

**HARMONY
COMMUNITY DEVELOPMENT DISTRICT**

**December 16, 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

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
 Brett Perez, Field Manager

December 9, 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, December 16, 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. **Consent Agenda**
 - A. **Approval of November 18, 2021 –Regular Monthly Meeting Minutes**
 - B. **Financial Statements for November 30, 2021**
 - C. **Approval of #260 Invoices and Check Register (Invoices Available Upon Request)**
5. **District Manager's Report**
 - A. Garden Club CDD Credit Card
 - B. Harmony Invoices
 - C. Email Options
 - D. Berger, Toombs, Elam, Gaines & Frank Engagement Letter
 - E. Inframark Credit Card vs CDD Credit Card
 - F. Updates/Report
6. **Staff Reports**
 - A. **District Engineer**
 - i. District Engineer Report
 - ii. Wetland Monitoring Program Proposal(s)
 - iii. Pipe Cleaning and Inspection Proposal for the Estates
 - B. **District Counsel**
 - i. District Counsel Report

C. Field Manager

- i. Field Manager's Report
- ii. Boat User Report
- iii. Vehicle Maintenance Tracker
- iv. Vehicle Proposals
- v. Tree Care Guide and Inventory Proposal
- vi. Hydrilla Treatment Proposals
- vii. Landscape RFP Scope Review
- viii. Swim Club Pool Pump

7. Old Business

- A. Steve Berube

8. New Business

- A. Review of Flat Fee for Legal Services
 - i. AVID Report

9. Supervisors' Requests

10. Adjournment

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

Sincerely,

Angel Montagna

Angel Montagna
District Manager

Fourth Order of Business

4A.

{ Minutes }

Markup Review Version

Delivered Under [Separate Cover](#)

4B

TO: Board of Supervisors, Harmony CDD
FROM: Samantha Smith, Accountant
CC: Angel Montagna, District Manager
DATE: December 7, 2021
SUBJECT: November 2021 Financials

Please find the attached November 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 November is approximately 8% of the annual budget.
 - Non Ad Valorem Assessment collections began in November.
 - Sale of Surplus Equipment - Includes sale of old cell phones (\$2,171).

- Total Expenditures through November are at 18% of the annual budget.
 - ▶ Administrative
 - P/R-Board of Supervisors - Includes payroll for one meeting in both October and November.
 - ProfServ-Legal Services - Young Qualls, PA general counsel.
 - ProfServ-Management Consulting - Contract with Inframark.
 - ProfServ-Recording Secretary - Inframark provides near verbatim minutes.
 - Insurance - Egis Insurance Advisors provides auto, general liability, inland marine and property insurance.
 - Misc.-Contingency - Includes ancillary costs.
 - ▶ Field
 - ProfServ-Field Management - Contract with Inframark.
 - Trailer Rental - Includes monthly rental of 1 container and 1 office trailer.
 - ▶ Landscaping Services
 - Contracts-Mulch - Contract with Servello Services.
 - Contracts-Irrigation - Contract with Servello Services.
 - Contracts-Landscape - Contract with Servello Services.
 - Contracts-Shrub/Ground Cover - Contract with Servello Services.
 - R&M Irrigation - Includes various irrigation supplies and repairs.
 - R&M-Trees and Trimming - Includes Oct 2021 tree trimming project by Servello & Sons.
 - Miscellaneous Services - Includes Oct 2021 landscape maintenance by Servello & Sons (\$1,150 & \$2,580).
 - ▶ Utilities
 - Electricity-General - Services provided by OUC.
 - Electricity-Streetlighting - Services provided by OUC.
 - Utility-Water & Sewer - Services provided by TOHO.
 - ▶ Operation & Maintenance
 - R&M-Pools - Includes control leases for Ashley Park and splash pad, permits, chemicals.
 - R&M-Sidewalks - Includes Oct 2021 crosswalks & curbs installation by K & D Concrete (\$9,000).
 - R&M-Equipment Boats - Includes purchase of boating supplies and annual service by Advanced Marine (\$773)
 - R&M-Parks & Facilities - Various supplies and repairs, including bench pads at dog park (\$4,000).
 - Misc.-Security Enhancements - Includes internet service and ancillary costs. Also includes programmed ID cards, purchased Oct 2021.
 - Reserve-Renewal & Replacement - Includes replacement of decking and railing, repair of erosion, installation of geogrid, new dog park fence and gate, and a reserve study.
 - ▶ 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

November 30, 2021

Prepared by



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HARMONY

Community Development District

Financial Statements

(Unaudited)

November 30, 2021

HARMONY

Community Development District

Governmental Funds

Balance Sheet
November 30, 2021

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2014 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
ASSETS				
Cash - Checking Account	\$ 749,908	\$ -	\$ -	\$ 749,908
Due From Other Funds	-	103,133	70,799	173,932
Investments:				
Money Market Account	824,907	-	-	824,907
Prepayment Account	-	-	62,724	62,724
Reserve Fund	-	607,313	340,000	947,313
Revenue Fund	-	361,142	98,340	459,482
TOTAL ASSETS	\$ 1,574,815	\$ 1,071,588	\$ 571,863	\$ 3,218,266
LIABILITIES				
Accounts Payable	\$ 54,453	\$ -	\$ -	\$ 54,453
Accrued Expenses	45,085	-	-	45,085
Accrued Taxes Payable	(35)	-	-	(35)
Due To Other Funds	173,932	-	-	173,932
TOTAL LIABILITIES	273,435	-	-	273,435
FUND BALANCES				
Restricted for:				
Debt Service	-	1,071,588	571,863	1,643,451
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:	575,584	-	-	575,584
TOTAL FUND BALANCES	\$ 1,301,380	\$ 1,071,588	\$ 571,863	\$ 2,944,831
TOTAL LIABILITIES & FUND BALANCES	\$ 1,574,815	\$ 1,071,588	\$ 571,863	\$ 3,218,266

HARMONY

Community Development District

General Fund

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 2,814	\$ 470	\$ 251	\$ (219)
Interest - Tax Collector	-	-	5	5
Special Assmnts- Tax Collector	1,876,213	375,242	151,648	(223,594)
Special Assessments-Tax Collector-VC1	(22,435)	(4,487)	-	4,487
Special Assmnts- Discounts	(75,048)	(15,010)	(6,136)	8,874
Sale of Surplus Equipment	-	-	2,171	2,171
Other Miscellaneous Revenues	-	-	2	2
Access Cards	1,200	200	220	20
Facility Revenue	600	100	-	(100)
User Facility Revenue	15,000	2,500	-	(2,500)
TOTAL REVENUES	1,798,344	359,015	148,161	(210,854)
<u>EXPENDITURES</u>				
<u>Administration</u>				
P/R-Board of Supervisors	14,000	2,334	1,600	734
FICA Taxes	1,071	178	122	56
ProfServ-Arbitrage Rebate	1,200	-	-	-
ProfServ-Dissemination Agent	1,500	-	-	-
ProfServ-Engineering	20,000	3,334	-	3,334
ProfServ-Legal Services	65,000	10,834	4,000	6,834
ProfServ-Mgmt Consulting	69,250	11,542	11,541	1
ProfServ-Property Appraiser	392	-	-	-
ProfServ-Recording Secretary	3,300	550	550	-
ProfServ-Special Assessment	8,822	-	-	-
ProfServ-Trustee Fees	10,160	-	-	-
Auditing Services	4,400	-	-	-
Postage and Freight	1,000	166	-	166
Rental - Meeting Room	2,750	458	-	458
Insurance - General Liability	27,762	27,762	18,281	9,481
Printing and Binding	500	84	88	(4)
Legal Advertising	1,000	166	71	95
Misc-Records Storage	1,500	250	-	250
Misc-Assessment Collection Cost	37,524	7,505	2,910	4,595
Misc-Contingency	5,000	834	321	513
Annual District Filing Fee	175	175	175	-
Total Administration	276,306	66,172	39,659	26,513
<u>Field</u>				
ProfServ-Field Management	338,872	56,478	56,479	(1)
Trailer Rental	6,960	1,160	1,160	-
Total Field	345,832	57,638	57,639	(1)

HARMONY

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending November 30, 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	10,370	10,238	132
Contracts-Irrigation	26,400	4,400	4,466	(66)
Contracts - Landscape	272,300	45,384	45,040	344
Cntrs-Shrub/Grnd Cover Annual Svc	161,110	26,852	26,592	260
R&M-Irrigation	15,000	2,500	4,631	(2,131)
R&M-Trees and Trimming	40,000	6,666	15,280	(8,614)
Miscellaneous Services	35,000	5,834	3,730	2,104
Total Landscape Services	612,030	102,006	109,977	(7,971)
<u>Utilities</u>				
Electricity - General	37,000	6,166	4,786	1,380
Electricity - Streetlights	110,000	18,334	16,796	1,538
Utility - Water & Sewer	180,000	30,000	20,303	9,697
Total Utilities	327,000	54,500	41,885	12,615
<u>Operation & Maintenance</u>				
Utility - Refuse Removal	3,000	500	447	53
R&M-Ponds	3,500	584	-	584
R&M-Pools	32,000	5,334	2,016	3,318
R&M-Roads & Alleyways	2,000	334	-	334
R&M-Sidewalks	15,000	2,500	9,000	(6,500)
R&M-Vehicles	15,000	2,500	2,310	190
R&M-User Supported Facility	20,000	3,334	-	3,334
R&M-Equipment Boats	6,000	1,000	1,712	(712)
R&M-Parks & Facilities	25,000	4,166	4,988	(822)
Miscellaneous Services	1,100	184	-	184
Misc-Contingency	8,000	1,334	274	1,060
Misc-Security Enhancements	5,700	950	1,076	(126)
Op Supplies - Fuel, Oil	4,000	666	253	413
Cap Outlay - Vehicles	30,000	30,000	-	30,000
Reserve - Renewal&Replacement	23,040	23,040	64,584	(41,544)
Reserve - Sidewalks & Alleyways	43,500	43,500	-	43,500
Total Operation & Maintenance	236,840	119,926	86,660	33,266
<u>Debt Service</u>				
Principal Debt Retirement	12,868	-	-	-
Interest Expense	13,732	-	-	-
Total Debt Service	26,600	-	-	-

HARMONY

Community Development District

General Fund

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
TOTAL EXPENDITURES	1,824,608	400,242	335,820	64,422
Excess (deficiency) of revenues				
Over (under) expenditures	(26,264)	(41,227)	(187,659)	(146,432)
<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)	\$ (41,227)	\$ (187,659)	\$ (146,432)
FUND BALANCE, BEGINNING (OCT 1, 2021)	1,489,039	1,489,039	1,489,039	
FUND BALANCE, ENDING	\$ 1,462,775	\$ 1,447,812	\$ 1,301,380	

HARMONY

Community Development District

Series 2014 Debt Service Fund

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 62	\$ 10	\$ 10	\$ -
Special Assmnts- Tax Collector	1,230,013	246,003	100,491	(145,512)
Special Assmnts- Discounts	(49,201)	(9,840)	(4,066)	5,774
TOTAL REVENUES	1,180,874	236,173	96,435	(139,738)
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	24,600	4,920	1,928	2,992
Total Administration	24,600	4,920	1,928	2,992
<u>Debt Service</u>				
Principal Debt Retirement	670,000	-	-	-
Principal Prepayments	-	-	15,000	(15,000)
Interest Expense	497,313	248,657	248,656	1
Total Debt Service	1,167,313	248,657	263,656	(14,999)
TOTAL EXPENDITURES	1,191,913	253,577	265,584	(12,007)
Excess (deficiency) of revenues Over (under) expenditures	(11,039)	(17,404)	(169,149)	(151,745)
<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)	\$ (17,404)	\$ (169,149)	\$ (151,745)
FUND BALANCE, BEGINNING (OCT 1, 2021)	1,240,737	1,240,737	1,240,737	
FUND BALANCE, ENDING	\$ 1,229,698	\$ 1,223,333	\$ 1,071,588	

HARMONY

Community Development District

Series 2015 Debt Service Fund

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 43	\$ 6	\$ 7	\$ 1
Special Assmnts- Tax Collector	856,710	171,342	68,877	(102,465)
Special Assmnts- Other	26,600	5,320	-	(5,320)
Special Assmnts- Prepayment	-	-	59,880	59,880
Special Assmnts- Discounts	(34,269)	(6,854)	(2,787)	4,067
TOTAL REVENUES	849,084	169,814	125,977	(43,837)
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	17,134	3,427	1,322	2,105
Total Administration	17,134	3,427	1,322	2,105
<u>Debt Service</u>				
Principal Debt Retirement	390,000	-	-	-
Principal Prepayments	-	-	160,000	(160,000)
Interest Expense	430,606	215,303	215,303	-
Total Debt Service	820,606	215,303	375,303	(160,000)
TOTAL EXPENDITURES	837,740	218,730	376,625	(157,895)
Excess (deficiency) of revenues Over (under) expenditures	11,344	(48,916)	(250,648)	(201,732)
<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	\$ (48,916)	\$ (250,648)	\$ (201,732)
FUND BALANCE, BEGINNING (OCT 1, 2021)	822,511	822,511	822,511	
FUND BALANCE, ENDING	\$ 833,855	\$ 773,595	\$ 571,863	

HARMONY

Community Development District

Supporting Schedules

November 30, 2021

HARMONY
Community Development District

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

Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	Allocation by Fund		
					General Fund	Series 2014 Debt Service Fund	Series 2015 Debt Service Fund
ASSESSMENTS LEVIED FY 2022				\$ 3,924,167	\$ 1,853,780	\$ 1,228,420	\$ 841,966
Allocation %				100%	47.24%	31.30%	21.46%
11/22/21	\$ 288,449	\$ 12,264	\$ 5,887	\$ 306,599	\$ 144,838	\$ 95,978	\$ 65,784
11/26/21	\$ 13,417	\$ 726	\$ 274	\$ 14,417	\$ 6,811	\$ 4,513	\$ 3,093
TOTAL	\$ 301,866	\$ 12,990	\$ 6,161	\$ 321,016	\$ 151,648	\$ 100,491	\$ 68,877

Collected in % 8%

TOTAL OUTSTANDING	\$ 3,603,151	\$ 1,702,132	\$ 1,127,929	\$ 773,089
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Note (1): Variance due to prepayments being received during budget process.

HARMONY
Community Development District

Cash and Investment Report
November 30, 2021

General Fund

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account- Operating	Bank United	Checking Account	n/a	0.00%	\$749,908
Money Market Account	BankUnited	Money Market Account	n/a	0.15%	\$824,907
					Subtotal
					\$1,574,815

Debt Service and Capital Projects Funds
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<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2014 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%	\$361,142
Series 2015 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$62,724
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%	\$98,340
					Subtotal
					\$1,469,519
					Total
					\$3,044,334

4C

Harmony

Community Development District

General Fund

Invoice Approval Report # 260

December 3, 2021

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
ADVANCED MARINE SERVICES	116894	R	\$ 773.32
		Vendor Total	\$ 773.32
BRIGHT HOUSE NETWORKS - ACH	028483501113 ACH	R	\$ 109.98
		Vendor Total	\$ 109.98
FLORIDA RESERVE STUDY & APPRAISAL, INC.	10292021	R	\$ 7,200.00
		Vendor Total	\$ 7,200.00
GEETA BHAGWANDASS	110321	R	\$ 250.00
		Vendor Total	\$ 250.00
INFRAMARK, LLC	70003	A	\$ 39,445.46
		Vendor Total	\$ 39,445.46
ORLANDO UTILITIES COMMISSION - ACH	110821-9921 ACH	R	\$ 11,380.41
		Vendor Total	\$ 11,380.41
PINEY BRANCH MOTORS INC - ACH dba ALLIED TRAILERS	RI1114391 EFT RI1114392 EFT	R R	\$ 490.00 \$ 90.00
		Vendor Total	\$ 580.00
POOLSURE	101295624741 101295624742 101295625178	R R R	\$ 60.00 \$ 35.00 \$ 465.00
		Vendor Total	\$ 560.00
PROPET DISTRIBUTORS INC.	136110	R	\$ 148.75
		Vendor Total	\$ 148.75
SARAH FROST	110321	R	\$ 250.00
		Vendor Total	\$ 250.00
SERVELLO & SONS INC	20728 20785 20659 20636	R R R R	\$ 40,935.34 \$ 2,233.00 \$ 1,647.08 \$ 547.50
		Vendor Total	\$ 45,362.92
TOHO WATER AUTHORITY - ACH	111821 ACH	R	\$ 10,873.66
		Vendor Total	\$ 10,873.66

Harmony

Community Development District

General Fund

Invoice Approval Report # 260

December 3, 2021

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
WASTE CONNECTIONS OF FL	1362445 ACH	R	\$ 240.00
		Vendor Total	<u>\$ 240.00</u>
YOUNG QUALLS, P.A.	16381	A	\$ 4,000.00
		Vendor Total	<u>\$ 4,000.00</u>

Total Invoices \$ 121,174.50

Fifth Order of Business

5D



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

September 7, 2021

Harmony Community Development District
Inframark Infrastructure Management Services
210 North University Drive, Suite 702
Coral Springs, FL 33071

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Harmony Community Development District, which comprise governmental activities and each major fund as of and for the year ended September 30, 2021, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2021.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

The Responsibilities of the Auditor

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

Fort Pierce / Stuart



- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will maintain our independence in accordance with the standards of the American Institute of Certified public Accountants.



The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline;



- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this arrangement letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of Harmony Community Development District's financial statements. Our report will be addressed to the Board of Harmony Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the Harmony Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with an Inframark accountant. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.



Fees, Costs and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2021 will not exceed \$4,400, unless the scope of the engagement is changed, the assistance which Harmony Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by Harmony Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for Harmony Community Development District, Harmony Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.



Information Security – Miscellaneous Terms

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Harmony Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. Harmony Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Harmony Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Because Berger, Toombs, Elam, Gaines & Frank will rely on Harmony Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, Harmony Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Harmony Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and Harmony Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.



Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam
Gaines & Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK
J. W. Gaines, CPA

Confirmed on behalf of the addressee:

COPY



Judson B. Baggett | 6815 Dairy Road
 MBA, CPA, CVA, Partner | Zephyrhills, FL 33542
 Marci Reutimann | (813) 788-2155
 CPA, Partner | (813) 782-8606

Report on the Firm's System of Quality Control

To the Partners

October 30, 2019

Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
 and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, (the firm), in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of *pass*.

Baggett, Reutimann & Associates, CPAs, PA
 BAGGETT, REUTIMANN & ASSOCIATES, CPAs, PA
Signed Electronically by Judson B. Baggett, CPA, CVA, Partner, U.S. 813-788-2155 email: judb@baggett.com

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,
ELAM, GAINES AND FRANK AND HARMONY COMMUNITY
DEVELOPMENT DISTRICT
(DATED SEPTEMBER 7, 2021)**

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES
210 NORTH UNIVERSITY DRIVE, SUITE 702
CORAL SPRINGS, FL 33071
TELEPHONE: 954-603-0033
EMAIL: _____**

Auditor: J.W. Gaines

District: Harmony CDD

By: _____



By: _____

Title: Director

Title: _____

Date: September 7, 2021

Date: _____

Sixth Order of Business

6A

6Ai

COPY



PROJECT MEMORANDUM

To: Harmony Community Development District Board of Supervisors

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

Date: December 9, 2021

Re: **Harmony Community Development District**

Subject: **District Engineer Report #6**

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

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. The Board of Supervisors issued review comments to Steve Swartz and on Tuesday, December 7, 2021, Florida Reserve Study and Appraisals (Steve Swartz) issued a revised / updated Reserve Study. On Wednesday, December 8, 2021, a CDD Workshop was conducted via Zoom to present and discuss the Revised Reserve Study.

North Lake (Tract L)

On October 28, 2021, Harmony Florida Land, LLC and their consultant (Askey Hughey, Inc.) submitted a SFWMD application for Environmental Resource Permit (ERP). On Thursday, November 18, 2021, the SFWMD issued a Request for Additional Information (RAI) letter to Mr. Richard Jerman (Harmony Florida Land, LLC). RAI Comment #1 requests a letter, or a resolution, from the CDD confirming that the CDD will accept operation and maintenance of the stormwater management system (i.e., stormwater pond and control structure). Pegasus Engineering will review the construction plans and stormwater calculations before proceeding to prepare the requested letter.

Wetland Conservation Areas

On Sunday, November 14, 2021, Pegasus Engineering (David Hamstra) coordinated with Bowman and Blair Ecology and Design, Inc. (Catherine Bowman) regarding potential environmental services for the CDD to prepare and submit monitoring reports as required by the South Florida Water Management District (SFWMD) permits. On Thursday, November 18, 2021, the CDD Board of Supervisors directed Pegasus Engineering (David Hamstra) to request a proposal from Bowman and Blair to provide the required environmental services. On Sunday, November 28, 2021, Pegasus Engineering (David Hamstra) provided Bowman and Blair (Catherine Bowman) several documents and maps that will assist with preparing the required proposal.

On Thursday, December 9, 2021, Pegasus Engineering (David Hamstra) received the requested proposal from Bowman and Blair Ecology and Design (refer to Attachment "A"). Please note that the attached proposal is for review of existing South Florida Water Management District (SFWMD) permit files and correspondence, as well as conducting an initial site review to investigate the conservation areas and evaluate options for new transects. Based on the outcome of these two (2) tasks, Bowman and Blair Ecology and Design will prepare another proposal to develop a monitoring plan, conduct the monitoring plan, and submit a monitoring report to the South Florida Water Management District (SFWMD).

Garden Road

On Thursday, November 18, 2021, Pegasus Engineering (Johan Rodriguez) prepared and submitted a SFWMD application for "Request for Verification of Exemption". If the project meets the requirements for a permit exemption, Pegasus Engineering (Greg Teague) shall finalize the Garden Road construction plans and resubmit to Florida Gas Transmission (FGT) (Amy Powell) to secure an executed Agreement. In addition, Pegasus Engineering (Greg Teague) shall prepare a bid package to request bids from qualified general contractors.

Cherry Hill Rear Yard Swale Repairs

On Wednesday, November 17, 2021, Pegasus Engineering (David Hamstra) received the survey drawing from Johnston's Surveying associated with the rear yard swales at 3168, 3170, and 3172 Dark Sky Drive. After conducting a site inspection to confirm the content and accuracy of the survey drawing, Pegasus Engineering shall prepare a grading plan so Inframark can solicit bid prices from general contractors for re-grading the current swale to ensure positive drainage.

The Estates

On Friday, November 26, 2021, Pegasus Engineering (David Hamstra) submitted a scope of work to Atlantic Pipe Services (Brandon Duncan) requesting a quote for removing sediments from several drainage inlets and storm pipes in combination with a closed circuit television (CCTV) inspection. On Monday, December 6, 2021, Atlantic Pipe Services (Brandon Duncan) conducted a site inspection, and on Wednesday, December 8, 2021 Pegasus Engineering (David Hamstra) received the requested proposals from Atlantic Pipe Services (Brandon Duncan) (refer to Attachment "B").

Billy's Trail

During the November 18, 2021 CDD Board of Supervisors meeting, Pegasus Engineering (David Hamstra) received direction to reduce the survey scope of work and request proposals from two (2) surveyors (Johnston's Surveying, Inc. and Kissimmee Valley Surveying). The reduced survey scope of work will focus on the north end of the trail in lieu of staking the CDD parcel limits along the west side adjacent to the wetland conservation areas. On Tuesday, December 7, 2021, Pegasus Engineering (David Hamstra) issued an email to Johnston's Surveying (Rick Brown) and Kissimmee Valley Surveying (Willard Beekman) requesting a fee proposal for the revised survey scope of work.

On a separate issue, the CDD Chair (Teresa Kramer) contacted Mr. Richard Jerman directly on November 23, 2021, and requested that the silt fences be re-installed, the wash-outs and erosion be backfilled and compacted, and that vegetative cover be provided for the lots within the Enclave as soon as possible. Mr. Jerman agreed to address these issues within 10 days. As of Wednesday, December 8, 2021, the requested repairs have not been performed. Therefore, Pegasus Engineering (David Hamstra) shall notify the Florida Department of Environmental Protection (FDEP) for enforcement action pursuant to the *Notice of Intent Generic Construction Activities* (NOI) permit (FDEP Permit No. FLR20DY93).

Harmony Cove Easement Agreement

On Friday, December 3, 2021, Steve Boyd brought to the attention of the CDD Chair (Teresa Kramer), Tim Qualls, Angel Montagna, and David Hamstra a potential title issue associated with Tract B-1. Representatives of the CDD (Teresa Kramer, Tim Qualls, Angel Montagna, and David Hamstra) will coordinate with Steve Boyd and Rosemarie Bacalla to review various documents, deeds, and easement documents to resolve this matter.

RV and Boat Storage Area

On Tuesday, December 7, 2021, Pegasus Engineering issued an email to Osceola County (Amy Templeton and Jane Adams) 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.

Professional Survey Services

Pegasus Engineering (David Hamstra) shall coordinate with Inframark (Angel Montagna) and the CDD Chair (Teresa Kramer) to develop a Request for Qualification (RFQ) package to retain a company to provide professional survey services for the CDD.

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

Pegasus Engineering (Greg Teague) shall finalize the Instructions to Bidders, Proposal, Construction Contract, and Special Provisions for an in-house review by Tim Qualls prior to requesting bids from qualified contractors.

