

HARMONY COMMUNITY DEVELOPMENT DISTRICT

**November 18, 2021
AGENDA PACKAGE**

**Jones Homes
3285 Songbird Circle, St. Cloud FL 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, *Esq.* District Counsel
 David Hamstra, *PE* District Engineer
 Gerhard van der Snel, Field Manager

November 11, 2021

Board of Supervisors
 Harmony Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Harmony Community Development District will be held Thursday, October 28, 2021 at 6:00 p.m. at 3285 Songbird Circle, St. Cloud FL 34773 and via Zoom <https://zoom.us/j/4276669233> Meeting ID: 427 666 9233 Call-in: 929 205 6099. Following is the advance agenda for the meeting:

- 1. Roll Call**
- 2. Audience Comments (Limited to a Maximum of 3 Minutes)**
- 3. Contractors' Reports**
 - A. Servello**
- 4. Staff Reports**
 - A. District Engineer**
 - i. District Engineer Report
 - a. Billy's Trail Surveying Proposal (1)
 - B. District Counsel**
 - i. District Counsel Report
 - a. Proposed Amendment of Procurement Procedure to Allow for Limited Change Orders
 - C. Field Manager**
 - i. Field Manager's Report
 - a. Dog Park Access Card Reader (1)
 - b. Servello Proposals (2)
 - c. Fence Proposals (2)
 - d. Vandalism Report (0)
 - ii. Boat User Report
 - D. District Manager's Report**
 - a. Harmony Invoices
 - b. Reserve Study Workshop
- 5. Consent Agenda**
 - A. Approval of October 28, 2021 –Regular Monthly Meeting Minutes**
 - B. Financial Statements for October 2021**
 - C. Approval of #259 Invoices and Check Register (*Invoices Available Upon Request*)**

- 6. Old Business**
 - A. Repair of Garden Road Update
 - B. Tow Boat Repair Proposal (1)
 - C. Steve Berube

- 7. New Business**
 - A. Legal Fee Analysis

- 8. Supervisors' Requests**

- 9. Adjournment**

Fourth Order of Business

4A

4Ai

**COPY****PROJECT MEMORANDUM**

To: Harmony Community Development District Board of Supervisors

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

Date: November 11, 2021

Re: **Harmony Community Development District**

Subject: **District Engineer Report #5**

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

Garden Road

The week of November 15, 2021, Pegasus Engineering (David Hamstra) will prepare and submit a No Permit Required (NPR) request to the South Florida Water Management District. Upon approval of the NPR request, Pegasus Engineering (Greg Teague) shall finalize the Garden Road construction plans and resubmit to Florida Gas Transmission (FGT) (Amy Powell) in order to secure an executed Agreement.

The Estates

The week of October 25, 2021, Pegasus Engineering (David Hamstra and Donny Greenough) updated the Drainage Exhibit to note and depict the location of the required drainage maintenance improvements associated with the existing inlets and storm sewer pipes located outside the Oak Glen Trail and Southern Pine Road rights-of-way.

On Tuesday, November 9, 2021, Pegasus Engineering (David Hamstra) conducted an on-site meeting with Inframark (Brett Perez and Gerhard van der Snel) to discuss and evaluate the recommended drainage maintenance improvements. It was decided that Pegasus Engineering (David Hamstra) will contact Atlantic Pipe Services to request a quote for the required removal of sediments within several drainage inlets and storm pipes.

Cherry Hill Rear Yard Swale Repairs

On Thursday, October 28, 2021, the CDD Board of Supervisors approved the proposal from Johnston's Surveying to provide a topographic survey of the rear yard swales at 3168, 3170, and 3172 Dark Sky Drive. Upon receipt of the survey, Pegasus Engineering shall prepare a grading plan so Inframark can solicit quotes from general contractors to perform the re-grading of the current swale to ensure positive drainage.

Billy's Trail

On Tuesday, November 2, 2021, Pegasus Engineering (David Hamstra and Donny Greenough) finalized the proposed Billy's Trail Exhibit and submitted to Johnston's Surveying to request a proposal; submitted to Inframark (Brett Perez and Gerhard van der Snel) to inform them of the proposed maintenance and drainage related improvements; and submitted to Supervisor Leet to solicit approval of the recommended action items (refer to Attachment "A" for a copy of the survey proposal and exhibit).

On Tuesday, November 9, 2021, Pegasus Engineering (David Hamstra) conducted an on-site meeting with Supervisor Leet and Inframark (Brett Perez and Gerhard van der Snel) to confirm and discuss the recommended action items. Based on the on-site meeting, Pegasus Engineering (David Hamstra) and Inframark (Brett Perez) will begin to request fees and quotes for the agreed upon action items.

RV and Boat Storage Area

The week of November 15, 2021, Pegasus Engineering will submit a letter to Osceola County respectfully requesting authorization to install a perimeter fence for security reasons with the understanding that an official Development Plan will be submitted to the County to secure a formal approval for future improvements in the RV and Boat Storage area.

Reserve Study

On Friday, October 29, 2021, Florida Reserve Study and Appraisals (Steve Swartz) submitted a PDF copy of the Draft Reserve Study to all parties for review.

Harmony Cove Easement Agreement

On Thursday, October 28, 2021, the CDD Board of Supervisors approved the amended blanket drainage easement to exclude the proposed Harmony Cove Development and approve the new drainage easement document that encompasses the existing stormwater pond along U.S. Highway 192/441, immediately west of Harmony Square Drive and the existing storm sewer pipe that connects ponds P15-9 and P10-1.

As of Wednesday, November 4, 2021, the easement documents were officially recorded with Osceola County (refer to Attachment "B" for copies of the recorded easement documents).

Five Oaks Drive Crosswalk

Pegasus Engineering (David Hamstra) shall coordinate with Inframark (Brett Perez and Gerhard van der Snel) to "straighten out" the sidewalk along Milkweed Lane.

Sidewalk Maintenance Program

On Thursday, October 28, 2021, Pegasus Engineering submitted the final Master Sidewalk Inventory Exhibit, as well as the four (4) Sector Exhibits, to Inframark (Angel Montagna and Gerhard van der Snel) to support their proposed Sidewalk Maintenance Program.

Footbridge Repairs

On Tuesday, November 9, 2021, Pegasus Engineering (David Hamstra) and Inframark (Brett Perez) conducted a final inspection of the completed footbridge improvements. Overall, the footbridge and side slope repairs are acceptable and meet the intent of the requested scope of work and as outlined in the bid documents.

Dog Park

On Tuesday, November 9, 2021, Pegasus Engineering (David Hamstra) and Inframark (Brett Perez and Gerhard van der Snel) conducted a final inspection of the completed fence installation. A punch list was prepared by Brett Perez and David Hamstra to address minor items. After the final inspection, Inframark (Gerhard van der Snel) addressed two of the punch-list items. The outstanding issue involves coordination with the Toho Water Authority to provide a water service line to the Dog Park.

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.

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 "C" for an overview prepared by another District Counsel for your information and discussion at the upcoming CDD meeting.

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"

Johnston's Surveying
Proposal for Billy's Trail

COPY

**JOHNSTON'S
SURVEYING INC.**
900 Cross Prairie Pkwy • Kissimmee, FL 34744
Phone: (407) 847-2179
Fax: (407) 847-6140

EMAIL

To: **Mr. David W. Hamstra, P.E., CFM**

From: **Rick D. Brown**

Email: **david@pegasusengineering.net** Pages: **4**

Phone **407-992-9160** DATE: **November 3, 2021**

Re **PROPOSAL FOR SURVEYING – Survey support services for Staking &
Topographic Survey of a Portion of Tract B, Harmony, Phase 3, (Billy's Trail)**

Urgent For Review Please Comment Please Reply Please Recycle

● Comments:

Please find attached our proposal for surveying services for the above referenced project.

If you have any questions or comments, please let me know. You can reach me at:
Ofc: 407-847-2179 x-229 or Email: rick@jsurveying.com.

COPY
JOHNSTON'S
SURVEYING INC.
900 Cross Prairie Pkwy • Kissimmee, FL 34744
Phone: (407) 847-2179
Fax: (407) 847-6140

November 3, 2021

Harmony CDD
c/o David W. Hamstra, P.E., CFM
Pegasus Engineering, LLC
301 West State Road 434, Ste 309
Winter Springs, FL 32708

RE: PROPOSAL FOR SURVEYING SERVICES
Survey support services for Staking & Topographic Survey of a
Portion of Tract B, Harmony Phase 3 (Billy's Trail)

Dear Sir/Madam:

Pursuant to your request for surveying services on the above referenced site, the following is an outline of the scope of services.

TASK I: Field stake the Harmony CDD parcel limits and perform a partial topographic survey of Billy's Trail property per limits shown on the attached Exhibit provided by Pegasus Engineering. Gather spot elevations on sufficient grid interval on the upland portion of the property, using GPS and convention survey data collection. Elevations will be based on NAVD 1988 Vertical datum and Horizontal will be based on State Plane Coordinates Florida East Zone.

Final deliverable will be topographic surveys prepared in AutoCAD.

We propose a lump sum fee for Task I of: \$4,750.00

All work will be completed under the direct supervision of a professional surveyor and mapper licensed to practice in the State of Florida and work will be in accordance with the Standards of Practice set forth by the Florida Administrative Code 5J-17.051 for Surveyors & Mappers, pursuant to Section 472.027 Florida Statutes.

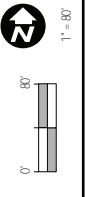
We appreciate the opportunity to present this proposal and look forward to working with you on this project. If you have any questions, please let me know.

