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HARMONY
COMMUNITY DEVELOPMENT DISTRICT

AGENDA PACKAGE

Thursday, May 25, 2023

Remote Participation:
Zoom: **https://zoom.us/j/4276669233**
--or--
Call in (audio only) **929-205-6099, ID 4276669233**

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES
313 CAMPUS STREET
CELEBRATION, FLORIDA 34747
(407) 566-1935

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Harmony Community Development District

Board Members:
Teresa Kramer, Chair
Daniel Leet, Vice-Chair
Kerul Kassel, Assistant Secretary
Jo Phillips, Assistant Secretary
Lucas Chokanis, Assistant Secretary

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

Meeting Agenda

Thursday, May 25, 2023 - 6:00 pm

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1. **Call to Order and Roll Call**
2. **Audience Comments** *Three- (3) Minute Time Limit*
3. **Contractor Reports**
   A. Benchmark
      i. Proposals ……Page 3
4. **Consent Agenda**
   A. Minutes from the Regular Meeting of April 27, 2023……..Page 7
   B. April Financial Statements ..... Page 17
   C. #276 April 2023 Invoices and Check Register ..... Page 31
5. **Presentation of Fiscal Year 2024 Proposed Budget**
   A. Fiscal Year 2024 Budget
   B. Resolution 2023-06, Approving the Budget and Setting a Public Hearing.....Page 33
6. **New Business**
   A. Master Agreement for Fountain Repair Services ..... Page 36
   B. Discussion of Frontage Fence ..... Page 52
7. **Staff Reports**
   A. Field Manager
      i. Field Report ..... Page 55
      ii. Proposals
         a. Splash Pad Update and Options ..... Page 57
   B. District Engineer
      i. Community Maintenance Facility Update
      ii. Billy's Trail-Proposal for Trail Work ..... Page 60
      iii. Alley Paving Project Update
   C. District Counsel
      i. Straight Line Fence Contract from 2019..... Page 67
   D. District Manager
      i. Campus Suite Proposal..... Page 80
      ii. Number of Registered Voters – 2,366 ..... Page 96
      iii. Proposal to Update Reserve Study..... Page 97
      iv. Report on Code Enforcement Action
8. **Old Business**
   A. Consideration of Donation of Land from Harmony Land
9. **Supervisor Requests**
10. **Adjournment**

The next meeting is scheduled for Thursday, June 29, 2023, at 6:00 p.m.

District Office:
313 Campus Street
Celebration FL 34747
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

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Section 2

Audience Comments

No Speaking Requests Recorded

Verbal Presentations At Meeting

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Section 3

Contractor Reports

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Subsection 3A

Benchmark

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Subsection 3Ai

Proposals

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Proposal #563

Date: 4/19/2023

Customer:
Brett Perez
Brett.Perez@inframark.com

Property:
Harmony CDD 3500 Harmony Sq Dr W Harmony, FL 34773

Service Details

Tracking and Exploratory work for wires/connections for Tract K to find if available for connection

Irrigation Repairs

Items	Quantity	Unit	Price/Unit	Price
Labor - Irrigation	0.00	Hr	$0.00	$0.00
			Irrigation Repairs :	$3,400.00
			PROJECT TOTAL:	**$3,400.00**

Terms & Conditions

Final payment shall be made within thirty (30) days upon completion. After thirty (30) days post-completion, Benchmark Landscaping reserves the right to apply a late fee of three-percent (3%) of the outstanding balance charged every thirty (30) days that the invoice remains outstanding.

By _____ **By** _____

Justin Green

Date 4/19/2023 **Date** _____

Benchmark Landscaping **Harmony CDD**

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Proposal #564

Date: 4/19/2023

Customer:
Brett Perez
Brett.Perez@inframark.com

Property:
Harmony CDD 3500 Harmony Sq Dr W Harmony, FL 34773

Service Details

Run wire from closest satellite to connect Tract K; this assumes sleeve under road is there/good;

Irrigation Repairs

Items	Quantity	Unit	Price/Unit	Price
Labor - Irrigation	0.00	Hr	$0.00	$0.00
Trencher	2.00	Day	$0.00	$0.00
Wire multi-7	800.00	ea	$0.00	$0.00
			Irrigation Repairs :	$11,825.00
			PROJECT TOTAL:	**$11,825.00**

Terms & Conditions

Final payment shall be made within thirty (30) days upon completion. After thirty (30) days post-completion, Benchmark Landscaping reserves the right to apply a late fee of three-percent (3%) of the outstanding balance charged every thirty (30) days that the invoice remains outstanding.

By _____ **By** _____

Justin Green

Date 4/19/2023 **Date** _____

Benchmark Landscaping **Harmony CDD**

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Proposal #754

Date: 5/8/2023

Customer:
Brett Perez
Brett.Perez@inframark.com

Property:
Harmony CDD 3500 Harmony Sq Dr W Harmony, FL 34773

replace 3 bad controllers

locate missing zones and coverage areas once clocks are replaced

4-days to locate missing coverage areas

track areas that are still down with unknown controllers

replace heads and lines

Service Details

Irrigation Repairs

Items	Quantity	Unit	Price/Unit	Price
			Irrigation Repairs :	$20,000.00
			PROJECT TOTAL:	**$20,000.00**

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Terms & Conditions

Final payment shall be made within thirty (30) days upon completion. After thirty (30) days post-completion, Benchmark Landscaping reserves the right to apply a late fee of three-percent (3%) of the outstanding balance charged every thirty (30) days that the invoice remains outstanding.

By		**By**	
	Justin Green		
Date	5/8/2023	**Date**	
	Benchmark Landscaping		**Harmony CDD**

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Section 4

Consent Agenda

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Subsection 4A

Summary Minutes of April 27, 2023

Markup Review Version

Delivered Under Separate Cover

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Subsection 4B

Financials

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MEMORANDUM

TO: Board of Supervisors, Harmony CDD
FROM: Samantha Smith, Accountant
CC: Angel Montagna, District Manager
DATE: May 5, 2023
SUBJECT: April 2023 Financials

Please find the attached April 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 April is approximately 88% of the annual budget. This is typical for this time of year.
  - Non Ad Valorem Assessment collections are currently at 86%.
  - Other Miscellaneous Revenues - Includes refund from Bowman and Blair Ecology. Also includes reimbursement from Kissimmee Motorsports.
  - Insurance Reimbursements - Includes reimbursements received from Florida Insurance Alliance.
  - Garden Lot - Includes lease payments for garden lot.

- Total Expenditures through April are at 53% of the annual budget.
  - Administrative
    - P/R-Board of Supervisors - Includes payroll for meetings through April 2023.
    - ProfServ-Engineering - Pegasus Engineering services through February 2023.
    - ProfServ-Legal Services - Kutak Rock general counsel through March 2023.
    - ProfServ-Management Consulting - Contract with Inframark.
    - ProfServ-Property Appraiser - Annual fees charged by Katrina S Scarborough property appraiser's office.
    - 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 through January 2023.
    - Contracts-Trees & Trimming - Contract with Servello and Sons through January 2023.
    - Contracts-Trash & Debris Removal - Contract with Servello and Sons through January 2023.
    - Contracts-Landscape - Contract with Servello and Sons through January 2023. Includes credit on November 2022 and January 2023 invoices. New vendor as of February 2023 is Benchmark Landscaping.
    - Contracts-Shrub/Ground Cover - Contract with Servello and Sons through January 2023.
    - R&M Irrigation - Includes various irrigation supplies and repairs by Servello and Sons through January 2023. New vendor as of February 2023 is Benchmark Landscaping.
    - R&M-Trees and Trimming - Includes tree trimming and replacement by Servello and Sons and Brightview Landscape Services.
  - 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, splash pad fountain repairs by Professional Fountain Services, and pool motor replacement by Florida Aqua Group.
    - R&M-User Supported Facility - Includes jet clean line at dog park and poolhouse bathroom repairs 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, electrical panel repairs, and signs.
    - 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, access control cards, and repair to dock access control unit.
    - 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 transferred from the general fund to the series 2015 debt service fund in March 2023.
    - Interest Expense - Interest portion of VC1 debt service assessment transferred from the general fund to the series 2015 debt service fund in March 2023.

General Fund Reserves

- $798,376 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 $48,630 FY23 expenditures.
  - Reserve-Other - Includes storm drain repairs by Atlantic Pipe Services, road grading and stone by Gary's Grading Inc, and deposit for gazebo awning repairs by Sunshades Awning.

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HARMONY

Community Development District

Financial Report

April 30, 2023

Prepared by

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

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HARMONY
Community Development District

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HARMONY

Community Development District

Financial Statements

(Unaudited)

April 30, 2023

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HARMONY
Community Development District

Governmental Funds

Balance Sheet
April 30, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	GENERAL FUND RESERVES	SERIES 2014 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
ASSETS					
Cash - Checking Account	$ 584,738	$ -	$ -	$ -	$ 584,738
Accounts Receivable	319	-	-	-	319
Due From Other Funds	-	801,476	-	-	801,476
Investments:					
Money Market Account	1,689,860	-	-	-	1,689,860
Prepayment Account	-	-	6,229	916,637	922,866
Reserve Fund	-	-	607,313	340,000	947,313
Revenue Fund	-	-	1,391,470	693,204	2,084,674
TOTAL ASSETS	**$ 2,274,917**	**$ 801,476**	**$ 2,005,012**	**$ 1,949,841**	**$ 7,031,246**
LIABILITIES					
Accounts Payable	$ 103,019	$ 3,100	$ -	$ -	$ 106,119
Accrued Expenses	63,681	-	-	-	63,681
Sales Tax Payable	4	-	-	-	4
Due To Other Funds	801,476	-	-	-	801,476
TOTAL LIABILITIES	**968,180**	**3,100**	**-**	**-**	**971,280**
FUND BALANCES					
Restricted for:					
Debt Service	-	-	2,005,012	1,949,841	3,954,853
Assigned to:					
Operating Reserves	467,801	-	-	-	467,801
Unassigned:	838,936	798,376	-	-	1,637,312
TOTAL FUND BALANCES	**$ 1,306,737**	**$ 798,376**	**$ 2,005,012**	**$ 1,949,841**	**$ 6,059,966**
TOTAL LIABILITIES & FUND BALANCES	**$ 2,274,917**	**$ 801,476**	**$ 2,005,012**	**$ 1,949,841**	**$ 7,031,246**