House Bill No. 53 (Public Works Bill)

The State of Florida passed a new House Bill (House Bill No. 53) on July 1, 2021, requiring Counties, Cities, and Special Districts to submit a 20-year Needs Analysis on or before June 30, 2022. Pegasus Engineering (David Hamstra) shall conduct the necessary research and present the submittal requirements at a future CDD meeting. The following is a brief overview from a recent Florida Stormwater Association conference:

House Bill No. 53 passed during the 2021 Session and requires local governments with wastewater or stormwater management systems to complete a 20-year needs analysis for those systems and submit the data to the Office of Economic and Demographic Research (EDR) – the research and forecasting arm of the Legislature. The analysis required by House Bill No. 53 includes a description of the system, the number of future residents served, revenues and expenditures, maintenance costs, etc. The first analysis is due on June 20, 2022, and every five years thereafter.

*Michael Bateman, PE, Legislative Analyst
Office of Economic and Demographic Research, Florida Legislature*

Dog Park

Pegasus Engineering (David Hamstra) and Inframark (Brett Perez) shall coordinate with the Toho Water Authority to provide a water service line to the Dog Park.

Sidewalk Maintenance Program

Pegasus Engineering (David Hamstra) shall coordinate with Inframark (Angel Montagna and Brett Perez) as needed.

END OF MEMO

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

6Aii

Attachment "A"

Wetland
Conservation Areas

**MEMORANDUM OF AGREEMENT
Ecological Consulting Services**

Harmony Community Development District
Conservation Areas Monitoring
U. S. 192, Osceola County, Florida

Prepared For:

Pegasus Engineering, LLC
301 West State Road 434, Suite 309
Winter Springs, Florida 32708

9 December 2021
B&B Project No. 210139
Doc./ 210139-Pegasus.Harmony_MOA-120921.doc

This Agreement sets forth the terms under which **Bowman and Blair Ecology and Design, Inc.** (Bowman and Blair) will provide ecological consulting services to **Pegasus Engineering, LLC**(Client), Client's responsibilities, and compensation for professional services.

PROJECT DESCRIPTION

The Harmony Community-owned (CDD) areas currently include ten conservation easement areas (wetlands) based on the Pegasus Engineering's 18 November 2021 Exhibit 1 (attached). The earlier monitoring events included upland and wetland conservation areas which are now not controlled by the Harmony CDD, such that one previously monitored wetland transect remains in Harmony CDD ownership. To document changing conditions within the ten wetlands under Harmony CDD control and provide regular reports to the South Florida Water Management District as required by Permit No. 49-01058-P/SFWMD Application No. 991227-13, a new monitoring plan will need to be developed which includes additional transects in areas where they will be useful in tracking the condition of these Harmony CDD wetlands. In addition to documenting the general hydrologic and vegetative communities conditions within the wetlands and their upland buffers, monitoring will focus on addressing the cover of invasive non-native species.

1.0 SCOPE OF SERVICES

Tasks and deliverables will include:

- 1.1 Preliminary online research and review the current management plan to obtain information regarding history of the permitting, mitigation areas, and treatment protocols for the documented invasive non-native species.
- 1.2 Meet with Harmony representative to conduct an initial site review to see the conservation areas which will need to be monitored, including reviewing areas of invasive exotic cover that will need to be addressed.
- 1.3 Conduct a follow-up site visit to establish new monitoring transects as determined during the initial meeting.
- 1.4 Prepare a new monitoring proposal and map for approval by the Harmony CDD.
- 1.5 Conduct new baseline qualitative vegetation monitoring along the new selected transects, including description of existing conditions including the cover of invasive non-

native species and dates of any maintenance (e.g., hand removal or herbicide application), representative photographs from permanent photo stations.

- 1.5 Coordinate with vegetation management contractor such that the dates and types of management can be included in the monitoring report.
- 1.6 Prepare a monitoring report for submission to the St. Johns River Water Management (District). It is understood that this will be done in place of the Fall 2021 monitoring which was not conducted.
- 1.7 Coordinate with the District compliance staff regarding the schedule of monitoring and reporting.

2.0 PAYMENT TERMS

2.1 Compensation for services shall be as follows and shall be invoiced **monthly**.

Research and Site Assessment

(Section 1.1-1.2): **\$1,200.00**

Set up monitoring transects and conduct new baseline monitoring/reporting

(Sections 1.3 -1.7)

to be determined

The following hourly rates will be used to develop fees for Sections 1.3 – 1.7 under this agreement and additional services.

Senior Scientist/Project Manager: \$70/Hour

GIS/CAD: \$60.00/Hour

3.0 ADDITIONAL SERVICES

Additional services may include conducting regular monitoring beyond the initial event for a period of time to be determined through coordination with District staff, Client, and Harmony representative(s).

4.0 OWNERSHIP OF DOCUMENTS

4.1 Bowman and Blair shall furnish electronic files of the deliverables required by the Scope of Services to the Client and which will become the property of the Client. Backup documents (field notes, internal calculations, and drafts, etc.) will retained in the files of Bowman and Blair.

5.0 CLIENT'S RESPONSIBILITIES

5.1 The Client will make provisions for Bowman and Blair staff to enter upon the properties as required for performing services.

5.2 The Client will confer with the Bowman and Blair before issuing interpretation or clarification of the Bowman and Blair's work and assume responsibility for any such action taken without clarification.

5.3 The Client will provide all necessary documentation, information or contacts which are necessary to complete the scope of services. Any delay in correspondence on behalf of the Client or third parties which are necessary to complete the services may result in delay of deliverables.

6.0 GENERAL

6.1 The services performed by the Bowman and Blair shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the ecological services consulting profession in the same locale and acting under similar circumstances and conditions. Bowman and Blair shall perform its services as expeditiously as is consistent with such professional skill and care. Except as set forth herein, Bowman and Blair makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the services which may be furnished by Bowman and Blair to the Client.

6.2 This Agreement shall be binding upon the parties and their executors, administrators, personal representatives, heirs, successors, and assigns. This Agreement shall be considered to and governed by the laws of the State of Florida.

6.3 Bowman and Blair shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of Bowman and Blair.

6.4 The services will be performed on behalf of and solely for the exclusive use of Client, Owner

and its successor or assigns.

7.0 INSURANCE

Bowman and Blair agrees to the following insurance requirements.

7.1 Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

7.2 Automobile Liability Insurance in the amount of \$1,000,000 for hired and non-owned vehicles.

7.3 Professional Liability Insurance in the amount of \$1,000,000 per claim and \$2,000,000 in the aggregate.

7.4 Workers compensation in the amount of \$1,000,000

By the act of signing, the principals below affirm their authority to do so.

Authority for:

BOWMAN AND BLAIR ECOLOGY AND DESIGN, INC.

Catherine L. Bowman

_____ 9 December 2021

Catherine L. Bowman, President

Date

and

PEGASUS ENGINEERING, LLC

Date

Bowman and Blair Ecology and Design, Inc.

Firm Profile



Bowman and Blair Ecology and Design, Inc. was founded by Catherine Bowman, President, and Ronald Blair, Vice President and began providing services in January 2014. The firm's primary goal is to provide an array of ecological consulting services. The firm's secondary goal is to provide design services that are performed by an Architect Corporation within the state of Florida. Bowman and Blair is certified to provide ecological services by FDOT as a Disadvantaged Business Enterprise (DBE), by Orange County as a Woman-owned Business Enterprise (WBE), and by Osceola County. In addition to private client services, Bowman and Blair is currently a sub-consultant to provide ecological services on a number of continuing services teams for various counties and cities in Central Florida.

Ecological Services include:

- Conducting site assessments and habitat analyses, research into existing permits to support land use planning, design and management; assist in identifying land use potential as well as opportunities to integrate significant natural habitat and features into site plans;
- Performing wetland delineations/ function assessments;
- Coordinating with wetland regulatory agencies to finalize determinations and provide assistance with permitting;
- Conducting listed species habitat assessments, permitting support and preparation/implementation of required management plans;
- Providing ArcGIS mapping and AutoCAD drawings;
- Preparing/coordinating wetland mitigation and monitoring plans;
- Catherine is a FWC Authorized Gopher Tortoise Agent for providing gopher tortoise surveys, acquiring permits, and conducting/supervising relocations;
- Conducting tree inventory and invasive plant mapping;
- Conducting CUP wetland and mitigation area monitoring and reporting;
- Conducting field work in accordance with client's safety requirements and OSHA Safety and Health Regulations for Construction; Ron and Catherine have completed the 10 – Hour OSHA Hazard Recognition Training.

Personnel

Catherine L. Bowman, President



Catherine Bowman's twenty-eight year professional career as an ecological consultant is founded on an education in botany with a B.S. in Botany from the University of Central Florida and a focus on field botany. She is a member of the Florida Association of Environmental Professionals of Environmental Professionals and the Florida Native Plant Society. Catherine has conducted preliminary land use investigations, wetland delineations and assessments for local, state, and federal regulatory programs, and listed species evaluations for sites assessing vegetative community structure and hydrology related to determining wetland functional conditions and restoration/mitigation success.

Catherine is experienced in the restoration of upland and wetland habitats, as well as having a strong knowledge of native Florida plant species and their use in the urban environment. Her projects have included roadways and bridges, utility corridors, parks and trails, institutional expansions, private and commercial developments, habitat assessments and species inventories on large state-owned lands. Her project management experience has included proposal preparation; scope development and labor estimates; scheduling, participating in and overseeing field teams; collecting and analyzing data; writing technical reports; and coordinating project tasks with clients and regulatory agencies. At Bowman and Blair, Catherine provides leadership in the development and execution of all ecological services.

Ronald E. Blair, Vice President



Ronald Blair's professional career has been focused on design, construction contract documents, and project management, and he has experience managing small professional offices. He has a Bachelor of Design and master's in architecture from the University of Florida and is a licensed Florida Architect (AR0010185). His additional education includes a bachelor's degree in Environmental Studies at Rollins College and a Certificate in Natural Lands Management from the University of Florida IFAS; which further supports the firm's primary goal

of providing ecological services.

Ron's most recent experience includes 12 years of Federal sector work including projects for the

Department of Defense and Department of Homeland Security functioning as lead project architect and manager. As a staff architect for the Florida Park Service, Ron was involved in development and redevelopment at various State parks and designed numerous building types for these unique resources. He was also engaged in new park planning.

At Bowman and Blair, Ron provides CAD, GIS, and graphics deliverables required for ecological services and architectural projects. Ron also provides support for field work. Ron has been recognized as a Design Quality Control Manager by the U. S. Army Corps of Engineers and the Naval Facilities Engineering Command and will apply his experience in quality control and assurance to the development and maintenance of office and project procedures to ensure quality standards. Ron will provide supervisory control over any architectural services provided by the firm.

Amanda C. Morgan, Environmental Specialist



Amanda Morgan has served as an Environmental Specialist for Bowman and Blair since March of 2020. She has assisted with ecological assessments, ground-truthing, wetlands delineation and endangered species monitoring and surveying for both residential and commercial projects. She also serves as the junior graphic designer for Bowman and Blair with experience in topographical, land use classification and soil mapping.

Professional experience includes four years working with the University of Florida on various agricultural and environmental research projects including two years as the lead researcher on an urban stormwater runoff and pollution control project along the Wekiva River Basin. She holds a master's degree in Environmental Horticulture, which focused on native medicinal plant cultivation. Her thesis is published in the Journal of Horticulture and Forestry. Her educational background includes Florida ecology, soil properties, environmental science, botany, and landscape design and management.

Bowman and Blair Ecology and Design, Inc.**Ecological Services include:**

- Conduct site assessments and habitat analyses, research into existing permits to support land use planning, design and management;
- Assist in identifying land use potential as well as opportunities to integrate significant natural habitat and features into site plans;
- Perform wetland delineations and functional assessments, e.g. following Unified Mitigation Assessment Methodology (UMAM);
- Coordinate with client and project team to prepare, or assist with preparation of, local, state, and federal environmental permit applications; coordinate with local, state, and federal wetland regulatory agencies to finalize wetland jurisdictional determinations;
- Conduct listed species habitat assessments and surveys;
- Coordinate listed species permitting and preparation/implementation of required management plans;
- Conduct baseline and long-term monitoring of wetlands for consumptive use permits.
- Coordinate and oversee implementation of native plant installation plans for mitigation and restoration areas. Coordinate with habitat management and/or vegetation maintenance providers to ensure that cover of desirable/planted species and undesirable invasive exotic species meet permit success criteria.
- Prepare/coordinate mitigation and monitoring plans; conduct temporary and long-term monitoring of wetland mitigation areas and listed species based on permit requirements.
- Provide field botany, wildlife, and vegetative community assessments, mapping, qualitative and quantitative surveys in order to provide support to land managers.

- Conduct invasive exotic plant occurrence assessment, inventory, and mapping.

Design Services include:

- Assist in identifying land use potential as well as opportunities to integrate significant natural habitat and features into site plans;
- Planting plans for mitigation and restoration;
- Residential and public space landscape design featuring native plant materials;
- Planning for visitor use in natural resource areas;
- Full array of architectural services including surveys of existing construction, programming, schematic design and design development, construction documents, and construction phase services for new facilities and renovations with emphasis on those projects that include ecological design features;
- Architect peer design review



Bowman and Blair Ecology and Design, Inc.

Catherine L. Bowman
President, Ecologist

Professional Summary

My professional career as an ecological consultant is founded on my education in botany. I have conducted preliminary land use assessments, wetland delineations, and listed species evaluations for sites throughout Florida, and wetland jurisdictional delineations for local, state, and federal regulatory programs. I have designed and carried out multi-year studies and short-term assessments to prepare plant inventories by vegetative community type, identify listed species, and conduct relocations of rare plants. I have developed planting plans, conducted extensive on-site field evaluations for numerous upland and wetland/monitoring projects with emphasis on assessing vegetative community structure and hydrology related to determining wetland functional conditions and restoration/mitigation success.

I have experience in the restoration of upland and wetland habitats, as well as a strong knowledge of native Florida plant species and their use in the urban environment. My projects have included Project Development and Environmental Studies and Final Design Ecological Assessments for parks and trails, institutional expansions, roadways and bridges, utility corridors, Developments of Regional Impact, private and commercial developments, to habitat assessments and species inventories on large state -owned lands

My project management experience has included proposal preparation ; scope development and labor estimates; scheduling, participating in and overseeing field teams; collecting and analyzing data; writing technical reports; and, coordinating project tasks with clients and regulatory agencies.

Education

B.S., Botany 1995, University of Central Florida

Registrations/Certifications

U.S. Army Corps of Engineers: Successfully completed Certified Wetland Delineation Pilot Program

Awards

Florida Native Plant Society 2001 State Landscape Award, 2nd Place Mitigation Design for Oviedo Crossings

Florida Native Plant Society 2007 State Landscape Award 1st Place Homeowner Residential Design

Relevant Training/Courses

Herbarium Practicum: University of Central Florida (FTU Herbarium) Directed Independent Study

University of Florida: Natural Areas Management Training, Working Across Boundaries to Protect Ecosystems Segment

Florida Uniform Mitigation Assessment Methodology Training

Affiliations

- Florida Association of Environmental Professionals/Central Florida Association of Environmental Professionals
- Society of Wetland Scientists
- Botanical Society of America
- Florida Native Plant Society, Past President State society and of Tarflower (Orange County) Chapter
- Management Partners FDEP Land Management Review Team

Curriculum Vitae

Volunteer Coordination – Florida Native Plant Society (FNPS) Field trips since; special events - Wekiva Basin State Parks 2012 (Wekiva State Park Survey Team) and 2013 BioBlitz; Currently organizing the First Annual Backyard

Biodiversity Day scheduled for October 2013 Mead Botanical Garden; Tarflower FNPS Chapter E vents and Plant Sale Planning/Participation – Orlando Wetlands Festival, Leu Gardens Annual Plant Sale; Valencia Community College Learning Days

Public Education – Presentations to Master Gardeners, Garden Clubs, Neighborhood Organizations, Public Schools

Grant Application Preparation – Coordinated with Orange Audubon Society to prepare joint application for the benefit of wetland and upland restoration areas at Mead Botanical Garden

Conference Planning – 2011 Florida Native Plant Society Annual State Conference General and Social Events Planner and Field Trip Leader

Rare plant surveys/plant inventories – St. Johns River Water Management District (Ft. Drum Marsh Conservation Area and Seminole Ranch Conservation Areas Multi-year seasonal survey, data collection and synthesis), South Florida Water Management District (Kicco Management Area Listed Plant Survey), Florida Fish and Wildlife Conservation Commission (*Lygodium* Survey of Everglades Tree Islands), Florida Department of Environmental Protection (listed plant surveys Lake Wales Ridge)

FNPS Land Management Team – FDEP Review Cultural/Ecological Management Plans: Apalachicola River Wildlife and Environmental Area, Suwannee Ridge Mitigation Park Wildlife and Environmental Area Park, Lake Wales Ridge State Forest, Cary State Forest, Blackwater River State Forest, Deer Lake State Park

Native Plant Salvage, propagation and planting – multiple and on-going salvage and planting sites

Professional Experience

Conservation Land Studies

- + Ft. Drum Marsh Conservation Area, Listed Species Assessment, Indian River County, Florida. Coordinated with the St. Johns River Water Management **District's project manager and land** management staff to design sampling for listed species of birds, reptiles/amphibians, mammals, and plants; conducted plant sampling and compiled an inventory by vegetative community type (approximately 23,000 acres); scheduled and coordinated with field teams; and provided information on the presence, location, and abundance of rare plants, herpetiles, birds, mammals, and exotic/nuisance species. Sampling procedures included established and random pedestrian sampling transects, drift fences, live traps, minnow traps/nets, audio recording devices, and burrow cams.
- + *Lygodium* Survey, Everglades Wildlife Management Area, Conservation Area 3A South, Florida. Established sampling protocol in coordination with the Florida Fish and Wildlife Conservation Commission, then scheduled and conducted search for *Lygodium* sp. (climbing fern) on 10 tree island systems. Survey involved searches of approximately 303 acres.
- + Kicco Management Area Plant Inventory, Osceola County, Florida. Coordinated, designed, and conducted sampling within upland natural communities (approximately 1,653 acres). Compiled a species inventory by vegetative community type and mapped locations of listed and invasive exotic plant species in order to provide support for St. Johns River Water Management District land management decisions.
- + Seminole Ranch Conservation Area, T&E Plant Monitoring. Coordinated with the St. Johns River Water Management **District's project** manager and land management staff, as well as designed and conducted sampling by vegetative community type for listed plant species. Provided information on the presence, location, and abundance of listed and locally rare plants and exotic/nuisance species on the 29,000 -acre Seminole Ranch Conservation Area in Orange, Brevard, Seminole, and Volusia Counties, Florida.
- + St. Johns Marsh Conservation Area, Vegetation Sampling, Brevard County, Florida. Conducted sampling of random transects that were provided by the U.S. Army Corps of **Engineers'** project manager to determine the vegetative composition of the marsh and the degree of colonization by exotics and nuisance plants such as cattails (*Typha* spp.), willow (*Salix caroliniana*) and invasive exotic primrose willow (*Ludwigia peruviana*). The project area covered approximately 15 square miles.
- + Kissimmee River Restoration Evaluation Program within a 70 square mile section of the Kissimmee River restoration area, Osceola County, Florida. Conducted ground truthing (including utilizing rotary wing aircraft and airboats) and plant species identification for photointerpretation and delineation of vegetative community types within Pools A, B, C, and D of the restoration area. Participated in habitat mapping based on false color infrared aerial imagery with photointerpretation and heads-up digitizing of vegetation polygons in ArcView.

Roads, Utilities, Parks, Trails

Project manager for numerous recreational facilities, worked closely with project engineers to locate trails and structures that would enhance visitor experience while protecting and featuring sensitive vegetative communities, characteristic and listed plant and animal species. Developed planting, restoration, and enhancement plans. Conducted wildlife, wetlands, environmental assessments, and coordinated permit submittal to regulatory agencies.

- + Kelly Park at Rock Springs Run Trail Refurbishment, Orange County, FL
- + Wirz Park Bike Trail and Boardwalk, Seminole County, FL
- + Airport Lakes Park Management Plan, Orange County, FL
- + Dr. Phillips Community Park, Orange County, FL
- + Clear Lake Park, City of Orlando, FL
- + Jay Blanchard Park, Orange County, FL
- + Lake Apopka Connector Trail, Magnolia Park, Orange County, FL
- + Central Park, Phase IV, Assessment and Planning, Volusia, FL
- + Ferndale Preserve, Lake County, FL
- + West Orange Trail, "Rails-To-Trails," Orange County, FL
- + Lake Apopka Connector Trail Project-Magnolia Park to Existing Trail, FL
- + Clermont to Minneola Bike Path, Lake County, FL
- + Ward Park/Mead Gardens Bike Path, Orange County, FL
- + Jacksonville-Baldwin Equestrian Trail, City of Jacksonville, FL
- + Environmentally Endangered Land Sanctuaries Survey, and Restoration Program Design, Brevard County, FL
- + Little Econ Greenway, Phase II, West End, Orange County, FL
- + Leesburg Trails PD&E, Lake County, FL
- + Eustis Greenway Trail, Lake County, FL
- + East Orlando Bike Trail, Orange County, FL
- + Museum of Arts and Sciences, A Window in the Forest, Volusia County, FL
- + Howey-in-the-Hills Bike Trail, Lake County, FL
- + Wekiva – Seminole County Recreational Trail, Seminole County, FL
- + Tomoka River State Park Additions, Volusia County, FL
- + Little Econ Greenway Phase II, West End, Orange County, FL
- + Eastern Water Reclamation Facility Curry Ford Entrance Road, Orange County, FL
- + Little Econ Bridge Replacement at Buck road, Orange County, FL

Institutional Projects

- + Seminole Community College Oviedo Campus Master Plan, Seminole County, FL
- + Valencia Community College Criminal Justice Institute, Orange County, FL
- + Orange County Corrections Facility Expansion Site 2, Orange County, FL
- + Valencia Community College East Campus, Orange County, FL
- + Orange County Public Schools Wedgefield Alternate School Sites Study, Orange County, FL
- + Orange County Public Schools Eatonville Surplus Site Formal Wetland Determination, Orange County, FL
- + Orange County Public Schools East River High School Bus Transportation Access Study
- + Lake Sumter Community College Baseball Field Gopher Tortoise Management Plan and Relocation

Rare and Imperiled Habitats Experience

Conducted hundreds of qualitative/quantitative surveys for federal and state listed plant and animal species in imperiled habitats such as scrub, sandhill, and pine rocklands. Representative species include gopher tortoise, sand skink, Florida scrub-jay, **Eastern Indigo snake**, **Florida mouse**, **Sherman's fox squirrel**, **Florida pine snake**, **gopher frog**, **short-tailed snake**, **Curtiss' milkweed**, **Florida bonamia**, **sand butterfly pea**, **butterfly pea**, **scrub buckwheat**, **garberia**, **scrub pinweed**, **scrub lupine**, **sandhill spiny -pod**, **Briton's beargrass**, **papery whitlow-wort**, **scrub milkwort**, **Small's jointweed**, **scrub plum**, **hidden stylisma**, **pygmy fringe tree**, and **clasping warea**.