Respectfully,



Richard D. Brown
President

COPY



BILLY'S TRAIL ENCLAVE AT LAKES OF HARMONY OSCEOLA COUNTY, FLORIDA

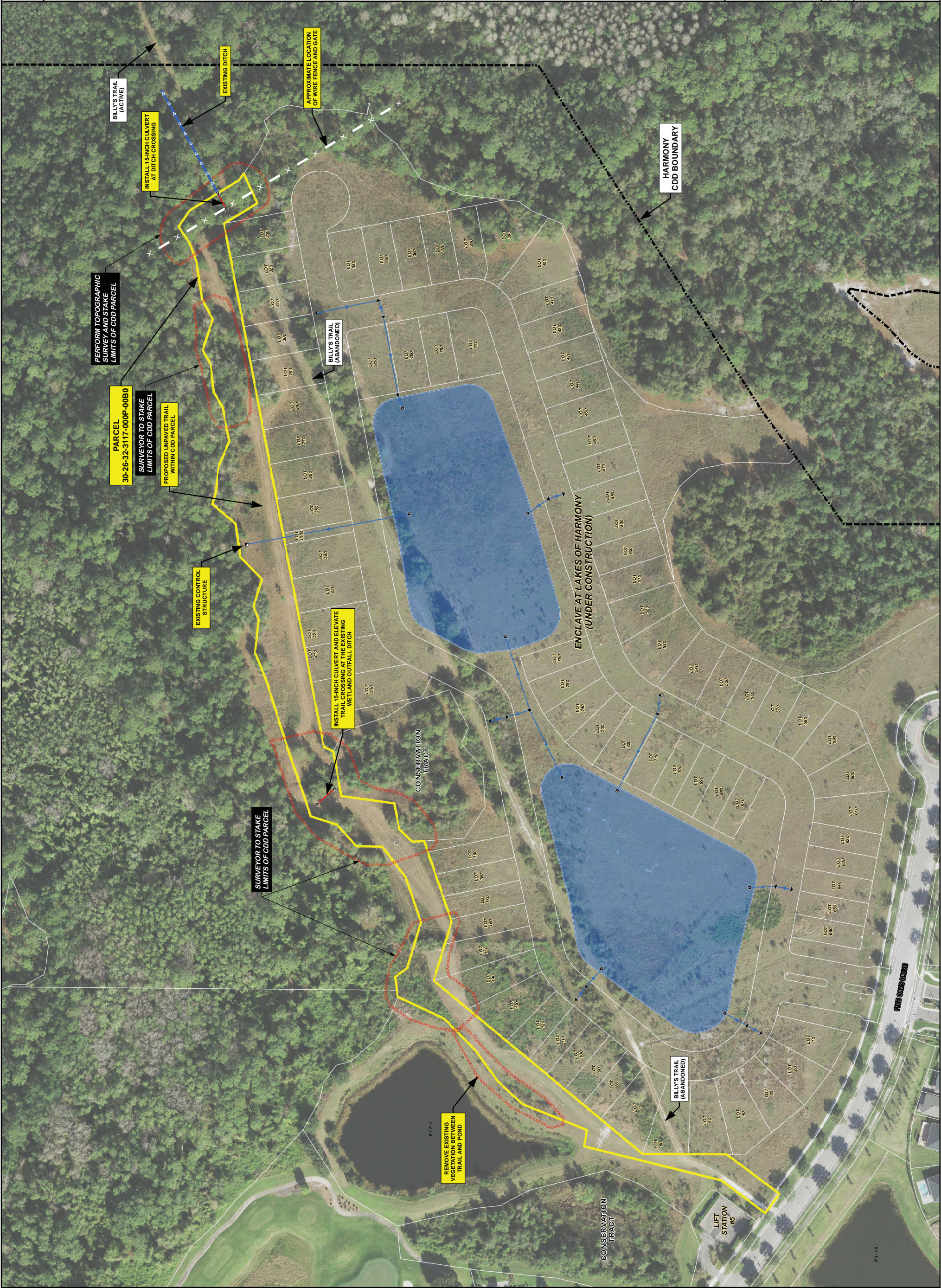


Pegasus
ENGINEERING
Pegasus Engineering, LLC
301 West SR 784, Suite 309
Winter Springs, Florida 32708
Office: 407.992.9190
Fax: 407.588.5155

State of Florida Board of Professional Engineers
Certificate/Accreditation No. 21710
JOB NO.: MSC-2065
DRAWN BY: DCG
APPROVED BY: DMH
DATE: 11/2/2021

EXHIBIT

1



Attachment "B"

Harmony Cove Recorded
Easement Documents



CFN 2021171032
Bk 6079 Pgs 534-539 (6 Pgs)
DATE: 11/03/2021 11:37:39 AM
KELVIN SOTO, ESQ., CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$52.50
DEED DOC \$0.70

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.

WITNESSETH

WHEREAS, Grantor and Grantee are parties to that certain Drainage Easement dated the 7th 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:

I. 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: [Signature]
Print Name: Krista Anne Calicchia
As its: KAC & Co.

VA
Signature of Witness

ptti

Signature of Witness
Print Name: [Signature]

STATE OF FLORIDA)
)SS
COUNTY OF Polk (-)

The foregoing instrument was acknowledged before me, this 00:1<Sr'e-L day of 2021 by physical presence or on-line notary, as '-\ A of Compass Trading Company, LLC, a Florida limited liability company /s&is personally known to me or has produced as valid identification.

[Signature]
Notary Signature
No, s-cA- ("'"'\,c,h-,<-
Notary Name Printed
NOTARY PUBLIC
My Commission Expires: 41 \\\J):^

(NOTARY SEAL)



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: *[Signature]*
Print Name: Wendy J. ...
As its: Chair

[Signature]
Sightre of fitness
Print Name: ...

Print Name: ...

STATE OF FLORIDA)
COUNTY OF [Eledo])SS

instrument was acknowledged before me, this d. 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 ... known to me or has produced ... as valid identification.

[Signature]
Notary Signature
Angel Montagna
Notary Name Printed
NOTARY PUBLIC
My Commission Expires: 6-16-2024

(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 BEARINGS 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

- !;y TRIM Notice
- i;g Property Record Card
- Tax Collector
- iz:t NEW - Bird's Eye View

- Info
- Address
- Building
- Parcel
- YB
- Values

Parcel **30-26-32-0000-0022-0000**
 Owner Name **COMPASS TRADING COMPANY LLC**
 Mailing Address **26 ISLAND ESTATES PKWY
 PALM COAST, FL 32137**
 Physical Address **HARMONY SQUARE DRE, HARMONY
 FL 34773**
 Property Type **VACANT**
 Tax District **300 - OSCEOLA COUNTY**
 Acres **439**
 Desc. **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**



609604 339, 1402663 614

Osceola C



CFN 2021171033
Bk 6079 Pgs 540-550 (11 Pgs)
DATE: 11/03/2021 11:37:39 AM
KELVIN SOTO, ESQ., CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$95.00
DEED DOC \$0.70

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 ay 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 7th 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. Grantor and Grantee acknowledge that this drainage easement granted herein is *in gross* and attaches to the Grantee and is non-exclusive to the Grantee. The parties acknowledge that should any other easements over the Grantor's property be granted, subsequent to the date of this Easement Agreement, the holder of any such subsequent easements shall be required to obtain approval from the Grantee for the use of the Easement Area.

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: [Signature]
Steve Fusilier, Manager

[Signature]
Signature of Witness
Print Name: [Signature]

(LL= < -
Signature of _____ e s
Print Name: Harmony Retail, LLC

STATE OF FLORIDA)
)SS
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me, this 10th day of October, 2021 by _____ physical presence or _____ on-line notary, by Steve Fusilier, as Manager of Harmony Retail, LLC, a Florida limited liability company. /she is not personally known to me or has produced _____ as valid identification.

[Signature]
Notary Signature
[Signature]
Notary Name Printed
NOTARY PUBLIC
My Commission Expires: 11/11/2021

(NOTARY SEAL)



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: *JL*
Print Name: i'ec 14 a.r.!:ler:
As its: -----

Julie A. Yevich
Signature of Witness
Print Name: Julie A. Yevich

Patrice
Signature of Witness
Print Name: Patrice

STATE OF FLORIDA)
COUNTY OF SG-e.ola)SS

(Q) foregoing instrument \neq acknowledged before me, this 7th day of
2021 by V physical presence or on-line notar^y, by
as of the Harmony Community
Development District, a special and single purpose local government under Chapter 190, Florida
Statutes. He/she is no personally known to me or has produced
as valid identification.

Angel Montagna

M&vtingna
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NOTARY PUBLIC / / "\
My Commission Expires: Le - rl.I - cJVd' T

(NOTARY SEAL)

ANGEL MONTAGNA
Commission# HH 011166
Expires June 16, 2024
Full Insurance 800-385-7018

EXHIBIT A

EASEMENT AREA

COPY

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

A portion of Ingress/Egress Utility Tract 8-1, Ingress/Egress Utility Tract 2, and Tract X, Birchwood Neighborhoods B & C, as Filed and Recorded in Plot Book 14, Pages 67 through 7J 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 05°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°16'11"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°05'30"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 S59°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 = 502°25'12"W, Chord = 47.04 feet); thence run S00°01'J5"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°1J'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°J2'26"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 8-1; thence run the following three (J) courses along said Westerly line: N17°06'58"E, a distance of 312.86 feet; thence run N14°11'20"E, a distance of 76.17 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, (NAO 83, 2007 ADJUSTMENT). THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, 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	JO & 31		
TYP.	26 s., RHD 32 E		
JOB NO.	21-086A	SHEET 1 OF 3	

