

Regular Meeting

Harmony Community Development District

Steve Berube, Chairman
Ray Walls, Vice Chairman
William Bokunic, Assistant Secretary
Kerul Kassel, Assistant Secretary
David Farnsworth, Assistant Secretary

Bob Koncar, District Manager
Timothy Qualls, District Counsel
Steve Boyd, District Engineer
Gerhard van der Snel, Field Manager

June 18, 2018

Board of Supervisors
Harmony Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Harmony Community Development District will be held **Thursday, June 28, 2018 at 6:00 p.m.** at the Harmony Golf Preserve Clubhouse located at 7251 Five Oaks Drive, Harmony, Florida. Following is the advance agenda for the meeting:

- 1. Roll Call**
- 2. Audience Comments**
- 3. Approval of: May 31, 2018 Meeting Minutes**
- 4. Subcontractors' Reports**
 - A. Servello**
 - i. Grounds Maintenance Status (*Work Chart*)
 - ii. Authorization Form for 2018 Hurricane Season
 - iii. Proposal for Removal of Pine Trees on Clay Brick
 - iv. Revised Sod Proposal
- 5. Developer's Report**
 - A. Discussion of Land Swap (*Tract VC-1*)**
- 6. Staff Reports**
 - A. District Engineer**
 - i. Bids for Resurfacing Access Road to Parking & Garden Facilities
 - ii. Letter to Developer Regarding No Road Access Allowed (*Pipeline Easement*)
 - B. District Counsel**
 - i. Parking & Garden Facilities
 - ii. Davey Tree Complaint Litigation Status
 - a. Motion-to-Dismiss On Venue
 - iii. Consideration of Proposed Order for PoolWorks
 - iv. Sport Surfaces, LLC Basketball Court Resurfacing Contract
 - C. Field Manager**
 - i. Facilities Maintenance (*Parks, Pools, Docks, Boats, etc.*)
 - ii. Facility Use Records (*Inclusive - Boats & Other*)
 - iii. Resident Submittals (*Facebook & Direct*)
 - iv. Pond Maintenance (*Chart & Map*)
 - v. Parking & Garden Facilities Road Resurfacing
 - vi. Consideration of Waste Connections Contract - **\$225 per month**

7. District Manager's Report

A. Financial Statements for May 31, 2018

B. Approval of: #218 Invoices, Check Register, and Debit Purchases

C. Discussion of District Manager Special Topics

- i. Fiscal Year 2019 Budget Review Discussions Recap
- ii. FEMA Storm Damage Recovery Effort Status Update
- iii. Proposals for Feasibility Study of Office/Amenities Center
 - a. NAI Realvest - Professional Fee: **\$14,250 (Inclusive)**
 - b. Canin Associates - Professional Fee: **\$ 9,600 (plus Mtgs)**
- iv. Fountains - Cost Analysis
- v. Home Depot Account Fraud
- vi. Discussion of Statewide Mutual Aid
 - a. Consideration of Resolution 2018-5 - Approving Adoption and Execution of Statewide Mutual Aid Agreement
- vii. Meeting Action Items/Follow-up

D. Facilities Usage Applications (None Rcvd)

8. Topical Subject Discussions

A. Consideration and Reconciliation of OUC Lighting Invoices

B. Discussion of Conditions for Removal of Nuisance Alligators

C. Discussion of Access Cards for Sales Agents

9. Supervisors' Requests

10. Adjournment

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

Sincerely,

Bob Koncar

Bob Koncar

District Manager

Third Order of Business

MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, May 31, 2018, at 6:00 p.m. at the Harmony Golf Preserve Clubhouse, located at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Steve Berube
Ray Walls
Kerul Kassel
William Bokunic
David Farnsworth

Chairman
Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Bob Koncar
Tim Qualls
Steve Boyd
Gerhard van der Snel
Kristen Suit
Chris Tarase
Alan Baldwin
James Servello
Jason Miguez
Bobby Knowles
Brad Vincent
Residents and Members of the Public

District Manager: Inframark
Attorney: Young & Qualls, P.A.
Engineer: Boyd Civil Engineering
District Staff: Field Manager
District Manager: Inframark
Vice President: Inframark
Accounting Manager: Inframark
Servello Landscaping
Servello Landscaping
Servello Landscaping
District Staff: Field Services

FIRST ORDER OF BUSINESS

Roll Call

Supv Berube called the meeting to order at 6:00 p.m.

Supv Berube called the roll and stated the record will reflect we have a full Board.

Supv Berube introduced staff.

SECOND ORDER OF BUSINESS

Audience Comments

Mr. Walter Woolbick, 3356 Cat Brier Trail, stated: I am new to the area and love it here. About a month ago we had some trees that were being trimmed. I want to know what the Board's goal was for having the trees trimmed.

Supv Berube stated: We have Servello here tonight.

Mr. Miguez stated: For the most part it was for clearance and then to thin the canopies out a little.

Mr. Woolbick asked: For hurricanes?

Mr. Miguez responded: They are not hurricane cut.

Mr. Woolbick stated: The reason I ask is because in front of my house I have a lot of dead limbs hanging over onto my porch. I tried to talk to the guy cutting and he did not give me the time of day. My house lost two trees from the last storm; the crew cleaned them up right away, but it took them a while to plant. I know the Oaks in a good wind will tip over.

Mr. Migues stated: They are not done and something we are going to talk a little bit about tonight. Mr. van der Snel and Mr. Feliciano will be riding around to inspect the property for additional trimming once they are finished.

Supv Berube stated: Part of the process was to move trees back from intrusion on houses, to make sure they were away from all streetlights, and we asked that all trees be moved back from all signs including stop signs. What you are saying has been noticed and we are just not finished yet.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the April 26, 2018 Meeting

Mr. Qualls stated: I request that the Legal Report be moved to the end on the complaint that was filed.

Supv Berube stated: Section 6.B.ii will be moved to the end.

On MOTION by *Supv Kassel* seconded by *Supv Bokunic*, with all in favor, the April 26, 2018 meeting minutes were approved, as amended.

FOURTH ORDER OF BUSINESS

Subcontractors Reports

A. Servello

i. Grounds Maintenance Status

Supv Berube stated: We have Jason Migues - Account Manager; Bob Knowles – Horticultural; and James Servello - CEO.

Mr. Migues stated: I will briefly go over the maintenance done since the last meeting. April 16 - 20 we cut all the common grounds including the retention pond, applied ant bait and Round-up, and detailed both entrances. April 23 - 27 we cut the St. Augustine, applied ant bait and Round-up, weeded the annual beds, and detailed the Splash Park and both entrances. Also, a fertilizer treatment was done on the Magnolia trees on East Five Oaks. April 30 - May 4 we cut all St. Augustine, applied Round-up and ant bait, detailed both entrances, roundabouts, and hand weeded all annual beds. In addition mulching was started. May 7 - 11, we cut all St. Augustine, applied Round-up and ant bait, detailed both entrances, deadheaded the annuals, and also detailed Town Square and the Swim Club. The annuals are starting to look bad and will be changed this week. Prior to changing I will send Mr. van der Snel photos for his approval before I put in the order to have them changed out so everyone is clear on what is getting put in.

Supv Berube asked: Photos of what?

Mr. Migues responded: The new plant material and some stuff that is deer tolerant. The community likes colorful annual beds rather than just one color. This week the black mulch is coming for the pools at Ashley Park and the Swim Club.

Supv Berube asked: What is the status of the overall ongoing mulching project?

Mr. Migues responded: The pine bark is done. We will start with the black mulch at the pools and then we will go to the pine straw in the berm and several areas. It is in progress.

Supv Berube stated: We have always been told we should put pine needles under the Pine trees.

Mr. Knowles stated: With Pine trees they are going to drop needles which will build up and cover bark.

Supv Berube stated: It is the way we have always done it, but it does not mean it is the right way. For the annuals, last year your predecessor did a couple of the roundabouts with larger, more durable plants. There were fewer of them, but they were larger and lasted longer. We have discussed this in general terms, and I do not think anybody on the Board would be against doing that again. Do we have to stick with tiny plants or is everybody good with swapping out big numbers of smaller plants for a smaller number of larger plants?

Mr. Miguez asked: Annuals or perennials?

Supv Berube responded: Annuals. What did they put in?

Supv Kassel responded: They used one-gallon materials.

Mr. van der Snel stated: It was a wildflower mix.

Supv Berube stated: It looked good and lasted a long time.

Mr. Miguez stated: We can do that swapping dollar for dollar, if everybody is good with it. The biggest challenge right now is with the amount of rainfall we are getting we have to be particular with the change-out; there are some annuals you do not want to use right now because they will not tolerate the moisture.

Supv Berube stated: You do not have to do it this time, but keep in mind when we get into these rotations, doing something a little different is acceptable. It has been tried a few times and worked out well.

Supv Kassel stated: Periwinkles are everywhere and are hardy and provide good color.

Mr. Miguez stated: It is an annual you can actually buy in a larger pot.

Supv Kassel stated: It can be quart containers, something that will retain moisture since that area dries out quickly, even with mulch. We are looking for a nice assortment of color and durability.

Mr. Knowles stated: We discussed the tree trimming a little; we are still in progress on it. The west side of Five Oaks and the second entrance down to the roundabout on both sides of the street need to be done.

Supv Berube asked: How about the Estates?

Mr. Knowles responded: Mr. Miguez told me today it needs to be done as well.

Supv Berube stated: They have not been touched there from the entrance all the way through.

Mr. Knowles stated: The crew will be back Monday to start on the trees again.

Supv Berube stated: We agree we are not done.

Mr. Knowles stated: We are not done; unfortunately we are on week three of rain that is setting us back.

Mr. Miguez stated: We did the first core aeration on the athletic fields today. They are recovering and have greened back up, but they are very thin. We will do another fertilizer the second week of June. There is a large amount of goose grass on the fields that I treated today and will retreat in a couple of weeks. We have to be careful with treating it with the grass as thin as it is, we do not want to damage the turf. It is recovering and the best benefit would be if we could rope off the area; maybe it will deter people from getting on it as much as there is still a lot of foot traffic there.