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HARMONY
Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)
REVENUES				
Interest - Investments	$ 3,678	$ 2,146	$ 27,139	$ 24,993
Interest - Tax Collector	-	-	2,253	2,253
Special Assmnts- Tax Collector	2,452,225	2,452,225	2,097,284	(354,941)
Special Assessments-Tax Collector-VC1	(28,737)	(28,737)	-	28,737
Special Assmnts- Discounts	(98,088)	(98,088)	(79,809)	18,279
Other Miscellaneous Revenues	-	-	2,798	2,798
Access Cards	1,200	700	720	20
Insurance Reimbursements	-	-	7,709	7,709
Facility Revenue	600	350	-	(350)
User Facility Revenue	15,000	8,750	1,443	(7,307)
Garden Lot	1,207	707	1,132	425
TOTAL REVENUES	**2,347,085**	**2,338,053**	**2,060,669**	**(277,384)**
EXPENDITURES				
Administration				
P/R-Board of Supervisors	14,000	8,169	5,400	2,769
FICA Taxes	1,071	623	413	210
ProfServ-Arbitrage Rebate	1,200	600	-	600
ProfServ-Dissemination Agent	1,500	1,500	1,500	-
ProfServ-Engineering	60,000	35,000	23,877	11,123
ProfServ-Legal Services	60,000	35,000	47,503	(12,503)
ProfServ-Mgmt Consulting	69,250	40,397	40,396	1
ProfServ-Property Appraiser	392	392	694	(302)
ProfServ-Recording Secretary	4,200	2,450	2,450	-
ProfServ-Special Assessment	8,822	8,822	8,822	-
ProfServ-Trustee Fees	10,160	-	-	-
Auditing Services	4,400	4,400	4,400	-
Postage and Freight	1,000	581	366	215
Rental - Meeting Room	3,000	1,750	146	1,604
Insurance - General Liability	28,000	28,000	18,732	9,268
Legal Advertising	1,000	581	418	163
Misc-Records Storage	1,500	875	150	725
Misc-Assessment Collection Cost	49,045	49,045	40,350	8,695
Annual District Filing Fee	175	175	175	-
Total Administration	318,715	218,360	195,792	22,568
Field				
ProfServ-Field Management	338,872	197,673	197,675	(2)
Trailer Rental	8,500	4,958	4,162	796
Total Field	347,372	202,631	201,837	794

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HARMONY
Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)
Landscape Services				
Contracts-Mulch	146,608	85,521	-	85,521
Contracts-Irrigation	42,822	24,980	14,274	10,706
Contracts-Trees & Trimming	46,909	27,364	15,636	11,728
Contracts-Annuals	12,672	7,392	-	7,392
Contracts-Trash & Debris Removal	19,565	11,413	6,522	4,891
Contracts - Landscape	294,685	171,900	251,187	(79,287)
Cntrs-Shrub/Grnd Cover Annual Svc	86,074	50,210	28,691	21,519
R&M-Irrigation	30,000	17,500	28,327	(10,827)
R&M-Trees and Trimming	40,000	23,331	37,030	(13,699)
Miscellaneous Services	35,000	20,419	-	20,419
Total Landscape Services	754,335	440,030	381,667	58,363
Utilities				
Electricity - General	40,700	23,742	22,518	1,224
Electricity - Streetlights	121,000	70,583	73,216	(2,633)
Utility - Water & Sewer	198,000	115,500	77,441	38,059
Total Utilities	359,700	209,825	173,175	36,650
Operation & Maintenance				
Utility - Refuse Removal	3,000	1,750	2,064	(314)
R&M-Ponds	20,000	11,667	1,200	10,467
R&M-Pools	35,000	20,417	35,378	(14,961)
R&M-Roads & Alleyways	2,000	1,169	-	1,169
R&M-Sidewalks	20,000	11,667	-	11,667
R&M-Streetlights	10,000	5,833	-	5,833
R&M-Vehicles	15,000	8,750	180	8,570
R&M-User Supported Facility	5,000	2,917	1,015	1,902
R&M-Equipment Boats	10,000	5,833	1,166	4,667
R&M-Parks & Facilities	25,000	14,581	23,705	(9,124)
R&M-Garden Lot	2,000	1,167	171	996
R&M-Invasive Plant Maintenance	105,000	61,250	53,550	7,700
Security Enhancements	5,700	3,325	5,885	(2,560)
Op Supplies - Fuel, Oil	8,000	4,667	1,309	3,358
Cap Outlay - Vehicles	30,000	30,000	10,961	19,039
Total Operation & Maintenance	295,700	184,993	136,584	48,409
Debt Service				
Principal Debt Retirement	13,507	13,507	13,507	-
Interest Expense	13,093	13,093	13,093	-
Total Debt Service	26,600	26,600	26,600	-
TOTAL EXPENDITURES	**2,102,422**	**1,282,439**	**1,115,655**	**166,784**

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HARMONY
Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 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	1,055,614	945,014	(110,600)
OTHER FINANCING SOURCES (USES)				
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	$ 1,055,614	$ 645,014	$ (410,600)
FUND BALANCE, BEGINNING (OCT 1, 2022)	**661,723**	**661,723**	**661,723**	
FUND BALANCE, ENDING	**$ 906,386**	**$ 1,717,337**	**$ 1,306,737**	

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Community Development District

General Fund Reserves

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)
EXPENDITURES				
Operation & Maintenance				
Reserve - Other	$ 300,000	$ 300,000	$ 48,630	$ 251,370
Total Operation & Maintenance	300,000	300,000	48,630	251,370
TOTAL EXPENDITURES	**300,000**	**300,000**	**48,630**	**251,370**
Excess (deficiency) of revenues Over (under) expenditures	(300,000)	(300,000)	(48,630)	251,370
OTHER FINANCING SOURCES (USES)				
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)	$ 251,370	$ 551,370
FUND BALANCE, BEGINNING (OCT 1, 2022)	**547,006**	**547,006**	**547,006**	
FUND BALANCE, ENDING	**$ 247,006**	**$ 247,006**	**$ 798,376**	

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HARMONY
Community Development District

Series 2014 Debt Service Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)
REVENUES				
Interest - Investments	$ 61	$ 35	$ 45	$ 10
Special Assmnts- Tax Collector	1,217,276	1,217,276	1,051,611	(165,665)
Special Assmnts- Discounts	(48,691)	(48,691)	(40,018)	8,673
TOTAL REVENUES	**1,168,646**	**1,168,620**	**1,011,638**	**(156,982)**
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	24,345	24,345	20,232	4,113
Total Administration	24,345	24,345	20,232	4,113
Debt Service				
Principal Debt Retirement	695,000	-	-	-
Principal Prepayments	-	-	70,000	(70,000)
Interest Expense	459,663	229,832	229,832	-
Total Debt Service	1,154,663	229,832	299,832	(70,000)
TOTAL EXPENDITURES	**1,179,008**	**254,177**	**320,064**	**(65,887)**
Excess (deficiency) of revenues Over (under) expenditures	(10,362)	914,444	691,575	(222,869)
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	(10,362)	-	-	-
TOTAL FINANCING SOURCES (USES)	**(10,362)**	**-**	**-**	**-**
Net change in fund balance	$ (10,362)	$ 914,444	$ 691,575	$ (222,869)
FUND BALANCE, BEGINNING (OCT 1, 2022)	**1,313,437**	**1,313,437**	**1,313,437**	
FUND BALANCE, ENDING	**$ 1,303,075**	**$ 2,227,881**	**$ 2,005,012**	

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HARMONY
Community Development District

Series 2015 Debt Service Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)
REVENUES				
Interest - Investments	$ 40	$ 23	$ 47	$ 24
Special Assmnts- Tax Collector	796,597	796,597	557,522	(239,075)
Special Assmnts- Other	26,600	26,600	26,600	-
Special Assmnts- Prepayment	-	-	916,637	916,637
Special Assmnts- Discounts	(31,864)	(31,864)	(21,139)	10,725
TOTAL REVENUES	**791,373**	**791,356**	**1,479,667**	**688,311**
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	15,932	15,932	11,481	4,451
Total Administration	15,932	15,932	11,481	4,451
Debt Service				
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**	**210,820**	**1,371,369**	**(1,160,549)**
Excess (deficiency) of revenues Over (under) expenditures	(4,334)	580,536	108,298	(472,238)
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	(4,334)	-	-	-
TOTAL FINANCING SOURCES (USES)	**(4,334)**	**-**	**-**	**-**
Net change in fund balance	$ (4,334)	$ 580,536	$ 108,298	$ (472,238)
FUND BALANCE, BEGINNING (OCT 1, 2022)	**1,841,543**	**1,841,543**	**1,841,543**	
FUND BALANCE, ENDING	**$ 1,837,209**	**$ 2,422,079**	**$ 1,949,841**	

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HARMONY

Community Development District

Supporting Schedules

April 30, 2023

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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
02/07/23	$ 2,955	$ 44	$ 60	$ 3,059	$ 1,713	$ 859	$ 487
02/08/23	$ 43,734	$ 982	$ 893	$ 45,609	$ 25,537	$ 12,805	$ 7,266
03/08/23	$ 22,648	$ 233	$ 462	$ 23,344	$ 13,071	$ 6,554	$ 3,719
04/10/23	$ 94,350	$ (41)	$ 1,926	$ 96,235	$ 53,884	$ 27,018	$ 15,332
04/10/23	$ 5,755	$ -	$ 117	$ 5,873	$ 3,288	$ 1,649	$ 936
TOTAL	$ 3,493,389	$ 140,966	$ 72,062	$ 3,706,417	$ 2,097,284	$ 1,051,611	$ 557,522
Collected in %				86%			
TOTAL OUTSTANDING				$ 621,800	$ 326,204	$ 163,564	$ 132,032

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

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HARMONY
Community Development District

Cash and Investment Report
April 30, 2023

General Fund

Account Name	Bank Name	Investment Type	Maturity	Yield	Balance
Checking Account- Operating	Bank United	Checking Account	n/a	0.00%	$584,738
Money Market Account	BankUnited	Money Market Account	n/a	4.50%	$1,689,860
				Subtotal	$2,274,598

Debt Service and Capital Projects Funds

Account Name	Bank Name	Investment Type	Maturity	Yield	Balance
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%	$1,391,470
Series 2015 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	$916,637
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%	$693,204
				Subtotal	$3,954,853
				Total	**$6,229,451**