JOHNSTON'S
SURVEYING INC

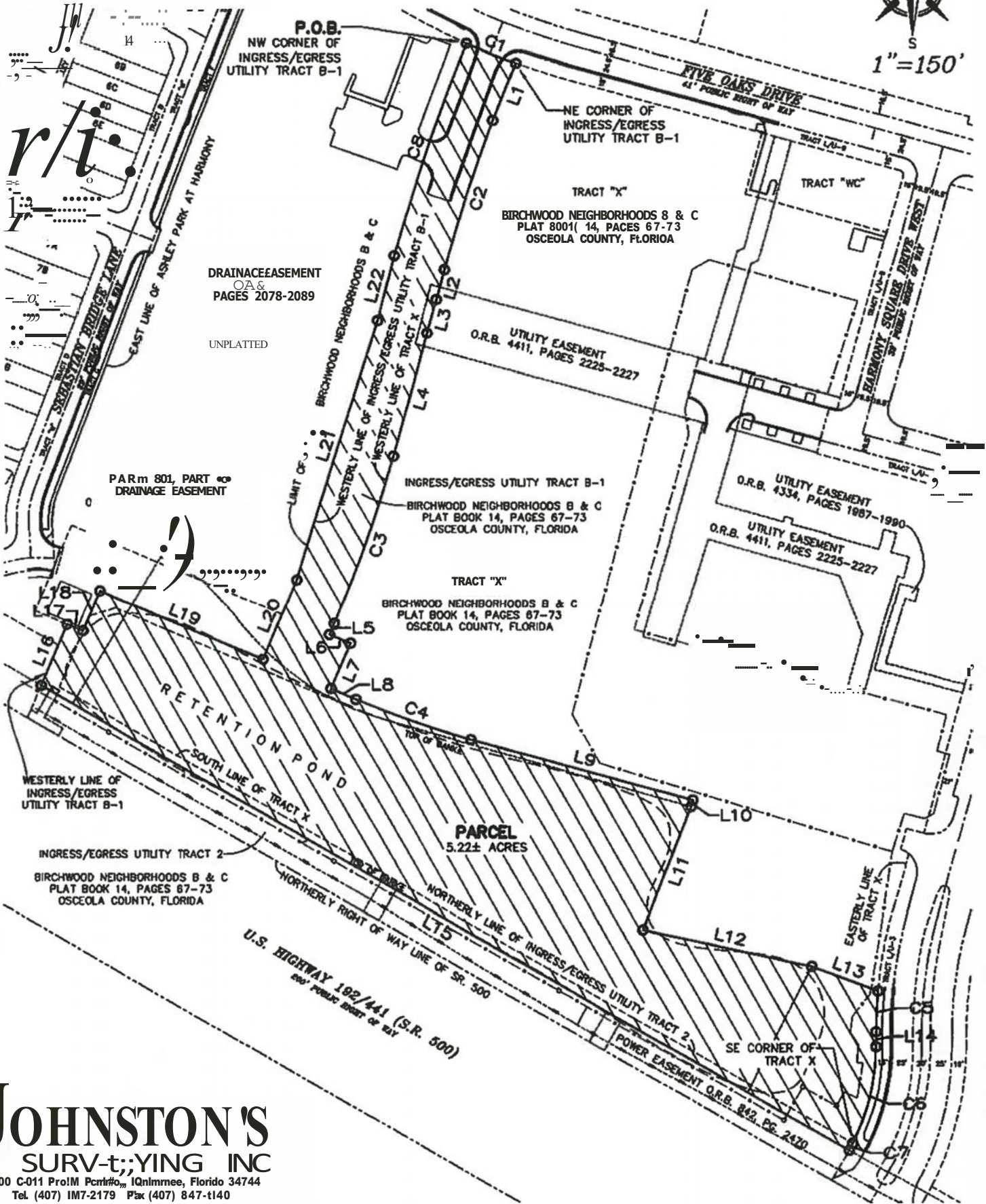
900 Cottonville Pkwy. IClinmnn. Florida 34744

/4/

RICHARD D. BROWN, P.S.M #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL

SKETCH OF DESCRIPTION



JOHNSTON'S
SURVEYING INC
 900 C-011 Pro/IM Pch#0, Iqnlmme, Florida 34744
 Tel. (407) 1M7-2179 Fax (407) 847-t140

COPY

SKETCH OF DESCRIPTION

LINE TABLE		
LINE#	DIRECTION	LENGTH
L1	S22°0'19"W	11.00'
L2	S15°17'36"W	55.50'
L3	S15°16'56"W	40.31'
L4	S15°18'17"W	147.12'
L5	S22°54'52"W	13.90'
L6	S87°05'37"E	26.20'
L7	S22°54'23"W	58.74'
L8	S87°05'08"E	30.93'
L9	S74°43'37"E	263.44'
L10	S15°20'00"W	7.90'
L11	S20°48'55"W	151.35'
L12	S77°52'22"E	198.27'
L13	S59°37'42"E	80.58'
L14	S00°01'00"E	17.28'
L15	N80°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	78.77'

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	531.40	1°30'20"	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°50'32"	115.20	S13°3'41"W	114.18
C7	249.00	2°05'58"	9.20	S27°32'26"W	9.20
C8	2302.13	6°26'24"	258.75	N18°42'24"E	258.62

Attachment "C"

House Bill No. 53

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)

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.

4B

4Bi

**Harmony Community Development District
November 2021 General Counsel Report**

- I. Potential meeting space at First Nature Ranch – Update.
- II. Change Order Policy – [DRAFT Attached]
- III. Letter revoking privileges to Harmony dog parks - [Attached]
- IV. Demand letter for reimbursement of arborist cost - [Attached]
- V. Spies Pool Contract for Repairs to Pools- DRAFT NEEDED
- VI. Towing Contract – [DRAFT Attached] – Waiting on map
- VII. Tree Trimming Policy - Tree Policy- Updated to Short More Concise Plain Language statement: “The District will maintain its trees in accordance with relevant standards and will contract with a certified arborist. This will include a comprehensive maintenance of the entire tree. Limbs may fall onto private property so the District will warn residents prior to the start of the maintenance program. The District shall not be liable to private property owners for any damage done to the private property. DRAFT NEEDED

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.

CHANGE ORDERS

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Change orders are discouraged and subject to the approval of the Board when the cumulative amount of proposed change order(s) will exceed \$5,000 or 10% of contract value, whichever is less. The District Manager may, in consultation with the Board Chair, approve change orders provided the cumulative amount of all change orders on a given contract do not exceed \$5,000 or 10% of contract value, whichever is less.

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DRAFT

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.

November 4, 2021

Via Certified Mail

Mr. Joel Braverman
3213 Southern Pines Road
Harmony Florida, 34773

RE: Revocation of Privileges to Harmony Dog Parks

Dear Mr. Braverman:

Our records reflect that on or around October 5, 2021, your dog attacked another resident's dog and serious injuries resulted from the incident. Our client must maintain access to its facilities in a way that protects those utilizing the facilities within the Harmony Community Development District ("Harmony"). Our client made the determination to restrict your privileges to the Harmony Dog Parks due to this incident which poses a continued threat to the utilization of District facilities by the community if left unaddressed.

Pursuant to Chapter 190 of the Florida Statutes and Florida Statutes §767.14, please be advised that you are hereby no longer permitted access to the community dog parks until further notice.

Harmony reserves the right to restrict users from parks and other facilities for violations of community guidelines pursuant to Sections 2.4 and 7.2.2 of Harmony Community District Rules.

Section 2.4 states that, "Facility access privileges may be suspended for misuse/abuse of any District Facility, not following these Rules, and/or other offenses."

Section 7.2.2 states that, "Violators may have their access to the District Dog Parks restricted, be charged with trespassing, or both."

Should you have any concerns regarding the decision of our client, please be advised that you have the right under the Harmony Rules of Procedure Section 6.1 to request a hearing.

Mr. Joel Braverman
November 4, 2021
Page 2

Proceedings may be held by the District in response to a written request submitted by you within fourteen (14) days after the date of this letter. The next District meeting is November 18, 2021.

Please do not hesitate to contact us with any questions, comments, concerns, etc.

Sincerely,


Timothy R. Qualls, Esquire
Young Qualls, P.A.
General Counsel to Harmony CDD

TRQ/srt
cc: District Manager

November 1, 2021

Via Certified Mail

Mr. Kevin Shirley
3366 Cat Brier Trail
Harmony, Florida 34773

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

Mr. Shirley:

Please be advised that my firm serves as General Counsel to Harmony Community Development District (the "District"). This letter concerns irreparable harm to a Live Oak tree located on my client's property. My client has informed me that a tree cutting service, hired by you or your agent, did unlawfully and at your direction, damage the Live Oak tree owned by the District. The tree is located on my client's property, between the sidewalk and Cat Brier Trail, specifically, on Parcel I.D.#30-26-32-2612-00LU-015H.

The District has had the tree evaluated by Matt Pippin, a certified arborist, with Bee & Bee Tree to determine the impact of the damage you caused to the Live Oak in question. Mr. Pippin observed two large incorrect pruning cuts, along with a horizontal cut across one of the pruning cuts. He indicated the horizontal cut is concerning due to it being located just below several branch unions which likely caused damage to part of the cambium layer of the tree. Additionally, Mr. Pippin observed adventitious sucker growth near the root collar which appeared to be sprouting root growth in a girdling pattern evidencing acute injury to the tree.

The arborist has opined that the likelihood of failure is possible due to the injury the tree sustained as a result of improper pruning and cambium damage. My client is a local government which manages public infrastructure and landscaping within the community. 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.

At this time, the District is demanding payment for the cost of the arborist's evaluation of the tree (invoice attached). Please contact the District Manager, Angel Montagna at (407) 566-1935 to make payment arrangements.

Mr. Kevin Shirley
November 1, 2021
Page 2

Please take notice that in the event the Live Oak in question fails due to the aforementioned damage directly caused by you or your agent, the District will seek full damages for the replacement cost of the tree. Please govern yourself accordingly.

As always, please do not hesitate to reach out to us with any questions, comments, concerns, etc.

Sincerely,



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

TRQ/srt
Enclosures
cc: Harmony CDD Board of Supervisors
Angela Montagna
Brett Perez

Tree Work Invoice



BEE AND BEE INC.
5425 HIBISCUS RD
ST.CLOUD, FL 34773
PH: (407)558-9545

Date: 10/14/21

Billed to: Harmony CDD
ATTN: Teresa Kramer
Harmony Square Dr.
St.Cloud, FL 34771

RE: 3366 Cat Brier Trail Tree risk assessment/report

Service description	QTY	Price
Level 2 Tree risk assessment		
Tree risk assessment report		
Total:		\$200.00

Payment & Invoicing:
Work will be invoiced in full upon completion.
Payment is due 10 days from date of invoice.*
Checks made payable to Bee And Bee Inc.
Checks may be picked up in person or mailed to:
BEE AND BEE INC.
5425 HIBISCUS RD
ST.CLOUD, FL 34773

A finance charge of 1.5% per month will be added to the unpaid balance after 30 days. In the event legal action is taken to collect on a past due account, the debtor agrees to pay all collection costs including interest, attorney's fees, and court costs.