Supv Berube stated: We do not have any paid usage of the fields right now. There is no soccer being played.

Mr. Miguez stated: It would be a benefit if we roped it off for a month. Today while I was inspecting the property there was a large group playing on it not long after Mr. Knowles did the aeration.

Supv Berube stated: Perhaps you may want to rope it off and put a sign that says keep off - treated, or whatever you want to do.

Supv Bokunic stated: The kids are out of school and we are going to rope off their soccer field.

Supv Walls stated: We are trying to ensure they have a soccer field.

Supv Berube stated: There is a lot of other park area there. What they are telling us is they are trying to treat the field and people are all over it.

Supv Bokunic stated: I am curious about the timing; we could not have done it prior.

Mr. Miguez stated: It was being used for events.

Supv Kassel stated: We had soccer going.

Supv Berube stated: There is never a good time to shut down anything; that is the problem.

Mr. Miguez stated: I am sure most of the damage is from the soccer tournaments they were playing, but at this point it is so torn up it needs to be left alone.

Supv Berube stated: Even if you rope it off they are still going to go around it but most will stay off. Put up signage that says Field in Treatment or something.

Mr. Miguez stated: Even if we do it on an every other week basis to give it some rest. The other treatments we did this month were some treatments for chinch bugs and weeds along the right-of-ways. We did find several areas with chinch bugs and we treat them as we see them.

Supv Berube stated: You mentioned morganatic treatment on some Magnolias. There are Magnolias in the Estates on the circular road that look weak. On the sidewalk side someone has trimmed them off, but the trees themselves look like they could use some food.

Mr. Knowles stated: We treated the ones down Five Oaks to see what it does to them. In other areas that I have put it out it is working well. Once we see what it does for them we will move forward to do some of the other trees as well.

Supv Berube stated: The other item I had in my notes was weeds in the beds, but Mr. Miguez got ahead of me and was on a four-wheeler today spraying Round-up.

FIFTH ORDER OF BUSINESS

Developer's Report

A. Discussion of Land Swap

Supv Berube stated: There is not a developer representative here. For those who do not know, Mr. Shoopman is no longer with SunTerra. They had an amicable parting of the ways for personal reasons. I met with Mr. Dick Jerman two days ago, and he has a replacement for Mr. Shoopman coming onboard in the next couple of weeks. Everything that has been promised by Mr. Shoopman, including the lake access and the potential land swap stuff, is in process. What I got from Mr. Jerman was he has no reason to change anything that Mr. Shoopman has told and/or promised us was going to happen. They are still going to get us the permitting for the dock and repairs of the boat house. They are not going to pay for it anymore, but there are some other things going on with the land-swap that are sill up in the air.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Engineer

Mr. Boyd stated: Tonight I came to talk primarily about the access road to the garden. Before the meeting I passed out a sketch showing the boundary you are dealing with. I have observed potholes, and the unpaved surface does not perform well. I think this is because it has evolved over time with no intent associated with it. The real reason it is not performing well is it was never crowned and water never ran off of it. When you get a rut or hole started, it continues to get worse and water stands in it. What I would recommend doing is coming in as a repair to the existing course with a road base material, but the key is to put a crown on it so it drains with at least a 2% slope to either side of the shoulder. I took a recent road base cost that I received earlier this week and translated it to a square foot cost for this application. It is installed by a contractor and broken into three components. Section 1 is down to where it curves where the trailer is and is about 577 linear feet - to install a base material and crown it, would be about \$8,655. Around the curve to the garden property would be another \$4,700, and then to take it to the end of the garden would be another \$3,400. I did not get a cost, but did use an actual road base unit cost. My recommendation would be to improve it and to avoid the potholes you need to bring in a base layer of four to six inches with a crown in the middle sloping to each side.

Supv Farnsworth stated: Crowning is fine and understandable. Is there something that is going to hold the crown?

Mr. Boyd responded: It would need to be rolled and compacted. Any unpaved road requires maintenance. You will need to scrape it periodically. At least once a year you will need to put a blade on it to level it out, but maintain the crown.

Supv Farnsworth stated: That is difficult if it is not finished in some way - paved, blacktopped, or something.

Mr. Boyd stated: It is possible to maintain an unpaved road.

Supv Kassel stated: They used to scrap it, but not for the purposes of a crown.

Supv Berube stated: Mr. van der Snel and I had some conversation about this. You have all seen a skid steer loader; it has a flat bottom bucket and is made for this kind of work. Once you get the shape of the road, the crown and all the holes filled, this is a double drum vibratory roller being used on road base material. The drums vibrate so it shapes everything down flat and compacts it. You add water to the mix and because of the limestone it compacts it and turns it almost into a cement-like surface. We could rent these machines and Mr. van der Snel and the guys could do this road for substantially less money. The other thing we have to remember is we now own the garden which has the shell rock paths and there has been a request from the garden manager to fill in the paths and smooth it out as it is worn away. We also own the commercial vehicle parking area at the end of this road which is going to need maintenance at some point; it has been there for about five years. We might as well get used to the fact that we are going to have many square yards of the same surface that is going to need routine maintenance. Once we do the road the first time and get it right, it will be quick. You do not let it get to the point it is now.

Supv Bokunic asked: What is the cost?

Supv Kassel responded: You're not talking about putting fill-in, you're just talking about grading as it is.

Supv Berube stated: No, fill the holes.

Supv Kassel stated: You are talking about spending this money.

Supv Berube stated: Half that amount of money.

Supv Kassel asked: Why half?

Supv Berube responded: Because of internal labor, you are not paying a contractor.

Supv Farnsworth asked: How much is the material itself going to cost?

Supv Berube responded: It is cheap.

Supv Bokunic stated: That is the question I was asking.

Supv Farnsworth stated: The material is cheap. How do you get it here?

Supv Walls asked: How many roads have these guys built?

Supv Berube responded: You are not building a road.

Supv Walls stated: The do it yourself stuff sounds great, but if we are going to do it, I want it done right and nice, and I am willing to pay for that rather than go the cheaper route and have to maintain it all the time.

Supv Kassel stated: At least you know you have a professional to start with.

Supv Walls stated: If there are issues with it, you say come back and fix this.

Supv Berube stated: Every time we have discussed having field services do something it becomes a conversation of I do not know if our guys can do it. Look at the work they do; everything turns out nice, everything is maintained well. You have to give them a shot.

Supv Walls stated: Nothing against the guys, but the stuff we have converted over is not for building a road. It has been smaller tasks; I would prefer to pay a professional to fix it and make it nice. If there is an issue with it we call them and they fix it under the warranty.

Supv Kassel stated: How about we get a couple of bids to get the work done and get a bid from field services for what they think it is going to cost for all the materials, what kind of labor it is going to be taking away from other work and also the cost for rentals and other associated cost and then we can evaluate it.

Supv Berube stated: We can do that.

Supv Kassel stated: It means the road is going to be crappy for a while longer.

Supv Walls stated: We are going to have to get quotes anyway. We need to start the process.

A resident (Marilyn) asked: Have you taken into account the drainage? When you first go in there is a swale there and the dump trucks went in and crushed down the pipe where the water runs down. Someone dug it out at the last rainfall and now somebody has filled it in. Have you taken into consideration putting another pipe in there so the water can run from the swale down along the road?

Supv Kassel responded: That is another consideration; the M Neighborhood has yet to be built and that is the primary access for that roadway. As Mr. Fusilier's development happens, the road is going to get torn up by the equipment going in and out of there.

Supv Berube stated: That is why I want to do it cheap at this point.

Supv Walls stated: We do not have to give them access to that.

Supv Kassel stated: It is a pipeline.

Supv Berube stated: You cannot keep them away.

Supv Walls stated: They are a private entity.

Mr. Boyd stated: They have another access. Neighborhood M will come in off of Five Oaks with a new access. One way to discourage use of it is because it is the gas easement itself and the heavy construction equipment should not be going back and forth continuously.

Supv Kassel stated: Perhaps we can get a letter from you stating as much.

Supv Berube stated: I do not think he is anywhere close to starting the development. We know where we are going and will get a couple of bids.

Supv Walls asked: If we build the road, what is the life span? I am thinking I have a boat and trailer and I drive down to Lake Kissimmee, and they have this long dirt road. This thing was constantly potholed all the time because of the boats and trailers, which is happening here because of the storage. What they eventually did with the road to Lake Kissimmee is pave it. If we lay down another dirt road what are we looking at - one year, two years?

Mr. Boyd responded: I do not have a lot of experience projecting the lifetime of that. I would expect you are going to need to grade it at least once per year. As far as how long before you would need to do the base, I would not be surprised if it is every five years. Unfortunately you are limited in what you can do in this case; you do not have the opportunity to pave it permanently.

Supv Kassel asked: Is the square the gas easement?

Mr. Boyd responded: It is the gas easement.

Supv Kassel stated: We cannot go to one side or the other to pave it.

Mr. Boyd stated: On the south side it is developer owned land. On the north side there is a piece owned by the CDD, then you get into the contract which is part of the golf maintenance facility owned by the developer as well. There are wetlands constricting both sides as you get close to Five Oaks. There is not a practical way to put a road on the south side, there may be with the developer's cooperation some way to sneak something in on the north side, but you are really close to the wetland.

Supv Berube stated: Then you get into permitting with the County and everything else and it will never get off the ground.

Supv Walls stated: What I am getting at is long term. I know we do not have land elsewhere, but is it the best place to keep the storage area all the way down that road? You are going to be maintaining it forever.

Supv Kassel stated: We have the community garden, we have the landscaper compound, and we have the RV parking. We are talking maybe an average of \$4,000 per year to maintain the road.

Supv Bokunic asked: What kind of money is the RV parking generating?

Supv Berube responded: That is coming up. We will have to hold a public hearing to determine what the rates are going to be for both the garden area and the parking facility. District Counsel and I have spoken about it and both of those facilities need to be self-sustaining because you cannot shift the burden of cost to all the rate payers because they are exclusive use.

