

**HARMONY
COMMUNITY DEVELOPMENT DISTRICT**

AGENDA PACKAGE

Thursday, February 23, 2023

Remote Participation:

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

--or--

Call in (audio only) **929-205-6099, ID 4276669233**



313 CAMPUS STREET
CELEBRATION, FLORIDA 34747
(407) 566-1935

Harmony Community Development District

Board Members:

Teresa Kramer, Chair
 Daniel Leet, Vice-Chair
 Kerul Kassel, Assistant Secretary
 Jo Phillips, Assistant Secretary
 Vacant, Supervisor



Staff Members:

Angel Montagna, District Manager
 Michael Eckert, District Counsel
 David Hamstra, District Engineer
 Brett Perez, Area Field Director

Meeting Order of Business

Thursday, February 23, 2023 - 6:00 pm

-
1. **Call to Order and Roll Call**
 2. **Audience Comments on Agenda Items** – *Three (3) Minute Time Limit*
 3. **Contractor Reports**
 - A. Benchmark
 4. **New Business**
 - A. Discussion of Growth in Harmony and East St. Cloud..... Page 4
 - B. School District of Osceola County, Learn to Swim Program Page 13
 - C. Consideration of Resumes to Fill Vacant Seat #4 Page 18
 5. **Staff Reports**
 - A. Field Manager Report Page 20
 - i. Fence Proposals, A&C #7101, Ashley Fence, Lasrasy Fence Page 49
 - B. District Engineer Report
 - C. District Counsel Report
 - i. Attorney Charge Review Page 54
 - D. District Manager Report
 6. **Consent Agenda**
 - A. Minutes from the Regular Meeting of January 26, 2023 Page 64
 - B. January 2023 Financial Statements Page 65
 - C. January 2023 Invoices and Check Register Page 80
 7. **Old Business**
 8. **Supervisor Requests**
 9. **Adjournment**

The next meeting is scheduled for Thursday, March 30, 2023 at 6:00 p.m.

District Office:

313 Campus Street
 Celebration FL 34747
 Phone: 407-566-1935
www.harmonycdd.org

Meeting Location:

3285 Songbird Circle
 St. Cloud, FL 34773
 Zoom: <https://zoom.us/j/4276669233>
 Phone: 929-205-6099, ID 4276669233

Section 4

New Business

Subsection 4A

Growth in Harmony and East St. Cloud

Harmony DRI DRI Rescission

Exhibit D
Public School Mitigation Agreement

PUBLIC SCHOOL MITIGATION AGREEMENT

BIRCHWOOD ACRES LIMITED PARTNERS, LLLP, a Florida limited liability limited partnership (hereinafter "**Birchwood**") or its successors, and THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA (hereinafter "**the District**"). Birchwood and the District are sometimes referred to collectively as the "**Parties**" or individually as a "**Party**".

WHEREAS, the Corrected Fourth Amended and Restated Development Order for the Harmony DRI (f/k/a Birchwood DRI) as recorded in the Public Records of Osceola County, FL, Book 2684, Page 2449 (hereinafter "**the Development Order**") mandates that the parties hereto enter into a mutually acceptable agreement regarding the mitigation of deficiencies in public school facilities created by the development of the Harmony DRI.

WHEREAS, Resolution No. 06-38 by the School Board of Osceola County, Florida, dated April 4, 2006, directs the Superintendent to negotiate the required Agreements for the development of a permanent K-5 school within Harmony.

WHEREAS, the Parties agree that compliance by Birchwood with the terms, conditions and obligations more particularly set forth hereinafter will mitigate any deficiency in public school facilities created by the development of the Harmony DRI; and

WHEREAS, the execution of this Agreement has been duly and lawfully authorized by the District and Birchwood.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Birchwood shall donate to the District a site within the Harmony DRI ("**School Site**") which shall consist of approximately 9.86 net usable acres, and more fully described in the legal description attached hereto as **Exhibit "A"**, suitable for the construction of a permanent K-5 school, and the site will support the development of the school in accordance with Osceola's school construction standards. The School Site will be donated at no cost to the District, and is estimated by Birchwood to have a market value of \$4,000,000.00.

The School Site will front Schoolhouse Road and shall have direct access to Highway 192/441. Birchwood shall install, at its sole cost and expense, all utilities and related infrastructure to service the School Site, to the adjacent Schoolhouse Road right-of-way, which shall be sufficient for the school and readily accessible to the School Site. Birchwood shall reserve, or cause to be reserved, a non-exclusive storm water drainage easement over the adjacent retention pond, for the benefit of the School Site, at the time the School Site is platted, and agrees to execute and record any and all necessary drainage easements. Birchwood and District shall coordinate the delivery of the above referenced utilities and

related infrastructure in order to meet the construction schedule set forth in paragraph 6 below.

The District shall be solely responsible for the costs for all site preparation, including any fill dirt required, and for the construction and cost of all on-site and site-related infrastructure necessary to support the school facilities to be constructed on the School Site.

The Parties acknowledge and agree that Birchwood will prepare and record boundary plats encompassing the School Site prior to conveyance from Birchwood to the District. Further, the Parties acknowledge and agree that the legal description for the School Site attached hereto as Exhibit "A" will be replaced with the legal description per the plat representing the School Site.

3. Birchwood will furnish the Special Warranty Deed (the "Deed"), Closing Statement, corrective instruments, if any, and an appropriate and customary affidavit of Birchwood as assurance against the existence of outstanding rights, which could form the basis for mechanics' liens, unrecorded easements, or claims of parties in possession. Such Birchwood's affidavit will be in a form acceptable to the Title Company (as hereinafter defined) to eliminate the standard exceptions for mechanics' liens, unrecorded easements, and parties in possession.

4. Birchwood shall, at Birchwood's sole cost and expense, on or before thirty (30) days prior to the date of Closing, deliver a boundary survey of the School Site to the District (the "Survey"). The Survey shall be prepared by a land surveyor, duly licensed and registered in the State of Florida, shall set forth the legal description of the School Site and will be certified by such surveyor to The District, Birchwood, Birchwood's attorney and the Title Company issuing the Commitment, or otherwise certified in a form satisfactory to Birchwood's attorney and such Title Company to eliminate the standard survey exceptions from the title insurance policy to be issued at Closing.

5. Birchwood shall convey the School Site to the District on or before thirty (30) days after the recording of the boundary plat, but not later than December 20, 2006. Birchwood shall grant to the District the right to commence its design/construction work prior to conveyance of the School Site.

6. Within sixty (60) days of execution of this Agreement by all Parties, Birchwood shall amend its existing agreement with Schenkel & Shultz architectural firm to provide for the design, engineering, permitting and construction phase services necessary to construct the K-5 school facilities with approximately 1,100 student stations (the "Harmony Community School"), including all related infrastructure and support facilities sufficient for a K-5 school constructed in accordance with SREF and the general terms, conditions and standards pertaining to the construction of educational facilities serving K-5 in Osceola County (the "Design Agreement"). The form, terms and conditions of the Design Agreement shall be subject to the prior written approval of the District.

The design shall be substantially in conformance with the Schenkel & Shultz prototype design used at Stevens Plantation, subject to such design modifications as requested by Birchwood and/or the District.

To maintain a consistent and harmonious architectural theme, Birchwood may direct Schenkel & Schultz, at Birchwood's sole expense, to incorporate a series of upgrades, including but not limited to, enhanced landscaping, architectural features and signage, and other matters not expressly listed herein into the design of the Harmony Community School. Birchwood shall be solely responsible for the prompt payment to the District for any upgrades over and above the cost of those architectural elements and site improvements normally provided in the design and construction of the District's prototype, at the time the District receives a Request for Payment(s) from the school facility contractor for the designated upgrades.

The Design Agreement for the design services described herein for the Harmony Community School, by and between Birchwood and Schenkel & Schultz shall be fully assignable to the District upon execution by Birchwood and Schenkel & Schultz. The District shall assume all rights, terms, conditions and obligations for payment as defined in the Design Agreement, except as provided for in the preceding paragraph.

Birchwood shall provide sufficient staff to assist the District and Schenkel & Schultz in the coordination of the design, engineering, permitting and construction of the Harmony Community School and related infrastructure.

The District shall use its best efforts to direct Schenkel & Schultz to expeditiously proceed with the design, engineering and permitting of the Harmony Community School, and shall devote best efforts to accomplishing the completion and occupancy of the school on or before June, 2008.