We sincerely thank you for your business and look forward to the possibility of working with you in the future!

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

**AGREEMENT BETWEEN FLORIDA’S TOWING CARE
AND HARMONY COMMUNITY DEVELOPMENT DISTRICT
REGARDING TOWING SERVICES**

THIS AGREEMENT made and entered into this __ day of November, 2021, by and between Florida’s Towing Care, LLC., an independent contractor (“Contractor”), whose address is 3963 Pemberly Pines Cir Saint Cloud, FL 34769, and 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 Towing Services.

SECTION I: PURPOSE OF AGREEMENT

The purpose of this Agreement between Contractor, an independent contractor, and the district is for the Parties to enter into an agreement for the provision of Towing Services as set forth in Section IV below.

SECTION II: QUALIFICATIONS OF CONTRACTOR

The Contractor represents that it is qualified to fulfill the duties set forth below and has obtained all required licensure from state and local authorities.

SECTION III: AUTHORITY OF DISTRICT TO TOW UNAUTHORIZED VEHICLES.

The District was created under Chapter 190 and established via county ordinance.

The District has the express authority to contract with any person regularly engaged in the business of towing vehicles, without liability of cost of removal, transportation, or damaged cause by the removal so long as notice is provided per Fla. Stat. § 715.07. See Exhibit “A.” The District 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. See Exhibit “A.”

SECTION IV: CONSIDERATION

1. That which induced the parties to enter into this Agreement, in addition to the provisions of Section I-III, which provisions are dispositive, is the fee for the Contractor and the services to be received by the District to assist in maintaining District infrastructure both constituting good, valuable, adequate and sufficient consideration.

2. In consideration of this Agreement and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree to all of the provisions of this Agreement.

SECTION V: DUTIES

1. The duties, obligations, and responsibilities of the Contractor are as follows:
 - a. Remove any unauthorized vehicles (“Unauthorized Vehicles”), parked on the District Facilities (“Facilities”).
 - i. The Facilities that are to be included for the removal of Unauthorized Vehicles are set forth in Exhibit “B” attached.
 - b. Tow and store any Unauthorized vehicles from the Facilities in a locked, gated impound lot at the Discretion of the Contractor.
 - c. Comply with all provisions of §713.78 and §715.07 Fla. Stat.
 - d. Charge fees to vehicle owner consistent with applicable law.
 - e. All fees to be charged at vehicle owner’s expense shall be as follows:
 - i. A. Class A \$125.00 for towing (including first 24 hours) plus \$10.00 police tow notification fee \$35.00 per day thereafter; \$50.00 admin fee after 48 hours.

- ii. B. Class B \$250 for towing (including first 24 hours plus \$10.00 police tow notification fee \$35.00 per day; thereafter, \$50.00 admin fee after 48 hours.
 - iii. C. Class C \$375 for towing (including first 24 hours plus \$10.00 police notification fee \$60.00 per day; thereafter, \$50.00 admin fee after 48 hours.
 - iv. D. Class D or Boat Trailer 12ft or more \$500.00 for towing (including first 24 hours plus \$10.00 police notification fee \$60.00 per day; thereafter, \$50.00 admin fee after 48 hours.
 - v. The dropping fee would be \$120 for all classes without exception.
2. The duties, obligations, and responsibilities of the District are as follows:
 - a. The District shall post signs at each entrance to the property that state the following: "TOW AWAY ZONE" with details in accordance with §715.07 Fla. Stat.

SECTION VI: COMPENSATION

1. The Parties agree that all fees to be paid by the vehicle's owner or operator for the Unauthorized Parking shall be in accordance with the requirements of those ordinances and statutes set forth in Section V.
2. Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or its designee upon board approval.

SECTION VII: CONTRACTUAL RELATIONSHIP

1. Nothing herein shall be construed as creating the relationship of employer or employee between the District/District Manager and the Contractor or between the District/District Manager and the Contractor's employees.
2. Neither the District nor the District Manager shall be subject to any obligations or liabilities of the Contractor or its employees, incurred in the performance of the Agreement.
3. The Contractor is an independent contractor, and nothing contained herein shall constitute or designate the Contractor or any of their employees as employees of the District or the District Manager.

4. Nothing herein shall be construed as to creating an agency relationship between the District and Contractor or the District Manager and Contractor.

SECTION VIII: TERM

This Agreement shall commence upon execution by both Parties hereto and shall be in effect for a term of one year and may be reviewed and renewed yearly unless terminated by either party with sixty (60) days notice.

SECTION IX: INSURANCE

The Contractor shall maintain throughout the term of this Agreement the following insurance:

- i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- ii. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability with the District named as an additional insured, and covering at least the following hazards:
 - a. Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation; and
 - b. The District shall be named as additional insured.

SECTION X: INDEMNIFICATION

1. The Contractor agrees to indemnify and hold harmless the District and its Manager, officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto.

2. Contractor agrees that 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.

SECTION XI: AUTHORIZATION

The execution of this Agreement has been authorized duly by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION XII: ASSIGNMENT OF CONTRACT

1. No right or interest in this Agreement, or further formal contract, shall be assigned or delegated by the Contractor without the written permission of the District.

2. If the District approves the use of any subcontractor, the subcontractor must include a Certificate of Insurance naming the Harmony Community Development District as an insured.

3. Any attempted assignment or delegation by Contractor shall be, void and ineffective, for all purposes, unless made in the conformity with this section.

SECTION XIII: WAIVER

No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

SECTION XIV: TERMINATION

The performance of services may be terminated in whole or in part by either Party in accordance with this provision and may be revised by the Board.

SECTION XV: MODIFICATIONS AND RECORDINGS

This Agreement can be modified or rescinded only by a writing signed by both Parties to the Agreement or their duly authorized agents.

SECTION XVI: E-VERIFY

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the agreement for the services specified in this Agreement. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the agreement term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) and an affidavit that Contractor and its subcontractors do not employ unauthorized aliens to the District Manager within five (5) business days of execution of this Agreement.

SECTION XVII: ADVERTISING

1. The Contractor, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the District or the name of "Harmony" (either alone or in conjunction with or as part of any other word, mark or name) in any advertising, publicity or promotion.
2. This advertising restriction shall include, but is not limited to, the express or implied endorsement by the District of the Contractor's services.
3. This advertising prohibition shall extend to any use of "Harmony," or the District, in any other manner whatsoever, whether specifically mentioned above or not.

SECTION XVIII: WAIVER

Any failure by the District and the District Manager to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and the District reserves the right and privilege to subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

SECTION XIX: ENFORCEMENT OF AGREEMENT

In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION XX: COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION XXI: MISCELLANEOUS PROVISIONS

1. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and may not be assigned, amended, modified or rescinded, unless otherwise provided in this Agreement, except in writing and signed by the parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision is found to be invalid or alter substantially the benefits of the Agreement for either of the parties.

2. The rights and remedies of the District provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

3. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

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

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

Young Qualls, P.A.
ATTN: Timothy R. Qualls
216 South Monroe Street
Tallahassee, Florida 32301

Florida's Towing Care, LLC
ATTN: Fabio Ramirez
3963 Pemberly Pines Cir
Saint Cloud, FL 34769

THIS SPACE IS INTENTIONALLY LEFT BLANK. SEE FOLLOWING PAGE FOR EXECUTION BY THE PARTIES.

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.

FLORIDA'S TOWING CARE, LLC.

**HARMONY COMMUNITY
DEVELOPMENT DISTRICT**

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

DRAFT

EXHIBIT A**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:

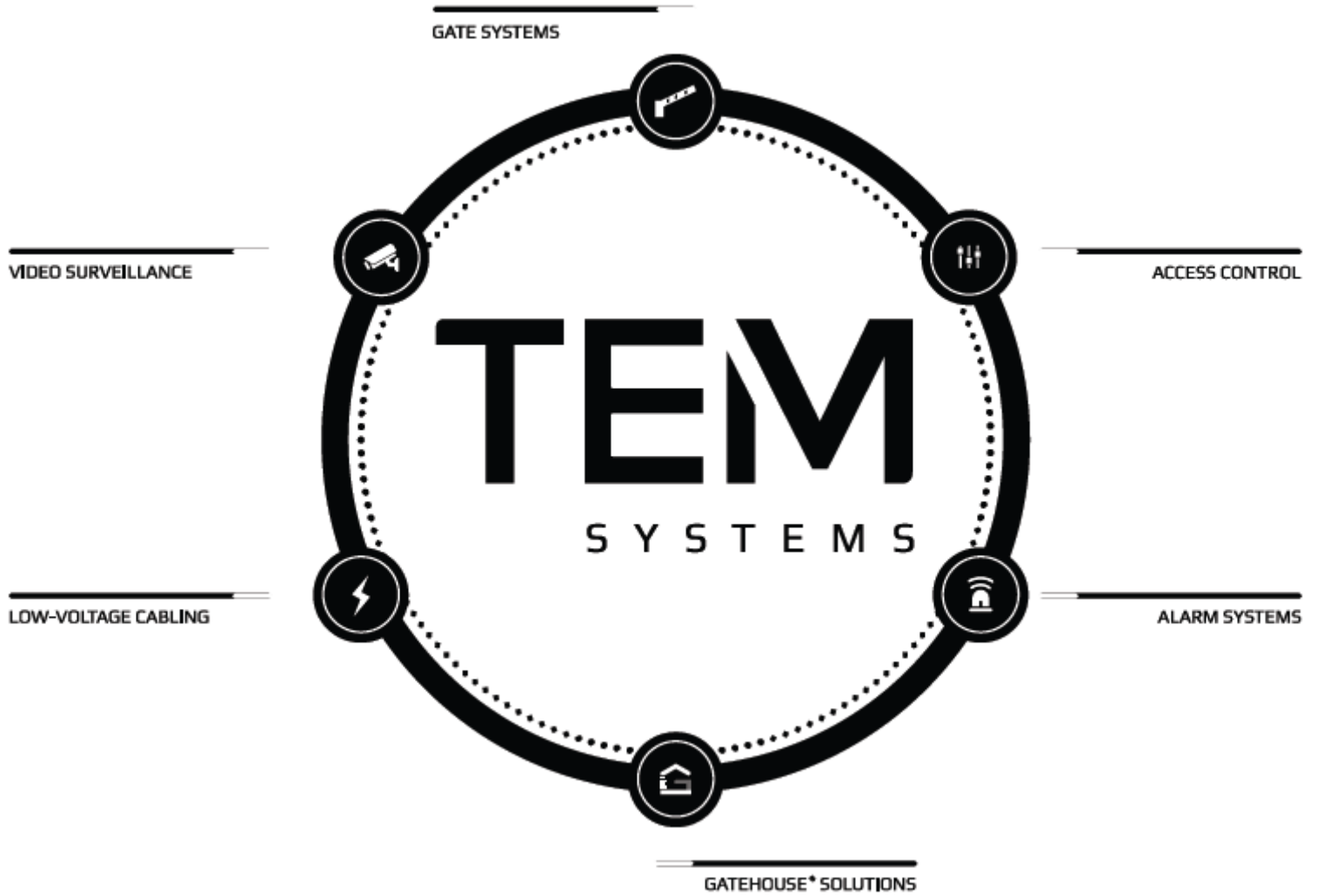
 Teresa Kramer, Chairwoman
 Harmony CDD Board of Supervisors

 District Manager

4C.