Supv Walls stated: Part of self-sustaining should be a portion of maintenance on the road.

Supv Berube stated: What complicates that is we have Servello in there.

Supv Walls stated: I said apportion based on usage.

Supv Berube stated: It would be easy to say whatever this road costs to fix gets allocated between the RV parking area and garden, but it is not that simple so we have to figure it out. The first step is contracting out the management of those two facilities. We do not want to do it; I do not think. It is being run by Association Solutions, we will have a contract and there will be a small fee for managing it. We will have to look ahead one year to figure out what we will need for income from those two facilities, we will have a public hearing in the next month or two to set the rates for the two facilities. There is a lot of work going on behind the scenes to figure this out; it is not easy when the developer just says here you go. It turns into a lot more complexity as we get into the governmental rules and regulations.

Mr. Leet asked: Along with resurfacing the roadway to get back there would this be the time to look at an expansion of the storage area?

Supv Berube responded: Probably. We would have to figure out what it is throwing off in money, and the new rate structure is going to rise and may take some of the 99% full reality away from it. Before we expand we have to stay at a high usage level. If the rates get settled and are acceptable, we keep a full facility and have a waiting list, as we have now, then certainly we would have to look at expanding it. The land is there but we would need estimates on how much to expand it, how much is that going to change the rates, what our fill rate is going to be and we are just not there yet. I am aware of the fact that it is full, but we have a lot of other stuff to handle before we get to that point. It is a good question.

An unidentified speaker stated: On the road the shell would be your best bet for sustaining it and for price; even if you have to redo it every year. If you look at the parking lots, they black top them at least once per year.

Supv Berube asked: Have you been involved in road building before?

The unidentified speaker responded: My father-in-law and brother-in-law have been in the concrete business for over 30 years, so I know a little bit about the concrete business. My brother-in-law used shell for his driveway rather than concrete because it was so much cheaper. Once compacted, it is like concrete and does not go anywhere. You might have a hole once in a while, you fill it in, compact the hole, and you are done.

Supv Berube stated: The long term maintenance is coming up during the budget hearing when we do those. We know where we are going with this for now; we have to get a couple of contractor quotes and you need to figure out what you think it will cost field services to do this, and hopefully we can get it all together for next month and revisit it then.

B. Attorney

i. Legal Memo: Options for Parking & Garden Facilities

Mr. Qualls stated: The first item is the memo we sent for options for Parking & Garden Facilities. At the last meeting, given the fact that the developer has conveyed these facilities, there was discussion of the ongoing management of those facilities. Essentially, what the memo lays out is the legal framework. Both of these facilities are District facilities and your purpose is to manage the infrastructure of the District. The point we need to get to is where you are on the same page as to how that management should take place. The discussion last month, as I recall, was we have the HROA managing this under a license agreement with the developer and if there is a way for the HROA to continue the management of the facilities. There is a way, but it is not the same way it was being done. Before, it was a private landowner granting an exclusive license to the HROA to manage the facilities. As a government you have an additional set of things under law that you need to do to manage the facilities. The Chairman got into it a little bit, and it is semantics, it is not that you are going to have the HROA manage this for you, it is that you are going to manage it and you have to decide the

best way to do that with one of your options being to subcontract with the HROA just as you would for Servello for landscape. The next piece is you want to charge user fees for the use of the parking facility and going back and forth with the HROA, I am not sure how it works with the garden facility. You can get into those details, but the main point I want to make sure to convey on the record is if the District is going to move forward and charge user fees for use of those facilities it has to be done through a resolution and we included a draft of a resolution based on what we initially received from the HROA. That is the framework for how to move forward, I am looking for some direction on what the next steps are. If you were to choose to manage this through HROA, we drafted an agreement and sent it to Mark at the HROA, and he has reviewed it and provided some feedback. We can continue to iron out that contract, or another option is to manage it through other means, such as Mr. van der Snel. I am not suggesting any policy, but I do not view this any differently than how you would manage a pool. Certainly, there are some efficiencies and some wisdom in continuing to manage through the HROA. The HROA is used to it, they have a system, but remember the District also has other options and if the District were to determine to manage this directly and not subcontract, that would be a possibility too. You have options and we need direction on how you want to move forward.

Supv Walls stated: Currently, the HROA is managing it as part of their fee through the HROA. My assumption is that would continue in terms of we will let you continue to manage the facility and the HROA picks up the fee of the management company, we impose a fee through the public hearing, resolution or whatnot, and use those monies to maintain the facility ourselves, either by contracting out to fix the road or whatever we do. It is kind of like it is now, but we are setting the rates, in terms of usage, rather than the HROA. Has the HROA considered that or would they come back to say they are going to charge the CDD a fee to manage it on top of what the HROA is currently paying us?

Supv Berube responded: The structure for Mark's work to manage it under the CDD is more complex. It puts him at risk, as every contractor is to a certain degree. Mark is not big on charging \$3.84 for every hour he works, so if we said we need to work this into the current rate structure, I do not think he would be against that and if he did want some additional monies it would not be a huge amount. Has Mark mentioned anything about a fee for continuing the management?

Mr. Qualls responded: I had not thought of that. What I am talking about is right now users who want to park a vehicle there are charged for the privilege of doing so. I am saying if that is to continue, the only way I know to do so is for the CDD to adopt a resolution. The reason you can raise those fees is to cover the charges for managing the facility, so you have to figure out the proper amount where you can cover however you want to manage it, and you also have to cover the ongoing maintenance.

Supv Walls stated: To me, the fee is of no consequence to the HROA management company. If we say it is our facility and we are going to maintain it they have no care what we charge people because it is on us. Typically when you draft an agreement and contract with somebody to perform a service, they ask for a fee. They are agreeing to do this based on what the HROA is currently paying them because they built that into the structure.

Supv Berube stated: Mark sent you back his concerns and it had to do with the out clause and things like that, but he did not bring up a fee either.

Mr. Qualls stated: No, but for any contract you have must have an offer, acceptance and then bargain for consideration; which is what induces the parties to enter into the agreement. I always assumed, I believe, that out of the fees used to charge for the parking facilities, a portion of that would go to whoever is managing the facilities. That would be the consideration and the reason they would do that. I need to look at the contract to see what it says.

Supv Berube stated: The bottom line is right now, it not the HROA that is going to be managing, but the HROA management company, Association Solutions. Mark took on all the committees, the garden and the parking as inclusive in his fee. What would change is some of the management structure but I do not think it is going to increase his duties that much. To go back to what District Counsel said about giving it on Mr. van der Snel, it is too much.

Supv Walls stated: I am not saying we should change the structure, but typically you have some consideration in the agreement when you enter into a contract.

Supv Berube stated: We have some details to work out. The contract is not ready to be done yet. What District Counsel wants to know right now is do we want to continue to allow Association Solutions to manage the two facilities - the garden and the commercial vehicle parking area - now that they are under our ownership? Do we want to proceed with that and then roll with detailing the contract and all the fees and such as we get there?

Mr. Qualls responded: The devil is in the details, but what you said was the District would use Association Solutions. I think the way we drafted the initial draft, the comments back from Mark are, should this contract be with the HROA?

Supv Berube responded: He said that because the HROA pays him.

Supv Walls stated: It should be with the HROA because they contract it and are contracting it out.

Mr. Qualls stated: When you are thinking through, we are going to contract with the HROA, who has a contract with this person to do it, so it starts getting a little more complicated than just management. I am not telling you policy wise how to do your job, you can accomplish it in multiple ways; I just want to throw out the considerations to guide.

Supv Berube stated: The fine difference between saying it is Association Solutions managing it or the HROA managing it, is a legal twist that you use your best judgment. You want us to give you guidance that we want the current management of those two facilities to continue as they are accepting CDD ownership of the two facilities and subject to future change as we get into the details of the contracts. Do we want to continue with the current management of the two facilities is your immediate need.

Mr. Qualls stated: That is based on how we move forward. Mark has come back to say it should be with the HROA. We need to get before the HROA to make sure there is a meeting of the minds. Are we going on the right track? Does the Board desire to initially accomplish the management through a third party? Is that clear?

[*The consensus is yes.*]

Mr. Qualls stated: We will come back with options. We will need to advertise if we are going to set rates, so at some point I am going to need somebody on the Board who can give me guidance and double-check to say the fees in the resolution make sense or do not make sense.

Supv Kassel stated: This resolution mentions today's date, but also talks about a schedule. Do we have to do a workshop?

Mr. Qualls responded: No. You have to adopt a resolution at a public meeting.

Supv Kassel stated: This resolution says the fee schedule for leasing use set forth on the attached Exhibit A is hereby adopted pursuant to this resolution. We can do that afterwards?

Mr. Qualls responded: You can do that at your next meeting, but I need to put the initial Exhibit A in the advertisement so people can see it and come in to lodge their concerns.

Supv Kassel stated: We do not know the costs of maintaining, enlarging or managing.

Mr. Qualls stated: What we know is what is charged now by the HROA and I am not clear on the garden facility. I did not know if people paid for that.

Supv Kassel stated: They do.

Mr. Qualls stated: Then we need to get all of that. The change is it has gone from a private owner to a public owner and this is what a CDD has to do. There is good reason for it and all of it normal. What I am hearing is you want to move forward with the HROA as the initial option and you want to try to adopt that and get it done at your next meeting.

Supv Walls stated: We need to get the data from the HROA to determine what the fee should be and we need to add up what our maintenance costs are going to be to set the fee at the appropriate level.

Supv Kassel stated: What our fee should be we will not know.

Supv Walls stated: Someone will have to pull the maintenance costs or an estimate of the costs and set the fee based on how many people we think we are going to have there, how many spaces and all of that.

Mr. Qualls stated: That can change after the public hearing. Say you have a liaison work with us to publish the initial schedule - you can tweak that. I am only giving you this advice if you feel compelled to get this done next month. You want to have a draft resolution to go through it at the next meeting and adopt it at the following meeting.