Representative projects include the following:

- + Dr. Phillips Community Park, Habitat and Listed Species Assessments and Permitting, (wetlands, listed scrub plants, gopher tortoise, indigo snake considerations) Orange County, FL

- + Orange Lake County Club, Orange County, FL, Habitat Assessment, Listed Plant Surveys and relocation coordination
- + Shelter Cove, Coastal Scrub Assessments, Flagler County, FL
- + Plantation Oaks of Ormond, Site Planning, Habitat Assessment, Gopher Tortoise Management Plan, Coordination of Plant Salvage, Volusia County, FL
- + Pine Ridge Landfill, Listed Plant Survey and Relocation Coordination, Orange County, FL
- + Fort Drum Marsh Conservation Area, Listed Species Surveys, Indian River County, FL
- + KICCO Management Area, Listed Species Survey and Mapping, Osceola County, FL
- + South Lake Trail, Phase II, Lake County, FL
- + Florida Audubon Society, Plant Inventory Ft. Lauderdale Preserve Site, Broward County
- + Everglades Area 4A, FWC Tree Island *Lygodium* (invasive exotic fern) Survey, Miami-Dade County, FL

Residential and Commercial Projects

- + Halifax Plantation DRI, Permitting, Mitigation, Gopher Tortoise Management Plan, Volusia County, FL
- + Plantation Oaks PUD, Wetland Permitting and Mitigation, CUP Monitoring, Volusia County, FL
- + Southchase DRI Permitting and On-site Mitigation Monitoring (on-going), Orange County, FL
- + World Gateway DRI, On-site and Off-site Mitigation Monitoring, Gopher Tortoise Humane Relocation, Red-cockaded woodpecker management plan execution, Orange County, FL
- + River Oaks Reserve PUD and permitting to Econlockhatchee River RHPZ regulations, Seminole County, FL
- + Oviedo Crossings Mall On-site Mitigation Wetland and Upland Planting and Monitoring, Seminole County, FL
- + Spring of Life Church, Orange County, FL

Restoration and Mitigation Experience

- + Post and Lumber Wetland Remediation and Restoration Permitting, Planting and Monitoring – 5 years, Gadsden County, FL
- + Westyn Bay On-site Mitigation Areas Monitoring – 5 years, Orange County, FL
- + Halifax Plantation On-site Wetland Creation Areas Monitoring and on-going CUP Monitoring – 1998 to present, Ormond Beach, FL
- + Shelter Cove On-site Tidal Wetland Restoration Area Monitoring – 3 years, Beverly Beach, Flagler County, FL
- + Southmeadow at Southchase On-site Wetland Enhancement Planting Plan and Monitoring – 10 years+, Orange County, FL
- + Orange Lake Country Club West Golf Course and Lake Britt Wetland Restoration and Conservation Areas Monitoring – 5 years+, Orange County, FL
- + World Gateway Lake Hart Off-site Wetland Restoration Planting and Monitoring – 10 years+, Orange County
- + Ormond Lakes Phase I and II On-site Mitigation Areas Planting Plan and Monitoring, Ormond Beach, FL
- + Orlando Easterly Wetlands Vegetation Monitoring, Orlando Wetlands Park – Tertiary Treatment of Wastewater in Created Wetlands System, City of Orlando, FL
- + River Oaks Reserve PUD Phase I and II Mitigation Areas Monitoring, Seminole County, FL
- + Allen Broussard Conservancy Cypress Wetland Restoration, Osceola County, FL
- + Cornerstone at Lake Hart, On-site Mitigation Area Planting Plan/Compliance Monitoring, Orange County, FL
- + Gateway Daytona On-site Mitigation Areas Compliance Monitoring, Volusia County, FL
- + Preserve at Palm Coast, Wetland Restoration Planting Plan and Compliance Monitoring, Flagler County, FL
- + C. R. 314 Sharpes Ferry Bridge Design-Build Wetland Restoration Planting Plan/Installation and Baseline Monitoring, Marion County, FL
- + Douglas Property, Dunedin, FL, Pinellas County; 1 year floristic inventory November 2021 – November 2022
- + Coastal Conservation Areas, City of Satellite Beach, FL, Update Management Land Manage Plan
- + Hydrology Studies
- + St. Johns Marsh Conservation Area Vegetation Sampling, U. S. Army Corps of Engineers Water Elevation Control Study, Brevard County
- + Kissimmee River Restoration Evaluation Program, South Florida Water Management District 5 Year Monitoring of Restored Sections, Osceola County
- + Wetland Assessment for Central Florida Coordination Area, South Florida Water Management District, Study of Long-term Effects of Consumptive Use Water Permits, Orange and Osceola counties
- + Plantation Oaks of Ormond, CUP permitting and monitoring, Volusia
- + Town of Oakland CUP Baseline Monitoring, Orange County

- + St. Johns River Water Management District Bull Creek Management Area Plant Survey, St. Johns River Water management District, Osceola County, FL
- +

Utility Projects

- + Orange County Stormwater Pond Sustainability Study, Feasibility Study of Reducing Maintenance Costs by Planting Native Plants, Orange County, FL
- + Alaquia Lakes Subdivision, Reclaimed Water Main, Seminole County, FL
- + Orange County Environmental Lands Stewardship Program, Orange County, FL
- + Sunland Estates Subdivision, Stormwater Retrofit, Seminole County, FL
- + Orlando Utilities Commission Solar Array, Site Assessment and Landscape Coordination Seminole County Reclaimed Water Retrofit Program, Phase V, Seminole County, FL
- + S.R. 528/Shingle Creek Utility Relocation, Orange County, FL
- + Orange County Landfill Southern Expansion wetland delineation and gopher tortoise surveys, Orange County, FL
- + Florida Power Ross Prairie Transmission Line Evaluation of Hazard Trees, Marion County, FL
- + Brevard County Central Disposal Facility Expansion Area, Brevard County, FL
- + Orange County Landfill Consumptive Use Permit Max Hall Park Wetland Monitoring, Orange County, FL
- + Pine Ridge Landfill Expansion Site, Floristic Inventory, Orange County, FL
- + Lake Burden Fire Station On-site Mitigation Area Monitoring, Orange County, FL

Roadways and Bridges, Site Assessments and Permitting

Site Assessments, Wetland Delineations, Listed Species Surveys and Management Plans, Permitting, Mitigation Coordination

- + Flagler County, Volusia County, Palm Beach County, Orange County, Lake County, Sarasota and Manatee Counties, City of Gainesville, Marion County, FL
- + FDOT District 2 and 5

Publications / Presentations

- Silverberg, D.J., M.A. Mossler, R.L. Thomas, and C.L. Read. 1995. Environmental assessment for an integrative approach to melaleuca management in the state of Florida. U.S. Army Corps of Engineers, Jacksonville, Florida. 42 pp.
- Silverberg, D.J., C.L. Read, and R.L. Thomas. 1998. Preliminary Environmental Assessment for the Dredged Material Management Area BV-NASA, Brevard County Florida. U.S. Army Corps of Engineers, Jacksonville, Florida. 24 pp.
- Bowman, C. L. 2012. Restoration and Recreation at a Gopher Tortoise Mitigation Bank, Participation in the Land Management Review of Suwannee Ridge Mitigation Park Wildlife and Environmental Area. The Palmetto, Volume 29.3. 4 pp.
- Bowman, C. L. and Blair, R. E. 2012. Discoveries in the Vast Apalachicola River Wildlife and Environmental Area, Participation in the Land Management Review of the Apalachicola River Wildlife and Environmental Area. Palmetto, Volume 29:1. 4 pp.
- Bowman, C. L. and Godts, M. Native Landscaping Plants for Dry Sun. July 2013. Presentation to Orange County Chapter, Florida Native Plant Society
- Bowman, C. L. February 2011. To Pull or Not to Pull – Is this a Weed? Presentation to Orange County Chapter, Florida Native Plant Society.
- Bowman, C. L. and Godts, M. Native Landscaping Plants for Dry Shade. October 2011. Presentation to Orange County Chapter, Florida Native Plant Society
- Bowman, C. L. April 2011. Notes on Landscaping with Natives for Central Florida, Presentation to University of Florida IFAS District III Master Gardener Conference.
- Bowman, C. L. and Silverberg, D. J. April 2009. Wetlands and Not-so-wet-lands. Presentation and field trip for Orange County Chapter, Florida Native Plant Society

Professional Employment History

- Bowman and Blair Ecology and Design, Inc. – President and co-owner September 2013 to present
- Lotspeich and Associates, Inc. 1993-2012, Project Manager; January 2013 – August 2013 Lotspeich and Associates, Inc. a GAI company, Sr. Project Environmental Specialist, Prepare proposals, scopes of services, and budgets; manage project tasks and schedules; conduct field assessments; compile data; compose technical reports; coordinate with clients and permitting agencies
- First Investment Mortgage Company – 1982 – 1984 Mortgage Loan Processor
- Financial Security Savings and Loan, 1979 – 1981 Mortgage Loan Processor

Professional References

Dr. Eliane Norman, Professor Emeritus, Stetson University 407 539-0803

Nancy Bissett, Owner, The Natives, Inc. 863.422.6664

Karina Veaudry, Landscape Architect, Native Florida Consulting, Inc. 321.388.4781

Marc Godts, Owner Green Isle Gardens Native Nursery 352.396.6831

Dr. Walter Taylor, Professor Emeritus, University of Central Florida 407.671.7343

6Aiii.

Attachment "B"

The Estates

David Hamstra

Subject: Harmony Community Development District (CDD) | The Estates

From: Brandon Duncan <bduncan@atlanticpipe.us>
Sent: Wednesday, December 8, 2021 12:10 PM
To: David Hamstra <david@pegasusengineering.net>
Subject: Harmony Community Development District (CDD) | The Estates

David,

Please see attached three separate proposals and three separate scopes of work. The proposals and scopes are as follows:

- 1221-1400A – Directives 1-4 below (Highlighted Yellow)
- 1221-1400B – Directive 5 Below (Highlighted Blue)
- 1221-1400C – Both Projects combined

Please note, these proposals are estimated hourly (for VAC and TV Truck). Given our inability to look into the pipes (surcharged systems) and reasonably determine how dirty they are, these are purely estimated times. Billing will reflect actual times on site.

Let me know if you have any questions or concerns.

Thank you for considering APS for these services.

Best Regards,



Brandon Duncan
Business Development Manager

Office. 407-792-1360
Mobile. 813-347-3428
1420 Martin Luther King Jr, Blvd
Sanford, FL 32771
www.atlanticpipe.us
bduncan@atlanticpipe.us

From: David Hamstra <david@pegasusengineering.net>
Sent: Friday, November 26, 2021 4:42 PM
To: Brandon Duncan <bduncan@atlanticpipe.us>
Cc: Teresa Kramer <teresa@harmonyccd.org>; Montagna, Angel <Angel.Montagna@inframark.com>; Perez, Brett <Brett.Perez@inframark.com>; Van der Snel, Gerhard <Gerhard.Vandersnel@inframark.com>
Subject: Harmony Community Development District (CDD) | The Estates

Good Afternoon Brandon,

I trust you had a wonderful Thanksgiving with family and friends! As we discussed last week, I have a new assignment that requires a quote from APS for the above referenced project.

The following is the anticipated scope of work (please refer to the attached exhibit):

1. Remove the sediments from five (5) drainage structures (four inlets and one manhole). More specifically, Inlets #2, #4, #9, and #10, and the manhole next to Inlet #4.
2. Remove the sediments from the existing 12-inch and 15-inch storm pipes depicted on the attached exhibit. Please add the existing pipe between Inlet #10 and the County's right-of-way.
3. Once the sediments have been properly removed from the inlets and pipes, perform a CCTV inspection.
4. Note that the entire storm sewer systems are submerged given the wet detention ponds. Therefore, bladders will be required to isolate each system from the County's right-of-way.
5. Please provide a Bid Alternate to also perform a CCTV inspection of the remaining storm pipes located outside the County's right-of-way (Inlet #1 and pipe, Inlet #3 and pipe, Inlet #5 and pipe, Inlet #6 and pipe, Inlet #7 and pipe, and Inlets #11 and #12 and pipes).

If you have any questions, please feel free to call me early next week. Our next CDD Board of Supervisors meeting is December 16th so if possible, I will need your quote by December 8th in order to add to the agenda package.

Until then, have a great weekend!

Respectfully,

David W. Hamstra, P.E., CFM
Stormwater Department Manager | Pegasus Engineering, LLC
301 West State Road 434, Suite 309 | Winter Springs, Florida 32708
407-992-9160 work (extension 309) | 407-247-0003 cell
david@pegasusengineering.net





1420 Martin Luther King Jr.
Blvd Sanford, Florida 32771
P: (407) 792-1360
info@atlanticpipe.us

Florida's Commercial Pipeline Cleaning, Inspection and Rehab Specialist

PROPOSAL 1221-1400A

Proposal Submitted To: Pegasus Engineering	Phone: 407.247.0003	Date: 12/08/21
Street: 301 West State Road 434 Suite 309	Job Name: The Estates - Directives 1-4	
City, State, Zip Longwood, FL 32708	Job Location: 7134 Glen Trail, Harmony, FL 34773	
Attn: David Hamstra	E-Mail: david@pegasusengineering.com	

Quantity	Description	UOM	Rate	Total
20	21400: TV Truck Hourly Rate	HR	\$210.00	\$4,200.00
20	21500: VAC Truck Hourly Rate	HR	\$260.00	\$5,200.00
3	22001/22002: Set Plug	EA	\$550.00	\$1,650.00
3	22010/22011: Remove Plug	EA	\$350.00	\$1,050.00
1	22020: Plug Rental 12x24 Weekly	Per Week	\$385.00	\$385.00
1	22021: Plug Rental 15x30 Weekly	Per Week	\$450.00	\$450.00
2	25005: Offsite Disposal Fee	EA	\$650.00	\$1,300.00
1	25011: Pump and Pump Accessory Rental	Per Week	\$1,250.00	\$1,250.00
1	25012: Consumables FLEX TUBE	LS	\$350.00	\$350.00
1	25004: Water Meter Acquisition	EA	\$350.00	\$350.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL				\$16,185.00

Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
	30" Diameter	20.00%	6"	Debris
	36" Diameter	20.00%	7"	Debris
	42" Diameter	15.00%	6"	Debris
	48" Diameter	15.00%	7"	Debris
	54" Diameter	10.00%	5"	Debris
60" Diameter	10.00%	6"	Debris	
In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.				



1420 Martin Luther King Jr. Blvd
 Sanford, Florida 32773
 P: (407) 792-1360
 info@atlanticpipe.us

We propose to hereby furnish the following:

Our proposal includes all labor, material, equipment and workmanship to perform storm drainage cleaning and inspections at the above referenced project.

Quantities within proposal are for estimating purposes. Billing will reflect actual quantities and/or times performed in the field.

Permitting to be provided by others.

Customer Responsibilities

- Local facility or dump-site for disposal of debris / waste material removed from project location
- Local metered water supply (Access on Site)
- Access to secure site for storage of equipment and materials
- Exposure of all structures and access to all work areas without delay
- Stabilized Access to work areas - Two Wheel Drive Accessible only
- Traffic Control - If Applicable

Qualifications

- Any delays beyond the direct control of APS will be subject to an hourly charge for each unit on site.
- Weekend and Night Work may be subject to increased rates.
- Any unforeseen or abnormal pipeline or site conditions will be subject to renegotiation without penalty to APS
- Payment terms are NET 30 days of invoice date
- This proposal is valid for 30 days from the date of submission

APS Representative	Brandon Duncan - Bus Dev Mgr		
Signature	Brandon Duncan	Digitally signed by Brandon Duncan Date: 2021.12.08 11:28:39 -05'00'	Date 12/8/21

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Client Representative:			
Signature		Date	

ATLANTIC PIPE SERVICES, LLC

STANDARD TERMS & CONDITIONS OF BUSINESS

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771 (Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

PAYMENT TERMS: Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services /work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection, including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

DOWNTIME/STOPPAGES/ADDITIONAL WORK: In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

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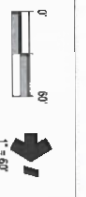
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7134 Oak Glen Trail, Harmony, FL 34773

Directives #1 - #4

Set plug



LEGEND

- Site Address
- SEWER SEDIMENT REMOVAL STRUCTURE
- CONTINUOUS
- CONTROL STRUCTURE
- CURB INLET
- DEI
- MANHOLE
- MES
- PIPES
- OPEN CHANNELS
- POND
- Drainage Basins
- Sanitary Manhole
- Sanitary Pipes
- GRAVITY
- FORCE MAIN

THE ESTATES - NEIGHBORHOOD E DRAINAGE MAINTENANCE PROGRAM
HARMONY COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA



Pegasus ENGINEERS
 Pegasus Engineering, LLC
 301 West SR 434, Suite 309
 Winter Springs, Florida 32708
 Phone: 407.919.9199
 Fax: 407.585.9195

State of Florida Board of Professional Engineers
 Certificate of Registration No. 27170

JOB NO. MEC-22055
 DRAWN BY: DMT
 APPROVED BY: DMT
 DATE: 11/28/21

EXHIBIT

1



1420 Martin Luther King Jr.
Blvd Sanford, Florida 32771
P: (407) 792-1360
info@atlanticpipe.us

Florida's Commercial Pipeline Cleaning, Inspection and Rehab Specialist

PROPOSAL 1221-1400B

Proposal Submitted To: Pegasus Engineering	Phone: 407.247.0003	Date: 12/08/21
Street: 301 West State Road 434 Suite 309	Job Name: The Estates - Directives 5	
City, State, Zip Longwood, FL 32708	Job Location: 7134 Glen Trail, Harmony, FL 34773	
Attn: David Hamstra	E-Mail: david@pegasusengineering.com	

Quantity	Description	UOM	Rate	Total
24	21400: TV Truck Hourly Rate	HR	\$210.00	\$5,040.00
24	21500: VAC Truck Hourly Rate	HR	\$260.00	\$6,240.00
4	22001/22002: Set Plug	EA	\$550.00	\$2,200.00
4	22010/22011: Remove Plug	EA	\$350.00	\$1,400.00
2	22021: Plug Rental 15"x30" Weekly	Per Week	\$450.00	\$900.00
2	22022: Plug Rental - 24"x48" Diameter	Per Week	\$850.00	\$1,700.00
3	25005: Offsite Disposal Fee	EA	\$650.00	\$1,950.00
2	25011: Pump and Pump Accessory Rental	Per Week	\$1,250.00	\$2,500.00
1	25012: Consumables FLEX TUBE	LS	\$350.00	\$350.00
1	25004: Water Meter Acquisition	EA	\$350.00	\$350.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL				\$22,630.00

Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
	30" Diameter	20.00%	6"	Debris
	36" Diameter	20.00%	7"	Debris
	42" Diameter	15.00%	6"	Debris
	48" Diameter	15.00%	7"	Debris
	54" Diameter	10.00%	5"	Debris
60" Diameter	10.00%	6"	Debris	
In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.				



1420 Martin Luther King Jr. Blvd
Sanford, Florida 32773
P: (407) 792-1360
info@atlanticpipe.us

We propose to hereby furnish the following:

Our proposal includes all labor, material, equipment and workmanship to perform storm drainage cleaning and inspections at the above referenced project.

Quantities within proposal are for estimating purposes. Billing will reflect actual quantities and/or times performed in the field.

Permitting to be provided by others.

Customer Responsibilities

- Local facility or dump-site for disposal of debris / waste material removed from project location
- Local metered water supply (Access on Site)
- Access to secure site for storage of equipment and materials
- Exposure of all structures and access to all work areas without delay
- Stabilized Access to work areas - Two Wheel Drive Accessible only
- Traffic Control - If Applicable

Qualifications

- Any delays beyond the direct control of APS will be subject to an hourly charge for each unit on site.
- Weekend and Night Work may be subject to increased rates.
- Any unforeseen or abnormal pipeline or site conditions will be subject to renegotiation without penalty to APS
- Payment terms are NET 30 days of invoice date
- This proposal is valid for 30 days from the date of submission

APS Representative	Brandon Duncan - Bus Dev Mgr		
Signature	Brandon Duncan	<small>Digitally signed by Brandon Duncan Date: 2021.12.08 11:29:08 -05'00'</small>	Date 12/8/21

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Client Representative:			
Signature		Date	

ATLANTIC PIPE SERVICES, LLC

STANDARD TERMS & CONDITIONS OF BUSINESS

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771 (Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

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REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection, including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

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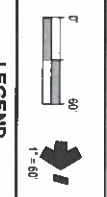
COPY



7134 Oak Glen Trail, Harmony FL 34773

Alternate

We suspect that # 3 Inlet runs South ILO West.



LEGEND
 SinaAddress
 Sediment Removal Structure
 CONTAINERS
 CONTROL STRUCTURE
 CURB INLET
 DIBI
 MANHOLE
 MES
 PIPES
 OPEN CHANNELS
 POND
 Drainage Basins
 Sanitary Manhole
 Sanitary Pipes
 GRAVITY
 FORCE MAIN

THE ESTATES - NEIGHBORHOOD E DRAINAGE MAINTENANCE PROGRAM
HARMONY COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA



Pegasus
 CONSULTANTS
 Pegasus Engineering, LLC
 301 West SR 434, Suite 309
 Winter Springs, Florida 32708
 Phone: 407.266.4150
 Fax: 407.266.4155

State of Florida Board of Professional Engineers
 Certificate of Authorization No. 27170

JOB NO. MS-C-2205
 DRAWN BY DCS
 APPROVED BY DMH
 DATE 11/20/21

EXHIBIT
1



1420 Martin Luther King Jr.
Blvd Sanford, Florida 32771
P: (407) 792-1360
info@atlanticpipe.us

Florida's Commercial Pipeline Cleaning, Inspection and Rehab Specialist

PROPOSAL 1221-1400C

Proposal Submitted To: Pegasus Engineering	Phone: 407.247.0003	Date: 12/08/21
Street: 301 West State Road 434 Suite 309	Job Name: The Estates - Directives 1-5	
City, State, Zip Longwood, FL 32708	Job Location: 7134 Glen Trail, Harmony, FL 34773	
Attn: David Hamstra	E-Mail: david@pegasusengineering.com	

Quantity	Description	UOM	Rate	Total
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1	25004: Water Meter Acquisition	EA	\$350.00	\$350.00
4	25005: Offsite Disposal Fee	EA	\$650.00	\$2,600.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL				\$32,820.00

Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
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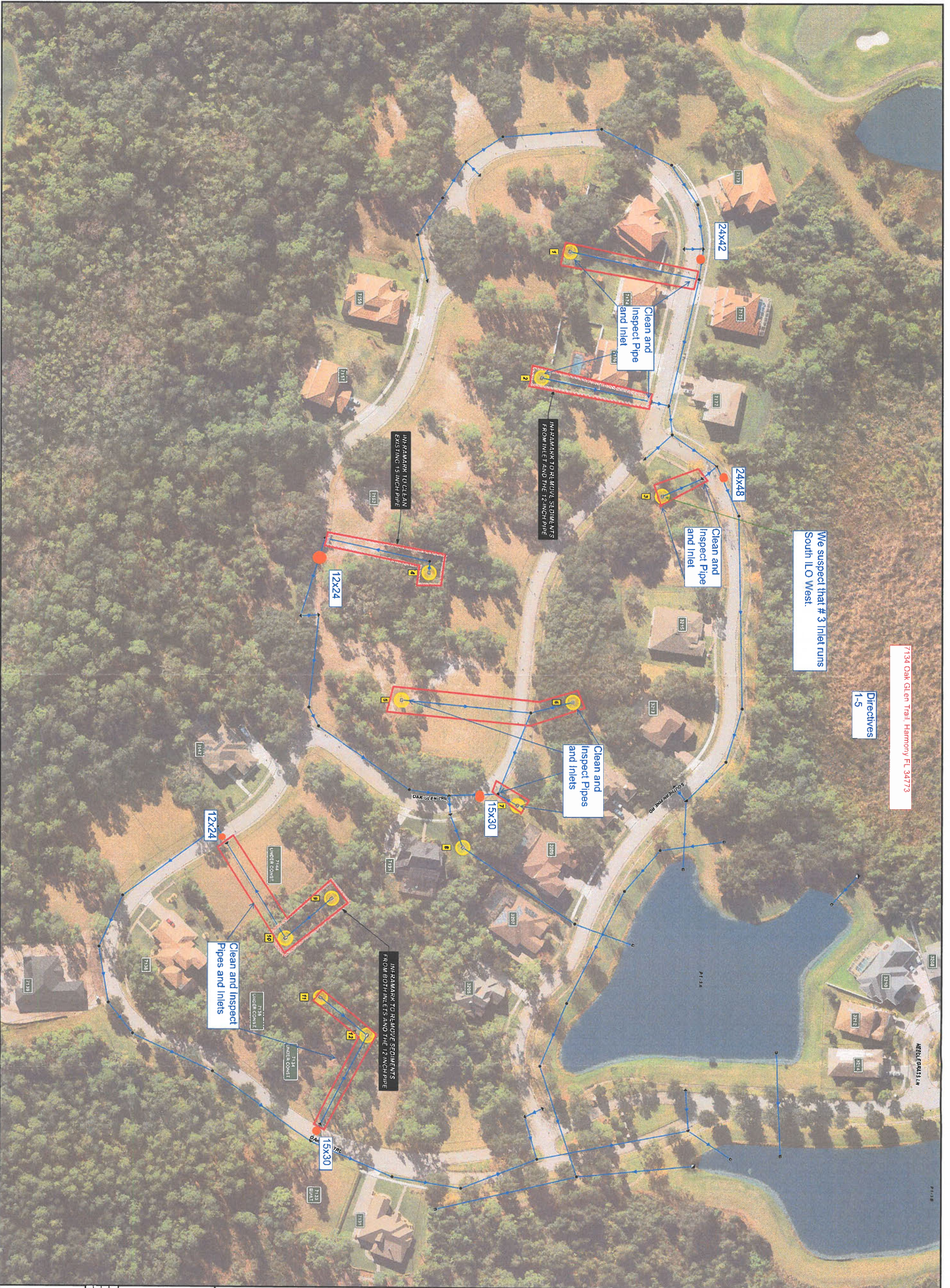
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7134 Oak Glen Trail, Harmony FL 34773

Directives 1-5

We suspect that # 3 Inlet runs South ILO West.

IN-HAMMAM TO REMOVE SEDIMENTS FROM BOTH INLETS AND THE 12 INCH PIPE

IN-HAMMAM TO REMOVE SEDIMENTS FROM INLET AND THE 12 INCH PIPE

IN-HAMMAM TO CLEAN EXISTING 12 INCH PIPE

LEGEND

Sanitary Pipes

- Sanitary Manhole
- Drainage Basins
- Force Main
- Gravity
- Open Channels
- Pond
- Pipes
- Manhole
- DI
- Control Structure
- Continues

THE ESTATES - NEIGHBORHOOD E DRAINAGE MAINTENANCE PROGRAM

HARMONY COMMUNITY DEVELOPMENT DISTRICT

OSCEOLA COUNTY, FLORIDA

Scale of Plans: Board of Professional Engineers

Order No. 4023023189

Job No. MSC-22056

Drawn By: DGC

Approved By: DMH

Date: 11/27/2021

EXHIBIT 1

6B

6B.i.

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

- I. Tree Care Policy- Discussion of any Updates from Workshop [Updated DRAFT from Workshop Attached]
- II. Towing Contract – Update [Attached]
- III. Sunshine Law- Social Media Posts – [Memorandum Attached]
- IV. Florida Commission on Ethics Opinion re Meeting Space - Update

HARMONY COMMUNITY DEVELOPMENT DISTRICT TREE CARE POLICY

SECTION I: SAFETY

Harmony Community Development District (District) Trees will be maintained in a manner that puts the safety of people and property first, and respects the health and well-being of the trees. Therefore, all tree care operations in the community will be guided by The American National Standards Institute (ANSI) Z133 safety standards and ANSI A300 Standards for Tree Care Operations which represents the tree care industry's consensus on tree care practices. The standards will be used by the District to prepare tree care contract specifications.

These safety standards must be strictly followed to provide workers and bystanders a safe environment and to protect the health and well-being of the trees. These standards will be followed when conducting work on District trees.

When conducting work in high traffic areas of foot or vehicle traffic, partial closures may be necessary to conduct work safely. Partial closures are always necessary when doing aerial lift operations. The District will, whenever possible, provide District residents adequate notice of closures.