7. Birchwood will provide to the District, a line of credit, (herein called "**Construction Loan**"), not to exceed Twenty Million Dollars (\$20,000,000.00), subject to commercially reasonable terms and conditions to be mutually acceptable to all Parties, for the sole purpose of funding the cost of design, engineering, permitting and construction of the Harmony Community School. The Construction Loan, shall be reduced by any amount previously paid by the District or Birchwood to fund the Harmony Community School. The outstanding Loan (amounts funded by Birchwood) if any, shall bear an interest rate of prime. Interest shall accrue on the outstanding Loan from the date of the Loan thereof at the prime rate of Bank of America, N.A. or its successor in interest (as announced by Bank of America, N.A. or its successor in interest, from time to time), as that rate may change from time to time ("**Interest Rate**"). The Interest Rate shall be calculated monthly.

The District will issue Birchwood "Revenue Anticipation Notes" pursuant to section 1011.14, Florida Statutes, at the time the Loan is made, which will have a final maturity, including all renewals, no later than five (5) years from the date of initial issuance or April 1, 2012, whichever is earlier. The cost of obtaining and maintaining the Loan shall not be charged to the District, and the District shall only be responsible to repay the principal and interest on funds actually drawn from the Loan. Should the District elect to utilize the Loan as described above, the District shall provide written notice to Birchwood not less than sixty (60) days prior to the date of which the District desires to make a draw upon the Loan.

8. The District agrees to operate the Harmony Community School as a K-8 until such time as the District constructs and opens a middle school that accepts grades 6 thru 8 students attending school in Harmony. At that time, the Harmony Community School will operate as a K-5. The District further agrees that Harmony resident students shall have first priority to attend the Harmony Community School.

To the extent allowed by state and federal law, the District shall establish school attendance zones which allow the students residing within the Harmony development to attend the school to be built by the District within the Harmony DRI. Subject to the recognition of the parties that attendance zones and the decision concerning which students attend a particular school are mandated by law to be governmental decisions reserved solely to the District and non-delegable, the parties intend the grade K-5 school to be constructed to be the zoned school for all Harmony DRI residents with children subject to grades K-5 attendance; to the extent the K-5 school has sufficient capacity. In the event the K-5 school does not have sufficient capacity for all Harmony DRI residents with children subject to grades K-5, then the District may zone such students to other schools within Osceola County, in its sole discretion. Notwithstanding the above, in the event the District, in its discretion, determines that a student must or should attend a special centered program or attend any program or school located elsewhere due to the special needs of such student, the District may exercise such discretion. This decision to assign a particular student to another school due to such student's special needs is a power which must be reserved in the discretion of the District, and such discretion may be exercised without limitation, for reasons such as the betterment of the educational program, maintenance of proper discipline and decorum in the schools, or for such other reasons as is indicated for the education of the particular student.

9. The District agrees that upon completion of the Harmony Community School, the residents of Harmony shall be allowed to utilize the recreational fields and other recreational facilities constructed as part of the School Site, at times when they are not specifically reserved for school functions or during normal school hours of operation. The residents shall coordinate such use through the school principal, and shall execute facility use agreements pursuant to established District policy, for use of the school facilities.

10. Birchwood and the District acknowledge that there may be certain circumstances by which the utilization of portable classrooms may be necessary for an interim period, during construction of permanent school facilities. The Parties agree that portable classrooms will not be utilized on the School Site on a permanent basis. For purposes of this provision, an interim period shall be defined as any period of 24 consecutive months during any 5 year period.

11. So long as Birchwood shall remain in compliance with the terms of this Agreement, the public school facilities mitigation requirement imposed upon Birchwood by the Development Order shall be conclusively deemed fulfilled.

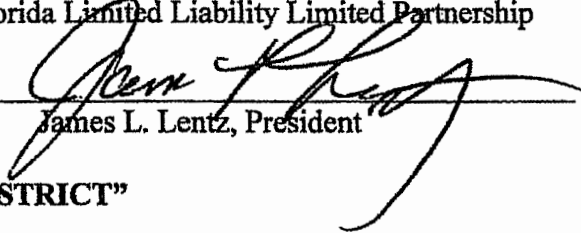
12. Each Party hereto shall pay its own attorney's fees, engineering fees, survey costs or other expenses incurred in connection with the negotiation, preparation, evaluation, or breach of the Agreement.

13. This Agreement embodies the entire understanding of the Parties with regard to the matters set forth herein. The making, execution and delivery of this Agreement have not been induced by any representations, statements, warranties or agreements not specifically set forth herein. The parties agree to execute any and all further instruments and documents, and take all such action as may be reasonably required by either party to effectuate the terms and provisions of this Agreement, and the transactions contemplated thereby. Each party warrants and represents, with respect to itself, that the execution of this Agreement and the performance of its obligations under this Agreement shall not require any consent, vote or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter this Agreement and to perform its obligations under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have hereunder set their hands and seals this 26 day of July, 2006.

"BIRCHWOOD"

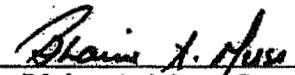
Birchwood Acres Limited Partnership, LLLP,
a Florida Limited Liability Limited Partnership

By: 
James L. Lentz, President

"DISTRICT"

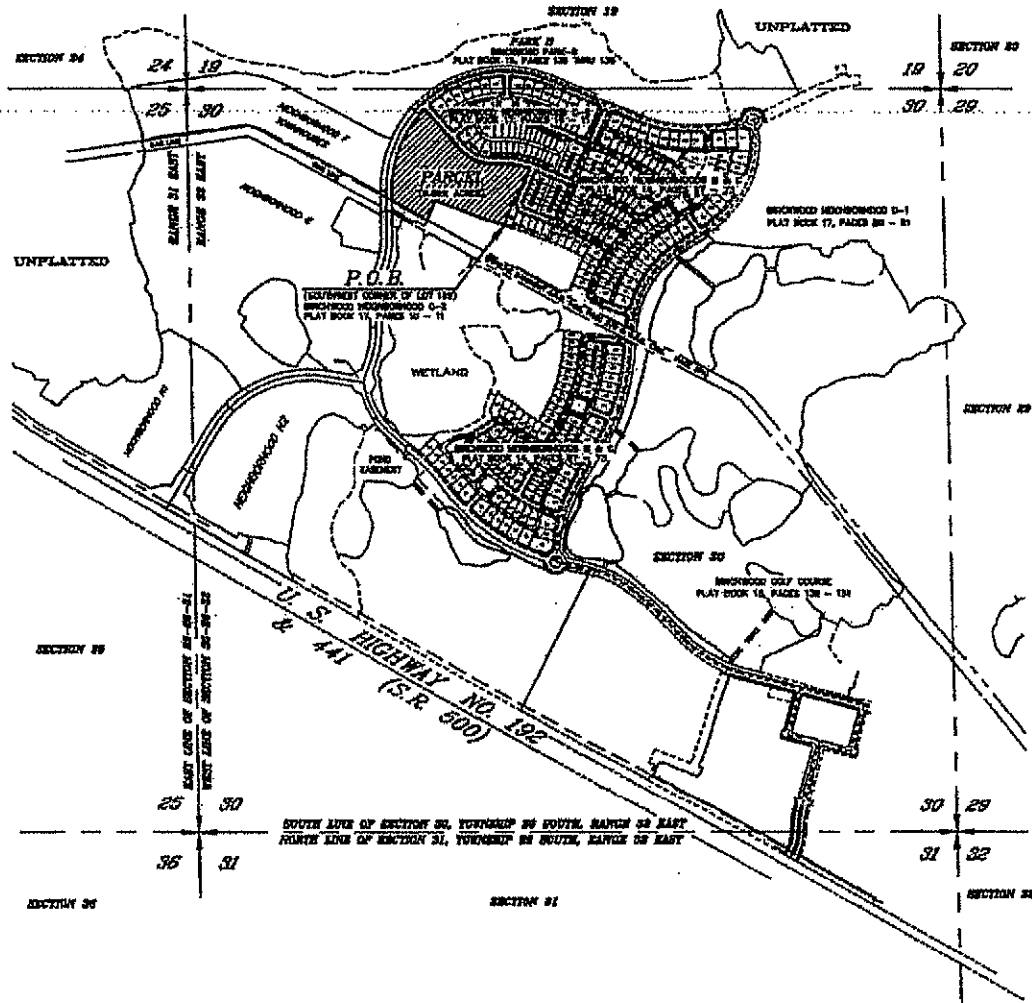
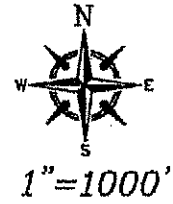
THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA

By: _____
Thomas E. Chalifoux, Jr., Chairman

ATTEST:
By: 
Blaine A. Muse, Superintendent

SKETCH OF LEGAL DESCRIPTION

SHEET 1 OF 2





BROWN & JOHNSTON, INC.
 LAND SURVEYING • MAPPING • CONSULTING
 1201 VERNON AVE. ST. CLOUD, FLORIDA 34789
 PHONE: (407) 891-7045 FAX: (407) 891-2265
 RICHARD D. BROWN, P.S.M.
 ROBERT D. JOHNSTON, P.S.M.