Supv Walls stated: I am fine with next month as I assume the fees are not going to change a whole lot.

Supv Kassel stated: They will; look at the fees.

Supv Berube stated: That is just a guess; it is not right. I do not know where that came from, but it is not right.

Mr. Qualls stated: That is the information we got from the forms.

Supv Berube stated: The \$25 is monthly, not annually and they are changing starting with the roll this month.

Mr. Qualls stated: We have to take what they are now and I need some way to work with one of you because of the Sunshine Law to say here is what that is based on, here is what we think we are going to need and this is a schedule we can publish to get to the Board to make a final determination.

Supv Walls stated: I will volunteer the Chairman to do so since he has access to the information.

Mr. Walter Woolbick stated: You have Mr. van der Snel who is probably going to do the maintenance of the roadway. Do we not want to have our team do that for the community?

Supv Kassel responded: There is paperwork and money changing hands.

Supv Berube stated: We are not talking about managing the physical structure, we are talking about the paperwork. We do not handle money and is why we let a management company handle it. It is the data that is troublesome here. If you want I will become the liaison and we will figure it out.

<p><i>Supv Berube</i> MOVED to continue allowing the current management company, through the HROA, to manage the two facilities as the CDD works through the details and moves toward getting contracts in place and setting a public hearing at some point in the future to adopt yearly rates.</p>
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Supv Kassel asked: Can we do that without needing a resolution?

Mr. Qualls responded: Yes. The way I understood the motion is we are continuing to move forward to try to iron out a deal so the HROA manages this and it will all be brought back in front of the Board at the next meeting or a subsequent meeting.

Supv Berube stated: That will happen at some point when it all makes sense.

Supv Kassel seconded the prior motion.

Supv Berube stated: We have to be legal in what we are doing.

On VOICE vote, with all in favor, the prior motion was approved.

Mr. Baldwin asked: The fee schedule states plus sales tax; who is submitting the sales tax to the State?

Supv Berube responded: The HROA management company.

Mr. Baldwin stated: I just wanted to make sure.

An unidentified speaker asked: Does the garden need to charge tax, too?

Supv Berube responded: I am not sure; we will figure that one out. We just got into the sales tax issue a few months ago. We figured out there was a problem and escrowed money because there was about \$7,000 due to the State.

Supv Kassel stated: The fee could include taxes; you could have a round number.

ii. Report and Recommendations of Legal Complaint

[This item will be addressed later in the agenda.]

iii. Update on Contracts

a.

Hardscape Contract

Mr. Qualls stated: The hardscape contract has been signed by both parties. I worked with the Engineer and we are determining if a permit is required. It depends on the square footage for the hardscape.

Mr. Boyd stated: I do not believe it is going to require permit, but I will verify that.

b.

Sod Contract

Mr. Qualls stated: The sod availability, supply and demand problem still exists.

Supv Berube asked: Did you ever get a call back from Billy?

Mr. van der Snel responded: No.

Supv Berube stated: I think there is something more going on with the sod as I am seeing sod going up and down 192 every day. The world has not stopped for lack of sod; something is wrong with what Servello is telling us.

Mr. Qualls stated: I followed up with Mr. Feliciano about a week after the meeting and he said it is still the same issue. I am happy to follow up again.

Supv Berube asked: Can you get a little more involved to see if we can buy sod and at what prices?

Mr. van der Snel responded: Okay.

Supv Berube stated: You know the square footage. See if we can buy it directly and then we can put Servello on the spot and say if we can buy it why can't you? This is going on and the sod is continuing to decline. It is the only thing we have not fixed from the prior landscaper.

An unidentified speaker stated: From what I have heard from the builder on my street, the issue is specifically with St. Augustine. Bahia and Zoysia are still okay. The builder has the same issue.

c.

Field Restoration Contract

Mr. Qualls stated: The field restoration contract was completed shortly after your last meeting.

iv. Legal Memo: SNAP Program and Premises Liability

Mr. Qualls stated: The last was to provide more information based on the discussion the last time. In addition to that, we looked at what some other Districts do. The legal memo is there as an FYI unless there are questions, comments or concerns.

Supv Berube stated: Pretty straightforward, as usual, you did a good job. The only part of your job that is not good is your budget line item.

Mr. Qualls stated: I understand that. I will say this, we serve at the pleasure of the Board, but this is a growing community. I will put our fees and work up against any other firm in the country.

Supv Berube stated: If anybody had a problem with your work you would have heard about it.

Mr. Qualls stated: I guarantee that would be true.

C. Field Manager

i. Facilities Maintenance

Mr. van der Snel stated: Good evening. You have received my reports. Are there any questions or concerns?

Supv Berube asked: Why are we spending so much money?

Mr. van der Snel responded: We try to make Harmony more beautiful. Harmony is getting older and we notice that stuff has to be replaced.

ii. Facilities Usage Records

iii. Resident Submittals

[The monthly highlight reports are contained in the agenda package and are available for public review in the District Office during normal business hours or on the website.]

iv. Pond Maintenance

Supv Berube stated: Supervisor Farnsworth, I know you get into the charts, but you did not with Servello and their chart was not really reflective of work performed. You did not give them a hard time.

Supv Farnsworth stated: I gave up.

Supv Berube asked: For the pond maintenance, any concerns?

Supv Kassel responded: It says in Pond 5 there is no visible indication of Hydrilla which means the SeClear has worked.

Mr. van der Snel stated: I cannot guarantee that.

Supv Walls stated: It has gone; it will be back.

Supv Kassel stated: For Pond 43 - in a state of regression, noticeable decline. Is that still the case?

Mr. van der Snel responded: Yes, you can still see the Hydrilla; however, it is not actively growing. The residue is still there so it is very hard to say.

Supv Kassel asked: When is the next time we can count on having to treat this?

Mr. van der Snel responded: I have no idea.

Supv Walls stated: Once per year.

Mr. van der Snel stated: It depends on whether Hydrilla becomes a nuisance and is going to take over the pond or if it is in spots.

Supv Berube stated: Based on our experience we can be assured we can beat it back. I do not think we will ever eradicate it. This year with the new sprayer if we hit with the SeClear again, it will have a more effective blast at it. The chemicals work better with the new high pressure sprayer.

Mr. van der Snel stated: It was SonarOne.

Supv Berube stated: When you watch, it blows it apart and the chemicals mixes in under the water. It is impressive to watch that thing. I think Hydrilla is relatively under control.

v. Basketball Court Resurfacing Proposals

- | | | |
|-----------|--|------------------|
| a. | Stewart Tennis Courts & Fencing, Inc. | - \$4,800 |
| b. | Cross Court Resurfacing | - \$4,800 |
| c. | Sports Surfaces, LLC | - \$5,500 |

Supv Berube stated: There are three proposals for basketball court resurfacing and they all say their method is the best. You have spoken with them and they are all within 15% of each other; who do you like?

Mr. van der Snel responded: I think Stewart was the first to come out and were really on the spot with the \$4,800 which they said was the lowest available and they were right because there was nobody that dove under that. A service is a service, and I think it is really important we put in the contract that leveling will be done and there will be no more puddling.

Supv Kassel stated: The guarantee Stewart provides simply says the service comes with a one year guarantee against unusual fading. These are expansion joints, and we cannot seal or fill them, as they need to be active. Their guarantee is not for ponding. Cross Court says it may not be possible to entirely level. So they are not going to guarantee ponding either.

Supv Walls stated: Sport Surfaces had a two year warranty. Both of the others were one year.

Supv Berube stated: They have a lot of caveats.

Supv Farnsworth stated: The one thing which caught my eye with the comment about expansion joints is that it is an awfully big crack for an expansion joint.

Mr. van der Snel stated: They exist already.

Supv Farnsworth asked: Are you saying you have big expansion joint dip and you cannot do anything about it? That is not true. The only place the crack shows up is right there. It does not show up anywhere else down that line. It is a crack and they did not fill it; it is not very impressive to me.

Supv Berube stated: You realize this is not our court.

Supv Farnsworth stated: I know that. I am talking about this particular outfits work?

Supv Berube stated: They are all saying they are going to leave the expansion joints.

Supv Farnsworth stated: They are not going to leave them like that.

Supv Berube stated: It is an expansion joint.

Mr. van der Snel stated: It is common to have that.

Supv Berube stated: You have to; the sidewalks are the same way.

Supv Farnsworth stated: The material you put in an expansion joint is flexible; you do not leave it as a big hole, there is something wrong with that.

Supv Berube stated: All three address the expansion joints and say they are going to leave them. Two of the three talk about grinding the surface to get it reasonably flat and one says they are going to put a liquid leveling agent into the low areas. They said they will flood it after they grind it to look for low parts and fill the depressions to limit the puddling. I think with any of them we are going to have a better surface than what we have now. What is there was done by the developer on the quick and the cheap and the first time it rained we said now we see why it was cheap. You read it all Mr. van der Snel, you spoke with them, who was the most responsive? Who do you think you would like to deal with? I think you already said Stewart because the guy showed up and was straightforward.

Mr. van der Snel responded: The lady showed up on time, was very responsive and the first pricing they gave was \$4,800.

Supv Berube stated: Normally you throw out the high and the low, but we have two lows and one high and based on our Field Manager's process I am going to go with Stewart.

Supv Farnsworth stated: I want to hear his reaction to Cross Court before you jump down the road.

An unidentified speaker asked: Is there a local business?

Supv Berube responded: Stewart is Bradenton.

Supv Kassel stated: Sport Surfaces is West Palm Beach.

Supv Farnsworth stated: Cross Court is in DeLand.

Supv Berube asked: What did you think about Cross Court?

Supv Farnsworth responded: The reason I want to know is, when I read through all the reports and looked at everything else, I was favorably impressed by the paperwork that shows up with Cross Court, but if you have something against them, that is fine.

Mr. van der Snel responded: I agree that the paperwork was very complete. I have never dealt with them before.

Supv Farnsworth asked: Have you dealt with Stewart?