SECTION II: TREE PLANTING, PRUNING, MAINTENANCE, AND REMOVAL STANDARDS AND OPERATIONS:

All maintenance work on trees located in the District right-of-way (including, but not limited to, trimming, or pruning), shall follow the International Society of Arboriculture Tree Pruning Guidelines and the Standard Practices for Tree Care Operations: Tree, Shrub, and other Woody Plant Maintenance (ANSI A300).

When maintaining clearance cuts for vegetation management (i.e., trimming over roads and sidewalks where clearance is required) care must be taken not to cause any undo harm to the tree.

When it is required to trim or remove hazardous trees and or limbs over private property, these operations will be conducted with due care not to use private property for these operations without written consent from the property owner. If there is a conflict between workers and property owners, all work will cease until the matter is resolved. The consent form is attached and incorporated as a part of this policy.

SECTION III: PRIVATE PROPERTY OWNERS PRUNING PORTIONS OF DISTRICT TREES EXTENDING OVER PRIVATE PROPERTY OWNER'S PROPERTY IS DISCOURAGED

Unless otherwise set forth by the District in writing, the planting, maintenance, or removal of any tree located in the District right-of-way by anyone other than the District is strictly prohibited.

Based on real estate studies trees can add an average of 2% of the value of the house and property. In some instances, trees are the focal point of the property.

When private property owners take it upon themselves to trim the limbs of a District tree which hang over their property line, the overall tree maintenance program of the District would suffer. Trees would not be trimmed in a consistent manner and the work would not meet the required standards.

The District therefore strongly encourages private property owners not to undertake trimming of District Trees. Moreover, it is unlawful for a private property owners to trim District trees beyond their property line or to cause detrimental harm to the District tree and the District will take remedial action should any unlawful tree trimming or tree damage take place. This could mean private property owners having to pay to replace a tree.

If a private property owner insists on trimming branches that extend over the private property owner's property, or to cut roots of District trees that are on the private property owner's property, the District strongly encourages the private property owner to consult with the District so that professional arborist services may be offered to mitigate potential damage.

If the private property owner persists in doing the work, the District Manager will document that the private property owner was offered professional assistance in the event of detrimental harm to the tree.

The attached waiver and consent agreement is necessary for private property owners who desire the District to undertake trimming of District trees where access on private property would be necessary to implement the tree pruning program outlined above.

If a private property owner refuses to authorize the District to enter upon private property to undertake necessary tree pruning of a District tree, if determined necessary in order to protect the District infrastructure, the District may require a property owner to trim, cleanup, support or repair or perform other maintenance to any portion of the tree located within the private property owner's property.

SECTION IV: UNDERGROUND OPERATIONS

Underground operations include:

- Trenching
- Replanting/planting
- Stump grinding
- Staking/guying

Prior to performing any underground operations, the District or its contractor will request underground locates by all listed companies that have underground utilities in the specified area of work. The District or contractor doing the underground operations will not start work until all underground utilities within the work area are cleared and marked.

When a street tree must be removed or replaced for any reason, there is the possibility of damage to sidewalks and any unmarked utilities. These issues will be handled on a case-by-case basis and due care must be taken to minimize extra cost due to these operations.

SECTION V: TREE RISK ASSESSMENTS

Tree risk assessment is an ongoing operation due to weather events, biotic/abiotic events, and unforeseen events. Any tree assessment on District owned trees shall be completed by a certified assessor or TRAQ. A written report should be provided. The risk assessor routinely provides mitigation strategies, but the decision on the strategy to be used is ultimately up to the District.

Note: Most certified arborists conduct risk assessment when providing maintenance to trees. If something is found to be dangerous during these operations, the District Manager will be notified of these findings.

SECTION VI: TREE INVENTORY

A tree inventory of street trees will be conducted as it is helpful for maintaining and budgeting resources for trees. The main purpose of a tree inventory is to track tree maintenance, risk assessments, and creation of tree care budget. Listed in a tree inventory will be tree species, estimated canopy size, caliper size of main stem, outward observation of overall tree health and estimated cost for tree replacement. According to the Council of Tree and Landscape Appraisers, there are two methods of tree appraisals and is determined based on the client's needs.

- First method: the trunk formula method, this approach is for trees that may be too large to replace. It would also be based on species and health at the time.
- Second method: is for replacement cost, this based on a point system accounting tree size, species, condition, and location.

SECTION VII: ROOT EXCAVATIONS

Root excavations are a specialized operation used when there are compaction issues from construction or traffic around trees. It is also used when the root system needs to be examined for tree risk assessment investigations. These are done on a case-by-case basis and based on size of the root system and/or if replacement dirt is needed.

SECTION VIII: PEST MANAGEMENT AND DISEASE CONTROL

Integrated pest management is the goal to mitigate using chemical means. If chemical means are necessary, it will be sub-contracted to a licensed professional. In the event there is an infestation of any kind, it is in the best interest to use all resources available. This includes identifying insects, blights, fungus and other pests and diseases. County Extension services provide a great resource for identification and mitigation. Early detection is the key to stopping an outbreak of pests. The District will have the trees evaluated, at least annually, for any signs of disease or pest infestation and will act promptly to treat any that are found. In the event of a root grafting outbreak, trenching root systems may be required to stop the spread.

**HARMONY COMMUNITY DEVELOPMENT DISTRICT
TREE MAINTENANCE AND TRIMMING WAIVER AND CONSENT**

Harmony Community Development District (the “District”) has identified District tree(s) that reach over or extend onto your property that require entry onto your property for trimming. The District’s maintenance and care of the trees is for the protection of the community, the trees, and the adjacent property. To prevent potential injury or property damage from unkept trees due to weather, natural degradation or rot, the District needs access and permission to enter your property to maintain a District tree. In an effort to protect our community, as well as the health of our trees, the District is asking for your cooperation in successfully caring for its trees.

All tree care operations on District trees will be guided by ANSI Z133 safety standards, which will be strictly followed to provide a safe environment for your property, workers and bystanders. Additionally, all maintenance work on District trees, including, but not limited to, trimming, or pruning, shall follow the International Society of Arboriculture Tree Pruning Guidelines and the Standard Practices for Tree Care Operations: Tree, Shrub, and other Woody Plant Maintenance (ANSI A300).

The District requests that you not attempt to undertake this tree maintenance as you will be liable for any damage to the health of the District’s tree that results from work which you conduct.

With your signed permission, the tree maintenance work will be conducted within 7-14 days. The District will provide you twenty-four (24) hour advanced notice at the email or telephone number provided below.

I, _____ certify that I am the owner of the property located at (insert address): _____

I give my consent for the District and its contractors to enter onto my property, at the address listed above in order to maintain trees owned by the District and remove all debris from this process from my property. I further acknowledge that I agree to indemnify and hold the District, its employees, contractors, and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney fees and expenses arising out of any act or omission on the part of the vendor, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed.

Signature

Phone Number

Printed Name:

Email

Date

**AGREEMENT BETWEEN ST. CLOUD TOWING & COLLISION, INC.
AND HARMONY COMMUNITY DEVELOPMENT DISTRICT
REGARDING TOWING SERVICES**

THIS AGREEMENT made and entered into this __ day of December, 2021, by and between St. Cloud Towing & Collision, Inc., an independent contractor (“Contractor”), whose address is 605 East 13th Street, 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. 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. 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. 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. 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 be 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

St. Cloud Towing & Collision, Inc.
ATTN: Richard Mendez
605 East 13th Street
Saint Cloud, FL 34769

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.

**ST. CLOUD TOWING & COLLISION,
INC.**

**HARMONY COMMUNITY
DEVELOPMENT DISTRICT**

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

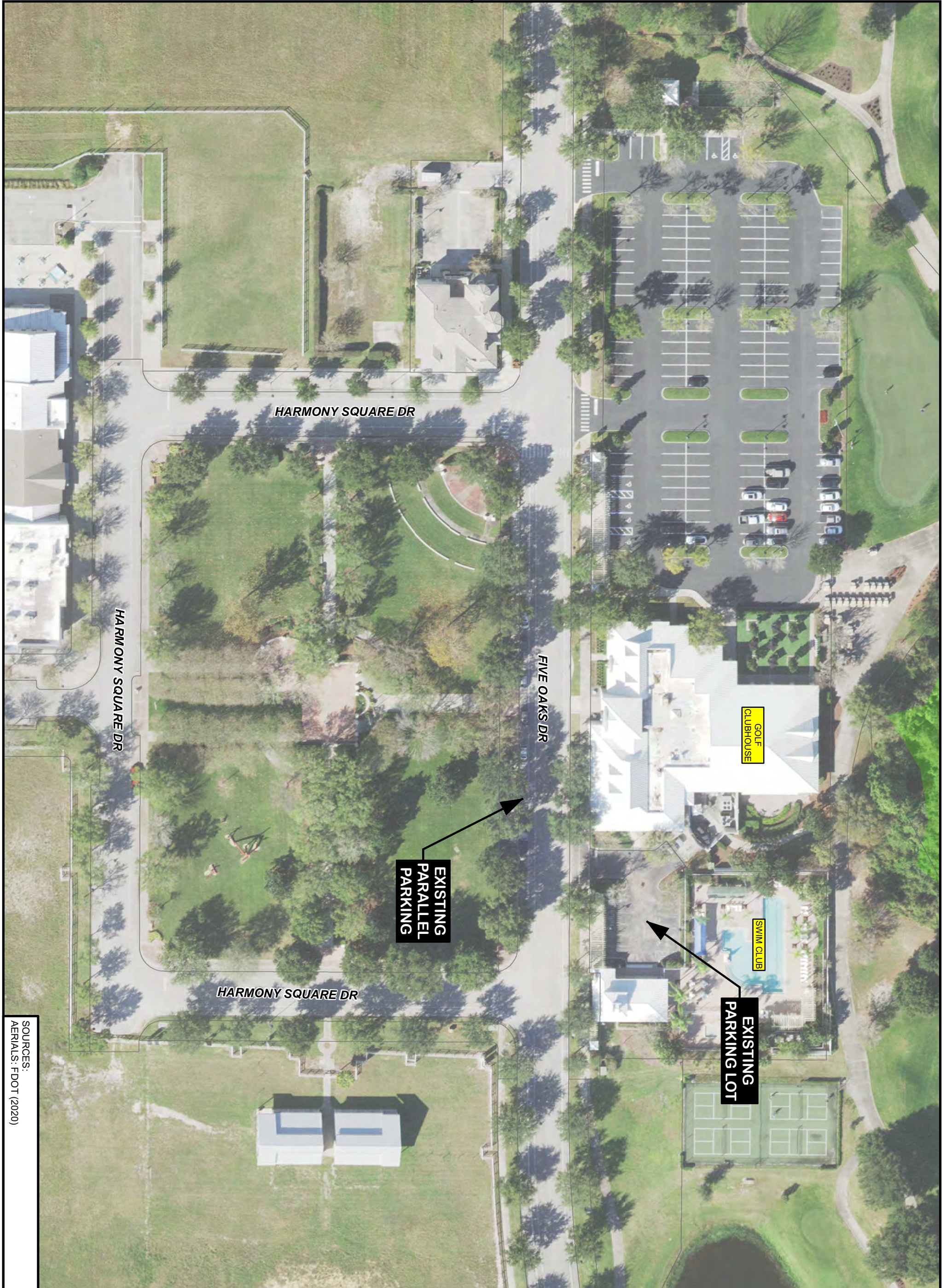
HARMONY COMMUNITY DEVELOPMENT DISTRICT

Attest:

 Teresa Kramer, Chairwoman
 Harmony CDD Board of Supervisors

 District Manager

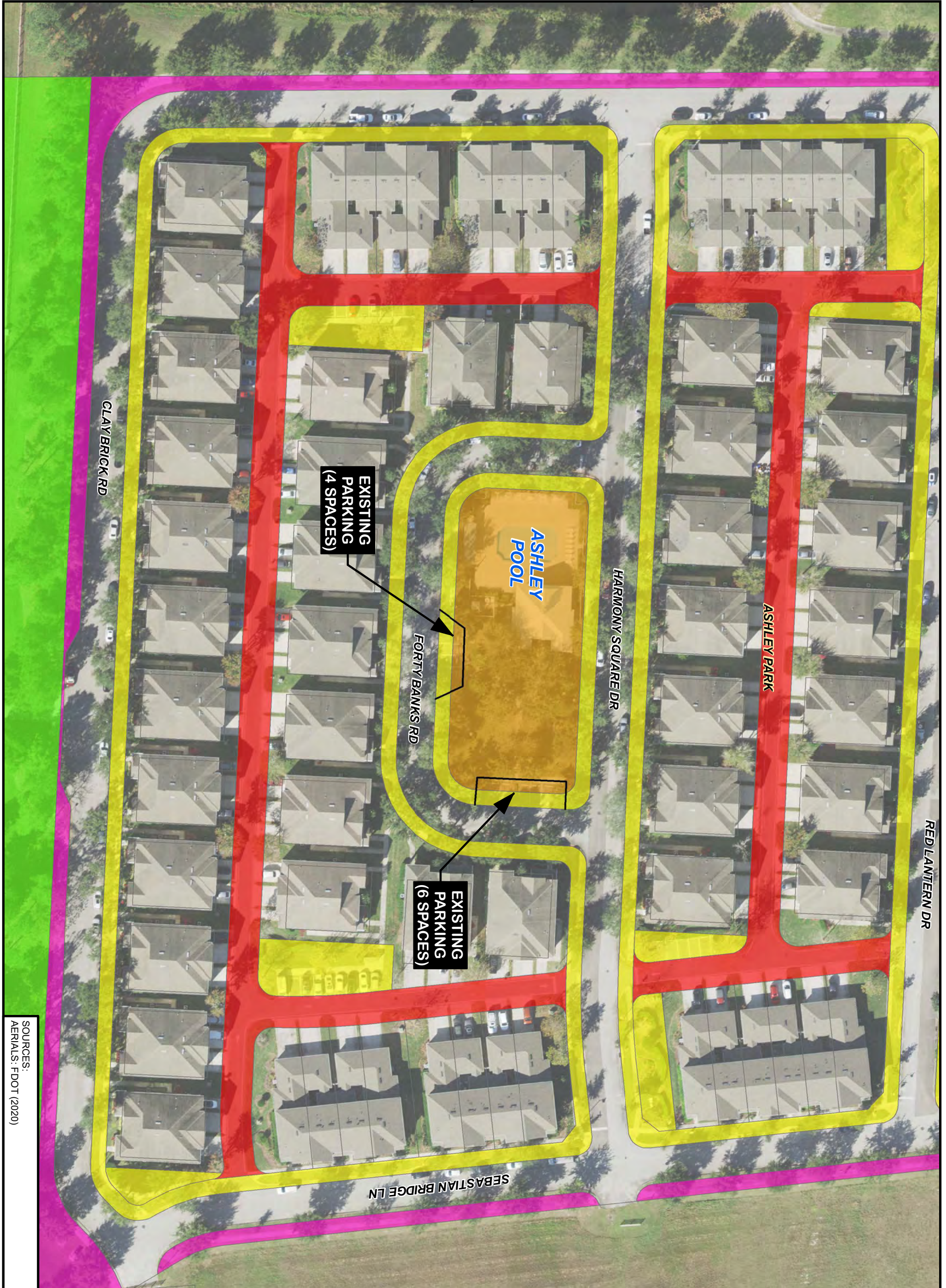
Document Path: L:\Projects_Drainage\Private Sector\MSC-22055 Harmony District Engineer (Harmony CDD)\04 - Figures and Exhibits\Harmony Community Development District Towing Agreement (1).mxd



SOURCES:
AERIALS: FDOT (2020)

<p>FIGURE 1</p> <p>JOB NO.: MSC-22055 DATE: 11/11/2021</p>	 <p>Pegasus ENGINEERING</p> <p>301 WEST STATE ROAD 434, SUITE 309 WINTER SPRINGS, FL 32708 TEL: 407-992-9160 • FAX: 407-358-5155 WEB: WWW.PEGASUSENGINEERING.NET</p>	 <p>ENVIRONMENTALLY INTELLIGENT LIVING HARMONY ESTABLISHED 2004</p>	<p>HARMONY COMMUNITY DEVELOPMENT DISTRICT TOWING AGREEMENT</p> <p>HARMONY COMMUNITY DEVELOPMENT DISTRICT OSCEOLA COUNTY, FLORIDA</p>	<p>SCALE: 1" = 70'</p> 
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SOURCES:
AERIALS: FDOT (2020)

Pegasus
ENGINEERING

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



HARMONY COMMUNITY DEVELOPMENT DISTRICT TOWING AGREEMENT

HARMONY COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA

SCALE: 1" = 70'

0 70



JOB NO.: MSC-22055
DATE: 11/11/2021

2

FIGURE

MEMORANDUM

To: Harmony Community Development District
From: Young Qualls, PA
Re: Board Member Sunshine Law and Social Media Considerations
Date: December 8, 2021

Question Presented

Are Email, Text, and FaceBook Posts between board members considered a meeting?

Answer

Yes, when the communication involves issues which foreseeably may come before the Board for official action.

Discussion

The Florida Sunshine Manual provides an excellent summary of recent case law concerning e-mail, text messages, and other written communications between board members. The following is a summary for your consideration along with examples to help guide your future actions.

First, a very brief overview of the essence of Florida's Sunshine Law. The Sunshine Law requires the Harmony CDD Board of Supervisors to meet in public. Your Board may not act on or engage in private discussions of board business via written correspondence, e-mails, text messages, or other electronic communications such as Facebook.

In a case out of Pasco County, Florida, members of an advisory committee created to make recommendations to the superintendent on school attendance boundaries violated the Sunshine Law when they exchanged private electronic communications (emails and Facebook messages) relating to committee business. *Linares v. District School Board of Pasco County*, No. 17-00230 (Fla. 6th Cir. Ct. January 10, 2018). See also *AGO 89-39* (members of a public board may not use computers to conduct private discussions among themselves about board business).

Likewise, commissioners may not use an electronic newsletter to communicate with each other on subjects that foreseeably may come before the commission. *Inf. Op. to Syrkus*, October 31, 2000. And see *AGO 09-19* (members of a city board or commission may not engage on the city's Facebook page in an exchange or discussion of matters that foreseeably will come before the board or commission for official action); and *Inf. Op. to Martelli*, July 20, 2009 (authority should discuss business at publicly noticed meetings "rather than in a series of letters between authority members"). Cf. *Inf. Op. to Galaydick*, October 19, 1995 (school board members may share laptop computer even though computer's hard drive contains information reflecting ideas of an individual member if computer is not being used as a means of communication between members).

In one case, a board took official action by circulating a memorandum for each board member to sign concerning whether the board member approves or disapproves of a particular issue. This action violated the Sunshine Law. *Inf. Op. to Blair*, May 29, 1973. And see *Leach-Wells v. City of Bradenton*, 734 So. 2d 1168, 1171 (Fla. 2d DCA 1999) (selection committee created by city council to evaluate proposals violated the Sunshine Law when the city clerk unilaterally ranked the proposals based on the committee members' individual written evaluations; the court held that "the short-listing was formal action that was required to be taken at a public meeting"); *Schweickert v. Citrus County Port Authority*, No. 12-CA-1339 (Fla. 5th Cir. Ct. September 30, 2013) (ad hoc committee appointed by board violated the Sunshine Law when the members submitted individual written evaluations of the proposals to the staff, which then compiled the scores and ranked the proposals for submission to the board; the committee should have ranked the proposals at a public meeting); and *AGO 93-90* (board not authorized to use employee evaluation procedure whereby individual board members send their individual written comments to the board chair for compilation and subsequent private discussion with the employee). Compare *Carlson v. Department of Revenue*, 227 So. 3d 1261 (Fla. 1st DCA 2017) (state agency "evaluation team" members who individually evaluated competing proposals, individually assigned scores, and individually submitted their scores for consideration by others, did not take "formal action" and thus were not obligated to conduct a meeting subject to the Sunshine Law).

However, a commissioner may send a written report to other commissioners on a subject that will be discussed at a public meeting without violating the Sunshine Law, if prior to the meeting, there is no interaction related to the report among the commissioners and the report, which must be maintained as a public record, is not being used as a substitute for action at a public meeting. *AGO 89-23*. And see *AGO 01-20* (e-mail communication of information from one council member to another is a public record but does not constitute a meeting subject to the Sunshine Law when it does not result in the exchange of council members' comments or responses on subjects involving foreseeable action by the council). Cf. *Inf. Op. to Kessler*, November 14, 2007 (procedural rule requiring county commissioner to make a written request to commission chair to withdraw an item from the consent agenda does not violate the Sunshine Law).

If, on the other hand, the report is circulated among board members for comments with such comments being provided to other members, there is interaction among the board members which is subject to s. 286.011, F.S. *AGO 90-03*. Similarly, in *AGO 96-35*, the Attorney General's

Office concluded that while a school board member may prepare and circulate an informational memorandum or position paper to other board members, the use of a memorandum to solicit comments from other board members or the circulation of responsive memoranda by other board members would violate the Sunshine Law as: “Such action would be equivalent to private meetings discussing the public business through the use of memoranda without allowing an opportunity for public input.” *Id.*

In addition, the Attorney General’s Office stated that while it is not a “direct violation” of the Sunshine Law for members to circulate their own written position papers on the same subject as long as the board members avoid any discussion or debate among themselves except at an open public meeting, this practice is “strongly discourage[d].” *AGO 07-35*. See also *AGO 01-21* (city council’s discussions and deliberations on matters coming before the council must occur at a duly noticed city council meeting and the circulation of position statements must not be used to circumvent the requirements of the statute); *AGO 08-07* (city commissioner may post comment regarding city business on blog or message board; however, any subsequent postings by other commissioners on the subject of the initial posting could be construed as a response subject to the Sunshine Law); and Inf. Op. to Jove, January 22, 2009 (posting of anticipated vote on blog).

Conclusion

Board members must use extreme caution in communication with residents on social media. We have insisted that the best practice is to avoid social media altogether. As this advice is often ignored, the next best practice and the requirement of law is to avoid communicating anything which foreseeably may come before the Board on social media. While stating your opinion and posting the same is not technically a violation, when another Board member responds, that would constitute a meeting and therefore a violation of the Sunshine Law.

6C

6Ci.



Project 12/9/21, 7:55 AM

Thursday, December 9, 2021

Prepared For Harmony CDD Board

44 Items Identified



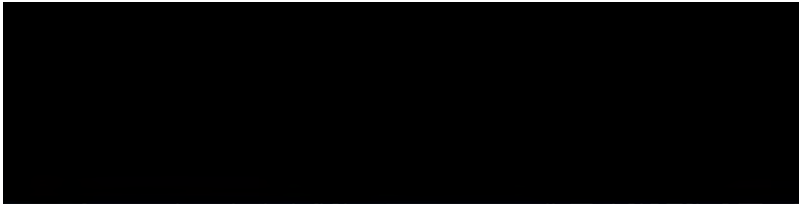
Item 1
Assigned To ?
All fence needs repairs and
cleaned



Item 2
Pavers need pressure washed



Item 3
Sidewalk needs pressure washed



Item 4
Assigned To Servello
Grass looks rough Irrigated? Five
oaks and Middlebrook area





Item 5
Assigned To Servello
Spraying tree rings instead of edging all of Five oaks drive



Item 6
Assigned To Servello
Could use upgrade to fill in bare spots





Item 7

Assigned To ?

Several areas could use pressure washing Five Oaks Blvd



Item 8

Assigned To ?

Looks like utility company has done work in this area also 3 spots sidewalk has been removed at CDD Maintenance entrance



Item 9
Assigned To Servello
Plants need trimmed from bench
Five oaks Blvd just past club house
parking lot



Item 10
Assigned To ?
Fence needs cleaned Five Oaks
exit



Item 11

Assigned To Servello

Grass looks bad behind sidewalk

FiveOaks exit



Item 12

Assigned To ?

A few oaks could use a little lifting

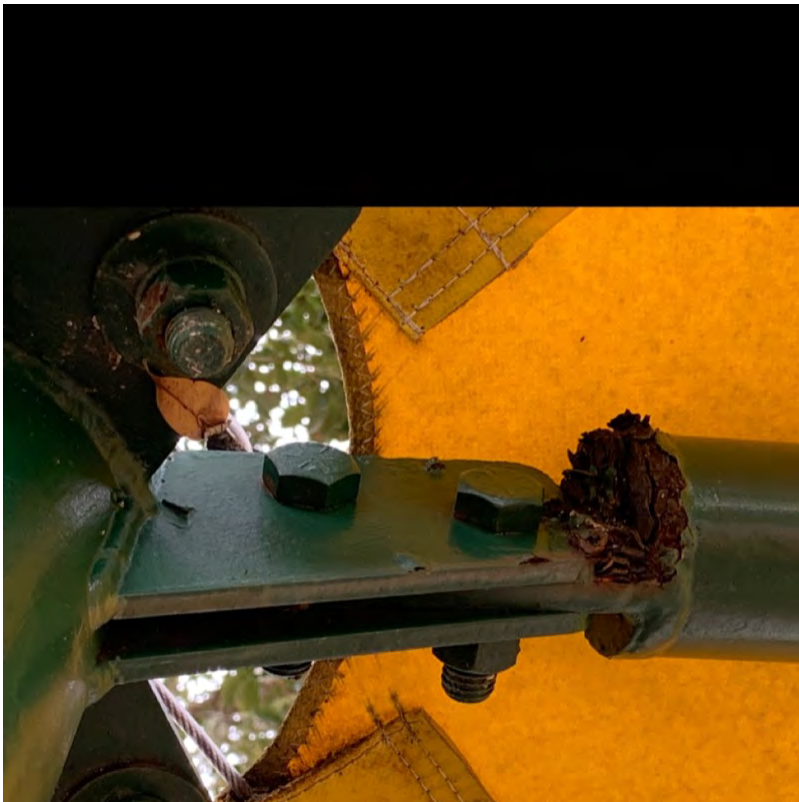
Dark Sky and Sundrop area



Item 13

Assigned To ?