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Subsection 4C

Approvals

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Harmony

Community Development District *General Fund*

Invoice Approval Report # 276

May 15, 2023

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
BENCHMARK LANDSCAPING LLC	218	R	$ 2,235.31
	267	R	$ 55,000.00
	347	R	$ 3,500.00
		Vendor Total	$ 60,735.31
CARR AND COLLIER INC.	Jan-23	R	$ 219,114.18
		Vendor Total	$ 219,114.18
CHARTER COMMUNICATION - ACH	038651042823 ACH	R	$ 119.98
	1997500050623 ACH	R	$ 123.98
		Vendor Total	$ 243.96
COMPLETE ACCESS CONTROL	23-806	R	$ 824.58
		Vendor Total	$ 824.58
WIND RIVER ENVIROMENTAL LLC DBA ALL FLORIDA SEPTIC	72569076	R	$ 390.00
		Vendor Total	$ 390.00
FEDEX	81-118-32273	R	$ 18.14
		Vendor Total	$ 18.14
HARMONY CDD C/O U.S. BANK	050923-1	R	$ 29,080.47
	050923-2	R	$ 4,414.01
		Vendor Total	$ 33,494.48
INFRAMARK	93621	A	$ 38,900.18
		Vendor Total	$ 38,900.18
JCH HARMONY K LLC	R050823-1	R	$ 1,375.39
	R050823-2	R	$ 1,841.67
	R050823-3	R	$ 1,504.03
		Vendor Total	$ 4,721.09
JOHN CHRISTIAN & PATRICIA MARIE DEPALMA	R050823-1	R	$ 1,841.67
	R050823-2	R	$ 1,841.67
		Vendor Total	$ 3,683.34
KUTAK ROCK LLP	3222028	A	$ 4,112.00
		Vendor Total	$ 4,112.00
ORLANDO UTILITIES COMMISSION- ACH	030823-9921 ACH	R	$ 13,884.18
	041023-9921 ACH	R	$ 14,309.21
		Vendor Total	$ 28,193.39

COPY

Harmony

Community Development District *General Fund*

Invoice Approval Report # 276

May 15, 2023

Payee	Invoice Number	A= Approval R= Ratification		Invoice Amount
PEGASUS ENGINEERING, LLC	22653	A	$	6,025.61
		Vendor Total	$	6,025.61
POOLSURE	101295641972	R	$	35.00
	101295641971	R	$	60.00
	101295642497	R	$	621.75
	101295642500	R	$	256.50
	101295642511	R	$	99.00
		Vendor Total	$	1,072.25
PROFESSIONAL FOUNTAIN SERVICES LLC	2292	R	$	12,308.03
		Vendor Total	$	12,308.03
RODNEY MICHAEL & PAMELA JEANNE PURKEY	R050823-1	R	$	1,841.67
	R050823-2	R	$	1,841.67
		Vendor Total	$	3,683.34
SUNSHADES AWNING CO INC	20498	R	$	3,100.00
		Vendor Total	$	3,100.00
TOHO WATER AUTHORITY -ACH	041923-8389 ACH	R	$	19,626.62
	04022023-8389 ACH	R	$	233.23
		Vendor Total	$	19,859.85
WASTE CONNECTIONS OF FL.	1442305W460	R	$	309.12
		Vendor Total	$	309.12
WILLIAMS SCOTSMAN, INC. - EFT	9017306044 ACH	R	$	103.99
	9016417206 ACH	R	$	90.00
	9017594023	R	$	103.99
	9017665629	R	$	2,827.68
		Vendor Total	$	3,125.66
		Total Invoices	**$**	**443,914.51**

COPY

Section 5

Proposed Budget

COPY

Subsection 5A

Fiscal Year 2024

Not Published For Public Review

Board Sets Line Items At Meeting

COPY

Subsection 5B

Resolution 2023-06

COPY

RESOLUTION 2023-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Harmony Community Development District (**"District"**) prior to June 15, 2023, proposed budget(s) (**"Proposed Budget"**) for the fiscal year beginning October 1, 2023, and ending September 30, 2024 (**"Fiscal Year 2023/2024"**); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE:	July 27, 2023
HOUR:	6:00 p.m.
LOCATION:	Jones Homes Model 3285 Songbird Circle Harmony, Florida 34773

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT(S).** The District Manager is hereby directed to submit a copy of the Proposed Budget to the local general-purpose governments at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this

COPY

Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 25th DAY OF MAY 2023.

ATTEST:

HARMONY COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary / Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Proposed Budget

COPY

Exhibit A

Fiscal Year 2023/2024 Proposed Budget

COPY

Section 6

New Business

COPY

Subsection 6A

Fountain Repair

COPY

AGREEMENT BETWEEN THE HARMONY COMMUNITY DEVELOPMENT DISTRICT AND PROFESSIONAL FOUNTAIN SERVICES, LLC, FOR FOUNTAIN REPAIR SERVICES

THIS AGREEMENT ("**Agreement**") is made and entered into as of the ____ day of _____, 2023, by and between:

HARMONY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Osceola County, Florida, with a mailing address c/o Inframark, IMS, 313 Campus Street, Celebration, Florida 34747 (the "**District**"); and

PROFESSIONAL FOUNTAIN SERVICES, LLC, a Florida limited liability company, whose address is 2227 Stratford Drive, Sarasota, Florida 34232 (the "**Contractor**").

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; and

WHEREAS, from time to time, the District has a need to retain an independent contractor to provide architectural fountain repair services for one Splash Pad, and labor and other materials related thereto; and

WHEREAS, the Contractor submitted a proposal for the services presently needed by the District and represents that it is qualified to provide fountain repair services and has agreed to initially provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein ("**Services**"); and

WHEREAS, the District may have a future need for additional services to be provided by Contractor; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, 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 as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

COPY

A. From time to time, the District desires that Contractor provide professional fountain repair services, including labor and installation services, within presently accepted standards. Upon all parties executing this Agreement, Contractor shall provide the District with the specific services as set forth in this Agreement.

B. While providing the Services, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. Contractor shall provide the specific professional Services as shown in Section 3 of this Agreement and any future Work Authorization (defined below). Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations

SECTION 3. SCOPE OF SERVICES. The Contractor will provide the Services identified in **Exhibit A** and in any future Work Authorization, attached hereto and incorporated by reference herein. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A** and in any future Work Authorization. To the extent that any of the provisions of this Agreement conflict with the provisions of **Exhibit A** or any future Work Authorization , this Agreement shall control.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. Contractor agrees, as an independent contractor, to undertake work and/or perform or have performed such services as specified in this Agreement or any addendum executed by the parties or in any authorized written work authorization in substantially the same form set forth in **Exhibit B** ("**Work Authorization**"), attached hereto and incorporated herein by reference, which shall include the scope of work, compensation, and special provisions or conditions specific to the service or project being authorized, which such Work Authorization shall be issued by the District in connection with this Agreement and accepted by Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District, in their sole and unfettered discretion, and shall be in accordance with industry standards. The performance of all Services by Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda or Work Authorization, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

B. Contractor agrees that the District shall not be liable for the payment of any work or services not included in this Agreement unless the District, through an authorized representative of the District, authorizes Contractor, in writing, to perform such work.

COPY

C. The District shall designate in writing a person(s) to act as the District's representative(s) with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's services.

(1) The District hereby designates the District Manager and the Field Manager to act as its representatives.

(2) Upon request by the District Manager or Field Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours. Before performing Services, Contractor shall inspect any equipment or piping that is connected to the items to be repaired and shall inform the District if the Services may damage the connecting infrastructure, whether due to age, condition or otherwise.

E. If the scope of services attached hereto or to a work authorization requires funds be paid by the District to the Contractor prior to the time the project is completed, such funds shall be considered a deposit. Despite the fact that there may be deposits being paid by the District prior to project completion, this is a lump sum contract. No portion of the deposit payments made by the District shall be considered earned by the Contractor until completion of the scope of services.

SECTION 5. COMPENSATION; TERM.

A. The District shall pay Contractor **Twelve Thousand Three Hundred Eight Dollars and Three Cents ($12,308.03)** for the Services as identified in **Exhibit A** attached hereto and incorporated herein by reference. Contractor shall invoice the District for the Services pursuant to the terms of this Agreement. The District shall provide payment within forty-five (45) days of receipt of invoices. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services.

B. The term of this Agreement shall be from _____, 2023, through September 30, 2024, and shall automatically renew for three (3) additional one (1) year terms. Notwithstanding anything else provided herein, the Agreement may be terminated in accordance with the terms provided herein.

C. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an Affidavit relating to the payment of said indebtedness. Further,

COPY

the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within forty-five (45) days after the invoice date or otherwise in accordance with the Florida Prompt Payment Act. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within sixty (60) days of the invoice date. Each monthly invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 6. INSURANCE.

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

(1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars ($1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:

(i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.

(3) Employer's Liability Coverage with limits of at least One Million Dollars ($1,000,000) per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars ($1,000,000) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior

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written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, all Work provided by the Contractor pursuant to this Agreement shall be warranted for two (2) years from the date of acceptance of the Work by the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Work, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Work. If any of the materials or Work are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.

SECTION 8. INDEMNIFICATION

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with any negligence in the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further 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.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest,

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expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

SECTION 9. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 10. COMPLIANCE WITH GOVERNMENTAL REGULATION. Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

SECTION 11. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 12. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

SECTION 13. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

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SECTION 14. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 15. TERMINATION. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Either party may terminate this Agreement by providing thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor.

SECTION 16. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District, including any permits required for vegetation control of the large lake. All other permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor.

SECTION 17. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such written approval shall be null and void.

SECTION 18. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 19. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 20. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or 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, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 21. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

COPY

SECTION 22. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

SECTION 23. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION 24. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Contractor:
Professional Fountain Services, LLC
2227 Stratford Drive
Sarasota, Florida 34232
Attn: _____

B. If to the District:
Harmony Community Development District
313 Campus Street
Celebration, Florida 34747
Attn: District Manager

With a copy to:
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

SECTION 25. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions,

COPY

representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

SECTION 26. CONTROLLING LAW; VENUE. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REFERENCE TO THE PRINCIPLES OF CONFLICT OF LAWS. EXCEPT FOR ACTIONS SEEKING INJUNCTIVE RELIEF (WHICH MAY BE BROUGHT IN ANY APPROPRIATE JURISDICTION), SUITS UNDER THIS AGREEMENT SHALL ONLY BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN THE COUNTY OF OSCEOLA, STATE OF FLORIDA. THIS CHOICE OF VENUE IS INTENDED BY THE PARTIES TO BE MANDATORY AND NOT PERMISSIVE IN NATURE, AND TO PRECLUDE THE POSSIBILITY OF LITIGATION BETWEEN THE PARTIES WITH RESPECT TO, OR ARISING OUT OF, THIS AGREEMENT IN ANY JURISDICTION OTHER THAN THAT SPECIFIED IN THIS SECTION. EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR SIMILAR DOCTRINE OR TO OBJECT TO VENUE WITH RESPECT TO ANY PROCEEDING BROUGHT IN ACCORDANCE WITH THIS SECTION.