SURVEYOR'S NOTES:

1. THIS PROPERTY HAS NOT BEEN ABSTRACTED BY SURVEYOR FOR EASEMENTS AND/OR RIGHT OF WAYS OF RECORD.
2. ADJACENT TOWNS HAVE NOT BEEN SURVEYED.
3. BEARINGS ARE BASED UPON RECORD PLAT.

REQUESTED BY:
STEVE GOYO

SHEET 2 OF 2

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN A PORTION OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 32 EAST, OSCEOLA COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 169, BIRCHWOOD NEIGHBORHOOD C-2, AS FILED AND RECORDED IN PLAT BOOK 17, PAGES 10 THRU 11, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE S69°14'25"E, A DISTANCE OF 71.49 FEET; THENCE N72°52'48"W, A DISTANCE OF 229.89 FEET; THENCE N70°17'45"W, A DISTANCE OF 363.26 FEET; THENCE S23°35'43"W, A DISTANCE OF 146.10 FEET; THENCE N61°33'50"W, A DISTANCE OF 286.42 FEET; THENCE N00°11'02"W, A DISTANCE OF 66.48 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N89°49'01"E, A RADIAL DISTANCE OF 803.00 FEET; THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 23°31'59", A DISTANCE OF 329.82 FEET; THENCE N23°21'00"E, A DISTANCE OF 21.16 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 803.00 FEET AND A CENTRAL ANGLE OF 17°38'20"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 247.21 FEET; THENCE CONTINUE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°33'27", A DISTANCE OF 35.84 FEET; THENCE N83°22'45"E, A DISTANCE OF 15.76 FEET; THENCE S41°01'21"E, A DISTANCE OF 375.23 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 303.00 FEET AND A CENTRAL ANGLE OF 48°34'59"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 256.92 FEET; THENCE S89°36'20"E, A DISTANCE OF 85.84 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 561.50 FEET AND A CENTRAL ANGLE OF 17°06'37"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 167.68 FEET; THENCE S24°15'37"E, A DISTANCE OF 17.60 FEET; THENCE S23°21'57"W, A DISTANCE OF 224.94 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 76.50 FEET AND A CENTRAL ANGLE OF 24°45'31"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 33.06 FEET; THENCE S87°13'19"W, A DISTANCE OF 21.51 FEET; THENCE S20°45'35"W, A DISTANCE OF 151.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.89 ACRES, MORE OR LESS.

Subsection 4B

School District of Osceola County - Learn to Swim

School District of Osceola County
Learn to Swim Program for Kindergarten

Program has been in the district for multiple years, in which Harmony Pool was used, but was suspended in 2020 due to Covid. The School Board voted to reimplement the program starting April 2023.

Harmony Community School students would walk to the pool with their teachers.

Dates:

8 day program over two weeks (Mon, Tue, Thu, Fri)

Preferred weeks are April 10-21, but can make later dates work if necessary

School provides certified swim instructor and lifeguard

Times:

Between the hours of 9am-2pm.

Number of students

Approximately 20 per hour

Certificate of liability insurance will be provided

HARMONY COMMUNITY DEVELOPMENT DISTRICT
PARKS AND RECREATION FACILITY USAGE APPLICATION

ORGANIZATION/COMPANY USE APPLICATION

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

APPLICANT INFORMATION

Name of Entity/Organization/Company: _____

Address: _____

Type of Organization: Non-Profit Commercial Government Private
If Non-Profit, does your organization hold a current 503(c)(3) certificate? Yes No

Contact Person: _____ E-mail: _____

Work Phone: _____ Cell Phone: _____

EVENT INFORMATION

Type of event: _____

Requested location: _____

Event date(s): _____ Times From: _____ (a.m./p.m.) To: _____ (a.m./p.m.)

Anticipated # of attendees: _____ What age group? _____

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

DAMAGE DEPOSIT

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

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

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

VENDORS/MERCHANDISE

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

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

Please describe vendors/type that will occur on day of event: _____

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

Attached: Yes No

CATERING

Will your event require catering? Yes No

Name of Company: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Work Phone: _____ Fax: _____

Cell/ Pager: _____ Email: _____

CONTACT INFORMATION

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

Osceola County Zoning and Code Enforcement:
One Courthouse Square, Suite 1200, Kissimmee, FL 34741
Phone (407) 343-3400

Osceola County Parks and Recreation Department:
One Courthouse Square, Suite 1200, Kissimmee, FL 34741
Phone (407) 343-2380

County Waste Management: Phone (407) 847-7370

INDEMNIFICATION AND HOLD HARMLESS

The **EVENT ORGANIZER** agrees that this application applies to the entity, corporation or organization and all of its agents, officers, directors, employees, consultants or similar persons.

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

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

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

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

SIGNATURE OF APPLICANT/EVENT ORGANIZER

ACKNOWLEDGEMENT:

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

Signature: _____

Date: _____

Printed Name: _____

APPROVAL FROM HARMONY CDD

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Subsection 4C

Resumes of Resident Applicants for Supervisor Seat #4

Delivered Under [Separate Cover](#)

Section 5

Staff Reports

Subsection 5A

Field Manager Report



Harmony CDD Meeting Field Report – February 2023

- **Sidewalk Grinding Completed:**

1. 7013 Cupseed Ln. (1 Panel)
2. 7009 Cupseed Ln. (1 Panel)
3. 7007 Cupseed Ln. (6 Panels)
4. 6947 Cupseed Ln. (1 Panel)
5. 6949 Cupseed Ln. (1 Panel)
6. 6937 Cupseed Ln. (1 Panel)
7. 7004 Cupseed Ln. (1 Panel)
8. 6988 Bluestem Ln. (2 Panels)
9. 7010 Bluestem Ln. (1 Panel)
10. 7022 Beargrass Ln (4 Panels)
11. Schoolhouse Rd. (4 Panels)
12. Buck Ln. (10 Panels)

- **Pressure Washing Completed:**

1. Boardwalks #1 – Underway
2. Boardwalk #2 – Underway
3. US-192 West Fence - Completed
4. Clay Brick Rd (Tunnel Bridge Townhomes) - Completed

- **Notes:**

1. 27 ID Access cards worked in February.
2. Emails Received and handled was 165.
3. Calls Received and handled more than 109, in the days that I was available working.
4. Text messages received and handled 26, Texts in the days that I was available working.

- **General Updates:**

1. Follow Up with vendors to get estimates for cleaning out the lines and replacing the solenoids at the splashpad after Water Pump installation. VFD is now synced with the new pump.
2. Buck Lake card access board replacement. Proposal for Complete Access Controls was approved and is scheduled for installation the week of 2/13.
3. Getting estimates for US-192 Fence replacement from West to East.
4. Getting estimates for the New Field Service Office remodeling project at Ashley Pool.
5. Getting estimates for new pool furniture at Swim Club and Ashley Pool.



Harmony CDD Meeting Field Report – February 2023

6. Getting estimates for the installation of three benches at Dark Sky and replacements.
7. Ordering a new trolling motor for the bass boat, the reverse action on the handle is no longer working.
8. New batteries were purchased for the bass boat and installed.
9. Grading Garden Road completed, vendor will be back out to remove debris from gravel.
10. Database spreadsheet needs to be revised to include all card holders and re-sent to Angel (Renters and Owners).
11. New seat for the bass boat was ordered.
12. New gas tank for the rescue boat was ordered.
13. Four (4) new tires were ordered to be installed in the CDD truck.
14. The seats of the Sun Tracker Pontoon 16 ft. are in Upholstery in St. Cloud getting repaired.
15. Two (2) new tires were ordered for the Umax.
16. The alleyway pothole near Supervisor Kassell was fixed by Osceola Road and Bridges.
17. The alleyway repaving project will be starting on 2/13.
18. Cambridge Fence is fixing the fence that was damaged by Servello. 02/10/2023
19. Benchmark Landscape started maintenance operations in Harmony; Irrigations valves and meter map were shared with Jacob, supervisor of Benchmark.
 - a. Benchmark is finding numerous issues with the irrigation system, including the Maxi program. Most clocks were set to local and not operating with the computer.
20. Servello completed the warranty sod installations and Benchmark has been watering the new turf.
21. Field Services Started the pool cleaning and get daily water test and log sheet.
22. Garden Lot – Gazebo Bench Repair: In process
23. Boardwalk Swing Repair and rails: Completed
24. Amenities Cleaning: Swim Club, Ashley Pool, and Buck Lakeshore Pavilion Restrooms
25. Pocket Parks in Beargrass, Dahoon Holly, Gopher Apple Way, Buck Ln and Needlegrass Ln were cleaned up with the air leaf blower.
- 26.