4Ci

4Cia



Adding Dog Park Gate to Access Control

PREPARED FOR:

Harmony CDD
Gerhard van der Snel
3348 Primrose Willow Drive
Harmony FL 34773
Proposal #EST3531

PREPARED BY:

Robert Bayron

TEM Systems - Orlando
1980 Dolgner Place
Suite 1024
Sanford FL 32771

Florida License # EG-13000211
Family Owned & Operated Since 1957

TEM: _____ Date: _____ Client: _____ Date: _____

No unauthorized use. Do not reproduce, distribute, or disclose.

COMPANY OVERVIEW

TEM Systems, Inc. has been providing *360 Degrees of Security Integration* throughout Florida since 1957. We are a family owned company that operates like a high-performance team. In 2021 we are celebrating our **65th Year**, the only "Gate" company in Florida with that record.

TEM Systems supports a diversified market including private residents, residential communities, homeowner associations, property management companies, private companies, large corporations, hospitals, hotels, schools, universities and airports, as well as various governmental institutions.

Our installation base consists of simple stand-alone applications to complete network solutions. Our Systems Consultants will help you design and implement the solution that will best meet not only your needs, but your budget!

TEM Systems has four sales/service offices strategically located in Ft. Lauderdale, Orlando, Tampa, and Naples, with a fleet of 20+ vehicles covering thirty-one counties throughout the Sunshine State. By utilizing the latest GPS technology to track and route our fleet, we efficiently respond to our client's needs. We also have, affiliate offices in Western North Carolina and Coastal South Carolina. TEM Systems is ready NOW to provide you with the best possible solution to your needs and our support team is **qualified, trained, licensed and insured!**

PURPOSE STATEMENT

This Customer is looking to add Access Control to their Pedestrian Gates.

SCOPE OF WORK

TEM System shall perform the following:

By the Electric Panel

- 1 each NEMA Enclosure shall be supplied and installed on to a 4' Pedestal with necessary cable to plug in a Laptop for Data updates.
- 1 each DoorKing Multi-Door Access Controller shall be supplied and installed into the NEMA Enclosure listed above.
- 1 each Altronix Power Supply shall be supplied and installed into the NEMA Enclosure listed above.

East Pedestrian Gate

- 1 each Card Reader shall be supplied and installed onto a Single Gang Weather Box.
- 1 each Gate Magnetic Lock shall be supplied and installed.
- 1 each Pedestal with a Push to Exit Button shall be supplied and installed. We shall Trench no more than 5 Feet.
- 1 each Knox Box shall be supplied and installed for Emergency Responders next to the Card Reader.

West Pedestrian Gate

- 1 each Card Reader shall be supplied and installed onto a Single Gang Weather Box.
- 1 each Gate Magnetic Lock shall be supplied and installed.
- 1 each Pedestal with a Push to Exit Button shall be supplied and installed. We shall Trench no more than 5

TEM: _____ Date: _____ Client: _____ Date: _____

No unauthorized use. Do not reproduce, distribute, or disclose.

Feet.

- 1 each Knox Box shall be supplied and installed for Emergency Responders next to the Card Reader.

Access Control Cabling is included.

The Customer is responsible for the AC Power at the NEMA Enclosure and a Low Voltage Conduit and Trenching from the Electric Panel to the Pedestrian Gates.

TEM: _____ Date: _____ Client: _____ Date: _____

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COMPONENT BREAKDOWN

Qty	Item Number	DESCRIPTION
1	1838-081	DoorKing Multi-Door Access Controller (3 Relays/3000 Users/8,000 Cards)
2	E-942FC-600SQ	Seco-Larm Gate MagLock, 600-lb Holding Force, Face Mount, and Weldable/Boltable
2	E-942F-600/Z	Seco-Larm "Z" Bracket for mounting E-942FC-600 and E-946FC-600
2	SD-9263-KSVQ	Seco-Larm "No-Touch" REX Sensor, Single-Gang, English, Manual Override
1	AL400ULACMCB	Altronix Access Power Controller Enclosure (Power Supply, 8 PTC Class 2 Relay Outputs, 12/24VDC @ 4A, FAI, 115VAC)
3	PEDC-LPPDB	License Plate Camera Pedestal - 4' High (Square, Direct Burial)
2	P403HA	Farpointe Guardian Vandal Resistant Proximity Reader (reads Farpointe, HID & AWID)
500	4ELEM-DB-BLK	Access Control 4-Element Composite Cable - Direct Burial (Black Jacket)
2	3502	Knox Single Key Switch on Mounting Plate
1	NB201611-10F-1	L-COM Vented Weatherproof NEMA Enclosure (20"x16"x11") w/ 85° Turn-on Cooling Fans & 120VAC Outlets
1	1818-040	DoorKing Connecting Cable RS-232 For Hook-Up PC System (72" Long)
1	MISC-PARTS	1815-037 USB to RS232 Adapter
8	PERMIT-DRA	Permit Set of Drawings
10	LABOR-TRENCH	Field Technician Labor for Trenching (per foot)
3	INSTALL-MATERIALS	Installation Consumable Materials
40	LABOR-INSTALL	Field Technician Labor for Installation
8	LABOR-PROMGMT	Project Manager Labor for Installation

PRICING

Scope of Work Subtotal	\$12,207.84
Tax Total (6.6%)	\$0.00
Shipping & Handling	\$303.00
Scope of Work Total	\$12,510.84

See details of payment(s) in Terms & Conditions.

TEM: _____ Date: _____ Client: _____ Date: _____

No unauthorized use. Do not reproduce, distribute, or disclose.

I, as the authorized purchaser, have read this proposal and understand what is being purchased. I agree that there are no verbal commitments, promises, etc., for additional products and/or services, and the only products and/or services being provided are listed on this proposal. I am aware that during the sales process, many products and/or services are discussed and only those listed in this proposal, are being purchased. I am also aware of the payment terms listed herein this proposal.

ACCEPT
(Please Initial)

TERMS & CONDITIONS

Agreed To And Accepted By:

Client:

Title:

Date:

Signature: _____

Agreed To And Accepted By:

TEM Systems:

Title:

Date:

Signature: _____

TEM Management Acceptance: _____ Date: _____

TEM: _____ Date: _____ Client: _____ Date: _____

No unauthorized use. Do not reproduce, distribute, or disclose.

4Cib



261 Springview Commerce Drive
 DeBary, FL 32713
 Telephone 386-753-1100
 Fax 386-753-1106

Proposal

Date	Proposal #
08/26/2021	5873

Submitted To
Harmony CDD Gerhard van der Snel 210 North University Drive Suite 702 Coral Springs, FL 33071

Project
Harmony CDD 7360 Five Oaks Dr. Harmony, FL 34773

Scope

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

Bedding Plants

Location: Fiveoaks East roundabout: Remove dead/declining muhly grasses and install new plant material.
 Location: South West corner of Town Square: Remove 10 Arboicola Trinettes that are in decline and install new.
 Location: Fiveoaks across from Townhomes: In planting bed remove 25 Jack Frost Ligustrum and install new.

Description	Quantity	Unit	Price
Location: Fiveoaks East roundabout			0.00
Holly Dwarf Youpon "Ilex Schilling"	5.00	3G	80.00
Cord Grass	150.00	3G	2,400.00
Location: South West corner of Town Square			0.00
Trinette-Scheff. Arboicola	20.00	3G	320.00
Location: Fiveoaks across from Townhomes			0.00
Ligustrum- "Jack Frost"	25.00	3G	400.00
Irrigation NTE	1.00	ea	500.00
Subtotal Bedding Plants			3,700.00
Project Total			\$3,700.00

Harmony CDD

Proposal # 5873

Project Total

\$3,700.00

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>8/26/2021</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.



261 Springview Commerce Drive
 DeBary, FL 32713
 Telephone 386-753-1100
 Fax 386-753-1106

Proposal

Date	Proposal #
08/24/2021	5870

Submitted To
Harmony CDD Gerhard van der Snel 210 North University Drive Suite 702 Coral Springs, FL 33071

Project
Harmony CDD 7360 Five Oaks Dr. Harmony, FL 34773

Scope

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

Bedding Plants

Location: Pocket Park at Buck Lane
 Removal of existing Jasmine bed and install new plant material.

Description	Quantity	Unit	Price
Philodendron Xanadu	56.00	3G	1,092.00
Ginger-Variegated	8.00	3G	156.00
St Augustine Floratam sq ft Strip & Lay	400.00	1sF	620.00
Viburnum "Suspensum"	27.00	3G	432.00
Bahia Strip & Lay	3,600.00	1sF	3,060.00
Irrigation NTE	1.00	ea	1,600.00

Subtotal Bedding Plants	6,960.00
--------------------------------	-----------------

Project Total	\$6,960.00
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Harmony CDD

Proposal # 5870

Project Total

\$6,960.00

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>8/24/2021</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.