SECTION 27. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Sandra Demarco ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement's term and following this Agreement's term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-603-0033 40532,

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PUBLICRECORDS@INFRAMARK.COM, OR 313 CAMPUS STREET, CELEBRATION, FLORIDA 34747.

SECTION 28. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 29. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. The District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 30. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

SECTION 31. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 32. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the

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inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 33. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes;* (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

[*Remainder of this page left intentionally blank*]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

ATTEST:

HARMONY COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary / Assistant Secretary

_____
Chair, Board of Supervisors

WITNESS:

PROFESSIONAL FOUNTAIN SERVICES, LLC, a Florida limited liability company

_____
By: _____

_____
By: _____
Its: _____

Exhibit A Scope of Services
Exhibit B Form of Work Authorization

DRAFT

COPY

Exhibit A
Scope of Services

Professional Fountain Services LLC
2227 Stratford Dr
Sarasota, FL 34232
(941) 320-8279
PFS@Professionalfountainservices.com

PROFESSIONAL FOUNTAIN SERVICES LLC
QUALITY PRODUCTS QUALITY WORK

ADDRESS
Brett Perez
Harmony Community CDD
7360 Five Oaks Dr
Harmony, FL 34773

Estimate 1780

DATE 03/18/2023

ACTIVITY	QTY	RATE	AMOUNT
Repair Service ARCHITECTURAL FOUNTAIN:SPLASH PAD REMOVE FOURTEEN SOLENOIDS COMPLETE INSTALLATION OF TWELVE 3/4 INCH SOLENOIDS COMPLETE INSTALLATION OF TWO 1 1/2 INCH SOLENOIDS LABOR INCLUDED	1	8,808.03	8,808.03
Repair Service ARCHITECTURAL FOUNTAIN: SPLASH PAD REMOVE NOZZLES CHECK ALL LINES & UNCLOG/CLEAN CLEAN WATER TANK FOUNTAIN STARTUP	1	3,500.00	3,500.00

This is an estimate for repairs on one Splash Pad. Estimate is subject to change.

If you have any questions please call or email us.

Thank you,

TOTAL **$12,308.03**

Accepted By

Accepted Date

COPY

Exhibit B

WORK AUTHORIZATION #__
_____ ____, 20____

Harmony Community Development District
313 Campus Street
Celebration, Florida 34747

Subject: **Work Authorization Number ___ ("Work Authorization")**
Harmony Community Development District

Dear Board of Supervisors:

Professional Fountain Services, LLC ("Contractor") is pleased to submit this work authorization to provide electrical services for the Harmony Community Development District ("District"). We will provide these services pursuant to our current *Agreement Between the Harmony Community Development District and Professional Fountain Services, LLC for Fountain Repair Services* dated _____ ____, 2023 ("Agreement") as follows:

I. Scope of Work

The District hereby engages the services of Contractor to perform the work described in **Attachment A**, attached hereto. None of the provisions of **Attachment A** shall apply to this Work Authorization and Agreement. **Attachment A** shall not be incorporated herein, except that **Attachment A** is applicable to the extent that it states the Work's scope of services for the labor and materials to be provided under this Agreement.

II. Fees

The District will compensate Contractor in accordance with the terms of the Agreement and this Work Authorization.

This Work Authorization, together with the Agreement, represents the entire understanding between the District and Contractor with regard to the referenced Work Authorization. If you wish to accept this Work Authorization, please sign below where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule the approved services.

Sincerely,

_____
Authorized Representative of
Professional Fountain Services, LLC

DRAFT

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APPROVED AND ACCEPTED

By: _____
Chair, Board of Supervisors
Harmony Community Development District

Date: _____

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<u>Attachment A</u>

Scope of Work

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Subsection 6B

Frontage Fence

COPY

A&C Master Fence

Valdecir albano
Owner
Cristiane de Souza
Manager

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

Estimate

Date	Estimate#
02/08/2023	7101

Name / Address
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

ASHLEY FENCE CORP

GOOGLE ★★★★★

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

NO Estimate/Contract Date: 01/30/2023

Estrimate Prepared By: CHAREL / GUSTAVO

Cel #: 407 715 2070

Name: Jei SON Phone: 407 861 4460

Adress: 210 N UNIVERSITY DR STE 702 CORAL SPRINGS FL 33071-7320

Email:

Subdivision: Gate Code

FENCE # 1

PVC (Vinyl)	Aluminum	Steel	Chain Link	Wood
X				

Style/Model Fence Model FARM

Total Linear Feed: 6,163' Heigth: 5' Section: 8'

Color: WHITE Unit price: $26

Gates

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

Notes:

FENCE # 2

PVC (Vinyl)	Aluminum	Steel	Chain Link	Wood

Style/Model

Total Linear Feed: Heigth: 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: 6,163FT 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

Lasrasy Fence, Inc.

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

lasrasyfence@gmail.com
/Lasrasyfence

FREE ESTIMATE

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

ALUMINUM, WOOD, PVC, CHAIN LINK WELDING

PROPOSAL SUBMITTED TO:

JOB NAME	Harmony Community Development Distnct	ESTIMATOR NAME	Sandra
STREET	7360 Five Oaks Dr	INSTALL NAME	
CITY	St Cloud	STATE	FL
ZIP CODE	34773		
PHONE	407-861-4460	EMAIL	jeison.castillo@inframark.com
FINANCING	☐ YES ☐ NO		

We hereby submit specifications and estimates for

HOME OWNER RESPONSIBLE FOR OBTAINING HOA APPROVAL ☐ YES ☐ NO

WOOD-PVC-ALUMINUM- DURAFENCE

NO. OF FEET	6,134'
HEIGHT	5'
WOOD	
PICKETS	☐ Straight ☐ Scalloped
STYLE	Ranch Fence 4 Rail
STYLE CAP	
STYLE RAIL	
GATE	0
INSTALLATION OF CONCRETE POST	☐

CHAIN LINK

NO. OF FEET	
HEIGHT	
POST SPACED	
STYLE	
GUAGE	☐ 9 ☐ 11 ½
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

6,134'x5'	White
Vynil Ranch	Fence
4 Rail	
1 concrete per post	

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: $ 146,782 **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 _____ Installation Date: _____

Buyer _____ One year guarantee on labor

Date 02/06/2023

COPY

Section 7

Staff Reports

COPY

Subsection 7A

Field Manager

COPY

Subsection 7Ai

Field Report

COPY

Harmony CDD Meeting Field Report – May 2023

- **Pressure Washing:**

  1. All Playgrounds – Pending.
  2. Ashley Pool Sidewalks –Pending.
  3. Town square Sidewalks - Pending.
  4. Town Square Benches - Pending.
  5. Pocket Parks - Pending

- **Sidewalks Grinding:**
  1. Ashley Pool Sidewalks – Pending.
  2. Big Dog Park Sidewalks- Pending.
  3. Pocket Parks Sidewalks- Pending
  4. Buck lake Sidewalks - Pending

- **Tasks Completed:**

  1. Container and office removed May 8, 2023.
  2. Replace one Dog stations cans and bag dispenser.
  3. Amenities Cleaning: Swim Club, Ashley Pool, and Buck Lakeshore Pavilion Restrooms.
  4. Pocket Parks in Beargrass, Dahoon Holly, Gopher Apple Way, Buck Ln and Needlegrass Ln were cleaned up with the air leaf blower.
  5. Replaced 1 trash can.
  6. 16’ Patoon Boat deck painted, motor and new batteries installed.
  7. 16’ Patoon new Canopy was installed.
  8. Buck lake gate re-wire was completed. Gate is locking.
  9. Ordered two new benches.
  10. Ordered new Bleachers for basketball court.
  11. ESE students field trip on May 12, 2023, went great.
  12. Bass boat seat covers were installed.
  13. The landscape was done inside both pools areas.
  14. Installed three new umbrellas at Swing Club.
  15. Both Container have been cleaned out and organized
  16. The temporary office at Ashley is up and running.
  17. Both Pools Filters gets cleaned 2x a week.

COPY

Harmony CDD Meeting Field Report – May 2023

18. Both pools get vacuum 3x a week.
19. Ordered new rails and post to start fixing the US- 192 fence.
20. Repaired water line that was underneath the office trailer.

- **Notes:**

1. 40 ID Access cards worked in May.
2. Emails Received and handled was 195.
3. Calls Received and handled more than 250, including weekends.
4. Text messages received and handled 75, including weekends.

- **Procedures:**

1. Follow Up with Professional Fountain on the splashpad.
2. Follow Up with Sunshades, they have received the deposit. The job is in production. 8-10 weeks lead time.
3. Find vendors to inspect all boardwalks.
4. Received Estimates for the pool furniture and benches.
5. Fixing Fence in Big dog park. Parts have been ordered.
6. Getting more Seat covers for all boats.
7. Getting new Paddles for Kayaks.
8. Get the CDD truck oil changed.
9. Polaris is up and running just waiting on the new exhaust to be installed.
10. 20’ Patoon motor is currently getting repaired.
11. Replacing all damaged/old swings for all the Playgrounds.
12. Ordering new trash cans.
13. Waiting on Spies for the warranty on swing club surfaces repair.
14. Will be ordering new batteries for the 16’ and 20’ Suntracker.

