Eagles  
7500 gathering Drive  
Reunion, FL 34747  
407-398-2890 - Alan Scheerer  
[ascheerer@gmscfl.com](mailto:ascheerer@gmscfl.com)

**801 Sawdust Trail  
Kissimmee, FL 34744**



**407-847-2771  
Fax 407-847-8242**

**www.spiespool.com**

## Estimate

P.O. Box 700604  
St. CCloud, FL 34770

| Date      | Estimate No. |
|-----------|--------------|
| 9/27/2021 | 2055         |

| Phone #      | Lic #       |
|--------------|-------------|
| 407-460-6009 | CPC 1458511 |

| E-mail                  |
|-------------------------|
| bluescapepool@yahoo.com |

**Name/Address**

Harmony Community Development District  
3500 Harmony Square Dr West  
Harmony Fl 34773

| Description  | Qty | Rate      | Total              |
|--|-----|-----------|--------------------|
| Refinish of pool plaster Ashley Park Pool<br>**Includes draining pool,, Preparation of finish,<br>Removal of loose material up to 10%. Bond Kote,<br>Plaster Installation, Refill pool with water and Initial<br>chemicals for new plaster. Also included, New main<br>drain cover/covers and new return Jet fittings.Miami<br>Blue Quartz | 1   | 14,700.00 | 14,700.00          |
| Tile Replacement gutterline tile with 6X6 Traditional<br>color tile including depth marker tiles<br>*****Includes material and labor for installation of tile<br>.Removal of existing tile before new tile installation  | 1   | 3,780.00  | 3,780.00           |
| Tile Replacement of water line tile with 6x6 Bullnose<br>tile<br>*****Includes material and labor for installation of tile.<br>Removal of existing tile before new tile installation   | 1   | 3,045.00  | 3,045.00           |
| Tile Replacement of all step tile with Non skid 2X6<br>Bullnose tile required by FL code<br>*****Includes material and labor for installation of tile  | 1   | 1,680.00  | 1,680.00           |
| 1 year warranty on labor. 5 Year warranty on plaster<br>material   |     |           |                    |
| <b>Total</b>   |     |           | <b>\$23,205.00</b> |

Parts warranty: all parts as recorded are warranted as per manufacturer specifications.  
Labor guarantee: the labor charged as recorded here relative to the equipment serviced as noted, is guaranteed for a period of 30 days. We do not, of course, guarantee other parts than those we install. If repair later becomes necessary due to other defective parts, they will be charged separately. i/we, the owners of the premises mentioned above hereby authorize you to furnish all necessary materials, labor, and workmanship to install, construct and place the improvements above described.  
Construction work will have 1 year warranty on labor.  
It is agreed that Bluescape Pools & Spas will retain title to any equipment or material furnished until final and complete payment is made, and if settlement is not made as agreed, the seller, shall have the right to remove same and seller will be held harmless for any damages resulting from the removal thereof.

50% Deposit will be required before starting jobs that are \$500.00 or more. Jobs that total more than \$5000.00 will require payment schedule. No credit card Payment on jobs more than \$1000.00

\_\_\_\_\_  
Customer Signature

**COPY**



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# ESTIMATE & SERVICES AGREEMENT

Yes, We Finance! | 18 Months Interest Free...

**The Pool Specialist | State License #: CPC1458876**  
 1211 E Donegan Ave  
 Kissimmee, Florida 34744  
 United States

4074328664  
[www.thepoolspecialist.com](http://www.thepoolspecialist.com)

**BILL TO**  
**Julie Yevich**  
 7124 Harmony Square Drive South  
 St. Cloud, Florida 34773  
 United States  
  
 (407) 818-6026  
 Julie.Yevich@inframark.com

**Estimate Number:** 2849  
**Estimate Date:** September 28, 2021  
**Expires On:** October 13, 2021  
**Grand Total (USD):** \$23,688.00

| Product   | Quantity | Price       | Amount      |
|---|----------|-------------|-------------|
| Ashley Park Pool<br>Commercial pool resurfacing<br>Finish: Miami Blue | 1        | \$16,958.00 | \$16,958.00 |

Gutter perimeter: 163  
 Pool Width x Length: 51x31 + 20x10  
 Pool Surface Area: 1781  
 Total Interior Square Feet: 2433

- Scope of Resurfacing Prep & Plaster Work:**
- Pool/spa is drained/ Hydrostatic plug is pulled.
  - Bonding agent is applied.
  - If re-tiling the tiles are removed and tiling we start soon after.
  - Once all the prep, tiling and any other necessary work has been completed the pool/spa is scheduled for plastering.
  - The pool/spa plastering material is hand-troweled to a smooth finish followed by exposure process and water filling.

**Packaged Total: \$16958.00**  
 Upgrade to Cove Blue Pearl: Additional \$3950.00



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| Product  | Quantity | Price      | Amount     |
|--|----------|------------|------------|
| <b>Commercial Pool Re-tiling</b><br>Pool total linear feet of tiles: 404 | 1        | \$6,730.00 | \$6,730.00 |

Pool steps non-skid cap tiles total: 228  
 Depth markers to be replaced non-skid: 22  
 Depth markers to be replaced smooth: 22  
 Tile model: Ceramic 6x6  
 Non-skid cap tile color: TBD  
 Grout color: White

Scope of re-tiling work: Existing tiles are removed and the tile bed is prepared, we then install the waterline, gutter-line and step cap tiles and depth markers with thin-set mortar followed by grouting.

Once the tiling work is complete the pool/spa is prepped, bonding agent is applied and scheduled for plaster.

Packaged Total for Tiling: \$6730.00

|  |   |        |        |
|--|---|--------|--------|
| <b>Gate Codes &amp; Access Details</b><br>Please provide your community gate/access codes and property access details to avoid unnecessary reschedules/delays. | 1 | \$0.00 | \$0.00 |
|--|---|--------|--------|

Gate Code:

Property Access Details:

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| Product   | Quantity | Price  | Amount |
|---|----------|--------|--------|
| <b>Project Representative: Francisco Garcia</b><br>Please contact your project sales representative to discuss project scope of work, cost and process. | 1        | \$0.00 | \$0.00 |

Text and email preferred.

Email: [francisco@thepoolspecialist.com](mailto:francisco@thepoolspecialist.com)  
 Contact number: (407) 953-9427

**Note:** To start and schedule any work we need to know your official finish, tile, step inserts, deck, equipment choices and any additional work you would like done.  
 This avoids any error/delays.

To make the selection process easy we have included copy & paste links in each field.

If you have any questions please email them to me. If you would like to schedule a conference call to go over things please call/text me and we will make it happen.

**Total:** \$23,688.00

**Grand Total (USD):** \$23,688.00

**Notes / Terms**

Florida State Pool/Spa Contractor License #: CPC 1458876

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**Notes / Terms**

Please check the details of the work stated on this estimate and services agreement. To avoid any misunderstandings, the items and work specified and priced on this agreement form the basis of the items and work agreed at the subject property, this agreement takes precedence over all and any previous agreements, verbally or otherwise, and is considered the final statement of work and pricing agreed between the customer and The Pool Specialist of Florida, Inc.

Initial: \_\_\_\_\_

Once this estimate and services agreement has been approved and signed by the customer any changes orders/addendum's will subject to additional charges.

**In-Progress Sign:**

We place the sign in the yard a few days prior to the project start date to identify your property to all crew members and remove it a few days after the project has been completed. If this violates your community HOA rules, please let us know and we will kindly remove the sign.

Please provide your community gate/access codes and property access details to avoid unnecessary reschedules/delays.

Gate Code:

Property Access Details:

**Payment Schedules:**

We require 50% of the entire job balance prior to starting as a down payment.

Followed by a progress payment of 40% that must be paid once the prep/tiling has been completed prior to finishing stage to avoid scheduling delays.

The remaining 10% is due as soon as the swimming pool/spa has been finished, completely filled, and started up.

Payments made out to: The Pool Specialist

\_\_\_\_\_ I have read the entire contents of this estimate and services agreement and agree to them. I have also read and agree to all terms and conditions.

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

Print name: \_\_\_\_\_

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

**Terms and Conditions:**

This agreement shall constitute a binding contract in accordance with the terms on the first page and the following conditions. The laws of the state of Florida shall govern any dispute with respect to this contract, its terms, conditions, and enforcement.



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## Notes / Terms

The Pool Specialist of Florida, Inc. is not responsible for color variations due to dye lots or production run. Color may vary due to availability of raw materials, efflorescence, and other factors beyond the control of The Pool Specialist of Florida, Inc. Although the color pigments in concrete pavers have excellent durability and whether, ability depending on specific weather conditions, during the first year or two after installation efflorescence may form on the service of concrete pavers. Efflorescence is for the most part caused by the free calcium hydroxide within the pavers which then reacts with the carbon dioxide within the atmosphere to form a white calcium deposit, which is referred to as efflorescence. With further exposure, this in turn will be changed to a highly soluble calcium hydrogen, which will be washed away with rain.

On default by purchase of any of the provisions of the agreement, The Pool Specialist of Florida, Inc. shall have the option of refusing to perform under this and any other existing agreement between the parties that The Pool Specialist of Florida, Inc. may elect and The Pool Specialist of Florida, Inc. may also rescind any agreement between the parties and hold purchaser liable for all damages and losses occasioned thereby; or reselling, at public or private sale, undelivered goods foregoing options at its sole discretion. The Pool Specialist of Florida, Inc. shall not be liable to purchaser for any profit on any release, but purchaser shall remain liable to the seller for the difference between (1) the agreement price of the goods plus all the expenses of storage and resale, (2) the resale price of good, and (3) any preparatory site work performed on the job site. **DEPOSITS ARE NON\_REFUNDABLE.**

All material will be property of The Pool Specialist of Florida, Inc. until final payment has been received, and shall be subject to the Florida Mechanics Liens Law and the Uniform Commercial Code. Purchaser hereby grants Seller security interest in all materials used on the job site under the Uniform Commercial Code and shall have the right to remove them if full payment has not been received.

If invoice is not paid when due, interest will accrue at the rate of 1.5% per month (18% per annum). If after due dates, the account is placed in the hands of an attorney or collection agency for collection of all or part of the amount of invoice or invoices, the purchaser shall be liable for all costs of collection, including reasonable attorney's fees, whether or not said matter is brought to trial, and for all trial proceedings including levy, execution garnishment or any appeal.

## Customer Responsibilities:

The customer warrants that he owns the land upon which the materials are to be installed, or that he/she has full authority from the owner there of or all co-owners to enter in to this contract and the owner will indemnify and hold harmless the Seller in all matters arising on this account.

The customer agrees to supply the contractor with current and valid survey of customer/purchaser property. Further, the Customer agrees to verify the construction location dimensions and elevation after it is set by contractor's personnel, and accepts full responsibility for the same. Minor variations in dimensions or elevations shall not affect the validity of this contract, nor the customer's responsibility under it.

Unless otherwise stated herein, site preparation including removal or protection of trees, shrubs or other vegetation, removal of any underground sprinklers, pipeline, septic tanks or any other improvement affected by this construction shall be done by the customer.

Customer agrees that no claims may be filed under the warranty unless and until the indebtedness to the contractor has been paid in full.



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# ESTIMATE & SERVICES AGREEMENT

Yes, We Finance! | 18 Months Interest Free...

**The Pool Specialist | State License #: CPC1458876**

1211 E Donegan Ave  
Kissimmee, Florida 34744  
United States

4074328664

www.thepoolspecialist.com

## Notes / Terms

The customer shall grant the Seller ample access area for the equipment, personnel, and materials delivered to the site, and shall furnish adequate water and electric power and shall grant the right to store material and debris during the course of the construction. The customer assumes full responsibility for the clearance of or damage to anything in the area of access whether it is on the customer's property or that of a neighbor. The Seller is specifically held free of the responsibility of damage to landscaping sod, sidewalks, septic tanks, sewer lines, water lines, or other items above or below ground in the area of access and or construction.

It is agreed that the Seller shall be permitted to perform his work without interruptions and delays or any acts of negligence caused by the customer or the customer's representatives.

**Personal Property.** The customer agrees that all equipment and materials placed on this property for use in construction will remain the personal property of the seller until the sums due to the seller under his contract have been paid in full. Seller has the right to remove pavers, materials and installed equipment if full payments have not been satisfied after ADEMAND LETTER HAS BEEN MADE.

If a dispute arises out of this contract and if the dispute cannot be settled through negotiations, both The Pool Specialist of Florida, Inc. and the customer agree first to try in good faith to settle the dispute by mediation before resorting to litigation or other form of dispute resolution procedure, the parties agree that the fees for the mediation will be borne equally by the parties.

## Start-up/Fire-up – 30 Day Maintenance Requirements:

The pool/spa finish will start to hydrate immediately after application with the majority of hydration taking place within the first 30 days. This critical time period is when a finish is most susceptible to staining, scaling and discoloration. Proper start-up procedures including timely brushing and constant monitoring and adjusting of the pool/spa water is mandatory. It is safe to swim but there are strict product maintenance requirements which must be followed to prevent damage to your new finish. While bringing out the beauty of the exposed aggregates. All products manufactured are required to be brushed vigorously every day or two. To remove finish hydration which naturally occurs in the curing period. Brushing the hydration changes the PH of the water therefore test & adjust the PH with muriatic acid every time you brush. Don't use a wheeled vacuum cleaner for the first 30 days to prevent wheel marks in the new finish.

## Warranty Overview:

CL Industries, Florida Stucco, Sgm Diamond Brite and River Rok, Premix Marbelite and Pebble Tec finishes are warranted for five to ten (5-10) years from the manufacturer for material failure. See manufacturer's warranties for up to date details. The Pool Specialist of Florida, Inc. issues manufacture warranties for material failure for five to ten (5-10) years from the date of application on all resurfacing jobs for residential pools/spas and five 5 years for commercial pools/spas. Shade variations are inherent with all pool/spa finishes and are not warranted by either the product manufacturer or The Pool Specialist of Florida, Inc. All material/equipment warranties are through respective manufacturers. Manufacturer warranties may be for product labor and materials. Labor charges resulting from manufacturer warranted repairs are warranted for thirty (30) days. All warranties exclude damages due to fire, hurricanes, flood or other acts of nature or any physical abuse.

## Standard Payment Terms:



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# ESTIMATE & SERVICES AGREEMENT

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**The Pool Specialist | State License #: CPC1458876**

1211 E Donegan Ave  
Kissimmee, Florida 34744  
United States

4074328664

www.thepoolspecialist.com

**Notes / Terms**

All deposits are NON\_REFUNDABLE unless specified in writing by the contractor. All "Addendums" (Change Orders) require full payment at time of addendum acceptance and signing. All mosaics and glass tiles require full payment in advance as all mosaics and glass are special order and are not returnable. 50% deposit of the contract at signing, followed by a progress payment of 40% once the prep, tiling and any necessary work required prior resurfacing is complete, the remaining 10% of the contract on completion of work. Additions or Changes in the Contract Any changes or additions to this contract must be agreed upon in writing and signed by customer/purchaser, separate from this quotation/contract work order. Payment for all additions and/or changes are due according to the payment terms of the addendums(s).

**Complaint Resolution Process:**

The Pool Specialist is a serviced oriented organization and valid/reasonable complaints are dealt with in a professional manner. If you feel the work has not been properly executed or a few corrections are required we will be happy to work with you to correct the valid/reasonable complaint.

**While the work is in progress:**

If you have any complaints while the work is in progress please email us immediately so we may correct the issues before completion.

**Post completion:**

Per our service agreement once the pool/spa has been filled and started up the work is now complete and any necessary touch-ups or corrections will only be carried out after the final invoice balance has been paid.

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## Notes / Terms

The Pool Specialist of Florida, Inc. is to be held harmless for any defects or concealed damage resulting from prior contractors work. Interior finishing does not correct leaks. If your pool is leaking, we strongly recommend that the leak be located and fixed prior to or in conjunction with this pool/spa finishing project. Leak detection & repairs are additional costs and must be specified. Possible pool/spa system line leaks may occur as an unavoidable consequence from required draining and servicing. Homeowner understands and agrees The Pool Specialist of Florida, Inc. to be held harmless. Patching is a possible process and is temporary in nature and is therefore not warranted unless specified. Acid wash & re-grout of tile and/or coping is an "as possible" service and cannot be warranted. Re-occurrence of structural cracking (pool/spa or deck) cannot be warranted. Any authorizations, soil testing, engineering, permits applications and/or related fees, if required, (HOA, City, County, or State) are to be paid for by the property owner to the start of job unless otherwise specified and agreed to in writing. Property owner is aware that permits may be required and vary from municipality to municipality. Homeowner understands any additional labor or materials required by engineering or permitting which exceed contracted scope of work will be additional and to be paid by homeowner. Electrical hook-ups and related electrical items, if required are excluded from the contract and must be performed by a licensed electrician. Sandblasting, pump station & well water filter if required are additional and may only be determined after draining and proper inspections, unless otherwise noted. Excessive hollows over 25% of total surface area may dictate partial or complete surface failure and additional removal, preparation and/or material charges may result, which can only be determined after draining and proper inspection. Property owner understand that stain from sandblasting, if required, may remain after basic "house off" is performed and the tile may be damaged as an unavoidable consequence of sandblasting, fiber removal and/or epoxy removal and agrees to hold The Pool Specialist of Florida, Inc. and its agents harmless in the event those services are required. If your pool has a heater it is recommend you bypass your heater for the first thirty (30) days to avoid possible damage to your surface. If your heater does not have a by-pass valve, The Pool Specialist of Florida, Inc. Can install one for you. Property owner is responsible to make all locations of utility lines, sprinkler, electrical and/or other unseen obstructions that may exist in the performance of contract. The Pool Specialist of Florida, Inc. is to be held harmless for any pipe or line damage unless proper markings by customer are made prior to start.

## Estimate

P.O. Box 700604  
St. Cloud, FL 34770

| Date      | Estimate No. |
|-----------|--------------|
| 9/27/2021 | 2054         |

| Phone #      | Lic #       |
|--------------|-------------|
| 407-460-6009 | CPC 1458511 |

| E-mail                  |
|-------------------------|
| bluescapepool@yahoo.com |

Name/Address

Harmony Community Development District  
3500 Harmony Square Dr West  
Harmony FL 34773

| Description  | Qty | Rate      | Total     |
|--|-----|-----------|-----------|
| Refinish of pool plaster Harmony CDD<br>**Includes draining pool,, Preparation of finish, Bond Kote, Plaster Installation, Refill pool with water and Initial chemicals for new plaster. Also included, New main drain cover/covers and new return Jet fittings.Bluestone quartz |     | 25,200.00 | 25,200.00 |
| Existing Swimming pool PLaster complete removal  |     | 11,550.00 | 11,550.00 |
| Tile Replacement gutterline tile with 6X6 Traditional color tile including depth marker tiles<br>*****Includes material and labor for installation of tile .Removal of existing tile before new tile installation  |     | 5,460.00  | 5,460.00  |
| Tile Replacement of water line tile with 6x6 Bullnose tile<br>*****Includes material and labor for installation of tile. Removal of existing tile before new tile installation   |     | 5,040.00  | 5,040.00  |
| Tile Replacement of all step tile with Non skid 2X6 Bullnose tile required by FL code<br>*****Includes material and labor for installation of tile   |     | 3,675.00  | 3,675.00  |
| Tile Replacement os swimming lap tile with 2X2 unglazed tile<br>*****Includes material and labor for installation  |     | 630.00    | 630.00    |

|              |
|--------------|
| <b>Total</b> |
|--------------|

Customer Signature

50% Deposit will be required before starting jobs that are \$500.00 or more. Jobs that total more than \$5000.00 will require payment schedule. No credit card Payment on jobs more than \$1000.00

## Estimate

P.O. Box 700604  
St. CCloud, FL 34770

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**Name/Address**

Harmony Community Development District  
3500 Harmony Square Dr West  
Harmony Fl 34773

| Description   | Qty | Rate      | Total     |
|---|-----|-----------|-----------|
| <p>Installation of New travertine 2" coping<br/>This will include removal of current precast coping, removal of 3ft of pavers around pool coping area, installation of new travertine coping and reinstallation of deck pavers matching new levels.</p> <p>1 yar warranty on labor. 5 Year warranty on plaster material</p> |     | 11,025.00 | 11,025.00 |

Parts warranty: all parts as recorded are warranted as per manufacturer specifications.  
 Labor guarantee: the labor charged as recorded here relative to the equipment serviced as noted, is guaranteed for a period of 30 days. We do not, of course, guarantee other parts than those we install. If repair later becomes necessary due to other defective parts, they will be charged separately. i/we, the owners of the premises mentioned above hereby authorize you to furnish all necessary materials, labor, and workmanship to install, construct and place the improvements above described.  
 Construction work will have 1 year warranty on labor.  
 It is agreed that Bluescape Pools & Spas will retain title to any equipment or material furnished until final and complete payment is made, and if settlement is not made as agreed, the seller, shall have the right to remove same and seller will be held harmless for any damages resulting from the removal thereof.

|              |                    |
|--------------|--------------------|
| <b>Total</b> | <b>\$62,580.00</b> |
|--------------|--------------------|

\_\_\_\_\_  
Customer Signature

50% Deposit will be required before starting jobs that are \$500.00 or more. Jobs that total more than \$5000.00 will require payment schedule. No credit card Payment on jobs more than \$1000.00



**Scope of work Harmony Pools 2021/2022**

**A site visit is required.**

**SWIMCLUB POOL REFURBISHMENT HARMONY CDD**

**7255 Five Oaks Dr**

**Harmony FL 34773**

**Drain pool properly**

**Remove all existing quartz and waterline tiles and depth/no diving markers**

**Clean pool surface and Acid wash**

**Re tile all tiles and depth and no diving markers**

**Re tile black swim lane tiles.**

**Use proper bond method for pre surfacing**

**Replace both drain grades and provide certification**

**Replace quartz with proper thickness.**

**Fill pool back up and balance chemicals and clean job site completely**

**Provide optional line item for LED lights.**

**Projected Start January 2022.**

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 1211 E Donegan Ave  
 Kissimmee, Florida 34744  
 United States

4074328664  
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**BILL TO**  
**Julie Yevich**  
 7255 5 Oaks Drive  
 St. Cloud, Florida 34773  
 United States  
  
 (407) 818-6026  
 Julie.Yevich@inframark.com

**Estimate Number:** 2850  
**Estimate Date:** September 28, 2021  
**Expires On:** October 13, 2021  
**Grand Total (USD):** \$59,871.90

| Product   | Quantity | Price       | Amount      |
|---|----------|-------------|-------------|
| <i>The Swim Club</i><br>Commercial pool resurfacing<br>Finish: Miami Blue | 1        | \$27,900.00 | \$27,900.00 |

Gutter perimeter: 281

Pool Width x Length: 78x19 + 40x11 + 49x22

Pool Surface Area: 3000

Total Interior Square Feet: 4265

**Scope of Resurfacing Prep & Plaster Work:**

- Pool/spa is drained/ Hydrostatic plug is pulled.
- Bonding agent is applied.
- If re-tiling the tiles are removed and tiling we start soon after.
- Once all the prep, tiling and any other necessary work has been completed the pool/spa is scheduled for plastering.
- The pool/spa plastering material is hand-troweled to a smooth finish followed by exposure process and water filling.

Packaged Total: \$27900.00

Upgrade to Cove Blue Pearl: Additional \$4265.00

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| Product  | Quantity | Price       | Amount      |
|--|----------|-------------|-------------|
| <b>Commercial Pool Re-tiling</b><br>Pool total linear feet of tiles: 728 | 1        | \$11,500.90 | \$11,500.90 |

Pool steps non-skid cap tiles total: 410

Depth markers to be replaced non-skid: 54

Depth markers to be replaced smooth: 54

Tile model: Ceramic 6x6

Non-skid cap tile color: TBD

Grout color: White

Scope of re-tiling work: Existing tiles are removed and the tile bed is prepared, we then install the waterline, gutter-line and step cap tiles and depth markers with thin-set mortar followed by grouting.

Once the tiling work is complete the pool/spa is prepped, bonding agent is applied and scheduled for plaster.

Packaged Total for Tiling: \$11500.90

|  |   |            |            |
|--|---|------------|------------|
| <b>J&amp;J White LED Pool Light Fixture Replacement</b><br>What's included: Complete installation and disposal of unit being replaced. | 1 | \$4,600.00 | \$4,600.00 |
|--|---|------------|------------|

Quantity: 4

Voltage: 12v

Total: \$4600.00

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| Product  | Quantity | Price       | Amount      |
|--|----------|-------------|-------------|
| <b>Additional Prep - Surface Chip-out</b><br>Chip out and haul away delaminated, hollow interior pool finish.  | 1        | \$12,581.00 | \$12,581.00 |
| Packaged Total: \$12581.00   |          |             |             |
| <b>Additional Work/Recommendation</b><br>Demo and remove lane tiles and redo them.   | 1        | \$3,290.00  | \$3,290.00  |
| Tile color: Black NNS-2460   |          |             |             |
| Packaged Total: \$3290.00  |          |             |             |
| <b>Gate Codes &amp; Access Details</b><br>Please provide your community gate/access codes and property access details to avoid unnecessary reschedules/delays. | 1        | \$0.00      | \$0.00      |

Gate Code:

Property Access Details:





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| Product   | Quantity | Price  | Amount |
|---|----------|--------|--------|
| <b>Project Representative: Francisco Garcia</b><br>Please contact your project sales representative to discuss project scope of work, cost and process. | 1        | \$0.00 | \$0.00 |

Text and email preferred.

Email: francisco@thepoolspecialist.com

Contact number: (407) 953-9427

Note: To start and schedule any work we need to know your official finish, tile, step inserts, deck, equipment choices and any additional work you would like done.

This avoids any error/delays.

To make the selection process easy we have included copy & paste links in each field.

If you have any questions please email them to me. If you would like to schedule a conference call to go over things please call/text me and we will make it happen.

**Total: \$59,871.90**

**Grand Total (USD): \$59,871.90**

**Notes / Terms**

Florida State Pool/Spa Contractor License #: CPC 1458876

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**Notes / Terms**

Please check the details of the work stated on this estimate and services agreement. To avoid any misunderstandings, the items and work specified and priced on this agreement form the basis of the items and work agreed at the subject property, this agreement takes precedence over all and any previous agreements, verbally or otherwise, and is considered the final statement of work and pricing agreed between the customer and The Pool Specialist of Florida, Inc.

Initial: \_\_\_\_\_

Once this estimate and services agreement has been approved and signed by the customer any changes orders/addendum's will subject to additional charges.

**In-Progress Sign:**

We place the sign in the yard a few days prior to the project start date to identify your property to all crew members and remove it a few days after the project has been completed. If this violates your community HOA rules, please let us know and we will kindly remove the sign.

Please provide your community gate/access codes and property access details to avoid unnecessary reschedules/delays.

Gate Code:

Property Access Details:

**Payment Schedules:**

We require 50% of the entire job balance prior to starting as a down payment.

Followed by a progress payment of 40% that must be paid once the prep/tiling has been completed prior to finishing stage to avoid scheduling delays.

The remaining 10% is due as soon as the swimming pool/spa has been finished, completely filled, and started up.

Payments made out to: The Pool Specialist

\_\_\_\_\_ I have read the entire contents of this estimate and services agreement and agree to them. I have also read and agree to all terms and conditions.

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

Print name: \_\_\_\_\_

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

**Terms and Conditions:**

This agreement shall constitute a binding contract in accordance with the terms on the first page and the following conditions. The laws of the state of Florida shall govern any dispute with respect to this contract, its terms, conditions, and enforcement.



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The Pool Specialist of Florida, Inc. is not responsible for color variations due to dye lots or production run. Color may vary due to availability of raw materials, efflorescence, and other factors beyond the control of The Pool Specialist of Florida, Inc. Although the color pigments in concrete pavers have excellent durability and whether, ability depending on specific weather conditions, during the first year or two after installation efflorescence may form on the service of concrete pavers. Efflorescence is for the most part caused by the free calcium hydroxide within the pavers which then reacts with the carbon dioxide within the atmosphere to form a white calcium deposit, which is referred to as efflorescence. With further exposure, this in turn will be changed to a highly soluble calcium hydrogen, which will be washed away with rain.

On default by purchase of any of the provisions of the agreement, The Pool Specialist of Florida, Inc. shall have the option of refusing to perform under this and any other existing agreement between the parties that The Pool Specialist of Florida, Inc. may elect and The Pool Specialist of Florida, Inc. may also rescind any agreement between the parties and hold purchaser liable for all damages and losses occasioned thereby; or reselling, at public or private sale, undelivered goods foregoing options at its sole discretion. The Pool Specialist of Florida, Inc. shall not be liable to purchaser for any profit on any release, but purchaser shall remain liable to the seller for the difference between (1) the agreement price of the goods plus all the expenses of storage and resale, (2) the resale price of good, and (3) any preparatory site work performed on the job site. DEPOSITS ARE NON\_REFUNDABLE.

All material will be property of The Pool Specialist of Florida, Inc. until final payment has been received, and shall be subject to the Florida Mechanics Liens Law and the Uniform Commercial Code. Purchaser hereby grants Seller security interest in all materials used on the job site under the Uniform Commercial Code and shall have the right to remove them if full payment has not been received.

If invoice is not paid when due, interest will accrue at the rate of 1.5% per month (18% per annum). If after due dates, the account is placed in the hands of an attorney or collection agency for collection of all or part of the amount of invoice or invoices, the purchaser shall be liable for all costs of collection, including reasonable attorney's fees, whether or not said matter is brought to trial, and for all trial proceedings including levy, execution garnishment or any appeal.

## Customer Responsibilities:

The customer warrants that he owns the land upon which the materials are to be installed, or that he/she has full authority from the owner there of or all co-owners to enter in to this contract and the owner will indemnify and hold harmless the Seller in all matters arising on this account.

The customer agrees to supply the contractor with current and valid survey of customer/purchaser property. Further, the Customer agrees to verify the construction location dimensions and elevation after it is set by contractor's personnel, and accepts full responsibility for the same. Minor variations in dimensions or elevations shall not affect the validity of this contract, nor the customer's responsibility under it.

Unless otherwise stated herein, site preparation including removal or protection of trees, shrubs or other vegetation, removal of any underground sprinklers, pipeline, septic tanks or any other improvement affected by this construction shall be done by the customer.

Customer agrees that no claims may be filed under the warranty unless and until the indebtedness to the contractor has been paid in full.



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## Notes / Terms

The customer shall grant the Seller ample access area for the equipment, personnel, and materials delivered to the site, and shall furnish adequate water and electric power and shall grant the right to store material and debris during the course of the construction. The customer assumes full responsibility for the clearance of or damage to anything in the area of access whether it is on the customer's property or that of a neighbor. The Seller is specifically held free of the responsibility of damage to landscaping sod, sidewalks, septic tanks, sewer lines, water lines, or other items above or below ground in the area of access and or construction.

It is agreed that the Seller shall be permitted to perform his work without interruptions and delays or any acts of negligence caused by the customer or the customer's representatives.

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The Pool Specialist is a serviced oriented organization and valid/reasonable complaints are dealt with in a professional manner. If you feel the work has not been properly executed or a few corrections are required we will be happy to work with you to correct the valid/reasonable complaint.

### While the work is in progress:

If you have any complaints while the work is in progress please email us immediately so we may correct the issues before completion.

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## Notes / Terms

The Pool Specialist of Florida, Inc. is to be held harmless for any defects or concealed damage resulting from prior contractors work. Interior finishing does not correct leaks. If your pool is leaking, we strongly recommend that the leak be located and fixed prior to or in conjunction with this pool/spa finishing project. Leak detection & repairs are additional costs and must be specified. Possible pool/spa system line leaks may occur as an unavoidable consequence from required draining and servicing. Homeowner understands and agrees The Pool Specialist of Florida, Inc. to be held harmless. Patching is a possible process and is temporary in nature and is therefore not warranted unless specified. Acid wash & re-grout of tile and/or coping is an "as possible" service and cannot be warranted. Re-occurrence of structural cracking (pool/spa or deck) cannot be warranted. Any authorizations, soil testing, engineering, permits applications and/or related fees, if required, (HOA, City, County, or State) are to be paid for by the property owner to the start of job unless otherwise specified and agreed to in writing. Property owner is aware that permits may be required and vary from municipality to municipality. Homeowner understands any additional labor or materials required by engineering or permitting which exceed contracted scope of work will be additional and to be paid by homeowner. Electrical hook-ups and related electrical items, if required are excluded from the contract and must be performed by a licensed electrician. Sandblasting, pump station & well water filter if required are additional and may only be determined after draining and proper inspections, unless otherwise noted. Excessive hollows over 25% of total surface area may dictate partial or complete surface failure and additional removal, preparation and/or material charges may result, which can only be determined after draining and proper inspection. Property owner understand that stain from sandblasting, if required, may remain after basic "house off" is performed and the tile may be damaged as an unavoidable consequence of sandblasting, fiber removal and/or epoxy removal and agrees to hold The Pool Specialist of Florida, Inc. and its agents harmless in the event those services are required. If your pool has a heater it is recommend you bypass your heater for the first thirty (30) days to avoid possible damage to your surface. If your heater does not have a by-pass valve, The Pool Specialist of Florida, Inc. Can install one for you. Property owner is responsible to make all locations of utility lines, sprinkler, electrical and/or other unseen obstructions that may exist in the performance of contract. The Pool Specialist of Florida, Inc. is to be held harmless for any pipe or line damage unless proper markings by customer are made prior to start.

**COPY**

- Commercial Swimming Pool Chemicals & Supplies
- Chlorine for Treatment of Drinking & Waste Water



- Parts, Repairs and Renovations  
Lic # CP C043205
- Pool Heater Sales and Repair  
Lic # 12152

HARMONY SWIM CLUB  
3501 HARMONY SQUARE DR. E.  
ST. CLOUD, FL. 34773

09/08/21

ATTN: GERHARD

STRIP/R ESURFACE POOL WITH EXPOSED QUARTZ FINISH, STRIP EXISTING FINISH TO A SOUND SOLID SURFACE, INSTALL NEW NON-SKID TILE ON THE WATERLINE, SWIM LANES AND STEPS. INSTALL NEW TILE ON THE INSIDE BEAM WITH DEPTH MARKERS (PER FBC 454). OPTIONAL EXTRAS TO INSTALL NEW LED LIGHTING FIXTURES AND REPLACE TOP OF THE BEAM MARKER TILE STATIONS.

#### SCOPE OF WORK FOR POOL AREA

- DRAIN POOL
- CHIP OFF AND REMOVE EXISTING POOL FINISH AND TILE TO ORIGINAL SOUND SOLID SURFACE TO PROPERLY BOND THE NEW FINISH.
- 4,000 PSI PRESSURE WASH ENTIRE POOL SURFACE
- ACID WASH
- RETILE THE WATERLINE INSTALL NEW 2"X6" SKID-RESISTANT TILE SET TO A 2" PITCH FROM THE FRONT TO THE BACK OF THE GUTTER (PER FBC 454)
- RETILE THE INSIDE BEAM. INSTALL NEW 6"X6" TILE WITH NEW DEPTH MARKERS (PER FBC 454)
- INSTALL NEW 2"X6" CONTRASTING SKID-RESISTANT STEP TILE ON STEPS (PER FBC 454)
- INSTALL TWO NEW 2"X2" DARK CONTRASTING SKID-RESISTANT TILED SWIM LANES LIKE EXISTING (PER FBC 454)
- APPLY BOND KOTE TO PREPARE OLD SURFACE (COVERING FLOOR, GUTTER, AND WALLS)
- REPLACE THE 2 - 12" X 12" MAIN DRAIN FRAME AND GRATE WITH NEW VGBA APPROVED GRATE
- RESURFACE POOL WITH SMOOTH, MONOLITHIC LAYER OF EXPOSED QUARTZ FINISH (3/8" TO 1/2" THICK)
- REMOVE ALL WASTE FROM JOB
- REFILL POOL WITH YOUR WATER, COMPLETELY BALANCE THE WATER CHEMISTRY, START UP SYSTEM, INSTRUCT YOUR OPERATOR IN THE PROPER TECHNIQUE OF CARING FOR THE NEW FINISH

#### POOL RESURFACING

- LIMITED 5YR. MANUFACTURER WARRANTY (POOL FINISH ONLY) ALL OTHER MATERIALS AND LABOR 1 YEAR WARRANTY

TOTAL : \$62,992.00

801 Sawdust Trail  
Kissimmee, FL 34744



407-847-2771  
Fax 407-847-8242

[www.spiespool.com](http://www.spiespool.com)

**COPY**

- Commercial Swimming Pool Chemicals & Supplies
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- Parts, Repairs and Renovations  
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Lic # 12152

**OPTION #1:**

- INSTALL 4 NEW 300W EQUIVALENT PENTAIR INTELLIBRITE LED LIGHTING FIXTURES IN EXISTING LIGHT NICHES. MANUFACTURER STATES AN 86% ENERGY COST SAVINGS.
- *(ANY WORK TO EXISTING LIGHTING SYSTEM, I.E. TRANSFORMERS, CONDUITS, BOND WIRE, ETC. ARE NOT INCLUDED. IF ANY ADDITIONAL WORK IS NEEDED, A PROPOSAL WILL BE PROVIDED BEFORE WORK IS COMPLETED.)*

TOTAL : \$2,840.00

**OPTION #2:**

- TOP OF THE BEAM MARKER. INSTALL NEW 6"X6" SKID-RESISTANT DEPTH AND INTERNATIONAL NO DIVING TILE IN EXISTING LOCATIONS.

TOTAL : \$2,410.00

**\*\*NOTE: THE POOL DECK AREA WILL NEED TO BE CLOSED WHILE THE REFINISHING IS BEING DONE.**

THE PROJECT WILL TAKE 15-20 WORKING DAYS TO COMPLETE TILE AND PLASTER. FILLING, BALANCING CHEMICALS, BRUSHING, FILTERING, AND HEATING OF POOL WATER WILL TAKE APPROXIMATELY 1 WEEK FROM THE TIME WORK IS COMPLETED, WEATHER AND GROUNDWATER CONDITIONS MAY INCREASE THE LENGTH OF THE JOB. WE DO REQUIRE A PAYMENT SCHEDULE WITH A 50% DEPOSIT DUE UPON RECEIVING A COPY OF THE SIGNED CONTRACT AND THE REMAINING 50% DUE UPON COMPLETION AND SUBMITTAL OF OUR FINAL INVOICE. PLEASE HAVE AN AUTHORIZED PERSON SIGN THE QUOTE; RETURN AN EXECUTED SET TO US FOR CONVENIENT SCHEDULING OF THE WORK. IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CALL ME.

\*THIS QUOTE IS GOOD FOR 30 DAYS ACCEPTED AND AGREED:

REGARDS,

DEREK SCHWAN  
PROJECT MANAGER  
SPIES POOL, LLC.  
CP C043205

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

OPTION #1 \_\_\_\_\_ OPTION #2 \_\_\_\_\_

801 Sawdust Trail  
Kissimmee, FL 34744



407-847-2771  
Fax 407-847-8242

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- Commercial Swimming Pool Chemicals & Supplies
- Chlorine for Treatment of Drinking & Waste Water



- Parts, Repairs and Renovations  
Lic # CP C043205
- Pool Heater Sales and Repair  
Lic # 12152

**References**

- 1) City of St. Cloud  
3001 17<sup>th</sup> Street  
St. Cloud, FL 34769  
407-908-9835 – Sandra Chalker  
[sandra.chalker@stcloud.org](mailto:sandra.chalker@stcloud.org)
  
- 2) Marriott Cypress Harbour Resort  
11251 Harbour Villa Road  
Orlando, FL 32821  
407-238-6181 – John Hill  
[John.hill@vacationclub.com](mailto:John.hill@vacationclub.com)
  
- 3) Reunion Resorts – Seven Eagles  
7500 gathering Drive  
Reunion, FL 34747  
407-398-2890 - Alan Scheerer  
[ascheerer@gmscfl.com](mailto:ascheerer@gmscfl.com)

**801 Sawdust Trail  
Kissimmee, FL 34744**



**407-847-2771  
Fax 407-847-8242**

**www.spiespool.com**

**5B**

**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

July 30, 2021

**Via Certified Mail**

Kevin Shirley  
3366 Cat Brier Trail  
Harmony, FL 34773

Re: CDD Tree Damage at Cat Brier Trail, Harmony, FL 34773

Mr. Shirley:

I am writing to you on behalf of my client, Harmony Community Development District (the "District"). This letter concerns irreparable harm to a tree located on my client's property that must now be replaced. My client has informed me that a tree cutting service, hired by you or your agent, did unlawfully and at your direction destroy a large oak tree. The tree is located on my client's property, in between the sidewalk and Cat Brier Trail, specifically on Parcel ID# 30-26-32-2612-00LU-015H.