Mr. van der Snel responded: No. We have never resurfaced before so it is all new to me. I am not an expert.

Supv Berube stated: The most expensive one mentions grinding it, flooding it, and filling after flooding.

Supv Kassel stated: That is Sport Surfaces.

Supv Walls stated: Their proposal seemed the most comprehensive to me and looked the most professional, in terms of the work they have done. You are talking \$700 and they had the two year warranty.

Supv Berube stated: Stewart alludes to filling the depression with their material, but they do not state specifically.

Supv Kassel MOVED to accept the Sports Surfaces, LLC proposal, and *Supv Walls* seconded the motion.

Supv Berube asked: What did you think when they talked to you?

Mr. van der Snel responded: I would go with Sports Surfaces, too, if you provide a warranty in your quote.

Supv Kassel stated: The others do as well, but they provide double the length of time and as Supervisor Walls said, their proposal is the most comprehensive. They are addressing the biggest problem we have which is the ponding on the court. They address it more thoroughly than any other bidder.

On VOICE vote, with all in favor, the Sports Surfaces, LLC proposal in the amount of \$5,500 was approved.

Supv Berube stated: Mr. Qualls, we will need a typical contract. There is a 50% deposit; Inframark, we will need a check in anticipation of District Counsel preparing a contract. When will the contract be ready?

Mr. Qualls responded: We can have it early next week.

Supv Berube stated: Perhaps we can have a check in 10 or 12 days.

Mr. Koncar stated: We can have it ready in a day as long as we get the contract and invoice.

Supv Berube stated: When the contract is ready we will get it signed by Sports Surfaces and request an invoice at that point and get it over to you.

SEVENTH ORDER OF BUSINESS

District Manager's Report

A. Financial Statements for April 30, 2018

Mr. Berube stated: Before we get into that, if you will, bring up the picture that says OUC invoices recap. For about the last five months we have been going back and forth with Inframark, and Inframark has been going back and forth with OUC. The invoices from OUC have been a mess. It has been compounded by the fact that we made two payoffs in the time period that is affected by these erroneous invoices. It started August, 2017, the invoices went haywire and have been high, low and in between. You cannot tell what is right because the payoffs we made are not reflective; you have to manually plug those in. The bottom line is starting in July 2017 we should have been paying \$15,656 in total to OUC. Around February 2018, because we made another payment in January to take the OUC bills down further, our billing every month should have dropped to around \$14,295. When you go back two years you can see that our OUC bills month-to-month are steady. We pay this much for electricity, we pay this much for maintenance, we pay this much for investments and here is

your monthly number. What I did is pick what the monthly number should be including the payoffs and everything. On the right is the monthly bills we have received from OUC in total - \$18,000, \$21,000, \$22,000, \$18,000, \$16,000, \$13,000, \$20,000, \$28,000, \$27,000 and \$17,000. It is haywire and before this started last August they were consistent. OUC has been coming back and I think Inframark has a meeting set up again with OUC next week. What I am saying is in this time period we should have paid OUC approximately \$160,000 and we have paid them \$211,000. We have overpaid by my reckoning - \$45,000. It is not easy to figure it all out because somewhere in there they started charging us sales tax, Osceola County taxes, and a really nice line called a discretionary sales tax. Nobody knows what a discretionary sales tax is, but it has showed up on our bills. You have to figure all of that in and when you look at our budget we are a couple of thousand dollars over budget on electricity which is basically the sales taxes we should not have been paying. Our electricity line should stay fairly consistent; it has stayed consistent and it is the investment and maintenance that has gone haywire, and we are about \$22,000 over budget so far this year on the streetlight buy-downs; that should not happen, it should be dropping. That is where we are at, that is my number and I think it is pretty accurate. It may be a month here or there based on when the payoffs took effect, but I am thinking they owe us \$45,000. Your last capture of where we were last month indicated you thought they owed us about \$30,000, but again it is all flexible based on when the payoffs took effect and the sales tax issue. Hopefully, OUC comes in next week and says we owe you \$45,000 or more. If it is less than that, we are going to have some conversations.

Mr. Koncar stated: We are working on the final analysis on our side, but there is a meeting next week and OUC has promised to have final numbers for us. They have been telling us this now for six weeks.

Supv Berube stated: They have had every excuse under the sun. When you look carefully at some of the invoices there are pages of credits and recharges and re-credits and un-credits, it is mind-boggling. We have also taken both TOHO and OUC off of ACH because right now they just send the bill and take the money out of our account, and that is not right especially when it looks like this. It is not in this package, but the May 14th billing is wrong again.

Supv Walls stated: This is not atypical of OUC. My utility budget at work is several magnitudes greater than this and they cut us a check for millions for improper bills.

Supv Berube asked: Did you have to hire a forensic auditor to get to that?

Supv Walls responded: No, after a couple of months you start seeing the differences.

Supv Farnsworth stated: This is the OUC from this month's invoices and already the monthly investment to them for loans should be at \$8,800 and they billed us \$13,500.

Supv Berube stated: In the email I received from Mr. Dan Seabrook, he is apologetic about how long it is taking and they have to get their accountants and legal department involved, but he throws the blame back on us because of the number of streetlights we have and the number of contracts we are buying out.

Supv Kassel stated: It is because nobody else does it and when you want to pay cash to buy a car they charge you more money because they make money on the financing.

Supv Berube stated: We pay a premium every time to buy them out.

Supv Farnsworth stated: It is roughly 10%.

Supv Berube stated: We started this three years ago and you can look at the data to see when we make a payment the investment line goes down. They had it right until August, 2017.

Supv Farnsworth stated: For the two prior years it happened exactly in step and in 2017 everything went haywire.

Supv Berube stated: It went wrong and has not gotten anywhere close to right again.

Mr. Koncar stated: For the May bill we have not paid it because we saw there were problems with it, we took them and TOHO off the ACH and we are still holding the May bill.

Supv Berube stated: TOHO is a little different. If you will remember a year or two ago TOHO revised the way they charge for irrigation water and put it on a tier system. The more water you use the more expensive the tiers become per gallon so you are going to realize it is getting expensive to run the sprinklers and you are going to back off. They found out on the 2-inch meters something is wrong. All of our 2-inch meters immediately went to tier 4 paying the maximum rate. Somebody got into it with them and three or four months ago they gave us some credits on all the meters with 2-inch valves. Those credits have been sitting there and we have been crediting back a little at a time. There is still one worth \$6,000 and it is going to take 12 more months to credit it back. We had the conversation with them and they said we might have made a mistake and you can ask for the money, but if you do we will ask for an internal audit and you might lose your credit. Basically, they said let us credit it down for the next 12 months or so and it will all go away and that is what we are going to do, just let it filter down. TOHO is going to work itself out, it is just a matter of trying to recapture the credits quickly and they did not want to do that. There has been a lot of work going on with utility billings in the last couple of months.

Mr. Qualls asked: If payment is withheld will OUC turn off the lights? If so, what is the consequence of that?

Supv Berube responded: There will be a two week moratorium on payment before they will take any action. I am going to suspect that if we do not come to agreement with the meeting next week we will ask for further extension. They do not disagree that they are wrong; they just cannot tell us what the problem is.

Mr. Koncar stated: The first item is the financial statements; they are in your agenda package starting on page 144. Are there any questions?

B. Invoice Approval #217, Check Register and Debit Invoices

Supv Berube stated: Next is approval #217. Are there any questions or concerns?

On MOTION by *Supv Berube*, seconded by *Supv Walls*, with all in favor, Invoice Approval #217, in the amount \$301,678.66, the check register, and debit invoices were approved.

Supv Berube asked: For the debit purchases did your card get squared away?

Mr. van der Snel responded: Yes, I have a new card.

Supv Berube stated: I think the Board saw a note from Mr. Koncar earlier this month that there was a problem with some fraudulent purchases.

Mr. Koncar stated: We cancelled the card and got Mr. van der Snel a new one.

Mr. van der Snel stated: Also, the Home Depot card is cancelled. We have been hit twice with fraud so I took the liberty of cancelling it. We just have to pay everything with the debit card.

Supv Kassel stated: I have the same issue, every three to six months somebody scams my card and I have to have a new one issued.

C. Distribution of Fiscal Year 2019 Proposed Budget; and Consideration of Resolution 2018-3 Approving the Budget and Setting the Public Hearing

Mr. Koncar stated: We distributed the budget to you and I would like to point out a couple of things that are important in the consideration of the proposed budget. Tonight we are presenting this as a proposed budget. For the approval of your proposed budget you set your highest level of assessment. When you go to the public hearing to consider the final adoption you can reduce it, but you cannot increase it. Whatever you decide tonight will be your highest level of assessment you can assess the residents. You can change the budget as you move into your final public hearing process you just cannot increase assessments. A couple of key items we discussed a couple of meetings ago, you will notice on your revenue on page 223 of your agenda package, we are showing all of your collections now to be on-roll. What that does if you look under administrative you will see your miscellaneous cost of collection has gone up by about \$12,000. In this year's budget there were still items showing up as direct bill to the developer. The other items to highlight are the administrative budget is pretty much the same with the addition of some increases for the engineering and legal services. On the total projected you can see where you are year-to-date on the expenses. Also on general liability, there is a proposed reduction, as we think it may come in less than what you budgeted for last year.

Supv Berube stated: We just added multiple acreage to our ownership with the developer.

Supv Kassel stated: We also added the RV parking and a garden.

Mr. Koncar stated: It is going to affect it and I will talk with Ms. Paula Davis to see how much with the added acreage and the RV parking.

Supv Kassel stated: The garden also.

Supv Berube stated: The RV parking and garden are just on the acreage.

Supv Kassel stated: We are responsible for the security and maintenance of those facilities.

Mr. Koncar stated: I will check on that and get back to the Board. Your Field Management is flat for this year. The only question I had about that is if there is going to be an increase for your personnel or what we do with medical; the projection for this year is \$198,000. Medical and any type of cost of living could impact the number.

Supv Berube stated: Even if you added 5% to \$200,000 it is \$210,000 against a \$230,000 budget.