FEBRUARY 2023 FIELD INSPECTION

Board Supervisors

Monday, February 6, 2023

Prepared For Harmony CDD

50 Items Identified



**Item 1 - Behind Fence US-192
(West Side)**

Assigned To Benchmark

A removal and replacement Proposal needed.



**Item 2 - Behind Fence US-192(
West Side)**

Assigned To Benchmark

The Palmettos planted behind the fence, need attention.



Item 3 - Behind Fence US-192 (West Side)

Assigned To Benchmark

The tree branches need to be trimmed up.



Item 4 - Behind Fence US-192 (West Side)

Assigned To Benchmark

The tree branch is too low, needs to be trimmed up.



Item 5 - Behind Fence US-192 (West Side)

Assigned To Benchmark

A Tree Branch is almost touching the electric cable, needs to be trimmed up.



Item 6 - Behind Fence US-192 (West Side)

Assigned To Benchmark

Grinding needed on stump and a new pine tree needs to be replanted.



Item 7 - Harmony Sign (West Entrance)

Assigned To Benchmark
Ant mounds need treatment.



Item 8 - Harmony Sign West Entrance

Assigned To Inframark
The sign wall needs paint.



Item 9 - Front Fence US-192 (West Side)

Assigned To Benchmark
Ants mounds needs to be treated.



Item 10 - Front and Behind Fence US-192 (West Side)

Assigned To Benchmark
The Palmettos throughout Fence need attention.



Item 11 - Behind And Front Fence US-192 (West Side)

Assigned To Benchmark

The Palmettos that are touching the fence, needs to be trimmed up and the tree branches as well.



Item 12 - Front Fence US-192 (West Side)

Assigned To Benchmark

The tree branch needs to be trimmed up, almost touching the electric cable.



Item 13 - Behind Harmony Sign (West Entrance)

Assigned To Benchmark
Behind the Harmony CDD sign in the right side, needs attention, tall grass growing.



Item 14 - West Entrance Median

Assigned To Benchmark
Seasonal Plants proposal.

Item 15 - Five Oaks - Schoolhouse Rd Round

Assigned To Benchmark
Seasonal Plants Proposal.



Item 16 - Five Oaks Dr - Schoolhouse Rd Roundabout

Assigned To Benchmark
Seasonal Plants Proposal.





Item 17 - East Entrance Median

Assigned To Benchmark
Seasonal Plants Proposal.



Item 18 - Fence Tower

Assigned To Benchmarks - Inframark
Needs paint, repair in the top and the fence needs pressure washing. Ant Mounds need attention.



Item 19 - Clay Brick Rd. Tunnel Bridge

Assigned To Benchmark

Plants need attention.



Item 20 - Clay Brick Rd. US-192 Fence

Assigned To Inframark

Fence needs Pressure Washing.



Item 21 - Clay Brick Rd. Fence Tower

Assigned To Inframark

Tower needs Pressure Washing and Paint.



Item 22 - Clay Brick Rd.

Assigned To Benchmark

The area needs attention, dead tree branches on the floor and tall grass.



Item 23 - East Entrance Median Tower

Assigned To Inframark
Tower needs to be Pressure Washed,
Needs vendor proposal.



Item 24 - East Entrance Media

Assigned To Benchmark
Seasonal Plants Proposal.



Item 25 - East Entrance (Right Side)

Assigned To Benchmark
Behind the fence needs attention, tall grass.



Item 26 - East Entrance median

Assigned To Benchmark
Dried plants.



Item 27 - Townsquare

Assigned To Benchmark
Grass burned in some areas.



Item 28 - Five Oaks Dr.

Assigned To Benchmark
Palmetto's throughout Five Oaks
needs attention.



Item 29 - Harmony Estates Pocket Park

Assigned To Inframark
The Sidewalk needs Pressure Washing.



Item 30 - Oak Glenn Trail

Assigned To Benchmark
The bushes throughout Toho Station, needs to be trimmed up. (Hedge)

Front of Needlegrass Ln Park.



Item 31 - Oak Glen Trail Tower

Assigned To Inframark

Tower needs Pressure washing.



Item 32 - Five Oaks Dr - Front School

Assigned To Benchmark

Bushes needs to be trimmed up.
(Hedges)



Item 33 - Five Oaks Dr - Front School

Assigned To Benchmark
Tall grass.



Item 34 - Ashley Pool

Assigned To Benchmark
Tree branches trimming proposal needed.



Item 35 - Ashley Pool

Assigned To Benchmark
Tree branch trimming proposal needed.



Item 36 - Ashley Pool

Assigned To Inframark
Pergola needs to be painted.



Item 37 - Swim Club

Assigned To Benchmark

Grass growing between the mulch.



Item 38 - Swim Club

Assigned To Benchmark

The garden needs attention.



Item 39 - Swim Club

Assigned To Benchmark

Garden needs attention and mulch installation.



Item 40 - Swim Club (Pool Equipment)

Assigned To Inframark

Ornamental rocks proposal needed.



Item 41 - Swim Club

Assigned To Inframark
Pergola needs paint.



Item 42 - Swim Club

Assigned To Benchmark
Mulch proposal needed.



Item 43 - Splashpad Equipment

Assigned To Inframark

Ornamental rocks proposal needed.



Item 44 - Buck Lake Pavillion

Assigned To Benchmark

A tree trimming proposal needed.



Item 45 - Buck Lake Pavillion

Assigned To Benchmark
Ants mounds needs to be treated.



Item 46 - Buck Lake Pavillion

Assigned To Inframark
Insurance procedure to replace the shade cover damaged by the Hurricane.



Item 47 - Buck Lake Pavillion

Assigned To Benchmark
Plants needs attention.



Item 48 - Buck Lake Pavillion

Assigned To Benchmark
Garden needs attention.



Item 49 - Buck Lake Pavillion

Assigned To Benchmark
Plants needs attention.



Item 50 - Splashpad

Assigned To Inframark
A new shower head needed.

Subsection 5Ai

Fence Proposals



Valdecir albano
Owner
Cristiane de Souza
Manager

-  +1 (774) 312-3369
-  contact.acfence@gmail.com
-  @ac_masterfence
-  www.acmasterfence.com

<h1>Estimate</h1>	
Date	Estimate#
02/08/2023	7101

<h2>Name / Address</h2>
Harmony Community Development District 210 N University Dr. STE 702 Coral Springs FL 33071-7320

Customer PO	6560' WHITE VINYL PREMIUM GRADE 4- RAIL
-------------	---

Description	Quantity	Unit Price	Cost
Fence + Labor + Take Dow and Disposal	1	\$ 121.194,83	\$ 121.194,83
		Subtotal	\$ 121.194,83
		Total	\$ 121.194,83

Thank you for your business. It's a pleasure to work with you on your project.
 Your next order will ship in 30 days.
 Sincerely yours.





COPY

813-858-0189/407-715-2070
Office: 407-201-4237
Gustavo@ashleyfencecorp.com
www.ashleyfencecorp.com
Ashleyfencecorp

NO Estimate Contract Date: 01/30/2023
Estimate Prepared By: CHARLIE / GUSTAVO
Cel #: 407 715 2070

Name: Jason Phone: 407 861 4460
Address: 210 N UNIVERSITY DR STE 702 CORAL SPRINGS FL 33071-7300
Email: _____
Subdivision: _____ Gate Code: _____

FENCE # 1				
PVC (Vinyl)	Aluminum	Steel	Chain Link	Wood
X				

FENCE # 2				
PVC (Vinyl)	Aluminum	Steel	Chain Link	Wood

Style/Model: Fence Model FARM
Total Linear Feed: 6,163' Height: 5' Section: 8'
Color: white Unit price: \$26

Style/Model: _____
Total Linear Feed: _____ Height: _____ Section: _____
Color: _____ Unit price: _____

Gates
4 Ft. Gate: _____ 5 Ft. Gate: _____
6 Ft. Gate: _____ 8 Ft. Double: _____
10 Ft. Double: _____ Gate Price: _____
Gate special order: _____
Notes: _____

Gates
4 Ft. Gate: _____ 5 Ft. Gate: _____
6 Ft. Gate: _____ 8 Ft. Double: _____
10 Ft. Double: _____ Gate Price: _____
Gate special order: _____
Notes: 6,163 FT x \$26 = \$160,238

SPECIFICATIONS:

Top Level Fence Follow Contour of Ground

Pool on Property Yes/No

Removal & Disposal of Existing Fence 6,163' Ft. x #3 = \$18,489

HOA Approval Req. Client / AFC

Permit Approval Req. Client / AFC

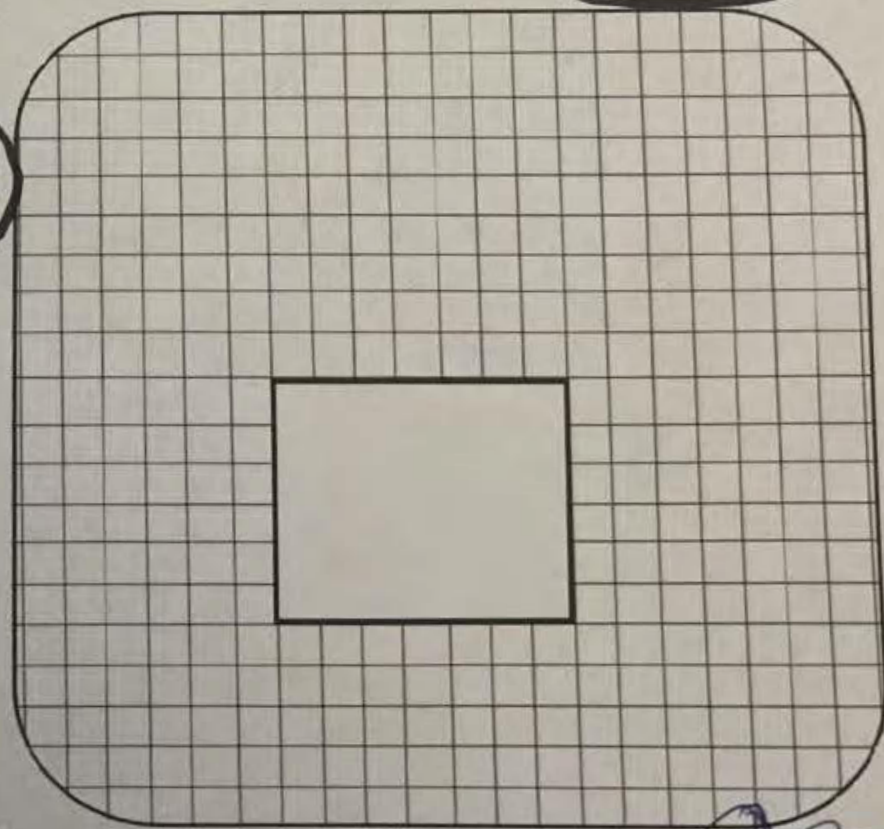
Ashley Fence Corp, requires the fence's construction lines to be clean and free of obstacles, other than the company to charge an additional fee.

Ashley Fence Corp, offers its customers a guarantee of 2 years after the installation of the Fence. This warranty does not apply to natural phenomena.

Ashley Fence Corp, offers its customers 7 days of validity to their estimated

Water irrigation systems on the fence construction line are required to be removed by the customer, other than the AFC company will charge an additional fee

Total Amount: \$178,727
X Deposit: \$108,727
Balance: 70,000



Signature: _____

REP:

COPY
Contract

407-978-6440 Office
407-799-1669
407-267-0992 Español

Lasrasy Fence, Inc.

**ALUMINUM, WOOD,
PVC, CHAIN LINK
WELDING**

FREE ESTIMATE

lasrasyfence@gmail.com
f/Lasrasyfence

2804 E. Irlo Bronson Memorial Hwy., Kissimmee, FL 34744
Fax: 407-309-8302 • www.LasrasyFence.com

PROPOSAL SUBMITTED TO:

JOB NAME	Harmony Community Development District	ESTIMATOR NAME	Sandra
STREET	7360 Five Oaks Dr	INSTALL NAME	
CITY	St Cloud	STATE	FL
PHONE	407-861-4460	ZIP CODE	34773
	EMAIL	FINANCING	<input type="checkbox"/> YES <input type="checkbox"/> NO
	jeison.castillo@inframark.com	HOME OWNER RESPONSIBLE FOR OBTAINING HOA APPROVAL	<input type="checkbox"/> YES <input type="checkbox"/> NO

We hereby submit specifications and estimates for

WOOD-PVC-ALUMINUM- DURAFENCE

NO. OF FEET 6,134'
 HEIGHT 5'
 WOOD _____
 PICKETS Straight Scalloped
 STYLE Ranch Fence
 STYLE CAP 4 rail
 STYLE RAIL _____
 GATE Ø
 INSTALLATION OF CONCRETE POST

CHAIN LINK

NO. OF FEET _____
 HEIGHT _____
 POST SPACED _____
 STYLE _____
 GAUGE 9 11 1/2
 KNUCKLED UP
 BARBED UP
 TOP OF FENCE TO FOLLOW GROUND
 BE LEVEL WITH LOWEST GRADE
 BE LEVEL WITH HIGHEST GRADE
 INSTALLATION OF CONCRETE POST

ADDITIONAL SPECIFICATIONS

TOP RAIL _____ OD
 LINE POST _____ OD
 END POST _____ OD
 WALK GATE POST _____ OD
 DRIVE GATE POST _____ OD
 GATE FRAME _____ OD
 BARB WIRE _____
 TENSION WIRE _____
 TEAR DOWN YES NO
 CITY PERMIT YES NO

QUANTITY

<u>6,134'x5'</u>	<u>White</u>
<u>Vynil Ranch Fence</u>	
<u>4 rail</u>	
<u>1 concrete per post</u>	
<u>S</u>	<u>S</u>

DRAWING

Note: Lasrasy Fence Inc. Is not responsible for cut or breakage to sprinkler heads, lines, etc.



WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

TOTAL: \$ 144,782 DOWN: \$ 73,500 OWE: \$ 73,282
 Payments to be made as follows: Credit Card Checks Cash# _____
 Credit Card Checks Cash# _____

THIS CONTRACT ENTERED INTO
 Subject to terms and conditions entered into on reverse side of this contract which the undersigned buyer has read and agreed to.
 Price good for 15 days.

Authorized Signature [Signature] Installation Date: _____
 Buyer _____ One year guarantee on labor
 Date 02/06/2023

Subsection 5C

District Counsel Report

Subsection 5Ci

Attorney Charge Review

COPY**KUTAKROCK**

Kutak Rock LLP
 107 West College Avenue, Tallahassee, FL 32301-7707
 office 850.692.7300

Michael C. Eckert
 850.567.0558
 michael.eckert@kutakrock.com

MEMORANDUM

TO: Board of Supervisors
 Harmony CDD

FROM: Michael C. Eckert

DATE: February 14, 2023

RE: Legal Costs Review, Conclusions and Recommendations

As the Board is aware, the contract with Kutak Rock is a hybrid concept. See section IV.B. of the Retention and Fee Agreement, attached as **Exhibit A** (“Agreement”). When we developed this arrangement, neither party had a good idea of the amount of legal work that was to be completed. As was promised when the Agreement was developed, we have spent a significant amount of time conducting a review of the attorney fees charged to the District in the first six months of the relationship. The purpose of the review was for both parties to the relationship to understand how the Agreement is working, and whether changes need to be made.

Review

The numbers contained herein are estimates based on a review of the past six months of invoices. They should not be considered precise numbers, but they are certainly close enough to be a useful tool. A few statistics can be highlighted for the time period of the last six (6) months:

- A. Total amount of attorney fees incurred equals approximately \$42,000. This initial six-month period spanned two different fiscal years.
- B. Average Monthly Attorney Hours equaled 21.1.
- C. Average Monthly Paralegal Hours equaled 3.3.
- D. Average Monthly Flat Fee Hours equaled 15.8.
- E. Average Monthly Non-Flat Fee Hours equaled 8.6.
- F. Average Monthly Flat Fee Value of Time equaled \$5,167.
- G. Average Monthly Non-Flat Fee Value of Time equaled \$2,877.
- H. Only 2 of the 6 months invoked the flat fee.
- I. The Monthly Average Flat Fee Value of Time of \$5,167 is \$1,667 above the flat fee of \$3500 in the contract. In addition, had Kutak attended the board meetings in person for the four months when phone attendance was utilized, the Monthly Average Flat Fee Value of Time would be significantly higher.

KUTAKROCK

The Board has been provided with a spreadsheet of the analysis summarized above. The Board has also been provided with the invoices by month, with the hours that would typically fall under the “flat fee” parameters in the Agreement indicated by yellow highlighting. Please note that due to block billing, some time entries needed to be split and estimated for purposes of this memorandum. The approximate split in a given time entry is reflected on the invoices.

Conclusions

1. The Board was unhappy with its former legal counsel in part because work was just not getting done. Since Kutak Rock was retained, the District’s work is getting completed on a timely basis. It is possible that a temporary backlog of work has contributed to higher than desired attorney fees in the first six months of the relationship.
2. The Board has required more work than I think anyone anticipated when the Agreement was negotiated. It is unknown if this volume of work will reduce in the future, but some of the issues we have been working on are one-time, clean up issues. An example would be the easement releases being requested from Birchwood, which are now scheduled to be executed and recorded.
3. Turnover of vendors and staff is expensive. Not only has the District changed legal counsel, it has also changed landscape maintenance companies. Certain staff member changes have also occurred.
4. The current volume of legal work requested by the District is not in line with the District’s budget for legal fees.
5. The District and Kutak Rock need to work together to reduce legal fees and determine if an amendment to the Agreement is in everyone’s best interest.