My client is a local government which manages public infrastructure and landscaping within the community. One of the District's duties is maintaining infrastructure, landscaping, and water management systems within its boundary. The District has had the value of this 20+ year old Live Oak appraised at \$13,750.00. This appraisal does not include the substantial cost of removing and replacing the damaged tree with a tree of the same size, which would cost upwards of \$40,000.00.

Attached to this letter is the terms of a quote from the District's landscaper for replacing the damaged tree with a much smaller caliper tree. In order to resolve this matter, please remit to the District the total \$8,460.00 as listed in the quote. Please contact the District Manager, Angel Montagna at 407-566-1935 for further details on your payment arrangements. Thank you for your prompt attention to this matter.

Sincerely,

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

TRQ/  
Cc: Harmony Community Development District Board of Supervisors

COPY



**COPY**

PH: 407-558-9545

www.beeandbeetree.com

October 14, 2021

**Client: Harmony CDD**

Prepared by: Matt Pippin

ISA Certified Arborist, TRAQ

FL-9531A

**Contact: Brett Perez****Teresa Kramer**

This report is exclusive to the client, Harmony CDD, and is valid for one year from date noted above.

On October 6, 2021, I conducted a level 2 assessment on a street tree located at 3366 Cat Brier Trail. The known history of the tree, is it was planted during the development of the community in approximately 2004. Within the past six months, the tree was exposed to a vehicle fire in close proximity of the tree. It is unknown if sidewalk repair has been done in close proximity or root pruning.

The tree is a Live Oak species, which compartmentalizes well in the right conditions. The tree measured 49 inches in diameter. The tree is located between the road and sidewalk. There are two target areas of concern. The first target of concern, is the roadway being that it is used incessantly as a main boulevard in the neighborhood. The second target area is the sidewalk which is moderately traveled. First outward observation was two large incorrect pruning cuts, along with a horizontal cut across one of the pruning cuts. The horizontal cut appears to go approximately 1.5 inches into the main stem. The location of the horizontal cut is concerning due to it be located just below several branch unions. This cut most likely caused damage to part of the cambium layer of the tree.

I began observing the outward root system and identified compaction growth along the curb and sidewalk. This is common with large street trees, but the roots appeared to be in good health and not showing any signs of decay at this time. While checking closer to the root collar, I observed adventitious sucker growth, which appeared to be sprouting root growth in a girdling pattern. This type of growth is usually caused by acute injury to a tree. The trunk flare of the tree seemed to be lifting as well, as compared to the same species of trees nearby. This could have been caused by improper planting.

The main stem of the tree appeared to be in good health with no apparent damage with all of its bark attached. The canopy of the tree seemed to have good vigor with 70% coverage.

It was evident the tree had a great quantity of water sprout growth, which is common for over-trimmed or damaged trees. This is usually an attempt at healing. There are also multiple branch unions coming from the same area of the stem which can weaken the tree and have a higher likelihood of failure.

It is too early at this time to tell the trees response growth to the injury sustained by the improper pruning and cambium damage. Mitigation strategies would be the following:

- First option: removing the main branch over the road to balance canopy, but would reduce needed intake for healing wounds.
- Second option: staking/guying the tree, but would require use of private property not owned by CDD.
- Third option: remove and replace tree with different species to promote diversity.

#### Conclusion:

Based on the information obtained above, the likelihood of failure for his tree is possible under normal conditions. The tree is sheltered on one side by the two story structure and on two other sides by trees which would help mitigate wind shear. Common for this area, are storms producing winds of up to 50 MPH, so this is a factor to be considered.

The likelihood of impact is medium, based on the fact that there is not a target below the tree at all times.

The Consequences of failure would be severe if the tree does fail. It could cause road closure, extreme damage, or even death.

Based on local standards of the trees species and caliper size, the value would be placed at \$4900.00. This amount is the replacement cost for the tree only. It does not include other financial considerations such as of sidewalk replacement, tree removal, and disposal cost. This report is exclusive to the client listed on this header, and record will be retained.

Sincerely yours,

Matthew Pippin

ISA® Certified Arborist, TRAQ

Cert ID: FL-9531A

## Replacement Quote

| Materials/Services   | Costs*                      |
|--|-----------------------------|
| Replacement Tree   | \$4900.00                   |
| Sidewalk Replacement (per panel)   | \$400.00*                   |
| Removal of damaged tree  | \$1,400.00                  |
| Stump Grinding including root chasing  | \$800.00                    |
| Dump Fees by weight (Osceola County)   | \$600.00                    |
| Sod/turf to replace over old stump   | \$310.00                    |
| Tree Bubbler for new tree  | \$150.00                    |
| Irrigation NTE (the irrigation pipes will be damaged from the tree removal and tree installation due to the size of the tree being removed and installation of new tree) | (not-to-exceed) \$1,200.00* |
| <b>TOTAL</b>   | <b>\$9,760.00*</b>          |
|  |                             |
|  |                             |

\*Costs subject to change

**5C**



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

The Members of the Buck Lake Committee held a Meeting on July 15, 2021 at 1:30 p.m., at Johnston’s Surveying, Inc., 900 Cross Prairie Parkway (formerly Shady Lane), Kissimmee, Florida 34744

**Present were:**

|                                |  |
|--------------------------------|--|
| Chris Tyree (via telephone)    | Harmony West CDD Representative          |
| Cindy Cerbone                  | Harmony West CDD District Manager        |
| Daniel Rom (via telephone)     | Wrathell, Hunt and Associates, LLC (WHA) |
| Jamie Sanchez (via telephone)  | Wrathell, Hunt and Associates, LLC       |
| Jere Earlywine (via telephone) | Harmony West CDD District Counsel        |
| Teresa Kramer                  | Harmony CDD Representative               |
| Angel Montagna (via telephone) | Harmony CDD District Manager             |
| Tristan LaNasa (via telephone) | Harmony CDD District Counsel             |
| Jay Baker                      | Bio-Tech Consulting                      |

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Cerbone called the meeting to order at 1:35 p.m. Harmony CDD (HCDD) Board Member representative Teresa Kramer was present in person. Harmony West CDD (HWCCD) Board Member representative Chris Tyree was attending via telephone.

Ms. Cerbone stated that according to the Cost Sharing Agreement between Harmony CDD and Harmony West CDD, this committee has no decision-making rights. The Committee Members have a responsibility to meet periodically to discuss the Buck Lake Management Plan, the Policies for Buck Lake and any cost related matters and hopefully arrive at a consensus that can be taken back to their respective Boards for consideration and approval. Today’s meeting was publicly noticed and no members of the public were present either in person or via telephone.

**SECOND ORDER OF BUSINESS**

**Review of Minutes from April 6, 2021  
Committee Meeting**

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

**July 15, 2021**

Ms. Cerbone stated that, in the past hour, Mr. Rom emailed the agenda and notes from the Committee Members regarding today’s agenda. She stated the April 6, 2021 meeting was recorded and transcribed and that she and Ms. Kramer made some updates, which are reflected in the redline version in the agenda. She asked if there were any comments, edits or questions regarding the minutes. (Jay Baker joined the meeting)

Ms. Kramer stated she reviewed a copy of the recording carefully and she found the minutes were nearly verbatim; her corrections are as noted in the redline version in the Agenda.

Mr. Tyree stated he did not have any edits or corrections to the minutes.

Ms. Cerbone suggested the minutes be submitted to the Harmony CDD meeting for Board review and approval. She stated that the Harmony West Board reviewed the minutes but they did not want to approve until the Committee meeting. Ms. Kramer believed that she and Mr. Tyree could concur that the minutes as amended are an accurate reflection of the last meeting. Mr. Tyree was in agreement. Discussion ensued regarding how the Boards could approve the Committee meeting minutes given that they did not attend the meeting. Mr. Tyree stated he would bring the minutes to the HWCDD Board. Ms. Kramer indicated that she would take these corrected minutes back to her Board and inform them that they are an accurate reflection of the previous meeting, but not ask that they act on them. Ms. Cerbone noted that members cannot abstain from voting because they were not present at the meeting; she asked Mr. Earlywine and Mr. LaNasa to advise.

Mr. Earlywine suggested each Board approve the minutes, noting that the Board was not present at the meeting that that approval is based on representations by Staff and the Committee Member presenting the minutes. Mr. LaNasa concurred.

Ms. Cerbone stated this Committee was not a decision-making body but a discussion and brainstorming Committee. It was hoped that attendees would reach consensus regarding ideas and documents that need to be updated. Harmony West’s District Manager would be responsible for producing and circulating all updates.

**THIRD ORDER OF BUSINESS**

**Confirmation of Approval of Bio-Tech Consulting, Inc., Agreement for**

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

**July 15, 2021**

**Consultation/Preparation of Buck Lake  
Management Plan and Buck Lake Policies**

- **Initial Fee: 50% of NTE \$1,450 and NTE \$2,900**

Ms. Cerbone stated her understanding that Ms. Kramer presented the Bio-Tech proposal to the HCDD Board, and it was approved, pending something. Ms. Kramer recalled the proposal presented at the last meeting was an action item to take the proposal back to the individual Boards. She stated the HCDD voted unanimously to pay 50% of the NTE cost of \$1450 for preparation of the Management Plan and \$2900 for ongoing services.

Ms. Cerbone asked Counsel how that approval could be documented and if a copy of the minutes would suffice. Mr. Earlywine stated while the Cost Share Agreement is already in place, for the sake of clarification, a letter stating that the HCDD Board approved paying 50% of the costs would be helpful.

Ms. Kramer stated if Ms. Montagna would prepare the letter, she could get it signed; she provided an excerpt of the HCDD April 29, 2021 meeting minutes and the accompanying Board Action and approval. Ms. Cerbone thanked Ms. Kramer and stated based on that, when an invoice was received from Bio-Tech, an invoice for 50% of the cost would be sent to HCDD.

- **Ongoing Fee: 50% of NTE \$2,900**

Ms. Cerbone stated she believed that the initial work for Bio-Tech was discussed but ongoing costs in the not-to-exceed cost of \$2,900 in future fiscal years were not discussed in the initial Committee meeting; that would be the cost to review the Management Plan and make any updates. She suggested the Committee members discuss the proposal to determine how this should be presented to the Boards. This was not discussed at the previous Buck Lake Committee meeting in April. Ms. Kramer agreed that this was new; she thought the NTE \$2,900 in the first half of the proposal would have covered ongoing presentations and the HCDD Board was not aware of this expense. Mr. Baker stated it seemed as if the initial contract would continue in perpetuity annually as needed.

Ms. Cerbone asked the Committee members if they would like to take this to the Boards for consideration or discuss this again in the future. Ms. Kramer asked if the original \$2,900 is for the first year and this additional \$2,900 is for the next year. Mr. Baker stated that is his

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

**July 15, 2021**

understanding. Ms. Kramer stated she would like to defer a decision until the first year. Mr. Tyree concurred.

**FOURTH ORDER OF BUSINESS**

**Presentation/Discussion: Buck Lake  
Management Plan, Buck Lake Policies and  
Public Use Policies**

Ms. Cerbone stated the email sent to attendees shortly before the meeting included the agenda and some Committee member feedback regarding the Management Plan and/or Policies. Additional information provided by Ms. Kramer is behind Tab 6 in the agenda.

**A. Buck Lake Management Plan**

Ms. Cerbone stated she believed both Committee members reviewed the Management Plan. She noted that Ms. Kramer submitted questions for discussion; behind Tab 6. Ms. Kramer stated her questions dealt with the proposal for treating the lake because the proposal appeared to have been crafted specifically for treatment of Harmony West conservation areas and the canal system.

Mr. Baker stated the Management Plan was designed to keep nuisance vegetation out of the lake and associated canals, as had been done annually. Specific species targeted were listed, along with information about each species, equipment to be used and the frequency of lake treatments.

Mr. Tyree stated he had discussed the Management Plan with Mr. Baker; he was familiar with this type of management plan which is in use in multiple other communities managed by Bio-Tech. He stated that he and Mr. Baker discussed having an aquatic harvester remove aquatic plants from the canals at HWCDD expense since they are our canals.

Ms. Kramer stated she felt the Management Plan seems more like an aquatic species treatment plan than a Management Plan because it lists out the different species of concern. She stated she hoped to see a map depicting locations of vegetated areas and more about the lake itself, a well-rounded lake management plan. She did not see any mention of water quality; it is strictly limited to some of the vegetated species. Regarding vegetated species and treatment, the Plan covers most of the problem species in the lake but it does not adequately address torpedo grass, which is currently a serious and growing problem in the lake. She asked

**HARMONY WEST CDD & HARMONY CDD  
BUCK LAKE COMMITTEE****July 15, 2021**

Mr. Baker if he saw that the torpedo grass had grown quite a bit. Mr. Baker stated that none of his guys had been out there in quite a while, but that he had recent pictures of the canals and how bad they were. He stated that his staff has not been in the lake in about one year.

Ms. Kramer stated the water hyacinth is a major problem and the Management Plan addressed that. She stated she appreciated Mr. Tyree's statement that HWCDD would bear the expense for the canals because they have been very weed-choked without treatment since being closed off. She would like to see more discussion about how torpedo grass would be addressed. Old world climbing fern is not a lake plant; Harmony has an ongoing eradication program for old world climbing fern as it is a major wetland area plant, but she felt that it should not be included in the Lake Management Plan because it grows in both CDDs and comprises a big treatment problem within the wetlands, not the actual lake itself. She felt that the Plan was a good first attempt with plant species but it should also address water quality, evaluate shoreline issues as required under the agreement, and evaluate what needs to be done prior to the canals being reconnected to the lake, and include a map showing vegetated areas. She felt that metrics were needed going forward to compare successes in the upcoming year so that the Committee knows if we are moving forward in protecting the lake with the Treatment Plan, or just holding the line and determine if we need to do more to protect the lake.

Mr. Baker stated he recognized the torpedo grass was a significant problem and the initial treatment would reduce it tremendously and he would include torpedo grass in the Management Plan as a species to be treated. Regarding the old world climbing fern, concentrations close to the lake have been treated from the lake; the CDD is responsible for controlling old world climbing fern in the conservation area. When observed adjacent to the lake, it would be spot treated from the airboat.

Ms. Kramer asked if some buffer area should be included at the edge of the lake. Mr. Baker stated that spot treatments were performed where growth was immediately adjacent to the lake, and can be treated from the airboat. They will actually get out of the boat and cut it and treat it when they see it. Ms. Kramer asked if he was proposing to do that wherever observed on both HCDD and HWCDD properties; Mr. Baker responded affirmatively.

**HARMONY WEST CDD & HARMONY CDD  
BUCK LAKE COMMITTEE****July 15, 2021**

Mr. Baker stated that water quality sampling could be included in the Management Plan with the parameters and frequency desired. Ms. Kramer stated she believed that water quality was a big concern; previously the decision was not to manage fish populations because those are not controlled by permitting, but water quality parameters are a concern and it was important to know whether the stormwater inputs to the lake are causing degradation to the lake. Baselines and parameters are needed to determine progress. Mr. Baker stated he believed a water quality sampling plan was in effect with another contractor. Ms. Kramer stated that volunteers with LakeWatch were the only ones providing testing and a professional company was needed to perform sampling and testing. She suggested quarterly monitoring to capture seasonal variations.

Mr. Tyree stated that was acceptable and that HWCDD does monitoring for NPDES permits. Mr. Baker stated that cost would depend on parameters; he suggested a standard surface Class 3 water and nutrients, water and grease, and standard surface water parameter testing program. Ms. Kramer suggested dissolved oxygen, nutrients, turbidity testing. Mr. Baker stated he could add erosion issues to the plan and that technicians would note any issues in their reports.

Ms. Kramer stated she went around the lake and she did notice any erosion; the banks seemed naturally well-vegetated. There was no major erosion in the lake itself, but she could not survey the canal; the HCDD permitting requires the canals and banks remain naturally vegetated. Mr. Baker stated that areas would likely be the only area of erosion concern. Ms. Kramer stated the one canal on HCDD's ownership of the banks is only approximately 300' long, next to the dock entry area. Mr. Baker made note of it and stated he could include it in the Lake Management. Ms. Kramer requested the plan include a write-up about the size, the water quality, basically a baseline in the Management Plan; this Management Plan would then be amended year to year and it would be good to observe trends and changes to the lake.

Ms. Cerbone noted that HWCDD would be meeting in August and she asked if the Committee Members would like Mr. Baker to revise the Management Plan before it was presented to their respective Boards. Ms. Kramer stated she would prefer the updates be made prior to taking the Management Plan to the Board. Mr. Tyree expressed no preference.

**B. Policies for use of Buck Lake and Other Stormwater Management Facilities**

**HARMONY WEST CDD & HARMONY CDD  
BUCK LAKE COMMITTEE****July 15, 2021**

Ms. Cerbone stated Ms. Kramer's feedback included safety concerns and stated the Policies should incorporate what is already in the Cost Sharing Agreement, policies that are already in place as long as it does not conflict with HWCDD's desires, and any additional items.

Mr. Tyree stated he felt it was important to follow Florida Fish and Wildlife Conservation Commission (FWC) guidelines and fish regulations on Buck Lake so that neither CDD nor anyone else can get in trouble and he noted that active fishermen would take issue with inconsistent regulations. He stated he was hesitant to approve a requirement for barbless hooks because it would be difficult for children. He agreed with everything else, except the barbless hooks since they are difficult for children. He felt that requiring barbless hooks would be problematic and the lake is there to promote fishing and the outdoors and he would not want to deter people with such a requirement. Everything else he can definitely be behind.

Ms. Kramer felt they were in agreement on most items. Regarding boat length, she stated there was one 20' pontoon boat and she asked if he would prefer a separate not-to-exceed boat length for private boat ownership. Mr. Tyree felt that most boaters would use kayaks, canoes and John boats; he stated that most kayaks and John boats are within 16' and that not-to-exceed 20' was reasonable. He stated that most kayaks and paddleboards are 14' to 16' long. Ms. Kramer stated she was in agreement with most items; she noted that the barbless hooks verbiage was from a catch and release program and it is on some of the educational materials and signage around the lake but she understood that bringing fish in with barbless hooks is a challenge for children. Mr. Tyree agreed and stated barbless hooks could be encouraged, particularly with catch and release fishing, but not required.

Ms. Kramer stated she agreed with the length and bag limits; the Districts must be consistent and many of the game fish do not exceed 8 to 10 inches so the FWC guidelines should be good for the community. Ms. Kramer and Mr. Tyree agreed they had a consensus. The updated Policies and the Management Plan would also be presented to each respective CDD Board together after updated.

Ms. Cerbone asked if any additional stormwater facilities or policies required discussion. Ms. Kramer stated she believed the stormwater ponds are separate and apart from the lake and all of the policies have, have been adopted by HCDD already. She stated if anything was considered critical for protection on both sides for protection of the lake that may be adjusted

**HARMONY WEST CDD & HARMONY CDD  
BUCK LAKE COMMITTEE****July 15, 2021**

but she thought most of the rules are for the individual CDDs' management of the stormwater policies. Ms. Cerbone stated she believed Ms. Kramer was saying that nothing should be deleted unless it in some way impacts Buck Lake. Ms. Kramer responded affirmatively.

Regarding the section that states "reptiles may neither be removed from nor released into the ponds", Mr. Tyree felt that a nuisance gator may need to be removed from the pond. Ms. Kramer concurred and stated that HCDD does not allow a gator to be removed strictly based on one homeowner's request and that it must be considered further prior to removal because unfortunately some new homeowners want to remove every gator that appears. She noted that there is a definition in Florida relating to gators larger than 4' and stated that exceptions must be provided, as major stormwater system repairs cannot be completed with gators in the ponds. Mr. Tyree stated if a homeowner calls FWC to remove a gator, he would not intervene, especially given events with children in recent years. He felt that it is a slippery slope and the rule should be governed by the FWC and not the CDD. Ms. Kramer concurred and stated she felt the FWC was usually really good about working with the communities, especially given some latitude during mating season. Mr. Baker stated the FWC education website has a lot of information.

Mr. Tyree agreed and stated he felt the FWC should police and govern these regulations. Ms. Cerbone stated she believed the Committee wanted to:

1. Remove from the Buck Lake Policy the section called "Ponds and Other Stormwater Management Facilities Policies"
2. Add an additional item to the Buck Lake Policies about removal of wildlife and reference the FWC in relation to gators. She noted the Buck Lake Policy currently does not mention wildlife removal.

The consensus was to make these changes.

Ms. Cerbone asked if the section regarding "Violation of the policies set forth herein may result in suspension . . ." should remain, and if it should say "Harmony West and Harmony CDDs".

The consensus was to make these changes and to use plural to indicate both Districts.

Mr. Earlywine noted the absence of an enforcement provision and stated that a Chapter 120 Rulemaking Hearing may be used to make the argument that a rule can be enforced



**HARMONY WEST CDD & HARMONY CDD  
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through a lawsuit. Penalties up to \$1,000 per violation may be charged and attorney's fees may be recovered. He stated that while it was not likely to be needed, it may be worth doing the rulemaking to add the enforcement provision to give the District recourse regarding enforcement.

Ms. Cerbone suggested the Committee members consider this matter at the next meeting. Ms. Kramer stated she would like to review the language at the next Committee meeting. Ms. Cerbone stated she would add an agenda item for a discussion regarding the process for the rulemaking related to Buck Lake and she would supply the language for review in advance of the meeting.

**Mr. Tyree left the meeting briefly at 2:25 p.m.**

Mr. Baker stated with regard to rulemaking, in the event of a case with the water management district, it would allow the District to transfer the penalty to avoid being fined.

**C. Public Use Policies**

Ms. Kramer stated that one new resident purchased an amenities package; any member of the public may buy a family membership to access, not just to the lake, but to all the amenities for \$1,000 per year.

**Mr. Tyree rejoined the meeting at 2:30 p.m.**

Ms. Cerbone stated the next agenda would include Updated Policies, Updated Management Plan, and Mr. Earlywine would provide information for the Committee Members to talk about whether there is interest in recommending a rulemaking process.

Ms. Cerbone stated that currently there is a Public Use Policy, because a fee can be paid for the use of Buck Lake, a fee of \$1,000 annually for HCDD. Ms. Kramer stated there was a \$1,000 fee the Harmony CDD. Ms. Cerbone stated Harmony West resident recently expressed interest in that as well. She did not believe a nonresident had expressed interest and asked if there is any interest in implementing public use policies.

Ms. Kramer stated that HCDD has that in place, and nonresidents have bought into the amenities, so it would be up to HWCDD to adopt the same thing. She suggested Mr. Earlywine discuss the options given that in the absence of a rule or policy, it is open to the public. Mr. Tyree stated he would like to review the HCDD policy verbiage and discuss it with Mr. Earlywine and Ms. Cerbone. This item was deferred to the next meeting.

**HARMONY WEST CDD & HARMONY CDD  
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**July 15, 2021**

**FIFTH ORDER OF BUSINESS**

**Review of Harmony CDD Costs Incurred for  
Buck Lake Maintenance Services**

Ms. Cerbone recalled that at the last meeting Ms. Kramer explained the procedure that HCDD was following to treat and provide services to Buck Lake and she sent an email with great detail. Following a conversation with HWCCD, Ms. Cerbone requested more formalized information and sample invoices, which Ms. Kramer provided and was included in the Agenda behind tab 5.

Ms. Kramer presented the inspection log which showed inspection and treatment dates, service hours, supplies purchased and costs. She stated as noted in the narrative that the costs shown were for individual chemicals purchased to date; chemicals were not ordered for individual projects. The cost to provide treatment of the lake is \$525 per month and the division would be a 50/50 split for the time prior to formalizing the treatment program and moving to a private contractor and she stated that HCDD would appreciate that. She recalled that Mr. Tyree mentioned in the past the possibility of an agreement that HWCC would pay for the next year's treatment in recognition of HCDD maintaining the lake in the past. She believed HCDD would likely accept and be comfortable with such an agreement.

Mr. Tyree stated he would like to present the documentation to the next HWCCD Board meeting for review and, as discussed in the past, work out an Agreement whereby, because HCDD paid for the last two years, payment would be deferred for the next two years. If he could have until the August HWCCD Board meeting, he believed he could get this resolved and move forward. Ms. Kramer expressed her appreciation.

**SIXTH ORDER OF BUSINESS**

**Confirmation of Approval of Bio-Tech  
Consulting, Inc., Proposal for Annual  
Inspection and Recommended  
Maintenance**

- **Initial Fee: 50% of Initial Cleanup \$3,500 and Annual Maintenance \$14,400**

Ms. Kramer stated the proposal was not in the Agenda book and she was looking for the original proposal; she observed the proposal has a map of HWCCD and stated it seemed more

**HARMONY WEST CDD & HARMONY CDD  
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like a proposal to handle invasive species, the wetland and upland areas more than the actual lake. Mr. Baker stated that may be the wrong proposal.

Ms. Cerbone asked Mr. Rom to confirm if the correct proposal was sent to Ms. Kramer. Mr. Rom responded affirmatively. Ms. Kramer stated she did not receive it; the aforementioned proposal was presented to the HCDD Board and was not approved, as expected. She requested that Mr. Baker submit a more targeted proposal in accordance with the new Management Plan.

Ms. Cerbone asked Mr. Rom to email the proposal to Ms. Kramer and Mr. Baker the Bio-Tech proposal with the bid price of \$14,400 per year so that Ms. Kramer may correspond with Mr. Baker directly. She suggested the District Managers work with their respective Committee members between meetings.

Ms. Kramer asked that the proposal clarify that the initial treatment of the canals would be paid for by HWCDD and then the annual would start with a 50/50 split.

Ms. Cerbone stated she believed Ms. Kramer was saying she wanted the proposal to reflect only the true amounts for the cost share, and that anything Bio-Tech does specifically for HWCDD would need to be a separate proposal for HWCDD only.

Mr. Baker stated the initial bid was basically treating the whole lake and canal with herbicide; the harvesting work Mr. Tyree discussed is not included in the proposal.

Mr. Tyree stated that is correct; the proposal in question is for the whole lake. Harvesting the Cuban bulrush from the canals is included only on the HWCDD proposal; it is a much bigger job for HWCDD only and it is not reflected in any of those numbers.

Mr. Rom stated he would send the proposal out shortly after conclusion of the meeting. Ms. Cerbone noted that both Boards would be adopting budgets soon and this would require discussion in August and September. Ms. Cerbone stated it seemed that Ms. Kramer is not ready to discuss the expenses without the proposal.

Ms. Kramer stated if she could get the information right away, the deadline for inclusion in her upcoming Board meeting agenda is Monday, July 19, 2021. If she can get a corrected proposal to the Board, and get the proposal in the Agenda, the next meeting is July 29, 2021. Discussion ensued regarding the deadline for inclusion of paperwork in the agenda.

Mr. Baker stated he intended to revise the Management Plan based on what was discussed, and then prepare a revised contract including the water quality testing.

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Ms. Cerbone stated the main thing Ms. Kramer needed for the meeting is not the Management Plan but the service cost. Mr. Baker stated the contract includes initial fees and monthly fees; he would add water quality parameters, lab fees and sampling fees.

Discussion ensued regarding where the cost for water quality testing should be included, whether to include it in the Management Plan that has been approved by the HCDD Board or to add water quality testing to the annual service plan which has not yet been provided.

Ms. Kramer stated while she felt these were more Management Plan than maintenance costs, they could be included in the maintenance section if necessary. Mr. Tyree stated he had no preference. Mr. Baker stated he could include it in the other contract and denote quarterly and annual cost, and add it to the consulting and Management Plan. The consensus was that this is acceptable.

**SEVENTH ORDER OF BUSINESS**

**Next Steps on Buck Lake Maintenance Services**

Ms. Cerbone asked if there was anything that needs to be discussed, considered or done by any party that has not been discussed. There were none.

**EIGHTH ORDER OF BUSINESS**

**Other**

There being no other matters to discuss, the next item followed.

**NINTH ORDER OF BUSINESS**

**Committee Comments/Requests**

There being no other matters to discuss, the next item followed.

**TENTH ORDER OF BUSINESS**

**Next Meeting Date: \_\_\_\_\_**

Discussion ensued regarding the next Buck Lake Committee meeting date and Agenda items for the meeting. Ms. Cerbone stated the next HWCDD meeting would be held on Thursday August 19, 2021. Meeting the week of August 9, 2021 was discussed.

The next meeting would be held on August 10, 2021 at 9:00 a.m. at the same meeting location. Ms. Cerbone recapped the next Committee meeting agenda as follows:

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

**July 15, 2021**

- An updated Management Plan would be presented.
- HWCDD District Manager would update the Policies.
- Mr. Earlywine would provide the steps necessary to establish an enforcement provision.
- Mr. Baker would update his proposal to include water quality testing; these costs would be included on his Consulting and Management proposal, and not in the Services proposal.
- The Services proposal would be emailed to Mr. Baker and Ms. Kramer. Any updates would be presented at the next meeting.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

There being nothing further to discuss, the meeting adjourned at 2:56 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

**July 15, 2021**

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Secretary/Assistant Secretary

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Chair/Vice Chair

**COPY**



**Bio-Tech Consulting Inc.**  
Environmental and Permitting Services

info@bio-techconsulting.com  
www.bio-techconsulting.com

August 24, 2021

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

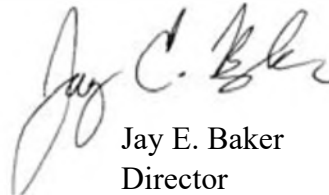
Proj: Harmony West - Buck Lake Management  
Re: Buck Lake Management Plan

Dear Cindy:

Bio-Tech Consulting, Inc. (BTC) is pleased to provide this Management Plan associated with Harmony West - Buck Lake Management in Osceola County. Please find the attached narrative and associated exhibits.

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

Regards,



Jay E. Baker  
Director

Attachments

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

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

Jacksonville Office  
1157 Beach Boulevard  
Jacksonville Beach, FL 32250

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

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

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

407.894.5969  
877.894.5969  
407.894.5970 fax

Buck Lake Management Plan  
Harmony, Florida  
Osceola County

This plan has been created to set a standard for the management and maintenance of Buck Lake located in Harmony, Florida. Harmony is located along U.S. 192, north of the intersection of U.S. 192 and Harmony Square Drive within Sections 18, 19, 20, 24, 25, 26 29, and 30, Township 26 South, Ranges 31 and 32 East; Osceola County, Florida (Figures 1 & 2). This plan is designed to keep Buck Lake in a native vegetative condition, in an effort to enhance the wildlife habitat value of the lake and associated wetlands, as well as vegetative composition. The following describes the management plan associated with Buck Lake to include the management of invasive and exotic vegetation.

#### Invasive and Exotic Vegetation Management

Buck Lake is most consistent with the Lakes larger than 500 acres (521) FLUCFCS classification. Vegetation observed within this community includes primrose willow (*Ludwigia peruviana*), pickerelweed (*Pontederia cordata*), torpedograss (*Panicum repens*), water-hyacinth (*Eichhornia crassipes*), old world climbing fern (*Lygodium microphyllum*), Cuban bulrush (*Cyperus blepharoleptos*), and spatterdock (*Nuphar advena*). The four species that are concerning are water-hyacinth (*Eichhornia crassipes*), old world climbing fern (*Lygodium microphyllum*), torpedograss (*Panicum repens*), and Cuban bulrush (*Cyperus blepharoleptos*). These four species are largely invasive and could impact wildlife habitat, anthropogenic use and aesthetics. The following describes the impacts of these species:

##### Water-Hyacinth (*Eichhornia crassipes*)

Water hyacinth has a variety of negative impacts once introduced into a freshwater environment. It forms dense, impenetrable mats which clog waterways, making boating, fishing and almost all other water activities, impossible. It also reduces biodiversity by crowding out native plants at the water's surface and below. Water hyacinth mats also degrade water quality by blocking the air-water interface and greatly reducing oxygen levels in the water, eliminating underwater animals such as fish.

Water hyacinth is a major freshwater weed in most of the frost-free regions of the world and is generally regarded as the most troublesome aquatic plant. Despite its adverse impacts, it has been widely planted as a water ornamental around the world because of its beautiful, striking flowers. Water hyacinth spreads rapidly by producing stolons or "daughter" plants. Water hyacinth will never be completely eradicated, however management is necessary to control its rapid growth, as the mats it forms can double their size in 6-18 days.



### Old World Climbing Fern (*Lygodium microphyllum*)

OWCF climbs into the tree canopy and competes with canopy trees and understory vegetation for light. It can completely engulf Everglade tree islands, pinelands, and cypress swamps, and spreads across open wetland marshes. It can kill mature trees along with their associated epiphytic orchids and bromeliads, and smother understory vegetation, preventing regeneration of the native plant community. As time progresses, a thick mat of old fern material accumulates on the ground, severely altering the habitat. When fire occurs, the fern carries fire into the tree canopy, causing greater damage and transporting fire through wet areas that otherwise present a boundary to the spread of fire. Rare plant species, such as the tropical curlygrass fern (*Actinostachys pennula*) and thin-leaved vanilla orchid (*Vanilla mexicana*), are threatened in their last remaining habitats, such as northern Everglade tree islands and coastal bay swamps. However, the highest potential for significant damage to native plant populations is in areas such as Fakahatchee Strand State Preserve, Everglades National Park, and Big Pine Key National Wildlife Refuge, where numerous rare plants occur.

### Torpedograss (*Panicum repens*)

Torpedograss is one of the most serious weeds in Florida. It grows in or near shallow waters forming monocultures where it can quickly displace native vegetation. By 1992, torpedograss had taken over 70% of Florida's public waters. The largest infestations can be found in Lake Okeechobee where it displaces close to 7,000 acres of native marsh. Torpedograss management costs approximately \$2 million a year in flood control systems. The denseness of the mats may impede water flow in ditches and canals and restrict recreational use of shoreline areas of lakes and ponds. Preventive control can be accomplished by preventing the spread and fragmentation of rhizomes. This can be very difficult because if even a tiny fragment of rhizome is left in an area, it will reestablish itself. Control of infestations near waterways will prevent long-range spread via water and this should be a priority. Glyphosate has been the most effective herbicide used to control torpedograss.

### Cuban Bulrush (*Cyperus blepharoleptos*)

*Cyperus blepharoleptos* (Cuban bulrush) forms large monotypic floating mats on the surface of standing water. These mats may send out runners over other emergent plant species and crowd them or exclude them. Cuban bulrush does not appear to be a dangerous invasive throughout much of the world, but is "aggressively weedy" and is known to be invasive in Georgia and Alabama, US.

\*2021 University of Florida / IFAS / Center for Aquatic & Invasive Plants

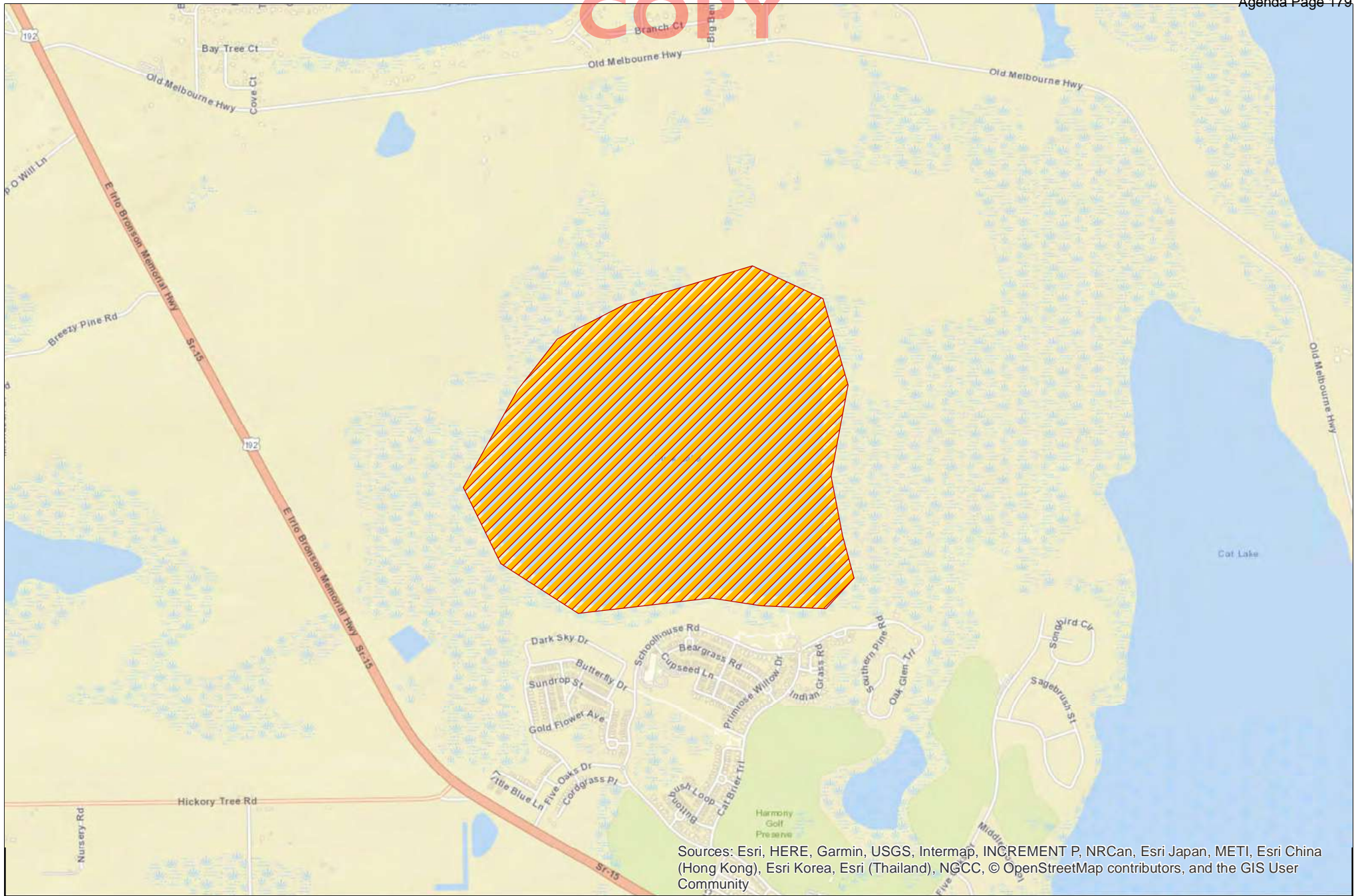
Initial intense maintenance event(s) will be required to get Buck Lake and its associated canals back into natural condition. Current conditions include an over abundance of water hyacinth, Cuban bulrush and *Salvinia minima*. These plants have choked out the canals located within Harmony West. Once initial events have been completed, a standard monthly maintenance can begin to keep the canals and Buck Lake clear of nuisance vegetation.

Specific management practices that will be employed within Buck Lake will consist of hand clearing and/or herbicide application, as required. These management practices will be utilized in an effort to control and eradicate any nuisance, noxious, invasive or opportunistic species within the lake. These management practices will be employed within the entire lake as needed. Monthly maintenance inspections will occur within Buck Lake to determine what, if any, management activities are required. Details of the management activities will be noted in a monthly treatment report.

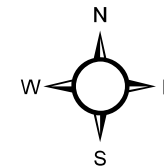
All portions of Buck Lake will be managed for the benefit of wildlife, vegetative composition, and water quality. Obviously, the most important component of the management is treatment of nuisance and noxious vegetation, in perpetuity. Maintenance will include removal of any exotic or nuisance plant species (including, but not limited to water hyacinth, torpedo grass, old world climbing fern, Cuban bulrush, etc...). Water quality issues will be targeted and dealt with.

Staff will refer to the Florida Exotic Pest Plant Council Invasive Plant List (2019) to determine exotic and nuisance plants to manage. Licensed applicators through the Florida Department of Agriculture and Consumer Services will be utilized to apply herbicides. This Buck Lake Management Plan is designed to allow for anthropogenic enjoyment and wildlife proliferation throughout the lake, canals and adjacent wetlands.