Mr. Koncar stated: I wanted to point it out because this is where you are going to make your decision on any type of cost of living for employees. On page 224 - we are not proposing substantial changes for landscape; it is about a \$7,000 increase based on your contract with Servello. You have a reduction we are showing under Capital - Streetlights of \$17,449. The only other item is Capital Outlay; we have increased it by \$3,000 under Operations & Maintenance.

Supv Berube stated: Typically what we do is approve the budget and then set a workshop for June or July and go through the budget line-by-line.

Mr. Koncar stated: The only concern tonight is that you set your high water mark on assessments. If you look on page 240, there is no assessment increase based on the budget presented to you today.

Supv Berube stated: We will be able to run with the same level of services we have been having, and for the sixth consecutive year there will be no CDD fee increase.

Mr. Koncar stated: Resolution 2018-3 approves your budget and sets the public hearing on August 30, 2018 at 6:00 p.m.

On MOTION by *Supv Kassel*, seconded by *Supv Bokunic*, with all in favor, Resolution 2018-3, a resolution of the Board of Supervisors of the Harmony Community Development District approving the budget for Fiscal Year 2019 and setting a public hearing thereon pursuant to Florida Law, was adopted.

Supv Walls stated: We have to work on setting the workshop which would either be June or July.

Supv Berube asked: Do we want to set it now? Do you want to do June or July?

[*The consensus is to hold the budget workshop on June 28th at 4:00 p.m.*]

D. Discussion of District Manager Special Topics

i. Report on Number of Registered Voters - 1,501

Mr. Koncar stated: The registered voters is an annual report and there are 1,501 in the District.

ii. Inframark Proposal for Payroll and Workers' Compensation Services

Mr. Koncar stated: We talked about this several times. We have researched it and got two quotes for workers' compensation. The problem is the companies will not quote your current employee codes and there is no way to compare the numbers. As a result of that, the concern we have is even if you change to another company, if something were to happen to one of the employees, we are afraid there may not be coverage because the employee codes are different. At this point we are not recommending any change in your workers' compensation and payroll.

Supv Berube stated: That is fair because when you analyze all the numbers our current workers' compensation premium under the current codes is \$5.21 for every \$100 worth of payroll. The range you provided with the four different codes varies somewhere between \$4 and change and \$5 and change, so we are sitting right in the middle and there are no savings to be gathered there. The other piece of this is the payroll processing which you indicated would be \$2,500 per year. With FRM it floats on payroll dollars and is within \$300 of that. To go through all of the change and switch over to you is no real savings. Your conclusion was to recommend no change.

Mr. Koncar stated: No change.

Supv Berube stated: I agree with you as well.

iii. FEMA Storm Damage Recovery Effort Update

Mr. Koncar stated: There is no update. We have submitted all the paperwork. FEMA has accepted the application and now it is a matter trying to get reimbursed. One of the District's we manage just got their reimbursement from FEMA for a storm from 2005. I am not saying it is going to happen here, but that is an example of how fast it happens.

iv. Feasibility Study of Office / Amenities Center

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| a. | NAI Realvest - Professional Fee: \$14,250 |
| b. | Canin Associates - Professional Fee: \$ 9,600 |

Mr. Koncar stated: This is a carryover from a previous meeting. We have had this discussion several times and received two proposals. The one from NAI Realvest we thought was the best one. We feel if the

Board were going to enter into an agreement, theirs would be the most cost effective for the District because of the services they are going to provide. As we discussed at the last meeting we put it on hold because we do not know where we are going to go with this.

Supv Berube stated: I requested we table it last month and I am going to request the same again this month because we have a developer change. There is still something going on with the developer that has moved on slightly forward, but the idea is still there that may affect the land we would need for a community center.

Supv Kassel asked: What does that mean?

Supv Berube responded: Land may become available to us that we would not necessarily have to buy. The land swap may get expanded and we could conceivably get some land we could use for a community center.

Supv Walls stated: Hopefully, they will come here next month and tell us about all of that.

Supv Berube stated: It is what I would like to happen so we can settle this. If the Board wants to proceed with having this done, feel free, but I do not see a rush to build a community center and spend the money at this point until we know what the status is of what may be effectively some free land.

[*This item tabled to the June meeting.*]

Supv Kassel asked: How long is their proposal good for?

Mr. Koncar responded: Originally it was good for 60 days, but we have been in contact with them.

Supv Farnsworth asked: When you say ‘them’, are you talking about both companies?

Mr. Koncar responded: I am talking about NAI Realvest, but I can ask both of them if they will extend their price until at least the next Board meeting.

Supv Farnsworth stated: The difference in the way these are quoted, I would like see somebody go back with a BAFO [Best And Final Offer].

Supv Berube stated: For Canin Associates, when you add the meetings in, they will quickly exceed the other one.

Supv Kassel stated: The NAI Realvest is detailed, thorough and inclusive.

Supv Berube stated: They would be my choice because of the detail; it looks professional.

v. Meeting Action Items Follow-up

Mr. Koncar stated: The supplements I provided to the Board was on OUC and TOHO; we have covered those items. We report to the Board after the meeting with OUC next week. We will provide the Board with their analysis and what they see the changes are that they have come up with.

Supv Berube stated: One of the things we handled when we did the Employee Policy Guide, some of the guys asked if we do not take the health care can we get a compensation adjustment to cover the cost of health care? We did the analysis this month and it works out to about \$3 per hour. It varies a little bit based on the age of the employee, but it works out to about \$2.75 per hour for the health care and about \$0.25 per hour for dental and vision. We built it in that if an employee does not take, can he get an adjustment on his hourly wage and that question has come up this month. The question is how much of an adjustment do you want to give an employee knowing that is our fixed cost? Do you want to bump them \$3.00 per hour if they do not take health care and if not what is the number?

Supv Kassel responded: We had a conundrum because the fewer people who take health care the more expensive the health care is. If we have fewer people taking it and giving them an incentive we are increasing our cost both on the incentive side and the insurance side. Even though we are spending less overall, we are spending more per person.

Supv Berube stated: I do not think we have seen any adjustments in individual costs because of our size. From one to five you are paying the high rate anyway. How many are taking it now?

Mr. van der Snel responded: Shawn and I.

Supv Berube stated: Two and two that do not take it and there has been no adjustment in the price. We agreed to give them a compensation boost; the question is how much?

Supv Walls responded: \$3 is steep; you are talking \$6,000 per year per employee.

Supv Berube stated: We just had one employee leave because he wanted the bump because he was not taking the health care. Everybody knows the number. We have to delineate this because when it comes to raise time, you have to look at whether health care cost go up next year. You almost have to have a two piece segment of how much they get.

Supv Walls stated: This is not their salary; it is treated as a bonus / supplement almost. If you give them a dollar more, it is over \$2,000 per year if you are working full-time.

Supv Kassel stated: \$2.

Mr. Koncar stated: If you increase the wages it is going to increase the FICA match as well.

Supv Berube stated: You are saying \$1 and \$2. We know the number is \$3; how about if we go down the middle and make it \$1.50?

An unidentified speaker responded: If I can make a suggestion from my employment status, what we did was it was paid quarterly and was not included in the salary. A separate check would be cut quarterly to not affect payroll and pay raises.

Supv Farnsworth stated: That is not a bad idea.

Supv Walls stated: It has to be accounted for separately no matter what. If you say a 3% cost of living increase, this cannot be included in that.

Supv Berube stated: What we need to know is number one, what we want the bump to be and then you can figure out the administrative. We could talk to FRM to ask if they can calculate it separately as he suggested and pay it out quarterly. We still need to know the number; what do you want it to be?

Supv Bokunic asked: Why are we discounting this? Why are we coming off the \$3?

Supv Berube responded: Because Supervisor Walls thinks it is a lot of money.

Supv Kassel stated: I propose \$2.

Supv Walls stated: It is a lot of money; when you put it in the grand scheme of their salary. There are going to be additional costs.

Supv Kassel stated: I know if I were to forego insurance I would want my incentive to be lucrative enough to make it worthwhile.

Supv Walls stated: Where I work it is something minimal like \$25 per pay period or something like that, if you do not take it. Most people who do not take health insurance are those who already have it from some

other source. We are not attracting people because we are paying them for not taking health insurance. When you end up with a guy getting \$16 per hour as opposed to \$13 and they are working alongside each other, they are not going to think this guy is getting \$16 because he is not taking health care.

Supv Kassel stated: That is why it has to be treated differently and perhaps separately as a quarterly payment.

Supv Berube stated: You want \$2 per hour.

On MOTION by *Supv Kassel*, seconded by *Supv Bokunic*, with all in favor, the District will offer an incentive of \$2 per hour for those employees who do not take health insurance, was approved.

Mr. Koncar asked: Is it effective immediately?

Supv Berube responded: Yes, next pay period. We need to talk to FRM on how we can segregate this and pay it as a bonus.

Supv Walls stated: I would suggest it become effective once it is worked out.

Supv Berube asked: Are we okay with paying it quarterly as a bonus?

Supv Kassel responded: Yes.

Mr. Koncar stated: You do not want to call it a bonus because under IRS rules, it is subject to a 25% surcharge.

Supv Berube stated: We will call it an adjustment.

Mr. Koncar stated: For the record, it is not a bonus.

Supv Berube stated: It will be effective next pay period subject to FRM needing to work it all out.

E. Facilities Usage Applications

i. Harmony School - Use of Pool for Swim Lessons - August & September 2018

Supv Berube stated: Harmony School use of pool for swim lessons for August and September 2018. We routinely accept these; is everybody okay with that?

[*The consensus was yes.*]

ii. Stacy Tiedeman - Use of Town Center for Wedding Ceremony - May 11, 2019

Supv Berube asked: Is there more behind this usage application or is just we want to plop down our chairs?

Mr. Koncar responded: They do not provide a lot of additional detail, but I would say it is what it says it is - usage for a wedding ceremony.