Recommendations

1. The District should put the burden on existing maintenance contractors to submit work authorizations in the form required by the District for legal counsel review, rather than District Counsel preparing the work authorizations from scratch.
2. The Board should discuss and prioritize the non-routine matters that are referred to legal counsel.
3. Kutak Rock should continue to attempt to utilize paralegal assistance as much as possible.
4. If the Board agrees and by the beginning of the next fiscal year, Kutak Rock should make arrangements to designate an associate to work with the District on routine matters including meeting attendance, with partners available on an as needed basis.
5. The Board and Kutak Rock should review the information contained in this memorandum and determine what changes should be made to the current Agreement. A flat fee for months when meeting attendance is by phone can be considered. The parties may want to consider a hybrid flat fee of \$5,000 for months when attendance is in person and a hybrid flat fee of \$3,500 when attendance is by phone. Or perhaps some other number that is more in line with the actual value of time being spent on the District’s legal needs.

KUTAKROCK

6. For Fiscal Year 2023-2024, the Board should budget for the level of legal services expected. If the Board desires legal counsel to be a proactive member of District staff, a higher budget is appropriate. If the Board instead wants legal counsel to be reactionary only, then a lower budget may be appropriate. Understanding, of course, that if counsel is “reacting” to litigation filed against the District because District counsel was not used in a proactive manner, this can be very expensive. If the lawsuit is not covered by insurance, any budget will quickly be exceeded in defense of the lawsuit.

Kutak Rock looks forward to discussing this matter with the Board and a long-lasting relationship with the District. Thank you.

EXHIBIT A

**KUTAK ROCK LLP
RETENTION AND FEE AGREEMENT****I. PARTIES**

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties effective as of July 28, 2022:

A. Harmony Community Development District
c/o InfraMark, IMS
313 Campus Street
Celebration, FL 34747

and

B. Kutak Rock LLP
107 W College Ave
Tallahassee, Florida 32301

II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors.

III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client’s expense.

IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.

- B. Kutak Rock will bill Client a flat monthly fee of thirty-five hundred dollars (\$3,500) for months in which Kutak Rock attends the monthly board meeting in person. This flat fee shall be full compensation for a) preparation for the board meeting, b) travel to and from the board meeting, c) routine resolution preparation, d) routine contract preparation, and e) fielding routine questions from staff and board members requiring less than ten (10) minutes per call or email response. All other work will be billed at Kutak Rock’s hourly rates set forth below. For months where Kutak Rock attends the monthly board meeting by zoom or conference call, Kutak Rock’s work will be billed at the hourly rates set forth below. At any time and after meeting to discuss concerns with the flat fee structure, either Client or Kutak Rock can choose to terminate the flat fee portion of this agreement and revert to an hourly fee structure for all work under this Agreement.

- C. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The regular hourly rates of those initially expected to handle the bulk of Client’s work are as follows:

Michael C. Eckert	\$395
Wesley S. Haber	\$360
Associates	\$265 - \$285
Paralegals	\$160

Kutak Rock’s regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock’s annual rate increases to the extent hourly rates are not increased beyond \$15/hour.

- D. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client’s bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.

- E. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.

- F. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

V. BILLING AND PAYMENT

The Client agrees to pay Kutak Rock's monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

VI. DEFAULT; VENUE

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Ninth Judicial Circuit in and for Osceola County, Florida.

VII. CONFLICTS

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

VIII. ACKNOWLEDGMENT

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

IX. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

X. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed:

**HARMONY CDD COMMUNITY
DEVELOPMENT DISTRICT**

By: Teresa Kramer

Its: Chair

Date: 8-17-2022

KUTAK ROCK LLP

By: [Signature]

Its: Transition Partner

Date: 8/16/22

ATTEST:

Secretary/Assistant Secretary

CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's standard expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Teleconference Calls. All telephone charges are billed at an amount approximating actual cost.

Photocopying and Printing. In-house photocopying and printing is charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Facsimile. Outgoing facsimile transmissions are charged at \$1.00 per page. There is no charge for incoming faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, KUTAK ROCK shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, KUTAK ROCK shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, parking fees and business-related telephone, telegraph and facsimile charges shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consultants are employed by the firm, their charges are passed-through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consultant.

Other Expenses. Other outside expenses, such as court reporters, agency copies, etc. are billed at actual cost.

Word Processing and Secretarial Overtime. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

Section 6

Consent Agenda

Subsection 6A

Meeting Minutes of January 26, 2023

Markup Review Version

Delivered Under [Separate Cover](#)

Subsection 6B

Financials

TO: Board of Supervisors, Harmony CDD
FROM: Samantha Smith, Accountant
CC: Angel Montagna, District Manager
DATE: February 10, 2023
SUBJECT: January 2023 Financials

Please find the attached January 2023 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 January is approximately 83% of the annual budget. This is typical for this time of year.
 - Non Ad Valorem Assessment collections are currently at 82%.
- Total Expenditures through January are at 29% of the annual budget.
 - ▶ Administrative
 - P/R-Board of Supervisors - Includes payroll for meetings through January.
 - ProfServ-Engineering - Pegasus Engineering services through November 2022.
 - ProfServ-Legal Services - Kutak Rock general counsel through January 2023.
 - ProfServ-Management Consulting - Contract with Inframark.
 - ProfServ-Recording Secretary - Inframark provides near verbatim minutes.
 - ProfServ-Special Assessment - Assessment roll services.
 - Postage and Freight - FedEx services, postage reimbursements to Inframark and survey mailing.
 - Insurance-General Liability - Egis Insurance Advisors provides auto, general liability, inland marine and property insurance.
 - Legal Advertising - Legal and public notices by Sun Publications.
 - Annual District Filing Fee - FY22-23 filing fee paid to the department of economic opportunity.
 - ▶ Field
 - ProfServ-Field Management - Contract with Inframark.
 - Trailer Rental - Includes monthly rental of 1 container and 1 office trailer.
 - ▶ Landscaping Services
 - Contracts-Irrigation - Contract with Servello and Sons.
 - Contracts-Trees & Trimming - Contract with Servello and Sons.
 - Contracts-Trash & Debris Removal - Contract with Servello and Sons.
 - Contracts-Landscape - Contract with Servello and Sons. Includes credit on November 2022 invoice.
 - Contracts-Shrub/Ground Cover - Contract with Servello and Sons.
 - R&M Irrigation - Includes various irrigation supplies and repairs by Servello and Sons.
 - R&M-Trees and Trimming - Includes tree trimming and replacement by Servello and Sons.
 - ▶ Utilities
 - Electricity-General - Services provided by OUC.
 - Electricity-Streetlighting - Services provided by OUC.
 - Utility-Water & Sewer - Services provided by TOHO.
 - ▶ Operation & Maintenance
 - Utility-Refuse Removal - Services provided by Waste Connections of FL.
 - R&M-Pools - Includes control leases for Ashley Park and splash pad, permits, chemicals. Also includes pool pump by Spies Pool.
 - R&M-User Supported Facility - Includes jet clean line at dog park by Tom Parrish Plumbing.
 - R&M-Parks & Facilities - Various supplies and repairs, including dog waste bags, field staff supplies, swing repair, bathroom exhaust fan deposit, patio umbrellas, gate, mower tires, and electrical panel repairs.
 - R&M-Invasive Plant Maintenance - Includes wetland exotics treatment by Aquatic Weed Management and annual monitoring and reporting by Bowman and Blair Ecology.
 - Security Enhancements - Includes internet service and ancillary costs.
 - Op Supplies-Fuel, Oil - Includes fuel purchases.
 - Capital Outlay-Vehicles - Includes 2022 club car, purchased from Advantage Golf Cars.
 - ▶ Debt Service
 - Principal Expense - Principal portion of VC1 debt service assessment to be transferred from the general fund to the series 2015 debt service fund in April 2023.
 - Interest Expense - Interest portion of VC1 debt service assessment to be transferred from the general fund to the series 2015 debt service fund in April 2023.

General Fund Reserves

- ▶ \$825,126 fund balance = \$1 Million fund balance transferred from General Fund in FY22, minus \$452,994 FY22 expenditures, plus \$300,000 fund balance transferred from General Fund in FY23, minus \$21,880 FY23 expenditures.
 - Reserve-Other - Includes storm drain repairs by Atlantic Pipe Services.