COPY



Harmony West-Buck Lake  
 Osceola County, Florida  
 Figure 1  
 Location Map



0 600 1,200 2,400  
 Feet

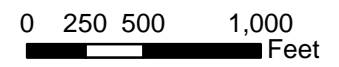
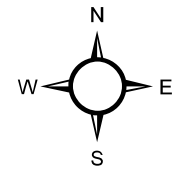
Project #: 1277-01  
 Produced By: JEB  
 Date: 6/29/2021

COPY



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Harmony West-Buck Lake  
 Osceola County, Florida  
 Figure 2  
 Buck Lake and Canals



## RESOLUTION 2021-\_\_

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT ADOPTING AS A RULE THE POLICIES FOR USE OF BUCK LAKE AND OTHER STORMWATER MANAGEMENT FACILITIES, AND A DISCIPLINARY AND ENFORCEMENT RULE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Harmony West Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and being situated in Osceola County, Florida; and

**WHEREAS**, Chapters 120 and 190, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, the Board of Supervisors ("**Board**") finds that it is in the best interests of the District to adopt as rules, and by resolution, the *Policies for Use of Buck Lake and Other Stormwater Management Facilities* ("**Property Rules**"), attached hereto as **Exhibit A**, and the *Disciplinary & Enforcement Rule* ("**Enforcement Rule**"), attached as **Exhibit B**, for immediate use and application; and

**WHEREAS**, the Board has complied with applicable Florida law concerning rule development and adoption.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT:**

- 1. RULE ADOPTION.** The attached Property Rules and Enforcement Rule are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These rules shall stay in full force and effect until such time as they are otherwise amended by the Board.
- 2. SEVERABILITY.** In the event that any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.
- 3. EFFECTIVE DATE.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**PASSED AND ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

**HARMONY WEST COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson

- Exhibit A:** Policies for Use of Buck Lake and Other Stormwater Management Facilities
- Exhibit B:** Disciplinary & Enforcement Rule

DRAFT

**EXHIBIT A**

**Policies for Use of Buck Lake and Other Stormwater Management Facilities**

DRAFT

**CONSENT AND WAIVER AGREEMENT  
- Harmony West Community Development District -**

The Harmony West Community Development District (“**District**”) owns and/or operates Buck Lake and other properties (“**Property**”) for the District’s patrons. In consideration for being allowed to use the Property and/or participate in activities at the Property (together, “**Activities**”), I hereby voluntarily assume any and all risk, including injury to my person and property, relating to the Activities, and agree to indemnify, defend and hold harmless the District, Harmony Community Development District, Forestar (USA) Real Estate Group, Inc. and any of their affiliates, supervisors, officers, staff, agents, employees, volunteers, organizers, officials or contractors (collectively, the “**Indemnitees**”) from any claim, liability, cost, or loss of any kind sustained or incurred by either any of the Indemnitees or by other residents, users or guests, and resulting from any acts or omissions of myself, my family members, or my guests, and arising out of or incident to the Activities, unless such loss is solely the result of Indemnitees’ gross negligence or intentional, willful, or wanton misconduct. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules and regulations of the District, as currently in effect and as may be amended from time to time. I have read and understand the terms of this Consent and Waiver Agreement and have willingly signed below as my own free act, being both of lawful age and legally competent to do so. Nothing herein shall constitute or be construed as a waiver of the District’s limitations on liability contained in section 768.28, Florida Statutes or other statute or law.

Participant Name: \_\_\_\_\_

Participant Signature: \_\_\_\_\_  
(if Participant is 18 years of age or older)

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

Parent/Guardian Name: \_\_\_\_\_  
(if Participant is a minor child)

Parent/Guardian Signature: \_\_\_\_\_  
(if Participant is a minor child)

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number (home): \_\_\_\_\_

Phone Number (alternate): \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.**

**PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be**



required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

## EXHIBIT B

### Harmony West Community Development District *Disciplinary & Enforcement Rule*

---

In accordance with Chapters 190 and 120 of the Florida Statutes, and after a duly noticed public meeting and public hearing, the Board of Supervisors of the Harmony West Community Development District adopted the following rules.

---

1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of Buck Lake and other properties (together, “**Property**”) owned and/or managed by the District.

2. **General Rule.** All persons using and/or accessing the Property are responsible for compliance with, and shall comply with, the rules established for the safe operations of the Property.

3. **Suspension of Rights.** The District, through its Board, District Manager, and/or Property Manager, shall have the right to restrict, suspend, or terminate the privileges of any person to use the Property for any of the following behavior:

- a. Submits false information on any application for use of the Property;
- b. Exhibits unsatisfactory behavior, deportment or appearance;
- c. Fails to pay amounts owed to the District in a proper and timely manner;
- d. Fails to abide by any District rules or policies, including but not limited to the District’s “Policies for Use of Buck Lake and Other Stormwater Management Facilities;”
- e. Treats the District’s supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- f. Damages or destroys District property; or
- g. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests.

4. **Authority of Property Manager.** The Property Manager or his or her designee has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed. The Property Manager or his or her designee may at any time restrict or suspend for cause or causes, including but not limited to those

described above, any person's (and his/her family's) privileges to use any or all of the amenities for a period not to exceed thirty days. For purposes of this rule, the Property Manager includes representatives of \_\_\_\_\_, or any other person or entity designated by the District's Board in writing as Property Manager.

5. **Authority of District Manager.** The District Manager may at any time restrict, suspend or terminate for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the Property for a period greater than thirty days. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors.

6. **Enforcement of Penalties/Fines.** For any of the reasons set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of \$1,000 – in addition to any amounts for damages – and collect such fine, damages and attorney's fees as a contractual lien or as otherwise provided pursuant to Florida law.

7. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. An authorization letter is attached hereto as **Exhibit 1**.

8. **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2020)

EXHIBIT 1: AUTHORIZATION LETTER

HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT

c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road #410W
Boca Raton, Florida 33431
(561) 571-0010

\_\_\_\_\_, \_\_\_, 2021

Osceola County Sheriff's Office
[INSERT ADDRESS]

Re: Harmony West Community Development District Authorization for
Law Enforcement Officers to Enforce Trespass Violations

To Whom It May Concern:

I serve as District Manager for the Harmony West Community Development District and am
authorized to issue this letter on behalf of the District. Pursuant to District Resolution 2021-\_\_\_, a copy
of which is attached, please be advised that:

- 1. The District's rules forbid certain activities on the District's property, which
includes Buck Lake and certain other properties (together, "Property"), a map of
which are attached hereto; and
2. The District hereby authorizes any law enforcement officer to order trespassers
to leave the Property for violation of the District's policies (as stated in Item 1
above), and to otherwise enforce the provisions of Sections 810.08 and 810.09
of the Florida Statutes and any other applicable law against any such
trespassers; and
3. The following are authorized to contact law enforcement officers in Osceola
County, Florida and provide this written authorization to law enforcement
officers for the purpose of enforcing the District's policy (as stated in Item 1
above) and Florida law: (a) \_\_\_\_\_, the District's Manager,
with \_\_\_\_\_; and (b) any of the staff or representatives of the
foregoing; and
4. The Board of Supervisors and staff of the Harmony West Community
Development District will aid in the prosecution of any individuals arrested
pursuant to this grant of authority.

Should you have any questions, please contact me at \_\_\_\_\_.

Sincerely,
Cindy Cerbone
District Manager

Exhibit A: Map of District Property

**HARMONY AND HARMONY WEST COMMUNITY DEVELOPMENT DISTRICTS'  
JOINT POLICIES FOR USE OF BUCK LAKE**

**Buck Lake Policies**

Buck Lake is a recreational lake and wildlife habitat located adjacent to Harmony and Harmony West Community Development Districts ("Districts"). These policies are intended to maintain Buck Lake for the recreational benefit of the residents of the Districts.

1. Swimming, bathing, wading and diving are prohibited in Buck Lake.
2. Boating and fishing are permissible on Buck Lake.
3. Prior to using any boat in Buck Lake, it must be thoroughly washed, off-site, if it has been used in another water body.
4. Permissible boat types that may be used on Buck Lake include oar or paddle driven boats, such as canoes, kayaks, row boats, and sculls; single hulled sail boats; and battery powered electric boats. With the exception of rescue operations or aquatic maintenance, use of gasoline or diesel-powered boats on Buck Lake is strictly prohibited. Boats may not exceed 20 feet in length. Boats used on Buck Lake must be operable and kept in good repair.
5. All federal, state, and local boating laws as well as all Joint District policies, regulations, and guidelines must be adhered to while using boats on Buck Lake.
6. All boats on Buck Lake must be equipped with life jackets and operated in a safe and courteous manner.
7. Any person operating or using a boat on Buck Lake must use his or her best efforts to protect the premises, equipment, and improvements owned by the Districts.
8. Only mushroom anchors are allowed on Buck Lake.
9. Fishing on a catch and release basis is recommended in Buck Lake; however, any person that elects to keep a fish should refrain from cleaning fish lakeside or from a boat. It is encouraged, but not required, to use barbless hooks for fishing. Fishing policies on Buck Lake follow the Florida Fish and Wildlife Conservation Commission ("FWC") state freshwater fishery harvest guidelines.
10. Fishing lines must not be left unattended.

11. The following items are prohibited on or near Buck Lake: large nets, traps, spears, firearms, air rifles, and bows and arrows.
12. Any hazardous condition concerning Buck Lake must be immediately reported to the District Manager and the proper authorities.
13. No foreign materials may be disposed of in Buck Lake including, but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers or any other material that may be detrimental to the lake environment.
14. Feeding of any birds, fish, or other wildlife is prohibited.
15. Due to safety considerations, pets and other companion animals are not allowed in Buck Lake or the immediate shoreline area or on any watercraft. Disabled individuals, however, may be accompanied by one service dog for assistance, provided that: (a) The dog is wearing a vest or has other proper marking that clearly identifies the dog as a service dog; (b) The dog is kept under control on a leash at all times; and (c) The dog is kept out of the water and away from the immediate shoreline areas.
16. Property owners and residents of the District are responsible for their tenants', guests', and invitees' adherence to these policies.
17. Children who are eleven (11) years of age or younger must be supervised by an adult while in the immediate Buck Lake shoreline area.
18. Tuesday is a day of rest for Buck Lake. No activity is permitted on Buck Lake. Fishing from the shore is permissible on Tuesdays.
19. For any wildlife removal requests, please contact FWC.

**Violation of the policies set forth herein may result in suspension or termination of amenity privileges and in the case of trespassing on private property, a criminal violation pursuant to Florida law.**

**The Harmony and Harmony West Community Development Districts are not responsible for injury or damage to persons or property, including accidental death, resulting from the use of Buck Lake or the Ponds.**

**These Policies may be amended and/or updated as the Districts jointly deem necessary.**

**(Adopted \_\_\_\_ 2021)**

DRAFT



October 22, 2021

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

**Proj: Harmony West - Buck Lake Management**  
**Re: Proposal for Environmental Services - (BTC Proposal No. 21-1034)**

Dear Cindy:

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

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

Regards,  
Jay Baker  
Director

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

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

Jacksonville Office  
1157 Beach Boulevard  
Jacksonville Beach, FL 32250

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

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

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

407.894.5969  
877.894.5969  
407.894.5970 fax

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

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

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

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

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

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

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

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

**NOTES:** Buck Lake and associated areas on the lakeshore will be treated from a boat to ensure the entire lake is treated. Monthly=\$14,400.00 annual.

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

INITIAL:  (BTC) \_\_\_\_\_ (Client)





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

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

|                          |                        |
|--------------------------|------------------------|
| Expert Witness           | \$350.00-\$400.00/Hour |
| President, John Miklos   | \$235.00/hour          |
| Vice President/Directors | \$165.00/Hour          |
| Project Manager          | \$150.00/Hour          |
| Wildlife Specialist      | \$140.00/Hour          |
| Field Biologist          | \$125.00/Hour          |
| Field Technician         | \$105.00/Hour          |
| GIS                      | \$100.00/Hour          |
| Administrative           | \$60.00/Hour           |
| Materials Cost           | Cost + 12%             |

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

**MUTUALLY UNDERSTOOD AND AGREED:**

  
\_\_\_\_\_  
**John Miklos, President**  
**Bio-Tech Consulting, Inc.**

October 22, 2021  
\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Signatory**

\_\_\_\_\_  
**Date**

INITIAL:  (BTC) \_\_\_\_\_ (Client)



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

Billing Information: Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Please check here if you prefer to receive a paper invoice**

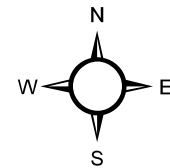
INITIAL:   *JC*   (BTC) \_\_\_\_\_ (Client)

COPY



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Harmony West-Buck Lake  
 Osceola County, Florida  
 Figure 2  
 Buck Lake and Canals



0 250 500 1,000  
 Feet

Project #: 1277-01  
 Produced By: JEB  
 Date: 6/29/2021

[i]

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

**SECTION 1: RESPONSIBILITIES**

1.1 Bio-Tech Consulting, Inc. heretofore referred to as the “Consultant” has the responsibility for providing the services described under the “Scope of Services” section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner.

1.2 The “Client”, or a duly authorized representative, is responsible for providing the Consultant with a clear understanding of the project nature and scope. The Client shall supply the Consultant with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow the Consultant to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

**SECTION 2: STANDARD OF CARE**

2.1 Services performed by the Consultant under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant’s profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

2.2 The Client recognizes that conditions may vary from those observed at locations where observations and analysis has occurred, and that site conditions may change with time. Data, Interpretations, and recommendations by the Consultant will be based solely on information available to the Consultant at the time of service. The Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties’ interpretations or use of the information developed.

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

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

**SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL**

4.1 Any samples obtained from the project during performance of the work shall remain the property of the Client.

4.2 The Consultant will dispose of or return to Client all remaining samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client’s expense upon Client’s prior written request.

[ii]

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

5.1 Consultant will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classification.

5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one percent (1%) per month, or the maximum rate allowed by law, on past due accounts.

5.3 If the Consultant incurs any expenses to collect overdue billing on invoices, the sums paid by the Consultant for reasonable attorney's fees, court costs, Consultant's time, Consultant's expenses, and interest will be due and owing by the Client.

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

6.1 All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant, as instruments of service, shall remain the property of the Consultant.

6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.

6.3 The Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

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

7.1 Client warrants that a reasonable effort has been made to inform Consultant of known or suspected hazardous materials on or near the project site.

7.2 Under this agreement, the term hazardous materials will include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls and asbestos.

7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. Consultant and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.

7.4 Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Consultant harmless for any and all consequences of disclosure made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility

[iii]

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

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

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

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

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

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

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

10.1 All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this Agreement will be submitted to 'alternative dispute resolution' (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law.

10.2 If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then: (a) the claim will be brought and tried in judicial jurisdiction of the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

[iv]

### **SECTION 11: TERMINATION**

11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed pursuant to this agreement through the date of termination.

11.2 In the event of termination or suspension for more than (3) three months, prior to completion of all reports contemplated by this Agreement, Consultant may complete such analyses and records as are necessary to complete his files and also complete a report on the services performed to the date of notice of termination or suspension. The Consultant shall be entitled to payment for services for said completion, including all direct costs associated in completing such analyses, records and reports.

### **SECTION 12: ASSIGNS**

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

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

13.1 The laws of the State of Florida will govern the validity of these terms, their interpretation and performance.

13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

## **Sixth Order of Business**



**6A.**

Prepared by and Return to:  
Rosemarie Bacallao, Esq,  
Fromberg, Perlow & Kornik, P.A.  
20295 NE 29 Place, Suite 200  
Aventura, FL 33180

### DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT (hereinafter the "Easement") is made and entered into this \_\_\_ day of October, 2021, by and between Harmony Retail, LLC, a Florida limited liability company (the "Grantor") whose address is 7272 Harmony Square Drive Harmony, FL 34773, and Harmony Community Development District, a limited special and single purpose local government, created by Chapter 190, Florida Statutes, and established on the proposed property by county ordinance (the "Grantee"), whose address is 210 N. University Drive, Suite 102, Coral Springs, FL 33701.

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

WHEREAS, the Grantor and Grantee are parties to that certain Drainage Easement dated the 7<sup>th</sup> day of June, 2002 and recorded in the Public Records of Osceola County, Florida at O.R. Book 2125, Page 2078 as amended by that certain First Amendment recorded October 10, 2002, in Book 2125, Page 2090, and as further amended by that certain Second Amendment recorded November 25, 2003, in Book 2390, Page 1459, as further amended by that certain Third Amendment recorded November 1, 2004, in Book 2629, Page 288, as further amended by that certain Fourth Amendment recorded November 1, 2004, in Book 2629, Page 291, as further amended by that certain Fifth Amendment of Drainage Easement recorded June 24, 2005, in Book 2822, Page 1694, as further amended by that certain Sixth Amendment of Drainage Easement recorded October 27, 2006, in Book 3316, Page 2502, as further amended by that certain Seventh

Amendment of Drainage Easement recorded February 23, 2009, in [Book 3801, Page 2420](#), as further amended by that certain Eighth Amendment recorded January 21, 2016, in [Book 4903, Page 749](#), and, as further amended by that certain Ninth Amendment recorded December 30, 2016, in [Book 5078, Page 1765](#), of the Public Records of Osceola County, Florida, which established a blanket easement (the “Blanket Drainage Easement”) over a parcel of land therein described as the District Property for the purposes of surface water maintenance and maintaining existing drainage infrastructure installed in connection with that certain through South Florida Water Management District Permit Number 49-01058-P (the “Permit”); and

WHEREAS, the Grantor is the owner of that certain parcel of land described in Exhibit A attached hereto, (the “Grantor Property”), all or a portion of which is included within the District Property; and

WHEREAS, the parties hereto have since removed the Grantor Property from the Blanket Drainage Easement; and

WHEREAS, the parties now desire to establish a new easement over the Grantor Property in favor of the Grantee for purposes of surface water maintenance and maintaining existing drainage infrastructure over certain areas of the Grantor Property.

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

1. The above recitals are true and correct and incorporated herein by this reference.
2. Grantor hereby grants to Grantee a perpetual, non-exclusive easement and assigns a perpetual, non-exclusive easement (the "Easement") over the Grantor Property for ingress and egress; surface water management, drainage, transmission, retention, and detention; and installation, maintenance, repair, replacement and operation of all structures, ponds, facilities, equipment and infrastructure as may be reasonably necessary to maintain compliance with the Permit (hereinafter the “Easement Area”).
3. The Easement shall be modified from time-to-time hereafter as may be necessary to ensure that Grantee will at all times have free and clear access to the surface water management system and the ability to temporarily utilize adjacent property for the purpose of performing its obligations to operate and maintain such system.

4. The Easement Property may be further modified by Grantor from time to time as may be necessary to maintain compliance with the Permit or to provide for future development of adjacent property, subject to the approval of the Grantee, which approval shall not be unreasonably denied, withheld or delayed.

5. Upon any amendment of this Easement Agreement to modify the description of the Easement Property, any property not included in such modified legal description shall be automatically released from the Easement.

6. Grantee hereby covenants not to unreasonably withhold, deny or delay its joinder into any and all amendments to this Easement Agreement or other instruments concerning the Permit as may be reasonably requested by Grantor to maintain compliance with the Permit or to provide for the development of any adjacent property.

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

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

9. No structures that would prohibit the use of the easement for its limited intended purpose of drainage conveyance and maintenance shall be constructed.

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

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

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

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

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

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

16. Any notice demand, request, consent, approval, designation, or other communication made pursuant to this Easement Agreement by one party to the other shall be in writing and shall be given or made or communicated by personal delivery (including courier service), or by United States registered or certified mail, returned receipt requested, addressed, in the case of Grantor to:

Harmony Retail, LLC  
7272 Harmony Square Drive  
Harmony, FL 34773

and in the case of Grantee to:

Harmony Community Development District  
210 N. University Drive, Suite 102  
Coral Springs, FL 33701

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

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

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

Signed, sealed, and delivered in the presence of:

“Grantor”:

Harmony Retail, LLC, a Florida limited liability company

By: \_\_\_\_\_  
Steve Fusilier, Manager

\_\_\_\_\_  
Signature of Witness  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness  
Print Name: \_\_\_\_\_

STATE OF FLORIDA )  
 )SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me, this \_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_ physical presence or \_\_\_ on-line notary, by Steve Fusilier, as Manager of Harmony Retail, LLC, a Florida limited liability company. He/she is \_\_\_ personally known to me or has produced \_\_\_\_\_ as valid identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Signature  
\_\_\_\_\_  
Notary Name Printed  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

Signed, sealed, and delivered  
in the presence of:

“Grantee”:

Harmony Community Development District,  
a special and single purpose local  
government under Chapter 190, Florida  
Statutes

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

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

As its: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

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

\_\_\_\_\_  
Signature of Witness

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

STATE OF FLORIDA                    )  
  )SS  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me, this \_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_ physical presence or \_\_\_ on-line notary, by \_\_\_\_\_ as \_\_\_\_\_, of the Harmony Community Development District, a special and single purpose local government under Chapter 190, Florida Statutes. He/she is \_\_\_ personally known to me or has produced \_\_\_\_\_ as valid identification.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Notary Name Printed

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)



EXHIBIT A

EASEMENT AREA

COPY

# SKETCH OF DESCRIPTION

**LEGAL DESCRIPTION**

A portion of Ingress/Egress Utility Tract B-1, Ingress/Egress Utility Tract 2, and Tract X, Birchwood Neighborhoods B & C, as Filed and Recorded in Plat Book 14, Pages 67 through 73 of the Public Records of Osceola County, Florida, lying in a portion of Section 30, Township 26 South, Range 32 East, Osceola County, Florida, being more particularly described as follows:

Beginning at the Northwest corner of said Ingress/Egress Utility Tract B-1, said corner lying on a curve to the left, concave to the Northeast, having a radius of 896.00 feet and a Central Angle of 03°54'23", thence run Easterly along the arc of said curve a distance of 61.09 feet (Chord Bearing = S68°10'39"E, Chord = 61.08 feet) to the Northeast corner of said Ingress/Egress Utility Tract B-1, said corner lying on the Westerly line of said Tract X; thence run the following nine (9) courses along said Westerly line of tract X: S21°10'19"W, a distance of 71.00 feet to a point on a non-tangent curve, concave to the East, having a Radius of 1,968.50 feet and a Central Angle of 05°15'50"; thence run Southerly along the arc of said curve, a distance of 180.85 feet (Chord Bearing = S17°54'18"W, Chord = 180.79 feet); thence run S15°17'36"W, a distance of 35.50 feet; thence run S15°16'56"W, a distance of 40.31 feet; thence run S15°18'17"W, a distance of 147.12 feet to a point on a non-tangent curve, concave to the West, having a Radius of 1,531.40 feet and a Central Angle of 07°38'28"; thence run Southerly along the arc of said curve, a distance of 204.23 feet (Chord Bearing = S19°05'38"W, Chord = 204.08 feet); thence run S22°54'52"W, a distance of 13.90 feet; thence run S67°05'37"E, a distance of 26.20 feet; thence run S22°54'23"W, a distance of 56.74 feet; thence departing said Westerly line run S67°05'08"E, a distance of 30.93 feet to the Point of Curvature of a curve concave to the North, having a Radius of 1,055.00 feet and a Central Angle of 07°38'29"; thence run Easterly along the Arc of said curve, a distance of 140.70 feet (Chord Bearing = S70°54'22"E, Chord = 140.60 feet); thence run S74°43'37"E, a distance of 263.44 feet; thence run S15°16'20"W, a distance of 7.90 feet; thence run S20°46'55"W, a distance of 151.35 feet; thence run S77°52'22"E, a distance of 198.27 feet; thence run S69°37'42"E, a distance of 80.58 feet to a point on the Easterly line of said Tract X, said point being on a non-tangent curve, concave to the East, having a Radius of 551.00 feet and a Central Angle of 04°53'34"; thence run Southerly along the arc of said curve, a distance of 47.05 feet (Chord Bearing = S02°25'12"W, Chord = 47.04 feet); thence run S00°01'35"E along said Easterly line, a distance of 17.28 feet to the Point of Curvature of a curve concave to the West, having a Radius of 249.00 feet and a Central Angle of 26°30'32"; thence run Southerly along the Arc of said curve, a distance of 115.20 feet (Chord Bearing = S13°13'41"W, Chord = 114.18 feet) to the Southeast corner of said Tract X; thence continue along said curve having a Radius of 551.00 feet and a Central Angle of 02°06'58"; thence run Southwesterly along the arc of said curve, a distance of 9.20 feet, (Chord Bearing = S27°32'26"W, Chord = 9.20 feet); thence run N60°13'23"W, a distance of 1,074.17 feet to a point on the Westerly line of said Ingress/Egress Utility Tract B-1; thence run N22°54'52"E along said Westerly line, a distance of 76.69 feet; thence departing said Westerly line run S67°05'08"E, a distance of 20.00 feet; thence run N22°54'52"E, a distance of 50.64 feet; thence run S67°05'08"E, a distance of 204.31 feet; thence run N22°57'50"E, a distance of 100.07 feet to a point on the Westerly line of said Tract Ingress/Egress Utility Tract B-1; thence run the following three (3) courses along said Westerly line: N17°06'58"E, a distance of 312.86 feet; thence run N14°11'20"E, a distance of 76.77 feet to a point on a non-tangent curve, concave to the East, having a Radius of 2,302.13 feet and a Central Angle of 06°26'24"; thence run Northerly along the arc of said curve, a distance of 258.75 feet (Chord Bearing = N18°42'24"E, Chord = 258.62 feet) to the Point of Beginning.

Containing 227,600.00 square feet or 5.22 acres, more or less.

**NOTES**

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS. THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY. NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: **BOYD CIVIL ENGINEERING, INC.**

|                |                   |                     |
|----------------|-------------------|---------------------|
| DATE OF SKETCH | 10/12/2021        | REVISIONS           |
| SCALE          | 1" = 150'         |                     |
| F.B.           | PAGE              |                     |
| SECTION        | 30 & 31           |                     |
| TWP.           | 26 S., RNG. 32 E. |                     |
| JOB NO.        | 21-086A           | <b>SHEET 1 OF 3</b> |

**JOHNSTON'S**  
SURVEYING INC.  
900 Cross Prairie Parkway, Kissimmee, Florida 34744  
Tel. (407) 847-2179 Fax (407) 847-6140

*R.D.B.* 10/12/21  
RICHARD D. BROWN, P.S.M #5700 (DATE)  
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

Prepared by and Return to:  
Rosemarie Bacallao, Esq,  
Fromberg, Perlow & Kornik, P.A.  
20295 NE 29 Place, Suite 200  
Aventura, FL 33180

#### TENTH AMENDMENT OF DRAINAGE EASEMENT

THIS TENTH AMENDMENT OF DRAINAGE EASEMENT (hereinafter the "Tenth Amendment") is made and entered into this \_\_\_ day of October, 2021, by and between Compass Trading Company, LLC, a Florida limited liability company as successor in interest to Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership (collectively the "Grantor") whose address is 7272 Harmony Square Drive Harmony, FL 34773 UN, and Harmony Community Development District, a limited special and single purpose local government, created by Chapter 190, Florida Statutes, and established on the proposed property by county ordinance (the "Grantee"), whose address is 610 Sycamore Street, Suite 130, Celebration, Florida 34747.

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

WHEREAS, Grantor and Grantee are parties to that certain Drainage Easement dated the 7<sup>th</sup> day of June, 2002 and recorded in the Public Records of Osceola County, Florida at O.R. Book 2125, Page 2078 as amended by that certain First Amendment recorded October 10, 2002, in [Book 2125, Page 2090](#), as further amended by that certain Second Amendment recorded November 25, 2003, in [Book 2390, Page 1459](#), as further amended by that certain Third Amendment recorded November 1, 2004, in [Book 2629, Page 288](#), as further amended by that certain Fourth Amendment recorded November 1, 2004, in [Book 2629, Page 291](#), as further amended by that certain Fifth Amendment of Drainage Easement recorded June 24, 2005, in [Book 2822, Page 1694](#), as further amended by that certain Sixth Amendment of Drainage Easement recorded October 27, 2006, in [Book 3316, Page 2502](#), as further amended by that certain Seventh Amendment of Drainage Easement recorded February 23, 2009, in [Book 3801, Page 2420](#), as further amended by that certain Eighth Amendment recorded January 21, 2016, in [Book 4903, Page 749](#), and, , as further

amended by that certain Ninth Amendment recorded December 30, 2016, in Book 5078, Page 1765, of the Public Records of Osceola County, Florida (collectively the "Drainage Easement").

WHEREAS the Drainage Easement establishes an easement for surface water management over certain areas of land as described therein (the "Easement Property"); and

WHEREAS, the Grantors are the owners of certain area of land as described in Exhibit A (the "Subject Property") attached hereto which is currently subject to the Drainage Easement; and

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

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

1. The above recitals are true and correct and incorporated herein by this reference.

2. Pursuant to Paragraph 4 of the Drainage Easement, the Easement Property shall hereby, for all purposes hereafter, be deemed to exclude all of the property described in Exhibit A attached hereto and such property shall no longer be subject to the Drainage Easement.

3. The Easement, as defined in the Easement Agreement, shall, as set forth in the Easement Agreement, automatically be deemed vacated, terminated and released for all purposes from the Property described in Exhibit A attached hereto.

4. Simultaneously with the filing of this Tenth Amendment, the parties shall establish and create a new easement for the purposes of surface water management as to the Subject Property and identify the area of the Subject Property to be subject to such new easement.

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

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

Signed, sealed and delivered in the presence of:

“Grantor”:

Compass Trading Company, LLC, a Florida limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
As its: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness  
Print Name: \_\_\_\_\_

STATE OF FLORIDA                    )  
  )SS  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me, this \_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_ physical presence or \_\_\_ on-line notary, \_\_\_\_\_, as \_\_\_\_\_ of Compass Trading Company, LLC, a Florida limited liability company. He/she is \_\_\_ personally known to me or has produced \_\_\_\_\_ as valid identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Signature  
\_\_\_\_\_  
Notary Name Printed  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

“Grantee”:

Harmony Community Development District,  
a special and single purpose local  
government under Chapter 190, Florida  
Statutes

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

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

As its: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

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

\_\_\_\_\_  
Signature of Witness

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

STATE OF FLORIDA                    )  
  )SS  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me, this \_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_ physical presence or \_\_\_ on-line notary, by \_\_\_\_\_ as \_\_\_\_\_, of the Harmony Community Development District, a special and single purpose local government under Chapter 190, Florida Statutes. He/she is \_\_\_ personally known to me or has produced \_\_\_\_\_ as valid identification.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Notary Name Printed

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)

## EXHIBIT A

PROPERTY TO BE REMOVED FROM THE  
BLANKET DRAINAGE EASEMENT

## Legal Description:

BEG AT NE COR OF ASHLEY PARK AT HARMONY, PB 19 PGS 34-38, S 41 DEG W 76.34 FT TO NON-TAN CURVE, CONC SE, RAD 73.50 FT, CENT ANG 20 DEG, (CH BEARING S 31 DEG W 25.93 FT), SWLY ALONG CURVE 26.06 FT, S 21 DEG W 601.93 FT TO POC, CONC E, RAD 73.50 FT, CENT ANG 25 DEG, (CH BEARING S 08 DEG W 31.50 FT), SLY ALONG CURVE 31.74 FT, S 04 DEG E 48.44 FT, N 23 DEG E 50.10 FT, S 67 DEG E 264.57 FT, N 23 DEG E 43.34 FT, N 17 DEG E 312.86 FT, N 14 DEG E 76.77 FT TO NON-TAN CURVE, CONC E, RAD 2302.13 FT, CENT ANG 06 DEG, (CH BEARING N 19 DEG E 258.62 FT), NLY ALONG CURVE 258.75 FT TO NON-TAN CURVE, CONC NE, RAD 850.50 FT, CENT ANG 15 DEG, (CH BEARING N 58 DEG W 228.31 FT), NWLY ALONG CURVE 229 FT TO POB

COPY



Katrina S. Scarborough, CFA, CCF, MCF  
Osceola County Property Appraiser

Clear

- Home
- Base Maps
- Layers
- Sales
- Identify
- Tools
- Print

Identify

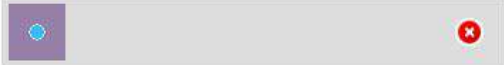
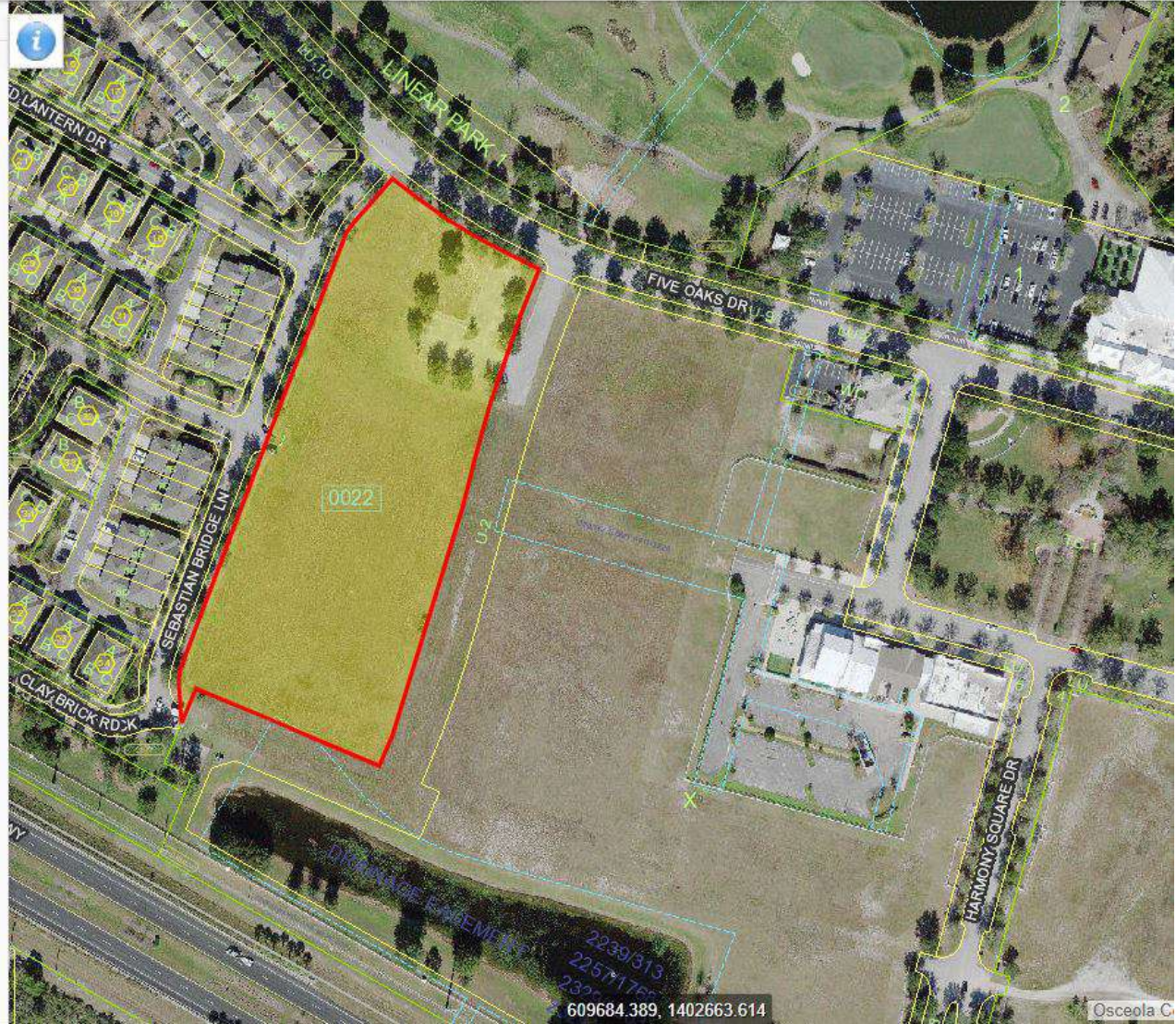


Image Not Found

- TRIM Notice
- Property Record Card
- Tax Collector
- NEW - Bird's Eye View

- Info
- Values
- Building
- Land
- XFOB
- Sales

|                  |  |
|------------------|--|
| Parcel           | <a href="#">30-26-32-0000-0022-0000</a>  |
| Owner Name       | COMPASS TRADING COMPANY LLC  |
| Mailing Address  | 26 ISLAND ESTATES PKWY<br>PALM COAST, FL 32137   |
| Physical Address | HARMONY SQUARE DR E, HARMONY<br>FL 34773   |
| Property Type    | VACANT   |
| Tax District     | 300 - OSCEOLA COUNTY   |
| Acres            | 4.39   |
| Desc.            | BEG AT NE COR OF ASHLEY PARK AT<br>HARMONY, PB 19 PGS 34-38, S 41 DEG<br>W 76.34 FT TO NON-TAN CURVE ... |

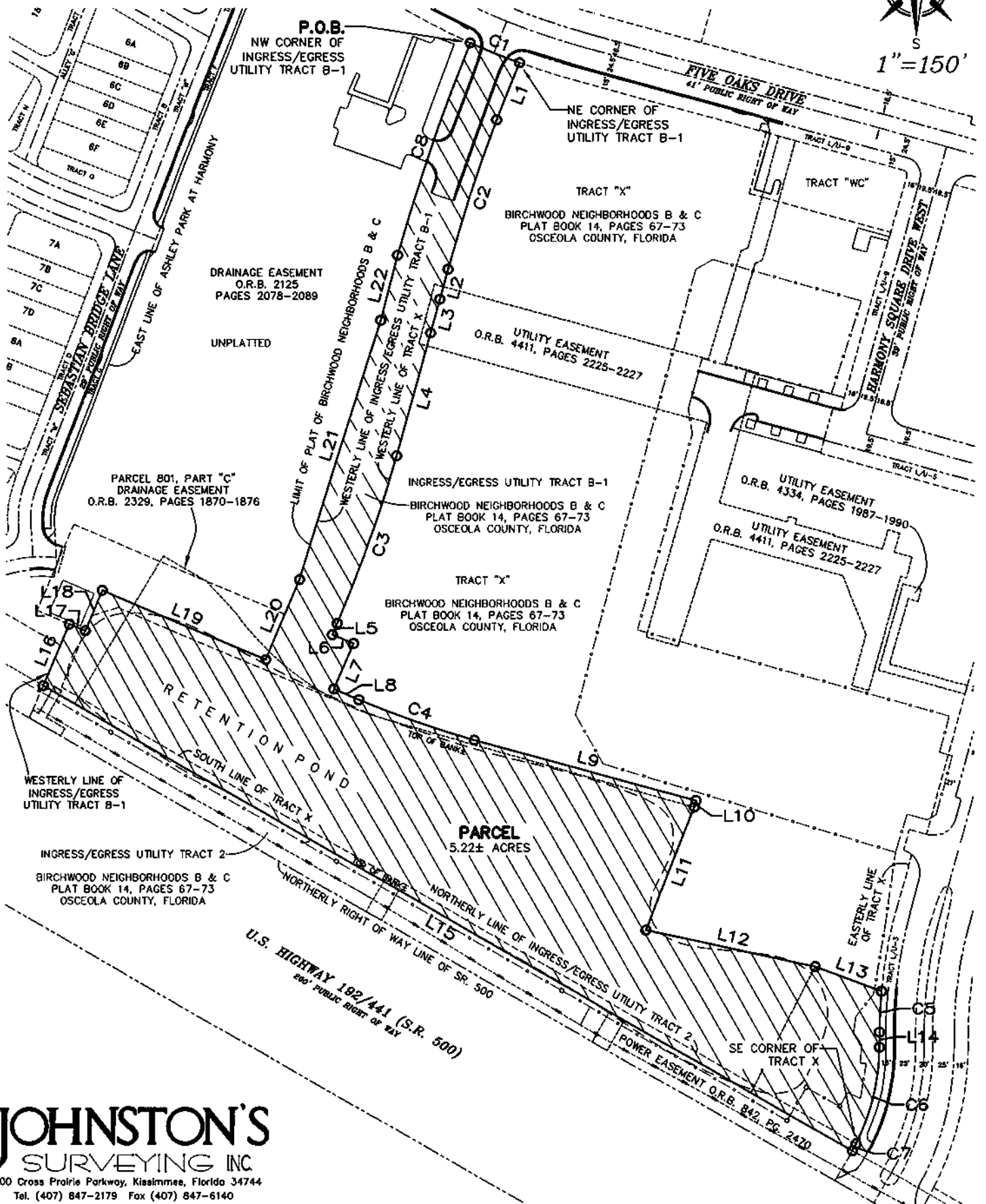
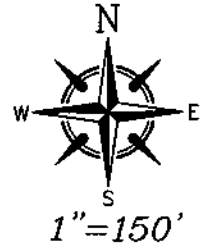


609684.389, 1402663.614

Osceola C



# SKETCH OF DESCRIPTION



**JOHNSTON'S**  
SURVEYING INC.  
900 Cross Prarie Parkway, Kissimmee, Florida 34744  
Tel. (407) 847-2179 Fax (407) 847-6140

COPY

## SKETCH OF DESCRIPTION

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE #     | DIRECTION   | LENGTH   |
| L1         | S21°10'19"W | 71.00'   |
| L2         | S15°17'36"W | 35.50'   |
| L3         | S15°16'56"W | 40.31'   |
| L4         | S15°18'17"W | 147.12'  |
| L5         | S22°54'52"W | 13.90'   |
| L6         | S67°05'37"E | 26.20'   |
| L7         | S22°54'23"W | 56.74'   |
| L8         | S67°05'08"E | 30.93'   |
| L9         | S74°43'37"E | 263.44'  |
| L10        | S15°16'20"W | 7.90'    |
| L11        | S20°46'55"W | 151.35'  |
| L12        | S77°52'22"E | 198.27'  |
| L13        | S69°37'42"E | 80.58'   |
| L14        | S00°01'35"E | 17.28'   |
| L15        | N60°13'23"W | 1074.17' |
| L16        | N22°54'52"E | 76.69'   |
| L17        | S67°05'08"E | 20.00'   |
| L18        | N22°54'52"E | 50.64'   |
| L19        | S67°05'08"E | 204.31'  |
| L20        | N22°57'50"E | 100.07'  |
| L21        | N17°06'58"E | 312.86'  |
| L22        | N14°11'20"E | 76.77'   |

| CURVE TABLE |         |           |        |              |              |
|-------------|---------|-----------|--------|--------------|--------------|
| CURVE #     | RADIUS  | DELTA     | LENGTH | CHD. BEARING | CHORD LENGTH |
| C1          | 896.00  | 3°54'23"  | 61.09  | S68°10'39"E  | 61.08        |
| C2          | 1968.50 | 5°15'50"  | 180.85 | S17°54'18"W  | 180.79       |
| C3          | 1531.40 | 7°38'28"  | 204.23 | S19°05'38"W  | 204.08       |
| C4          | 1055.00 | 7°38'29"  | 140.70 | S70°54'22"E  | 140.60       |
| C5          | 551.00  | 4°53'34"  | 47.05  | S02°25'12"W  | 47.04        |
| C6          | 249.00  | 26°30'32" | 115.20 | S13°13'41"W  | 114.18       |
| C7          | 249.00  | 2°06'58"  | 9.20   | S27°32'26"W  | 9.20         |
| C8          | 2302.13 | 6°26'24"  | 258.75 | N18°42'24"E  | 258.62       |

**6B.**

**COPY****Berger, Toombs, Elam,  
Gaines & Frank**

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950772/461-6120 // 461-1155  
FAX: 772/468-9278

September 7, 2021

Harmony Community Development District  
Inframark Infrastructure Management Services  
210 North University Drive, Suite 702  
Coral Springs, FL 33071**The Objective and Scope of the Audit of the Financial Statements**

You have requested that we audit the financial statements of Harmony Community Development District, which comprise governmental activities and each major fund as of and for the year ended September 30, 2021, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2021.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

**The Responsibilities of the Auditor**

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

Fort Pierce / Stuart



Harmony Community Development District  
September 7, 2021  
Page 2

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will maintain our independence in accordance with the standards of the American Institute of Certified public Accountants.