COPY

Subsection 7Aii

Proposals

COPY

Subsection 7Aiia

Splash Pad

COPY

Harmony CDD - Splash Pad Cost Analysis

		To Date Work Completed			
Date	**Vendor**	**Work Description**		**Cost**	**Notes**
9/15/2022	Spies	5HP Motor Cleaning	$	8,992.00	Installed on 1/18/23
2/7/2023	Florida Aqua	Diagnostics	$	-	no charge for services
2/28/2023	PFS	Solenoids/Deep Clean	$	2,300.00	
4/24/2023	PFS		$	12,308.03	
Total			$	23,600.03	

		Cost To Fix As-Is System			
5/9/2023	PFS	Re-pipe, new motor, gaskets, vfd and vfd program	$	11,793.34	Waiting on Quarterly Maintenance Program Cost
Total			$	11,793.34	

		Cost To Fix without VFD Program			
5/9/2023	PFS	Re-pipe, motor, vfd, no solenoids, no program to vary nozzle flow	$	9,793.34	Waiting on Quarterly Maintenance Program Cost
Total			$	9,793.34	

COPY

Professional Fountain Services LLC
2227 Stratford Dr
Sarasota, FL 34232
(941) 320-8279
PFS@Professionalfountainservices.com

PROFESSIONAL FOUNTAIN SERVICES LLC
QUALITY PRODUCTS-QUALITY WORK

ADDRESS
Brett Perez
Harmony Community CDD
7360 Five Oaks Dr
Harmony, FL 34773

Estimate 1790

DATE 05/09/2023

ACTIVITY	QTY	RATE	AMOUNT
Motor installation SPLASH PAD SYSTEM: COMPLETE INSTALLATION OF ONE TECHTOP 5HP MOTOR ONLY INCLUDES SLEEVE, SEAL GASKET KIT LABOR INCLUDED	1	3,358.29	3,358.29
Fountain Service REPLACE PLUMBING FROM STRAINERS TO DISCHARGE INCLUDES 24 1" UNIONS FOUR 2" UNIONS INCLUDES ALL FITTING LABOR INCLUDED	1	4,300.00	4,300.00
Fountain Service REPLACE ONE DURAPULSE VFD 5HP WITH SINGAL PHASE IMPUT COMPLETE PROGRAMMING INCLUDED	1	4,135.05	4,135.05

All of the above will be serviced on one Splash Pad fountain.

If you have any questions please call or email us.

Thank you,

TOTAL	$11,793.34

Accepted By

Accepted Date

COPY

Professional Fountain Services LLC
2227 Stratford Dr
Sarasota, FL 34232
(941) 320-8279
PFS@Professionalfountainservices.com

PROFESSIONAL FOUNTAIN SERVICES LLC
QUALITY PRODUCTS-QUALITY WORK

ADDRESS
Brett Perez
Harmony Community CDD
7360 Five Oaks Dr
Harmony, FL 34773

Estimate 1792

DATE 05/15/2023

ACTIVITY	QTY	RATE	AMOUNT
Quarterly Maintenance for Architectural Fountain ARCHITECTURAL FOUNTAIN SYSTEM:SPLASH PAD CLEAN VAULT CLEAN STRAINERS CLEAN FILTRATION SYSTEM CHECK ALL ELECTRIAL, CHECK VFD, VOLTAGE PUMPS & MOTORS UNCLOG NOZZLES	4	1,200.00	4,800.00

This estimate is for the quarterly maintenance on one Splash Pad. All of the above will be serviced on the fountain system. The site will be visited once every three months. The site will be billed $1,200.00 per quarter. There are four visits annually.

The quarterly maintenance consists of one visit per quarter. Any additional services will be added to the invoice. Any additional visits to the site will be billed separately.

If you have any questions please call or email us.

Thank you,

TOTAL	$4,800.00

Accepted By

Accepted Date

COPY

Subsection 7B

District Engineer

COPY

Subsection 7Bi

Field Facility

No Review Material Available

Verbal Presentations At Meeting

COPY

Subsection 7Bii

Billy's Trail

High Resolution Graphics
Delivered Under Separate Cover

COPY

Subsection 7Biii

Alley Paving

No Review Material Available

Verbal Presentations At Meeting

COPY

Subsection 7C

District Counsel

COPY

Subsection 7Ci

Fence Contract

COPY

AGREEMENT BETWEEN STRAIGHTLINE FENCING LLC AND THE HARMONY COMMUNITY DEVELOPMENT DISTRICT REGARDING CHAINLINK FENCE INSTALLATION

THIS AGREEMENT made and entered into this 9th day of July, 2019, by and between Straightline Fencing LLC, an independent contractor ("Contractor"), whose address is 5385 Hansom Rd, St Cloud, FL 34771, and the Harmony Community Development District ("District"), care of the District Manager, Kristen Suit, whose address is 313 Campus Street, Celebration, Florida 34747 (hereinafter "Parties"), shall bind the Contractor to provide chainlink fence installation services set forth below to the satisfaction of the District.

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 chainlink fence installation 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.

SECTION III

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 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 contract.

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SECTION IV

Duties

1. The duties, obligations, and responsibilities of the Contractor are as follows:
   a. Chainlink fence installation in accordance with the Proposal included as Exhibit A, incorporated herein by reference.
   b. Following the installation services, Contractor will do a walk through with the District Manager or its designee and ensure that the duties were completed to the satisfaction of the District as set out below.
   c. Move 170 feet of black chainlink fence.
   d. Add 1,400 feet of black chainlink fence.
2. All decisions concerning compliance with the terms of this contract and operations under this contract are specifically delegated and assigned to the District Manager or her designee. The designee of the District Manager shall be Gerhard van der Snel who shall report progress and relay any questions to the District Manager.
3. Subject to the approval of the District Manager, the Contractor shall:
   a. Be responsible solely for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District Manager.
   b. Ensure that employees working on the Project 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 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.
   c. Enforce strict discipline and good order among its employees on the Project site. The Contractor shall ensure that its employees that communicate and interact with the Harmony community and any other customers/party associated with the Harmony project are knowledgeable of the Project and the Services that the Contractor is performing.

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d. Develop, implement, and maintain a safety program or its operations on the Project. The 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 maintain equipment safety features, and safety record keeping.

e. Be available for an inspection (walk-thru) with the District Manager or the Manager's representative during regular working hours after the chainlink fence installation services set forth above are completed by the Contractor. This inspection shall be scheduled with the District Manager, or their lawful representatives, with a resulting punch list of problems and corrective actions taken as soon as practicable after the walk-thru is completed.

f. Be responsible for immediately notifying the District through the District Manager of any/all issues, damage, and/or decline directly related to the Contractor's scope of work.

g. Report to the District Manager or its designee.

3. Additional duties may be specified by the District Manager or its designee.

4. Contractor agrees to commence the project no later than fourteen (14) days after initial 50% payment is received and to satisfactorily complete the project no later than twenty-five (25) days after the date of commencement of the project, not including any delays due to inclement weather.

SECTION V

Compensation

1. The District agrees to compensate the Contractor a total fee of $17,600.00. The District shall pay Contractor 50% prior to commencement and pay the remaining balance, minus any amount owed for liquidated damages described in Section VI below, upon satisfactory completion of the duties outlined in Section IV above.

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.

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SECTION VI

Liquidated Damages

In the event that the Contractor has not completed its installation duties on or before twenty-five (25) days following commencement of the project, the Parties agree that damages would not be quantifiable. Consequently, Contractor agrees to pay to the District a per diem rate of $100.00 in liquidated damages in the event the installation is not completed, excluding delays caused by inclement weather, within twenty-five (25) days following commencement of the project. The Parties agree that this amount is reasonable and will be subtracted from the total amount set forth in Section V above.

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 contract.

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 continue until the duties of the Contractor set forth above are performed to the satisfaction of the District.

SECTION IX

Insurance

The Contractor shall maintain throughout the term of this Agreement the

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following insurance:

(a) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(b) 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:

(i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation;

(ii) The District shall be named as additional insured.

(c) Employer's Liability Coverage with limits of at least $300,000 (three hundred thousand dollars) per accident or incident.

(d) Professional Liability Insurance with limits of $1,000,000 (one million dollars).

(e) Automobile Liability Insurance for bodily injuries in limits of not less than $1,000,000 (one million dollars) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

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.

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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. Any attempted assignment or delegation by Contractor shall be, void wholly, and ineffective totally, 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 contract can be discharged in whole or in party 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 the District Manager 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 contract or their duly authorized agents.

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SECTION XVI

Payment for Services Procedure

1. The Contractor shall deliver to the District Manager an Application for Payment in such form and with such detail as the District Manager requires.
   a. Contractor shall submit an Invoice for the first 50% payment to the District Manager prior to commencement.
   b. Upon Contractor's completion of the project, Contractor shall submit a final Invoice to the District Manager for the balance due. Final payment shall be made in accordance with the *Local Government Prompt Payment Act* following a satisfactory inspection and the Contractor's submission of releases of liens from subcontractors and/or materialmen, if any.

3. The District through its Manager reserves the right to require itemized documentation to verify the amount owed as prescribed in the Application for Payment. If documentation is required to verify the Contractor's Application for Payment, then payment by the District Manager on behalf of the District will take place on the 30th day of the calendar month in which both the Application for Payment and the itemized documentation are received by the District through its Manager.

4. Any change orders are discouraged and subject to the District Board approval and any District change order policy.

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.

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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

Final Payment

1. The Contractor's acceptance of the final payment under this Agreement, or the acceptance of the final payment upon early termination hereof, shall constitute a full and complete release of the District and District Manager from any and all claims of the Contractor.

2. The claims upon which the District is released includes, but may not be limited by, any demands and causes of action whatsoever which the contractor may have against the District in any way related to the subject matter of this Agreement.

3. Upon receipt of final payment from the District Manager, the Contractor shall, as a condition precedent to receipt of final payment, submit to the District a fully and properly executed general Release.

4. Neither the District's or District Manager's review, approval, acceptance of payment, nor lack of payment for any of the Services required under this Agreement shall be construed as a waiver of any rights, under this Agreement or act as a waiver to any cause of action arising out of the performance of this Agreement.

5. The Contractor shall be and remain liable to the District in accordance with law for all damages to the District caused by the Contractor's performance, or lack of performance, of any of the services furnished, or agreed upon, pursuant to this Agreement.

SECTION XX

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

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costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION XXI

Miscellaneous Provisions

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

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

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

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

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

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

Straightline Fencing, LLC.
ATTN: Joseph Hamilton
3153 Whisper Wind Drive
St Cloud, Florida 34771

[Remainder of page intentionally left blank]

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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.

STRAIGHTLINE FENCING, LLC.

By: Joseph Hamilton

Title: Owner

Date: 07/08/19

Witness: _____

HARMONY CDD

By: _____

Title: Chairman

Date: 7-9-19

Witness: _____

As authorized for execution by the Board of Supervisors of the Harmony Community Development District at its June 27, 2019 Regular Meeting.