1 little section of flashing needs replaced at bathroom



Item 14

Assigned To ?

Metal on sun shade needs repainted lots of rust playground area Schoolhouse and primrose Willow



Item 15
Assigned To Servello
Remove garlic plant in juniper bed
at park Schoolhouse and primrose
Willow



Item 16
Assigned To ?
Algae on shower rinse park
Schoolhouse and Primrose Willow



Item 17

Assigned To ?

Back of doggie pot park entrance
Schoolhouse and primrose Willow



Item 18

Assigned To ?

Over grown with weeds by boat
dock





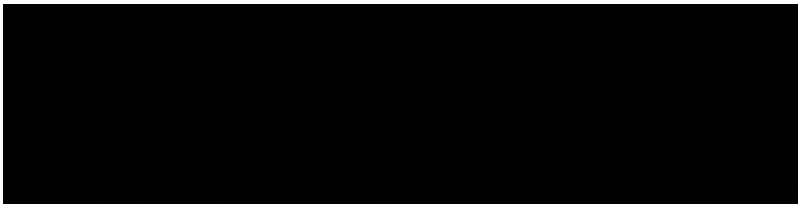
Item 19
Assigned To ?
Sign could use cleaning at boat dock



Item 20
Assigned To ?
Lots of protruding roots could use some mill or a sign



Item 21
Assigned To CDD
1 panel needs grinding going to
boat dock



Item 22
Assigned To ?
A minimum needs pressure
washed boat dock area Oak Glen
and Indiangrass





Item 23

Assigned To ?

Need new box and lid Oak Glen
and Indiangrass



Item 24

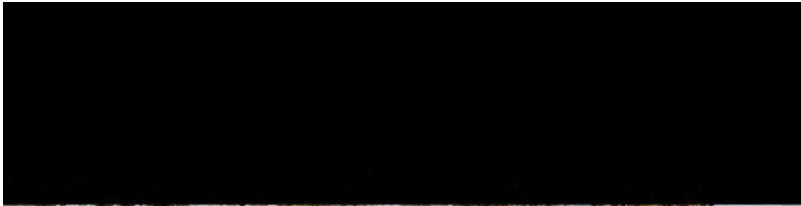
Assigned To Servello/CDD

Needs cleaned and planted

Needlegrass park



Item 25
Assigned To Servello
Headgear need trimmed
Needlegrass lift station

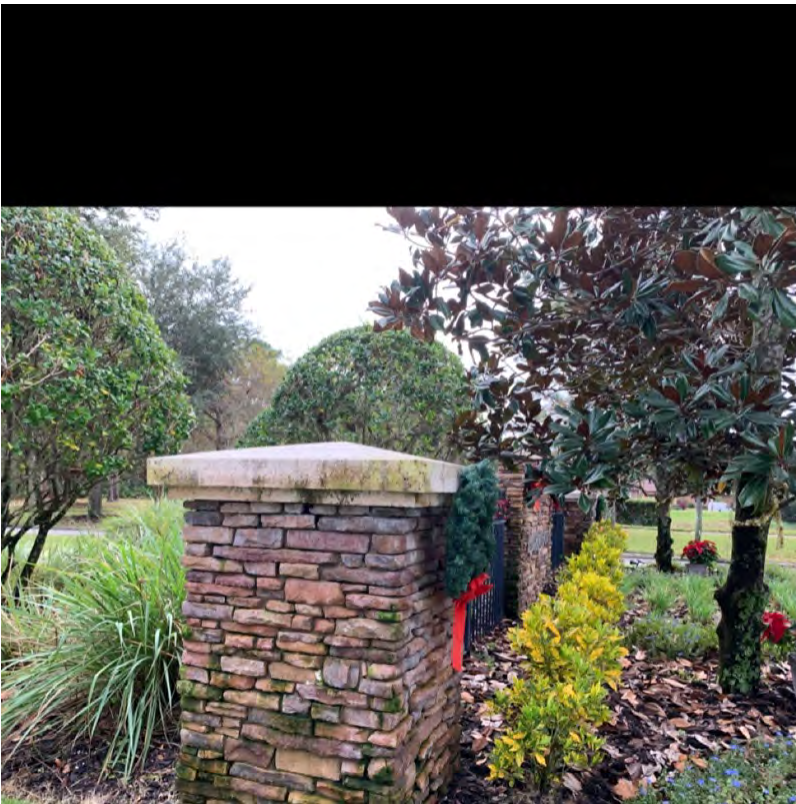


Item 26
Assigned To CDD
Sidewalks need cleaned
Needlegrass park





Item 27
Assigned To ?
Needs patched and painted
Needlegrass park



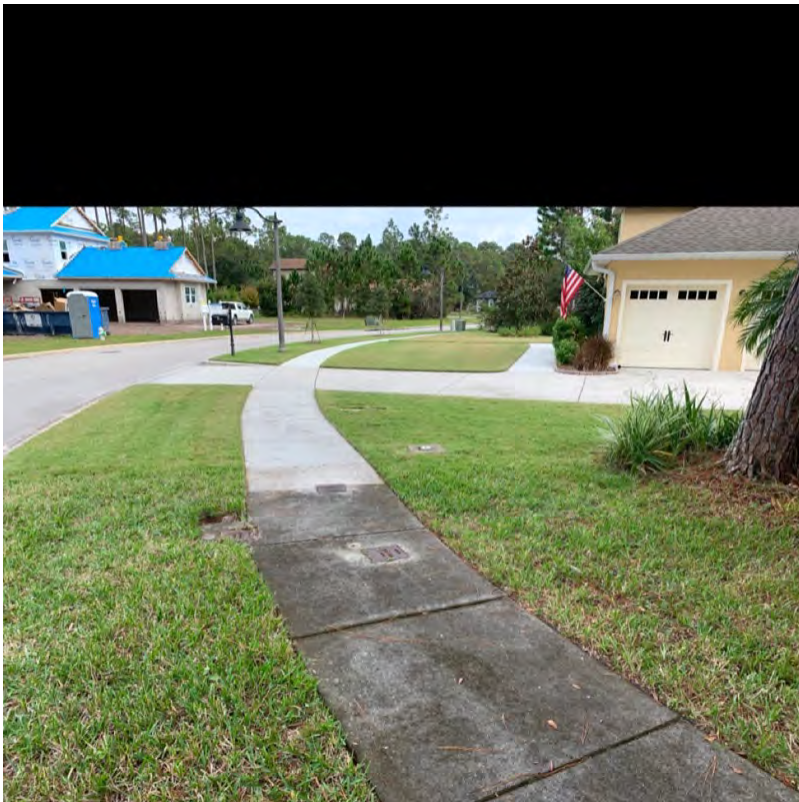
Item 28
Assigned To CDD
Coulmb caps need cleaned
Estates Entrance



Item 29

Assigned To Servello/CDD

Broken sprinkler and raised sidewalk Oak Glen and Oak Glen park



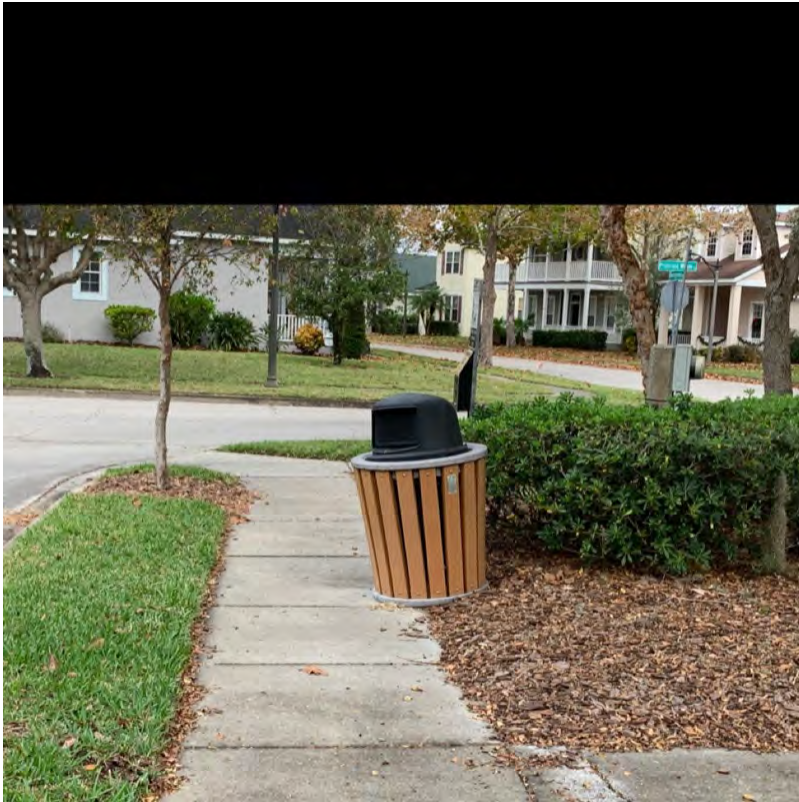
Item 30

Assigned To CDD

More sidewalk needs cleaning Oak Glen park



Item 31
Assigned To ?
Stop sign post needs straighten or replaced behind 7125 Indiagrass



Item 32
Assigned To CDD/Servello
Trash can needs straighten and broken sprinkler 10' away corner of walk



Item 33

Assigned To CDD

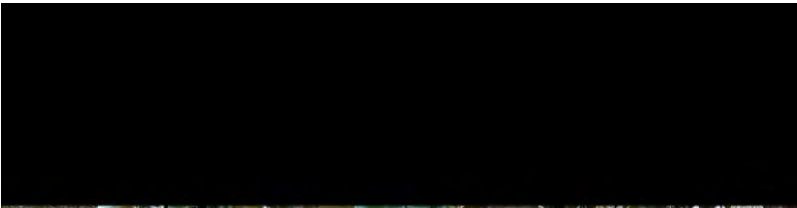
Coulmb s could use a touch up
Beargrass and primrose Willow
park



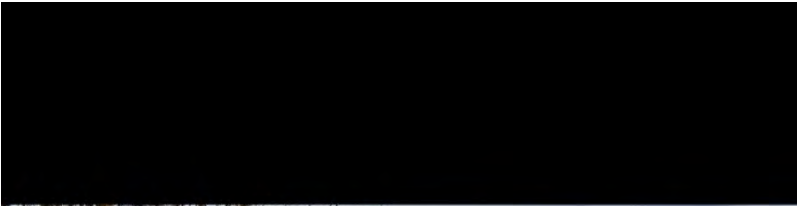
Item 34

Assigned To ?

Sidewalk needs replaced around
tree put cones out alley way
behind 7019 Beargrass



Item 35
Assigned To ?
Park looks rough Buck lane



Item 36
Assigned To CDD
Trellis needs cleaned Galingale
lane at sundrop



Item 37

Assigned To ?

Meter lid needs replaced right side of 3300 cordgrass common area



Item 38

Assigned To Servello

Rain sensor needs straighten

Buttonbush loop



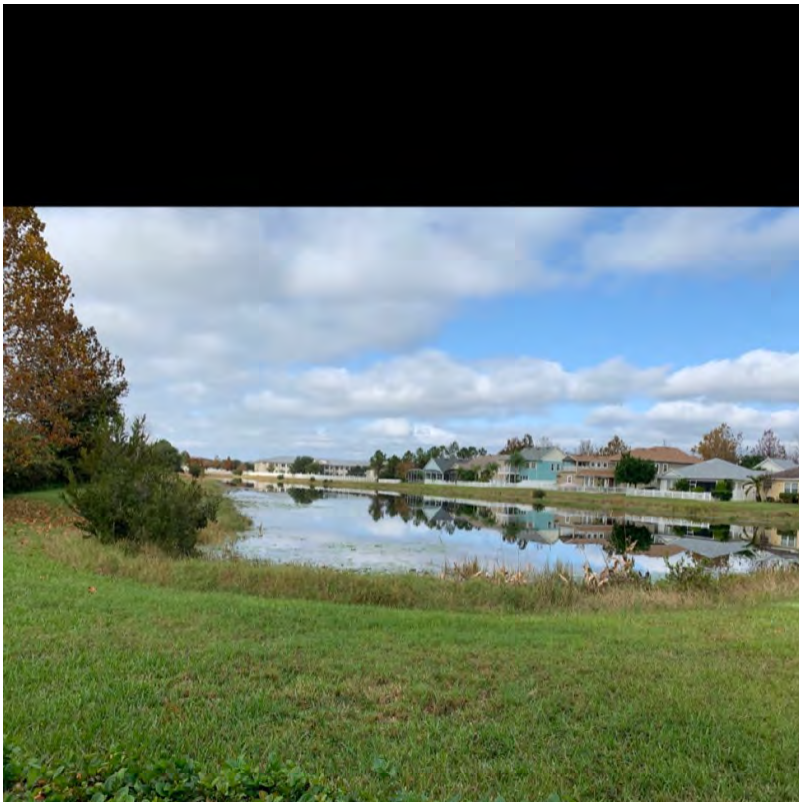
Item 39
Assigned To CDD
Sidewalks need cleaned Dahoon
Holly park



Item 40
Assigned To Servello
2 beds look rough Dahoon Holly
park



Item 41
Assigned To CDD
Picnic pads need cleaned
Primrose Willow Dog Park



Item 42
Assigned To Board
Observation all ponds look good



Item 43
Assigned To CDD
Sidewalks need cleaned Primrose
Willow Dog park



Item 44
Assigned To ?
Sycamore leaves everywhere

Russ Simmons -Field Manager Celebration
Inframark

6C.iii.

Harmony CDD Equipment/Vehicle Maintenance Tracker

Vehicle/Equipment Description	Date Out of Service	Description of Issue	Repair Vendor Info	Cost of Repair	Date Back in Service	
					Service	Notes
Polaris Diesel	7/26/2021	Belt and Clutch	Kissimmee Mot Sports	\$2,563.00	10/1/2021	completed
Bobcat	6/3/2021	Brakes and Caliper	Find Vendor	Quote	Pending	Pending decision Sale
Kawasaki Mule	4/12/2021	Change Belt	Swamp Kustoms	\$85.00	4/15/2011	completed
Polaris Diesel	6/6/2021	Shifter install	Swamp Kustoms	\$175	6/10/2021	Shifter broke in half
Bobcat	5/7/2021	Brake repair/ Oil Ch	Swamp Kustoms	\$355.35	5/13/2021	completed
Yamaha Viking	5/7/2021	Oil Change / Insp	Swamp Kustoms	\$180.25	5/13/2021	Completed
GMC Truck	4/28/2021	Oil Change / Insp	Supreme Quick Lube	\$62.11	4/28/2021	Next at 35000 miles
Landmaster	5/20/2021	Will not start	Find Vendor	Quote	Pending	Pending on decision Sale
Minn Kota 20ft	7/3/2021	actuator mailfunction	TOHO Marine	\$673.25	7/30/2021	27 days out of service
Minn Kota 16Ft	8/9/2021	Coil Mailfunction	TOHO Marine	\$916	9/1/2021	Replaced coil and shaft
Yamaha Viking	7/26/2021	Change front tires	J&P Tire	\$240.00	7/26/2021	Price is including Tires
GMC Truck	8/27/2021	Change Front tires	J&P Tire/Amazon	\$329	8/27/2021	Price is including Tire Mount
Kawasaki Mule	9/10/2021	Change front tires	J&P Tire and Amazon	\$248	9/10/2021	Price is including Tire Mount
Kawasaki Mule	9/10/2021	Change 1 back tire	J&P Tire	\$13	9/10/2021	Tire was in CDD stock
GMC Truck	10/4/2021	Replace Tank and sensors	Starling GMC	\$2,260	10/14/2021	Gas smell between cabin and bed
Yamaha Viking	10/8/2021	Braced the hitch Sleeve	Field Services	\$20	10/8/2021	Hitch sleeve had a crack
Pressure washer	10/9/2021	Broken Start motor	Field Services	\$43.70	10/16/2021	Power attachment was broken
Yamaha 9.9 HP	10/27/2021	Service Oil and tune up	Advance Marine	\$773.33	11/7/2021	Waterpump wheel broken
Towboat	11/2/2021	Complete refurb	Jim	E 4500 CDD bo		
Boat Trailer	11/1/2021	2 New Tires	J7P Tire/ Amazon	\$100	11/2/2021	Repaired Light aswell
Pressure washer	11/18/2021	Fuel shutt off solenoid	In House repair	\$14	expect 11/23/202	Part came in 11/22
Sidewalk Grinder	11/18/2021	Belt adjustment needed	In House repair	0	11/18/2021	
Yamaha 9.9 HP	11/15/2021	Sent back to dealer for rep	Advance Marine	Warrenty	11/19/2021	
Yamaha 9.9 HP	11/23/2021	needs to go back for rep	Advance Marine	Warrenty	TBD	

6C.iv.

Advantage Golf Cars

[\(305\) 769-2274](tel:(305)769-2274)

<https://www.advantagegolfcars.com>

Thank you for your interest! We will be in touch with you shortly regarding your inquiry.

2022 Yamaha Golf-Car UMAX 2 Rally AC Utility Vehicle

MSRP:

\$11,361.00



YEAR

2022

MAKE

Yamaha Golf-Car

MODEL

UMAX 2 Rally AC Utility Vehicle

STOCK NO.

VIN/HIN
CONDITION **New**
MILEAGE
PRICE **\$11,361.00**

Full Details:

<https://www.advantagegolfcars.com/default.asp?page=xInventoryDetail&id=11198358>

Advantage Golf Cars

13161 NW 43rd Ave
Opa Locka, FL 33054

[\(305\) 769-2274](tel:(305)769-2274)

<https://www.advantagegolfcars.com>

COPY

Harmony CDD / Inframark CDD

Date/Time: Nov 24, 2021 10:18 AM
Buyer: Brett Perez
Phone: H: (407) 433-0515
Address: 313 Campus St
 Celebration, FL 34747

Trade: 0,
Salesperson: Robert Gregg

2022 , Body Type:

Cash	Balance Due
\$ Down	
\$0	\$15,191

MSRP/Retail	\$13,699.00
Discount	\$500.00
Selling Price	\$13,199.00
Destination	\$1,248.00
Dealer Prep	\$477.60
Trade Difference	\$13,199.00
Government Fees	\$46.25
Proc/Doc Fees	\$220.00
Subtotal (Selling Price +	\$15,190.85
Total Taxes	\$0.41
Total Balance Due	\$15,191.26



Total Trade Allowance: **\$0**
 Total Trade Adjustments: **\$0**

 Net Trade Allowance: **\$0**

X _____
 Customer Signature

X *matth* _____
 Manager Signature

 Date

 Date

6C.v.

Tree care for the Community of Harmony CDD

Prepared by: Matt Pippin, ISA® Certified Arborist, TRAQ- Cert ID: FL-9531A

Safety:

Firstly, the most important aspect is the safety of people and property in the community. Therefore, all tree care operations in the community will be guided by ANSI Z133 standards. These safety standards should be strictly followed to provide workers and bystanders a safe environment. These standards will be followed when conducting approved work within the community of Harmony.

Note: When conducting work in high traffic areas of foot or vehicle traffic, partial closures may be necessary to conduct work safely. This will be necessary when doing any and all aerial lift operations.

Tree pruning standards and operations:

Tree pruning standards will be conducted according to ANSI A300 Part 1-Best Management Practices (BMP). This is a standard guide for proper care of trees and should be followed when possible. It should be noted when doing clearance cuts for vegetation management i.e. trimming over roads and sidewalks where clearance is required, care will be taken to not cause any undo harm to the tree.

When it is required to trim, or remove hazardous trees/limbs over private property. These operations will be conducted with due care not to use private property for these operations without written consent from the property owner. If there is a conflict between workers and property owners, all work will cease until the matter is resolved.

When homeowners take it upon themselves to trim limbs over their property line, or cut roots within their property line of a Harmony CDD owned tree, suggest that the homeowner get professional guidance to mitigate any possible issues that might arise from improper trimming or root damage. If the homeowner persists on doing the work, it should be documented that they were offered professional assistance in the event it causes detrimental harm to the tree. It should be implied that there can be legal ramifications if due care is not taken to care for the tree.

I believe the best remedy to avoiding confrontations is educating the homeowners about the true value of the trees in the community. Based on real estate studies trees can add an average of 2% of the value of the house and property. In some instances trees are the focal point of the property.

Underground operations:

- Trenching
- Replanting/planting
- Stump grinding
- Staking/guying

Prior to performing any underground operations, a person certified by their company needs to request under ground locates, via <https://www.sunshine811.com>, by all listed companies that have underground utilities in the specified area of work. The company doing the underground operations will not start work until their underground utilities are cleared and marked. The company performing the work will receive confirmation when the utilities have been marked. If the company performing the work follows the guidelines of Sunshine 811, the company shall not be liable for damage to utility.

When a street tree has to be removed or replaced for any reason, there is the possibility of damage to sidewalks and any unmarked utilities. These issues will be handled on a case by case basis and extra care will be taken to minimize extra cost due to these operations.

Lightning protection and Tree support systems:

These operations are specialized in nature and are not common for street trees. These operations are for saving rare species, or historic trees. Tree support systems may be recommended in areas where a large tree with a codominant stem is within a target area that is commonly occupied. Risk assessment would be recommended prior to these operations to see if it is necessary.

Lightening protection can be helpful in certain settings, same as tree support systems it is a specialized operation. It can be taken into consideration in areas like parks, open fields, or large tall standalone trees. The purpose of lightening protection in the tree is to mitigate damage to the tree, ground a strike to mitigate side flash (lightening jumping from one tree to another object or structure), and safely ground the voltage. Both of these operations are covered in the ANSI A300 Part 3 BMP's as well.

Tree Risk Assessments:

Tree risk assessment is an ongoing operation due to weather events, biotic/abiotic events, and unforeseen events. When a particular tree needs assessing it should be completed by a certified assessor or TRAQ. A written report should be provided to the client and is commonly valid for one year of the assessment date. The risk assessor routinely provides mitigation strategies, but it is ultimately up to the tree manager/owners.

Note: Most certified arborist conduct risk assessment when providing maintenance to trees. If something is found to be dangerous during these operations, the maintenance manager will be notified of these findings.

Tree inventory:

A tree inventory is helpful for maintaining and budgeting resources for trees. The main purpose of a tree inventory is to track tree maintenance, risk assessments, and creation of tree care budget. Listed in a tree inventory will be tree species, estimated canopy size, caliper size of main stem, outward observation of overall tree health and estimated cost for tree replacement. According to the Council of Tree and Landscape Appraisers, there are two methods of tree appraisals and is determined based on the client's needs.

- First method: the trunk formula method, this approach is for trees that may be too large to replace. It would also be based on species and health at the time.

- Second method: is for replacement cost, this based on a point system accounting tree size, species, condition, and location.

The tree inventory is commonly documented on special software. A report would be completed for the client and would be customized to suit the needs of the client. Based on the information provided, we prioritize the scope of work that should be completed first. After the priority work is completed, it will be easier to budget for appropriate maintenance cost.

Projected Tree Maintenance Cost

Oak species:

Maintenance trimming cost;

8" through 15" caliper size - \$45.00 per tree

15" through 60" caliper size- \$65.00 per tree

60" and up caliper size estimate given prior to work.

Magnolia species:

Maintenance trimming cost;

8" through 15" caliper size - \$30.00 per tree

15" through 60" caliper size \$50.00 per tree

60" and up caliper size estimate give prior to work

Drake Elm species:

Maintenance trimming cost;

8" through 15" caliper size - \$45.00 per tree

15" through 60" caliper size - \$60.00 per tree

60" and up caliper size estimate give prior to work

Sycamore species:

Maintenance trimming cost;

8" through 15" caliper size - \$45.00 per tree

15" through 60" caliper size -\$65.00 per tree

60" and up caliper size estimate give prior to work

Pine Tree species:

Maintenance trimming cost;

8" through 15" caliper size - \$35.00

15" through 60" caliper size - \$45.00

60" and up caliper size estimate give prior to work

Maple species:

Maintenance trimming cost;

8" through 15" caliper size - \$45.00 per tree

15" through 60" caliper size - \$60.00 per tree

60" and up caliper size estimate give prior to work

Note: All cost estimates above include debris removal. When specialized equipment is required i.e. Crane, the estimate will be approved prior to the work being performed. The cost above, are the approximate maintenance cost only. The initial cost to get the trees up to maintenance par, would be adjusted based on case by case.

Stump grinding operations:

8" through 15" caliper size – minimum cost \$75.00

Stump grinding cost is based on measurement of area to be ground, cost ranges is between \$3.00- \$4.50 per square inch in diameter and varies depending on species of tree and type of ground cover. Unless otherwise noted, stump grinding does not include the grinding of any surface roots. Mechanical grinding does not remove the stump completely, it only grinds the tree stump below grade.

Note: When stump grinding is complete, there will be saw dust debris and the removal of debris is an extra cost. All stump grinding work will be bid prior to execution, and follow underground operation standards.

Stump removal when tree replacement is required:

The cost of digging out a stump will vary by species and location. The minimum cost for a complete stump removal (dug out) is \$1000.00. In instances where perceived damage to sidewalks is immanent, those cost will be added to the bid. The bid shall also include replacement dirt, tree replacement if applicable, and debris removal.