Harmony Community Development District  
September 7, 2021  
Page 3

## **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
3. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
  - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline;



Harmony Community Development District  
September 7, 2021  
Page 4

- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this arrangement letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

### **Reporting**

We will issue a written report upon completion of our audit of Harmony Community Development District's financial statements. Our report will be addressed to the Board of Harmony Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

### **Records and Assistance**

During the course of our engagement, we may accumulate records containing data that should be reflected in the Harmony Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with an Inframark accountant. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

### **Other Relevant Information**

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.

**COPY**

Harmony Community Development District  
September 7, 2021  
Page 5

### **Fees, Costs and Access to Workpapers**

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2021 will not exceed \$4,400, unless the scope of the engagement is changed, the assistance which Harmony Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by Harmony Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for Harmony Community Development District, Harmony Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.



**COPY**

Harmony Community Development District  
September 7, 2021  
Page 6

### **Information Security – Miscellaneous Terms**

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Harmony Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. Harmony Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Harmony Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Because Berger, Toombs, Elam, Gaines & Frank will rely on Harmony Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, Harmony Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Harmony Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and Harmony Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

COPY



Harmony Community Development District  
September 7, 2021  
Page 7

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam  
Gaines & Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK  
J. W. Gaines, CPA

Confirmed on behalf of the addressee:

\_\_\_\_\_  
\_\_\_\_\_

COPY



Judson B. Baggett | 6815 Dairy Road  
 MBA, CPA, CVA, Partner | Zephyrhills, FL 33542  
 Marci Reutimann | (813) 788-2155  
 CPA, Partner | (813) 782-8606

### Report on the Firm's System of Quality Control

To the Partners

October 30, 2019

Berger, Toombs, Elam, Gaines & Frank, CPAs, PL  
 and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, (the firm), in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [aicpa.org/prsummary](http://aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

#### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

#### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of *pass*.

*Baggett, Reutimann & Associates, CPAs, PA*  
 BAGGETT, REUTIMANN & ASSOCIATES, CPAs, PA  
Signed Electronically by Judson B. Baggett, CPA, CVA, Partner, AICPA, CVA, JBR101@mail.jbrbaggett.com

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,  
ELAM, GAINES AND FRANK AND HARMONY COMMUNITY  
DEVELOPMENT DISTRICT  
(DATED SEPTEMBER 7, 2021)**

**Public Records.** Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**INFRAMARK  
INFRASTRUCTURE MANAGEMENT SERVICES  
210 NORTH UNIVERSITY DRIVE, SUITE 702  
CORAL SPRINGS, FL 33071  
TELEPHONE: 954-603-0033  
EMAIL: \_\_\_\_\_**

**E-VERIFY REQUIREMENTS.** Auditor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Auditor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Auditor has knowingly violated Section 448.091, Florida Statutes.

If the Auditor anticipates entering into agreements with a subcontractor for the Work, Auditor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Auditor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Auditor has otherwise complied with its obligations hereunder, the District shall promptly notify the Auditor. The Auditor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Auditor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Auditor represents that no public employer has terminated a contract with the Auditor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**Auditor: J.W. Gaines**

**District: Harmony CDD**

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



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

**Title: Director**

**Title:** \_\_\_\_\_

**Date: September 7, 2021**

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

**6F.**

**6F.i.**



## **Nine Months of Billing Under Hourly Billing**

## Invoice Summary

| Invoice No    | Supplier                     | Invoice Date | Property              | Invoice Amount   |
|---------------|------------------------------|--------------|-----------------------|------------------|
| 16144         | YOUNG QUALLS, P.A. (HARMONY) | 01/05/2021   | Harmony (Harmony CDD) | 6,311.50         |
| 16127         | YOUNG QUALLS, P.A. (HARMONY) | 12/03/2020   | Harmony (Harmony CDD) | 10,757.25        |
| 16108         | YOUNG QUALLS, P.A. (HARMONY) | 11/04/2020   | Harmony (Harmony CDD) | 10,259.85        |
| 16090         | YOUNG QUALLS, P.A. (HARMONY) | 10/01/2020   | Harmony (Harmony CDD) | 9,428.25         |
| 16070         | YOUNG QUALLS, P.A. (HARMONY) | 09/03/2020   | Harmony (Harmony CDD) | 10,390.50        |
| 16048         | YOUNG QUALLS, P.A. (HARMONY) | 08/07/2020   | Harmony (Harmony CDD) | 5,465.00         |
| 16028         | YOUNG QUALLS, P.A. (HARMONY) | 07/08/2020   | Harmony (Harmony CDD) | 10,746.25        |
| 16007         | YOUNG QUALLS, P.A. (HARMONY) | 06/02/2020   | Harmony (Harmony CDD) | 7,620.00         |
| 15993         | YOUNG QUALLS, P.A. (HARMONY) | 05/06/2020   | Harmony (Harmony CDD) | 6,982.50         |
| <b>Total:</b> |                              |              |                       | <b>77,961.10</b> |

**COPY**

**Young Qualls, P.A.**  
**216 SOUTH MONROE STREET**  
**P.O. BOX 1833**  
**TALLAHASSEE, FL 32302**

**(850) 222-7206 Telephone**  
**(850) 765-4451 Facsimile**  
**Federal Tax I.D. 59-1480346**

Harmony  
 Harmony Community Development Dist.  
 c/o Kristen Suit, District Manager  
 inframark@avidbill.com

Page: 1  
 01/05/2021  
 ACCOUNT NO: 98866-003M  
 STATEMENT NO: 16144

General Counsel to District

PREVIOUS BALANCE \$21,017.10

|            |     |   | HOURS |          |
|------------|-----|---|-------|----------|
| 12/01/2020 | TL  | FUSILIER LITIGATION: depo prep, review meeting minutes, Fusilier Facebook posts, conference with TQ   | 3.00  | 375.00   |
|            | TL  | Phone conference with Harmony Central attorney and District Engineer re Road Regrade  | 0.30  | 37.50    |
|            | TRQ | FUSILIER LITIGATION: prep for depositions, review all legal documents, outline questions; phone conference with client  | 2.75  | 550.00   |
|            | SRT | FUSILIER LITIGATION: Communication to/from Judge Murphy's JA and opposing counsel regarding efforts to set Emergency Motion for Injunctive Relief for hearing | 1.00  | 65.00    |
| 12/02/2020 | TL  | FUSILIER LITIGATION: call client staff, depo attendance, display exhibits, take down the minutes for each deponent, conference with TQ                        | 4.25  | 531.25   |
|            | TRQ | FUSILIER LITIGATION: Preparation for and participation in depositions; debrief  | 5.00  | 1,000.00 |
| 12/03/2020 | TL  | Edit procurement policy   | 1.30  | 162.50   |
|            | TL  | DAVEY LITIGATION: review docket; case status review   | 0.10  | 12.50    |
|            | TL  | FUSILIER LITIGATION: : begin drafting discovery request   | 1.25  | 156.25   |
| 12/04/2020 | TL  | Phone conference with Brownie's attorney; edit procurement policy, discuss with DM  | 1.35  | 168.75   |
|            | TL  | FUSILIER LITIGATION: draft requests for production to Plaintiff   | 0.80  | 100.00   |
|            | TRQ | Phone conference with Madam Chairwoman concerning several items; work on researching procurement; preparation for meeting                                     | 1.30  | 260.00   |
| 12/07/2020 | TL  | Streamline interim procurement policy   | 0.80  | 100.00   |

Harmony

ACCOUNT NO: 98866-003M  
STATEMENT NO: 16144

General Counsel to District

|            |     |  | HOURS |          |
|------------|-----|--|-------|----------|
| 12/08/2020 | TL  | Review Executive Orders, Osceola Mask Mandate, and updates; draft language for agenda cover page; prepare agenda items and send to Inframark                     | 0.50  | 62.50    |
| 12/10/2020 | TL  | FUSILIER LITIGATION: drafting and editing discovery  | 1.20  | 150.00   |
| 12/11/2020 | SRC | FUSILIER LITIGATION: Review/Revise/Edit Request for Production, Interrogatories, Admissions  | 1.90  | 123.50   |
|            | TL  | Call sunterra attorney re Deed of dedication; review meeting minutes, Brownie emails/correspondence and prep materials for Brownie's hearing, conference with TQ | 1.20  | 150.00   |
|            | TL  | FUSILIER LITIGATION: continue drafting discovery   | 0.90  | 112.50   |
|            | SRT | Compile, index, and embed links in evidentiary materials for Brownie's hearing; email to Chairwoman  | 2.60  | 169.00   |
| 12/15/2020 | TRQ | Phone conference with Chairwoman; phone conference with engineer; follow up  | 1.00  | 200.00   |
| 12/16/2020 | TRQ | Prep for meeting; review Brownie's packet  | 2.00  | 400.00   |
|            | SRT | DAVEY LITIGATION: Coordinate conference with opposing counsel; review court docket and case status   | 0.80  | 52.00    |
| 12/17/2020 | TL  | Mask ordinance updates and legal research on ability to enforce; conference with TQ on attorney report   | 1.50  | 187.50   |
|            | TRQ | Prep for and participation in meeting; phone conference with Chairwoman  | 2.50  | 500.00   |
| 12/18/2020 | TL  | Brownie's hearing recap, gather materials for supervisors, review Brownie's evidence   | 1.50  | 187.50   |
|            | TRQ | Phone conference with engineer; phone conference with Chairwoman; work on Brownie's matter   | 1.75  | 350.00   |
|            | SRT | Update evidentiary materials packet re: Brownie's; email to TQ   | 1.50  | 97.50    |
| 12/21/2020 | TL  | Review Austin Environment correspondence and update DM   | 0.25  | 31.25    |
|            | SRT | FUSILIER LITIGATION: Follow up with opposing counsel regarding effort to set motion for hearing  | 0.30  | 19.50    |
|            |     |  | 44.60 | 6,311.50 |

RECAPITULATION

| <u>TIMEKEEPER</u>             | <u>HOURS</u> | <u>HOURLY RATE</u> | <u>TOTAL</u> |
|-------------------------------|--------------|--------------------|--------------|
| Stephanie Roman Caban         | 1.90         | \$65.00            | \$123.50     |
| Tristan LaNasa                | 20.20        | 125.00             | 2,525.00     |
| Timothy R. Qualls, Attorney   | 16.30        | 200.00             | 3,260.00     |
| Sylvia R. Talevich, Paralegal | 6.20         | 65.00              | 403.00       |

Harmony

01/05/2021

ACCOUNT NO: 98866-003M  
STATEMENT NO: 16144

General Counsel to District

|            |                                       |                   |
|------------|---------------------------------------|-------------------|
|            | TOTAL CURRENT WORK                    | 6,311.50          |
| 12/10/2020 | Fee Payment - Thank you - Check #268  | -8,869.25         |
| 12/10/2020 | Cost Payment - Thank you - Check #268 | -1,390.60         |
| 01/04/2021 | Fee Payment - Thank you - Check #293  | -10,757.25        |
|            | TOTAL PAYMENTS                        | <u>-21,017.10</u> |
|            | BALANCE DUE                           | <u>\$6,311.50</u> |

The highest compliment our clients can give us is the sharing of information with us to help us serve you well and the referral of your colleagues, friends and family to us. Thank you for that trust.

**\*\*PLEASE INCLUDE YOUR ACCOUNT NUMBER ON YOUR CHECK\*\***

**COPY**

**Young Qualls, P.A.**  
**216 SOUTH MONROE STREET**  
**P.O. BOX 1833**  
**TALLAHASSEE, FL 32302**

**(850) 222-7206 Telephone**  
**(850) 765-4451 Facsimile**  
**Federal Tax I.D. 59-1480346**

Harmony  
 Harmony Community Development Dist.  
 c/o Kristen Suit, District Manager  
 inframark@avidbill.com

Page: 1  
 12/03/2020  
 ACCOUNT NO: 98866-003M  
 STATEMENT NO: 16127

General Counsel to District

PREVIOUS BALANCE \$26,838.60

|            |     |   | HOURS |        |
|------------|-----|---|-------|--------|
| 11/02/2020 | SRC | FUSILIER LITIGATION: Draft motion for injunctive relief/ declaratory judgment   | 3.30  | 214.50 |
|            | TL  | BROWNIES: review ch. 218 FS and inframark Hearing notice(.25); get quit claim checklist and Review HOA at the Lakes Deed of Dedication(.3); FUSILIER: depo prep (.3); contact Gov Office for Covid Meeting Update(.1) | 0.95  | 118.75 |
|            | SRT | FUSILIER LITIGATION: Emails to and from opposing counsel regarding discovery efforts and delay in coordinating discovery  | 1.00  | 65.00  |
|            | TRQ | Review procedures, prep for Brownies hearing, review emails, contract, etc.   | 1.00  | 200.00 |
| 11/03/2020 | TL  | Arrow Pavement addendum, have executed  | 0.25  | 31.25  |
|            | TRQ | Legal research Sunshine Law and public records; work on memorandum  | 2.10  | 420.00 |
| 11/04/2020 | TL  | FUSILIER LITIGATION: work on Motion for Inj Relief  | 4.30  | 537.50 |
|            | TL  | phone call w/ Mason Blake re TOHO Easement language, conference w/ TQ, edit and turnaround Road Regrade language  | 0.50  | 62.50  |
|            | TRQ | Review of Servello contract and respond to DM re extension  | 0.75  | 150.00 |
|            | SRT | Calculate running total for legal fees in Fusilier Litigation and email to Supervisor Kassell as requested  | 0.50  | 32.50  |
| 11/05/2020 | SRC | FUSILIER LITIGATION: Continue drafting motion for injunctive relief/declaratory judgment  | 3.40  | 221.00 |
|            | TL  | FUSILIER LITIGATION: edit motion for Inj Relief   | 6.60  | 825.00 |
| 11/06/2020 | SRC | FUSILIER LITIGATION: legal research   | 3.00  | 195.00 |
|            | SRC | FUSILIER LITIGATION: edit/revise motion for injunctive and declaratory relief   | 0.80  | 52.00  |

Harmony

ACCOUNT NO: 98866-003M  
STATEMENT NO: 16127

General Counsel to District

|            |     |   | HOURS |        |
|------------|-----|---|-------|--------|
|            | TL  | FUSILIER LITIGATION: conference with SRC and further edit motion  | 4.25  | 531.25 |
|            | TRQ | Phone conference with Supervisor elect on various employee questions; Legal research follow up; send email  | 0.50  | 100.00 |
| 11/09/2020 | TL  | FUSILIER LITIGATION: depositions questions preparation  | 0.75  | 93.75  |
|            | SRT | FUSILIER LITIGATION: Coordination of discovery/depositions  | 1.20  | 78.00  |
| 11/10/2020 | TL  | review DM email, review and edit Servello Agreement, call Scott Feliciano to coordinate pricing proposals   | 1.30  | 162.50 |
|            | TL  | FUSILIER LITIGATION: edit Motion, send to TQ  | 0.75  | 93.75  |
|            | TRQ | FUSILIER LITIGATION - Work on Emergency Motion for Injunctive Relief  | 1.20  | 240.00 |
| 11/12/2020 | TL  | BROWNIES: Prepare Hearing Determining Substantial Interest Procedures, timeline, and letters(.75); draft memorandum on competitive solicitation for landscaping contract renewal(1.75)  | 2.50  | 312.50 |
| 11/16/2020 | TL  | Prepare Board Meeting Report  | 1.50  | 187.50 |
|            | TL  | FUSILIER LITIGATION: research additional case law and edit Motion for Inj. Relief   | 4.30  | 537.50 |
|            | TRQ | Prepare memos for Board members re: PR and Florida Sunshine; legal research latest case law   | 1.75  | 350.00 |
|            | SRT | FUSILIER LITIGATION: Edit and finalize Emergency Motion for Injunctive Relief; compile and mark exhibits; efile with Court  | 1.70  | 110.50 |
| 11/17/2020 | TL  | review Utility Easement for TWA and send to District Engineer   | 0.30  | 37.50  |
|            | TL  | FUSILIER LITIGATION: draft affidavit for motion, call DM and Field Manager, conference with TQ and SRC, prepare all exhibits, Finalize the Motion   | 5.00  | 625.00 |
|            | SRT | FUSILIER LITIGATION: Prepare Notice of Taking Deposition of Steve Fusilier; efile with court; set up Zoom for virtual deposition; coordinate with court reporter; email SB; GVS; and BA regarding their depositions and technology requirements | 1.60  | 104.00 |
|            | TRQ | FUSILIER LITIGATION: Review motion, edit, work on affidavit   | 1.50  | 300.00 |
| 11/18/2020 | SRC | FUSILIER LITIGATION: Research Trawicks on injunctive relief and declaratory relief; revise Motion   | 1.60  | 104.00 |
|            | TRQ | FUSILIER LITIGATION: legal research; work on Motion for Injunctive Relief   | 1.50  | 300.00 |
| 11/19/2020 | TL  | BROWNIES: draft second hearing notice   | 0.25  | 31.25  |
|            | TRQ | Prep for Board meeting; phone conference with DM; phone conference with   |       |        |

Harmony

ACCOUNT NO: 98866-003M  
STATEMENT NO: 16127

General Counsel to District

|            |   | HOURS |  |           |
|------------|---|-------|--|-----------|
|            | Supervisor  | 2.10  |  | 420.00    |
|            | TRQ Preparation for and attendance at Board of Supervisors meeting; legal research  | 2.20  |  | 440.00    |
| 11/20/2020 | TL Cite check Recording CDD Meetings Memorandum + Review ADA memo(.6) and discuss recording items with Supv. Leet(.2 no charge). Research Government Procurement Policies, legal standards,stringency, begin memo(3.5 | 4.10  |  | 512.50    |
|            | TRQ Work on action items; phone conference with Chairwoman  | 0.75  |  | 150.00    |
| 11/23/2020 | TL Edit Memo + Drafting Procurement Policy  | 3.50  |  | 437.50    |
|            | TL FUSILIER LITIGATION - deposition prep  | 0.50  |  | 62.50     |
|            | SRT FUSILIER LITIGATION: Email correspondence with Judge Murphy's JA to coordinate hearing on Emergency Motion for Injunctive Relief  | 0.80  |  | 52.00     |
| 11/24/2020 | TL Drafting and editing Procurement Policy  | 3.00  |  | 375.00    |
|            | TRQ Phone conference with Chairwoman re draft policy  | 0.75  |  | 150.00    |
| 11/25/2020 | TRQ FUSILIER LITIGATION: Work on motion for declaratory relief  | 1.00  |  | 200.00    |
|            | SRT FUSILIER LITIGATION: Email correspondence to and from opposing counsel in an effort to set hearing on Emergency Motion for Injunctive Relief  | 1.00  |  | 65.00     |
| 11/30/2020 | TL FUSILIER LITIGATION: Depo Preparation, complete Q's for each Deponent, gather review and mark all Exhibits   | 3.75  |  | 468.75    |
|            | CURRENT SERVICES RENDERED   | 85.35 |  | 10,757.25 |

RECAPITULATION

| <u>TIMEKEEPER</u>             | <u>HOURS</u> | <u>HOURLY RATE</u> | <u>TOTAL</u> |
|-------------------------------|--------------|--------------------|--------------|
| Stephanie Roman Caban         | 12.10        | \$65.00            | \$786.50     |
| Tristan LaNasa                | 48.35        | 125.00             | 6,043.75     |
| Timothy R. Qualls, Attorney   | 17.10        | 200.00             | 3,420.00     |
| Sylvia R. Talevich, Paralegal | 7.80         | 65.00              | 507.00       |

TOTAL CURRENT WORK 10,757.25

|            |                                      |  |  |             |
|------------|--------------------------------------|--|--|-------------|
| 11/16/2020 | Fee Payment - Thank you - Check #249 |  |  | -7,150.50   |
| 11/16/2020 | Fee Payment - Thank you - Check #249 |  |  | -9,428.25   |
|            | TOTAL PAYMENTS                       |  |  | -16,578.75  |
|            | BALANCE DUE                          |  |  | \$21,017.10 |



Harmony

ACCOUNT NO: 98866-003M  
STATEMENT NO: 16108

General Counsel to District

|            |     |  | HOURS |        |
|------------|-----|--|-------|--------|
|            |     | counsel(.9) call Chairman(no charge), conference with RY on motion(.2);<br>revise motion (2.6)   | 3.70  | 462.50 |
| 10/13/2020 | TRQ | Work on Brownie's PPA memo and related legal research  | 1.20  | 240.00 |
|            | TL  | FUSILIER LITIGATION - Edit Motion  | 1.90  | 237.50 |
| 10/14/2020 | TL  | FUSILIER LITIGATION - Review redline, edit Motion(.4) conference with TQ<br>re strategy, prepare Discovery and witness list to Fusilier Realty(1.7)  | 2.10  | 262.50 |
|            | TL  | Review Brownie's invoice, draft Hearing Determining Substantial Interest<br>Letter and Memorandum of Operative Facts(3); final edits to Church Meeting<br>Agreement(.3)  | 3.30  | 412.50 |
| 10/15/2020 | SRC | Edit/Revise contract re: website maintenance   | 2.00  | 130.00 |
|            | TRQ | Work on Brownie's prompt payment memo and letter; phone conference with<br>Engineer and Chairman   | 1.00  | 200.00 |
|            | TRQ | FUSILIER LITIGATION - Work on discovery; email opposing counsel  | 1.00  | 200.00 |
|            | TL  | Review SRC Farnsworth Website Mtnc Agmt and edit provisions, send to<br>Supv. Farnsworth for review(.9); review prompt payment act re Brownie's<br>matter, discuss with TQ, then conference call with Chairman and Engineer re<br>Punchlist(.9); review DM's changes to Church Meeting Agreement (no charge) | 1.80  | 225.00 |
|            | TL  | FUSILIER LITIGATION - review all Fusilier correspondence dating to<br>December 2018(1.2), conference with TQ (.4)  | 1.60  | 200.00 |
|            | SRT | FUSILIER LITIGATION - Initiate efforts to schedule deposition of Plaintiff;<br>email correspondence to and from opposing counsel regarding discovery<br>dispute  | 1.00  | 65.00  |
| 10/16/2020 | SRC | Research re: return to work policies; Revise contract  | 3.00  | 195.00 |
|            | TL  | Review Farnsworth edits, consider special meeting requests, advise SRC(.25)  | 0.25  | 31.25  |
|            | SRT | FUSILIER LITIGATION - Follow up with opposing counsel regarding discovery<br>efforts   | 0.40  | 26.00  |
| 10/19/2020 | SRC | Respond to Farnsworth email; revise agreement draft  | 0.90  | 58.50  |
|            | TL  | Review, edit, finalize Independent Contractor Farnsworth website mtnc<br>agreement(.5) review Insurance coverage denial letter for storm drain(.1)   | 0.60  | 75.00  |
| 10/20/2020 | TRQ | Finalize and send letter to Brownie's  | 0.75  | 150.00 |
|            | TL  | BROWNIES: discuss with Chairman(.1) and Prepare Prompt Payment Invoice<br>Dispute letter and Exhibit(2); finalize action items for agenda(.2)  | 2.30  | 287.50 |
|            | SRT | Finalize and send letter to Brownie's regarding right to hearing   | 0.40  | 26.00  |

Harmony

ACCOUNT NO: 98866-003M  
STATEMENT NO: 16108

General Counsel to District

|            |     |   | HOURS        |                 |
|------------|-----|---|--------------|-----------------|
| 10/22/2020 | TL  | Draft In-Person Meeting Policy  | 1.50         | 187.50          |
|            | TRQ | Review policy; legal research   | 0.75         | 150.00          |
| 10/27/2020 | TRQ | Prep for meeting  | 1.20         | 240.00          |
|            | TL  | Draft Harmony Central Road Regrading attachment   | 1.50         | 187.50          |
| 10/28/2020 | TL  | Call with District Engineer re Harmony Central Easement   | 0.10         | 12.50           |
|            | TRQ | Phone conference with Chairman, phone conference with DM, prep for meeting, review letter from Brownie's, review rules            | 2.75         | 550.00          |
| 10/29/2020 | TL  | Conference with TQ, review agenda and minutes, follow up on action items, prepare attorney's report; attend regular board meeting | 3.30         | 412.50          |
|            | SRT | FUSILIER LITIGATION - Correspondence to opposing counsel regarding discovery efforts/dispute and necessity of Motion to Compel    | 0.60         | 39.00           |
|            | TRQ | Prep for and participate in meeting   | 3.20         | 640.00          |
|            |     | <b>CURRENT SERVICES RENDERED</b>  | <b>63.25</b> | <b>8,869.25</b> |

RECAPITULATION

| <u>TIMEKEEPER</u>             | <u>HOURS</u> | <u>HOURLY RATE</u> | <u>TOTAL</u> |
|-------------------------------|--------------|--------------------|--------------|
| Stephanie Roman Caban         | 5.90         | \$65.00            | \$383.50     |
| Tristan LaNasa                | 34.75        | 125.00             | 4,343.75     |
| Timothy R. Qualls, Attorney   | 19.80        | 200.00             | 3,960.00     |
| Sylvia R. Talevich, Paralegal | 2.80         | 65.00              | 182.00       |

|            |                                       |  |                    |
|------------|---------------------------------------|--|--------------------|
| 07/20/2020 | Webster's Investigative Services, LLC |  | 650.60             |
| 08/22/2020 | Webster's Investigative Services, LLC |  | 120.00             |
| 09/22/2020 | Webster's Investigative Services, LLC |  | 620.00             |
|            | <b>TOTAL ADVANCES</b>                 |  | <b>1,390.60</b>    |
|            | <b>TOTAL CURRENT WORK</b>             |  | <b>10,259.85</b>   |
| 10/19/2020 | Fee Payment - Thank you - Check #229  |  | -10,390.50         |
|            | <b>BALANCE DUE</b>                    |  | <b>\$26,838.60</b> |

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11/04/2020

Harmony

ACCOUNT NO: 98866-003M  
STATEMENT NO: 16108

General Counsel to District

The highest compliment our clients can give us is the sharing of information with us to help us serve you well and the referral of your colleagues, friends and family to us. Thank you for that trust.

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12/03/2020

Harmony

ACCOUNT NO: 98866-003M  
STATEMENT NO: 16127

General Counsel to District

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Harmony  
 Harmony Community Development Dist.  
 c/o Kristen Suit, District Manager  
 inframark@avidbill.com

Page: 1  
 10/01/2020

ACCOUNT NO:  
 STATEMENT NO: 16090

General Counsel to District

PREVIOUS BALANCE \$23,006.00

|            |     |  | HOURS |        |
|------------|-----|--|-------|--------|
| 09/01/2020 | TRQ | Phone conference with Supervisor   | 0.75  | 150.00 |
|            | TRQ | COE - Work on ethics cases; legal research; prepare memo   | 1.20  | 240.00 |
| 09/02/2020 | TRQ | Phone conference with Supervisor; follow up; phone conference with field manager   | 1.20  | 240.00 |
| 09/03/2020 | TL  | DAVEY LITIGATION - Discuss Davey Trees affidavits with TQ and begin draft doc re Davey Litigation  | 0.90  | 112.50 |
|            | TRQ | FUSILIER LITIGATION - work on proposal for resolution  | 1.20  | 240.00 |
|            | TRQ | COE - Work on dismissal efforts  | 1.00  | 200.00 |
| 09/04/2020 | TL  | FUSILIER LITIGATION - Harmony Retail August Padlock dispute discussion with TQ, draft letter to Harmony Retail   | 3.50  | 437.50 |
|            | TRQ | FUSILIER LITIGATION - consider shade meeting and related subjects due to recent discussion with Supervisor who spoke with Mr. Fusilier; Work on letter to Opposing counsel   | 1.50  | 300.00 |
| 09/08/2020 | TL  | FUSILIER LITIGATION - Review easements and draft letter of correspondence to Harmony Retail re August Padlock dispute(3.1) then review shade meeting case law "Real Party at Interest" in re Fusilier Litigation(.1) | 3.20  | 400.00 |
| 09/09/2020 | TRQ | COE - Work on ethics matter; legal research  | 1.50  | 300.00 |
| 09/10/2020 | TL  | FUSILIER LITIGATION - call District Engineer re Fusilier Litigation, edit 2nd letter to Opp. Counsel re Fusilier Litigation  | 0.25  | 31.25  |
|            | TRQ | FUSILIER LITIGATION - Phone conference with District Engineer; finalize and send letter to opposing counsel  | 0.50  | 100.00 |
| 09/11/2020 | SRC | FUSILIER LITIGATION - legal research re: invoking a shade meeting  | 1.80  | 117.00 |

General Counsel to District

|            |     | HOURS  |      |        |
|------------|-----|--|------|--------|
|            | TL  | FUSILIER LITIGATION - Legal and Civil Procedure research and discuss offer re Harmony Retail; discuss re Fusilier Litigation with TQ, and outline steps for virtual shade meeting within parameters of FL Sunshine Laws, conference with law clerk on proper notice; edit draft notice | 5.75 | 718.75 |
|            | TRQ | FUSILIER LITIGATION - Legal research regarding verbal settlement offer from Mr. Fusilier; phone conference with DM   | 1.75 | 350.00 |
| 09/14/2020 | SRC | FUSILIER LITIGATION - Draft notice of shade meeting  | 0.50 | 32.50  |
|            | TL  | FUSILIER LITIGATION - Discuss plan of action with TQ re Harmony Retail August Padlock Dispute  | 0.20 | 25.00  |
|            | TL  | Discuss potential Emergency Meeting re land depression in Harmony with TQ(.25); review Brownie's Plumbing contract to fix land depression, inform TQ of provisions   | 0.85 | 106.25 |
|            | TRQ | FUSILIER LITIGATION - Legal research regarding emergency meetings; phone call to opposing counsel  | 1.40 | 280.00 |
|            | TRQ | Phone conference with District Engineer; phone conference with DM; phone conference with field manager regarding emergency sinkhole repair job   | 1.00 | 200.00 |
| 09/15/2020 | SRC | FUSILIER LITIGATION - Legal research re: official immunity; draft Motion for Summary Judgment  | 4.00 | 260.00 |
|            | TL  | Review Executive Orders and Covid updates  | 0.10 | 12.50  |
|            | TL  | FUSILIER LITIGATION - conference with clerk on Motion, legal research on government officers, begin draft Motion   | 4.00 | 500.00 |
|            | TRQ | Review emails regarding easement   | 0.50 | 100.00 |
| 09/16/2020 | TRQ | Review email on easement; phone conference with DM   | 1.00 | 200.00 |
|            | TRQ | COE - Work on ethics matter  | 1.25 | 250.00 |
| 09/17/2020 | TL  | Review and complete action items(.4), Discuss with TQ and gather materials and prepare general counsel agenda and send to Inframark(.7)  | 1.10 | 137.50 |
|            | TL  | FUSILIER LITIGATION - conference with TQ re Harmony Retail Padlock dispute   | 0.30 | 37.50  |
|            | TRQ | Review email on property of HOA being maintained by CDD; phone conference with Supervisor; phone conference with Chairman; prep for meeting; compile and send agenda items to DM   | 1.20 | 240.00 |
| 09/18/2020 | TRQ | COE - Review determinations from Commission on Ethics; phone conference with Chairman  | 1.75 | 350.00 |
| 09/21/2020 | TRQ | Update on Brownie's work; work on General Counsel Report; prep for Board of  |      |        |

ACCOUNT NO:  
STATEMENT NO: 16090

General Counsel to District

|            |     |  | HOURS |          |
|------------|-----|--|-------|----------|
|            |     | Supervisors Meeting  | 2.20  | 440.00   |
| 09/22/2020 | TL  | Call COE for status update - Speak with Coordinator Millie Fulford, review and discuss Ethics findings with TQ, summarize and add to General Counsel report(.75); see DM forward of Supv. Kassel email, review Brownie's proposal, advise TQ, reply to DM (.3); advise TQ of CDD election procedures(.1) | 1.15  | 143.75   |
|            | TRQ | Finalize General Counsel Report; prep for meeting  | 2.00  | 400.00   |
| 09/23/2020 | TL  | review Gov EO's, Osceola County Updates, State and Nat'l Covid Updates(.2)   | 0.20  | 25.00    |
|            | TRQ | Phone conference with Chairman   | 0.75  | 150.00   |
| 09/24/2020 | TRQ | Phone conference with Chairman; review contract; prep for meeting  | 1.75  | 350.00   |
|            | TRQ | Attendance at Harmony Board of Supervisors meeting   | 2.50  | 500.00   |
| 09/25/2020 | TRQ | Work on update regarding Governor's order  | 1.00  | 200.00   |
| 09/28/2020 | TRQ | Review Brownies contract and emails; confer with DM and engineer   | 2.10  | 420.00   |
| 09/29/2020 | TL  | Call with District Engineer re Brownies Agmt, advise TQ, email update to the DM(.25)   | 0.25  | 31.25    |
|            | TRQ | Continue gathering information from Brownies   | 0.50  | 100.00   |
|            |     | CURRENT SERVICES RENDERED  | 59.55 | 9,428.25 |

RECAPITULATION

| <u>TIMEKEEPER</u>           | <u>HOURS</u> | <u>HOURLY RATE</u> | <u>TOTAL</u> |
|-----------------------------|--------------|--------------------|--------------|
| Stephanie Roman Caban       | 6.30         | \$65.00            | \$409.50     |
| Tristan LaNasa              | 21.75        | 125.00             | 2,718.75     |
| Timothy R. Qualls, Attorney | 31.50        | 200.00             | 6,300.00     |

TOTAL CURRENT WORK 9,428.25

09/23/2020 Fee Payment - Thank you - Check #213 -5,465.00

BALANCE DUE \$26,969.25

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Harmony  
 Harmony Community Development Dist.  
 c/o Kristen Suit, District Manager  
 inframark@avidbill.com

Page: 1  
 09/03/2020  
 ACCOUNT NO: 98866-003M  
 STATEMENT NO: 16070

General Counsel to District

PREVIOUS BALANCE \$23,361.75

|            |     |   | HOURS |        |
|------------|-----|---|-------|--------|
| 08/01/2020 | TL  | COE - review status; draft deposition questions; continue working on 57.105 letter  | 2.35  | 293.75 |
| 08/03/2020 | TL  | FUSILIER LITIGATION - draft letter and Motion for Sanctions   | 7.00  | 875.00 |
|            | TRQ | FUSILIER LITIGATION - work on discovery; email investigator; review documents   | 1.00  | 200.00 |
|            | TRQ | Legal research regarding solicitation   | 0.75  | 150.00 |
| 08/04/2020 | TL  | Research federal and state constitutions, review case law, begin drafting no solicitation policy memo   | 1.60  | 200.00 |
|            | SRC | FUSILIER LITIGATION - Research re: motions for sanctions; case law for conversion and trespassing   | 1.60  | 104.00 |
|            | TRQ | FUSILIER LITIGATION - work on discovery   | 1.00  | 200.00 |
| 08/05/2020 | SRC | FUSILIER LITIGATION - Draft/edit/review motion to amend answer and affirmative defenses; research re: motion to strike affirmative defenses; civil procedure to oppose motion to strike or amend answer | 2.50  | 162.50 |
|            | TRQ | COE - review order; phone conference with client  | 0.75  | 150.00 |
| 08/06/2020 | TL  | FUSILIER LITIGATION - Edit Motion for Sanctions   | 1.00  | 125.00 |
|            | SRC | FUSILIER LITIGATION - Draft/edit/review motion to amend answer and affirmative defenses; motion for sanctions   | 3.90  | 253.50 |
|            | TRQ | FUSILIER LITIGATION - legal research; work on discovery; conference with private investigator   | 2.50  | 500.00 |
| 08/07/2020 | SRC | FUSILIER LITIGATION - Draft/edit/review motion for sanctions; research re: conversion, injunctive relief, and trespass  | 1.50  | 97.50  |