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Exhibit A

Agenda Page #190

STRAIGHTLINE FENCE

Orlando, FL
321-624-8576
www.BestPriceFence.com

PROPOSAL / CONTRACT

DATE: 06/19/19

OWN PROPERTY? ☐YES ☐NO _____ OWNERS NAME

CUSTOMER NAME: Harmony CDD Field Services

ADDRESS: 7360 Five Oaks Drive Harmony

PHONE HOME: 407-301-2235 WORK: _____ MOBILE _____ FAX _____

PVC	WOOD	ALUMINUM	WELDED STEEL	CHAIN LINK
PVC Feet	Wood Feet	Aluminum Feet	Steel Feet	Chain Link Fee: 1400
Height 4'☐ 5'☐ 6'☐	Cypress☐ PT Pine☐ Pres. Plus☐	Height 4'☐ 5'☐ 6'☐	Height 4'☐ 5'☐ 6'☐	Height 4'☐ 5'☐ 6'☑
T&G Privacy ☐	BOB☐ STKD☐ VSB☐	Style #203☐ #300☐ #303☐	Style Classic☐ Majestic☐	Other Height
Privacy With Lattice ☐	Domed☐ Scalloped☐	Other Style	Montage☐ Montage Plus☐	Residential☑ Commercial☐
Other Style	Other Style	Residential ☐ Commercial ☐	Black ☐ Bronze ☐	Galvanized☐
Gate ___ Size	Height 6'☐ 8'☑	Black ☐ White ☐	Gate ___ Size	Black Vinyl ☑ Green Vinyl ☐
Gate ___ Size	Picket 1/2"x 4" ☑ 1" x 4"☐	Gate ___ Size	Gate ___ Size	Gate ___ Size
Gate ___ Size	Runner 2"x4"☐	Gate ___ Size	Gate ___ Size	Gate ___ Size
Flat Cap ☐ Bal Capl ☐	Gate ___ Size	Gate ___ Size		Gate ___ Size
Gothic ☐ New Eng. ☐	Gate ___ Size			
Coachman ☐ Tear Drop ☐	Gate ___ Size			
	Gothic Top☐ Traditional Top☐ Other☐			

Good Side In ☑ Out ☑

Fence to Follow Contour of Ground ☑

Fence to be Level ☐

Remove existing Fence 170 Ft. No ☐

Fence Line to be Cleared by Straightline Fence ☐

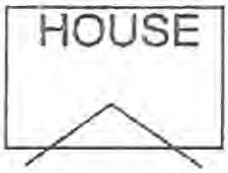
Fence Line to be Cleared by Owner ☐

Corner Lot Yes ☐ No ☐

Permit Needed Yes ☐ No ☐

Jurisdiction _____

- Move 170 Ft Black Chainlink Fence
- Add 1,400 Ft 6 Ft Black Chainlink Fence



Special Instructions: _____

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property pins cannot be located, it is recommended that the customer have the property surveyed.
Straightline Fence will assume the responsibility for locating underground cables and utilities, however, Straightline Fence is not responsible for any sprinklers or other unmarked buried lines or objects.
Payment is due at the time of completion of work, and a finance charge of 1 ½% per month shall be applied to all accounts not paid in full within 10 days of completion. All material will remain the property of Straightline Fence until payment is received in full. Right of access and removal is granted to Straightline Fence in the event of nonpayment per the terms of this contract. The customer agrees to pay all interest and any cost incurred in the collection [illegible] attorney fees.
If the buyer refuses to allow the seller to begin work or complete work already begun, or to accept materials contracted for, Buyer agrees to pay Seller liquidated damages of a sum equal to 33 1/3 % of entire contract price, plus cost of materials and labor already furnished or in progress. "Warranty may be voided if sign is removed".
Customer assumes full responsibility for obtaining homeowners association approval for the type and location of fence.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS. THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

NOTICE TO PURCHASERS OF WOOD FENCES:

Wood fence materials are rough mill cut pieces. Wood fence has a tendency to shrink and warp in hot, humid weather and small gaps will appear between boards. Cracks in the wood are a common and accepted occurrence. Straightline Fence will only guarantee the workmanship on wood fences for one year.

I HAVE READ AND UNDERSTAND THE ABOVE CLAUSE: X _____

APPROVED AND ACCEPTED FOR CUSTOMER

CONTRACT AMOUNT: $ 17,600

X _____ CUSTOMER _____ DATE

DOWN PAYMENT $ 8,900

BALANCE DUE UPON COMPLETION $ 8,700

_____ CUSTOMER _____ DATE

ACCEPTED FOR STRAIGHTLINE FENCE

_____ SALESPERSON _____ DATE

QUOTE VALID FOR _____ DAYS

	Date Called:
TV Co.	
Power Co.	
Telephone Co.	
Gas Co.	

BEST QUALITY & PRICE GUARANTEED

COPY

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

216 South Monroe Street
Tallahassee, Florida 32301

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

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

September 20, 2021

Via E-Mail
joe611904@yahoo.com

Straightline Fencing, LLC
Attn: Joseph Hamilton
3153 Whisper Wind Drive
St. Cloud, Florida 34771

RE: Termination of Contract Between Straightline Fence, LLC and Harmony CDD

Dear Mr. Hamilton:

My firm represents the Harmony Community Development District. This letter concerns on agreement between Straightline Fencing, LLC and the Harmony Community Development District entered into on July 9, 2019 regarding chain-link fence installation services.

As you are aware, my client made a down payment in the amount of $8,800.00. Unfortunately, due to certain events beyond my client's control, pursuant to Section XIV of the contract, my client is exercising its right to terminate the agreement. Accordingly, please return the $8,800.00 down payment to my client as soon as possible.

Of course, should you have questions, comments, or concerns please let us know. Thank you.

Sincerely,

Timothy R. Qualls, Esquire
General Counsel to Harmony CDD

cc: Angel Montagna, District Manager

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Subsection 7D

District Manager

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Subsection 7Di

District Website

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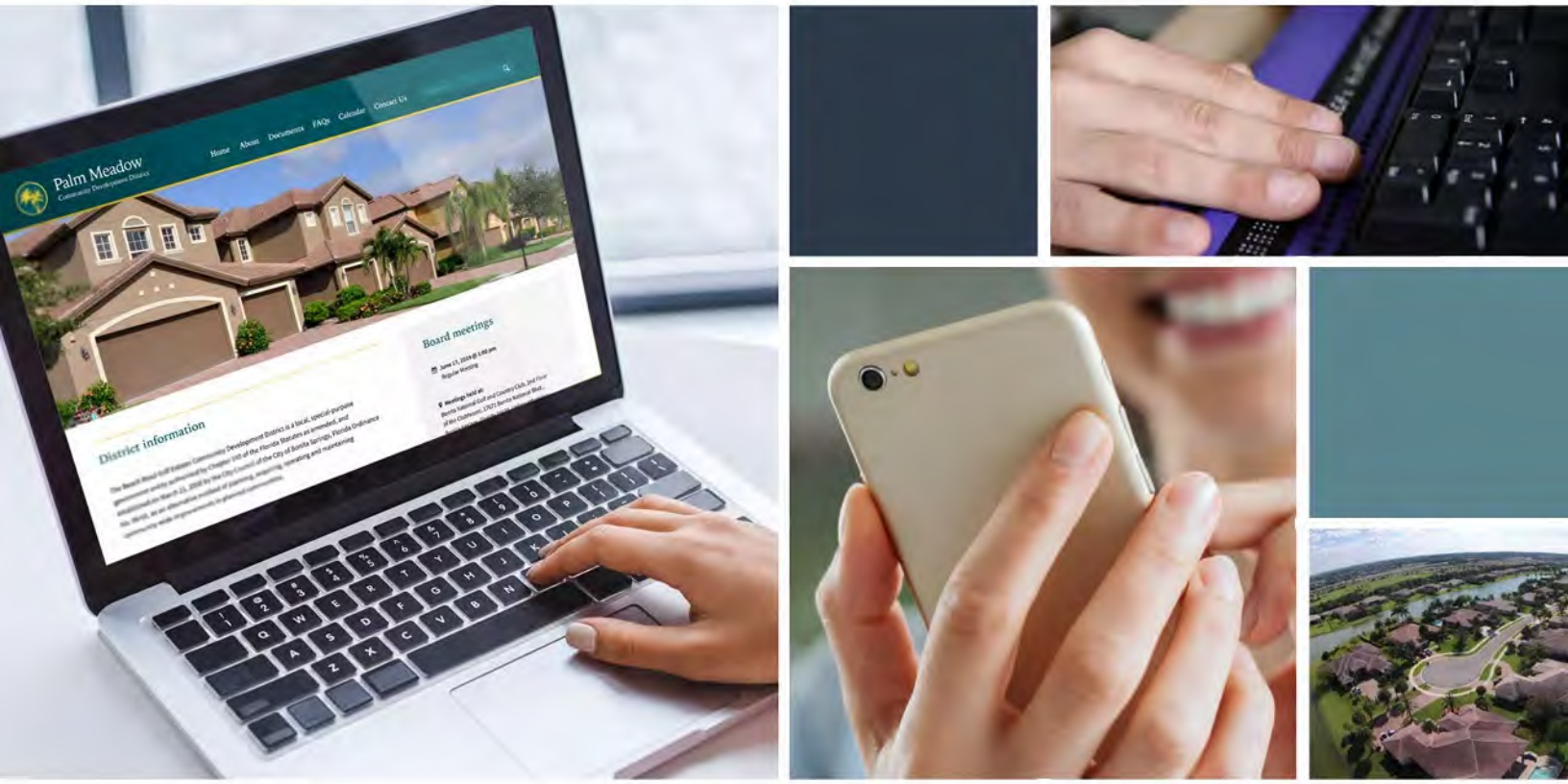

Keeping your community informed.

And you compliant.