Root excavations:

Root excavations are a specialized operation used when there are compaction issues from construction or traffic around trees. It is also used when the root system needs to be examined for tree risk assessment investigations. These are done on a case by case basis and based on size of the root system and/or if replacement dirt is needed.

Pest management and Disease control:

Integrated pest management is the goal to mitigate using chemical means. If chemical means are necessary, it will be sub-contracted to a licensed professional. In the event there is an infestation of any kind, it is in the best interest to use all resources available. This includes identifying insects, blights, fungus etc. County Extension services provide a great resource for identification and mitigation. Early detection is the key to stopping an outbreak of pests.

In the event of a root grafting outbreak, trenching root systems may be required to stop the spread. This is a specialized underground operation and costs would be assessed on a case by case basis.

These guidelines are exclusive to Harmony CDD.

Prepared by:

A handwritten signature in black ink, appearing to be the initials 'AA' or similar, written in a cursive style.

ISA® Certified Arborist, TRAQ

Cert ID: FL-9531A



Tree Inventory Proposal *Harmony CDD*

Date: December 6, 2021

The purpose of a tree inventory is to map and categorize the trees in the Community of Harmony. The trees would be documented on specialized software which would be broken down by location, species, size, and overall health. The data gathered would be governed by Tree Inventory Best Management Practices. This would assist the CDD in budgeting annual maintenance cost, prioritizing work that needs to be completed, and providing monetary value of the tree scape.

Prioritizing the work for hazardous trees and dead hangers over high occupancy, or high value targets, should be considered first. The maintenance priorities, will then be based on the needs of the CDD. Any maintenance work completed will be documented on the inventory and will keep the Tree Inventory updated.

The cost breakdown for the Tree Inventory is as follows:

\$2,500.00 annually to maintain the software agreement.

\$1.75 per tree for the following data: *(street/park trees that CDD maintains)*

- Location
- Size
- Species
- Level two limited risk assessment* inclusive of the information listed below:

Poor Structure, Crown Dieback, Improperly Pruned, Cavity Decay, Poor Root System, Remove Hardware, Hardscape Damage, Mechanical Damage, Poor Location, Serious Decline, Vines, and Canker. These inspections would be assessed from ground level only.

\$.50 per tree for the following data: *(alley trees not maintained by CDD/other trees within the perimeter of CDD that do not pose a risk to any targets, but should be documented for the purpose of the neighborhood's canopy scape)*

- Location
- Size
- Species

The software would be retained by the vendor and all data would be available to the client at any time, upon request. The initial cost would be for the inventory itself, and the documentation

of the trees desired. After the inventory is finalized, any costs incurred after would be solely for tree maintenance purposes and to maintain the software agreement mentioned above.

Tree Maintenance

The Tree Inventory software allows the maintenance to be tracked and documented. There are different types of tree maintenance, so it would be documented in one of the following ways: Crown Cleaning, Prune-Clearance, Sidewalk Damage, Remove Hardware, Raise, Monitor, Prune-Structural, Restoration Prune, or Removal.

Based on the information provided, FY Budget can be allocated for future maintenance needs. Benefits of the inventory are to increase efficiency, preventative response to significant weather events, justifying budget, and documented maintenance.

** Risk rating excluded. However, mitigation strategies would be provided for any documented concerns.*

Proposal By:

Matt Pippin



ISA® Certified Arborist, TRAQ

Cert ID: FL-9531A

6C.vi.



305 Indigo Drive, Brunswick, GA 31525
888-307-6637 Toll Free
(912) 466-9800 Main Office
(912) 261-8882 Fax

December 9, 2021

Harmony CDD
Brett Perez
3164 Dark Sky Drive
Harmony, FL, 34773
Brett.Perez@inframark.com

Ref: Control Hydrilla Proposal

Dear Mr. Perez,

Per your request we are providing you with a proposal to control Hydrilla in your 3.62 acre pond. We believe that best control for Hydrilla is by stocking (80) 8-10" Triploid Grass Carp. The cost for (80) carp and delivery is \$1,045.00. The carp will require 3-4 months to create an impact but will provide typically, 5-7 years of control.

The herbicide option would be a 20 ppb application of Sonar As. The results of this treatment will be noticed in 30-45 days and at last one year. The cost of this application would be \$3,306.50. The Sonar As treatment would need to be repeated every early summer for 3-4 years. Let us know which direction you would like to go.

Upon your approval, please initial, sign, date, and fax back to 912-261-8882. If you would like to discuss this further, please call 912-466-9800.

Customer Print Name

Title

Customer Signature

Date

John Crabb/ESTATE MANAGEMENT SERVICES, Inc.

12/09/2021

Date

Customer Billing Information: _____

COPY



5463 Giron Cir
Kissimmee, FL 34758

407-717-5851
www.sitexaquatics.com

Aquatic Management Agreement

This agreement is between Sitex Aquatics, LLC. Hereafter called Sitex and Harmony CDD hereafter called "customer"

Customer: Harmony CDD
C/O: Inframark
Contact: Mr. Brett Perez
Address: 313 Campus St Celebration, FL 34747
Email: bperez@inframark.com
Phone: 407.433.0515

Sitex agrees to provide aquatic management services for a period of n/a months In accordance with the terms and conditions of this agreement in the following sites:

Below bid is for informational purposes, final price will need to be determined/finalized once appropriate inspections are meet.

Customer agrees to pay Sitex the following amounts during the term of this agreement for the specific service:

1. Approximate Per Acre cost on Aquathol application on Hydrilla \$650.00 per acre, faster results, treats plant. May require less product per acre of water body.
2. Approximate Per Acre cost on Sonar application on Hydrilla \$450.00 per acre, slower results 30-45 days to see effects & length of control is aprox. 1.5x of Aquathol. Treats total body of water & not plant.

Both products require inspection before application so price is just approximation & final price will need to be determined at time of application.

Service shall consist of a 1-time application, additional cost may be incurred due to depth, infestation, weather conditions, water levels.

Customer agrees to pay Sitex the following amount during the term of this agreement which shall be n/a

Invoice is due and payable within 30 days. Overdue accounts may accrue a service charge.

Customer acknowledges that he/she has read and is familiar with the additional terms and conditions printed on the reverse side, which are incorporated in this agreement.

		<i>Joseph T. Craig</i>	<i>12/08/2021</i>
Accepted By	Date	Submitted by: Joe Craig	Date

Terms & Conditions

Sitex agrees to provide all labor, supervision, and equipment necessary to carry out the work. There shall be no variance from these specifications unless expressly stated though an addendum.

The Annual Cost will be paid to Sitex in Twelve (12) equal payments, which are due and payable in advance of each month in which the service will be rendered and will be considered late on the 30th of that month. A surcharge of two percent (2%) per month will be added for delinquent payments. The Customer is responsible for any collection or attorney's fees required to collect on this agreement.

This Agreement will be for a twelve (12) month period. This Agreement shall be automatically renewed at the end of the twelve (12) months. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing to Customer. Both parties agree that service shall be continuous without interruption.

Additional Services requested by the customer such as trash clean up, physical cutting or paint removal, and other additional services performed will be billed separately at the current hourly equipment and labor rates.

Cancellation by either the Customer or Sitex may terminate the Agreement without cause at any time. Termination shall be by written notice, received by either the customer or Sitex at least thirty (30) days prior to the effective date of the termination.

Neither party shall be responsible for damage, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of Nature, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. • Sitex agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of Sitex. However, Sitex shall in no event be liable to Customer or other for indirect, special or consequential damage resulting from any cause whatsoever.

It is agreed by both Parties that the work performed under this Agreement will be done on a schedule that is sensitive to the overall function of the property. Additionally, it is understood that all work will be performed during the normal business week (Monday-Friday) unless otherwise stipulated.

Sitex shall maintain the following insurance coverage and limits;

- (a) Workman's Compensation with statutory limits;
- (b) Automobile Liability;
- (c) Comprehensive General Liability including Property Damage, Completed Operations, and Product Liability.

A Certificate of insurance will be provided upon request. Customers requesting special or additional insurance coverage and/or language shall pay resulting additional premium to Sitex to provide such coverage. • This Agreement shall be governed by the laws of the state of Florida.

6Cvii

Harmony CDD Landscape RFP

Board of Supervisors Scope Adjustment Requests

- **General Requirements:**
 - **Update the maintenance map to clearly ID maintenance areas included in this scope of services.**
 - The landscape vendor must respond to monthly Field Inspection audits within 5 days and must rectify all items within 15 days. Failure to do so will cause a 10% reduction in the monthly payment.
 - Contractor shall have a minimum of 5 landscape laborers, plus their site supervisor, for a minimum of 40 hours per week. These service visits will match the mowing frequency for St. Augustine. Field Services can randomly request a head count from the vendor. Any labor shortage will cause the District to deduct 10% from the monthly payment.
 - Discuss the hours of operation, especially in the summer months as the days are longer. Add language that requires the vendor to seek permission for Saturday work, if needed. This will allow the vendor to catch up if rain events cut into their normal work week.
 - Discuss the control of “key personnel” and certifications.
 - Discuss the opportunity to stage on-site. Make it clear that any storage container will be paid for by the contractor, not the District
 - Remove/delete entities listed in Section 3 of current scope that are no longer involved with the District. (i.e., Harmony Development Company)

- **Turf Care Notes:**
 - **Remove any product names from the Scope of Services.** Leave it up to the selected vendor to determine what products to use.
 - The landscape vendor must be equipped with a side cutting mower (or boom arm attachment) capable of cutting pond buffer zones to a maximum of 8”. The mowing shall take place on a quarterly basis. Upon selection, the vendor must provide the District with a schedule of services.
 - Line trimming shall only occur around fence posts, signage, light poles or any objects that require such trimming. At no time should line trimmers be used to “mow” large areas of turfgrass, as this will damage the leaf tips and possibly cause harm to the turf.
 - At no time shall non-selective herbicides be used to edge tree rings, bed edges, or be substituted for line trimming above mentioned structures, unless approved by the District Manager prior to application.
 - Are we adding maintenance responsibilities on the 192 medians into this Scope of Services?
 - Dog Park turf needs to be checked 52 weeks per year for mowing. At no time will the turf be allowed to be taller than 4.5”.

- **Section 4.2 - Sports Turf-** Clearly ID this area on the maintenance map. Also, consider increased specifications for this area. Possibly need to re-sod this area and start from scratch. Include aerification, verti-cutting and top dressing as an extra service cost if Bermuda grass is the desired turf.

- **Tree Care Notes:**
 - Tree trimming shall be a separate line item in the contract. An outside vendor can be selected.
 - TREE CARE- Discuss removing this completely from the contract.
 - My opinion- maintenance pruning up to 15' of trees in common areas maintained in the contract should be left within the scope of services. The trees that are in front of residential units (between the sidewalk and roads) are excluded from the contract and will be done via a separate bid. Maintenance pruning consists of removing suckering growth as needed, elevating canopies from the ground, using a pole-saw up to 15'
 - Discuss maintenance height requirements by location (Parks vs. roadways)
 - Palm Trees – two times per year, billed at time of service. We need a price per palm by species.

- **Irrigation Services Notes:**
 - Review/discuss the access needed to the Maxicomm computer in the Field Service office. Possibly look at using the end room as Landscape Vendor's office/irrigation storage room and lock the door from the outside.
 - Irrigation section will need to be revamped. Most of the section discusses District Staff being responsible for inspecting /operating the Maxicomm
 - Ask for licensed Maxicomm personnel

- **Shrubs/Groundcover Care Notes:**
 - Hand weeding landscape beds of weeds larger than 3". Non-selective herbicide can be applied, but any plants damaged by this method will be replaced under warranty by the landscape vendor.
 - **Section 4.3.2 – Pruning-** Provide a minimum trim frequency of monthly (12 times)
 - Discuss pruning for shape vs. natural growth habit.
 - Add in rejuvenation pruning for Florida Friendly material. This will allow for plants to reset height and bloom (i.e, firebush, native grasses, viburnum species, thyrallis, etc.)

- Add in a state regarding Conservation Areas- these areas are marked by signs and mowable areas shall be maintained to the installed signage. Maintenance obligations shall not go past these signs at any time.
 - Discuss hand weeding option only
 - Leaf removal- add a frequency and request a schedule.
 - Remove line items that current Field Staff is responsible for. Litter removal should be kept in so that vendors are removing trash from beds and turf areas during their service visits.
-
- **Unscheduled Maintenance Notes:**
 - Community mulching shall be a separate line item in the contract. An outside vendor can be selected.
 - Seasonal color rotations (Annuals) shall be a separate line item in the contract. An outside vendor can be selected.
 - Ask vendor to provide a Price per Acre to treat fire ants with TopChoice. TopChoice is manufactured by Bayer and comes with a 1-year warranty. I am attaching additional reading material.
 - <https://www.environmentalscience.bayer.us/turf-and-ornamentals-management/golf-course-management/products/topchoice>
 - Discuss removing Seasonal Color (Annuals) from the contract, replacing with perennial flowers (Spring and Summer options: pentas/lantana Winter Options: geraniums)
 - Ask for a pricing sheet from vendors for services outside of the contract. This may assist in better pricing options.

EXHIBIT B

Scope of Services

1. Scope
 - 1.1 General Overview
 - 1.2 Community Development District
 - 1.3 Service Area Map

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 - 2.1 Operation Procedures
 - 2.2 Key Personnel
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4. Scheduled Operations and Maintenance
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 - 5.2 Damaged Facilities
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6. Monthly Highlight Report

7. Response Time
 - 7.1 General
 - 7.2 Emergency Response Program

1. SCOPE

The Contractor shall provide landscape and general grounds maintenance for the Harmony Community Development District (hereinafter “CDD” or “District”) within the designated Service Area. Note that the CDD boundary, adjacent to the golf course, is marked with vertical white PVC pipe approximately every 300 feet.

1.1 General Overview

Harmony, located in the Osceola County off U.S. Hwy. 192, is a planned residential community.

1.2 Community Development District (CDD)

The Harmony Community Development District (“District” or “CDD”) is a local unit of special-purpose government that was created pursuant to Chapter 190, Florida Statutes and established on the property via an ordinance enacted, ordered, and approved by Osceola County.

The CDD areas to be included in this landscape and ground maintenance Scope of Services are generally defined as all the District systems, works, or facilities within Harmony (“Service Area”). These areas and elements include public parks, roadway shoulder areas (landscape and sidewalks), stormwater management ponds, roadway bridges, culverts, and headwalls. These areas are highlighted on the attached map.

The District shall furnish access to all areas of the jobsite where the Contractor is required to perform this Scope of Services.

1.3 Service Area Map

A Service Area Map is attached and incorporated to the underlying Landscape Maintenance Service Provision Agreement (“Agreement”) as Exhibit C. The Service Area Map is a general map of the community that highlights the Service Area covered under this Scope of Services.

2. GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES

The Contractor shall meet the requirements and follow the procedures associated with all items in this Agreement and its Scope of Services. These general requirements and procedures are as follows:

2.1 Operation Procedures

The Contractor shall perform the basic services outlined within the Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday unless specified otherwise or directed by the District through its District Manager or the District Manager’s Designated Personnel. The Contractor may submit a request for additional operation time, in response to poor weather conditions, to be reviewed for approval by the District Manager or the District Manager’s Designated Personnel. The District Manager will establish where Contractor’s crew will take breaks, lunches, and use restroom facilities. Contractor personnel vehicles will be parked only in areas designated by the District.

2.2 Key Personnel

- 2.2.1 All Work shall be managed and/or directed by key personnel identified in the proposal. Any changes in the assigned key personnel shall be subject to approval by the District Manager. Where applicable, the Contractor shall require certifications, training, etc. be secured and updated for all employees for the maintenance and technical services performed under this contract.
- 2.2.2 Contractor shall provide one (1) Project Manager who is knowledgeable of the Contractor's daily activities when performed at the site and is experienced in landscape maintenance. The Project Manager will be responsible for overall supervision of the Contractor's work force for the District Service Area and shall serve as the single point of contact between the District and Contractor. The Project Manager shall maintain at all times a means of being contacted by the District Manager and/or the District Manager's Designated Personnel and shall respond to such a call within a reasonable amount of time. The Project Manager shall be responsible for coordinating all scheduled services and activities and shall notify the District Manager and or the District Manager's Designated Personnel of the daily schedule, for quality control of the Contractor's services, and for arranging and supervising unscheduled maintenance services requested by the District or the District Manager.
- 2.2.3 Contractor shall provide at least one (1) full-time onsite Field Supervisor to observe and monitor the daily activities including landscape and general grounds maintenance operations. The Field Supervisor shall be Green Industries Best Management Practices Certified and must have experience in central Florida ornamental horticulture and Florida-friendly landscape practices.
- 2.2.4 Contractor shall provide adequate staffing levels in order to complete the duties outlined in the Agreement and its Scope of Services so that the duties of the Contractor are performed in a timely, skillful and competent manner.

2.3 Personnel Dress Code

The Contractor shall ensure that employees working pursuant to the Agreement shall wear uniforms or professional attire at all times. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, or in the opinion of the District Manager and/or the District Manager's Designated Personnel is unsightly for any reason, shall be strictly prohibited. Contractor personnel shall wear shirts at all times and shall wear footwear that conforms to safe work practices.

2.4 Personnel Conduct

The Contractor shall enforce strict discipline and good order among its employees. The Contractor shall ensure that its employees that communicate and interact with the Harmony community are knowledgeable of the Scope of Services and other duties of the Contractor.

2.5 Safety Program

The Contractor shall develop, implement, and maintain a safety program for its operations performed under this Scope of Services. That safety program shall include, at a minimum, a safety policy, safety rules and procedures, safety training, procedures for reinforcing and monitoring safety programs, procedures for accident investigations, providing and maintaining equipment safety features, and safety record keeping.

The Contractor shall comply with all State of Florida and federal and local regulations, rules and orders, as they pertain to occupational safety and health, the safe operation and security of the facilities.

The Contractor shall provide, at the Contractor's expense, all safety equipment and materials necessary for and related to the work performed by its employees. Such equipment will include, but is not limited to items necessary to protect its employees and the general public, if applicable.

2.6 Facility Location

The District shall not provide a storage building within the boundaries of the District for the Contractor as part of this Scope of Services. The Contractor shall, upon receipt of written approval from the District Manager, be allowed to temporarily store, if necessary, its materials and equipment onsite at a District-selected location. The Contractor shall be responsible for security of its stored materials and equipment, as well as any connections for utilities to the storage site. The Contractor may be allowed to temporarily have placed a debris dumpster specifically intended for the disposal of debris generated as part of the Contractor's daily activities as outlined throughout this agreement so long as the location of the debris dumpster is approved by the District Manager. Contractor shall be solely responsible for the costs associated with said debris dumpster.

2.7 Subcontractors

If the Contractor, as a part of the performance of its Services, elects to employ Subcontractors, the following shall apply:

1. The Contractor shall reserve the right to hire qualified Subcontractors to perform specialized functions or work including specialized equipment as may be required, at Contractor's expense.
2. The Contractor shall be responsible for, and coordinate with, the services of any of its Subcontractors.
3. The Contractor shall require all its Subcontractors, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents.

2.8 Consultants

If the Contractor, as a part of the performance of its Services, elects to employ Consultants, the following shall apply:

1. The Contractor shall reserve the right to hire qualified consultants to perform specialized functions or work including specialized equipment as may be required, at Contractor's expense
2. The Contractor shall be responsible for, and coordinate with, the services of any of its Consultants.
3. The Contractor shall require all Consultants, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents.

2.9 Data Maintenance

It is to be understood that all data transmitted, and material/equipment purchased under this contract by the Contractor or provided to the Contractor, either by the District or third parties, are the sole properties of the District. The Contractor shall have temporary charge of the data while performing contracted services for the Service Area. All data shall be returned to the District through the District Manager at the conclusion of the term of the Agreement, after which no copies of the data may be kept by the Contractor without the express written permission of the District.

The District shall retain the right to require that the Contractor transfer all landscape maintenance service data to the District immediately upon fourteen days' written notice, for any reason. The same procedures shall apply should it become necessary for the Contractor to voluntarily return all of said data to the District.

2.10 Quality Control

The District will have the right, at any stage of the operation, to reject any or all of the Contractor's Services and materials, which in the District Manager's or the District Manager's Designated Personnel's opinion does not meet the requirements of these specifications. Throughout the entire Service Area, the Contractor shall maintain the installed number of shrubs, ground cover, and trees in addition to the installed amount of turf grasses. The Contractor shall replace or reimburse the District for the cost of replacement or repairs, at the Contractor's own expense, those turf areas, shrubs, ground cover, and trees that are damaged or lost due to insects, disease, and/or fungus as directed by the District Manager. All replacements shall meet the original design, specification, and quality of surrounding related material. Any other CDD systems or facilities damaged due to Contractor's negligence shall be repaired or replaced as directed by the District Manager and/or the District Manager's Designated Personnel at the Contractor's own expense. All repairs and replacements shall also occur within two (2) weeks of notice from the District Manager.

If requested by the District Manager and/or the District Manager's Designated Personnel, the Contractor will make weekly walk-through reviews of the entire site related to visual observations and the Contractor's performance. The Contractor will make repairs and adjustments, as directed by the District Manager and or the District Manager's personnel, during these site visits. A monthly Maintenance Report shall be generated by the Contractor and submitted to the District Manager and/or the District Manger's Designated Personnel outlining potential problem areas and the Contractor's proposed corrective action, upcoming work approval request, coordination, scheduling, etc. The Contractor shall provide the District Manager with a weekly updated maintenance log addressing all activities occurring in that week.

2.11 Materials

All materials shall conform to bid specifications. Contractor will meet all licensing and reporting requirements.

2.12 Licensing and Permits

Contractor shall maintain any applicable license and permit requirements of Osceola County, the State of Florida, the Federal Government as well as all other requirements of the law.

2.13 Liability and Adherence to Scope of Services

Contractor shall be liable for any damage of any kind whatsoever that is caused by the negligence of the Contractor, its agents or employees.

Throughout the entire Service Area, Contractor shall maintain the installed number of shrubs, groundcover, trees, and turf. At the direction of the District Manager, Contractor shall replace or repair (or reimburse District for the cost of any replacement or repairs made by the District), at Contractor's own expense, those turf areas, shrubs, groundcovers, trees, or other District systems or facilities, that are damaged or lost due to the negligence of the Contractor and/or the failure of the Contractor to adequately control insect, disease, and/or fungus. All replacements shall meet the current size, specification, and quality of surrounding related material. All repairs and replacements shall occur within two (2) weeks of noticed date of discovery. However, Contractor shall not be responsible for any damage resulting from a natural disaster (e.g., freezing temperatures, hurricanes, tornadoes, storms, or floods).

3. COORDINATION

The Contractor shall provide coordination with the District Manager and/or the District Manager's Designated Personnel for all items associated with the requirements of this Agreement.

The Contractor shall meet with the District Manager and/or the District Manager's Designated Personnel, as appropriate, on at least a monthly basis. Those meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving those issues, review of schedule and budget status, and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the District Manager, and/or the District Manager's Designated Personnel, or the Contractor. The Contractor shall record and distribute notes of each meeting to all attendees within five (5) business days, as well as other parties with a need-to-know. The District Manager and/or the District Manager's Designated Personnel shall set the meeting time and location.

In addition, Contractor shall provide a representative to attend the monthly meeting of the Harmony Community Development District Board of Supervisors if requested to do so by the District Manager. This representative shall be knowledgeable of this Scope of Services and shall be able to respond to any questions the District Board of Supervisors may have as to the day-to-day activities of the Contractor pursuant to this Agreement.

Coordination with appropriate entities in carrying out the performance of the Agreement is considered one of the many critical activities of the Contractor. Those entities that Contractor shall coordinate with include, but are not limited to, the following:

1. CDD Manager
2. District Manager's Designated Personnel
3. CDD Engineer
4. CDD Field Manager/Dockmaster
5. Harmony Development Company
6. Orlando Utility Commission (OUC)
7. Toho Water Authority
8. Osceola County and its various departments
9. Florida Department of Transportation
10. Adjacent property Owners, as directed by the District Manager and/or the District Manager's Designated Personnel

4. SCHEDULED OPERATIONS AND MAINTENANCE

Harmony is a Florida Green Building Coalition “Certified Green Development” which requires the practice of Florida-friendly and environmentally sound landscaping practices. “Green” alternatives shall be considered and utilized whenever feasible.

The Contractor shall meet all requirements associated with turf care, shrubs/ground cover care, tree care, and litter removal, as required in this Agreement. The Contractor shall thoroughly make routine site inspections of the District Service Area as set forth in attached Exhibit C to the underlying Agreement. All landscaping, hardscape, and structures (fences, entry features, benches, etc.) within the Service Area shall be maintained by this Contractor in accordance with the following requirements:

4.1 Turf Care

4.1.1 Mowing

- a. All St. Augustine, Zoysia, Bermuda, and Bahia turf areas located within the service area shall be mowed once per week from April through September, three (3) times per month in March and October, and once every other week from November through February. Mowing shall be performed at a frequency of 42 times a year.
- b. Meadow grasslands shall be mowed monthly.
- c. Turf areas along U.S. Hwy 192 are to be maintained as specified above in section 4.1.1 a. The Contractor will pay particular attention to this area since it is the first impression for residents, visitors, and guests.
- d. Turf areas around ponds shall be maintained up to four (4) feet from the water’s edge unless otherwise noted with onsite “No Mow” signage. The four-foot buffer zone shall be mowed twice annually at a height of 8 to 10 inches at the direction of the District Manager or his designee.
- e. Mowing retention areas and other areas too wet for proper mowing will be mowed when the ground is firm enough to allow for normal mowing procedures.
- f. Mowing height is to be based on reasonability and what is horticulturally correct for the turf variety and conditions. However, in no instance will the mowing height be less than three (3) inches, to foster photosynthesis and healthy root development, nor shall more than one-third of the blade be removed at any cutting. This excludes sport turf and Zoysia turf, which are to be maintained horticulturally correctly for each specific turf variety.
- g. Mower blades shall be kept sharp at all times to prevent tearing of grass blades.
- h. Mulching type-mowing equipment is preferred.
- i. Visible clippings after mowing shall be removed to prevent thatch build up.
- j. Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers.