Harmony

ACCOUNT NO: 98866-003M  
STATEMENT NO: 16070

General Counsel to District

|            |     |   | HOURS |        |
|------------|-----|---|-------|--------|
| 08/10/2020 | TL  | Finalize no solicitation memo   | 2.25  | 281.25 |
|            | SRC | Research re: substantial government interest & regulating commercial speech   | 4.30  | 279.50 |
|            | TRQ | Work on solicitation memo   | 1.50  | 300.00 |
| 08/11/2020 | TL  | Edit Harmony/Harmony West interlocal, send to DM  | 0.40  | 50.00  |
|            | SRC | Review easement; research re: easements   | 0.50  | 32.50  |
|            | TRQ | Phone conference with Chairman; edit draft solicitation memo and policy; phone conference with DM   | 1.00  | 200.00 |
|            | TRQ | FUSILIER LITIGATION - work on injunctive relief   | 1.50  | 300.00 |
| 08/12/2020 | TL  | Legislative update memo   | 2.25  | 281.25 |
| 08/13/2020 | TRQ | FUSILIER LITIGATION - Work on discovery; phone conference with Chairman; phone conference with DM; phone conference with engineer re: locking of CDD property | 2.10  | 420.00 |
| 08/14/2020 | SRC | Research re: Easement; draft language for cease and desist letter   | 4.50  | 292.50 |
|            | TRQ | FUSILIER LITIGATION: phone conference with DM; communication with field manager; draft email to board; draft letter to Harmony Retail                         | 3.50  | 700.00 |
| 08/17/2020 | TRQ | FUSILIER LITIGATION - work on discovery   | 1.50  | 300.00 |
| 08/18/2020 | TL  | Arrow Pavement addendum edit and execute  | 0.25  | 31.25  |
|            | SRC | Call Pavement Re: addendum details  | 0.20  | 13.00  |
|            | TRQ | FUSILIER LITIGATION - work on memorandum re: irrigation system; work on discovery   | 1.00  | 200.00 |
| 08/19/2020 | TL  | Prep agenda items and Fusilier litigation attachments   | 1.25  | 156.25 |
|            | TRQ | Work on and finalize three memoranda for inclusion in Board of Supervisors meeting agenda packet  | 3.10  | 620.00 |
| 08/20/2020 | SRC | FUSILIER LITIGATION - Revise/edit sanctions letter  | 0.70  | 45.50  |
|            | TRQ | FUSILIER LITIGATION - Phone conference with field manager; phone conference with DM; work on discovery  | 1.50  | 300.00 |
| 08/24/2020 | TL  | DAVEY LITIGATION - draft letter   | 0.50  | 62.50  |
| 08/25/2020 | TL  | Finalize letter and send; review agenda, complete action items, gather materials for meeting prep, advise TQ of all items                                     | 2.25  | 281.25 |
|            | TRQ | DAVEY LITIGATION - Work on litigation matters; email BW   | 1.00  | 200.00 |

Harmony

ACCOUNT NO: 98866-003M  
STATEMENT NO: 16070

General Counsel to District

|                           |     |  | HOURS |           |
|---------------------------|-----|--|-------|-----------|
| 08/26/2020                | TRQ | Prep for Board of Supervisors meeting  | 1.20  | 240.00    |
| 08/27/2020                | TRQ | Prep for Board of Supervisors meeting  | 1.50  | 300.00    |
|                           | TRQ | Participate in Board of Supervisors meeting; follow up on action items                                     | 3.20  | 640.00    |
| 08/28/2020                | TL  | Call field manager, call Brownie's, draft storm drain replacement agreement, send to parties for execution | 2.50  | 312.50    |
|                           | TRQ | Follow up on action items from Board of Supervisors meeting  | 1.20  | 240.00    |
| CURRENT SERVICES RENDERED |     |  | 74.10 | 10,390.50 |

RECAPITULATION

| <u>TIMEKEEPER</u>           | <u>HOURS</u> | <u>HOURLY RATE</u> | <u>TOTAL</u> |
|-----------------------------|--------------|--------------------|--------------|
| Stephanie Roman Caban       | 19.70        | \$65.00            | \$1,280.50   |
| Tristan LaNasa              | 23.60        | 125.00             | 2,950.00     |
| Timothy R. Qualls, Attorney | 30.80        | 200.00             | 6,160.00     |

TOTAL CURRENT WORK 10,390.50

08/19/2020 Fee Payment - Thank you - Check #55489 -10,746.25

BALANCE DUE \$23,006.00

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Harmony  
 Harmony Community Development Dist.  
 c/o Kristen Suit, District Manager  
 inframark@avidbill.com

Page: 1  
 08/07/2020  
 ACCOUNT NO:  
 STATEMENT NO: 16048

General Counsel to District

PREVIOUS BALANCE \$25,516.75

|            |     |  | HOURS |        |
|------------|-----|--|-------|--------|
| 07/01/2020 | TRQ | Phone conference with Chairman; phone conference with DM   |       |        |
|            | TRQ | COE - work on COE matter   | 2.75  | 550.00 |
|            | TL  | FUSILIER LITIGATION - legal research   | 1.25  | 156.25 |
| 07/02/2020 | TL  | FUSILIER LITIGATION - Legal research   | 1.20  | 150.00 |
| 07/06/2020 | TL  | Draft Arrowhead addendum   | 0.80  | 100.00 |
| 07/07/2020 | TRQ | FUSILIER LITIGATION - Work on Fusilier litigation matter   | 1.50  | 300.00 |
|            | TL  | Research solicitation laws(.9); edit arrowhead addendum, send to contractor, finalize(.4); draft SB1466 Memo(.75)  | 2.05  | 256.25 |
| 07/08/2020 | TRQ | Work with DM re notice of meeting and related meeting prep   | 0.50  | 100.00 |
| 07/09/2020 | TRQ | Review ad; advise regarding publication  | 0.40  | 80.00  |
|            | TRQ | FUSILIER LITIGATION - Work on defense and discovery  | 2.50  | 500.00 |
|            | TL  | Answer District Manager question re: renoticing board meeting(.25); review police report, begin investigating allegations against witness accounts on the Fusilier Litigation(1.4) | 1.65  | 206.25 |
|            | TRQ | COE - Legal research; outline analysis   | 1.75  | 350.00 |
| 07/10/2020 | TRQ | FUSILIER LITIGATION - Work on discovery  | 1.50  | 300.00 |
|            | TL  | FUSILIER LITIGATION - Continued investigation and police report/statement comparison   | 0.80  | 100.00 |
| 07/14/2020 | TL  | review newspaper publication for updated ad  | 0.10  | 12.50  |

Harmony

ACCOUNT NO:  
STATEMENT NO: 16048

General Counsel to District

|            |     |  | HOURS |          |
|------------|-----|--|-------|----------|
|            | TRQ | COE - legal research call contact at COE   | 2.10  | 420.00   |
| 07/16/2020 | TL  | review emergency agenda; review harmony rules, statutes on ch 120 meeting and ch 287 competitive bidding for tonight's emergency meeting(.8); attendance at telephonic emergency meeting(.5) | 1.25  | 156.25   |
| 07/17/2020 | TL  | draft Land Depression investigation agreement  | 0.75  | 93.75    |
|            | TL  | FUSILIER LITIGATION - Review Motion to Strike  | 0.10  | 12.50    |
|            | TRQ | COE - legal research complete arguments for outright dismissal   | 2.50  | 500.00   |
| 07/29/2020 | TRQ | Board of Supervisors meeting prep  | 1.00  | 200.00   |
|            | TL  | Meeting prep- review agenda items, complete actions items, update on status of litigation  | 2.25  | 281.25   |
| 07/30/2020 | TRQ | Attendance at Board of Supervisors meeting   | 2.00  | 400.00   |
|            | TRQ | FUSILIER LITIGATION - Work on discovery  | 1.20  | 240.00   |
|            |     | CURRENT SERVICES RENDERED  | 31.90 | 5,465.00 |

RECAPITULATION

| <u>TIMEKEEPER</u>           | <u>HOURS</u> | <u>HOURLY RATE</u> | <u>TOTAL</u> |
|-----------------------------|--------------|--------------------|--------------|
| Tristan LaNasa              | 12.20        | \$125.00           | \$1,525.00   |
| Timothy R. Qualls, Attorney | 19.70        | 200.00             | 3,940.00     |

TOTAL CURRENT WORK 5,465.00

07/28/2020 Fee Payment - Thank you - Check #55474 -7,620.00

BALANCE DUE \$23,361.75

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Page: 1

Harmony  
Harmony Community Development Dist.  
c/o Kristen Suit, District Manager  
inframark@avidbill.com

STATEMENT NO: 16028

General Counsel to District

PREVIOUS BALANCE \$21,753.00

|            |     |  | HOURS |        |
|------------|-----|--|-------|--------|
| 06/01/2020 | TL  | Draft soccer shots waiver and begin facility reopening guidance attachment                             | 1.50  | 187.50 |
|            | TL  | FUSILIER LITIGATION - Review Complaint; legal research   | 3.75  | 468.75 |
|            | TRQ | FUSILIER LITIGATION - Phone conference with engineer; phone conference with Chairman; review Complaint | 3.90  | 780.00 |
| 06/02/2020 | TL  | Finalize facility reopening attachment   | 0.90  | 112.50 |
|            | TRQ | FUSILIER LITIGATION - Phone conference with DM; review engineering draft re civil litigation           | 2.10  | 420.00 |
| 06/03/2020 | TRQ | Phone conference with DM re policy of solicitation   | 0.75  | 150.00 |
|            | TRQ | Phone conference with Chairman; phone conference with DM re policy of solicitation                     | 1.00  | 200.00 |
| 06/05/2020 | TL  | Research assessment methodology for VC-1   | 1.50  | 187.50 |
|            | TRQ | Phone conference with Chairman   | 0.30  | 60.00  |
| 06/08/2020 | TL  | Review and edit meeting notice   | 0.30  | 37.50  |
|            | TRQ | FUSILIER LITIGATION - Review Complaint; work on Motion to Dismiss                                      | 1.00  | 200.00 |
|            | TRQ | Review website re COVID-19 language  | 0.50  | 100.00 |
| 06/09/2020 | SRT | FUSILIER LITIGATION - Communication with opposing counsel regarding extension of time to file Answer   | 0.20  | 13.00  |
|            | SRT | FUSILIER LITIGATION - Draft Motion for Extension of Time and file with Court                           | 0.75  | 48.75  |
|            | TL  | FUSILIER LITIGATION - legal research; begin draft answer and motion to dismiss                         | 4.50  | 562.50 |

Harmony

STATEMENT NO: 16028

General Counsel to District

|            |     |  | HOURS |        |
|------------|-----|--|-------|--------|
|            | TRQ | FUSILIER LITIGATION - File Notice of Appearance; request extension; coordinate with private counsel  | 0.50  | 100.00 |
| 06/10/2020 | TL  | FUSILIER LITIGATION - Legal research on affirmative defenses; continue drafting Answer   | 1.50  | 187.50 |
|            | TRQ | FUSILIER LITIGATION - Notice and Response in litigation; work with opposing counsel; work with Berube's private counsel  | 2.10  | 420.00 |
| 06/11/2020 | TL  | Investigate vc-1 tax cert issues(1.8); review all COVID-19 news and updates(.5)  | 2.30  | 287.50 |
|            | TRQ | FUSILIER LITIGATION - Draft memorandum re: representation of government; phone conference with DM  | 2.90  | 580.00 |
| 06/12/2020 | TRQ | FUSILIER LITIGATION - Continue working on memorandum; review text from Supervisor  | 1.00  | 200.00 |
| 06/15/2020 | TL  | COE - Legal research; draft memorandum on Harmony Retail legal matter  | 4.00  | 500.00 |
|            | TRQ | FUSILIER LITIGATION - Review email from Supervisor; follow up legal research   | 0.50  | 100.00 |
| 06/16/2020 | TRQ | FUSILIER LITIGATION - Phone conference with Supervisor; work on memorandum; coordinate call between Supervisor and CA  | 2.50  | 500.00 |
| 06/17/2020 | TRQ | FUSILIER LITIGATION - Phone conference with Supervisor; edit memorandum  | 2.10  | 420.00 |
| 06/19/2020 | SRT | COE - Prepare notice/representation letter and email to Millie Fulford   | 0.30  | 19.50  |
|            | TRQ | FUSILIER LITIGATION - Work on Answer; phone conference with Supervisor   | 2.10  | 420.00 |
| 06/22/2020 | TRQ | FUSILIER LITIGATION - Finalize legal memorandum and send to Board  | 1.50  | 300.00 |
|            | TRQ | FUSILIER LITIGATION - Work on Answer   | 1.00  | 200.00 |
|            | TRQ | Prepare memorandum re SB1466   | 1.00  | 200.00 |
| 06/23/2020 | TL  | FUSILIER LITIGATION - legal research (.5) edit and finish Answer(.7)   | 1.20  | 150.00 |
|            | TL  | Review all new COVID-19 guidance and prepare update  | 0.75  | 93.75  |
|            | TRQ | Phone conference with Supervisor; phone conference with DM; prep for meeting   | 1.00  | 200.00 |
|            | TRQ | COE - review Complaint   | 0.75  | 150.00 |
| 06/25/2020 | TL  | Review actions items and finalize all(.6), gather waivers, memo, attachments, review sunshine laws for closed litigation session, review Harmony Retail complaint and conference with TQ re the same(2.25) | 2.85  | 356.25 |

Harmony

STATEMENT NO: 16028

General Counsel to District

|            |  | HOURS       |               |
|------------|--|-------------|---------------|
|            | TL COE - Research 112.313 elements   | 0.75        | 93.75         |
|            | TRQ FUSILIER LITIGATION - Edit Answer  | 0.50        | 100.00        |
|            | TRQ Prep for meeting   | 0.50        | 100.00        |
| 06/26/2020 | TRQ Prep for and participate in meeting  | 3.10        | 620.00        |
| 06/29/2020 | TRQ Legal research; phone conference with Supervisor; phone conference with DM                                 | 2.10        | 420.00        |
| 06/30/2020 | TRQ FUSILIER LITIGATION - Finalize answer and file; phone conference with Supervisor; phone conference with DM | <u>2.50</u> | <u>500.00</u> |
|            | CURRENT SERVICES RENDERED  | 64.25       | 10,746.25     |

RECAPITULATION

| <u>TIMEKEEPER</u>             | <u>HOURS</u> | <u>HOURLY RATE</u> | <u>TOTAL</u> |
|-------------------------------|--------------|--------------------|--------------|
| Tristan LaNasa                | 25.80        | \$125.00           | \$3,225.00   |
| Timothy R. Qualls, Attorney   | 37.20        | 200.00             | 7,440.00     |
| Sylvia R. Talevich, Paralegal | 1.25         | 65.00              | 81.25        |

TOTAL CURRENT WORK 10,746.25

06/18/2020 Fee Payment - Thank you - Check #55456 -6,982.50

BALANCE DUE \$25,516.75

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**Federal Tax I.D. 59-1480346**

Harmony  
 Harmony Community Development Dist.  
 c/o Kristen Suit, District Manager  
 inframark@avidbill.com

Page: 1  
 06/02/2020  
 ACCOUNT NO: 98866-003M  
 STATEMENT NO: 16007

General Counsel to District

PREVIOUS BALANCE \$27,660.75

|            |     |   | HOURS |        |
|------------|-----|---|-------|--------|
| 05/01/2020 | TRQ | Work on contract; review emails   | 0.70  | 140.00 |
| 05/04/2020 | TL  | Review proposal draft sidewalk and begin draft agreement(1.5); draft new servello agreement (2.2); review election notice(.1)                     | 3.80  | 475.00 |
|            | TRQ | Talk with Scottie Feliciano. Talk with Gerhard. Talk with DM. Work in contracts for servello and sidewalk   | 1.50  | 300.00 |
| 05/05/2020 | TRQ | Edit sidewalk contract; work on Florida Site and Seed   | 1.10  | 220.00 |
| 05/06/2020 | TRQ | Review notices re qualification; legal research; Email DM   | 1.00  | 200.00 |
| 05/07/2020 | TRQ | Phone conference with supervisor re tax cert.; call DM  | 1.00  | 200.00 |
| 05/09/2020 | TRQ | Phone conference with supervisor re dog park closure; legal research; Communicate with DM   | 0.75  | 150.00 |
| 05/11/2020 | TL  | Review motion history of the board regarding stopping maintenance on private lands  | 1.00  | 125.00 |
|            | TRQ | Review letter and motions re public dollars private property  | 1.20  | 240.00 |
| 05/12/2020 | TL  | Review and edit May meeting and workshop notices(.7); update Covid-19 memo for new executive order(.3); edit and finalize sidewalk contract (1.5) | 2.50  | 312.50 |
|            | TRQ | Work on DOT contract; Work on sidewalk contract.  | 1.00  | 200.00 |
| 05/13/2020 | TL  | Review FDOT agreement   | 0.50  | 62.50  |
|            | TRQ | Phone conference with chairman re sidewalk  | 0.30  | 60.00  |
| 05/14/2020 | TRQ | Phone conference with chairman and related research   | 1.00  | 200.00 |



Harmony

ACCOUNT NO: 98866-003M  
STATEMENT NO: 16007

General Counsel to District

|            |     |  | HOURS        |                 |
|------------|-----|--|--------------|-----------------|
| 05/18/2020 | TL  | Letter to PoolWorks(1); review litigation and research District liability(1)   | 2.00         | 250.00          |
|            | TRQ | Review draft agenda  | 1.50         | 300.00          |
| 05/19/2020 | TRQ | Review PoolWorks response  | 1.00         | 200.00          |
| 05/20/2020 | TRQ | Phone conference with Chairman   | 0.70         | 140.00          |
| 05/21/2020 | TL  | Review FDOT agreement in conjunction with JPA, conference with Mr. Qualls  | 1.25         | 156.25          |
| 05/22/2020 | TRQ | Legal research on FDOT agreement; review public records request  | 1.50         | 300.00          |
| 05/26/2020 | TRQ | Review emails from Chairman  | 0.75         | 150.00          |
| 05/27/2020 | TL  | Board meeting preparation, review agenda and complete action items, review exec orders for Covid-19 updates.                                 | 2.75         | 343.75          |
|            | TRQ | Review Fusilier complaint; phone conference with chairman; review police report; prep for meeting  | 2.00         | 400.00          |
| 05/28/2020 | TL  | Budget Workshop attendance   | 0.70         | 87.50           |
|            | TRQ | Phone conference with chairman; continued review of Complaint; legal research; strategy development  | 2.10         | 420.00          |
|            | TRQ | Prep for meeting   | 1.75         | 350.00          |
|            | TRQ | Attend Harmony workshop and meeting  | 3.50         | 700.00          |
| 05/29/2020 | TL  | Draft facility usage Covid waiver (1.5); draft Central Bark agreement and cover letter(2)  | 3.50         | 437.50          |
|            | TRQ | Legal research field questions re easement; phone conference with engineer; phone conference with chairman; phone conference with supervisor | 2.50         | 500.00          |
|            |     | <b>CURRENT SERVICES RENDERED</b>   | <b>44.85</b> | <b>7,620.00</b> |

RECAPITULATION

| <u>TIMEKEEPER</u>           | <u>HOURS</u> | <u>HOURLY RATE</u> | <u>TOTAL</u> |
|-----------------------------|--------------|--------------------|--------------|
| Tristan LaNasa              | 18.00        | \$125.00           | \$2,250.00   |
| Timothy R. Qualls, Attorney | 26.85        | 200.00             | 5,370.00     |

TOTAL CURRENT WORK 7,620.00

05/26/2020      Fee Payment - Thank you - Check #55430 -13,527.75

BALANCE DUE \$21,753.00

COPY

Harmony

06/02/2020

ACCOUNT NO: 98866-003M  
STATEMENT NO: 16007

General Counsel to District

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Harmony  
 Harmony Community Development Dist.  
 c/o Kristen Suit, District Manager  
 inframark@avidbill.com

Page: 1  
 05/06/2020  
 ACCOUNT NO: 98866-003M  
 STATEMENT NO: 15993

General Counsel to District

PREVIOUS BALANCE \$28,006.00

|            |     |   | HOURS |        |
|------------|-----|---|-------|--------|
| 04/01/2020 | TRQ | Work on action items from meeting   | 0.75  | 150.00 |
| 04/02/2020 | TL  | Draft April meeting notice  | 0.50  | 62.50  |
|            | TRQ | Work on notices for meeting including review of Gov executive order; Call attorney poolworks                                      | 1.00  | 200.00 |
| 04/06/2020 | TRQ | Phone conference with Ryan re poolworks; phone conference with chairman; phone conference with DM, set up meeting                 | 1.20  | 240.00 |
| 04/08/2020 | TRQ | Review collection. Follow up re PoolWorks   | 1.00  | 200.00 |
| 04/09/2020 | TRQ | Review PoolWorks matter; get update on interlocal agreement; phone conference with DM   | 1.20  | 240.00 |
| 04/10/2020 | TRQ | DAVEY LITIGATION - Work on affidavits   | 1.00  | 200.00 |
|            | TRQ | Call PoolWorks attorney   | 0.20  | 40.00  |
| 04/14/2020 | TRQ | Review emails; work on review of EO   | 0.75  | 150.00 |
| 04/16/2020 | TRQ | Review PoolWorks contract; prepare to make claim  | 1.00  | 200.00 |
| 04/19/2020 | TRQ | Review email from Chairman, review EO, and respond  | 1.00  | 200.00 |
| 04/20/2020 | TL  | DAVEY LITIGATION - MFSJ exhibits preparation(2.8); review Harmony Rules and executive order and draft emergency meeting notice(1) | 3.80  | 475.00 |
|            | TRQ | Phone conference with Chairman; legal research re meeting notice  | 1.20  | 240.00 |
| 04/21/2020 | TL  | Review executive orders and Osceola emergency orders relating to playground and pool closures; Update Tim                         | 1.00  | 125.00 |

Harmony

General Counsel to District

|            |   | HOURS |          |
|------------|---|-------|----------|
|            | TRQ Phone conference with Chairman Kassel, phone conference with Chairman; legal research regarding COVID-19 orders   | 2.10  | 420.00   |
| 04/22/2020 | TRQ Work on affidavits; work on fence agreement matter; work on Fusilier matter; phone conference with Chairman x 2; phone conference with Supervisor Kassel; legal research re: coronavirus; prep for ER meeting; phone conference with DM | 3.00  | 600.00   |
| 04/23/2020 | TL Phone call with Gerhard on affidavit(.5) edit affidavit(.2); review Fusilier email on civil action against Chairman and CDD, conference with Tim(.8)   | 1.50  | 187.50   |
|            | TRQ Review emails from developer; phone conference with Chairman; phone conference with Supervisor; Prep for and participate in meeting   | 3.00  | 600.00   |
|            | TRQ DAVEY LITIGATION - work on affidavits; phone conference with witnesses  | 1.00  | 200.00   |
| 04/24/2020 | TRQ Review emails re minutes; reveiw emails and maps re irrigation, trespass, etc.  | 0.80  | 160.00   |
| 04/27/2020 | TRQ Review email re minutes. Review minutes. Review executive order and memo. Review email from Gerhard.  | 1.20  | 240.00   |
| 04/28/2020 | TRQ Review email from DM; prep for meeting  | 1.20  | 240.00   |
| 04/29/2020 | TL DAVEY LITIGATION - conference with Chairman on Davey litigation and edit MFSJ exhibits   | 0.50  | 62.50    |
|            | TRQ DAVEY LITIGATION - Phone conference with chairman re affidavit; Edit affidavit  | 1.00  | 200.00   |
|            | TRQ Phone conference with Chairman re fence, pool and meeting; prep for meeting   | 1.50  | 300.00   |
| 04/30/2020 | TL Review new executive order and prepare dissemination memo for the board(.7); review agenda and prep with Tim for Harmony Board meeting(1.7)  | 2.40  | 300.00   |
|            | TRQ Prep for and participate in meeting   | 3.75  | 750.00   |
|            | CURRENT SERVICES RENDERED   | 38.55 | 6,982.50 |

RECAPITULATION

|                             | <u>HOURS</u> | <u>HOURLY RATE</u> | <u>TOTAL</u> |
|-----------------------------|--------------|--------------------|--------------|
| <u>TIMEKEEPER</u>           |              |                    |              |
| Tristan LaNasa              | 9.70         | \$125.00           | \$1,212.50   |
| Timothy R. Qualls, Attorney | 28.85        | 200.00             | 5,770.00     |

TOTAL CURRENT WORK 6,982.50

04/27/2020 Fee Payment - Thank you - Check #55409 -7,327.75

COPY

Harmony

05/06/2020

ACCOUNT NO: 98866-003M  
STATEMENT NO: 15993

General Counsel to District

BALANCE DUE

\$27,660.75

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## **Nine Months of Billing Under Flat Fee**

## Invoice Summary

| Invoice No    | Supplier                     | Invoice Date | Property              | Invoice Amount   |
|---------------|------------------------------|--------------|-----------------------|------------------|
| 16339         | YOUNG QUALLS, P.A. (HARMONY) | 10/05/2021   | Harmony (Harmony CDD) | 4,520.50         |
| 16318         | YOUNG QUALLS, P.A. (HARMONY) | 09/08/2021   | Harmony (Harmony CDD) | 5,643.00         |
| 16297         | YOUNG QUALLS, P.A. (HARMONY) | 08/06/2021   | Harmony (Harmony CDD) | 5,625.00         |
| 16278         | YOUNG QUALLS, P.A. (HARMONY) | 07/16/2021   | Harmony (Harmony CDD) | 4,150.00         |
| 16255         | YOUNG QUALLS, P.A. (HARMONY) | 06/04/2021   | Harmony (Harmony CDD) | 4,062.50         |
| 16228         | YOUNG QUALLS, P.A. (HARMONY) | 05/06/2021   | Harmony (Harmony CDD) | 6,915.00         |
| 16211         | YOUNG QUALLS, P.A. (HARMONY) | 04/08/2021   | Harmony (Harmony CDD) | 8,272.45         |
| 16195         | YOUNG QUALLS, P.A. (HARMONY) | 03/04/2021   | Harmony (Harmony CDD) | 4,971.75         |
| 16154         | YOUNG QUALLS, P.A. (HARMONY) | 02/04/2021   | Harmony (Harmony CDD) | 4,823.00         |
| <b>Total:</b> |                              |              |                       | <b>48,983.20</b> |

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**Federal Tax I.D. 59-1480346**

Harmony  
 Harmony Community Development Dist.  
 c/o District Manager  
 inframark@avidbill.com

Page: 1  
 10/05/2021  
 ACCOUNT NO: 98866-003M  
 STATEMENT NO: 16339

General Counsel to District

PREVIOUS BALANCE \$11,268.00

|            |     |   | HOURS       |  |                 |
|------------|-----|---|-------------|--|-----------------|
| 08/20/2021 | TL  | DAVEY: Prepare draft settlement release   | 2.00        |  | 250.00          |
| 09/13/2021 | TRQ | DAVEY: Confirm status of payment  | 0.50        |  | 100.00          |
| 09/16/2021 | SRT | DAVEY: Prepare Notice of Settlement and Voluntary Dismissal and efile with Court; email correspondence to Davey counsel regarding settlement and case closure | 0.70        |  | 45.50           |
| 09/30/2021 | TRQ | Flat fee for General Counsel Services rendered per letter of understanding approved by Board on 02.25.2021  |             |  | 4,000.00        |
|            |     | <b>CURRENT SERVICES RENDERED</b>  | <b>3.20</b> |  | <b>4,395.50</b> |

RECAPITULATION

| <u>TIMEKEEPER</u>             | <u>HOURS</u> | <u>HOURLY RATE</u> | <u>TOTAL</u> |
|-------------------------------|--------------|--------------------|--------------|
| Tristan LaNasa                | 2.00         | \$125.00           | \$250.00     |
| Timothy R. Qualls, Attorney   | 0.00         | 0.00               | 4,000.00     |
| Timothy R. Qualls, Attorney   | 0.50         | 200.00             | 100.00       |
| Sylvia R. Talevich, Paralegal | 0.70         | 65.00              | 45.50        |

|            |   |  |           |
|------------|---|--|-----------|
| 08/06/2021 | Court Reporter/Stenotype - Court Reporting Specialists, LLC appearance fee at shade meeting on 07.29.2021 |  | 125.00    |
|            | TOTAL ADVANCES  |  | 125.00    |
|            | TOTAL CURRENT WORK  |  | 4,520.50  |
| 09/23/2021 | Fee Payment - Thank you - Check #459  |  | -5,625.00 |



COPY

Harmony

10/05/2021

ACCOUNT NO: 98866-003M  
STATEMENT NO: 16339

General Counsel to District

BALANCE DUE

\$10,163.50

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 inframark@avidbill.com

Page: 1  
 09/08/2021  
 ACCOUNT NO: 98866-003M  
 STATEMENT NO: 16318

General Counsel to District

PREVIOUS BALANCE \$9,775.00

|            |     |  | HOURS |          |
|------------|-----|--|-------|----------|
| 08/06/2021 | TRQ | DAVEY: REview email from Davey counsel; start prep work  | 0.50  | 100.00   |
| 08/09/2021 | SRT | DAVEY: Coordinate settlement conference with Davey counsel   | 0.80  | 52.00    |
| 08/17/2021 | TRQ | DAVEY: Review all materials in preparation for settlement negotiation; confer with Madam Chair             | 2.50  | 500.00   |
| 08/18/2021 | TRQ | DAVEY: Confer with client; participate in settlement negotiations  | 1.50  | 300.00   |
| 08/20/2021 | TRQ | DAVEY: Edit and send confidential settlement agreement to Client Liaison; review response                  | 1.00  | 200.00   |
| 08/23/2021 | SRT | DAVEY: Finalize settlement agreement; draft letter to Melanie Griffin, Davey counsel                       | 1.00  | 65.00    |
| 08/25/2021 | SRT | DAVEY: Email and phone conference with Davey counsel regarding the status of proposed settlement agreement | 0.30  | 19.50    |
|            | SRT | DAVEY: Email to Chairwoman regarding current status of settlement process                                  | 0.10  | 6.50     |
| 08/30/2021 | TRQ | DAVEY: Prepare settlement agreement; run by Chair  | 2.00  | 400.00   |
| 08/31/2021 | TRQ | Flat fee for General Counsel Services rendered per letter of understanding approved by Board on 02.25.2021 |       | 4,000.00 |
|            |     | CURRENT SERVICES RENDERED  | 9.70  | 5,643.00 |

RECAPITULATION

| <u>TIMEKEEPER</u>             | <u>HOURS</u> | <u>HOURLY RATE</u> | <u>TOTAL</u> |
|-------------------------------|--------------|--------------------|--------------|
| Timothy R. Qualls, Attorney   | 0.00         | \$0.00             | \$4,000.00   |
| Timothy R. Qualls, Attorney   | 7.50         | 200.00             | 1,500.00     |
| Sylvia R. Talevich, Paralegal | 2.20         | 65.00              | 143.00       |

Harmony

09/08/2021

ACCOUNT NO: 98866-003M  
STATEMENT NO: 16318

General Counsel to District

TOTAL CURRENT WORK 5,643.00

08/25/2021 Fee Payment - Thank you - Check #449 -4,150.00

BALANCE DUE \$11,268.00

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Page: 1  
 08/06/2021  
 ACCOUNT NO: 98866-003M  
 STATEMENT NO: 16297

General Counsel to District

PREVIOUS BALANCE \$8,212.50

|            |     |  | HOURS        |  |                 |
|------------|-----|--|--------------|--|-----------------|
| 07/06/2021 | TRQ | DAVEY: Phone conference with client; work on matter  | 1.00         |  | 200.00          |
| 07/12/2021 | TRQ | DAVEY: Review email from Davey counsel; work on review of file   | 0.50         |  | 100.00          |
| 07/13/2021 | TL  | DAVEY: review contract, crunch settlement numbers and offsets, review settlement letter citations  | 1.50         |  | 187.50          |
| 07/16/2021 | TL  | DAVEY: further analysis of settlement offer, review 75/125 settlement rule, get pertinent contractual provisions against proposal                            | 2.00         |  | 250.00          |
| 07/22/2021 | TRQ | DAVEY: Review email from Davey counsel; follow up  | 0.40         |  | 80.00           |
| 07/26/2021 | TRQ | DAVEY: Prepare fact sheet summary to help Board in negotiations  | 2.10         |  | 420.00          |
| 07/27/2021 | TL  | DAVEY: discuss settlement options with Roy Young, review 2017 minutes, pull invoices from Inframark, finalize fact sheet with exhibits for Board consumption | 3.10         |  | 387.50          |
| 07/30/2021 | TRQ | Flat fee for General Counsel Services rendered per letter of understanding approved by Board on 02.25.2021   |              |  | 4,000.00        |
|            |     | <b>CURRENT SERVICES RENDERED</b>   | <b>10.60</b> |  | <b>5,625.00</b> |

RECAPITULATION

| <u>TIMEKEEPER</u>           | <u>HOURS</u> | <u>HOURLY RATE</u> | <u>TOTAL</u> |
|-----------------------------|--------------|--------------------|--------------|
| Tristan LaNasa              | 6.60         | \$125.00           | \$825.00     |
| Timothy R. Qualls, Attorney |              |                    | 4,000.00     |
| Timothy R. Qualls, Attorney | 4.00         | 200.00             | 800.00       |

TOTAL CURRENT WORK 5,625.00

Harmony

08/06/2021

ACCOUNT NO: 98866-003M  
STATEMENT NO: 16297

General Counsel to District

|            |                                      |                   |
|------------|--------------------------------------|-------------------|
| 07/22/2021 | Fee Payment - Thank you - Check #417 | -4,062.50         |
|            | BALANCE DUE                          | <u>\$9,775.00</u> |

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Page: 1  
 07/06/2021  
 ACCOUNT NO: 98866-003M  
 STATEMENT NO: 16278

General Counsel to District

PREVIOUS BALANCE \$10,977.50

|            |     |  | HOURS |                 |
|------------|-----|--|-------|-----------------|
| 06/24/2021 | TRQ | DAVEY: Phone conference with client; follow up   | 0.75  | 150.00          |
| 06/30/2021 | TRQ | Flat fee for General Counsel Services rendered per letter of understanding approved by Board on 02.25.2021 |       | <u>4,000.00</u> |
|            |     | CURRENT SERVICES RENDERED  | 0.75  | 4,150.00        |

RECAPITULATION

| <u>TIMEKEEPER</u>           | <u>HOURS</u> | <u>HOURLY RATE</u> | <u>TOTAL</u> |
|-----------------------------|--------------|--------------------|--------------|
| Timothy R. Qualls, Attorney |              |                    | \$4,000.00   |
| Timothy R. Qualls, Attorney | 0.75         | 200.00             | 150.00       |

TOTAL CURRENT WORK 4,150.00

|            |  |                                       |  |                          |
|------------|--|---------------------------------------|--|--------------------------|
| 06/18/2021 |  | Fee Payment - Thank you - Check #398  |  | -6,892.50                |
| 06/18/2021 |  | Cost Payment - Thank you - Check #398 |  | <u>-22.50</u>            |
|            |  | TOTAL PAYMENTS                        |  | -6,915.00                |
|            |  | BALANCE DUE                           |  | <u><u>\$8,212.50</u></u> |

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Page: 1  
 06/04/2021  
 ACCOUNT NO: 98866-003M  
 STATEMENT NO: 16255

General Counsel to District

PREVIOUS BALANCE \$15,187.45

|            |     |  | HOURS |                 |
|------------|-----|--|-------|-----------------|
| 05/04/2021 | TL  | FUSILIER LITIGATION: Edit Motion   | 0.50  | 62.50           |
| 05/31/2021 | TRQ | Flat fee for General Counsel services rendered per letter of understanding approved by Board on 02.25.2021 |       | <u>4,000.00</u> |
|            |     | CURRENT SERVICES RENDERED  | 0.50  | 4,062.50        |

RECAPITULATION

| <u>TIMEKEEPER</u>           | <u>HOURS</u> | <u>HOURLY RATE</u> | <u>TOTAL</u> |
|-----------------------------|--------------|--------------------|--------------|
| Tristan LaNasa              | 0.50         | \$125.00           | \$62.50      |
| Timothy R. Qualls, Attorney | 0.00         | 0.00               | 4,000.00     |

TOTAL CURRENT WORK 4,062.50

|            |  |                                       |  |                |
|------------|--|---------------------------------------|--|----------------|
| 05/19/2021 |  | Fee Payment - Thank you - Check #383  |  | -7,818.75      |
| 05/19/2021 |  | Cost Payment - Thank you - Check #383 |  | <u>-453.70</u> |
|            |  | TOTAL PAYMENTS                        |  | -8,272.45      |

BALANCE DUE \$10,977.50

The highest compliment our clients can give us is the sharing of information with us to help us serve you well and the referral of your colleagues, friends and family to us. Thank you for that trust.