Mr. van der Snel stated: That is what they told me too; it is just the ceremony and they are going to have the party at the Champions Grill.

Supv Berube asked: For things like this do we charge a fee regardless?

Supv Walls responded: There is a fee schedule.

Supv Berube stated: It is a \$250 minimum. Is everyone okay with approving for the date and time at the \$250 minimum fee?

Supv Walls responded: I guess they do not have anything scheduled that far out at the HROA.

Supv Berube stated: It is approved, subject to payment of the fee.

EIGHTH ORDER OF BUSINESS

Topical Subject Discussion

A. Consolidation & Reconciliation of Utilities Invoices

[This item previously addressed.]

B. Consideration of Street Lights Buy-Down

Supv Berube stated: We still have some money left over this year and there is going to be money in the coming budget, but it is my recommendation that, until we work out the OUC fiasco, we do not move forward with buying down anymore.

Supv Kassel stated: We can revisit it in July.

NINTH ORDER OF BUSINESS

Supervisors' Requests

Supv Kassel stated: Mr. Qualls provided a memo and I would like you to include this in next month's agenda for discussion.

Supv Kassel asked: Did PoolWorks appear on the agenda?

Supv Berube responded: Yes, it is number ten.

Supv Kassel asked: And Davey?

Supv Berube responded: We will go into executive session.

Supv Kassel asked: Did the Girl Scout bench get put in?

Mr. van der Snel responded: Not yet because I ordered the benches and the card got declined. They are ordered just not processed. I have a new card now so I can complete the order and it will probably be four to six weeks before we get it.

Supv Kassel asked: What is the status of the Dog Park fence line shrubs? Has it been discussed?

Mr. van der Snel stated: I think there was an email exchanged about it, but I have not followed up.

Supv Kassel asked: I had a question about the damage to the fence that may not be our property. What is happening with that?

Supv Berube asked: The wooden fence?

Supv Kassel responded: There is damage to several wooden fences along that road?

Mr. van der Snel stated: At the garden entrance.

Supv Kassel stated: To the garden and RV parking. The one at Five Oaks and there is damage to the ones further down. I assume it is from the mulch truck.

Mr. van der Snel responded: Servello will take care of it; it is pending and I will keep an eye on it.

TENTH ORDER OF BUSINESS

Public Hearing: PoolWorks Contract

Supv Berube stated: We are going to open the public hearing to hear Ms. Rebecca Griffiths.

Ms. Rebecca Griffiths asked: Are you the Board?

Supv Berube responded: We are the Board and they are the professionals who keep us in line.

Mr. Qualls stated: Before we get started let me cover a little groundwork with all the legalese. Your Board made a decision on March 29, 2018 that you were going to withhold payment to PoolWorks based on certain deficiencies. You withheld the 150% in accordance with the Prompt Payment Act. As your Counsel, we notified PoolWorks on April 4, 2018 of your final decision. What your rules allow when a decision is made, a request be made by a substantially affected person within 14 days after written notice or published notice. PoolWorks met that timeline and requested a hearing. If a hearing is held, the Chair shall designate any Board member including the Chair to conduct the hearing and then there are rules for how to conduct the hearing. You can administer oaths and affirmations; you can rule upon offers of proof and receive relevant evidence. That is groundwork and if there are any questions that come up let us know. This hearing is the opportunity for PoolWorks to seek reconsideration of the final determination that you made. The final part is the Board must issue its Final Order within 45 days if the hearing is conducted by the Board. I think this is the first time we have had a hearing since I have been here and I thought it would useful to list the procedures.

Supv Berube stated: We have opened the public hearing and heard the details of how we got here. We are okay to proceed with her testimony, statement or whatever she wants to say.

Mr. Qualls stated: The rule says the Chair shall designate any member of the Board to conduct the hearing. You are supposed to designate someone, it can be you.

Ms. Griffiths stated: When we entered into this contract we had three bids, one to do the wading pool resurfacing and apply new finish. We had the bid to resurface the Swim Club pool and the wading pool as two separate bids and the bid to revamp your existing coping which was to involve re-grouting and some other basic work. It totaled almost \$44,000. Mr. van der Snel and I agreed we would do the work for \$40,000 and is what we entered the contract at. We received a \$20,000 down payment. We had issues on the job and I am not defending our position or the work we did, except to say out of the \$40,000 we have only been paid \$20,000. You presented a bid you got from a gentleman to remove the existing coping and install new travertine coping at near \$20,000. You seem like you run a tight ship and are fair and honest, but this just does not seem fair that we are getting penalized such a high amount. If you took the work out of the bid that was unacceptable it would be about \$7,000 which would leave a balance of \$13,000.

Supv Kassel stated: It cost us \$20,000 to do the work.

Ms. Griffiths stated: Our bid was not to replace your coping, we were going to make it look nicer which we did and you did not find acceptable. The \$20,000 is to install travertine marble, a brand new edge.

Supv Berube stated: There is more involved than just the coping.

Ms. Griffiths stated: Agreed.

Supv Berube stated: The tile surface, when you look at it, the grout line varies from very skinny to very fat, the corners are bad, the surface of the pool itself. There was a guy here the other day who had not been around in six months and said "*I thought you resurfaced the pool*". The surface of the pool does not look significantly different today than it did before. Part of that is because it did not get acid washed to expose the quartz. I know the contract did not call for acid washing.

Ms. Griffiths stated: It is a procedural matter; we do not agree on the acid washing theory. It makes the finish last longer and there are reasons for not doing this.

Supv Berube stated: The manufacturer, SGM and two others that I read, both recommend that after the pool is completed both said the recommended way of exposing the blue quartz is acid washing and the least recommended way is exactly how it was done, which was to put water in the pool, put acid in the water and brush it until you expose it. It was universal they all recommended acid wash and if the surface was not acceptable after the first acid wash to do it again to bring out the blue. It never got done and I will agree with you that it was not in the contract.

Ms. Griffiths stated: We acid washed the gutter and it came out bluer. We could come back and acid wash the pool now. My question to you is it \$13,000 deficient?

[Pictures of the work performed were reviewed.]

Supv Berube stated: There are other concerns that we had. The company that did it did not remove the ADA nor did they remove the ladders and rather sprayed around the ADA unit.

Ms. Griffiths stated: There were several deficiencies which we offered to repair and recompense for.

Supv Berube stated: This is one of the corners that is rough. This is the coping being referred to and this is the grout that was done. All of the dark brown area is grout carryover.

Ms. Griffiths stated: As I said, I am not defending that. I am saying if you take the coping issue out of the pricing issue.

Supv Kassel stated: We need to replace the tile because the grout is now in the tile.

Supv Berube stated: This is part of the complaint of why the coping needs to be replaced. This is all excess grout. When he smeared it in, he went under here for whatever reason. For the tile, this gap varies all the way around the pool. The tile becomes a problem because this is what the people see in the pool and it is failing; the grout is coming out. This is what this pool looked like last month. This is the tile work. The way this was before the gaps were all about ½ inch all the way around the pool and the tops of the tiles were all put in to meet the ½ inch gap steadily all the way around. You do not see a varying gap under the water, but you do see it up here. A chalk line should have been done along the top and the tops of the tiles should have been set so it is level and consistent leaving the bottoms to vary under the water line.

Ms. Griffiths stated: The coping was in place and we could not adjust the level of the coping. We were working and trying to do the best we could with that.

Supv Berube stated: The coping is flat and square all the way around the pool.

Ms. Griffiths stated: We should never have bid to repair the coping; we should have said to you we cannot do this work. The coping needs to be replaced which I think some of your other bids recommended and which you did not take.

Supv Berube stated: This was our problem with the coping, not this.

Ms. Griffiths stated: I agree it is not acceptable.

Supv Berube stated: Now we have coping; and I will give you credit, your guys came in and acid washed all of the top.

Ms. Griffiths stated: They tried to get rid of it.

Supv Berube stated: They spent a lot of time and a lot of money.

Ms. Griffiths stated: It is very porous and cannot be gotten rid of that way.

Supv Berube stated: Up here does not look bad, but the problem is people stand in this pool and look at this now. I understand you are saying that the cost to repair is more than what you bid that portion of the job at, but to fix this to the way it was before we have no choice, but to replace it. You just admitted we cannot clean this up to the condition it was before.

Ms. Griffiths stated: To your satisfaction. I do not understand why you are now upgrading your coping to travertine and my payment is getting withheld. That is a lot of money to my company; we are a small company with 14 people. That is bonuses for people.

Supv Berube stated: I don't disagree, however, we are spending public money and everything we do is judged and we have to get what we believe to be a quality job in exchange for the money.

Ms. Griffiths stated: If you feel that withholding the \$20,000 is a fair and honest way, an honorable way, to amend the situation, then that is what we will live with. We have no recourse, we have not filed a lien and we do not intend to, we do not operate that way. If you feel like that is fair, that is fine. I am here to say I do not feel like it is fair, but if that is your decision, that is your decision.

Supv Berube stated: Maybe it is not fair, but however, we do know that is what it is going to cost to restore, and we do not know what having coping like that put on, it just so happened they picked the travertine coping, whether that is more expensive and if it varies a couple of thousand dollars, we are still at the same point, and are going to replace the coping. We have to fix the tile lines and re-grout all of that to put this pool back. You are discounting the surface, lack of acid wash, and gutter issues. We have an estimate for \$19,886 just to fix the waterline issues.

Supv Walls stated: Aside from that, we have to take the pool out of service again and our residents will lose usage. The cost goes beyond just what we are going to have to pay somebody to pull that out and repair it.

Supv Kassel stated: We have also have our staff, Board, and legal fees, that we are having to pay because of the quality of the job that we would not have had to pay and are not being reimbursed for by you. We have to think about the cost of that as well.

Supv Walls stated: This will easily cost \$25,000 to \$30,000.

Supv Kassel stated: If the job had been done well we would not be replacing the coping and we would not have spent several thousand dollars on legal fees. Our Field Manager has spent a lot of time on this that he could have been spending on other things. It is not just the cost of replacing the coping; there are other costs that we have incurred. I do not know if you could think about taking that into consideration.