4Cic

STRAIGHTLINE FENCE

321-624-8576

www.BestPriceFence.com

PROPOSAL : Harmony COD

Project Title: Harmony Front Fence

**Project description: Furnish and install
Approximately 3,300 linear ft of 4 rail white Vinyl
Fence.**

Remove existing Vinyl Fence and dispose.

Description	Quantity	Unit Price	Cost
4 Rail Vinyl Fence	3300	\$15.00	\$49,500.00
Remove existing fence	3300	\$1.00	\$3,300.00
		Subtotal	\$52,800.00
	Tax	0.00%	\$0.00
		Total	\$52,800.00

Thank you for your business, we look forward to working with you on this project.

CHAPCO FENCE, LLC

**4417 13TH STREET #513
PHONE: 407-892-6447**

**ST. CLOUD, FL 34769
FAX: 407-892-976**

NOVEMBER 9, 2021

**HARMONY COMMUNITY COD
7300 FIVE OAKS DRIVE
ATTN:GERHARD VAN DER SNEL**

PROJECT: 4 RAIL WHITE VINYL ACROSS ENTRANCE

**-SUPPLY AND INSTALL APPROX 3,325 LF OF 4 RAIL WHITE VINYL
BETWEEN COLUMNS.**

- INCLUDES REMOVAL AND DISPOSAL OF EXISTING FENCE.

-ALL POST CONCRETED

TOTAL= \$57,975.00

THANKYOU,

**JASON JUNNILA
CHAPCO FENCE, LLC**

4Cii.

COPY HARMONY COD

Gerhard van der Snel

Date	Resident	Time	MW Th	FS S	Total Pass	20' Pont	16' Pont	16' SunTrk	18' Bass	Tracker Bass	Canoe	Kayak	Comments
10/22/2021	Scott Marlega	1:00 - 4:00 PM			8	X							
10/23/2021	Quentin Edmonson	7:30 - 10:30 AM			5			X					
10/23/2021	Lynnette Segarra	7:30 - 10:30 AM			4	X							
10/23/2021	Scott Marlega	1:00 - 4:00 PM			8	X							
10/24/2021	Donald Rice	7:30- 10:30 AM		X	2		X						
10/24/2021	Fernanda Nunes	1:00 - 4:00 PM		X	8	X							
10/24/2021	william turner	1:00 - 4:00 PM		X	2			X					
10/25/2021	William Gest	1:00 - 3:00 PM	X		1							X	
10/25/2021	William Gest	1:00 - 3:00 PM	X		1							X	
10/25/2021	Daniel Peterson	1:00 - 4:00 PM	X		3	X							
10/25/2021	William Gest	1:00 - 3:00 PM	X		1							X	
10/25/2021	William Gest	1:00 - 3:00 PM	X		1							X	
10/27/2021	BLOCKED TIME	7:30 - 4:30 PM			0			X					
10/28/2021	BLOCKED TIME	7:30 - 4:30 PM			0			X					
10/29/2021	BLOCKED TIME	7:30 - 4:30 PM			0			X					
10/29/2021	Daniel Peterson	1:00 - 4:00 PM			3	X							
10/30/2021	Quentin Edmonson	7:30 - 10:30 AM			7	X							
10/30/2021	BLOCKED TIME	7:30 - 4:30 PM			0			X					
10/30/2021	David Bronson	1:00 - 4:00 PM			3	X							
10/30/2021	Sharon Stakich	1:00 - 4:00 PM			4			X					Cancelled due to usage as Towboat
10/31/2021	BLOCKED TIME	7:30 - 4:30 PM		X	0			X					
10/31/2021	Donald Rice	7:30 - 10:30 AM		X	0		X						
10/31/2021	Samuel Gates	7:30 - 10:30 AM		X	4	X							
10/31/2021	Jacob Bensinger	1:00 - 4:00 PM		X	8	X							
11/1/2021	BLOCKED TIME	7:30 - 4:30 PM	X		0			X					
11/1/2021	William Gest	1:00 - 3:00 PM	X		1							X	
11/1/2021	William Gest	1:00 - 4:00 PM	X		4	X							
11/1/2021	William Gest	1:00 - 3:00 PM	X		1							X	
11/1/2021	William Gest	1:00 - 3:00 PM	X		1							X	
11/1/2021	William Gest	1:00 - 3:00 PM	X		1							X	
11/3/2021	William Gest	1:00- 4:00 PM			4	X							
11/3/2021	Marcia Richards	1:00 - 4:00 PM			2		X						
11/4/2021	William Gest	1:00 - 3:00 PM			1							X	
11/4/2021	William Gest	1:00 - 3:00 PM			1							X	

			17	10	1471	19	6	11	1	0	1	16	
					Total Passengers:								
					147								
					Total Trips: 54								

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						
11/5/2021	Edgardo Almaria	7:30 - 10:30 AM					4	X								
11/6/2021	Gina Concepcion	7:30 - 10:30 AM					2			X						
11/6/2021	Lisa Altmeyer	7:30 - 10:30 AM					5	X								
11/6/2021	Edgardo Almaria	1:00 - 4:00 PM					7	X								
11/6/2021	RAUL / LENA VELEZ / LAMAR	1:00 - 4:00 PM					4		X							
11/7/2021	Donald Rice	7:30 - 10:30 AM				X	2		X							
11/7/2021	Gina Concepcion	7:30 - 10:30 AM				X	4	X								
11/7/2021	william turner	1:00 - 4:00 PM				X	4	X								
11/8/2021	Samuel Gates	7:30- 10:30 AM	X				2			X						
11/8/2021	Rebecca Miller	10:00 - 2:00 PM	X				1							X		
11/8/2021	Rebecca Miller	10:00 - 2:00 PM	X				1							X		
11/8/2021	Rebecca Miller	10:00 - 2:00 PM	X				1							X		
11/8/2021	Rebecca Miller	10:00 - 2:00 PM	X				1							X		
11/8/2021	Marcia Richards	1:00 - 4:00 PM	X				5	X								
11/10/2021	Jonathan Platt	7:30 - 10:30 AM					2				X					
11/10/2021	JAIME LOPEZ	1:00 - 4:00 PM					1							X		
11/10/2021	Marcia Richards	1:00 - 4:00 PM					5	X								
11/10/2021	JAIME LOPEZ	1:00 - 4:00 PM					1							X		
11/10/2021	JAIME LOPEZ	1:00 - 4:00 PM					4		X							
11/10/2021	JAIME LOPEZ	1:00 - 4:00 PM					2						X			
			17	10			147	19	6	11	1	0	1	16		
							Total Passengers:									
							147									
							Total Trips: 54									

Fifth Order of Business

5A

{ Minutes }

Markup Review Version

Delivered Under [Separate Cover](#)

5B

TO: Board of Supervisors, Harmony CDD
FROM: Samantha Smith, Accountant
CC: Angel Montagna, District Manager
DATE: November 9, 2021
SUBJECT: October 2021 Financials

Please find the attached October 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 October is approximately .2% of the annual budget.
 - Non Ad Valorem Assessment collections will begin in November.
 - Rental Income - Includes boating rentals (\$500).
 - Sale of Surplus Equipment - Includes sale of old cell phones (\$2,171).

- Total Expenditures through October are at 8% of the annual budget.
 - ▶ Administrative
 - Insurance - Egis Insurance Advisors provides auto, general liability, inland marine and property insurance.
 - ▶ Field
 - ProfServ-Field Management - Contract with Inframark.
 - ▶ Landscaping Services
 - Contracts-Irrigation - Contract with Servello Services.
 - Contracts-Landscape - Contract with Servello Services.
 - ▶ Utilities
 - Electricity-General - Services provided by OUC.
 - Electricity-Streetlighting - Services provided by OUC.
 - ▶ Operation & Maintenance
 - R&M-Pools - Includes control leases for Ashley Park and splash pad, permits, chemicals.
 - R&M-Parks & Facilities - Various supplies and repairs, including bench pads at dog park.
 - R&M-Trees and Trimming - Includes Oct 2021 tree trimming project.
 - Misc.-Security Enhancements - Includes internet service and ancillary costs.
 - ▶ Debt Service
 - Principal Debt Retirement - Principal portion of VC1 debt service assessment to be transferred from the general fund to the series 2015 debt service fund.
 - Interest Expense - Interest portion of VC1 debt service assessment to be 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

October 31, 2021

Prepared by



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Non-Ad Valorem Special Assessments	7
Cash and Investment Report	8

HARMONY

Community Development District

Financial Statements

(Unaudited)

October 31, 2021

HARMONY

Community Development District

Governmental Funds

Balance Sheet
October 31, 2021

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2014 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
ASSETS				
Cash - Checking Account	\$ 582,112	\$ -	\$ -	\$ 582,112
Due From Other Funds	-	8,637	6,031	14,668
Investments:				
Money Market Account	884,805	-	-	884,805
Prepayment Account	-	12,247	162,844	175,091
Reserve Fund	-	607,313	340,000	947,313
Revenue Fund	-	612,546	313,639	926,185
Prepaid Items	207	-	-	207
TOTAL ASSETS	\$ 1,467,124	\$ 1,240,743	\$ 822,514	\$ 3,530,381
LIABILITIES				
Accounts Payable	\$ 109,337	\$ -	\$ -	\$ 109,337
Accrued Expenses	15,000	-	-	15,000
Accrued Taxes Payable	35	-	-	35
Due To Other Funds	14,668	-	-	14,668
TOTAL LIABILITIES	139,040	-	-	139,040
FUND BALANCES				
Nonspendable:				
Prepaid Items	207	-	-	207
Restricted for:				
Debt Service	-	1,240,743	822,514	2,063,257
Assigned to:				
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
Unassigned:	602,081	-	-	602,081
TOTAL FUND BALANCES	\$ 1,328,084	\$ 1,240,743	\$ 822,514	\$ 3,391,341
TOTAL LIABILITIES & FUND BALANCES	\$ 1,467,124	\$ 1,240,743	\$ 822,514	\$ 3,530,381