- k. All clippings shall be kept out of landscape beds and off all sidewalks, roadways, waterways, water features, and swimming pools.
- l. Appropriately sized mowing equipment shall be used around all trees in an effort to prevent tree trunk damage.

4.1.2 Edging

- a. Hard surface edging is to be defined as outlining and/or removing turf from along all sidewalks and curbs, and soft surface edging is to be defined as outlining and/or removing turf from all trees rings and planting beds, etc. by the use of a mechanical edger.
- b. All hard surface edging shall be performed to maintain straight and sharp edges between curbs/sidewalks and turf areas. Edging shall be completed the same day and at the same frequency that an area is mowed.
- c. All soft surface edging shall be performed neatly to maintain the shape and configuration of all planting areas in a clean manner, free of imperfections, at the same frequency as detailing of plant beds (once every three weeks). All plant bed edges shall be maintained to the curves, as originally designed.
- d. The edging equipment shall be equipped with manufactures guard to deflect hazardous debris. String or lined trimmers shall not be used.
- e. All sidewalks, streets, and roadways shall be immediately swept, blown, or vacuumed to maintain a clean, well-groomed appearance. Clippings and other debris shall not be disposed of into storm drains.
- f. The proper safety precautions shall be taken when edging (i.e., safety vest, signage, warning light, etc.), along roadways as required by Federal, State or local law, as deemed necessary by the Contractor and/or as directed by the District Manager.
- g. Frequency of edging: the edging of all sidewalks, curbs, driveways, valve boxes, landscape beds and paved areas will be performed weekly from April through October and no less than two (2) times monthly from November through March.

4.1.3 Trimming

All areas inaccessible to mowers, and/or otherwise unmowable due to trees, light poles, chain-link fences, signs, rocks, culverts, miscellaneous hardscape items etc., shall be trimmed at the same height, same day, in the same frequency as mowing. This includes grass runners around all ponds. Trimming shall be performed with the use of a string trimmer or other mechanical means. Chemical use shall be encouraged when working within six (6) inches of any vinyl fence posts. All other chemical use will not be permitted unless approved by District Manager and/or the District Manager's Designated Personnel.

4.1.4 Disease Control

The spraying of turf for control of disease shall be provided as needed, including the following procedure:

- a. A preventive program shall provide at least two (2) disease sprays and at least two (2) herbicide treatments for weed control per year.
- b. Re-treatments required between scheduled applications shall be performed at the Contractor's expense.
- c. The Contractor reserves the right to substitute a granular product for a liquid based on prevailing weather conditions.
- d. Turf areas shall be continuously monitored for infestations of disease and/or fungus, and weeds will be treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the District Manager and/or the District Manager's Designated Personnel.
- e. All Florida and federal regulations governing the use and application of chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to these regulations.
- f. Contractor shall provide MSDS sheets for all chemicals to the District Manager and/or the District Manager's Designated Personnel prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the District Manager, prior to application, throughout the entire contract period.

4.1.5 Fertilization

- a. Contractor shall obtain all permits and licenses needed in order to lawfully spread fertilizer pursuant to Florida law.
- b. Fertilizer shall be applied at least three (3) times per year (March, July and November). A standard, non-burning commercial turf fertilizer shall be used at a rate of one (1) pound of actual nitrogen per 1,000 square feet.
- c. Fertilizer shall be watered as soon as possible following application. The Contractor shall therefore coordinate with the District Manager and/or the District Manager's Designated Personnel concerning application schedules in order to make sure that they align with the watering schedule.
- d. All fertilizers shall be applied (full coverage) according to manufacturer's instructions.
- e. Fertilizers shall be applied when the turf is dry and not over an early morning dew.
- f. Application may be different depending on the season of application, and should always meet the specific site condition and the type of turf. Any reapplications required, in the District Manager's opinion, shall be provided at the Contractor's own expense.
- g. The District Manager reserves the right to make reasonable adjustments to the specifications, timing, rate of application and elementary composition according to actual horticultural conditions at the time.

- h. A State inspection of analysis along with an actual certified fertilizer label, legible and otherwise suitable condition for filing, must be submitted for approval.
- i. To maintain uniform turf color, fertilization of the Service Area shall be completed within ten (10) consecutive working days.
- j. All fertilizers shall be kept out of canals and stormwater retention ponds and must be removed immediately from all sidewalks and roadways.
- k. A report containing bag usage and tonnage per area shall be submitted immediately following fertilization.
- l. All Florida and Federal laws and regulations governing the use/application of chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- m. Contractor shall provide MSDS sheets for all chemicals to the District Manager and/or the District Manager's Designated Personnel prior to start of contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the District Manager and/or the District Manager's Designated Personnel, prior to application, throughout the entire contract period.

4.1.6 Pest Control

- a. The Contractor shall provide at least four (4) applications (full coverage) of insect control per year in the months of March, May, July and September for St. Augustine and two (2) applications of insect control per year in May and July for Bahia. Any reapplications required, in the District Manager's or the District Manager's designee's opinion, shall be provided at the Contractor's own expense.
- b. St. Augustine turf areas shall be sprayed to effectively control infestations of insects including chinch bugs, sod webworms, army worms, and mole crickets. The selected spray should also help control fire ants and fleas. These areas shall be continuously monitored for infestations and shall be treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the District Manager. *(It is agreed as a part of these specifications that control of mole crickets cannot be guaranteed under this contract.)*
- c. Bahia and Bermuda turf areas shall be sprayed to effectively control infestations of insects including leafhoppers, sod webworms, army worms, and mole crickets. The selected spray should also help control fire ants and fleas. These areas shall be continuously monitored for infestations and shall be treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the District Manager. *(It is agreed as a part of these specifications that control of mole crickets cannot be guaranteed under this contract.)*
- d. Contractor shall routinely control fire ant colonies within the dog parks, sports turf, playgrounds, Harmony Square, and other high use areas, as guided by section 4.2.2

- e. Contractor shall routinely control the establishment of cogongrass, torpedo grass, and other invasive exotic plants.
- f. Additional treatments shall be provided with fungus and disease spray in order to control brown patch and dollar spot.
- g. Contractor shall be responsible for the replacement of all damaged turf as a result of ineffective insect control methods.
- h. All Florida and Federal laws and regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- i. Contractor shall provide MSDS sheets for all chemicals to the District Manager and/or the District Manager's Designated Personnel prior to start of Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the District Manager and/or to the District Manager's Designated Personnel, prior to application, throughout the entire term of the Agreement.

4.1.7 pH Adjustment

It is anticipated that the soil pH level may require adjustment in various areas throughout the Service Area. The Contractor shall perform, as directed by the District Manager, soil tests for any and all areas where the landscape is not responding adequately to the landscape care program. Based on the pH test results, the Contractor shall provide a pH adjustment program, if required, as approved by the District Manager and/or the District Manager's Designated Personnel. These areas will be monitored and, as directed by the District Manager and/or the District Manager's Designated Personnel, follow-up tests will be required. The soil tests and the pH adjustments shall be considered part of the base Scope of Services.

4.2 **Sport Turf**

4.2.1 Mowing

- a. Height of cut shall range from .5 inch to 1 inch.
- b. Frequency of mowing: April through October, every three (3) to five (5) days, and November through March, every 10 to 14 days or as needed depending on temperatures and rainfall.
- c. Reel mowing height shall be .5 inch and rotary mowing height shall be 1 inch.
- d. Visible clippings after mowing shall be removed to prevent thatch build up.
- e. Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers.
- f. All clippings shall be kept out of landscape beds and off all sidewalks, roadways, waterways, water features, and swimming pools.

4.2.2 Insecticides

The spraying of sport turf for control of insects and disease shall be provided as needed, including the following procedure:

- a. Frequency of insecticides for mole crickets: annual application using Top Choice in either April or May using 88 pounds per acre.
- b. Contractor shall utilize visual inspections and Integrated Pest Management to monitor sod webworm and armyworm thresholds.
- c. Contractor shall apply insecticides to control worms following the label instructions as needed.
- d. Contractor shall monitor fire ant populations and shall apply Top Choice as the preferred insecticide. Advion is an acceptable alternative.
- e. Contractor shall closely monitor for fire ants for the safety and comfort of the public, especially children.
- f. Re-treatments required between scheduled applications shall be performed at the Contractor's expense.
- g. Sport turf areas shall be continuously monitored for infestations of disease and/or weeds and will be treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the District Manager.
- h. All Florida and Federal laws and regulations governing the use and application of chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to these regulations.
- i. Contractor shall provide MSDS sheets for all chemicals to the District Manager prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the District Manager, prior to application, throughout the entire contract period.
- j. Contractor shall be responsible for the replacement of all damaged turf as a result of ineffective insect control methods.

4.2.3 Herbicides

- a. The calibration of the sprayer is important for any herbicide application.
- b. Harmony turf exhibits similar resistance to herbicides as 419 Bermuda grass
- c. All State and Federal regulations governing the use and application of chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to these regulations.
- d. Contractor shall apply herbicides on an as-needed basis, but not less than twice a year in February and May.
- e. District Manager recommends using Ronstar pre-emergent herbicide.

- f. Re-treatments required between scheduled applications shall be performed at the Contractor's expense.
- g. Sport turf areas shall be continuously monitored for infestations of disease and/or weeds and will be treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the District Manager.
- h. Contractor shall provide MSDS sheets for all chemicals to the District Manager prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the District Manager, prior to application, throughout the entire contract period.
- i. Contractor shall be responsible for the replacement of all damaged sport turf as a result of ineffective herbicide methods.

4.2.4 Fungicide

- a. Contractor shall apply herbicides on an as-needed basis.
- b. Sport turf areas shall be continuously monitored for infestations of disease and/or fungus and will be treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the District Manager.
- c. All Florida and Federal laws and regulations governing the use and application of chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to these regulations.
- d. Contractor shall provide MSDS sheets for all chemicals to the District Manager prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the District Manager, prior to application, throughout the entire contract period.
- e. Contractor shall be responsible for the replacement of all damaged sport turf as a result of ineffective fungicide methods.

4.2.5 Fertilization

- a. Contractor shall use slow-release nitrogen in the form of polyon or Nutralene at a rate of six (6) to eight (8) pounds per 100 square feet annually.
- b. Fertilizer shall be watered following application at the next regular watering period. The fertilization schedule shall be coordinated with the District watering schedule through the District Manager's designated irrigation personnel so that the fertilization takes place right before the watering.
- c. All fertilizers shall be applied (full coverage) according to manufacturer's instructions.
- d. Fertilizers shall be applied when the turf is dry and not over an early morning dew.

- e. Analysis may be different depending on the season of application, and should always meet the specific site condition and the type of turf. Any reapplications required, in the District Manager and/or District Manager's Designated Personnel's opinion, shall be provided at the Contractor's own expense.
- f. The District Manager reserves the right to make reasonable adjustments to the specifications, timing, rate of application, and elementary composition according to actual horticultural conditions at the time.
- g. A State inspection of analysis along with an actual certified fertilizer label, legible, and otherwise suitable condition for filing, must be submitted for approval.
- h. To maintain uniform turf color, fertilization shall be completed within ten (10) consecutive working days for the community.
- i. All fertilizers shall be kept out of canals and stormwater retention ponds and must be removed immediately from all sidewalks and roadways.
- j. A report containing bag usage and tonnage per area shall be submitted immediately following fertilization.
- k. All Florida and Federal laws and regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- l. Contractor shall provide MSDS sheets for all chemicals to the District Manager prior to start of contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the District Manager, prior to application, throughout the entire contract period.

4.2.6 pH Adjustment

- a. Contractor shall take annual soil samples. There are higher nitrogen rates in the spring and lower rates in the summer and fall.
- b. Based on the pH test results, the Contractor shall provide a pH adjustment program, if required, as approved by the District Manager. These areas will be monitored and, as directed by the District Manager, follow-up tests will be required. The soil tests and the pH adjustments shall be considered part of the base Scope of Services.

4.3 Shrubs/Groundcover Care

4.3.1 Annuals

- a. Contractor shall be responsible for installation of 1,600 annuals per quarter (6,400 annuals per year) for each of the four (4) quarterly rotations in spring, summer, fall, and winter at various plant beds located throughout the Service Area as outlined on the attached Service Area Map. District Manager shall be consulted prior to the removal and subsequent replacement.
- b. All annuals shall be four-inch container-grown Grade A plants with multiple blooms at the time of installation. All prices should include soil amendments,

mulch, labor, taxes, etc. associated with installations. All plants should be in bloom at time of planting. Specific colors and varieties shall be mutually agreed upon prior to installation. Contractor is responsible for the spacing of seasonal plants as shown below:

1. Distance away from curbs, turf lines, etc. = 10 inches
 2. On Center (o.c.) spacings = 10 inches
- c. Annual maintenance shall include dead headings once per month, pruning once per month, insect and disease control once per month and fertilization once per month.

4.3.2 Pruning

- a. Detailing of planted areas shall be performed in a sectional method as needed to keep them from spreading over walks, curbs, or up walls. Pruning to maintain a natural shape shall be a continuous operation.
- b. Detailing includes trimming, pruning and shaping of all shrubbery, ornamentals and ground cover, removal of under story tree suckers, removal of unwanted vegetation, and the fluffing of bark or chips.
- c. New shrubs shall be hand clipped to remove only the top excess growth. Hedge sheering shall not be performed until shrub rows are completely full and have obtained at least three (3) feet full height. Pruning sides of shrubs shall be avoided to allow the mass to naturally fill.
- d. No pruning shall be performed on live wood that alters the shape and fullness with respect to the intended character of the plantings. Any shrub damage from equipment, other negligent activities, or improper pruning shall be replaced by the Contractor at no cost to the District.
- e. Shrubs shall be pruned according to District Manager's specific instructions.
- f. Summer flowering shrubs shall be pruned yearly during late winter/early spring (late February through April).
- g. Spring flowering shrubs shall be pruned yearly after blooming.
- h. Broad leaf evergreen shrubs shall be hand-pruned monthly to maintain their natural appearance after the new growth has hardened off.
- i. Conifers shall be pruned monthly after the foliage of the new growth has changed color.
- j. All Florida native ornamental grasses shall be pruned during the winter months or as dictated by each plant type as typically accepted as a horticultural standard.
- k. Ground covers shall be edged and pruned to contain them within the planting beds.

- l. The main stem of shrubs or vine-like plants planted near fences shall be secured to the fence with plastic tie material to allow new growth to be guided as directed by the District Manager.
- m. All clippings shall be removed from all sidewalks, roadways, and waterways, and disposed off-site.
- n. A schedule for pruning shall be submitted within 30 calendar days of the notice-to-proceed with the Services for District Manager's approval.
- o. Selective pruning, balling and shaping shall be performed as needed to expose landscape lights and remove all dead wood.

4.3.3 Weeding

- a. The Contractor shall be required to maintain all mulched areas (including shrubs and landscape beds) reasonably free of weeds, to a level that is acceptable to the District Manager and/or the District Manager's Designated Personnel, by hand pulling or chemical means, as environmental, horticultural, and weather conditions permit. An appropriate combination of pre- and post-emergent is strongly recommended.
- b. All weeds collected, including flowers, leaves, clippings and other landscape debris, shall be removed and disposed off-site every other week unless heavier accumulation requires weekly removal and disposal off-site.
- c. Weeds around impervious surfaces shall be sprayed as soon as observed.
- d. All Florida and Federal laws and regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- e. Contractor shall provide MSDS sheets for all chemicals to the District Manager and/or the District Manager's Designated Personnel prior to start of the services under the Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the District Manager and/or District Manager's Designated Personnel, prior to application, throughout the entire Agreement period.

4.3.4 Fertilization

- a. A custom blend fertilizer shall be applied to shrubs and other landscape plants as needed with a minimum of at least three (3) times per year (February, May, and October).
- b. Analysis shall include a trace element of iron, magnesium, zinc, and calcium. Analysis and program should be structured to meet the specific site conditions. Reapplications, if required in the District Manager's and/or District Manager's Designated Personnel's opinion, shall be provided at the Contractor's own expense.
- c. Fertilizers shall be applied at a rate of 1 (one) pound of nitrogen per 1,000 square feet of bed area.

- d. Fertilizers shall have the following:
1. Forty-percent nitrogen derived from ammonium sulfate, 60% from controlled release.
 2. A ratio of nitrogen to potassium at 1 to 1.
 3. Two percent iron - minimum.
 4. Two percent magnesium - minimum.
 5. One percent magnesia - minimum.
 6. Three percent phosphorous - minimum.
 7. Include elements of calcium, boron, copper, zinc, and phosphor.
- e. Alternative fertilizer analysis may be approved by the District Manager, if the Contractor substantiates reasons for healthier plant growth.
- f. Granular fertilizer shall be applied by hand or hand operated broadcast spreader insuring uniform coverage. Fertilization shall be completed within ten (10) consecutive working days.
- g. A State inspection of analysis along with an actual label in legible and otherwise suitable condition for filing shall be submitted for approval.
- h. All fertilizer shall be kept out of canals and lakes and be removed immediately from all sidewalks, pedestrian areas, and roadways.
- i. A report containing name of product applied, mix ratio, rate of application, amount of product applied, and location of application shall be submitted to the District Manager immediately following fertilization.
- j. All Florida and Federal laws and regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- k. Contractor shall provide MSDS sheets for all chemicals to the District Manager prior to start of the provision of services under the Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the District Manager and/or to the District Manager's Designated Personnel, prior to application, throughout the entire Agreement period.

4.3.5 Pest and Disease Control

- a. The District Manager and/or District Manager's Designated Personnel shall be notified one week prior to any chemical application. All overspray shall be prevented and contact with any pedestrians, their property or pets shall be strictly avoided.
- b. All landscape areas shall be continuously monitored for infestations of insects and disease/fungus, and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the District Manager and/or District Manager's Designated Personnel.
- c. Six (6) applications (full coverage) of insect and disease control shall be required per year in the months of February, April, June, August, October, and December. It shall be monitored and treated on an as-needed basis. Any reapplications required, in the District Manager's and/or the District

Manager's Designated Personnel's opinion, shall be provided at the Contractor's own expense.

- d. Use manufacturers' instructions for proper applications. Operating personnel shall be knowledgeable for monitoring and identification and licensed for application. All chemicals shall be used in strict accordance with Federal, State, and County directives on environmental control and carry an EPA approval number.
- e. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- f. Contractor shall provide MSDS sheets for all chemicals to the District Manager prior to start of the Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the District Manager, prior to application, throughout the entire term of the Agreement.

4.3.6 **Mulching**

- a. Pine nugget bark mulch shall be installed one time a year between November 1 and January 31 at a minimum depth of three (3) inches in all plant beds and tree rings. Landscape beds beneath natural pine stands shall be mulched with pine straw at a minimum depth of three (3) inches.
- b. At no time shall mulch material be allowed to build up against the tree or plant material base. Mulch shall be maintained at a minimum distance of three (3) inches from the plant base.
- c. Mulch in excess of three (3) inches shall be removed from the planting areas.
- d. All privacy berms shall be mulched (1) time per year in March with premium pine nugget bark mulch.
- e. Playground areas shall be mulched annually during the month of January. Six (6) inches of mulch is required to be added to the existing mulch using an EWF mulch that meets the specifications in ASTM F2075: *Standard Specification for Engineered Wood Fiber* and tested to and comply with ASTM F1292.

4.3.7 pH Adjustment

A soil analysis and pH adjustment shall be provided for shrubs/ground covers as per section 4.1.7.

4.4 Tree Care

4.4.1 Pruning

- a. In the event the District or District Manager has contracted with a certified arborist, the Contractor shall consult with said certified arborist before undertaking any and all pruning activities.

- b. Unless otherwise directed by the District Manager or the District Manager's Designated Personnel, the Contractor shall be responsible for pruning trees within the service area from the ground level up to 10 feet high on the trees.
- c. Trees shall be maintained in their natural shape. Trees shall be pruned in a manner to select and develop permanent scaffold branches that are smaller in diameter than the trunk to which they are attached, to provide radial orientation so as not to overlay on one another, to eliminate narrow V-shaped branch forks that lack strength, to reduce topping and wind damage by thinning out crowns, to maintain growth within space limitations, and to balance the crown with the root structure.
- d. Canopy tree pruning shall be limited to the pruning of trees 10 feet or less in height and shall occur as required to maintain safe pedestrian height clearance.
- e. Palm tree trimming shall occur a minimum of once annually during winter months and as needed the remaining months of the year.
- f. No pruning should be performed on live wood that would affect the fullness with respect to the intended character of the plantings. Any tree damaged from equipment, other negligent activities, or improper pruning shall be replaced by the Contractor at no additional cost to the District.
- g. Contractor shall remove all sucker growth from the base of trees on a regular basis. Contractor shall remove any limbs, which in the District Manager's and/or the District Manager's Designated Personnel's opinion, pose a threat to public safety. Contractor shall provide specific pruning practices, unless otherwise directed by the District Manager and/or the District Manager's Designated Personnel, for the following items:
 - 1. Canopy Trees 10 feet or lower in height – Generally prune trees to maintain the desired uniform appearance by thinning or tipping. No topping shall be performed. Branches are encouraged to hang over walks with adequate pedestrian and bicycle clearance.
 - 2. Crepe Myrtle – Crepe Myrtles shall be hand pruned in mid to late February to remove suckers, seed pods, and crossed or damaged limbs. Severe topping and mechanical shearing will not be accepted and is considered out of character.
 - 3. Ligustrum – shall be sheared into globes and sucker growth shall be removed to achieve a clear trunk.
 - 4. Magnolias – Prune only sucker growth to maintain an attractive, clear trunk appearance.
 - 5. All Palms – Condition and appearance of booted trunks shall be monitored monthly and cleanup/boot removal shall be provided as directed by the District Manager and/or District Manager's Designated Personnel. Once the fronds have drooped to an 8:00 to 4:00 angle, the Contractor shall remove the fronds to a maximum 9:00 to 3:00 angle.
- h. Other ornamental trees shall be pruned yearly during late winter/early spring (late February - April).

- i. All other trees shall be pruned yearly to enhance their natural character as directed by the District Manager and/or the District Manager's Designated Personnel and at the recommendation of a certified arborist.
- j. Trees shall be canopied in a manner that will prevent interference with pedestrian walkways, as well as assist in the general appearance of the Service Area. This service will be performed as necessary during a three-week period of time to maintain uniformity and property clearances.

4.4.2 Tree Basins

- a. A cleared circle shall be maintained at the base of all trees to reduce the competition for nutrients by lawns, shrubs, and groundcovers and to prevent damage from mowing equipment. Mulch shall not be allowed to encroach upon the tree trunk and must maintain a minimum clearance of three (3) inches.
- b. Guide wires shall be completely removed once new trees have become established so as to prevent trunk girdling.

4.4.3 Fertilizer

- a. Trees other than palms within lawn or groundcover areas do not require supplemental fertilization unless recommended for specific deficiencies. All other trees shall receive fertilization on an as-needed basis to maintain color and health, with a minimum of two (2) applications per year.
- b. Trees shall be fertilized as per the requirements of 4.3.4. Any alternative fertilizer analysis recommended specifically for individual trees may be approved if the Contractor substantiates reasons for healthier plant growth.

4.4.4 Pest Control

Preventative insect/disease control treatments shall be provided for individual trees, as per the requirements of 4.3.5.

4.4.5 Mulch

All individual isolated trees shall have their tree ring re-mulched as per requirements of 4.3.6.

4.4.6 pH Adjustment

Soil testing and pH adjustment shall be provided as per the requirements of 4.1.7.

4.5 Irrigation System

4.5.1 General Requirements

- a. The District Manager and/or the District Manager's Designated Irrigation Personnel shall be responsible for maintaining the District's irrigation system.
- b. The Maxicom irrigation control system is maintained by the District, and the system is adjusted as needed. The Contractor is expected to communicate any problems, questions, concerns, etc., with the District Manager, and/or the

District Manager's Designated Personnel, and with District personnel, including informing the District Manager and/or the District Manager's Designated Personnel of dry areas.

4.5.2 Monitoring

- a. ~~The District Manager and/or the District Manager's Designated Personnel~~ shall activate each irrigation zone and inspect the entire operation of the system for broken or clogged heads, malfunctioning or leaking valves, or any other condition that hampers the correct operation of the system no less than once every month.
- b. If Contractor notices any problems with the valves, Contractor shall report the problem to the District Manager and/or the District Manager's Designated Personnel.

4.5.3 Valve/Valve Boxes

- a. ~~District Manager and/or District Manager's Designated Personnel~~ shall provide any miscellaneous cleaning of valves for proper functioning on an as needed basis.
- b. If Contractor notices any problems with the valves, Contractor shall report the problem to the District Manager and/or the District Manager's Designated Personnel.

4.6 Litter Removal

4.6.1 Landscaped Areas

Paper, grass, cans, trash, branches and other debris shall be removed from the turf, landscape beds, stormwater retention ponds, lake banks, recreational facilities, and boat dock facilities prior to each mowing cycle and shall be disposed of properly. Contractor shall monitor the aforementioned between mowing cycles and all rights-of-way, stormwater ponds, and parks.