HARMONY

Community Development District

Financial Report

January 31, 2023

Prepared by



Table of Contents

<u>FINANCIAL STATEMENTS</u>	Page #
Balance Sheet - All Funds	1
Statement of Revenues, Expenditures and Changes in Fund Balances	
General Fund	2 - 4
General Fund Reserves	5
Debt Service Funds	6 - 7

<u>SUPPORTING SCHEDULES</u>	
Non-Ad Valorem Special Assessments	8
Cash and Investment Report	9

HARMONY

Community Development District

Financial Statements

(Unaudited)

January 31, 2023

HARMONY

Community Development District

Governmental Funds

Balance Sheet
January 31, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	GENERAL FUND RESERVES	SERIES 2014 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
ASSETS					
Cash - Checking Account	\$ 550,283	\$ -	\$ -	\$ -	\$ 550,283
Accounts Receivable	10	-	-	-	10
Due From Other Funds	-	847,006	-	-	847,006
Investments:					
Money Market Account	2,123,734	-	-	-	2,123,734
Prepayment Account	-	-	6,229	752,479	758,708
Reserve Fund	-	-	607,313	340,000	947,313
Revenue Fund	-	-	1,343,874	639,587	1,983,461
Prepaid Items	185	-	-	-	185
TOTAL ASSETS	\$ 2,674,212	\$ 847,006	\$ 1,957,416	\$ 1,732,066	\$ 7,210,700
LIABILITIES					
Accounts Payable	\$ 55,591	\$ 21,880	\$ -	\$ -	\$ 77,471
Accrued Expenses	79,812	-	-	-	79,812
Accrued Wages Payable	400	-	-	-	400
Accrued Taxes Payable	31	-	-	-	31
Sales Tax Payable	10	-	-	-	10
Due To Other Funds	847,006	-	-	-	847,006
TOTAL LIABILITIES	982,850	21,880	-	-	1,004,730
FUND BALANCES					
Nonspendable:					
Prepaid Items	185	-	-	-	185
Restricted for:					
Debt Service	-	-	1,957,416	1,732,066	3,689,482
Assigned to:					
Operating Reserves	467,801	-	-	-	467,801
Unassigned:	1,223,376	825,126	-	-	2,048,502
TOTAL FUND BALANCES	\$ 1,691,362	\$ 825,126	\$ 1,957,416	\$ 1,732,066	\$ 6,205,970
TOTAL LIABILITIES & FUND BALANCES	\$ 2,674,212	\$ 847,006	\$ 1,957,416	\$ 1,732,066	\$ 7,210,700

HARMONY

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 3,678	\$ 1,226	\$ 11,011	\$ 9,785
Interest - Tax Collector	-	-	2,034	2,034
Special Assmnts- Tax Collector	2,452,225	2,084,391	1,999,790	(84,601)
Special Assessments-Tax Collector-VC1	(28,737)	(24,426)	-	24,426
Special Assmnts- Discounts	(98,088)	(83,375)	(79,127)	4,248
Other Miscellaneous Revenues	-	-	2,798	2,798
Access Cards	1,200	400	210	(190)
Insurance Reimbursements	-	-	7,709	7,709
Facility Revenue	600	200	-	(200)
User Facility Revenue	15,000	5,000	-	(5,000)
Garden Lot	1,207	404	972	568
TOTAL REVENUES	2,347,085	1,983,820	1,945,397	(38,423)
EXPENDITURES				
Administration				
P/R-Board of Supervisors	14,000	4,668	3,400	1,268
FICA Taxes	1,071	356	260	96
ProfServ-Arbitrage Rebate	1,200	-	-	-
ProfServ-Dissemination Agent	1,500	-	-	-
ProfServ-Engineering	60,000	20,000	11,414	8,586
ProfServ-Legal Services	60,000	20,000	43,767	(23,767)
ProfServ-Mgmt Consulting	69,250	23,084	23,083	1
ProfServ-Property Appraiser	392	-	-	-
ProfServ-Recording Secretary	4,200	1,400	1,400	-
ProfServ-Special Assessment	8,822	8,822	8,822	-
ProfServ-Trustee Fees	10,160	-	-	-
Auditing Services	4,400	-	-	-
Postage and Freight	1,000	332	174	158
Rental - Meeting Room	3,000	1,000	-	1,000
Insurance - General Liability	28,000	28,000	18,732	9,268
Legal Advertising	1,000	332	418	(86)
Misc-Records Storage	1,500	500	-	500
Misc-Assessment Collection Cost	49,045	41,688	38,413	3,275
Annual District Filing Fee	175	175	175	-
Total Administration	318,715	150,357	150,058	299
Field				
ProfServ-Field Management	338,872	112,956	112,957	(1)
Trailer Rental	8,500	2,833	2,320	513
Total Field	347,372	115,789	115,277	512

HARMONY

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Landscape Services</u>				
Contracts-Mulch	146,608	48,869	-	48,869
Contracts-Irrigation	42,822	14,274	14,274	-
Contracts-Trees & Trimming	46,909	15,636	15,636	-
Contracts-Annuals	12,672	4,224	-	4,224
Contracts-Trash & Debris Removal	19,565	6,522	6,522	-
Contracts - Landscape	294,685	98,228	96,187	2,041
Cntrs-Shrub/Grnd Cover Annual Svc	86,074	28,691	28,691	-
R&M-Irrigation	30,000	10,000	5,756	4,244
R&M-Trees and Trimming	40,000	13,332	3,000	10,332
Miscellaneous Services	35,000	11,668	-	11,668
Total Landscape Services	754,335	251,444	170,066	81,378
<u>Utilities</u>				
Electricity - General	40,700	13,567	11,990	1,577
Electricity - Streetlights	121,000	40,333	40,303	30
Utility - Water & Sewer	198,000	66,000	32,242	33,758
Total Utilities	359,700	119,900	84,535	35,365
<u>Operation & Maintenance</u>				
Utility - Refuse Removal	3,000	1,000	1,137	(137)
R&M-Ponds	20,000	6,667	-	6,667
R&M-Pools	35,000	11,667	11,719	(52)
R&M-Roads & Alleyways	2,000	668	-	668
R&M-Sidewalks	20,000	6,667	-	6,667
R&M-Streetlights	10,000	3,333	-	3,333
R&M-Vehicles	15,000	5,000	-	5,000
R&M-User Supported Facility	5,000	1,667	650	1,017
R&M-Equipment Boats	10,000	3,333	-	3,333
R&M-Parks & Facilities	25,000	8,332	15,033	(6,701)
R&M-Garden Lot	2,000	667	-	667
R&M-Invasive Plant Maintenance	105,000	35,000	53,550	(18,550)
Security Enhancements	5,700	1,900	2,106	(206)
Op Supplies - Fuel, Oil	8,000	2,667	666	2,001
Cap Outlay - Vehicles	30,000	30,000	10,961	19,039
Total Operation & Maintenance	295,700	118,568	95,822	22,746
<u>Debt Service</u>				
Principal Debt Retirement	13,507	-	-	-
Interest Expense	13,093	-	-	-
Total Debt Service	26,600	-	-	-
TOTAL EXPENDITURES	2,102,422	756,058	615,758	140,300

HARMONY

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Excess (deficiency) of revenues				
Over (under) expenditures	244,663	1,227,762	1,329,639	101,877
<u>OTHER FINANCING SOURCES (USES)</u>				
Operating Transfers-Out	-	-	(300,000)	(300,000)
Contribution to (Use of) Fund Balance	244,663	-	-	-
TOTAL FINANCING SOURCES (USES)	244,663	-	(300,000)	(300,000)
Net change in fund balance	\$ 244,663	\$ 1,227,762	\$ 1,029,639	\$ (198,123)
FUND BALANCE, BEGINNING (OCT 1, 2022)	661,723	661,723	661,723	
FUND BALANCE, ENDING	\$ 906,386	\$ 1,889,485	\$ 1,691,362	

HARMONY

Community Development District

General Fund Reserves

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>EXPENDITURES</u>				
Operation & Maintenance				
Reserve - Other	\$ 300,000	\$ 300,000	\$ 21,880	\$ 278,120
Total Operation & Maintenance	300,000	300,000	21,880	278,120
TOTAL EXPENDITURES	300,000	300,000	21,880	278,120
Excess (deficiency) of revenues				
Over (under) expenditures	(300,000)	(300,000)	(21,880)	278,120
<u>OTHER FINANCING SOURCES (USES)</u>				
Interfund Transfer - In	-	-	300,000	300,000
Contribution to (Use of) Fund Balance	(300,000)	-	-	-
TOTAL FINANCING SOURCES (USES)	(300,000)	-	300,000	300,000
Net change in fund balance	\$ (300,000)	\$ (300,000)	\$ 278,120	\$ 578,120
FUND BALANCE, BEGINNING (OCT 1, 2022)	547,006	547,006	547,006	
FUND BALANCE, ENDING	\$ 247,006	\$ 247,006	\$ 825,126	