\*\*PLEASE INCLUDE YOUR ACCOUNT NUMBER ON YOUR CHECK\*\*

**COPY**

**Young Qualls, P.A.**  
**216 SOUTH MONROE STREET**  
**P.O. BOX 1833**  
**TALLAHASSEE, FL 32302**

**(850) 222-7206 Telephone**  
**(850) 765-4451 Facsimile**  
**Federal Tax I.D. 59-1480346**

Harmony  
 Harmony Community Development Dist.  
 c/o Kristen Suit, District Manager  
 inframark@avidbill.com

Page: 1  
 05/06/2021  
 ACCOUNT NO: 98866-003M  
 STATEMENT NO: 16228

General Counsel to District

|            |     |   |       |             |
|------------|-----|---|-------|-------------|
|            |     | PREVIOUS BALANCE  |       | \$13,244.20 |
|            |     |   | HOURS |             |
| 04/05/2021 | VS  | FUSILIER: Drafting Motion for Summary Judgment  | 1.50  | 97.50       |
| 04/07/2021 | VS  | FUSILIER: Drafting Motion for Summary Judgment  | 6.25  | 406.25      |
| 04/13/2021 | TL  | FUSILIER: review updated FL Supreme Court rules, update motion based upon                               | 0.75  | 93.75       |
| 04/14/2021 | TL  | FUSILIER: begin draft discovery   | 3.00  | 375.00      |
| 04/15/2021 | TRQ | FUSILIER: Work on discovery   | 2.10  | 420.00      |
| 04/16/2021 | TL  | FUSILIER Litigation: edit discovery, call client to discuss   | 1.20  | 150.00      |
|            | TRQ | FUSILIER: Work on discovery   | 1.00  | 200.00      |
| 04/19/2021 | TL  | FUSILIER: Review December depositions, edit discovery, conference with TQ& RY on next step              | 1.30  | 162.50      |
| 04/23/2021 | TRQ | FUSILIER: Work on discovery   | 1.00  | 200.00      |
| 04/26/2021 | TL  | FUSILIER: review depo+police report, trespass statute, edit discovery; Review TOHO+OUC info             | 1.80  | 225.00      |
|            | TRQ | FUSILIER: Work on discovery; review transcript  | 1.00  | 200.00      |
| 04/28/2021 | TL  | FUSILIER: edit discovery; call inframark on OUC/TOHO invoices; call Gerhard; conference TQ;             | 1.30  | 162.50      |
| 04/29/2021 | TRQ | FUSILIER: Continued review of transcript; work on strategy  | 1.00  | 200.00      |
| 04/30/2021 | TRQ | Flat fee for general counsel services rendered per letter of understanding approved by Board 02.25.2021 |       | 4,000.00    |
|            |     | CURRENT SERVICES RENDERED   | 23.20 | 6,892.50    |



Harmony

05/06/2021

ACCOUNT NO: 98866-003M  
STATEMENT NO: 16228

General Counsel to District

RECAPITULATION

| <u>TIMEKEEPER</u>           | <u>HOURS</u> | <u>HOURLY RATE</u> | <u>TOTAL</u> |
|-----------------------------|--------------|--------------------|--------------|
| Tristan LaNasa              | 9.35         | \$125.00           | \$1,168.75   |
| Timothy R. Qualls, Attorney |              |                    | 4,000.00     |
| Timothy R. Qualls, Attorney | 6.10         | 200.00             | 1,220.00     |
| Victoria Scotti             | 7.75         | 65.00              | 503.75       |

|            |  |                    |
|------------|--|--------------------|
| 03/13/2021 | Court Call teleconference service for hearing (platform mandated by presiding judge) | 22.50              |
|            | TOTAL ADVANCES   | 22.50              |
|            | TOTAL CURRENT WORK   | 6,915.00           |
| 04/21/2021 | Fee Payment - Thank you - Check #356   | -4,971.75          |
|            | BALANCE DUE  | <u>\$15,187.45</u> |

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 Harmony Community Development Dist.  
 c/o Kristen Suit, District Manager  
 inframark@avidbill.com

Page: 1  
 04/08/2021  
 ACCOUNT NO: 98866-003M  
 STATEMENT NO: 16211

General Counsel to District

PREVIOUS BALANCE \$9,794.75

|            |     |  | HOURS |          |
|------------|-----|--|-------|----------|
| 03/01/2021 | TL  | FUSILIER: review motion to strike, research and draft response to motion, review Trawicks on Injunctive Relief hearing- begin to prepare evidentiary items: affidavits, testimony, exhibits, call with TQ- draft district manager affidavit, Steve Boyd depo prep and depo, debrief with TQ and Boyd, prepare further affidavits | 8.60  | 1,075.00 |
|            | TRQ | FUSILIER: Boyd deposition prep and post. Work on affidavit.  | 3.10  | 620.00   |
| 03/02/2021 | SRT | FUSILIER: Communication with judge's assistant regarding witness appearance procedures for hearing on 03.03.2021   | 0.30  | 19.50    |
|            | SRT | DAVEY: Follow up with Davey's counsel regarding submission of settlement offer in advance of March BOS meeting   | 0.30  | 19.50    |
|            | TL  | FUSILIER: finalize affidavits, review testimony, begin work on motion  | 4.00  | 500.00   |
|            | TRQ | FUSILIER: Phone conference with Chair, phone conference with engineer, phone conference with field manager, phone conference with DM   | 4.00  | 800.00   |
| 03/03/2021 | TRQ | FUSILIER: Prep for hearing; attendance at hearing; follow up   | 1.50  | 300.00   |
| 03/05/2021 | TRQ | FUSILIER: Work on litigation matters; phone conference with Supervisor   | 1.20  | 240.00   |
| 03/08/2021 | TL  | FUSILIER: get OUC/TOHO invoices from Inframark add to new DM affidavit   | 0.50  | 62.50    |
|            | TRQ | FUSILIER: Review records; work on discovery outline  | 1.00  | 200.00   |
| 03/10/2021 | TL  | KELLY FORECLOSURE: review complaint, draft answer and affirmative defenses   | 2.00  | 250.00   |
| 03/12/2021 | TRQ | Phone conference; follow up legal research   | 0.50  | 100.00   |
| 03/16/2021 | TL  | FUSILIER: case review and deadline check   | 0.20  | 25.00    |

Harmony

04/08/2021

ACCOUNT NO: 98866-003M  
STATEMENT NO: 16211

General Counsel to District

|            |     |  | HOURS |          |
|------------|-----|--|-------|----------|
| 03/17/2021 | VS  | FUSILIER: Legal research in preparation for drafting Motion for Summary Judgment   | 2.90  | 188.50   |
| 03/19/2021 | TL  | KELLY FORECLOSURE: revise and edit Answer/Aff Defense, check Tax Collectors record, research official records for Consent to Assessments and update, conference with TQ on Ch. 197   | 3.00  | 375.00   |
| 03/22/2021 | TRQ | KELLY FORECLOSURE: litigation research; review answer  | 1.00  | 200.00   |
| 03/23/2021 | TL  | KELLY FORECLOSURE: Review Amended Complaint, prepare amended Answer accordingly(.75); Review Management Contract memorandum, check against new policy, discuss maintenance v management with clerk and follow up withTQ(2) | 2.75  | 343.75   |
| 03/31/2021 | TRQ | Flat fee for general counsel services rendered per letter of understanding approved by Board 02.25.2021  |       | 4,000.00 |
|            |     | CURRENT SERVICES RENDERED  | 36.85 | 9,318.75 |

RECAPITULATION

|            |     |  | HOURS | HOURLY RATE | TOTAL       |
|------------|-----|--|-------|-------------|-------------|
|            |     | <u>TIMEKEEPER</u>  |       |             |             |
|            |     | Tristan LaNasa   | 21.05 | \$125.00    | \$2,631.25  |
|            |     | Timothy R. Qualls, Attorney  | 0.00  | 0.00        | 4,000.00    |
|            |     | Timothy R. Qualls, Attorney  | 12.30 | 200.00      | 2,460.00    |
|            |     | Sylvia R. Talevich, Paralegal  | 0.60  | 65.00       | 39.00       |
|            |     | Victoria Scotti  | 2.90  | 65.00       | 188.50      |
| 03/31/2021 | TRQ | Courtesy discount to client  |       |             | -1,500.00   |
|            |     | TOTAL CREDITS FOR FEES   |       |             | -1,500.00   |
| 03/03/2021 |     | Court Reporter/Stenotype Fees for appearance at Board of Supervisors Meeting on 02.25.2021 |       |             | 125.00      |
| 03/17/2021 |     | Court Reporter/Stenotype - Transcript of deposition of Steven Fusilier                     |       |             | 328.70      |
|            |     | TOTAL ADVANCES   |       |             | 453.70      |
|            |     | TOTAL CURRENT WORK   |       |             | 8,272.45    |
| 03/15/2021 |     | Fee Payment - Thank you - Check #341   |       |             | -4,728.00   |
| 03/15/2021 |     | Cost Payment - Thank you - Check #341  |       |             | -95.00      |
|            |     | TOTAL PAYMENTS   |       |             | -4,823.00   |
|            |     | BALANCE DUE  |       |             | \$13,244.20 |

COPY

Harmony

ACCOUNT NO: 98866-003M  
STATEMENT NO: 16211

General Counsel to District

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Harmony  
 Harmony Community Development Dist.  
 c/o Kristen Suit, District Manager  
 inframark@avidbill.com

Page: 1  
 03/04/2021  
 ACCOUNT NO: 98866-003M  
 STATEMENT NO: 16195

General Counsel to District

PREVIOUS BALANCE \$11,134.50

|            |     |   | HOURS |                 |
|------------|-----|---|-------|-----------------|
| 02/01/2021 | TL  | FUSILIER LITIGATION: review easement letter, conference with TQ re Injunction hearing, email engineer for further discussion  | 0.60  | 75.00           |
|            | SRT | DAVEY LITIGATION: Arrange for court reporter for shade meeting  | 0.60  | 39.00           |
|            | SRT | FUSILIER LITIGATION: Review discovery request from Fusilier's attorney, initiate contact with Steve Boyd for coordination of his deposition   | 0.60  | 39.00           |
|            | TRQ | DAVEY LITIGATION: Prep for attorney/client meeting  | 0.40  | 80.00           |
| 02/03/2021 | TL  | FUSILIER LITIGATION: discuss easements with TQ and conference Engineer for depo prep  | 0.40  | 50.00           |
| 02/17/2021 | TRQ | FUSILIER LITIGATION: Begin review of transcript in preparation for deposition of S. Boyd  | 0.50  | 100.00          |
| 02/22/2021 | TL  | FUSILIER LITIGATION: Review case law from law clerk   | 0.75  | 93.75           |
|            | TRQ | FUSILIER LITIGATION: Preparation for hearing on Defendant's Emergency Motion for Injunctive Relief; legal research  | 0.50  | 100.00          |
| 02/24/2021 | SRT | FUSILIER LITIGATION: Prepare hearing binder for Emergency Motion for Injunctive Relief, index cases and statutory references, bookmark case law and embed hyperlinks' draft cover letter to Judge | 3.00  | 195.00          |
|            | TRQ | FUSILIER LITIGATION: Review of Plaintiff's Motion to Strike   | 1.00  | 200.00          |
| 02/28/2021 | TRQ | Flat fee for General Counsel Services rendered per letter of understanding approved by Board 02.25.2021   |       | <u>4,000.00</u> |
|            |     | CURRENT SERVICES RENDERED   | 8.35  | <u>4,971.75</u> |

Harmony

03/04/2021

ACCOUNT NO: 98866-003M  
STATEMENT NO: 16195

General Counsel to District

| <u>TIMEKEEPER</u>             | <u>RECAPITULATION</u> |                    | <u>TOTAL</u> |
|-------------------------------|-----------------------|--------------------|--------------|
|                               | <u>HOURS</u>          | <u>HOURLY RATE</u> |              |
| Tristan LaNasa                | 1.75                  | \$125.00           | \$218.75     |
| Timothy R. Qualls, Attorney   |                       |                    | 4,000.00     |
| Timothy R. Qualls, Attorney   | 2.40                  | 200.00             | 480.00       |
| Sylvia R. Talevich, Paralegal | 4.20                  | 65.00              | 273.00       |

TOTAL CURRENT WORK 4,971.75

02/19/2021 Fee Payment - Thank you - Check #321 -6,311.50

BALANCE DUE \$9,794.75

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 inframark@avidbill.com

Page: 1  
 02/04/2021  
 ACCOUNT NO: 98866-003M  
 STATEMENT NO: 16154

General Counsel to District

PREVIOUS BALANCE \$6,311.50

|            |     |  | HOURS |        |
|------------|-----|--|-------|--------|
| 01/04/2021 | TRQ | Legal research on e-verify   | 0.50  | 100.00 |
| 01/05/2021 | TL  | Davey Tree opposing counsel call re potential settlement; conference on going forward with TQ  | 0.30  | 37.50  |
| 01/06/2021 | TRQ | DAVEY LITIGATION: Review email; phone conference with engineer; phone conference with opposing counsel   | 0.40  | 80.00  |
| 01/07/2021 | TRQ | Phone conference with Chair  | 0.75  | 150.00 |
|            | SRT | FUSILIER: Email correspondence with Judge Eagan's JA regarding efforts to coordinate hearing on Defendant's Emergency Motion for Injunctive Relief; email to opposing counsel regarding hearing dates and availability; email to JA confirming hearing date/time | 1.20  | 78.00  |
| 01/08/2021 | SRT | DAVEY LITIGATION: Compile pertinent litigation materials and email to Chairwoman at her request  | 1.10  | 71.50  |
| 01/11/2021 | TL  | Draft preliminary order regarding Brownie's Septic; call engineer re soil compaction test  | 3.60  | 450.00 |
|            | TRQ | Draft Brownie's order; legal research; phone conference with DM  | 1.75  | 350.00 |
| 01/12/2021 | SRT | DAVEY LITIGATION: Create Dropbox folder and upload all materials applicable to this matter and email to Chairwoman, at her request   | 1.60  | 104.00 |
| 01/13/2021 | TRQ | DAVEY LITIGATION: Review information; review email; legal research   | 0.75  | 150.00 |
| 01/15/2021 | SRT | FUSILIER: Prepare Notice of Hearing on Defendant's Emergency Motion for Injunctive Relief; efile with Court; email courtesy copy to JA   | 0.50  | 32.50  |
| 01/18/2021 | TRQ | Work on action items   | 0.40  | 80.00  |
| 01/19/2021 | TL  | Editing Draft Brownies Order: conference with Tim Qualls + call with Chair   |       |        |

Harmony

ACCOUNT NO: 98866-003M  
STATEMENT NO: 16154

General Counsel to District

|            |     |   | HOURS |          |
|------------|-----|---|-------|----------|
|            |     | Kramer(1); edit procurement policy, prepare attorney report(.6)   | 1.60  | 200.00   |
| 01/20/2021 | TL  | Review hearing minutes and edit Brownies Order and conference with Tim Qualls, Chair, & Engineer(1.0); per DM prepare Buck Lake and Servello Agreements for Board Review (1.5)  | 2.50  | 312.50   |
|            | TRQ | Phone conference with Chair; phone conference with engineer, phone conference with DM   | 1.00  | 200.00   |
| 01/22/2021 | TRQ | FUSILIER: legal research  | 1.00  | 200.00   |
| 01/25/2021 | TL  | Prepare materials for attorney agenda, draft attorney report and advise TQ  | 1.00  | 125.00   |
| 01/26/2021 | TRQ | FUSILIER: Review email and respond; review email from opposing counsel and respond  | 0.50  | 100.00   |
| 01/28/2021 | TL  | Gather all materials for meeting; prep and conference with TQ on Brownie's and Davey; review agenda packet and other reports  | 2.00  | 250.00   |
|            | TRQ | Prep for Brownies hearing; phone conference with DM; phone conference with Chair; review agenda packet; prep for meeting  | 3.00  | 600.00   |
|            | TRQ | Participate in Board of Supervisors Meeting   | 2.00  | 400.00   |
| 01/29/2021 | TL  | DAVEY: Prepare shade meeting notice; Brownies: review cites, organize all attachments, review notice rules for Final Order and send; research CDD Workshop virtual availability, direct clerk on memo. Set action item lists. | 3.40  | 425.00   |
|            | TRQ | Work on action items  | 0.40  | 80.00    |
|            | SRT | FUSILIER: Email district engineer regarding opposing counsel's request for his deposition; coordinate available dates and email availability to Fusilier's attorney   | 0.80  | 52.00    |
|            | TRQ | FUSILIER LITIGATION: phone conference with engineer   | 0.50  | 100.00   |
|            |     | CURRENT SERVICES RENDERED   | 32.55 | 4,728.00 |

RECAPITULATION

| <u>TIMEKEEPER</u>             | <u>HOURS</u> | <u>HOURLY RATE</u> | <u>TOTAL</u> |
|-------------------------------|--------------|--------------------|--------------|
| Tristan LaNasa                | 14.40        | \$125.00           | \$1,800.00   |
| Timothy R. Qualls, Attorney   | 12.95        | 200.00             | 2,590.00     |
| Sylvia R. Talevich, Paralegal | 5.20         | 65.00              | 338.00       |

|            |  |  |  |          |
|------------|--|--|--|----------|
| 01/06/2021 |  | Court Reporter/Stenotype - deposition of Steve Fusilier 12.02.2020 |  | 95.00    |
|            |  | TOTAL ADVANCES   |  | 95.00    |
|            |  | TOTAL CURRENT WORK   |  | 4,823.00 |



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02/04/2021

Harmony

ACCOUNT NO: 98866-003M  
STATEMENT NO: 16154

General Counsel to District

BALANCE DUE

\$11,134.50

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## **Seventh Order of Business**

**7A.**

**7Ai.**

**COPY**

## PROJECT MEMORANDUM

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

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

**Date:** October 18, 2021

**Re:** **Harmony Community Development District**

**Subject:** **District Engineer Report #4**

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

### **Harmony Cove Easement Agreement**

On Tuesday, October 12, 2021, Pegasus Engineering (David Hamstra) participated in a Teams meeting with Boyd Civil Engineering (Steve Boyd) and District Counsel (Tom Qualls) to discuss the requested modifications to the blanket CDD easement agreements. On Friday, October 15, 2021, the District Counsel and the District Engineer received various documents from Steve Boyd to review. On Wednesday, October 20, 2021, a follow-up Teams Meeting is scheduled with Steve Boyd, Tim Qualls, David Hamstra, and others to discuss the various easement issues. In the meantime, David Hamstra and Tim Qualls will coordinate with Steve Boyd to review the various documents (e.g., survey drawings, proposed site plan, prior easement documents and amendments, and proposed easement documents) and make a recommendation to the CDD Board of Supervisors.

### **Garden Road**

The week of October 11, 2021, Pegasus Engineering (Greg Teague) completed the revised construction plans for Garden Road from Five Oaks Drive to the entrance of the RV Storage area.

On Thursday, October 14, 2021, Pegasus Engineering (David Hamstra) submitted the revised construction plans to the following agencies to secure approvals for the proposed Garden Road improvements:

- Osceola County (Nicolas Hartley, Development Review Principal Engineer);
- Florida Gas Transmission (FGT) (Amy Powell); and
- South Florida Water Management District (SFWMD) (Richard Lott).

On Friday, October 15, 2021, Florida Gas Transmission (FGT) (Amy Powell) stated their approval of the short-term repairs (regrading and gravel) and will proceed with their review of the long-term repairs (i.e., 15-inches of recycled concrete aggregate). Also on Friday, October 15, 2021, Pegasus Engineering (David Hamstra) responded to emails from Osceola County (Nicolas Hartley) and the SFWMD (Richard Lott). Refer to Attachment “A” for the email correspondence with all three (3) entities.

### **The Estates**

The week of October 4, 2021, Inframark (Gerhard van der Snel and staff) located the twelve (12) drainage inlets which are situated outside the rights-of-way and within the parcels. Inframark also removed trees, vegetation, and in some cases dirt to expose the drainage inlets. On Sunday, October 10, 2021, Pegasus Engineer (David Hamstra) conducted a follow-up site inspection to observe field conditions, measure the current water levels, and to identify potential storm pipe blockages. Lastly, Pegasus Engineering (Beth Whikehart) was able to request and secure the as-built drawings and the permitted hydraulic calculations from Osceola County.

The week of October 18, 2021, Pegasus Engineering (David Hamstra and Beth Whikehart) will review the permitted construction plans, the as-built drawings, the hydraulic computations, and the measured water levels to determine the cause(s) of the chronic localized yard and right-of-way flooding.

### **Cherry Hill Rear Yard Swale Repairs**

On Thursday, September 30, 2021, the CDD Board of Supervisors instructed the District Counsel, the District Engineer and Inframark to retain the services of a contractor to address the grading issues at 3170 Dark Sky Drive and charge the homeowners for the CDD’s expenses. The week of October 18, 2021, Pegasus Engineering (David Hamstra) will coordinate with Tim Qualls and Inframark (Angel Montagna, Brett Perez, and Gerhard van der Snel) to engage contractual services to address the swale grading issue.

### **House Bill No. 53**

The State of Florida just passed a new law requiring Special Districts to create a 20-year Needs Analysis. Please refer to Attachment "B" for an overview prepared by another District Counsel for your information and discussion at the upcoming CDD meeting.

### **Footbridge Repairs**

The week of October 11, 2021, the Contractor (Greg Guettler with Dock-Ters Marine Construction) removed the #57 Stone, installed the required geotextile fabric, and installed crushed concrete for slope protection. On Tuesday, October 19, 2021, Inframark (Brett Perez and Gerhard van der Snel) have a meeting with the contractor to discuss the quality of the installed timber.

### **Dog Park**

On Monday, October 18, 2021, Chapco Fence (Tabitha Mills) shall begin installing the fence. They anticipate a 7-day schedule to complete the fence installation. Pegasus Engineering (David Hamstra) shall also coordinate with Inframark (Gerhard van der Snel) regarding the water meter and service line installation.

### **Five Oaks Drive Crosswalk**

On Sunday, October 10, 2021, Pegasus Engineering (David Hamstra) conducted a site inspection to check on the status of the crosswalk project. Inframark has completed the installation of the concrete sidewalks and ramps and repaired the irrigation lines. Osceola County installed the mid-block crossing signs on Five Oaks Drive, as well as the crosswalk pavement markings (refer to Attachment "C" for the site inspection photographs).

### **Billy's Trail**

On Thursday, August 19, 2021, Inframark (Brett Perez and Gerhard van der Snel) and Pegasus Engineering (David Hamstra) conducted an on-site meeting / site inspection with Supervisor Leet to assess the current conditions of the trail and identify improvements. The week of October 18, 2021, Pegasus Engineering (Donny Greenough) will complete the exhibit depicting the proposed alignment and improvements.

### **Sidewalk Maintenance Program**

On Wednesday, October 13, 2021, Pegasus Engineering (Donny Greenough) submitted the revised Master Sidewalk Inventory Exhibit, as well as the four (4) area exhibits, to support Gerhard van der Snel's proposed sidewalk maintenance program. Gerhard provided additional comments on Thursday, October 14, 2021, and Pegasus Engineering (Donny Greenough) will revise and resubmit the week of October 18, 2021.

### **Reserve Study**

On Saturday, September 4, 2021, Pegasus Engineering (David Hamstra) coordinated with the Chairman and Inframark (Gerhard van der Snel) to finalize and submit the Infrastructure and Asset List to Florida Reserve Study and Appraisals (Steve Swartz). On Tuesday, September 21, 2021, Reserve Specialist (Steve Swartz) issued an email to Inframark (Brett Perez and Gerhard van der Snel), the Chairman, and Pegasus Engineering (David Hamstra) containing follow-up questions to continue preparing the draft Reserve Study.

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

The weeks of October 4, 2021, and October 11, 2021, Pegasus Engineering (Greg Teague) completed the draft Instructions to Bidders, Proposal, Construction Contract, and Special Provisions for an in-house review.

### **Five Oaks Drive Sidewalk Repairs**

Pegasus Engineering (David Hamstra) issued an email on Sunday, October 17, 2021, to Mr. Rumpza with Arrow Pavement regarding the requested change order in the amount of \$2,706.00 (refer to Attachment "D").

### **RV Parking Lot**

Pegasus Engineering shall coordinate with Osceola County to develop a Site Plan for the storage area that will encompass RVs, Servello, Harmony container storage, and the staff trailer. Meanwhile, Pegasus Engineering (David Hamstra) shall coordinate with Steve Berube and District Counsel regarding the fence issues with Straightline Fence.

END OF MEMO

cc: Angel Montagna, Inframark Services  
Brett Perez, Inframark Services  
Tim Qualls, Young Qualls, P.A.  
Greg Teague, Pegasus Engineering  
Beth Whitehart, Pegasus Engineering  
Donny Greenough, Pegasus Engineering  
Pegasus Project File MSC-22055



---

# Attachment "A"

---

Garden Road  
Correspondence

---

## David Hamstra

---

**From:** David Hamstra  
**Sent:** Friday, October 15, 2021 4:33 PM  
**To:** 'Powell, Amy'  
**Cc:** Gudger, Robert; Teresa Kramer; Angel.Montagna@inframark.com; Greg Teague  
**Subject:** Garden Road Improvements | Harmony CDD

Good Afternoon Amy,

On behalf of the Harmony CDD, thank you very much for the prompt response. We will make sure to initiate the 811 process and contact Wyatt prior to the short-term improvements.

Also, we will coordinate with Teresa and Inframark to provide the full legal name and address in order for you to finalize the agreement.

Thank you and enjoy your weekend!

Respectfully, David

---

**From:** Powell, Amy <Amy.Powell@energytransfer.com>  
**Sent:** Friday, October 15, 2021 10:44 AM  
**To:** David Hamstra <david@pegasusengineering.net>  
**Cc:** Gudger, Robert <robert.gudger@energytransfer.com>; Teresa Kramer <Teresa@harmonyadd.org>; Greg Teague <Greg@pegasusengineering.net>  
**Subject:** Garden Road Improvements | Harmony CDD

David –

FGT is good with you filling in the holes. You will need to initiate an 811 call and have Wyatt (407-212-9405) onsite when you do the work. I can work on the agreement for the rest of the work.

Please provide me the full legal name and address of who will be entering into the agreement for the long-term improvements.

Thanks,

Amy Powell  
Representative – Right-of-Way  
Florida Gas Transmission  
2405 Lucien Way, Suite 200  
Maitland, FL 32751  
(Office) 407-838-7053  
(Cell) 407-415-0811  
[Amy.powell@energytransfer.com](mailto:Amy.powell@energytransfer.com)

**From:** David Hamstra <[david@pegasusengineering.net](mailto:david@pegasusengineering.net)>

**Sent:** Thursday, October 14, 2021 7:03 PM

**To:** Powell, Amy <[Amy.Powell@energytransfer.com](mailto:Amy.Powell@energytransfer.com)>

**Cc:** Gudger, Robert <[robert.gudger@energytransfer.com](mailto:robert.gudger@energytransfer.com)>; Teresa Kramer <[Teresa@harmonyccd.org](mailto:Teresa@harmonyccd.org)>; Greg Teague <[Greg@pegasusengineering.net](mailto:Greg@pegasusengineering.net)>

**Subject:** Garden Road Improvements | Harmony CDD

Good Evening Amy,

I trust this email finds you doing well. By way of introduction, we serve as the current District Engineer for the Harmony CDD. We have been requested by the CDD Board of Supervisors to prepare construction plans for the long-term improvements to Garden Road from Five Oaks Drive to the RV Storage Lot (approximately 1,150 feet). The purpose of this email is to respectfully request that FGT "sign-off" on the short-term repairs to Garden Road while you review the attached construction plans for the long-term improvements.

The proposed short-term repairs encompass re-grading the four (4) areas that collect water and create a condition where vehicles currently drive off the road to avoid these areas (please refer to the attached photographs which were taken on October 10<sup>th</sup>) and install gravel to temporally stabilize.

In regard to the long-term improvements, the attached construction plans have attempted to address FGT's various requests to the CDD. More specifically, the typical section consists of 15-inches of recycled concrete aggregate in lieu of a typical paved roadway section; a fence on both sides off the road to prevent vehicles from veering of the road surface; and maintain the same alignment and width.

We respectfully request your approval to proceed with the short-term repairs and look forward to your comments associated with the attached construction plans. If needed, we can meet on-site to discuss or schedule a Teams Meeting.

If you have any questions, please do not hesitate to contact me at **407-247-0003**. On behalf of the Harmony CDD, we look forward to working with FGT to secure the required approvals.

Respectfully,

David W. Hamstra, P.E., CFM

Stormwater Department Manager | Pegasus Engineering, LLC  
301 West State Road 434, Suite 309 | Winter Springs, Florida 32708  
407-992-9160 work (extension 309) | 407-247-0003 cell  
[david@pegasusengineering.net](mailto:david@pegasusengineering.net)



Private and confidential as detailed [here](#). If you cannot access hyperlink, please e-mail sender.

## David Hamstra

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**From:** David Hamstra  
**Sent:** Friday, October 15, 2021 10:34 AM  
**To:** 'Nicholas W Hartley'; Jane Adams  
**Cc:** Teresa Kramer; Greg Teague; Amy Templeton; Jose Gomez  
**Subject:** Garden Road Improvements | Harmony CDD  
**Attachments:** IMG\_2159.jpg; IMG\_2167.jpg

Good Morning Nicholas,

Thank you for the prompt response. I would like to make sure I understand your email correctly. Our plan is to remove the existing dirt, shell, clay, gravel and whatever else has been put in place over the years and replace with 15-inches of recycled concrete aggregate within the same alignment and width. Your email states that no permit would be required since it is maintenance related work on CDD property, which we agree. However, your next sentence states that the road must remain asphalt pavement which it is not now. Can you please clarify if we can undertake the maintenance repairs at this time with the proposed recycled concrete aggregate.

Thank you for your assistance!

Respectfully,

David W. Hamstra, P.E., CFM  
Stormwater Department Manager | Pegasus Engineering, LLC  
301 West State Road 434, Suite 309 | Winter Springs, Florida 32708  
407-992-9160 work (extension 309) | 407-247-0003 cell  
[david@pegasusengineering.net](mailto:david@pegasusengineering.net)



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**From:** Nicholas W Hartley <Nicholas.Hartley@OSCEOLA.ORG>  
**Sent:** Friday, October 15, 2021 8:20 AM  
**To:** David Hamstra <david@pegasusengineering.net>; Jane Adams <Jane.Adams@osceola.org>  
**Cc:** Teresa Kramer <Teresa@harmonyccd.org>; Greg Teague <Greg@pegasusengineering.net>; Amy Templeton <Amy.Templeton@osceola.org>; Jose Gomez <Jose.Gomez@OSCEOLA.ORG>  
**Subject:** Garden Road Improvements | Harmony CDD

Good morning,

We have taken a look at this and we would consider improvements to the roadway to be maintenance, so no permits are required from us as long as all the work is on CDD property.

Please note, however, that a special condition of the PD required the roadway to be paved, so the surface must remain asphalt pavement.

Thank you,

**Nicholas Hartley, P.E.**

Principal Engineer  
 Osceola County Board of County Commissioners  
 Development Review  
 1 Courthouse Square, Suite 1400  
 Kissimmee, FL 34741  
[Nicholas.hartley@osceola.org](mailto:Nicholas.hartley@osceola.org)  
 (407)742-0230

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**From:** Jane Adams <[Jane.Adams@osceola.org](mailto:Jane.Adams@osceola.org)>  
**Sent:** Thursday, October 14, 2021 8:17 PM  
**To:** David Hamstra <[david@pegasusengineering.net](mailto:david@pegasusengineering.net)>  
**Cc:** Teresa Kramer <[Teresa@harmonyccd.org](mailto:Teresa@harmonyccd.org)>; Greg Teague <[Greg@pegasusengineering.net](mailto:Greg@pegasusengineering.net)>; Amy Templeton <[Amy.Templeton@osceola.org](mailto:Amy.Templeton@osceola.org)>; Jose Gomez <[Jose.Gomez@OSCEOLA.ORG](mailto:Jose.Gomez@OSCEOLA.ORG)>; Nicholas W Hartley <[Nicholas.Hartley@OSCEOLA.ORG](mailto:Nicholas.Hartley@OSCEOLA.ORG)>  
**Subject:** Garden Road Improvements | Harmony CDD

I am forwarding this to our Engineer for his input. We will respond back as soon as possible.

Sincerely,

*Jane Adams*

*Sr. Development Coordinator  
 Community Development Division  
[Jane.Adams@osceola.org](mailto:Jane.Adams@osceola.org)  
 407-742-0244  
 1 Courthouse Square  
 Suite 1400  
 Kissimmee, FL 34741*

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**From:** David Hamstra <[david@pegasusengineering.net](mailto:david@pegasusengineering.net)>  
**Sent:** Thursday, October 14, 2021 8:03 PM  
**To:** Amy Templeton <[Amy.Templeton@osceola.org](mailto:Amy.Templeton@osceola.org)>; Jane Adams <[Jane.Adams@osceola.org](mailto:Jane.Adams@osceola.org)>  
**Cc:** Teresa Kramer <[Teresa@harmonyccd.org](mailto:Teresa@harmonyccd.org)>; Greg Teague <[Greg@pegasusengineering.net](mailto:Greg@pegasusengineering.net)>  
**Subject:** Garden Road Improvements | Harmony CDD

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

Good Evening Amy and Jane,

I trust this email finds you both doing well. By way of introduction, we serve as the current District Engineer for the Harmony CDD. We have been requested by the CDD Board of Supervisors to prepare construction plans for improvements to Garden Road from Five Oaks Drive to the RV Storage Lot (approximately 1,150 feet). As you may be aware, Garden Road has been in-place for several years and provides access to the community garden, the field offices, and the RV storage lot. Given the continued use by numerous vehicles ranging in size from cars and pick-up trucks towing boats to RVs, we propose 15-inches of recycled concrete aggregate which provides the same structural number as a traditional asphalt road (please refer to the 2<sup>nd</sup> attachment).

We respectfully request your review and approval or comments associated with the attached construction plans. If needed, we can meet on-site to discuss or schedule a Teams Meeting.

If you have any questions, please do not hesitate to contact me at **407-247-0003**. On behalf of the Harmony CDD, we look forward to working with the County to secure the required approvals.

Respectfully,

**David W. Hamstra, P.E., CFM**  
**Stormwater Department Manager | Pegasus Engineering, LLC**  
**301 West State Road 434, Suite 309 | Winter Springs, Florida 32708**  
**407-992-9160 work (extension 309) | 407-247-0003 cell**  
[david@pegasusengineering.net](mailto:david@pegasusengineering.net)



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

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

**David Hamstra**

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**From:** David Hamstra  
**Sent:** Friday, October 15, 2021 9:04 AM  
**To:** 'Lott, Richard'  
**Cc:** Teresa Kramer; Greg Teague; Prather, Lisa  
**Subject:** Garden Road Improvements | Harmony CDD

Good Morning Richard,

We are staying within the same alignment and same width of the existing road. We are simply removing the dirt, gravel, clay, and whatever else has been placed in this existing corridor and use the 15-inches of the recycled concrete aggregate which is similar to FDOT #57 stone.

Respectfully,

David W. Hamstra, P.E., CFM  
Stormwater Department Manager | Pegasus Engineering, LLC  
301 West State Road 434, Suite 309 | Winter Springs, Florida 32708  
407-992-9160 work (extension 309) | 407-247-0003 cell  
[david@pegasusengineering.net](mailto:david@pegasusengineering.net)



---

**From:** Lott, Richard <[rlott@sfwmd.gov](mailto:rlott@sfwmd.gov)>  
**Sent:** Friday, October 15, 2021 8:47 AM  
**To:** David Hamstra <[david@pegasusengineering.net](mailto:david@pegasusengineering.net)>  
**Cc:** Teresa Kramer <[teresa@harmonyccd.org](mailto:teresa@harmonyccd.org)>; Greg Teague <[Greg@pegasusengineering.net](mailto:Greg@pegasusengineering.net)>; Prather, Lisa <[lprather@sfwmd.gov](mailto:lprather@sfwmd.gov)>  
**Subject:** RE: Garden Road Improvements | Harmony CDD

Hello Dave:

Thank you for the email. I assume that the subbase is relatively impervious. Is there a stormwater management plan for the roadway?

Will any wetlands be affected?

Thank you,  
Richard

---

**From:** David Hamstra <[david@pegasusengineering.net](mailto:david@pegasusengineering.net)>  
**Sent:** Thursday, October 14, 2021 10:26 PM  
**To:** Lott, Richard <[rlott@sfwmd.gov](mailto:rlott@sfwmd.gov)>  
**Cc:** Teresa Kramer <[teresa@harmonyccd.org](mailto:teresa@harmonyccd.org)>; Greg Teague <[Greg@pegasusengineering.net](mailto:Greg@pegasusengineering.net)>  
**Subject:** Garden Road Improvements | Harmony CDD

[Please remember, this is an external email]

Good Evening Richard,

# COPY

I hope this email finds you doing well and staying healthy. We currently serve as the District Engineer for the Harmony Community Development District (CDD). The CDD has requested that we prepare construction plans for Garden Road that is currently a unpaved road that allows residents access to the community garden as well as the RV storage area (refer to the attached construction plans). We are proposing to replace the compacted dirt that routinely requires regrading to address depressed wet areas (refer to the attached photographs) with 15-inches of recycled concrete aggregate. The proposed typical section improves the structural strength to accommodate RVs and pick-up trucks towing boats. The proposed typical section also allows for rainfall to infiltrate through the concrete aggregate.

That said, the purpose of this email is to determine if the SFWMD would consider this road maintenance related activity an exempt activity. Please let me know if we need to submit an official No Permit Required request to the SFWMD.

We look forward to hearing back from you and would like to thank you in advance for your assistance!

Respectfully,

David W. Hamstra, P.E., CFM  
Stormwater Department Manager | Pegasus Engineering, LLC  
301 West State Road 434, Suite 309 | Winter Springs, Florida 32708  
407-992-9160 work (extension 309) | 407-247-0003 cell  
[david@pegasusengineering.net](mailto:david@pegasusengineering.net)





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# Attachment "B"

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House Bill No. 53

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## MEMORANDUM

**To:** District Manager, District Engineer  
**From:** District Counsel  
**Date:** August 31, 2021  
**Subject:** Wastewater Services and Stormwater Management Needs Analysis  
 (Chapter 2021-194, Laws of Florida/HB53)

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We are writing to inform you of a new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s). The requirements relating to wastewater services are found in Section 4 of Chapter 2021-194, Laws of Florida, creating Section 403.9301, Florida Statutes, and the requirements relating to stormwater management programs and systems are found in Section 5 of Chapter 2021-194, Laws of Florida, creating Section 403.9302, Florida Statutes (attached hereto for reference).

A brief summary of the new law and its requirements is set forth below. Please feel free to contact us with any questions.

### *What is required?*

The Office of Economic and Demographic Research (“OEDR”) is expected to promulgate additional details about the requirements of the needs analyses. However, certain general requirements are set forth in the new law.

For wastewater services, the needs analysis must include:

- a) A detailed description of the facilities used to provide wastewater services.
- b) The number of current and projected connections and residents served calculated in 5-year increments.
- c) The current and projected service area for wastewater services.
- d) The current and projected cost of providing wastewater services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

For stormwater management programs and stormwater management systems, the needs analysis must include:

- a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.
- b) The number of current and projected residents served calculated in 5-year increments.



- c) The current and projected service area for the stormwater management program or stormwater management system.
- d) The current and projected cost of providing services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

***When is the deadline?***

For both wastewater and stormwater, the first analysis must be created by **June 30, 2022**, and the analysis must be updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

***What steps should districts take?***

District engineers and district managers should begin by evaluating what information is already available to the district, and what new information may need to be gathered. Each district should approve a work authorization for their district engineer to create the needs analysis report and should consider proposals for any outside consulting or evaluation that may be necessary, though in most cases we expect this will not be required. In order to provide ample time for completion of the necessary needs analysis reports, we recommend presenting these items for board consideration no later than the first quarter of 2022, or as soon thereafter as is practical. OEDR is anticipated to provide further guidelines for the reporting requirements, none of which we expect to be particularly burdensome, and which will likely include information readily available to districts' engineering and/or environmental professionals. Once we receive further guidance, we will supplement this informational memorandum.

## CHAPTER 2021-194

Committee Substitute for Committee Substitute for  
Committee Substitute for House Bill No. 53

An act relating to public works; amending s. 255.0991, F.S.; revising a prohibition relating to any solicitation for construction services paid for with state appropriated funds; amending s. 255.0992, F.S.; revising the definition of the term “public works project”; prohibiting the state or any political subdivision that contracts for a public works project from taking specified action against certain persons that are engaged in a public works project or have submitted a bid for such a project; providing applicability; amending s. 403.928, F.S.; requiring the Office of Economic and Demographic Research to include an analysis of certain expenditures in its annual assessment; creating s. 403.9301, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide wastewater services to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; creating s. 403.9302, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide stormwater management to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; providing a determination and declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (2) of section 255.0991, Florida Statutes, is amended to read:

255.0991 Contracts for construction services; prohibited local government preferences.—

(2) For any a competitive solicitation for construction services paid for with any in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation to prevent a certified, licensed, or registered contractor,

subcontractor, or material supplier or carrier, from participating in the bidding process that provides a preference based upon:

- (a) ~~The contractor's~~ Maintaining an office or place of business within a particular local jurisdiction;
- (b) ~~The contractor's~~ Hiring employees or subcontractors from within a particular local jurisdiction; or
- (c) ~~The contractor's~~ Prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

Section 2. Paragraph (b) of subsection (1) and subsections (2) and (3) of section 255.0992, Florida Statutes, are amended to read:

255.0992 Public works projects; prohibited governmental actions.—

(1) As used in this section, the term:

(b) “Public works project” means an activity exceeding \$1 million in value that is of which 50 percent or more of the cost will be paid for with any from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.

(2)(a) Except as required by federal or state law, the state or any political subdivision that contracts for a public works project may not take the following actions:

(a) Prevent a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on the geographic location of the company headquarters or offices of the contractor, subcontractor, or material supplier or carrier submitting a bid on a public works project or the residences of employees of such contractor, subcontractor, or material supplier or carrier.

(b) Require that a contractor, subcontractor, or material supplier or carrier engaged in a public works such project:

1. Pay employees a predetermined amount of wages or prescribe any wage rate;
2. Provide employees a specified type, amount, or rate of employee benefits;
3. Control, limit, or expand staffing; or

4. Recruit, train, or hire employees from a designated, restricted, or single source.

~~(c)(b) The state or any political subdivision that contracts for a public works project may not~~ Prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work that who is qualified, licensed, or certified as required by state or local law to perform such work from receiving information about public works opportunities or from submitting a bid on the public works project. This paragraph does not apply to vendors listed under ss. 287.133 and 287.134.

(3) This section does not apply to the following:

(a) Contracts executed under chapter 337.

(b) A use authorized by s. 212.055(1) which is approved by a majority vote of the electorate of the county or by a charter amendment approved by a majority vote of the electorate of the county.

Section 3. Paragraph (e) is added to subsection (1) of section 403.928, Florida Statutes, to read:

403.928 Assessment of water resources and conservation lands.—The Office of Economic and Demographic Research shall conduct an annual assessment of Florida’s water resources and conservation lands.

(1) WATER RESOURCES.—The assessment must include all of the following:

(e) Beginning with the assessment due January 1, 2022, an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure. As part of this analysis, the office shall periodically survey public and private utilities.

Section 4. Section 403.9301, Florida Statutes, is created to read:

403.9301 Wastewater services projections.—

(1) The Legislature intends for each county, municipality, or special district providing wastewater services to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) “Domestic wastewater” has the same meaning as provided in s. 367.021.

(b) “Facility” means any equipment, structure, or other property, including sewerage systems and treatment works, used to provide wastewater services.

(c) “Treatment works” has the same meaning as provided in s. 403.031(11).

(d) “Wastewater services” means service to a sewerage system, as defined in s. 403.031(9), or service to domestic wastewater treatment works.

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing wastewater services shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the facilities used to provide wastewater services.

(b) The number of current and projected connections and residents served calculated in 5-year increments.

(c) The current and projected service area for wastewater services.

(d) The current and projected cost of providing wastewater services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its service area is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 5. Section 403.9302, Florida Statutes, is created to read:

403.9302 Stormwater management projections.—

(1) The Legislature intends for each county, municipality, or special district providing a stormwater management program or stormwater management system to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) “Facility” means any equipment, structure, or other property, including conveyance systems, used or useful in connection with providing a stormwater management program or stormwater management system.

(b) “Stormwater management program” has the same meaning as provided in s. 403.031(15).

(c) “Stormwater management system” has the same meaning as provided in s. 403.031(16).

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing a stormwater management program or stormwater management system shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.

(b) The number of current and projected residents served calculated in 5-year increments.

(c) The current and projected service area for the stormwater management program or stormwater management system.

(d) The current and projected cost of providing services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the



methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 6. The Legislature determines and declares that this act fulfills an important state interest.