4.6.2 Sidewalks

All walkways shall be kept clear of debris, including fertilizer.

4.6.3 Trash Receptacles

Contractor shall provide pest control and disinfectant around the trash receptacles twice per month or as directed by the District Manager.

4.7 District/ District Manager Awareness

Contractor shall be responsible for notifying the District Manager of any plant materials that have died or those in a state of decline and coordinating and communicating with the District Manager as to all of the contractual obligations within the service area on a regular basis.

5. UNSCHEDULED MAINTENANCE AND REPAIRS

The Contractor shall be equipped and organized to provide any unscheduled maintenance and repairs required in the Agreement. The following addresses the general procedures for unscheduled maintenance and repairs, response to damaged facilities and emergencies, and unscheduled maintenance activities.

5.1 General

The Contractor shall be responsible for all repairs unless directed otherwise by the District Manager and/or District Manager's Designated Personnel. Repairs that result from the Contractor's failure to properly perform the services under this Scope of Services shall not be considered an additional service and therefore shall not warrant additional compensation to the Contractor. Repairs that, in the Contractor and District Manager's opinion, are not as a result of Contractor negligence shall be deemed an additional service and shall, at the District Manager and/or District Manager's Designated Personnel's election, be made by the Contractor upon receipt of written direction from the District Manager and/or District Manager's Designated Personnel. When the Contractor determines that a repair is necessary, the Contractor shall submit to the District Manager and/or to the District Manager's Designated Personnel the Contractor's estimate of the cost to perform the repair. Whenever possible, this cost estimate should be sent to the District Manager seven (7) calendar days in advance of the Contractor performing the services. The District Manager and/or District Manager's Designated Personnel shall return one executed copy of the proposal and shall indicate the method of compensation. In the event the services are to be provided on a unit price or time and material basis, within seven (7) calendar days upon completion of the services, the Contractor shall submit to the District Manager and/or the District Manager's Designated Personnel, an itemized listing of the Contractor's costs to perform the services including all unit quantity items or labor, equipment, materials, and subcontractors accordingly. The itemized listing shall be presented in a format acceptable to the District Manager and if requested by the District Manager and/or the District Manager's Designated Personnel shall include copies of invoices from others providing work or materials on the repair.

5.2 Damaged Facilities

5.2.1 Should the Contractor become aware of damage to the facilities within the area maintained by the Contractor, the Contractor shall notify the District Manager and/or the District Manager's Designated Personnel as soon as possible. If the District Manager or the District Manager's Designated Personnel elects to have the Contractor perform the repair, the District Manager shall request a proposal for the repair and shall authorize in writing for the Contractor to proceed with the repair.

5.2.2 Damaged Irrigation System Repairs

- a. All breaks caused by the Contractor shall be reported immediately to the District Manager and/or District Manager's Designated Personnel. If directed by the District Manager and/or the District Manager's Designated Personnel, the Contractor shall repair the damage in a timely fashion at no cost to the District. Lines shall be flushed thoroughly before installing new heads.
- b. All breaks discovered, but not caused by the Contractor, shall be reported immediately to the District Manager and/or the appropriate District Manager Personnel.

- c. Above-ground irrigation components damaged by the Contractor while performing landscape maintenance activities shall be reported immediately to the District Manager and/or District Manager personnel. If requested by the District Manager or the District Manager's Designated Personnel, the Contractor shall repair and replace the damaged component at no cost to the District as soon as possible in order to prevent wash-outs, poor coverage, etc.
- d. If any repair is required due to Contractor's negligence and the District Manager's Personnel makes an emergency repair, the District shall charge the Contractor for the cost of the repair.
- e. Irrigation components damaged by accident caused by someone other than the Contractor, by wear and tear, or by vandalism, shall be reported to the District Manager immediately. Execution and payment for these repairs is explained in Section 5.1.

5.3 Emergency Repairs

- 5.3.1 If the repair to a damaged facility is deemed an emergency and an immediate repair is judged necessary by the Contractor and the District Manager or District Manager's Designated Personnel, then the Contractor shall proceed with providing all material, labor, and equipment on a time-and-material basis necessary to make the repair and restore the facilities.
- 5.3.2 When the Contractor is responsible for damaging any irrigation system components, the Contractor shall notify the District Manager and/or the District Manager's Designated Personnel immediately. If directed by the District Manager an/or the District Manager's Designated Personnel, the Contractor shall provide any emergency repairs to the irrigation system within three hours of notification from the District Manager and/or the District Manager's Designated Personnel. If the emergency repairs are due to Contractor negligence, the Contractor shall provide these repairs at its own expense. If the repair is required due to Contractor's negligence and the District Manager's Designated Personnel must make an emergency repair, the District shall charge the Contractor for the cost of the repair.
- 5.3.3 Emergency repairs, as agreed by the District Manager, are the only repairs that will not require a proposal and written direction from the District Manager.

5.4 Unscheduled Maintenance

- a. The Contractor shall provide occasional unscheduled maintenance that is in addition to the base Scope of Services. The Contractor shall provide a proposal for the work, shall receive written direction from the District Manager and/or from the District Manager's Designated Personnel, and shall respond and complete the request within two weeks or a mutually agreeable time with the District Manager and/or the District Manager's Designated Personnel. The Contractor's cost estimate to provide the work shall be approved by the District Manager and/or the District Manager's Designated Personnel prior to commencement.
- b. The following items, if recommended to be performed by Contractor, and if the District Manager and/or the District Manager's Designated Personnel agrees, will be at the District's additional cost as an extra service provided under the contract

or services can be performed under a separate contract with the District's prior authorization:

1. Sweeping of parking areas and driveways except for the cleanup of debris generated from landscape maintenance work.
2. Furnishing or planting of additional trees, shrubs, groundcover, or vines.
3. Deep feeding of trees requiring supplemental fertilization for growth and development.
4. Pruning of tree limbs over 10 feet tall.
5. Spraying for tree disease and insect control above 10 feet.
6. Additional services as may be agreed upon in writing by both parties.

6. MONTHLY HIGHLIGHT REPORT

The Contractor shall provide to the District Manager and/or to the District Manager's Designated Personnel a brief highlight report identifying monthly maintenance and unscheduled maintenance activities for the previous month. The highlight report shall be provided by the 15th of each month and shall contain information helpful to the District and its staff as it relates to all landscape maintenance issues.

7. RESPONSE TIME

The Contractor shall provide services and repairs within the amount of time indicated in this Scope of Services. The following is general response time information and requirements for the Emergency Response Program to be developed, implemented, and maintained by the Contractor.

7.1 General

The Contractor shall, on a timely and efficient basis, respond to any and all requests, and perform all repairs, inspections, and observations, etc., as set forth in this Scope of Services. The Contractor shall provide supervisory, operating and maintenance personnel as required who shall be available on call 24 hours per day, seven (7) days per week to respond to and correct any problems with any of the elements covered by this Agreement.

Response time, unless otherwise directed by the District Manager of the District Manager's personnel, required by the Contractor for various maintenance activities is as follows:

1. Standard maintenance activity adjustments – varies, as directed by District Manager or his designee.
2. Standard repairs - one week
3. Emergency repairs - three hours
4. Unscheduled maintenance request - as needed, as soon as four hours
5. Plant material replacement - two weeks

Should the Contractor fail to respond to a request for any services addressed in this Scope of Services within the required allotted time, the District Manager shall, at the Contractor's sole expense, provide the requested services.

7.2 Emergency Response Program

The Contractor shall develop, implement, and maintain an Emergency Response Program (“ERP”) for emergency work that must proceed immediately to avoid property damage or result in a public health or safety hazard. The ERP shall address emergency situations including, but not limited to, the following items:

1. Equipment failures
2. Chemical spills
3. Additionally, the ERP shall address the following:
 - a. Responsible parties to be notified
 - b. Personnel, equipment, and emergency repair contractors on call and who will respond to each type of emergency
 - c. Procedures for notifying the District Manager, Property Manager, the Harmony community, and other utility companies affected by the listed emergency
 - d. Hurricane damage
4. The Contractor shall prepare, maintain, and distribute an ERP manual detailing the procedures and responsibilities for the situations listed above and any other situation deemed appropriate by the District or its Manager.

END OF SCOPE OF SERVICES

6Cviii.

From:
To:
Cc:
Subject:
Date:

From: Van der Snel, Gerhard <Gerhard.Vandersnel@inframark.com>
Sent: Monday, November 22, 2021 8:34 AM
To: Perez, Brett <Brett.Perez@inframark.com>; Yevich, Julie <Julie.Yevich@inframark.com>
Cc: Wooldridge, Shawn <Shawn.Wooldridge@inframark.com>; Montagna, Angel <Angel.Montagna@inframark.com>
Subject: Re: Iron test pools

Hi Brett,

As you can see, the Swimclub has 0.00 This is excellent. The other levels are acceptable.

We do not need a new pool pump. This pump at Swim Club is 4 Years old.

Kind Regards,

Gerhard van der Snel.
Inframark LLC
Field Supervisor.
Location:
Harmony CDD.
7360 Five oaks Dr.
Florida 34773
Cell: 407-837-8743.

From: Perez, Brett <Brett.Perez@inframark.com>
Sent: Monday, November 22, 2021 8:01 AM
To: Van der Snel, Gerhard <Gerhard.Vandersnel@inframark.com>; Yevich, Julie <Julie.Yevich@inframark.com>
Cc: Wooldridge, Shawn <Shawn.Wooldridge@inframark.com>; Montagna, Angel <Angel.Montagna@inframark.com>
Subject: RE: Iron test pools

Gerhard,
Are these levels acceptable or do we have an issue with the pool pump?

Brett Perez | Area Field Director

313 Campus Street | Celebration, FL 34747
(M) (407) 433-0515 | www.inframarkims.com

From: Van der Snel, Gerhard <Gerhard.Vandersnel@inframark.com>

Sent: Saturday, November 20, 2021 6:47 PM

To: Perez, Brett <Brett.Perez@inframark.com>; Yevich, Julie <Julie.Yevich@inframark.com>

Cc: Wooldridge, Shawn <Shawn.Wooldridge@inframark.com>

Subject: Iron test pools

Hello,

Please find the test results for the iron content at all 3 pool bodies.

Thanks.







Kind regards,

Gerhard van der Snel.
Field Supervisor

Inframark LLC.

Office Location.
7360 Five Oaks Dr
Harmony FL 34773
Cell 407-837-8743

EIGHTH ORDER OF BUSINESS

8A

8Ai

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

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

(850) 222-7206 Telephone
(850) 765-4451 Facsimile
Federal Tax I.D. 59-1480346

Harmony
 Harmony Community Development Dist.
 c/o 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

The highest compliment our clients can give us is the sharing of information with us to help us serve you well and the referral of your colleagues, friends and family to us. Thank you for that trust.

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

COPY

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

(850) 222-7206 Telephone
(850) 765-4451 Facsimile
Federal Tax I.D. 59-1480346

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

Page: 1
 10/05/2021
 ACCOUNT NO: 98866-003M
 STATEMENT NO: 16339

General Counsel to District

PREVIOUS BALANCE \$11,268.00

			HOURS		
08/20/2021	TL	DAVEY: Prepare draft settlement release	2.00		250.00
09/13/2021	TRQ	DAVEY: Confirm status of payment	0.50		100.00
09/16/2021	SRT	DAVEY: Prepare Notice of Settlement and Voluntary Dismissal and efile with Court; email correspondence to Davey counsel regarding settlement and case closure	0.70		45.50
09/30/2021	TRQ	Flat fee for General Counsel Services rendered per letter of understanding approved by Board on 02.25.2021			4,000.00
		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

COPY

Harmony

10/05/2021

ACCOUNT NO: 98866-003M
STATEMENT NO: 16339

General Counsel to District

BALANCE DUE

\$10,163.50

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(850) 222-7206 Telephone
(850) 765-4451 Facsimile
Federal Tax I.D. 59-1480346

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

Page: 1
 09/08/2021
 ACCOUNT NO: 98866-003M
 STATEMENT NO: 16318

General Counsel to District

PREVIOUS BALANCE \$9,775.00

			HOURS	
08/06/2021	TRQ	DAVEY: REview email from Davey counsel; start prep work	0.50	100.00
08/09/2021	SRT	DAVEY: Coordinate settlement conference with Davey counsel	0.80	52.00
08/17/2021	TRQ	DAVEY: Review all materials in preparation for settlement negotiation; confer with Madam Chair	2.50	500.00
08/18/2021	TRQ	DAVEY: Confer with client; participate in settlement negotiations	1.50	300.00
08/20/2021	TRQ	DAVEY: Edit and send confidential settlement agreement to Client Liaison; review response	1.00	200.00
08/23/2021	SRT	DAVEY: Finalize settlement agreement; draft letter to Melanie Griffin, Davey counsel	1.00	65.00
08/25/2021	SRT	DAVEY: Email and phone conference with Davey counsel regarding the status of proposed settlement agreement	0.30	19.50
	SRT	DAVEY: Email to Chairwoman regarding current status of settlement process	0.10	6.50
08/30/2021	TRQ	DAVEY: Prepare settlement agreement; run by Chair	2.00	400.00
08/31/2021	TRQ	Flat fee for General Counsel Services rendered per letter of understanding approved by Board on 02.25.2021		4,000.00
		CURRENT SERVICES RENDERED	9.70	5,643.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Timothy R. Qualls, Attorney	0.00	\$0.00	\$4,000.00
Timothy R. Qualls, Attorney	7.50	200.00	1,500.00
Sylvia R. Talevich, Paralegal	2.20	65.00	143.00

Harmony

09/08/2021

ACCOUNT NO: 98866-003M
STATEMENT NO: 16318

General Counsel to District

TOTAL CURRENT WORK 5,643.00

08/25/2021 Fee Payment - Thank you - Check #449 -4,150.00

BALANCE DUE \$11,268.00

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Page: 1
 08/06/2021
 ACCOUNT NO: 98866-003M
 STATEMENT NO: 16297

General Counsel to District

PREVIOUS BALANCE \$8,212.50

			HOURS		
07/06/2021	TRQ	DAVEY: Phone conference with client; work on matter	1.00		200.00
07/12/2021	TRQ	DAVEY: Review email from Davey counsel; work on review of file	0.50		100.00
07/13/2021	TL	DAVEY: review contract, crunch settlement numbers and offsets, review settlement letter citations	1.50		187.50
07/16/2021	TL	DAVEY: further analysis of settlement offer, review 75/125 settlement rule, get pertinent contractual provisions against proposal	2.00		250.00
07/22/2021	TRQ	DAVEY: Review email from Davey counsel; follow up	0.40		80.00
07/26/2021	TRQ	DAVEY: Prepare fact sheet summary to help Board in negotiations	2.10		420.00
07/27/2021	TL	DAVEY: discuss settlement options with Roy Young, review 2017 minutes, pull invoices from Inframark, finalize fact sheet with exhibits for Board consumption	3.10		387.50
07/30/2021	TRQ	Flat fee for General Counsel Services rendered per letter of understanding approved by Board on 02.25.2021			4,000.00
		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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Page: 1
 06/04/2021
 ACCOUNT NO: 98866-003M
 STATEMENT NO: 16255

General Counsel to District

PREVIOUS BALANCE \$15,187.45

			HOURS	
05/04/2021	TL	FUSILIER LITIGATION: Edit Motion	0.50	62.50
05/31/2021	TRQ	Flat fee for General Counsel services rendered per letter of understanding approved by Board on 02.25.2021		<u>4,000.00</u>
		CURRENT SERVICES RENDERED	0.50	4,062.50

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Tristan LaNasa	0.50	\$125.00	\$62.50
Timothy R. Qualls, Attorney	0.00	0.00	4,000.00

TOTAL CURRENT WORK 4,062.50

05/19/2021	Fee Payment - Thank you - Check #383	-7,818.75
05/19/2021	Cost Payment - Thank you - Check #383	<u>-453.70</u>
	TOTAL PAYMENTS	-8,272.45

BALANCE DUE \$10,977.50

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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		4,000.00
		CURRENT SERVICES RENDERED	23.20	6,892.50

Harmony

05/06/2021

ACCOUNT NO: 98866-003M
STATEMENT NO: 16228

General Counsel to District

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Tristan LaNasa	9.35	\$125.00	\$1,168.75
Timothy R. Qualls, Attorney			4,000.00
Timothy R. Qualls, Attorney	6.10	200.00	1,220.00
Victoria Scotti	7.75	65.00	503.75

03/13/2021	Court Call teleconference service for hearing (platform mandated by presiding judge)	22.50
	TOTAL ADVANCES	22.50
	TOTAL CURRENT WORK	6,915.00
04/21/2021	Fee Payment - Thank you - Check #356	-4,971.75
	BALANCE DUE	<u>\$15,187.45</u>

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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		<u>4,000.00</u>
		CURRENT SERVICES RENDERED	<u>36.85</u>	<u>9,318.75</u>

RECAPITULATION

			<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
		<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			<u>-1,500.00</u>
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			<u>328.70</u>
		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			<u>-4,823.00</u>
		BALANCE DUE			<u><u>\$13,244.20</u></u>

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Harmony

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		<u>4,000.00</u>
		CURRENT SERVICES RENDERED	8.35	<u>4,971.75</u>

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

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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Harmony

02/04/2021

ACCOUNT NO: 98866-003M
STATEMENT NO: 16154

General Counsel to District

BALANCE DUE

\$11,134.50

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

Page: 1
 01/05/2021
 ACCOUNT NO: 98866-003M
 STATEMENT NO: 16144

General Counsel to District

PREVIOUS BALANCE \$21,017.10

			HOURS	
12/01/2020	TL	FUSILIER LITIGATION: depo prep, review meeting minutes, Fusilier Facebook posts, conference with TQ	3.00	375.00
	TL	Phone conference with Harmony Central attorney and District Engineer re Road Regrade	0.30	37.50
	TRQ	FUSILIER LITIGATION: prep for depositions, review all legal documents, outline questions; phone conference with client	2.75	550.00
	SRT	FUSILIER LITIGATION: Communication to/from Judge Murphy's JA and opposing counsel regarding efforts to set Emergency Motion for Injunctive Relief for hearing	1.00	65.00
12/02/2020	TL	FUSILIER LITIGATION: call client staff, depo attendance, display exhibits, take down the minutes for each deponent, conference with TQ	4.25	531.25
	TRQ	FUSILIER LITIGATION: Preparation for and participation in depositions; debrief	5.00	1,000.00
12/03/2020	TL	Edit procurement policy	1.30	162.50
	TL	DAVEY LITIGATION: review docket; case status review	0.10	12.50
	TL	FUSILIER LITIGATION: : begin drafting discovery request	1.25	156.25
12/04/2020	TL	Phone conference with Brownie's attorney; edit procurement policy, discuss with DM	1.35	168.75
	TL	FUSILIER LITIGATION: draft requests for production to Plaintiff	0.80	100.00
	TRQ	Phone conference with Madam Chairwoman concerning several items; work on researching procurement; preparation for meeting	1.30	260.00
12/07/2020	TL	Streamline interim procurement policy	0.80	100.00

Harmony

ACCOUNT NO: 98866-003M
STATEMENT NO: 16144

General Counsel to District

			HOURS	
12/08/2020	TL	Review Executive Orders, Osceola Mask Mandate, and updates; draft language for agenda cover page; prepare agenda items and send to Inframark	0.50	62.50
12/10/2020	TL	FUSILIER LITIGATION: drafting and editing discovery	1.20	150.00
12/11/2020	SRC	FUSILIER LITIGATION: Review/Revise/Edit Request for Production, Interrogatories, Admissions	1.90	123.50
	TL	Call sunterra attorney re Deed of dedication; review meeting minutes, Brownie emails/correspondence and prep materials for Brownie's hearing, conference with TQ	1.20	150.00
	TL	FUSILIER LITIGATION: continue drafting discovery	0.90	112.50
	SRT	Compile, index, and embed links in evidentiary materials for Brownie's hearing; email to Chairwoman	2.60	169.00
12/15/2020	TRQ	Phone conference with Chairwoman; phone conference with engineer; follow up	1.00	200.00
12/16/2020	TRQ	Prep for meeting; review Brownie's packet	2.00	400.00
	SRT	DAVEY LITIGATION: Coordinate conference with opposing counsel; review court docket and case status	0.80	52.00
12/17/2020	TL	Mask ordinance updates and legal research on ability to enforce; conference with TQ on attorney report	1.50	187.50
	TRQ	Prep for and participation in meeting; phone conference with Chairwoman	2.50	500.00
12/18/2020	TL	Brownie's hearing recap, gather materials for supervisors, review Brownie's evidence	1.50	187.50
	TRQ	Phone conference with engineer; phone conference with Chairwoman; work on Brownie's matter	1.75	350.00
	SRT	Update evidentiary materials packet re: Brownie's; email to TQ	1.50	97.50
12/21/2020	TL	Review Austin Environment correspondence and update DM	0.25	31.25
	SRT	FUSILIER LITIGATION: Follow up with opposing counsel regarding effort to set motion for hearing	0.30	19.50
CURRENT SERVICES RENDERED			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 -21,017.10

BALANCE DUE \$6,311.50

The highest compliment our clients can give us is the sharing of information with us to help us serve you well and the referral of your colleagues, friends and family to us. Thank you for that trust.

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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		

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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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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.		

Harmony

ACCOUNT NO: 98866-003M
STATEMENT NO: 16108

General Counsel to District

			HOURS	
		counsel(.9) call Chairman(no charge), conference with RY on motion(.2); 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

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

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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

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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Page: 1
 09/03/2020
 ACCOUNT NO: 98866-003M
 STATEMENT NO: 16070

General Counsel to District

PREVIOUS BALANCE \$23,361.75

			HOURS	
08/01/2020	TL	COE - review status; draft deposition questions; continue working on 57.105 letter	2.35	293.75
08/03/2020	TL	FUSILIER LITIGATION - draft letter and Motion for Sanctions	7.00	875.00
	TRQ	FUSILIER LITIGATION - work on discovery; email investigator; review documents	1.00	200.00
	TRQ	Legal research regarding solicitation	0.75	150.00
08/04/2020	TL	Research federal and state constitutions, review case law, begin drafting no solicitation policy memo	1.60	200.00
	SRC	FUSILIER LITIGATION - Research re: motions for sanctions; case law for conversion and trespassing	1.60	104.00
	TRQ	FUSILIER LITIGATION - work on discovery	1.00	200.00
08/05/2020	SRC	FUSILIER LITIGATION - Draft/edit/review motion to amend answer and affirmative defenses; research re: motion to strike affirmative defenses; civil procedure to oppose motion to strike or amend answer	2.50	162.50
	TRQ	COE - review order; phone conference with client	0.75	150.00
08/06/2020	TL	FUSILIER LITIGATION - Edit Motion for Sanctions	1.00	125.00
	SRC	FUSILIER LITIGATION - Draft/edit/review motion to amend answer and affirmative defenses; motion for sanctions	3.90	253.50
	TRQ	FUSILIER LITIGATION - legal research; work on discovery; conference with private investigator	2.50	500.00
08/07/2020	SRC	FUSILIER LITIGATION - Draft/edit/review motion for sanctions; research re: conversion, injunctive relief, and trespass	1.50	97.50

Harmony

ACCOUNT NO: 98866-003M
STATEMENT NO: 16070

General Counsel to District

			HOURS	
08/10/2020	TL	Finalize no solicitation memo	2.25	281.25
	SRC	Research re: substantial government interest & regulating commercial speech	4.30	279.50
	TRQ	Work on solicitation memo	1.50	300.00
08/11/2020	TL	Edit Harmony/Harmony West interlocal, send to DM	0.40	50.00
	SRC	Review easement; research re: easements	0.50	32.50
	TRQ	Phone conference with Chairman; edit draft solicitation memo and policy; phone conference with DM	1.00	200.00
	TRQ	FUSILIER LITIGATION - work on injunctive relief	1.50	300.00
08/12/2020	TL	Legislative update memo	2.25	281.25
08/13/2020	TRQ	FUSILIER LITIGATION - Work on discovery; phone conference with Chairman; phone conference with DM; phone conference with engineer re: locking of CDD property	2.10	420.00
08/14/2020	SRC	Research re: Easement; draft language for cease and desist letter	4.50	292.50
	TRQ	FUSILIER LITIGATION: phone conference with DM; communication with field manager; draft email to board; draft letter to Harmony Retail	3.50	700.00
08/17/2020	TRQ	FUSILIER LITIGATION - work on discovery	1.50	300.00
08/18/2020	TL	Arrow Pavement addendum edit and execute	0.25	31.25
	SRC	Call Pavement Re: addendum details	0.20	13.00
	TRQ	FUSILIER LITIGATION - work on memorandum re: irrigation system; work on discovery	1.00	200.00
08/19/2020	TL	Prep agenda items and Fusilier litigation attachments	1.25	156.25
	TRQ	Work on and finalize three memoranda for inclusion in Board of Supervisors meeting agenda packet	3.10	620.00
08/20/2020	SRC	FUSILIER LITIGATION - Revise/edit sanctions letter	0.70	45.50
	TRQ	FUSILIER LITIGATION - Phone conference with field manager; phone conference with DM; work on discovery	1.50	300.00
08/24/2020	TL	DAVEY LITIGATION - draft letter	0.50	62.50
08/25/2020	TL	Finalize letter and send; review agenda, complete action items, gather materials for meeting prep, advise TQ of all items	2.25	281.25
	TRQ	DAVEY LITIGATION - Work on litigation matters; email BW	1.00	200.00

Harmony

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

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 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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 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

07/15/2020

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	2.50	500.00
	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		\$25,516.75

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 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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General Counsel to District

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