HARMONY

Community Development District

General Fund

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 2,814	\$ 235	\$ 151	\$ (84)
Interest - Tax Collector	-	-	5	5
Rental Income	-	-	465	465
Special Assmnts- Tax Collector	1,876,213	-	-	-
Special Assessments-Tax Collector-VC1	(22,435)	-	-	-
Special Assmnts- Discounts	(75,048)	-	-	-
Sale of Surplus Equipment	-	-	2,171	2,171
Other Miscellaneous Revenues	-	-	1	1
Access Cards	1,200	100	90	(10)
Facility Revenue	600	50	-	(50)
User Facility Revenue	15,000	1,250	-	(1,250)
TOTAL REVENUES	1,798,344	1,635	2,883	1,248
<u>EXPENDITURES</u>				
<u>Administration</u>				
P/R-Board of Supervisors	14,000	1,167	-	1,167
FICA Taxes	1,071	89	-	89
ProfServ-Arbitrage Rebate	1,200	-	-	-
ProfServ-Dissemination Agent	1,500	-	-	-
ProfServ-Engineering	20,000	1,667	-	1,667
ProfServ-Legal Services	65,000	5,417	-	5,417
ProfServ-Mgmt Consulting	69,250	5,771	5,771	-
ProfServ-Property Appraiser	392	-	-	-
ProfServ-Recording Secretary	3,300	275	275	-
ProfServ-Special Assessment	8,822	-	-	-
ProfServ-Trustee Fees	10,160	-	-	-
Auditing Services	4,400	-	-	-
Postage and Freight	1,000	83	-	83
Rental - Meeting Room	2,750	229	-	229
Insurance - General Liability	27,762	27,762	18,281	9,481
Printing and Binding	500	42	88	(46)
Legal Advertising	1,000	83	71	12
Misc-Records Storage	1,500	125	-	125
Misc-Assessment Collection Cost	37,524	-	-	-
Misc-Contingency	5,000	417	321	96
Annual District Filing Fee	175	175	175	-
Total Administration	276,306	43,302	24,982	18,320
<u>Field</u>				
ProfServ-Field Management	338,872	28,239	28,239	-
Trailer Rental	6,960	580	580	-
Total Field	345,832	28,819	28,819	-

HARMONY

Community Development District

General Fund

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Landscape Services</u>				
Contracts-Mulch	62,220	5,185	5,119	66
Contracts-Irrigation	26,400	2,200	2,233	(33)
Contracts - Landscape	272,300	22,692	22,520	172
Cntrs-Shrub/Grnd Cover Annual Svc	161,110	13,426	13,296	130
R&M-Irrigation	15,000	1,250	1,871	(621)
R&M-Trees and Trimming	40,000	3,333	15,280	(11,947)
Miscellaneous Services	35,000	2,917	3,730	(813)
Total Landscape Services	612,030	51,003	64,049	(13,046)
<u>Utilities</u>				
Electricity - General	37,000	3,083	2,386	697
Electricity - Streetlights	110,000	9,167	8,396	771
Utility - Water & Sewer	180,000	15,000	15,000	-
Total Utilities	327,000	27,250	25,782	1,468
<u>Operation & Maintenance</u>				
Utility - Refuse Removal	3,000	250	240	10
R&M-Ponds	3,500	292	-	292
R&M-Pools	32,000	2,667	1,551	1,116
R&M-Roads & Alleyways	2,000	167	-	167
R&M-Sidewalks	15,000	1,250	9,000	(7,750)
R&M-Vehicles	15,000	1,250	2,310	(1,060)
R&M-User Supported Facility	20,000	1,667	-	1,667
R&M-Equipment Boats	6,000	500	787	(287)
R&M-Parks & Facilities	25,000	2,083	4,839	(2,756)
Miscellaneous Services	1,100	92	-	92
Misc-Contingency	8,000	667	274	393
Misc-Security Enhancements	5,700	475	952	(477)
Op Supplies - Fuel, Oil	4,000	333	253	80
Cap Outlay - Vehicles	30,000	30,000	-	30,000
Reserve - Renewal&Replacement	23,040	23,040	-	23,040
Reserve - Sidewalks & Alleyways	43,500	43,500	-	43,500
Total Operation & Maintenance	236,840	108,233	20,206	88,027

HARMONY

Community Development District

General Fund

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Debt Service</u>				
Principal Debt Retirement	12,868	-	-	-
Interest Expense	13,732	-	-	-
Total Debt Service	26,600	-	-	-
TOTAL EXPENDITURES				
	1,824,608	258,607	163,838	94,769
Excess (deficiency) of revenues				
Over (under) expenditures	(26,264)	(256,972)	(160,955)	96,017
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(26,264)	-	-	-
TOTAL FINANCING SOURCES (USES)	(26,264)	-	-	-
Net change in fund balance	\$ (26,264)	\$ (256,972)	\$ (160,955)	\$ 96,017
FUND BALANCE, BEGINNING (OCT 1, 2021)	1,489,039	1,489,039	1,489,039	
FUND BALANCE, ENDING	\$ 1,462,775	\$ 1,232,067	\$ 1,328,084	

HARMONY

Community Development District

Series 2014 Debt Service Fund

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 62	\$ 5	\$ 6	\$ 1
Special Assmnts- Tax Collector	1,230,013	-	-	-
Special Assmnts- Discounts	(49,201)	-	-	-
TOTAL REVENUES	1,180,874	5	6	1
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	24,600	-	-	-
Total Administration	24,600	-	-	-
<u>Debt Service</u>				
Principal Debt Retirement	670,000	-	-	-
Interest Expense	497,313	-	-	-
Total Debt Service	1,167,313	-	-	-
TOTAL EXPENDITURES	1,191,913	-	-	-
Excess (deficiency) of revenues Over (under) expenditures	(11,039)	5	6	1
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(11,039)	-	-	-
TOTAL FINANCING SOURCES (USES)	(11,039)	-	-	-
Net change in fund balance	\$ (11,039)	\$ 5	\$ 6	\$ 1
FUND BALANCE, BEGINNING (OCT 1, 2021)	1,240,737	1,240,737	1,240,737	
FUND BALANCE, ENDING	\$ 1,229,698	\$ 1,240,742	\$ 1,240,743	

HARMONY

Community Development District

Series 2015 Debt Service Fund

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 43	\$ 3	\$ 3	\$ -
Special Assmnts- Tax Collector	856,710	-	-	-
Special Assmnts- Other	26,600	-	-	-
Special Assmnts- Discounts	(34,269)	-	-	-
TOTAL REVENUES	849,084	3	3	-
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	17,134	-	-	-
Total Administration	17,134	-	-	-
<u>Debt Service</u>				
Principal Debt Retirement	390,000	-	-	-
Interest Expense	430,606	-	-	-
Total Debt Service	820,606	-	-	-
TOTAL EXPENDITURES	837,740	-	-	-
Excess (deficiency) of revenues Over (under) expenditures	11,344	3	3	-
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	11,344	-	-	-
TOTAL FINANCING SOURCES (USES)	11,344	-	-	-
Net change in fund balance	\$ 11,344	\$ 3	\$ 3	\$ -
FUND BALANCE, BEGINNING (OCT 1, 2021)	822,511	822,511	822,511	
FUND BALANCE, ENDING	\$ 833,855	\$ 822,514	\$ 822,514	

HARMONY

Community Development District

Supporting Schedules

October 31, 2021

HARMONY
Community Development District

**Non-Ad Valorem Special Assessments
Osceola County Tax Collector - Monthly Collection Report
For the Fiscal Year Ending September 30, 2022**

					Allocation by Fund			
Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	General Fund	Series 2014 Debt Service Fund	Series 2015 Debt Service Fund	
ASSESSMENTS LEVIED FY 2022					\$ 3,924,167	\$ 1,853,780	\$ 1,228,420	\$ 841,966
Allocation %					100%	47.24%	31.30%	21.46%
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Collected in % 0%

TOTAL OUTSTANDING	\$ 3,924,167	\$ 1,853,780	\$ 1,228,420	\$ 841,966
--------------------------	--------------	--------------	--------------	------------

Note (1): Variance due to prepayments being received during budget process.

HARMONY
Community Development District

Cash and Investment Report
October 31, 2021

General Fund

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account- Operating	Bank United	Checking Account	n/a	0.00%	\$582,112
Money Market Account	BankUnited	Money Market Account	n/a	0.15%	\$884,805
Subtotal					\$1,466,917

Debt Service and Capital Projects Funds
--

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2014 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$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%	\$612,546
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%	\$313,639
Subtotal					\$2,048,589
Total					\$3,515,506

5C

Harmony

Community Development District

General Fund

Invoice Approval Report # 259

November 10, 2021

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
ADVANCED MARINE SERVICES	116813	R	\$ 151.99
		Vendor Total	\$ 151.99
BEE AND BEE INC.	101821	R	\$ 1,000.00
		Vendor Total	\$ 1,000.00
BRIGHT HOUSE NETWORKS - ACH	028483401100721 ACH	R	\$ 123.98
	028483501103021 ACH	A	\$ 109.98
		Vendor Total	\$ 233.96
ORLANDO UTILITIES COMMISSION-ACH	100821-9921 ACH	R	\$ 10,782.00
		Vendor Total	\$ 10,782.00
PEGASUS ENGINEERING, LLC	225783	A	\$ 11,912.32
		Vendor Total	\$ 11,912.32
PINEY BRANCH MOTORS INC - ACH	RI1107353 EFT	A	\$ 490.00
dba ALLIED TRAILERS	RI1107354 EFT	A	\$ 90.00
		Vendor Total	\$ 580.00
POOLSURE	101295623721	R	\$ 35.00
	101295624218	R	\$ 60.00
	101295624218	R	\$ 150.00
	101295624220	R	\$ 509.30
	101295624219	R	\$ 75.00
		Vendor Total	\$ 829.30
SERVELLO & SONS INC	20457	R	\$ 2,580.00
	20332	R	\$ 40,935.34
	20423	R	\$ 2,233.00
	2608	R	\$ 22,400.00
	20621	R	\$ 1,497.16
	20618	R	\$ 14,280.00
		Vendor Total	\$ 83,925.50
SUN PUBLICATIONS DBA	332048	R	\$ 71.35
dba OSCEOLA NEWS-GAZETTE			
		Vendor Total	\$ 71.35
TOHO WATER AUTHORITY - ACH	101921 ACH	R	\$ 9,094.33
		Vendor Total	\$ 9,094.33

Harmony

Community Development District

General Fund

Invoice Approval Report # 259

November 10, 2021

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
WASTE CONNECTIONS OF FL.	1357692	R	\$ 207.00
		Vendor Total	<u>\$ 207.00</u>
YOUNG QUALLS, P.A.	16360	R	\$ 4,000.00
		Vendor Total	<u>\$ 4,000.00</u>
Total Invoices			\$ 122,635.76

Sixth Order of Business

6B.