Section 7. This act shall take effect July 1, 2021.

Approved by the Governor June 29, 2021.

Filed in Office Secretary of State June 29, 2021.

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# Attachment "C"

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Five Oaks Drive  
Crosswalk

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| PROJECT INFORMATION |  |
|---------------------|--|
| Project Name:       | Five Oaks Drive Crosswalk   Harmony Community Development District |
| Location:           | Intersection of Five Oaks Drive and Dark Sky Drive / Milkweed Lane |
| Inspection Date:    | October 10, 2021   |

|  |
|--|
| <b>Photograph No.</b>                      |
| 1  |
| <b>Photographer Location:</b>              |
| Southwest of the intersection              |
| <b>Direction Photo was taken:</b>          |
| Facing northeast                           |
| <b>Comments:</b>                           |
| Recently installed sign by Osceola County. |



|  |
|--|
| <b>Photograph No.</b>                      |
| 2  |
| <b>Photographer Location:</b>              |
| Northeast of the intersection              |
| <b>Direction Photo was taken:</b>          |
| Facing southwest                           |
| <b>Comments:</b>                           |
| Recently installed sign by Osceola County. |





COPY

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

| PROJECT INFORMATION |  |
|---------------------|--|
| Project Name:       | Five Oaks Drive Crosswalk   Harmony Community Development District |
| Location:           | Intersection of Five Oaks Drive and Dark Sky Drive / Milkweed Lane |
| Inspection Date:    | October 10, 2021   |

|  |
|--|
| <b>Photograph No.</b>                      |
| 3  |
| <b>Photographer Location:</b>              |
| Northeast corner                           |
| <b>Direction Photo was taken:</b>          |
| Facing southwest                           |
| <b>Comments:</b>                           |
| Recently installed sign by Osceola County. |



|  |
|--|
| <b>Photograph No.</b>                      |
| 4  |
| <b>Photographer Location:</b>              |
| Southeast corner                           |
| <b>Direction Photo was taken:</b>          |
| Facing north                               |
| <b>Comments:</b>                           |
| Recently installed sign by Osceola County. |



| PROJECT INFORMATION |  |
|---------------------|--|
| Project Name:       | Five Oaks Drive Crosswalk   Harmony Community Development District |
| Location:           | Intersection of Five Oaks Drive and Dark Sky Drive / Milkweed Lane |
| Inspection Date:    | October 10, 2021   |

|   |
|---|
| <b>Photograph No.</b>   |
| 5   |
| <b>Photographer Location:</b>                                     |
| Southeast corner  |
| <b>Direction Photo was taken:</b>                                 |
| Facing northwest  |
| <b>Comments:</b>  |
| Recently installed crosswalk pavement markings by Osceola County. |



|   |
|---|
| <b>Photograph No.</b>   |
| 6   |
| <b>Photographer Location:</b>                                     |
| Northeast corner  |
| <b>Direction Photo was taken:</b>                                 |
| Facing southeast  |
| <b>Comments:</b>  |
| Recently installed crosswalk pavement markings by Osceola County. |





COPY

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

| PROJECT INFORMATION |  |
|---------------------|--|
| Project Name:       | Five Oaks Drive Crosswalk   Harmony Community Development District |
| Location:           | Intersection of Five Oaks Drive and Dark Sky Drive / Milkweed Lane |
| Inspection Date:    | October 10, 2021   |

|   |
|---|
| <b>Photograph No.</b>   |
| 7   |
| <b>Photographer Location:</b>                                     |
| Northeast corner  |
| <b>Direction Photo was taken:</b>                                 |
| Facing southwest  |
| <b>Comments:</b>  |
| Recently installed crosswalk pavement markings by Osceola County. |



|   |
|---|
| <b>Photograph No.</b>                   |
| 8                                       |
| <b>Photographer Location:</b>           |
| Northeast corner                        |
| <b>Direction Photo was taken:</b>       |
| Facing north                            |
| <b>Comments:</b>                        |
| Sediments and dirt needs to be removed. |



| PROJECT INFORMATION |  |
|---------------------|--|
| Project Name:       | Five Oaks Drive Crosswalk   Harmony Community Development District |
| Location:           | Intersection of Five Oaks Drive and Dark Sky Drive / Milkweed Lane |
| Inspection Date:    | October 10, 2021   |

|                                   |
|-----------------------------------|
| <b>Photograph No.</b>             |
| 9                                 |
| <b>Photographer Location:</b>     |
| Southeast corner                  |
| <b>Direction Photo was taken:</b> |
| Facing southwest                  |
| <b>Comments:</b>                  |
| Sod needs to be corrected.        |



|  |
|--|
| <b>Photograph No.</b>  |
| 10   |
| <b>Photographer Location:</b>  |
| Southeast corner   |
| <b>Direction Photo was taken:</b>  |
| Facing southeast   |
| <b>Comments:</b>   |
| Additional sidewalk panel required to improve access to the ramp and/or realign existing sidewalk. |



| PROJECT INFORMATION |  |
|---------------------|--|
| Project Name:       | Five Oaks Drive Crosswalk   Harmony Community Development District |
| Location:           | Intersection of Five Oaks Drive and Dark Sky Drive / Milkweed Lane |
| Inspection Date:    | October 10, 2021   |

|                                       |
|---------------------------------------|
| <b>Photograph No.</b>                 |
| 11                                    |
| <b>Photographer Location:</b>         |
| Southeast corner                      |
| <b>Direction Photo was taken:</b>     |
| Facing southwest                      |
| <b>Comments:</b>                      |
| Existing crosswalk pavement markings. |



|                                   |
|-----------------------------------|
| <b>Photograph No.</b>             |
| 12                                |
| <b>Photographer Location:</b>     |
| Southwest intersection            |
| <b>Direction Photo was taken:</b> |
| Facing northeast                  |
| <b>Comments:</b>                  |
| Completed crosswalk project.      |





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# Attachment “D”

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Arrow Pavement

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## David Hamstra

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**From:** David Hamstra  
**Sent:** Sunday, October 17, 2021 6:32 PM  
**To:** 'ArrowPavement@aol.com'  
**Cc:** Montagna, Angel; Tim Qualls; 'Perez, Brett'; Gerhard.Vandersnel@inframark.com  
**Subject:** Arrow Pavement Change Order | Harmony CDD  
**Attachments:** Arrow Pavement Sidewalks (07-29-21 Photos).pdf

**Importance:** High

Good Evening Mr. Rumpza,

The Harmony CDD Board of Supervisors has asked me to follow-up with you regarding the proposed change order associated with the sidewalk improvements along Five Oaks Drive. By way of introduction, we currently serve as the District Engineer for the Harmony Community Development District.

That said, I have read the Harmony Cost of Proposal, the signed Agreement, and the recent letter and invoice from Arrow Pavement Services and offer the following comments:

- First, Page 4 of the signed Agreement states no additional compensation shall be paid without written authorization of the District Manager or its designee. There does not appear to be any written or email correspondence requesting a change order prior to the work being performed.
- Second, the proposal states a 4-inch concrete sidewalk, not the 7-inches to 8-inches that was installed. My question is why wasn't additional fill be brought-in and compacted in order to achieve a standard 4-inch thickness? There was no reason to pay for a non-standard 8-inch thick sidewalk unless directed by the CDD or Inframark staff.

In closing, the CDD is willing to pay the original bid of \$7,588.00 but not the additional \$2,706.00 since no proper notification was provided prior to the work being performed.

I trust you understand the CDD's position and hope this will resolve this matter. If you choose to dispute our final position, you are welcome to present your position at the CDD Board of Supervisors meeting which take place the 4<sup>th</sup> Thursday of every month.

Respectfully,

David W. Hamstra, P.E., CFM  
Stormwater Department Manager | Pegasus Engineering, LLC  
301 West State Road 434, Suite 309 | Winter Springs, Florida 32708  
407-992-9160 work (extension 309) | 407-247-0003 cell  
[david@pegasusengineering.net](mailto:david@pegasusengineering.net)



**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

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**Harmony Community Development District  
October 2021 General Counsel Report**

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- I. Temporary Access Agreement - Finalized version accepted by Madam Chair. **[Attached]**
- II. Irrigation Maintenance Contract Extension has been executed. **[Attached]**
- III. Straight-line Fencing – Currently working with liaison. Due to Sunshine Law this will be reported on at next meeting.
- IV. Tree Trimming Policy - We are working on additional language with District Manager. District Manager is waiting on information from a certified arborist. **[Attached is the latest DRAFT]**
- V. Change Order Policy – After conferral with the District Engineer, advise updating procurement policy to provide the following language: Change Orders of \$5,000 or up to 10% of contract value, whichever is less, may be approved by the District Manager without approval by the Board. **[DRAFT Attached]**
- VI. Potential meeting space at First Nature Ranch – Florida Commission on Ethics has rendered informal opinion. **[Attached]**
- VII. Removing Improperly Parked Cars - We have sent information to Manager on modifying signs, a courtesy notice, and we are in process of reviewing information from towing company. **[Proposed Resolution Attached]**
- VIII. Information for Insurance Company on Harmony Retail Matter - This information has been sent to District Manager (i.e., the Complaint and Answer).

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**TEMPORARY ACCESS EASEMENT AGREEMENT**

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Return original document to:

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

**THIS TEMPORARY ACCESS EASEMENT AGREEMENT** is given on \_\_\_\_\_  
(DATE)

by Harmony Community Development District (“Grantor”), to \_\_\_\_\_  
(CONTRACTOR or HOMEOWNER-if no contractor)

(“Grantee”).

**WITNESSETH**

**WHEREAS**, Grantor is a single-purpose local government created by chapter 190, Florida Statutes and established in Osceola County, Florida.

**WHEREAS**, Grantor has agreed to grant and convey to Grantee, a temporary access easement over and across certain property owned by the Grantor (the “Property”) (as described in Attachment A) for the specific and limited purposes set forth herein.

**WHEREAS**, Grantee requires access through Grantor’s property.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a temporary access easement for and in favor of Grantee over and across the Property described in Attachment A which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect for the duration provided below.

The scope, nature, and character of this Easement shall be as follows:

1. **Recitals:** The recitals herein are true and correct and are hereby incorporated into and made a part of this Temporary Access Easement.

2. **Purpose:** The purpose of this Easement is to grant a temporary non-exclusive access easement over, on, and across the Property during the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday. This Easement is solely for the purpose of access and is limited to the transport of materials, equipment, or personnel required for the construction, installation, renovation and/or property improvements on property located at \_\_\_\_\_  
\_\_\_\_\_. Grantee shall not store dirt, soil, or any other materials related to said construction, installation, renovation or property improvements on the Property.

3. **Waiver of Liability:** Grantee hereby agrees that Grantor will not be held liable for any actions of Grantee or for any damages that may occur while Grantee accesses the Property.

4. **Grantee's Liability:** Grantee is liable to Grantor for any damage incurred to the Property. Upon the conclusion of the limited activities for which this Easement is granted, Grantee is required to restore the Property to the original grade and repair any damage to the Property to the satisfaction of Grantor. Grantee is required to be available for an inspection (walk-thru) with the Grantor's District Manager or designee during regular working hours within 3 business days of completion of the project. This inspection shall be scheduled with the Grantor's District Manager and Grantee, or the parties' lawful representatives, with a resulting punch list of problems and corrective actions to be taken. This list shall be provided by Grantor to Grantee as soon as practicable after the walk-thru is completed.

5. **Grantee's Security Deposit:** Grantee shall provide a security deposit of two thousand five hundred dollars (\$2,500.00) as security for the performance of this Agreement and in order to cover any damage done to Grantor's property during the period defined in this agreement. Grantor shall hold the security deposit in a non-interest bearing account. Grantor shall issue a receipt to Grantee evidencing the security deposit.

Upon Grantee completing the walk thru with Grantor, if Grantor does not intend to impose a claim on the security deposit, Grantor shall have fifteen (15) days to return the security deposit to Grantee. Grantee hereby agrees that if Grantee refuses to do the walk thru, then Grantee forfeits its security deposit in its entirety.

If Grantor intends to impose a claim on the security deposit, Grantor shall have thirty (30) days to give Grantee written notice, by certified mail, to the mailing address set forth in this agreement of Grantor's intention to impose a claim and a detailed reason for said claim.

Grantee shall have 10 business days to correct any issues set forth in the claim of the Grantor. If Grantee fails to correct the issues within this time frame, then Grantor will address the issues set forth in the claim and deduct the amount of its claim from the Grantee's security deposit and remit any remaining balance to Grantee within thirty (30) days.

If Grantee objects to the imposition of Grantor's claim or the amount thereof, then Grantee may, within fourteen (14) days, request a hearing before the District Board pursuant to Rule 6.1 of the Harmony Rules of Procedure.

6. **Duration:** This temporary access agreement shall remain in full force and effect until \_\_\_\_\_, unless Grantee violates any conditions of this agreement. If Grantor determines that Grantee has violated any provision contained herein, Grantee will be notified of said violation by Grantor's District Manager or designee and Grantee's access will be revoked



until such time as said violation is remedied to the satisfaction of Grantor.

**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.

**HARMONY COMMUNITY  
DEVELOPMENT DISTRICT  
MANAGER OR MANAGER'S  
DESIGNEE**

**GRANTEE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

---

**RENEWAL OF ADDENDUM TO THE AGREEMENT FOR LANDSCAPE AND  
GROUNDS MAINTENANCE SERVICES BETWEEN SERVELLO & SON, INC. AND  
THE HARMONY COMMUNITY DEVELOPMENT DISTRICT REGARDING  
CERTAIN LANDSCAPE IRRIGATION SERVICES**

---

**THIS RENEWAL** made and entered into this 1 day of October 2021, by and between Servello & Son, Inc. an independent contractor (“Contractor”), whose address is 261 Springview Commerce Drive, Debary, Florida 32713, and the Harmony Community Development District (“District”), care of the District Manager, whose address is 313 Campus Street, Celebration, Florida 34747 (hereinafter “Parties”), shall bind the Contractor to provide the additional landscape irrigation inspection and repair services set forth below to the satisfaction of the District.

**WHEREAS**, the parties entered into an Amended Landscape Services Agreement (“Agreement”) dated on or about December 19, 2019 and subsequently, the extension of said Agreement was entered into on August 31, 2021 for an additional period of one-year beginning on October 1, 2021 and ending September 30, 2022.

**WHEREAS**, pursuant to Section XIV of the Amended Agreement the parties desire to have Contractor provide additional landscape irrigation services in return for an additional fee from the District.

**NOW THEREFORE**, the Parties do hereby agree to amend 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. This Renewal of Addendum shall be incorporated to the Amended Agreement and subsequent Renewals to the same. Any provisions of the Amended Agreement not replaced or contradicted by this Renewal of Addendum will remain in full force and effect. In the event of any

conflict between the terms of this Renewal of Addendum and the Amended Agreement, the terms of the Amended Agreement shall prevail.

3. Section IV of the Agreement shall be amended to include the additional landscape irrigation services, more specifically described in attachment "A" and incorporated herein by reference.

4. The total additional cost for these landscape irrigation services is \$26,796.00.

5. This Renewal Addendum will coincide with the Landscape Maintenance extension entered into on August 31, 2021 for an additional one-year period beginning on October 1, 2021 and ending on September 30, 2022, unless renewed for an additional year pursuant to section 287.057, Florida Statutes.

**SERVELLO & SON, INC.**

**HARMONY COMMUNITY DEVELOPMENT DISTRICT**

*James Whitaker*

*Teresa Kramer*

James Whitaker, Chief Executive Officer

Teresa Kramer, Chairwoman

10/1/2021

10/1/2021

Date

Date

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

## **ATTACHMENT A**

### **IRRIGATION DUTIES OF THE CONTRACTOR**

1. **Frequency of Services:**

- Every two (2) months Contractor will perform an Irrigation Service and Inspection of the entire District irrigation system.
- Contractor will perform six (6) Irrigation Service and Inspections at \$4,466.00 per service over a twelve-month period on scheduled visits.

2. **Each Irrigation Service and Inspection shall include:**

- Activating each zone of the system
- Visually verifying and reporting any damaged heads or those requiring repair.
- All heads that are clogged and/or out of adjustment will be cleaned and/or adjusted, as needed.
- Report any valve or valve box that may be damaged in any way.
- Broken heads, pipes, and valves will be flagged.
- Adjust controller to the watering needs as dictated by weather conditions and local laws.
- Leave areas in which repairs or adjustments are made free of debris.
- Proposals will be generated to obtain written authorization for repairs (over and above routine maintenance) and/or recommendations to the system. Repairs, as well as service calls requested between scheduled visits, will be performed on a time and material basis.
- Service reports will be submitted for review upon completion. Any damages incurred due to the Contractor will be repaired at no extra cost.

3. **Contractor Qualifying Statements:**

- Repairs that become necessary, that are over and above the routine maintenance contract will be done on a time and material basis.
- Service calls required between scheduled visits will be billed on a time and material basis.

- Contractor will not be held responsible for any accident that could arise from the overspray of water on hard surfaces.
- Contractor shall not be held responsible for damage/repairs due to minerals in water or water contamination.
- Damage to the sprinklers resulting from Contractor crews working on the property (e.g., mower and edger cuts) will be repaired at no charge. Contractor will not be responsible for damage caused by sprinkler systems that malfunction or have been broken where the Contractor is not at fault.
- Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.
- Contractor will pay special attention during the irrigation service and inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto building or parking areas.
- Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.
- Servello & Son, Inc. irrigation technicians are trained in the maintenance and repair of Netafim irrigation lines. Due to low visibility, product design and possible root intrusion, Contractor does not warrant plant material covered by this product.
- Contractor will have the right to enter the District Field Office Trailer strictly in order to access the Maxicom Irrigation System.
- No materials may be removed from the District Field Office Trailer and/or District storage area without the express permission of the Field Manager.
- Contractor and the District Field Operations Manager shall fully cooperate with one another regarding the District's irrigation system.

4. **Authorization for Repairs:**

- Request for authorization shall be submitted to the District Manager for approval on all repairs in excess of \$500.00. At the request of the Contractor, in emergency circumstances, the District Chair or District Manager can authorize expenditures up to \$2,500.00.
- Contractor shall have a monthly budget of \$1,000.00 to make repairs of less than \$500.00 at the time of inspection and billed on a time and material basis. A description of the problem and subsequent repair will be provided in writing to the District Field Operations Manager.

# Access Authorization

This letter authorizes Regatta Building & Development II and/or contractors hired by Regatta Building & Development II to encroach upon the property located at:

CDD property from the curb to the back of the lot located at

3201 Dark Sky Dr., Harmony, FL 34773

Site Address

Where Access is Given (Address, City and Zip Code)

For the Purpose of construction and/or renovation of a swimming pool, swimming pool equipment and associated amenities as described in the construction contract upon the property located at:

3201 Dark Sky Dr., Harmony, FL 34773

Site Address

Where Access is Given (Address, City and Zip Code)

Regatta Building & Development II will be granted use of this access within the time frame of construction, starting from the initial excavation of the pool and/or the commencement of renovation.

Regatta Building & Development II will be responsible to return the encroached access area to the original grade and repair any damages to the existing access property found to be caused by Regatta Building & Development II and /or contractors hired by Regatta Building & Development II.

The cost to repair any and all damages to the access property sod, landscaping, irrigation, driveway, street curbing or sidewalks is the sole responsibility of the party who is having the pool constructed and not the responsibility of Regatta Building & Development II and/or the contractors hired by Regatta Building & Development II.

**Access**

Property) Owner: \_\_\_\_\_

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

Signature and Printed Name

Construction Project

Property Owner: \_\_\_\_\_

Date: 01/04/2021

Signature and Printed Name

HARMONY CDD  
7360 Five Oaks Dr  
Harmony FL 34773

Regatta Building & Development II

Representative: \_\_\_\_\_

David L. Rieger

Date: 01/04/2021

Signature and Printed Name

**DRAFT**

**HARMONY TREE RESOLUTION**

**9.27.21**

**Resolution No. \_\_\_\_\_**

**A Resolution of the Harmony Community Development District (the “CDD”), relating to regulation of trees in the CDD right-of-way providing for definitions; providing for conditions, procedures, processes, enforcement, penalties and numerous associated matters relating thereto; providing for prohibitions and enforcement; and providing for an effective date.**

**Be it enacted by the Board of the Harmony Community Development District**

**Section 1. Findings:**

(a) The CDD has deemed approval of this Resolution to be in the best interest of the residents and citizens within the boundary of the District and to further the public health, safety and welfare such as the protection of natural resources.<sup>1</sup>

(b) The CDD has complied with all procedural and substantive requirements of controlling law in enacting this Resolution.

(c) The CDD finds that the preservation of trees within the CDD right-of-way enhances the natural scenic beauty, sustains the long term potential increase in property values, protects the surrounding area from soil erosion, moderates the effects of extreme

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<sup>1</sup> Article II, Section 7(a) of the *Constitution of the State of Florida* relates to natural resources and scenic beauty and provides as follows:

It shall be the policy of the state to conserve and protect its natural resources and scenic beauty. Adequate provision shall be made by law for the abatement of air and water pollution and of excessive and unnecessary noise and for the conservation and protection of natural resources.

weather conditions and temperatures, improves air quality including increasing the oxygen output of the area which is needed to combat air pollution, creates the identity and quality of the CDD's businesses and residences, and improves the attractiveness of the CDD to visitors.

(d) The Board of Supervisors of the CDD finds that in order to promote the public health, safety and general welfare of the residents of the CDD, while at the same time recognizing individual rights to develop private property in a manner which will not be prejudicial to the public interest, it is necessary to enact this Resolution to preserve trees located within the CDD right-of-way and to control the planting, maintenance and removal of those trees.

## **Section 2. CDD right-of-way; trees.**

### **Definitions.**

(a) As used in this Resolution, the following terms, phrases and words are assigned the following meanings unless the context indicates otherwise:

(1) *CDD right-of-way* means land, which by deed, conveyance, agreement, dedication, usage or other process of law is reserved for use by the CDD. See attached map for areas impacted by this Resolution.

(2) *Maintenance or Maintaining* means and includes all actions affecting or which may affect the growth or health of any tree such as, by way of example and not limitation, the cutting, trimming, topping, pruning, or removal of any tree.

(3) *Tree or trees* means any tree that meets the following criteria: any woody perennial plant characterized by having a single trunk or multi-trunk structure and includes



those plants generally designated as trees and any trees that have been planted as replacement trees by the CDD.

(4) *Tree Policy Manual* means a document prepared by the CDD, that states policies, procedures and other relevant information regarding the selection, planting, maintenance and removal of trees located in the CDD right-of-way.

### **Harmony Tree Maintenance Program**

(a) From time to time and the CDD determines necessary, the CDD will undertake maintenance to its trees within the CDD right-of-way.

(b) The CDD will maintain the trees in accordance with industry specific standards generally accepted at the time of trimming. The trimming will be performed by a certified arborist.

(c) The District shall maintain the entire tree. From time to time this may necessitate trimming a branch that extends onto private property.

(d) REMAINING DETAILS WILL BE INSERTED AFTER LEARNING MORE FROM MR. PEREZ.

### **Tree Maintenance Agreement Required**

(a) The planting, maintaining or removing of any tree in the CDD right-of-way, and all associated facilities, such as irrigation systems, tree wells, root barriers and supports, are encroachments subject to the permitting and other requirements of this Resolution.

(b) It is prohibited and unlawful for any person or entity to so encroach upon the CDD right-of-way without first obtaining permission as provided in this Resolution.

(c) The application for obtaining permission under this Resolution shall be filed with the CDD and approved by the CDD Board of Supervisors or its Manager prior to beginning the proposed activity or work.

(d) All planting, maintaining or removing activities shall be in conformance with standards and procedures set forth in this Resolution or the rules adopted pursuant to this Resolution by the CDD.

(e) In issuing a Tree Maintenance Agreement under this Resolution, the CDD may impose reasonable conditions related to the encroachment activity or work including, but not limited to, requiring the property owner or other applicant proposing to perform work in the right-of-way to execute the written tree maintenance agreement with the CDD.

(f) If determined necessary in order to protect the CDD infrastructure, the CDD may require a property owner to trim, cleanup, support or repair or perform other maintenance to any tree located within the CDD's right-of-way which has been planted or installed by the property owner or his or her predecessor. For purposes of this Resolution, the term "predecessor" includes, but is not limited to, any prior owner or developer of the property.

(g) In the event that a property owner fails to perform the work required by the CDD under this Section, the CDD may perform the work directly with CDD personnel or retain others to do that work. Thereafter, the CDD shall be entitled to reimbursement from the property owner for all costs and expenses incurred by the CDD in performing that work or by having others perform the work which sums shall be due to the CDD within thirty (30) days of receipt of the CDD's request for reimbursement.

## Protection of Trees.

(a) It is prohibited and unlawful for a person or entity to top<sup>2</sup>, head back<sup>3</sup>, stub<sup>4</sup> or pollard<sup>5</sup> any tree located within the CDD right-of-way. A tree that has been pollarded in the past may continue to be pollarded in the future so long as the property owner obtains the CDD's prior, written approval in accordance with the requirements of this Resolution.

(b) It is prohibited and unlawful for a person or entity to attach or keep attached to any tree located within the CDD right-of-way or to the guard or stakes intended for the protection of such a tree, any rope, wire, nails, tacks, staples, advertising posters, or any other material or item. This prohibition does not apply to staking or other material used to secure a tree.

(c) It is prohibited and unlawful for a person or entity to cause or allow any poison or other substance harmful to trees to lie, leak, pour, flow or drip upon or into the soil within the dripline of any tree located within the CDD right-of-way.

(d) It is prohibited and unlawful for a person or entity to set fire to or permit any fire to burn when such fire or heat therefrom will injure or damage any tree located within

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<sup>2</sup> "Topping" of a tree occurs when large branches are removed from the top of a tree's canopy. Most tree topping is done to reduce the size of the tree.

<sup>3</sup> "Heading back" means pruning off the terminal or "head" growth of a plant, especially a tree. Heading back is a general term, whose subcategories include "topping" and "pollarding."

<sup>4</sup> This list of terms contains some synonymous or redundant definitional aspects. According to the International Society of Arboriculture has stated that "topping is the indiscriminate cutting back of tree branches to stubs or lateral branches that are not large enough to assume the terminal role. Other names for topping include 'heading,' 'tipping,' 'hat-racking,' and 'rounding over.'" Topping violates nationally accepted standards for proper pruning and seriously injures trees.

<sup>5</sup> Pollarding is a pruning system in which the upper branches of a tree are removed, promoting a dense head of foliage and branches.

the CDD right-of-way.

(e) It is prohibited and unlawful for a person or entity to operate any device or equipment, such as mechanical weeding devices, in such a manner as to injure or damage any tree located within the CDD right-of-way.

(f) If any construction, repair work or other similar activity is proposed in an area adjacent to or in the CDD right-of-way, the property owner shall take all necessary measures prior to and during the work to protect any tree located in the right of way. The costs of any such protection is the sole responsibility of the property owner and the person or entity performing the work.

#### **Tree Planting, Maintenance and Removal Requirements.**

(a) Unless otherwise set forth by the CDD in writing in the written Tree Maintenance Agreement, the planting, maintenance or removal of any tree located in the CDD right-of-way for which encroachment permission is required under this Resolution shall be performed by a licensed landscape architect.

(b) All maintenance work on trees located in the CDD right-of-way (including, but not limited to, trimming or pruning) shall be in compliance with the International Society of Arboriculture Tree Pruning Guidelines and the Standard Practices for Tree Care Operations: Tree, Shrub, and other Woody Plant Maintenance (ANSI A300)<sup>6</sup> or as otherwise provided by the CDD in the encroachment permission.

#### **Tree Removal.**

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<sup>6</sup> The American National Standards Institute (ANSI) *A300 Standards for Tree Care Operations* represents the tree care industry's consensus on tree care practices. The standards can be used to prepare tree care contract specifications.

(a) It is prohibited and unlawful for a person or entity to remove or cause to be removed any tree from CDD right-of-way unless so authorized by the CDD.

(b) The CDD shall have the authority to require that a tree be removed from the CDD right-of-way under any of the following circumstances:

(1) If the tree is dead or dying or is damaged by storm, accident or disease as to be beyond the point of recuperation as determined by a certified arborist.

(2) If the tree has damaged the CDD's roadway facilities (including, but not limited to, the sidewalk, curb, gutter and pavement) and further damage cannot be prevented by reasonable tree maintenance procedures such as root pruning or sidewalk/curb realignment.

(3) If the tree constitutes a hazard to the public.

(4) In conjunction with an approved development of the adjacent property.

(c) The CDD may approve the removal of a tree from the CDD right-of-way as part of a scheduled tree removal and replacement program or in conjunction with an approved roadway or sidewalk improvement project.

(d) The removal of a tree from the CDD right-of-way, when it has been planted by the property owner or his or her predecessor, shall be the responsibility of the property owner who shall bear all costs of the said removal and the associated restoration of the right-of-way. In the event that a property owner fails to respond to a request for removal, the CDD shall have the authority to perform such a removal and to bill the property owner for the costs thereof. During all times in which a tree is located within CDD right-of-way, the abutting property owner shall have the obligation and duty to ensure that the tree and

all aspects relating to the tree does not cause any liability or result in any threat, or result in any liability, to the CDD and any person or entity so damaged shall have a cause of action against the property owner who has acted or failed to act in a manner which causes the damages or harm to the plaintiff.

(e) When a tree has been removed or damaged from the CDD right-of-way without permission, the CDD shall have the authority to require the property owner to replace that tree with another tree at the owner's sole expense. The installation and planting of the replacement tree shall conform to the requirements of the *CDD*.

### **Tree Maintenance Agreement**

(a) Permission to remove or maintain a tree within the CDD right of way under this Resolution shall be referred to as a "tree maintenance" agreement. An application for a tree maintenance agreement shall be made to the CDD and shall contain, at a minimum, the following information:

- (1) The property address where the work will be performed.
- (2) The name, address and phone number of the property owner.
- (3) If different than (2) above, the name, address and phone number of the person who will perform the proposed work.
- (4) A detailed description of the work proposed to be performed including, by way of example only and not limitation, the number and type of trees to be planted, maintained or removed; and the species of the replacement trees, if any.
- (5) The approximate date or dates when the work is to be done.

### **Criteria for Issuance of Tree Maintenance Agreement.**

(a) The CDD shall consider all relevant information in evaluating a Tree Maintenance application under this Resolution and in imposing reasonable conditions, if any, on the applicant including, but not limited, to:

- (1) The nature and extent of the proposed work.
- (2) The age, condition and health of the existing tree including disease, if any, deadwood, and the tree's stability.
- (3) Danger to the public or to property including, but not limited to, adjacent residences and other trees.
- (4) Interference with existing CDD infrastructure.
- (5) The effect the tree, or trees, is/are having on adjacent property or facilities including, by way of example only and not as a limitation, sidewalk areas, and whether any effects on the property or facilities can be mitigated by means such as a root barrier or relocation of the facilities.
- (6) Whether the proposed work is necessary in order to allow reasonable use of the property.
- (7) Whether the tree is anchoring or supporting a slope or the adjacent soil and the effects the proposed work would have on slope or soil stability and/or soil erosion.
- (8) The number of other trees in the area and the effect the proposed work would have on the neighborhood an esthetics and general appearance.
- (9) The effect the proposed work would have on surrounding property values.
- (10) The proposed efforts, if any, of the applicant to mitigate the effects or results of the proposed work. In the case of proposed tree removal, such mitigation could be

determined to include, for example only, efforts to replace an existing tree or trees with one or more trees of a type consistent with the character of the neighborhood.

**Workers' Compensation and Other Insurance.**

(a) The CDD may require that the property owner or any other applicant for a Tree Maintenance Permission under this Resolution to provide proof of compliance with, or exemption from, the workers' compensation insurance requirements.

(b) The CDD may require that the property owner or any other applicant for a permit under this Resolution furnish evidence of insurance coverage in an amount and to the extent specified by the CDD.

**Indemnification, Hold Harmless and Defense of CDD.**

The CDD shall require that the property owner and any other applicant for a tree maintenance agreement under this Resolution to indemnify the CDD and agreeing to hold harmless and defend the CDD.

**Emergency Situations.**

(a) If personal injury or property damage is imminent due to the hazardous or dangerous condition of a tree located in the right-of-way, the tree may be removed, pruned or trimmed or other necessary action taken without a tree maintenance agreement if the action taken in response to the emergency situation is reasonable under the circumstances and does not exceed the type of action necessary to address the emergency situation.

(b) When any emergency work is performed under these provisions, the property owner or person performing the work shall promptly notify the CDD about the



emergency situation and advise the CDD of the work accomplished and apply for a tree maintenance agreement under this Resolution for any further work to be performed to address the situation. Photographic evidence may be required by the CDD and, in any event, it shall be the burden of the property owner to prove the necessity of the actions taken and the fact of an emergency and promptly apply for a tree maintenance agreement under this Resolution to replace the tree, and replace the tree with a tree of like kind or as otherwise ordered by the CDD.

**Monitoring and Revocation of Tree Agreement.**

(a) A Tree Maintenance Agreement issued under this Resolution may be revoked by the CDD if the conditions of the Agreement or any provision of this Resolution are being or have been violated or are not fulfilled in a timely manner or the applicant or his or her contractor is violating any other law, statute or ordinance by engaging in or attempting to perform the work.

(b) **Conduct of Proceedings.** Proceedings may be held by the District in response to a written request submitted by a substantially affected person within fourteen (14) days after written notice or published notice of District action or notice of District intent to render a decision. Notice of both action taken by the District and the District's intent to render a decision shall state the time limit for requesting a hearing and shall reference the District's procedural rules. If a hearing is held, the chair shall designate any member of the Board (including the chair), District Manager, District General Counsel, or other person to conduct the hearing.

1. The person conducting the hearing may:
  - a) Administer oaths and affirmations; and/or
  - b) Rule upon offers of proof and receive relevant evidence; and/or
  - c) Regulate the course of the hearing, including any prehearing matters;  
and/or
  - d) Enter orders; and/or
  - e) Make or receive offers of settlement, stipulation, and adjustment.
2. The person conducting the hearing shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time, and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact, and conclusions of law, separately stated, and a recommendation for final District action.
3. The District shall issue a final order within forty-five (45) days:
  - a) After the hearing is concluded, if conducted by the Board; or
  - b) After a recommended order is submitted to the Board and mailed to all parties, if the hearing is conducted by persons other than the Board; or
  - c) After the Board has received the written and oral material it has authorized to be submitted, if there has been no hearing.

**Non-Liability of CDD.**

Nothing in this Resolution shall be deemed to impose any liability for damages or a duty of care or maintenance upon the CDD or its officers or contractors. The person who owns the property within which the CDD right-of-way is located and the property

owner of property abutting CDD right-of-way shall have a duty to keep all trees located on his, her, their or its property in a safe and healthy condition.

**Section 8. Severability.**

If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**Section 9. Effective Date.**

This [Resolution](#) shall take effect immediately upon enactment.

**Passed and adopted** this \_\_\_ day of \_\_\_\_\_, 2021

*Attest:*

**Harmony Community Development District.**

\_\_\_\_\_  
Chair

\_\_\_\_\_

Approved as to form and  
Legality:

\_\_\_\_\_  
Young Qualls, PA  
General Counsel

# PROCUREMENT POLICY AND PROCEDURE

## PROCUREMENT POLICY

The District's Board of Supervisors, District Manager and Field Services Manager recognize that open and fair competition is a basic part of public procurement and inspires public confidence that District contracts are awarded equitably and economically.

It is essential to the effective and ethical procurement of commodities and services, that the District use a system of uniform procedures in managing and procuring commodities and services. Detailed records of District decisions in procurement must be maintained. Strict adherence to specific ethical considerations by all District officers, employees, and agents, and by the suppliers and contractors is to maintain the confidence of the residents, the District, and the business community in the expenditure of District funds.

## REQUIREMENTS FOR ALL PROCUREMENTS

- Ensure tax is not included in the quoted price.
- Due diligence to obtain the best price is required no matter the purchase price.
- If the required number of quotes are not obtainable due to lack of vendor interest/response, provide the reason in writing to the DM when submitting the quotes.
- All District invoices must comply with section 218.7, Florida Statutes, Prompt Payment Act governing payment for goods or services by government agencies.
- Any agreement that obligates the District into the future, such as contracting for mobile phone service, contracting for internet services, or ongoing rental or purchase over time of equipment must be approved by the Board and signed by the District Manager, regardless of price.

## EXEMPTION LIST

The following expenditures are exempt from the Procurement Procedure:

- A. Pre-approved District employees' reimbursements;
- B. Monthly recurring utility bills (sole source);
- C. Purchases made during the period of a declared emergency;
- D. Legal advertising;
- E. FedEx and/or UPS invoices;
- F. Refunds;
- G. Reimbursements to residents serving on District Boards; and
- H. Recurring monthly intergovernmental disbursements.

## WAIVER OF REQUIREMENTS

The District may, when deemed to be in the best interest of the District and not inconsistent with law, waive any or all requirements or provisions set forth in this Procurement Procedure and proceed thereafter to take whatever action is deemed to be in the best interest of the District.

**BID RIGGING**

The District prohibits any activity among Vendors, Requestors, or any other participant in the procurement process to fix prices, rig bids, or engage in any other anticompetitive activity.

**UNAUTHORIZED PROCUREMENTS**

An unauthorized procurement is any purchase, order, or contract that is made by any District employee or official contrary to the provisions of this policy. Purchases, orders, or contracts that are subdivided to circumvent the Procurement Policy shall also be considered unauthorized purchases.

Any unauthorized procurement shall not be approved and the District shall not be bound thereby.

The District Manager or the Board Chairman are the only persons authorized to execute contracts for the procurement of commodities, professional and contractual services, without express action by the Board.

**ENFORCEMENT**

Violation of the Procurement Policy and Procedures:

- A. by employees or agents of the District, may be grounds for disciplinary actions or other penalties, at the discretion of the Board; or
- B. by vendors, may be banned from doing business with the District, at the discretion of the Board.

**CONSULTANTS COMPETITIVE NEGOTIATION ACT (CCNA)**

The District shall follow the guidelines of the Consultants Competitive Negotiation Act for the acquisition of professional architectural, engineering, landscape architecture, or surveying and mapping services.

**VENDOR RELATIONS**

One of the functions of the District Field Services Manager/District Manager is establishing and maintaining relations with firms who request to do business with the District and with firms who regularly do business with the District. Any user that develops a problem with a vendor and cannot satisfactorily resolve that problem should contact the District Manager. It is District policy to be fair with all bidders and vendors while still protecting the interests of the District.

Any problem should be documented immediately in writing giving all details such as date, nature of problem, person contacted, conversations between the District and the vendor. This can be done by keeping a log of the issue and keeping the District Manager copied on the log and up to date of the issues. The Board has the authority to act against any vendor, including possible suspension/debarment from doing business with the District for a specified length of time. This is a drastic action and will not be done without proper documentation. Documentation must be detailed and immediately recorded.

## PROCUREMENT PROCEDURE

- 1) The District's need for a service or product is identified by the Board, Field Services Manager, District Engineer, or the District Manager (DM).
- 2) If the Board is the entity that identifies the need, the Board will assign either the District Manager, District Engineer, or Field Services Manager to serve as the Requestor, as appropriate.
- 3) Requestor determines if this service or product is purchased only once per year or is expected to be purchased more than once in a year.
- 4) Requestor estimates the annual cost to purchase the service or product.
- 5) Requestor ensures that sufficient and proper funding is available prior to starting the procurement process.
- 6) If the annual cost of the service or product is:
  - a) less than \$500.00, then the Requestor may purchase the service or product if the service or product meets a need of the District. Although quotes are not required, prices should be compared to be sure that the best value is being obtained.
  - b) between \$ 500.00 and \$2499.99, proceed to Page 4, Procedure for \$500 to \$2499.99.
  - c) between \$2500.00 and \$4999.99, proceed to Page 5, Procedure for \$2500 to 4999.99.
  - d) between \$5000.00 and Florida's statutory amount requiring formal, sealed, competitive bidding, proceed to Page 6, Procedure for \$5000 to Florida's statutory amount.
  - e) above Florida's statutory amount requiring formal, competitive bidding, follow the statutorily required procurement process.