HARMONY

Community Development District

Series 2014 Debt Service Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 61	\$ 20	\$ 21	\$ 1
Special Assmnts- Tax Collector	1,217,276	1,034,685	1,002,726	(31,959)
Special Assmnts- Discounts	(48,691)	(41,387)	(39,676)	1,711
TOTAL REVENUES	1,168,646	993,318	963,071	(30,247)
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	24,345	20,693	19,261	1,432
Total Administration	24,345	20,693	19,261	1,432
<u>Debt Service</u>				
Principal Debt Retirement	695,000	-	-	-
Principal Prepayments	-	-	70,000	(70,000)
Interest Expense	459,663	229,832	229,831	1
Total Debt Service	1,154,663	229,832	299,831	(69,999)
TOTAL EXPENDITURES	1,179,008	250,525	319,092	(68,567)
Excess (deficiency) of revenues Over (under) expenditures	(10,362)	742,793	643,979	(98,814)
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(10,362)	-	-	-
TOTAL FINANCING SOURCES (USES)	(10,362)	-	-	-
Net change in fund balance	\$ (10,362)	\$ 742,793	\$ 643,979	\$ (98,814)
FUND BALANCE, BEGINNING (OCT 1, 2022)	1,313,437	1,313,437	1,313,437	
FUND BALANCE, ENDING	\$ 1,303,075	\$ 2,056,230	\$ 1,957,416	

HARMONY

Community Development District

Series 2015 Debt Service Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 40	\$ 13	\$ 25	\$ 12
Special Assmnts- Tax Collector	796,597	677,107	529,782	(147,325)
Special Assmnts- Other	26,600	22,610	-	(22,610)
Special Assmnts- Prepayment	-	-	752,479	752,479
Special Assmnts- Discounts	(31,864)	(27,084)	(20,945)	6,139
TOTAL REVENUES	791,373	672,646	1,261,341	588,695
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	15,932	13,542	10,930	2,612
Total Administration	15,932	13,542	10,930	2,612
<u>Debt Service</u>				
Principal Debt Retirement	390,000	-	-	-
Principal Prepayments	-	-	1,165,000	(1,165,000)
Interest Expense	389,775	194,888	194,888	-
Total Debt Service	779,775	194,888	1,359,888	(1,165,000)
TOTAL EXPENDITURES	795,707	208,430	1,370,818	(1,162,388)
Excess (deficiency) of revenues Over (under) expenditures	(4,334)	464,216	(109,477)	(573,693)
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(4,334)	-	-	-
TOTAL FINANCING SOURCES (USES)	(4,334)	-	-	-
Net change in fund balance	\$ (4,334)	\$ 464,216	\$ (109,477)	\$ (573,693)
FUND BALANCE, BEGINNING (OCT 1, 2022)	1,841,543	1,841,543	1,841,543	
FUND BALANCE, ENDING	\$ 1,837,209	\$ 2,305,759	\$ 1,732,066	

HARMONY

Community Development District

Supporting Schedules

January 31, 2023

HARMONY

Community Development District

**Non-Ad Valorem Special Assessments
Osceola County Tax Collector - Monthly Collection Report
For the Fiscal Year Ending September 30, 2023**

					Allocation by Fund		
Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	General Fund	Series 2014 Debt Service Fund ⁽¹⁾	Series 2015 Debt Service Fund ⁽¹⁾
ASSESSMENTS LEVIED FY 2023				\$ 4,328,217	\$ 2,423,488	\$ 1,215,175	\$ 689,554
Allocation %				100%	55.99%	28.08%	15.93%
11/17/22	\$ 13,410	\$ 704	\$ 274	\$ 14,387	\$ 8,056	\$ 4,039	\$ 2,292
11/22/22	\$ 286,879	\$ 12,197	\$ 5,855	\$ 304,931	\$ 170,739	\$ 85,611	\$ 48,580
12/09/22	\$ 2,729,319	\$ 116,043	\$ 55,700	\$ 2,901,062	\$ 1,624,385	\$ 814,492	\$ 462,185
12/22/22	\$ 213,418	\$ 8,631	\$ 4,355	\$ 226,405	\$ 126,771	\$ 63,565	\$ 36,070
Adjustment	\$ (37,649)	\$ (1,569)	\$ -	\$ (39,217)	\$ -	\$ -	\$ (39,217)
01/10/23	\$ 113,868	\$ 3,594	\$ 2,324	\$ 119,785	\$ 67,071	\$ 33,630	\$ 19,084
01/10/23	\$ 4,701	\$ 148	\$ 96	\$ 4,945	\$ 2,769	\$ 1,388	\$ 788
TOTAL	\$ 3,323,946	\$ 139,748	\$ 68,604	\$ 3,532,298	\$ 1,999,790	\$ 1,002,726	\$ 529,782

Collected in % 82%

TOTAL OUTSTANDING	\$ 795,919	\$ 423,698	\$ 212,449	\$ 159,772
--------------------------	------------	------------	------------	------------

Note (1): Variance between budget and assessment levy is due to prepayments received during the budget process.

HARMONY
Community Development District

Cash and Investment Report
January 31, 2023

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%	\$550,283
Money Market Account	BankUnited	Money Market Account	n/a	3.00%	\$2,123,734
					Subtotal
					\$2,674,017

Debt Service and Capital Projects Funds
--

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2014 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$6,229
Series 2014 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$607,313
Series 2014 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$1,343,874
Series 2015 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$752,479
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%	\$639,587
					Subtotal
					\$3,689,482
					Total
					\$6,363,499

Subsection 6C

Invoices and Check Register

Harmony

Community Development District

General Fund

Invoice Approval Report # 273

February 9, 2023

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
ATLANTIC PIPE SERVICES	23-0042-1	R	\$ 21,879.88
		Vendor Total	\$ 21,879.88
BOWMAN and BLAIR ECOLOGY	607	R	\$ 5,050.00
		Vendor Total	\$ 5,050.00
BRIGHT HOUSE NETWORKS - ACH	028483401010723 ACH	R	\$ 123.98
		Vendor Total	\$ 123.98
BRIGHTVIEW LANDSCAPING SERVICES	8273453	R	\$ 21,599.98
		Vendor Total	\$ 21,599.98
CARDMEMBER SERVICES	122322-1777 ACH	R	\$ 610.81
		Vendor Total	\$ 610.81
DIGITAL ASSURANCE	62285	R	\$ 1,500.00
		Vendor Total	\$ 1,500.00
FASTSIGNS	2060-20790	R	\$ 112.90
		Vendor Total	\$ 112.90
FEDEX	7-974-90746	R	\$ 17.75
	8-024-39069	R	\$ 28.69
		Vendor Total	\$ 46.44
HARMONY CDD C/O US BANK	020823-1	R	\$ 13,108.41
	020823-2	R	\$ 7,438.40
		Vendor Total	\$ 20,546.81
HARMONY FLORIDA LAND LLC	3757473764-122222	R	\$ 503.29
		Vendor Total	\$ 503.29
KUTAK ROCK LLP	3167507	A	\$ 13,439.07
	3169510	A	\$ 12,575.57
		Vendor Total	\$ 26,014.64
MARLON SCOTT dba 4M&J SERVICES LLC	193	R	\$ 867.93
		Vendor Total	\$ 867.93
ORLANDO UTILITIES COMMISSION-ACH	011023-9921 ACH	R	\$ 14,827.10
		Vendor Total	\$ 14,827.10
POOLSURE	101295638795	R	\$ 35.00
	101295638794	R	\$ 60.00
	101295639214	R	\$ 508.75
		Vendor Total	\$ 603.75

Harmony

Community Development District

General Fund

Invoice Approval Report # 273

February 9, 2023

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
SERVELLO & SONS INC	23594	R	\$ 253.30
		Vendor Total	\$ 253.30
SPIES POOL LLC	395532	R	\$ 8,992.00
		Vendor Total	\$ 8,992.00
SUN PUBLICATIONS dba OSCEOLA NEWS-GAZETTE	47DE26A9-0001	R	\$ 59.62
		Vendor Total	\$ 59.62
SYMBIONT SERVICE CORP.	i36719	R	\$ 244.88
		Vendor Total	\$ 244.88
TOHO WATER AUTHORITY - ACH	011923 ACH	R	\$ 4,495.94
		Vendor Total	\$ 4,495.94
TOM PARRISH PLUMBING LLC	516	R	\$ 365.00
		Vendor Total	\$ 365.00
WASTE CONNECTIONS OF FL.	1428564W460	R	\$ 313.76
		Vendor Total	\$ 313.76
WILLIAMS SCOTSMAN, INC dba WILLSCOT - EFT	9016729273	R	\$ 490.00
		Vendor Total	\$ 490.00

Total Invoices \$ 129,502.01