Harmony Community Development District

Proposal date: 02 / 22 / 2023
Proposal ID: RXKMN-TEBHU-TZRNJ-TC5OH

Pricing.....2
Services.....3-5
FAQs.....6
Statement of work.....7-8
Terms and conditions.....9-12

Ted Saul
Director - Digital Communication
Certified Specialist

campus suite

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Pricing

Effective date: 03 / 01 / 2023

Implementation	Quantity	Subtotal
On-boarding of ADA Compliant Website and Remediation of Historical Documents • Migration website pages and present on a staged website for approval • Initial PDF Accessibility Compliance Service for 1500 pages of remediation	1	$1,512.30

Annual ongoing services	Quantity	Subtotal
Website services • Hosting, support and training for users • Website management tools to make updates • Secure certification (https) • Monthly accessibility site reporting, monitoring and error corrections	1	$615.00
Ongoing PDF Accessibility Compliance Service • Remediation of all PDFs stored on your website\ • Dashboard for reporting and managing all PDFs • 48-hour turnaround for fixes for board agendas • PDF manager dashboard	Unlimited	$937.50
Social Media Manager		Included
	Total:	**$3,064.80**

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Frequently asked questions

For PDF service, what is the price per page?
Pricing can range based on the volume of PDFs you have on your website and if it is part of the initial remediation or the on-demand service. The price range is between $1.05 per page to $1.75 per page.

What does the PDF scan and remediation process look like?
You'll upload your documents to the dashboard. We are notified and begin setting up the scan. After the fixes are made, we put the documents back onto the dashboard and you are notified. You then put them back to the appropriate location on your website.

What does the ADA managed service process for our website look like?
Our team performs monthly scans of your site utilizing software. Our team then goes through the results and fixes the content-related errors by hand. A report is produced for your records and uploaded to your ADA dashboard. Any outlying issues we may encounter, you will be notified until the issue is resolved.

How long does it take?
For non-urgent doc remediation, we can scan and fix up to 2000 pages per week. We also have urgent services available for an additional fee with a turnaround time of 48 hours.

What standards do you follow for ADA?
We follow WCAG AA 2.1 guidelines

Are there any hidden fees?
No.

How long does it take to build the website?
It depends upon your responsiveness, but generally only a couple of weeks.

Can we change the design of our website?
Our themes are customizable to address your preferences. There are some guardrails in place to help ensure ADA compliance to a degree, but you can select colors, images, etc…

Do your sites offer a calendar?
Yes. This site can be utilized in many different ways. One of which is a calendar to help with your clubhouse availability/rental schedule.

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Statement of work

1. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
    1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time ("WCAG");
    2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
    3. Display an ADA compliance shield, seal, or certification;
    4. Provide options to create a CDD-branded design (colors, logo, etc…)
    5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be "mobile friendly" and offer a "mobile version" of the sites content for access from tablets or smart phones.
    6. Be free of any commercial advertising;
    7. Be free of any known spyware, virus, or malware;
    8. Secure certification (https)
    9. Secure cloud hosting with fail-overs
    10. Allow for data backups, and record retention as required by law;
    11. Allow for the display a calendar, reservation request form, and newsletter;
    12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
    13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.*
2. **Domain Fee.** The Contractor shall pay the annual fee for the domain name of the District's website.
3. **Maintenance and Management of the Website.**
    1. Contractor will manage and maintain the website;
    2. Remediate in an ADA compliant format new documents uploaded by the District Manager to the document portal;*
        1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
    3. District shall be responsible for uploading the documents onto the document portal for the website. Upon completion of the remediation services, Contractor shall ensure that the remediated documents are live on the website. Contractor shall ensure that the District only has the ability to upload documents to the document portal (not the ability to make documents go live on the website) or remove documents on the website and cannot alter any other aspect of the website;

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4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and
5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

4. **Monthly Auditing and Remediation Services.**
    1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
    2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
    3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.
5. **Support Services.**Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

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Website Creation and Management Agreement

This Website Creation and Management Agreement (this "Agreement") is entered into as of 03 / 01 / 2023, between the Harmony Community Development District, whose mailing address is 3434 Caldwell, Tampa, FL 33614 (the "District") and Innersync Studio, LLC., an Ohio limited liability company (d/b/a Campus Suite), whose mailing address is 752 Dunwoodie Dr., Cincinnati, Ohio 45230 (the "Contractor").

Background Information:

The District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes. The District is required to have a website and desires to have a website created, regularly updated, managed, inspected, and remediated to ensure compliance with the Americans with Disabilities Act (the "ADA"). The Contractor has the technical expertise to provide the above-mentioned services. The District desires to retain the Contractor to provide services as described in this Agreement.

Operative Provisions:

1. Incorporation of Background Information. The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.

2. Scope of Services. The Contractor will perform all work, including all labor, equipment, and supervision necessary to perform the services described in the "Statement of Work" attached hereto.

3. Term and Renewal. The initial term of this Agreement will be for one year from the date of this Agreement. At the end of the initial term, this Agreement will automatically renew for subsequent one-year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provisions below.

4. Termination.

a. Either party may terminate this Agreement without cause, with an effective termination date of the next scheduled renewal date, by providing at least thirty (30) days written (letter, facsimile, email) notice to the other party prior to the next renewal date.

b. Either party may terminate this Agreement with cause for material breach provided, however, that the terminating party has given the other party at least thirty (30) days written (letter, facsimile, email) of, and the opportunity to cure the breach.

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c. Upon termination of this Agreement:

i. The Contractor will be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. If any deposit or advanced payments exceeds these costs, Contractor will refund the appropriate amount to the District.
ii. The Contractor will provide the District or its designee with all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the server, at a cost not to exceed $50 to the District.
iii. The Contractor will be permitted to remove its name and ADA compliance shield, seal, or certificate from the website on the effective date of the termination.
iv. If the Contractor was using certain software (including content management software) that is proprietary and was licensed to the District during the term of the Agreement, then the Contractor shall coordinate with the District as to the end of the license or simply create a simple splash page of the District with information on the transition to a new website.

5. Compensation and Prompt Payment.

a. Upon execution of this Agreement, the District agrees to pay Contractor for a one-time payment of $1,512.30 for the On-boarding of ADA Compliant Website and Remediation of Historical Documents.

b. Starting on March 1, 2023 the District agrees to compensate the Contractor $1,552.50 for Domain Fee, Maintenance and Management of the Website, Monthly Auditing and Remediation Services, and Support Services as described in the Statement of Work. The District shall make such payments in advance of the services to be provided. Contractor will provide the District with an invoice on a annual basis for work to be performed. The District will pay Contractor within 15 days of receipt of the invoice.

6. Additional Work. If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties will agree in writing to an addendum (for changes to the regular services) or work authorization order (for all other services). The Contractor will be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

7. Ownership of Website, Domain Name, and Content. The District will be the owner of the website, domain name, and all content (including remediated content provided by the Contractor) on the website.

8. No Infringement of Intellectual Property. Contractor warrants and represents that neither the Statement of Work nor any product or services provided by Contractor will infringe, misappropriate, or otherwise

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violate the intellectual property rights of any third-party. Contractor shall take all steps to ensure that the District has no access to confidential software or data that is proprietary (whether it's the Contractor's or another provider's through a license agreement).

9. Promotion. The District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

10. Warranty. The Contractor warrants that the work: (a) will conform to the requirements of the Statement of Work, (b) will be performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and WCAG regulations, and (c) will be performed without defects in workmanship or in code. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

11. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and will perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement will be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor will not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

12. Compliance with Governmental Regulations. The Contractor will comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and will hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder. Contractor is solely responsible for complying with all applicable laws pertaining to website accessibility, including but not limited to the ADA and those certain WCAG standards, and other web accessibility guidelines as amended from time to time.

13. Insurance. Contractor will, at its own expense, maintain commercial general liability insurance coverage of no less than $1,000,000 for the duration of the term of this Agreement and for any renewals of the term, as mutually agreed upon by the parties, which names the District, its officers, agents, staff, and employees as an additional insured. The Contractor will deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement. Such insurance policy may not be canceled without a thirty-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.

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14. Limitation of Liability. Either party's total liability under this Agreement, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim. Contractor shall not be liable for ADA compliance of any content posted by the District without first being remediated by the Contractor.

15. Indemnification. Contractor agrees to, subject to the limitation of liability described above, indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries or damage 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. Contractor further agrees that nothing herein will constitute or be construed as a waiver of the Districts limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing. Obligations under this section will include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

16. Conditions Precedent Prior to Any Litigation. In the event that either party is dissatisfied with the other party and as a condition precedent prior to commencing any litigation, such party shall communicate in writing to the other party with their specific concerns. The parties shall make a good faith effort toward the resolution of any such issues. If the parties are not able to reach a mutually acceptable solution, then either party may request arbitration at their own expense. If such arbitration is requested, it shall be held within sixty (60) days of such request.

17. Remedies in the Event of Default. Subject to the limitation of liability described above, a default by either party under this Agreement will entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. Nothing contained in this Agreement will limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

18. Controlling Law. This Agreement is governed under the laws of the State of Florida with venue in the county the District is located in.

19. Enforcement of Agreement. Only after satisfying the conditions precedent prior to any litigation above, in the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party will be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party, with a not to exceed limit of the total amount

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of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim.

20. Public Records. Contractor acknowledges the District is a special purpose unit of local government in the State of Florida, and that all documents of any kind provided to or in possession of Contractor in connection with this Agreement are subject to Florida's public records laws, pursuant to Chapter 119, Florida Statutes. As required under Section 119.0701, Florida Statutes, Contractor will (a) keep and maintain public records that would ordinarily and necessarily be required by the District in order to perform the Service Provided, b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost of reproduction permitted by law, (c) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Contractor upon termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District. Upon receipt by Contractor of any request for copies of public records, Contractor will immediately notify the District of such request. Failure of Contractor to comply with public records laws to the extent required by statute may result in immediate termination of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT _____, OR BY EMAIL AT _____, OR BY REGULAR MAIL AT _____.

21. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor will immediately notify the District whereupon this Agreement may be terminated by the District.

22. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

23. Assignment. This Agreement is not transferrable or assignable by either party without the written approval of both parties.

24. Amendment. This Agreement may not be altered, changed or amended, except by an instrument in

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writing, signed by both parties hereto.

25. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

26. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be an original; however, all such counterparts together will constitute, but one and the same instrument.

27. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement supersedes and subsumes any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement controls over provisions in any exhibit.

Innersync Studio, LLC. _____ Ted Saul Date Director of Sales	Harmony Community Development District _____ Print name Date _____

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Hi Angel,

Any updates I need to make to the new proposal or do you just need me to resend it? The unlimited pages are noted on the pricing page as well as in the terms.