## Procurement for service or product between \$500.00 and \$2499.99 annually

1. First, provide to the DM the following:
  - a. a brief written reason this purchase is needed; and
  - b. estimated cost of purchase; and
  - c. budget line item of funds to be used for this purchase; and
  - d. desired 'deliver by' date; and
  - e. backup documentation (if applicable) to the request to assist in the approval process, such as;
    - i. if sole source, explain why. (sole source means that the commodity can be legally purchased from only one source.)
    - ii. if emergency, explain emergency.
    - iii. if piggyback procurement, name of governmental entity that completed the original vendor selection and their contact info and assurance that piggyback is authorized.
    - iv. Board approval date and terms (if applicable).
2. Then, if the DM approves moving forward with the purchase:
  - a. The Requestor will obtain quotes (including, if applicable, shipping, handling, and any fees) from at least 2 different vendors. For products, current online pricing and catalogs can be used for quotes.
  - b. If the quotes exceed \$2499.99, proceed to Page 5, Procedure for \$2500 to 4999.99.
  - c. If quotes are less than \$2500.00, provide the DM with the quotes obtained and any information that would have bearing on the selection of the vendor. DM will attach copy of quotes to information provided in 1. and retain for records.
  - d. Requestor and DM or Board Chair confer and select vendor.
  - e. Purchase is made.
3. Requestor receives goods/services and invoice.
4. Requestor verifies invoice, processes and submits invoice to Accounts Payable.
5. Accounts Payable audits the invoice prior to processing payment.
6. Finance Department issues a payment to the vendor for the goods/services provided.

## Procurement for service or product between \$2500.00 and \$4999.99 annually.

1. First, provide to the DM the following:
  - a. a brief written reason this purchase is needed; and
  - b. if requesting services, a scope of work to be provided to each vendor in obtaining quotes; and
  - c. estimated cost of purchase; and
  - d. budget line item of funds to be used for this purchase; and
  - e. desired 'deliver by' date; and
  - f. backup documentation (if applicable) to the request to assist in the approval process, such as;
    - i. if sole source, explain why,
    - ii. if emergency, explain emergency,
    - iii. if piggyback procurement, name of governmental entity that completed the original vendor selection and their contact info and assurance that piggyback is authorized,
    - iv. Board approval date and terms (if applicable).
2. Then, if the DM approves moving forward with the purchase:
  - a. The Requestor will obtain quotes (including, if applicable, shipping, handling, and any fees) and references from at least 3 different vendors. For products, current online pricing and catalogs can be used for quotes.
  - b. If the quotes exceed \$4999.99, proceed to Page 6, Procedure for \$5000 to Florida's statutory amount.
  - c. If quotes are less than \$5000.00, provide the DM with the quotes obtained and any information that would have bearing on the selection of the vendor. DM will attach copy of quotes and reference checks to the information provided in Step 1. above and submit this information to the Board at the next regular meeting.
  - d. The Board will consider the request at a public meeting and then either:
    - i. select a vendor and authorize purchase, or
    - ii. deny the purchase, or
    - iii. request further information or quotes.
  - e. DM ensures that Board's decision is carried out.
3. Requestor receives goods/services and invoice.
4. Requestor verifies invoice, processes and submits invoice to Accounts Payable.
5. Accounts Payable audits the invoice prior to processing payment.
6. Finance Department issues a payment to the vendor for the goods/services provided.



## Procurement for service or product between \$5000.00 and the Florida's statutory amount requiring formal, sealed, competitive bidding.

1. First, provide to the DM the following:
  - a. a brief written reason this purchase is needed; and
  - b. for a product, a detailed Specifications of that product, if requesting services, the Scope of Work which will be provided to each vendor in obtaining quotes. The Scope of Work shall be developed by the District Engineer if the service involves any transportation or drainage work; and
  - c. estimated cost of purchase; and
  - d. budget line item of funds to be used for this purchase; and
  - e. desired 'deliver by' date; and
  - f. backup documentation (if applicable) to the request to assist in the approval process, such as;
    - i. if sole source, explain why.
    - ii. if emergency, explain emergency.
    - iii. if piggyback procurement, name of governmental entity that completed the original vendor selection and their contact info and assurance that piggyback is authorized,
    - iv. Board approval date and terms (if applicable).
2. Then, if the DM approves moving forward with the purchase:
  - a. The Requestor in cooperation with the DM will request quotes and references from all vendors on the District/DM's Central Florida Vendor List and any virtual vendor list in use in order to obtain quotes from at least 3 different vendors.
  - b. If the quotes exceed Florida's statutory amount requiring formal, sealed, competitive bidding, proceed to the statutorily mandated process.
  - c. If quotes are less than Florida's statutory amount requiring formal, sealed, competitive bidding, provide the DM with the quotes obtained and any information that would have bearing on the selection of the vendor. DM will attach copy of quotes and reference checks to information provided in 1. above, and submit this information to the Board at the next regular meeting.
  - d. The Board will consider the request at a public meeting and then either:
    - i. select a vendor and authorize purchase, or
    - ii. deny the purchase, or
    - iii. request further information or quotes.
  - e. DM ensures that Board's decision is carried out.
3. Requestor receives goods/services and invoice.
4. Requestor verifies invoice, processes and submits invoice to Accounts Payable.
5. Accounts Payable audits the invoice prior to processing payment.
6. Finance Department issues a payment to the vendor for the goods/services provided.
7. [Change Order of \\$5,000 or up to 10% of contract value, whichever is less, may be approved by the District Manager without approval by the Board.](#)

**COPY****JoAnne Leznoff***Chair***John Grant***Vice Chair***Michelle Anchors****Antonio Carvajal****Travis Cummings****Don Gaetz****Glenton "Glen" Gilzean, Jr.****William "Willie" N. Meggs****Jim Waldman****Kerrie J. Stillman***Executive Director***Caroline M. Klancke***Deputy Executive Director/**General Counsel*

State of Florida  
**COMMISSION ON ETHICS**  
 P.O. Drawer 15709  
 Tallahassee, Florida 32317-5709

**(850) 488-7864 Phone****(850) 488-3077 (FAX)****www.ethics.state.fl.us**

325 John Knox Road  
 Building E, Suite 200  
 Tallahassee, Florida 32303

*"A Public Office is a Public Trust"*


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 October 13, 2021

Timothy R. Qualls, General Counsel  
 Harmony Community Development District  
 c/o Young Qualls, P.A.  
 216 South Monroe Street  
 Tallahassee, Florida 32301  
 tqualls@yvllaw.net

**BY EMAIL**

Dear Mr. Qualls:

This letter is written in response to your recent ethics inquiry. You are the General Counsel of the Harmony Community Development District (Harmony CDD). In your letter and subsequent emails to Commission staff, you explain that you are writing on behalf of a member of the Board of Supervisors (Supervisor) of the Harmony CDD, with his knowledge and acquiescence. You state that the Supervisor, in his private capacity, is the president of the Board of Directors of First Nature Foundation, a nonprofit organization. The Supervisor is not compensated by the nonprofit organization and does not hold a membership with it.

You convey that the Harmony CDD is having difficulty finding suitable venues for its public meetings. Your letter details a lengthy list of sites no longer available to the Harmony CDD for its meetings. Suffice to say, Harmony CDD is currently without a venue for its meetings and seeks a suitable venue for future meetings. The First Nature Foundation, however, has offered the use its facility, First Nature Ranch, at a discounted rate to the Harmony CDD for its meetings. You ask whether the Supervisor would have a conflict of interest if the Harmony CDD rented the facility from First Nature Foundation.

Relevant to your question on conflicts of interest, Section 112.313(3), Florida Statutes, states:

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DOING BUSINESS WITH ONE'S AGENCY.—No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision . . . . This subsection shall not affect or be construed to prohibit contracts entered into prior to:

- (a) October 1, 1975.
- (b) Qualification for elective office.
- (c) Appointment to public office.
- (d) Beginning public employment.

The first clause of this provision operates to prevent a public employee from acting in his or her public capacity as a purchasing agent, or a public officer acting in his or her official capacity, to purchase, rent, or lease any realty, goods, or services for his or her agency from any business entity in which he or she or his or her spouse or child is an officer or director or in which the employee or officer or his or her spouse or child owns more than a five-percent ownership interest. The second clause of this subsection prevents a public employee or officer from acting in his or her private capacity to rent, lease, or sell any realty, goods, or services to his or her public agency or to any agency of his or her political subdivision. The Commission on Ethics has found in the past that a public officer or employee acts in a private capacity to sell, rent, or lease to their agency when a business entity of which he or she is an officer or director sells, rents, or leases to his or her agency. CEO 87-41 and CEO 09-1.

In the Supervisor's case, Section 112.313(3) is implicated. Under the facts presented, the Supervisor, who is a member of the governing board of his agency, the Harmony CDD, is, in his private capacity, an officer or director of a business entity (First Nature Foundation) that would be renting realty (First Nature Ranch) to the Supervisor's agency (Harmony CDD). Such an arrangement would plainly fall within the ambit of both the first and second clauses of Section 112.313(3).

Based on the facts presented, there apparently are no applicable exceptions to negate the conflict of interest. For example, regarding the exemption contained in Section 112.313(12)(e), Florida Statutes (commonly referred to as "the sole source exemption"), although several venues are now unavailable for the Harmony CDD to hold its meetings, First Nature Ranch will not be considered a sole source of supply for meeting spaces unless it is the only source of supply of meeting space in the political subdivision suitable. Facts supportive of such a conclusion are not present in your ethics inquiry.

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Based on the presence of a facial conflict under Section 112.313(3) and the lack of an applicable exception, it appears the Supervisor will have a conflict of interest if the Harmony CDD rents space from First Nature Foundation.

Also relevant to your inquiry, Section 112.313(7)(a), Florida Statutes, states:

No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee . . . ; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

The first clause of this statute prohibits a public officer or employee from having any contractual relationship with a business entity or an agency that is regulated by or is doing business with his or her agency. The second clause of this statute prohibits a public officer from having a contractual relationship that would create a continuing or frequently recurring conflict of interest or would create an impediment to the full and faithful discharge of his or her public duties.

In this case, Section 112.313(7)(a) will not present the Supervisor with a conflict of interest. The Supervisor does not receive compensation from First Nature Foundation, is not a member of the nonprofit organization, and does not have any other arrangement with First Nature Foundation that would constitute contractual relationships. Even if First Nature Foundation does business with the Harmony CDD, the Supervisor will not have employment or a contractual relationship with First Nature Foundation. The Commission has found that uncompensated service on the board of directors of a nonprofit corporation, when the individual is not a member of the nonprofit organization, is not implicative of an employment or contractual relationship with the nonprofit. See CEO 10-2 and CEO14-12. Therefore, the first clause of Section 112.313(7)(a) will not pose a conflict of interest for the Supervisor. With regard to the second clause of Section 112.313(7)(a), there is nothing in the facts to indicate that the Respondent will be tempted to dishonor his public responsibilities if the Harmony CDD rents space from First Nature Foundation. See Zerweck v. State Commission on Ethics, 409 So. 2d 57 (Fla. 4th DCA 1982). For these reasons, the second clause of Section 112.313(7)(a) apparently also will not pose a conflict of interest for the Supervisor.


In conclusion, as discussed above, the Supervisor apparently will have a prohibited conflict of interest under Section 112.313(3) if the Harmony CDD rents space from First Nature Foundation. Separately, it appears Section 112.313(7)(a) would not pose a conflict of interest for the Supervisor under the same facts.

The guidance provided in this letter is limited to the facts that have been provided. If there are additional material facts, or if I have misstated them in this letter, please contact me again. The referenced statutes and advisory opinions are available on the Commission's website

Mr. Timothy R. Qualls  
September 13, 2021  
Page 4

at [www.ethics.state.fl.us](http://www.ethics.state.fl.us). If you have any other questions about the guidance contained in this letter, please send me an email at [zuilkowski.steven@leg.state.fl.us](mailto:zuilkowski.steven@leg.state.fl.us).

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Zuilkowski', with a horizontal line extending to the right.

Steven J. Zuilkowski  
Senior Attorney

**RESOLUTION 2021-\_\_****A RESOLUTION IMPLEMENTING REGULATIONS FOR PARKING AT DISTRICT FACILITIES; PROHIBITING CERTAIN PARKING; PROVIDING FOR REMEDIES; PROVIDING FOR AN EFFECTIVE DATE.****BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HARMONY COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:**

**WHEREAS**, Harmony Community Development District (the “District”) owns and maintains certain District Facilities, including Recreational Facilities (“District Facilities”), within the boundaries of the Community Development District; and

**WHEREAS**, the Board of Supervisors of the District (the “Board”) has the right to implement reasonable rules and/or regulations regarding the operation of District Facilities or other prohibited areas located within the district; and

**WHEREAS**, the Board finds that the unauthorized parking of vehicles at District Facilities takes away the parking opportunities of those utilizing the facilities, impedes the effective operation of District maintenance of infrastructure, and presents a safety hazard; and

**WHEREAS**, the Board has the power to regulate parking and may exercise any of the special powers granted by Fla. Stat. § 190.012 relating to public improvements and community facilities as well as implementing security measures under Fla. Stat. § 190.012(2)(d). Section (2)(d) does not prohibit the District from contracting with a towing company to remove vehicles from the property if the District follows authorization and notice and procedural requirements in Fla. Stat. § 715.07; and

**WHEREAS**, the Board desires to implement regulations setting forth appropriate expectations concerning designated parking in an around District Facilities.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Harmony Community Development District as follows:

1. **Unauthorized Parking at District Facilities.** The unauthorized Parking of vehicles in parking areas designated for specific District Facilities is prohibited.

2. For purposes of the foregoing, the following shall apply:
  - a. The use of District Facilities Parking shall be prohibited by anyone not actively using the associated District Facility.
  - b. Designated areas shall be marked by appropriate signage.
  - c. The following definitions shall apply to this Resolution:
    - i. “Vehicle” means any mobile item which normally uses wheels, whether motorized or not. §715.07(1)(a).
    - ii. “Parking” means the standing of a vehicle, whether occupied or not occupied, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.
    - iii. “Unauthorized Parking” shall be defined as parking of any vehicle within an area designated for District Facility use while the owner/operator is not actively using the District Facility.
    - iv. “Unauthorized Vehicle” shall be defined as a vehicle that is parked in a parking area designated for use by active users of a specific District Facility while the vehicle owner/operator is not actively using the specified District Facility.
3. **Notice:** The District may remove any unauthorized vehicle parked on District property without the vehicle owner’s permission. The District may contract with any person regularly engaged in the business of towing vehicles, without liability for costs of removal, transportation, or damages caused by the removal so long as notice is provided per Fla. Stat. § 715.07. Notice is not required in the following exceptions:
  - a. When the unauthorized vehicle is parked in a manner that restricts the normal operation of business
  - b. If a vehicle is parked on public right-of-way that obstructs access to a private driveway of the owner.
4. **Remedies.** The District shall have the right to cause repeat offenders of vehicles to be towed for repeat violations. A “repeat offender” and “repeat violation” shall be established after the District or its Designee has caused a warning notice to be posted on the car one time. A written statement by the District’s agent that such a notice has been delivered shall be sufficient to establish that the notice has been placed. The right to receive a notice hereunder is a courtesy only. For this purpose, the District shall be authorized to enter into a contract with one or more towing companies in order to provide for offending vehicles to be towed. All expenses associated with such towing and the storage of vehicles shall be the responsibility of the owner of such vehicle.

- 5. **Rules** The Board shall have the right to enact and implement rules which further discourage unauthorized parking at District Facilities or which identify any specific District parking areas per Fla. Stat. § 715.07(9)(b).
- 6. **Effective Date.** This Resolution shall become effective upon its adoption.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021

**HARMONY COMMUNITY DEVELOPMENT DISTRICT**

Attest:

\_\_\_\_\_  
 Teresa Kramer, Chairwoman  
 Harmony CDD Board of Supervisors

\_\_\_\_\_  
 District Manager



**Courtesy Parking Violation Warning**

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

**Time:** \_\_\_\_\_

**Vehicle Make:** \_\_\_\_\_

**Model:** \_\_\_\_\_

**Color:** \_\_\_\_\_

**License Plate #:** \_\_\_\_\_

Harmony Community Development District (the "District") is responsible for the continued maintenance of District Recreational Facilities and finds that the unauthorized parking of vehicles at the District Recreational Facilities inhibits residents from utilizing these facilities due to a lack of parking, impedes the effective operation of District maintenance of important infrastructure, and presents consistent, as well as potential safety hazards for the community at large.

**This Vehicle is UNAUTHORIZED and Will Be Removed at The Owners Expense After 24 Hours if it Continues to Be Parked at This Location.**

By the authority granted to the District under Fla. Stat. § 715.07 and under District Resolution 2018-04, the District reserves the right to remove any unauthorized vehicle parked on District property or District Facilities without the vehicle owner's permission. This is a courtesy warning and any repeat violations will result in the towing of this vehicle with all expenses associated with such towing and the storage of the vehicle incurred upon the vehicles owner.

Please call District Manager at (407) 566-1935 should you have any questions.

Towing Company Information:

**7C.**

**7Ci.**



**Audit 10/04/2021**

**Harmony CDD**

**Monday, October 4, 2021**

**Harmony CDD Servello**

**39 Observations Identified**



Observation 1  
Servello Servello  
Berms at East Five Oaks need weed control



Observation 2  
Servello Servello  
Berms at Feathergrass entrance



Observation 3  
Servello Servello  
East Five oaks round about needs new turf and plants  
Re occurring from July/August/September



Observation 4  
Servello Servello  
Tree rings on East Five oaks need edging.



Observation 5  
Servello Servello  
Tree trimming needed behind Swim Club



Observation 6  
Servello Servello  
Kiddie pool area needs attention



Observation 7  
Servello Servello  
Tree needs trimming at swim Club



Observation 8  
Servello Servello  
Clear entire area at Claybrick from stresses and dead plants



Observation 9  
Servello Servello  
Azaleas across from 3360 CatBrier need fertilizer and weed control.



Observation 10  
Servello Servello  
Gold mound across from 3360 CatBrier needs trimming



Observation 11  
Servello Servello  
Thin out and remove weeds at the Schilling bed across from 3360 CatBrier



Observation 12  
Servello Servello  
Fertilizer needs added gold mounds across from 3554 CatBrier.





Observation 13  
Servello Servello  
Vines through shilling



Observation 14  
Servello Servello  
Take out gold mound at dog park.



Observation 15  
Servello Servello  
Weed control needed under sabel palms at swing area



Observation 16  
Servello Servello  
Remove weeds and overgrowth at the Estates Park area bed



Observation 17  
Servello Servello  
Cut off limb at tree the Estates park



Observation 18  
Servello Servello  
Weeds in evergreen at Lakeshore Park



Observation 19  
Servello Servello  
Beds need edging at Lakeshore Park



Observation 20  
Servello Servello  
Fill in with juniper



Observation 21  
Servello Servello  
Remove red fountain grass and replace with new.



Observation 22  
Servello Servello  
Add fountain grass in between and on the corner



Observation 23  
Servello Servello  
Remove wax myrtle and replace with viburnum at splash pad pump area



Observation 24  
Servello Servello  
Remove wax myrtle and replace with viburnum



Observation 25  
Servello Servello  
Add muhly grasses



Observation 26  
Servello Servello  
Place turf several spots at Primrose Will triangle park



Observation 27  
Servello Servello  
Fill in with Jasmine at Primrose Willow triangle Park



Observation 28  
Servello Servello  
Take out Spanish Moss at magnolia at Pond Pine park



Observation 29  
Servello Servello  
Finalize spraying West entrance East side towards Sunoco



Observation 30  
Servello Servello  
Remove fallen pine tree west side of west entrance



Observation 31  
Servello Servello  
Finalize spraying west side of West entrance



Observation 32  
Servello Servello  
Trim viburnum along little blue Lane and 192  
Fenceline



Observation 33  
Servello Servello  
Trim off suckers of magnolias at Cordgrass Pl.,  
easement.



Observation 34  
Servello Servello  
Entrance Buck Ln turf is in dry and stressed shape



Observation 35  
Servello Servello  
Entrance Buck Ln turf is in dry and stressed shape

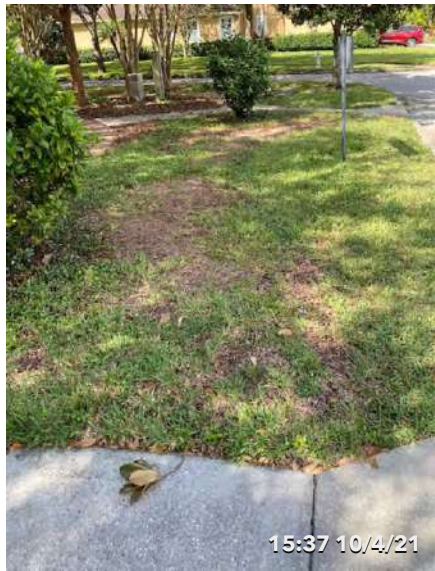


Observation 36  
Servello Servello  
Entrance Buck Ln turf is in dry and stressed shape





Observation 37  
Servello Servello  
Buck Ln park turf is in dry and stressed shape



Observation 38  
Servello Servello  
Buck Ln turf is in dry and stressed shape



Observation 39  
Servello Servello  
Entrance Buck Ln turf is in dry and stressed shape

Gerhard van der Snel  
Inframark

**7Cii.**

# COPY HARMONY CDD

## Gerhard van der Snel

| Date      | Resident           | Time            | M W F S |    | Total<br>Pass            | 20'<br>Pont | 16'<br>Pont | 16'<br>SunTrk | 18'<br>Bass | Tracker<br>Bass | Canoe | Kayak | Comments |
|-----------|--------------------|-----------------|---------|----|--------------------------|-------------|-------------|---------------|-------------|-----------------|-------|-------|----------|
|           |                    |                 | Th      | S  |                          |             |             |               |             |                 |       |       |          |
| 9/15/2021 | David Albert       | 7:30 - 10:30 AM |         |    | 2                        | X           |             |               |             |                 |       |       |          |
| 9/15/2021 | Edgardo Almaria    | 7:30 - 10:30 AM |         |    | 2                        |             |             | X             |             |                 |       |       |          |
| 9/18/2021 | Quentin Edmonson   | 7:30 - 10:30 AM |         |    | 7                        | X           |             |               |             |                 |       |       |          |
| 9/18/2021 | Daniel Peterson    | 7:30 - 10:30 AM |         |    | 5                        | X           |             |               |             |                 |       |       |          |
| 9/18/2021 | David Bronson      | 1:00 - 4:00 PM  |         |    | 3                        | X           |             |               |             |                 |       |       |          |
| 9/19/2021 | Quentin Edmonson   | 7:30 - 10:30 AM |         | X  | 7                        | X           |             |               |             |                 |       |       |          |
| 9/19/2021 | Donald Rice        | 7:30 - 10:30 AM |         | X  | 2                        |             | X           |               |             |                 |       |       |          |
| 9/19/2021 | Priscilla Posada   | 1:00 - 4:00 PM  |         | X  | 8                        | X           |             |               |             |                 |       |       |          |
| 9/20/2021 | Arielle Coffey     | 7:30 - 10:30 AM | X       |    | 2                        |             |             | X             |             |                 |       |       |          |
| 9/22/2021 | David Albert       | 7:30 - 10:30 AM |         |    | 3                        | X           |             |               |             |                 |       |       |          |
| 9/22/2021 | William Garard     | 8:00 - 11:00 AM |         |    | 2                        |             |             |               | X           |                 |       |       |          |
| 9/25/2021 | Daniel Peterson    | 7:30 - 10:30 AM |         |    | 6                        | X           |             |               |             |                 |       |       |          |
| 9/25/2021 | Samuel Gates       | 7:30 - 10:30 AM |         |    | 3                        |             |             | X             |             |                 |       |       |          |
| 9/26/2021 | Quentin Edmonson   | 7:30 - 10:30 AM |         | X  | 5                        |             |             | X             |             |                 |       |       |          |
| 9/26/2021 | Alexandra Morales  | 7:30 - 10:00 AM |         | X  | 3                        |             |             |               | X           |                 |       |       |          |
| 9/26/2021 | Donald Rice        | 7:30 - 10:30 AM |         | X  | 2                        |             | X           |               |             |                 |       |       |          |
| 9/26/2021 | Daniel Peterson    | 7:30 - 10:30 AM |         | X  | 6                        | X           |             |               |             |                 |       |       |          |
| 9/26/2021 | william turner     | 1:00 - 4:00 PM  |         | X  | 4                        |             |             | X             |             |                 |       |       |          |
| 9/26/2021 | David Bronson      | 1:00 - 4:00 PM  |         | X  | 3                        | X           |             |               |             |                 |       |       |          |
| 9/27/2021 | David Walker       | 1:00 - 4:00 PM  | X       |    | 6                        | X           |             |               |             |                 |       |       |          |
| 9/29/2021 | BLOCKED TIME       | 7:30 - 4:30 PM  |         |    | 0                        |             | X           |               |             |                 |       |       |          |
| 9/29/2021 | David Albert       | 7:30 - 10:30 AM |         |    | 4                        | X           |             |               |             |                 |       |       |          |
| 9/29/2021 | Davis Rivera       | 1:00 - 4:00 PM  |         |    | 3                        | X           |             |               |             |                 |       |       |          |
| 9/30/2021 | David Albert       | 7:30 - 10:30 AM |         |    | 4                        | X           |             |               |             |                 |       |       |          |
| 9/30/2021 | William Gest       | 1:00 - 4:00 PM  |         |    | 2                        |             |             | X             |             |                 |       |       |          |
| 10/2/2021 | Samuel Gates       | 7:30 - 10:30 AM |         |    | 3                        | X           |             |               |             |                 |       |       |          |
| 10/2/2021 | Ulrich Grude       | 1:00 - 4:00 PM  |         |    | 5                        | X           |             |               |             |                 |       |       |          |
| 10/3/2021 | Donald Rice        | 7:30 - 10:30 AM |         | X  | 2                        |             | X           |               |             |                 |       |       |          |
| 10/3/2021 | Daniel Heck        | 7:30 - 10:30 AM |         | X  | 4                        |             |             | X             |             |                 |       |       |          |
| 10/3/2021 | Alexandra Morales  | 7:30 - 10:30 AM |         | X  | 7                        | X           |             |               |             |                 |       |       |          |
| 10/3/2021 | Lynnette Segarra   | 1:00 - 4:00 PM  |         | X  | 5                        |             |             | X             |             |                 |       |       |          |
| 10/3/2021 | David Bronson      | 1:00 - 4:00 PM  |         | X  | 3                        | X           |             |               |             |                 |       |       |          |
| 10/4/2021 | Arielle Coffey     | 7:30 - 10:30 AM | X       |    | 2                        |             |             |               | X           |                 |       |       |          |
| 10/6/2021 | MARY KAY VANDECARR | 1:00 - 4:00 PM  |         |    | 6                        | X           |             |               |             |                 |       |       |          |
| 10/7/2021 | Giuseppe Toscano   | 1:00 - 4:00 PM  |         |    | 5                        | X           |             |               |             |                 |       |       |          |
|           |                    |                 | 7       | 27 | 254                      | 32          | 8           | 18            | 6           | 1               | 0     | 2     |          |
|           |                    |                 |         |    | <b>Total Passengers:</b> |             |             |               |             |                 |       |       |          |
|           |                    |                 |         |    | 254                      |             |             |               |             |                 |       |       |          |
|           |                    |                 |         |    | <b>Total Trips: 67</b>   |             |             |               |             |                 |       |       |          |

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    |       |       |          |
| 10/8/2021  | joseph frost       | 7:30 - 10:30 AM |         |    | 4                        | X    |      |        |      |         |       |       |          |
| 10/8/2021  | Cyrene Mills       | 1:00 - 4:00 PM  |         |    | 6                        |      |      | X      |      |         |       |       |          |
| 10/8/2021  | Giuseppe Toscano   | 1:00 - 4:00 PM  |         |    | 5                        | X    |      |        |      |         |       |       |          |
| 10/9/2021  | Quentin Edmonson   | 7:30 - 10:30 AM |         |    | 5                        | X    |      |        |      |         |       |       |          |
| 10/9/2021  | MARY KAY VANDECARR | 1:00 - 4:00 PM  |         |    | 7                        | X    |      |        |      |         |       |       |          |
| 10/9/2021  | Karen Grissom      | 1:00 - 4:00 PM  |         |    | 6                        |      |      | X      |      |         |       |       |          |
| 10/9/2021  | Steven Sepulveres  | 1:00 - 4:00 PM  |         |    | 4                        |      | X    |        |      |         |       |       |          |
| 10/10/2021 | Samuel Gates       | 7:30 - 10:30 AM |         | X  | 3                        | X    |      |        |      |         |       |       |          |
| 10/10/2021 | Donald Rice        | 7:30 - 10:30 AM |         | X  | 2                        |      | X    |        |      |         |       |       |          |
| 10/10/2021 | Amy Harris         | 8:30 - 11:30 AM |         | X  | 2                        |      |      |        |      | X       |       |       |          |
| 10/10/2021 | Samuel Gates       | 1:00 - 4:00 PM  |         | X  | 4                        | X    |      |        |      |         |       |       |          |
| 10/10/2021 | Priscilla Posada   | 1:00 - 4:00 PM  |         | X  | 6                        |      |      | X      |      |         |       |       |          |
| 10/10/2021 |                    | 1:00 - 4:00 PM  |         | X  | 8                        | X    |      |        |      |         |       |       |          |
| 10/11/2021 | joseph frost       | 7:30 - 10:30 AM | X       |    | 4                        | X    |      |        |      |         |       |       |          |
| 10/11/2021 | William Gest       | 1:00 - 4:00 PM  | X       |    | 2                        |      |      | X      |      |         |       |       |          |
| 10/13/2021 | William Gest       | 9:00 - 10:00 AM |         |    | 1                        |      |      |        | X    |         |       |       |          |
| 10/15/2021 | William Gest       | 9:00 - 10:00 AM |         |    | 1                        |      |      |        | X    |         |       |       |          |
| 10/15/2021 | John Webster       | 1:00 - 4:00 PM  |         |    | 4                        | X    |      |        |      |         |       |       |          |
| 10/16/2021 | Timothy Dwyer      | 7:30 - 10:30 AM |         |    | 5                        |      |      | X      |      |         |       |       |          |
| 10/16/2021 | Summer Weisberg    | 9:30 - 11:00 AM |         |    | 1                        |      |      |        |      |         |       | X     |          |
| 10/16/2021 | Summer Weisberg    | 9:30 - 11:00 AM |         |    | 1                        |      |      |        |      |         |       | X     |          |
| 10/16/2021 | David Bronson      | 1:00 - 4:00 PM  |         |    | 3                        | X    |      |        |      |         |       |       |          |
| 10/16/2021 | Deborah Fugere     | 1:00 - 4:00 PM  |         |    | 4                        |      |      | X      |      |         |       |       |          |
| 10/17/2021 | Madeline Visciano  | 7:30 - 10:30 AM |         | X  | 8                        | X    |      |        |      |         |       |       |          |
| 10/17/2021 | Donald Rice        | 7:30 - 10:30 AM |         | X  | 2                        |      |      | X      |      |         |       |       |          |
| 10/17/2021 | Donald Rice        | 7:30 - 10:30 AM |         | X  | 2                        |      | X    |        |      |         |       |       |          |
| 10/17/2021 | gustav erikson     | 8:30 - 11:30 AM |         | X  | 3                        |      |      |        | X    |         |       |       |          |
| 10/17/2021 | David Bronson      | 1:00 - 4:00 PM  |         | X  | 3                        | X    |      |        |      |         |       |       |          |
| 10/17/2021 | Barry Unterbrink   | 1:00 - 4:00 PM  |         | X  | 4                        |      | X    |        |      |         |       |       |          |
| 10/17/2021 | Deborah Fugere     | 1:00 - 4:00 PM  |         | X  | 4                        |      |      | X      |      |         |       |       |          |
| 10/18/2021 | Samuel Gates       | 7:30 - 10:30 AM | X       |    | 2                        |      |      | X      |      |         |       |       |          |
| 10/18/2021 | William Gest       | 1:00 - 4:00 PM  | X       |    | 2                        |      |      | X      |      |         |       |       |          |
|            |                    |                 | 7       | 27 | 254                      | 32   | 8    | 18     | 6    | 1       | 0     | 2     |          |
|            |                    |                 |         |    | <b>Total Passengers:</b> |      |      |        |      |         |       |       |          |
|            |                    |                 |         |    | 254                      |      |      |        |      |         |       |       |          |
|            |                    |                 |         |    | <b>Total Trips:</b>      |      | 67   |        |      |         |       |       |          |

**7Civ.**



261 Springview Commerce Drive  
 DeBary, FL 32713  
 Telephone 386-753-1100  
 Fax 386-753-1106

# Proposal

|            |            |
|------------|------------|
| Date       | Proposal # |
| 10/19/2021 | 6030       |

| Submitted To  |
|---|
| <b>Harmony CDD</b><br>Gerhard van der Snel<br>210 North University Drive Suite 702<br>Coral Springs, FL 33071 |

| Project  |
|--|
| Harmony CDD<br>7360 Five Oaks Dr.<br>Harmony, FL 34773 |

## Scope

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

### Bedding Plants

Install lirioppe grass around oak trees on Catbier; two options are given.

| Description                                      | Quantity | Unit | Price     |
|--|----------|------|-----------|
| Option 1: Trees in need due to dead or dying sod |          |      | 0.00      |
| Liriope Emerald Goddess                          | 2,584.00 | 1G   | 14,987.20 |
| Option 2: All trees on Catbrier                  |          |      | 0.00      |
| Liriope Emerald Goddess                          | 5,134.00 | 1G   | 29,777.20 |

|                                |           |
|--------------------------------|-----------|
| <b>Subtotal Bedding Plants</b> | 44,764.40 |
|--------------------------------|-----------|

|                      |             |
|----------------------|-------------|
| <b>Project Total</b> | \$44,764.40 |
|----------------------|-------------|

Harmony CDD

**Proposal # 6030**

**Project Total**

\$44,764.40

**Terms & Conditions**

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

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

|                             |                   |                 |       |
|-----------------------------|-------------------|-----------------|-------|
| By: <u>Pedro Betancourt</u> | <u>10/19/2021</u> | Accepted: _____ | _____ |
| Servello & Son, Inc.        | Date              | Harmony CDD     | Date  |

The above prices, specifications and conditions are accepted. Not valid after 30 days. Full payment is due upon completion.

**All jobs equal to or totaling a price of \$10,000.00 and above: A minimum 40% draw is required to schedule and start the job.**



**COPY**



# American Recycled Plastic

A Family Owned & Operated Business Since 1989

773 N. Union Grove Rd / Friendsville TN 37737

Ph: 865.738.3439



## Customer Quote

|                 |                                  |                 |                          |
|-----------------|----------------------------------|-----------------|--------------------------|
| <b>Client:</b>  | Harmony CDD                      | <b>Quote #:</b> | 1007-048                 |
| <b>Contact:</b> | Gerhard van der Snel             | <b>Phone:</b>   | 407-301-2235             |
| <b>From:</b>    | Amy                              | <b>Email:</b>   | gerhardharmony@gmail.com |
| <b>Item:</b>    | Recycled Plastic Patio Furniture | <b>Date:</b>    | 10/7/2021                |

## Products\*

| Item #  | Description & Size                    | Color | Qty | Ea Price | Extension          |
|---------|---------------------------------------|-------|-----|----------|--------------------|
| 1200    | Chaise Lounger, Flat with Arms        | White | 22  | \$969.00 | \$21,318.00        |
| 1801    | Chill Round Side Table                | White | 8   | \$295.00 | \$2,360.00         |
| 708     | Square Dining Table 42"               | White | 3   | \$999.00 | \$2,997.00         |
| 408     | Captains Dining Chair w/Arms          | White | 40  | \$434.00 | \$17,360.00        |
|         | Note: Chairs do not fold              |       |     |          |                    |
| other   | Factory surcharge on raw materials 9% |       |     |          | \$3,963.15         |
| DELFFEE | Truck freight to Harmony FL           |       |     |          | \$3,255.00         |
| DELFFEE | Less: Free Shipping Promo             |       |     |          | -\$3,255.00        |
|         | Order Subtotal Prior to Sales Tax     |       |     |          | \$47,998.15        |
|         | Sales Tax: Exempt                     |       |     |          | \$0.00             |
|         | <b>QUOTE TOTAL:</b>                   |       |     |          | <b>\$47,998.15</b> |

\*pricing is valid for 15 days & is based on one single order of item(s) quoted.

## Terms & Conditions

- Order Type:** This is made to order (special order). Current lead times are 24-28 weeks. Extended lead times will vary widely, because of severe materials and labor shortages.
- Freight/ Shipping:** Quote is for truck freight, forklift or manual unloading is required. Quote does not include any accessorial charges (liftgate, call before delivery, inside delivery, driver aid, item placement, etc).
- Delivery:** Items ship palletized, usually also cardboarded and/or shrink-wrapped. Customer is responsible for removal of packing materials. **Final assembly is required.**
- Payment Terms:** We accept Checks, MC/Visa, Amex and Discover for your convenience. We now offer a check prepayment discount for check payment of 2%, saving you \$942.22.

**Notes:**

## Accept Quote / Place Order

Signature required to accept the above terms & place order: \_\_\_\_\_

*Thank you for the opportunity to present this quote; we look forward to working with you!*

*Once an order is placed, you will receive an Order Confirmation within 24-48 hrs.*



POLYWOOD

# Shopping Cart

|           |                       |
|-----------|-----------------------|
| Subtotal  | \$33,217.00           |
| Shipping  | <b>FREE</b>           |
| Sales Tax | <i>Not calculated</i> |

|  |  |                 |    |                    |  |
|--|--|-----------------|----|--------------------|--|
|  | <b>CAPTAIN</b><br><u>Captain Chaise With Arms</u><br>SKU#: AC2678-1WH<br>White | <b>\$749.00</b> | 22 | <b>\$16,478.00</b> |  |
|  | <b>NAUTICAL</b><br><u>Nautical 31" Dining Table</u><br>SKU#: NCT31WH<br>White  | <b>\$369.00</b> | 3  | <b>\$1,107.00</b>  |  |
|  | <b>CAPTAIN</b><br><u>Captain Dining Chair</u><br>SKU#: CC4423-1WH<br>White     | <b>\$369.00</b> | 40 | <b>\$14,760.00</b> |  |
|  | <u>Round 18" Side Table</u><br>SKU#: RST18WH<br>White                          | <b>\$109.00</b> | 8  | <b>\$872.00</b>    |  |

COPY



**NOTE! We are seeing unprecedented demand for recycled plastic products with limited supply of raw materials. Deliveries are currently 18-20 weeks. This does not included Tree Grates!**

# Shopping Cart

| Item  | Price    | Qty | Subtotal             |
|---|----------|-----|----------------------|
|  <p><b><u>6 Foot EconoMizer Plastic Park Bench</u></b><br/>           Frame colors: 4 x Black<br/>           Slat Colors With Black Frame:<br/>           4 x Cedar</p> | \$355.00 | 4   | \$1,420.00           |
| <a href="#">Remove item</a>   |          |     | <a href="#">Edit</a> |

## Summary

Estimate Shipping and Tax ^

Enter your destination to get a shipping estimate.

Country

United State:

State/Province

# COPY

| Item | Price | Qty | Subtotal |
|------|-------|-----|----------|
|------|-------|-----|----------|

Bench Ships in Multiple Boxes



**6 Foot EconMizer Plastic Park Bench Box 2**

\$0.00

4

\$0.00

[Remove item](#)

Florida

Zip/Postal Code

34773

**FedEx**

Home Delivery

\$598.55

< [CONTINUE SHOPPING](#)

[UPDATE SHOPPING CART](#)

Subtotal \$1,420.00

Shipping \$598.55

(FedEx - Home Delivery)

Tax \$151.39

Order **\$2,169.94**

Total ~~Tax 151.39~~

\$2,018.55

**EIGHTH ORDER OF BUSINESS**

**8A**

**From:** [Montagna, Angel](#)  
**To:** [Gargaro-Fissell, Christine](#)  
**Subject:** FW: Harmony - Invoice reporting options  
**Date:** Monday, October 18, 2021 5:03:00 PM  
**Attachments:** [Harm Jul ck reg and invoices \(compressed\).pdf](#)

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Please place this email and attachment as back up to – Invoices under the DM report

As promised, here are our options for providing Harmony's invoice copies:

1. **Option #1** – existing funding report that is being done
2. **Option #2** – check register only and ability to view invoices in Avid
3. **Option #3** – check register and invoices in Agenda - **NOT ADA COMPLIANT**