556274

0'ESTIMATE (V.O.I.O FOI 30 DAYS)

ov 8, z 02/	0 sa:MCE 0 "5TALL.	0 WU CAU. 0 OEIMR	PHONE
Army CDD Field Sweeper		MAKE Aluminum	
		MODEL 15'	
		SERIAL MRR61212H304	
E SERVICED		NATURE OF SERVICE REQUEST	

PART #	DESCRIPTION OF PARTS OR MATERIALS	PRICE	AMOUNT
	Remove wood in bow, stern and sides of boat and replace with coose board. Resin and gelcoat finish.	7000 ⁰⁰	
	Motor will be removed and replaced to facilitate transom repair	-500 ⁰⁰	
			Discount for deleting hatches in gunwales
PERFORMED	6-8 weeks to complete	TOTAL MATERIALS	
	50% deposit required	TAX	
		TOTAL	
		
		TOTAL AMOUNT	975 7000⁰⁰

BT

\$6,500.00

ESTIMATES ARE FOR LABOR ONLY, MATERIALS OFFICIAL WE WILL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE CAUSED BY FIRE, THEFT, TITIOO, OR ANY OTHER CAUSES BEYOND OUR CONTROL

Repair Order ORIGINAL

TERMS • NET CASH NO GOODS HDLO OVER 30 DAYS

Seventh Order of Business

7A

SUMMARY SHEET

LEGAL FEE ANALYSIS-Hourly versus Flat Fee				
Month		Other	Litigation	Total
Hourly				
May-20		\$6,620.00	\$1,000	\$7,620.00
Jun-20		\$3,312.50	\$7,433.75	\$10,746.25
Jul-20		\$3,578.75	\$1,886.25	\$5,465.00
Aug-20		\$5,589.25	\$4,801.25	\$10,390.50
Sep-20		\$5,282.00	\$4,146.25	\$9,428.25
Oct-20		\$5,725.75	\$4,534.10	\$10,259.85
Nov-20		\$4,681.25	\$6,076.00	\$10,757.25
Dec-20		\$3,064.00	\$3,247.50	\$6,311.50
Jan-21		\$3,297.50	\$1,525.50	\$4,823.00
Total		\$41,151.00	\$34,650.60	\$75,801.60
Flat Fee				
Feb-21		\$4,000	\$971.75	\$4,971.75
Mar-21		\$4,000	\$4,272.45	\$8,272.45
Apr-21		\$4,000	\$2,915.00	\$6,915.00
May-21		\$4,000	\$62.50	\$4,062.50
Jun-21		\$4,000	\$150.00	\$4,150.00
Jul-21		\$4,000	\$1,625.00	\$5,625.00
Aug-21		\$4,000	\$1,643.00	\$5,643.00
Sep-21		\$4,000	\$520.50	\$4,520.50
Oct-21		\$4,000	\$0.00	\$4,000.00
Total		\$36,000.00	\$12,160.20	\$48,160.20

FEB 2021 TO OCT 2021

FLAT FEE

Invoice Summary

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
16360	YOUNG QUALLS, P.A. (HARMONY)	11/01/2021	Harmony (Harmony CDD)	4,000.00
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
Total:				48,160.20

COPY

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216 SOUTH MONROE STREET
P.O. BOX 1833
TALLAHASSEE, FL 32302

(850) 222-7206 Telephone
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Federal Tax I.D. 59-1480346

Harmony
 Harmony Community Development Dist.
 c/o District Manager
 inframark@avidbill.com

Page: 1
 11/01/2021
 ACCOUNT NO: 98866-003M
 STATEMENT NO: 16360

General Counsel to District

PREVIOUS BALANCE \$10,163.50

			HOURS
10/29/2021	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	4,000.00

TOTAL CURRENT WORK 4,000.00

10/22/2021 Fee Payment - Thank you - Check #479 -5,643.00

BALANCE DUE \$8,520.50

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****PLEASE INCLUDE YOUR ACCOUNT NUMBER ON YOUR CHECK****

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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
		CURRENT SERVICES RENDERED	3.20		4,395.50

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

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Harmony

10/05/2021

ACCOUNT NO: 98866-003M
STATEMENT NO: 16339

General Counsel to District

BALANCE DUE

\$10,163.50

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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
		CURRENT SERVICES RENDERED	10.60		5,625.00

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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****PLEASE INCLUDE YOUR ACCOUNT NUMBER ON YOUR CHECK****

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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	<u>\$10,977.50</u>

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PLEASE INCLUDE YOUR ACCOUNT NUMBER ON YOUR CHECK

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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		<u>4,000.00</u>
		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
 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

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ACCOUNT NO: 98866-003M
STATEMENT NO: 16211

General Counsel to District

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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		4,000.00
		CURRENT SERVICES RENDERED	8.35	4,971.75

Harmony

ACCOUNT NO: 98866-003M
STATEMENT NO: 16195

General Counsel to District

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</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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MAY 2020 TO JAN 2021

HOURLY

Invoice Summary

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
16154	YOUNG QUALLS, P.A. (HARMONY)	02/04/2021	Harmony (Harmony CDD)	4,823.00
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
Total:				75,801.60

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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

02/04/2021

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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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>

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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

12/03/2020

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

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12/03/2020

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ACCOUNT NO: 98866-003M
STATEMENT NO: 16127

General Counsel to District

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 Harmony Community Development Dist.
 c/o Kristen Suit, District Manager
 inframark@avidbill.com

Page: 1
 11/04/2020
 ACCOUNT NO: 98866-003M
 STATEMENT NO: 16108

General Counsel to District

PREVIOUS BALANCE \$26,969.25

			HOURS	
10/01/2020	TRQ	Phone conference with DM; Phone conference with Supervisor	1.20	240.00
	TL	Review Church Meeting Agmt, provide suggested edits, call DM and discuss with TQ(1); review District Engineers notes and concerns re Brownie's Contracts - edit letter(1), review Gerhards email, Finalize Letter to Brownies and send(.25)	2.25	281.25
	SRT	Isolate billing for Fusilier litigation and add to running tally; email to Supervisor Kassel as requested	0.40	26.00
10/02/2020	TRQ	Phone conference with DM; send letter to Brownie's	0.75	150.00
	TL	Have parties execute agreement, finalize returned copies	0.20	25.00
10/05/2020	TRQ	Phone conference with Chairman; email re board meeting	0.75	150.00
	TRQ	FUSILIER LITIGATION - Outline 57.105 letter	0.75	150.00
	TL	Review Meeting notes, listen to Meeting recording, discuss with TQ policies for returning to in-person meeting(.7), review Governor Executive Orders(.25) and draft informational email to board(.3)	1.25	156.25
10/08/2020	TL	FUSILIER LITIGATION - review all affidavits, easements, and correspondence, redraft Motion and Letter to Opp. Counsel	4.60	575.00
10/09/2020	TRQ	FUSILIER LITIGATION - work on 57.105 letter and motion	3.50	700.00
	TL	Edit to letter and Motion(2); conference with TQ and SRC re Motion on moving case forward(.5)	2.50	312.50
10/12/2020	TRQ	FUSILIER LITIGATION - Phone conference with Chairman; Fusilier litigation strategy discussion	1.00	200.00
	TL	FUSILIER LITIGATION - conference with TQ re letter and motion to opp.		

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ACCOUNT NO: 98866-003M
STATEMENT NO: 16108

General Counsel to District

			HOURS	
		counsel(.9) call Chairman(no charge), conference with RY on motion(.2); 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 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 Letter and Memorandum of Operative Facts(3); final edits to Church Meeting 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 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 Supv. Farnsworth for review(.9); review prompt payment act re Brownie's matter, discuss with TQ, then conference call with Chairman and Engineer re 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 December 2018(1.2), conference with TQ (.4)	1.60	200.00
	SRT	FUSILIER LITIGATION - Initiate efforts to schedule deposition of Plaintiff; email correspondence to and from opposing counsel regarding discovery 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 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 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 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
		CURRENT SERVICES RENDERED	63.25	8,869.25

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
	TOTAL ADVANCES	1,390.60
	TOTAL CURRENT WORK	10,259.85
10/19/2020	Fee Payment - Thank you - Check #229	-10,390.50
	BALANCE DUE	\$26,838.60

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ACCOUNT NO: 98866-003M
STATEMENT NO: 16108

General Counsel to District

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Page: 1
 10/01/2020
 ACCOUNT NO: 98866-003M
 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

Harmony

ACCOUNT NO: 98866-003M
STATEMENT NO: 16090

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		

Harmony

10/01/2020

ACCOUNT NO: 98866-003M
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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 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

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

09/03/2020

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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Page: 1
 08/07/2020
 ACCOUNT NO: 98866-003M
 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: 98866-003M
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
 07/15/2020
 ACCOUNT NO: 98866-003M
 STATEMENT NO: 16032

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

ACCOUNT NO: 98866-003M
STATEMENT NO: 16032

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

ACCOUNT NO: 98866-003M
STATEMENT NO: 16032

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>
	Tristan LaNasa	25.80	\$125.00
	Timothy R. Qualls, Attorney	37.20	200.00
	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		<u>\$25,516.75</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

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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
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
		CURRENT SERVICES RENDERED	44.85	7,620.00

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

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Harmony

General Counsel to District

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