Answers:

- The one-time onboarding fee covers the build-out of the new site, migrating the content, and ensuring that all items have been scanned for ADA compliance. The ongoing subscriptions cover all remediation services of PDFs and the website itself, hosting fees with Amazon Web Services, and support/training.
- The one-time implementation fee is included in the pricing for the first year.
- The social media manager is a tool on the platform that would allow the district to share directly out to their social media accounts. Most, if not all, districts choose not to use this due to the Sunshine laws and keeping records of all communications.

I'll standby for any changes that need to be applied to a new proposal.

Thanks,
Ted

On Tue, Apr 18, 2023 at 3:58 PM Montagna, Angel <Angel.Montagna@inframark.com> wrote:

Hi Ted –

Can you send me a new proposal and also answer the following questions. Also stating no page count now.

Website mgmt-onboarding v annual fee

is 1st yr annual fee a part of onboarding cost?

what is Social Media Manager (DM)

PLEASE DO NOT REPLY ALL IN ORDER TO AVOID A POSSIBLE SUNSHINE VIOLATION

Angel Montagna, LCAM | Central Regional Manager

313 Campus Street | Celebration, FL 34747

2654 Cypress Ridge Blvd. Suite 101 | Wesley Chapel, FL 33544

2005 Pan Am Circle Suite 300 | Tampa, FL 33607

(M) (813) 576-9748 | www.inframarkims.com

Please note: *Florida has a very broad public records law. Most written communications to or from districts regarding business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure. Please do not reply "to all".*

Go Green: Please do not print this e-mail unless you really need to!

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Subsection 7Dii

District Voters

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MARY JANE ARRINGTON
OSCEOLA COUNTY SUPERVISOR OF ELECTIONS

April 25, 2023

Ms. Christine Gargaro
Recording Secretary
Inframark Infrastructure Management Services
210 N. University Drive
Suite 702
Coral Springs, FL 33071

RE: Harmony Community Development District – Registered Voters

Dear Ms. Gargaro:

Thank you for your letter requesting confirmation of the number of registered voters within the Harmony Community Development District as of April 15, 2023.

The number of registered voters within the Harmony CDD is 2,366 as of April 15, 2023.

If I can be of further assistance, please contact me at 407.742.6000.

Respectfully yours,

Mary Jane Arrington
Supervisor of Elections

Vote Osceola

2509 East Irlo Bronson Memorial Highway • Kissimmee, FL 34744
407.742.6000 • Fax: 407.742.6001 • www.voteosceola.com

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Subsection 7Diii

District Reserves

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FLORIDA RESERVE STUDY AND APPRAISAL

March 27, 2023

Harmony CDD
c/o Inframark Management Services

RE: Reserve Study Update without Site Inspection
Harmony CDD
7255 Five Oaks Drive
Saint Cloud, FL

Dear Board of Supervisors:

We are very appreciative for the opportunity to perform a reserve study update without site inspection for Harmony CDD. We are a team of knowledgeable reserve analysts with extensive experience and take pride in performing reserve studies. The reserve study will project costs and funding for a 30 year time frame for all common areas and improvements.

Harmony CDD's origins date back to 2000. The community started construction shortly thereafter and the construction has been gradual up to current times. The planned community is comprised of single family homes, multifamily homes, as well as commercial space. The community consists of 1,020 acres and is located in Saint Cloud, Osceola County, Florida. The District features two pool areas and cabanas, several parks, and green space. The following reserve items will be included in the report:

- **Parking Areas**
- **Pavilions**
- **Playground**
- **Basketball Court**
- **Trails**
- **Pedestrian Bridges**
- **Docks**
- **Fencing**
- **Entry Monuments**
- **Ponds**
- **Stormwater Drainage**
- **Pool Areas (2)**
- **Pool Cabanas (2)**
- **Alleys**
- **Any Other Items Specified by You**

The reserve study will include a reserve item component list, remaining life, useful life, current cost, future cost of all reserve items. The financial analysis portion of the study will include allowances for your interest income, taxes and projected changes in building costs. The pooled method and component method (if applicable) will be used and presented to derive the funding schedules.

PHONE : 813.932.1588
FAX : 813.388.4189
WEB : www.reservestudyfl.com
ADDRESS : 12407 N Florida Ave, Tampa, FL 33612

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FLORIDA RESERVE STUDY AND APPRAISAL

Scope of Service

Our scope of service for a reserve study update without site inspection that includes all expenses consists of:

- Our user-friendly reserve study report that includes narrative, pooled method cash flow plan, component method plan (if applicable), reserve item component cost, remaining life, and useful life inventory. The report projects costs and funding for 30 years using localized costs.

- Percent Funded Analysis. This compares what you have in reserve funds to what the ideal amount should be, something many reserve studies do not include.

- Electronic copies of the report. Electronic copies can also be requested any time in the future by email. A hard copy is available free of charge upon request.

- One revised or amended report for up to 90 days from the first submission of the report. We welcome all feedback. (It is not uncommon for there to be refinements of the report to meet your specific requirements).

- Accessibility. Call, write, or email us any time and you will receive prompt follow-up. We aim to exceed expectations and consider customer service our top priority.

- 30 year cash flow plan in the report.

- Review of plats, drawings, and site aerials.

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FLORIDA RESERVE STUDY AND APPRAISAL

Qualifications

Paul Gallizzi and Steven Swartz are professionals in the business of preparing reserve studies and insurance appraisals for community associations. We both inspect all properties and have provided detailed analysis of over 300,000 single family, apartment, villa, townhome, and condominium units. Our high repeat customer rate indicates high customer satisfaction. We have prepared reserve studies and insurance appraisals for all types of community associations including high rise condominiums, mid-rise condominiums, garden-style condominiums, office condominiums, medical condominiums, townhouse developments, single family residential homeowners associations, community development districts, and special use facilities.

We both hold engineering degrees from fully accredited universities. Paul is a State Certified General Real Estate Appraiser License Number RZ 110 and a State Certified General Contractor License Number CGC 019465 with over 30 years of experience in each. Steven is one of approximately only 200 people nationwide that have earned the designation of Reserve Specialist (RS) from the Community Associations Institute and is a State Certified General Real Estate Appraiser License Number RZ 3479. He has also been a speaker at CAI functions discussing reserves and budgeting. To learn more, please visit us on the web at www.reservestudyfl.com and visit our articles section for more than 50 articles about reserves, funding, and budgeting.

A partial list of our clients include:

- Greenacre Properties
- Standard Pacific Homes
- Leland Management
- M/I Homes
- Associa Gulf Coast
- Sentry Management
- Starwood Land Ventures
- Management & Associates
- Resource Property Management
- Condominium Associates
- Insurance Office of America
- Argus Property Management
- Creative Management
- Many Other Individually Managed Associations
- The Mahaffey Apartment Company
- Rizzetta & Company
- First Service Residential
- Brown & Brown Insurance
- Taylor Morrison Homes
- Vanguard Management Group
- Lennar Homes
- McNeil Management Services
- Development Planning and Financing Group
- Qualified Property Management
- Avid Property Management
- Southshore Property Management
- Terra Management Services

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FLORIDA RESERVE STUDY AND APPRAISAL

Experience

Here is a short list of communities we have conducted reserve studies for, showing experience with various construction types, building systems, and community amenities:

Fishhawk CDD I, CDD II, CDD III, & CDD IV, Lithia, Florida
Fishhawk Ranch is a large planned community consisting of approximately 3000 acres in Lithia, Florida. It is comprised of numerous single family home subdivisions as well as a few townhome subdivisions. There are many community amenities including swimming pools, clubhouses, tennis courts, playgrounds, fitness centers, a banquet center, running trails, parks, and various others. The District also maintains the ponds, stormwater drainage, and the entry areas. There are a total of 6,286 members.

Heritage Harbour South CDD, Bradenton, Florida
Heritage Harbour South CDD is comprised of single family residential and multifamily residences. The community started construction in 2002 and construction finished in 2006. Overall, there are 1,523 units. The CDD maintains the baseball field and recreation area. The District also maintains the streets, ponds, stormwater drainage, and the entry areas. The CDD encompasses a total site size of 980.79 acres in Bradenton, Florida.

Venetian CDD, Venice, FL
Venetian CDD commenced operations in September 2002. The Venetian Golf and River Club has 1,377 lots planned primarily for single family residential development as well as a small amount of multi-family development. The River Club recreation area was built in 2004 and includes a clubhouse, kitchen and banquet facilities, fitness center, pool area, tennis courts, as well as other amenities. The District also maintains the streets, ponds, stormwater drainage, and the entry areas. The CDD encompasses a total site size of 964 acres.

Riverwood CDD, Port Charlotte, FL
Riverwood CDD started development in the mid 1990s and most of the construction was complete over the next decade. The District maintains an amenity campus with a clubhouse/athletic center, pool area, tennis, and shuffleboard courts. The district also owns an off-site Beach Club on Manasota Key in Englewood. The Beach Club was built in 2003 and acquired in 2014. Additionally, the District also maintains the streets, potable water system, re-claimed water system, sewer system (and plant), and stormwater drainage.

Two Creeks CDD, Middleburg, FL
Two Creeks has 624 platted lots planned for single family residential development and encompasses 625 acres. The community was platted in June 2007. Within the district, there is a recreation comprised of a clubhouse, pool area, 2 tennis courts, a basketball court, playgrounds, and a volleyball court. The community also maintains the ponds, stormwater drainage, and the entry areas.

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FLORIDA RESERVE STUDY AND APPRAISAL

Services

The fee schedule for the current assignment is as follows, please sign below to confirm your acceptance:

Reserve Study Update without Site Inspection (Level-3) $2,400

We will provide you with electronic copies of the report. Payment will be due at the first submission of the report. The report will be completed within ten weeks of our firm receiving this engagement letter signed and faxed or emailed to our office.

Thank you again for the opportunity to present our proposal to you.

Sincerely,

Paul Gallizzi
Florida General Contractor #CGC-019465
State-Certified General Appraiser RZ110

Steven Swartz, RS
Reserve Specialist Designation No. 214
State-Certified General Appraiser RZ3479

_____ _____
Accepted by Signature: Date

Accepted by Printed Name:

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FAX : 813.388.4189
WEB : www.reservestudyfl.com
ADDRESS : 12407 N Florida Ave, Tampa, FL 33612

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Subsection 7Div

Code Enforcement

No Review Material Available

Verbal Presentations At Meeting

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Section 8

Old Business

COPY

Subsection 8A

Land Donation

No Review Material Available

Verbal Presentations At Meeting

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Section 9

Requests

No Review Material Available

Verbal Presentations At Meeting