Ms. Griffiths stated: Certainly. As a business owner I completely understand. I have had a lot of unexpected costs in this job.

Supv Berube stated: You are not disagreeing that the quality of the job is less than stellar.

Ms. Griffiths stated: I agree. I think the finish is okay, if you want us to acid wash it and expose it to improve it, we will.

Supv Berube stated: We do not want to get into it anymore than we have to. We certainly do not want to shut down the pool at this time of the year. I was in the pool today and there were 80 people there. I was there yesterday in the rain, and until it really started raining there were 75 people there. School just got out and if we shut down the pool at this time of the year, there are going to be 500 people lined up at the next meeting. At this point we are saying we do not want to give you any money. You are saying that is an extreme measure to take.

Ms. Griffiths stated: I am just here to address the issue.

{Supv Berube, Ms. Griffiths, and Supv Kassel were all speaking.}

Ms. Griffiths stated: I do not want to leave the relationship in this way either.

Supv Berube stated: We have had you do work since, right?

Ms. Griffiths responded: No.

Supv Berube asked: We have not?

Ms. Griffiths responded: No.

Mr. van der Snel stated: You replaced light bulbs.

Ms. Griffiths stated: I do not want to leave it to where you need a lift cover, you need grids.

Supv Berube stated: The lift cover is minor. Tell us a number.

Supv Walls stated: I would rather not get into that. I think at this point, we paid \$20,000, we know we have almost \$20,000 worth of work left, we know we have additional cost on top of that, I think we leave it as is. I think it is more than fair from our side because we have to go back and do all the work again. We have to shut down the pool.

Supv Kassel stated: I do want to say I applaud you for coming to us and having a let us try to work together stance. I think it will go far in the future with us. There is a bit of doubt now with the work we can expect and that is only reasonable.

Supv Berube stated: We have never had a problem with their quality of work until this. My suspicion is you hired a sub-contractor that you may not have used before to do the surface and it did not go as well as we all expected. That is my guess and you do not have to comment on that, but I think this went bad and you did not anticipate that. Their quality of work for other things they have done for us and continue to do for us have been reasonably priced and I do not think we have had any gripes. We are okay with everything except for this. The real problem is the cost to restore - the undoing to redo something is expensive and that is what we are looking at here to put it back to the way it was.

Ms. Griffiths asked: Are you taking bids from any other contractor besides this guy?

Supv Berube responded: At this point, no. Do you want to bid on it?

Ms. Griffiths responded: Certainly; or I can recommend a couple of people to you to at least get a price comparison, as it seems pretty high. I do not know if we can install travertine for you, we never have previously, so I would be reluctant to be our guinea pig, but there are a couple of people I know in town who do it.

Supv Kassel stated: We have not accepted that bid.

Supv Walls stated: Supervisor Berube, I think it is an issue outside the scope of this.

Supv Berube stated: I understand. Did you want to add anything else?

Ms. Griffiths responded: No.

Supv Berube asked: Does anybody else on the Board want to comment?

[There were no further comments.]

Supv Berube asked: Counsel, as I understand the rules, we close the public hearing and make our decision at some point in the next 45 days?

Mr. Qualls stated: What the rules say is that since the Board conducted the hearing the Final Order has to be made within 45 days. A thought would be for your motion to be what your motion is, but then to direct us to prepare a draft Order because there are certain things which have to be found in the draft Order, submit it for you next month to make sure you approve, and you will still be within the 45 day timeframe.

Ms. Griffiths stated: For your sake please do not pay for that, we could done and you don't have to be charged again.

Supv Berube stated: It does not work that way.

Supv Berube MOVED to have District Counsel prepare a draft Order with the decision of the Board to be rendered at the next meeting, and will keep them within the 45-day time period.

Supv Berube stated: At this time we will close the public hearing. Kudos to you [Ms. Griffiths] for taking the time, and coming in.

Supv Bokunic seconded the prior motion, and with all in favor, the motion was approved.

Supv Kassel stated: I have one other item I forgot in my Supervisors' Request. Several residents have been coming to me about the fountains in the ponds. What, if any, innovative ideas could we come up with to get some fountains working again? Is there any interest in doing that?

Supv Walls asked: Did we not send a letter to ask the developer to remove them?

Supv Berube responded: The fountains are out of all of our ponds. The two remaining are in developer ponds. The one that draws the most interest is by Ashley Park because it is sitting there broken. The problem with the fountains was the ongoing electric costs to run them and the ongoing maintenance costs; it is expensive to have those repaired.

Supv Kassel stated: I think it would be helpful for the residents to understand the cost of an installation and what annual cost for maintaining the fountain in good repair, as well as, the utility cost. Maybe in your next report you could work up a schedule of costs associated with fountains.

Supv Walls asked: Is there anybody on the Board interested in putting in a fountain?

Mr. van der Snel responded: It is roughly \$5,000 to \$7,000 per year per fountain.

Supv Kassel asked: What if residents around the ponds came up with the funds to purchase a fountain, agreed to pay maintenance costs and the CDD pay for the utilities?

Supv Berube responded: You would have to set up a municipal services taxing unit to get the folks who agreed to pay for it, to continue paying for it.

Supv Walls stated: I am sure we do not have the authority to do that.

Supv Berube stated: That is the way you would have to handle that because it would be a very localized obligation for those residents. Is the question for the fountain at Ashley Park? I keep getting it too.

Supv Kassel responded: I have got it on several ponds. I am trying to think if there is some innovative way of working with the residents.

Supv Berube stated: Some people were not happy when the fountains came out. We can put fountains in the ponds, as many as you want and run them as long as you want, but we have a limited bucket of money. If it is the will of the Board and the residents to spend \$10,000 to run a fountain in a pond, but there are people who tell us all the time do not spend any more money and do not raise my fees. We go through a lot of work to keep those fees down. To your point, in a couple of years the street light buy downs are going to be done and will free up some capital.

Supv Kassel stated: I thought some of that capital was possibly going towards a community center.

Supv Berube stated: It may, it all depends on how you want to divvy up the funds. I have been listening, I hear it here and on the HROA side, and from what I can tell it is somewhere between five and ten people who really want fountains and all the rest either do not want them or do not care.

Supv Kassel stated: I would say it more like several hundred who really want fountains, but if they are willing to pay for them.

Supv Berube stated: Tell them it will be \$10,000 per year; that is a fair number.

Supv Kassel stated: I heard \$5,000 to \$7,000.

Mr. van der Snel stated: Per-pond.

Supv Bokunic asked: Can we get an accurate number?

Supv Berube asked: How do you get that?

Supv Bokunic responded: I do not know. Find out how much one costs and estimate it.

Supv Farnsworth asked: Is there any other District that has fountains that you can get their history on costs for running, maintaining, and installing? Are there communities that have fountains so they have some history?

Supv Kassel stated: That is all I was asking for.

Supv Farnsworth stated: It is not a commitment, but you would know where you are at.

Supv Kassel stated: Just so the residents can feel reasonably assured that we have a good idea of a cost so they can understand what kind of obligation they are asking us for.

Supv Farnsworth asked: Is that something you can do?

Mr. Koncar responded: We will bring it to the next meeting.

Supv Kassel stated: There is always the possibility of having some kind of agreement with the residents that they are willing to pay to put in the fountain, maintain it and pay the cost of running it. Is there a usage agreement for that?

Supv Berube asked: How do you do that? What happens when one resident sells his house and leaves; or two or three?

Supv Farnsworth responded: I do not think you want to go that route.

Supv Berube stated: It is a community thing.

Supv Farnsworth stated: If it is worth it for us to do it; then just do it.

Supv Berube stated: What will happen is if you get a resident group that maintains a fountain they are going to say that is my pond and fountain, I pay for that, stay away from it. You cannot have us versus them - it has to be universal. We will get the numbers.

SIXTH ORDER OF BUSINESS

Staff Reports (continued)

B. District Counsel

i. Report and Recommendations of Legal Complaint

Supv Berube asked: Are we going to go into executive session at this point?

Mr. Qualls responded: We are back to the District Counsel report and the item for the complaint that was filed. For this point I desire to advise the Board concerning active litigation and what that triggers under Florida Law is the ability to hold a closed meeting. I would recommend you announce that you are closing the public meeting that will be closed for approximately 10 or 15 minutes and say who will attend the meeting. Authorized to attend the meeting is the Board and District Counsel. We were required to advertise which we did on the website and we are required to have a certified court reporter here which we have.

Supv Berube stated: We are going to go into executive session to discuss a complaint and need to clear the room. Effectively, this is the end of the meeting because the next action is going to be to adjourn.

Mr. Qualls stated: You will open the meeting to take any decisive action.

[The meeting was convened.]

[The meeting was adjourned.]

Supv Berube stated: We are back on the record.

On MOTION by *Supv Bokunic*, seconded by *Supv Farnsworth*, with all in favor, authorizing the Board liaison, *Supv Walls*, to continue to confer with District Counsel and authorizing him to give any necessary direction to District Counsel to defend and dispose of this litigation and any related dispute with Davey in the best interest of the Board, was approved.

ELEVENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by *Supv Kassel*, seconded by *Supv Bokunic*, with all in favor, the meeting was adjourned.

Robert Koncar
Secretary

Steven Berube
Chairman

Fourth Order of Business

4A.

4Ai.

Servello & Sons Status Report a/o 6/18/2018

HARMONY CDD SCOPE OF SERVICE / FREQUENCY CHART

Frequency	Type of Service	7-May	14-May	21-May	28-May	4-Jun	11-Jun	18-Jun	25-Jun	EVENTS
Turf Mowing/Trim/Blow										
42 (per year)	Bahia	X	X	X	X	X	X	X	X	16 of 42
52 (per year)	Sports/Bermuda	X	X	X	X	X	X	X	X	16 of 52
42 (per year)	St. Augustine	X	X	X	X	X	X	X	X	17 of 42
12 (per year)	Meadow Grass Land	X	X	X	X	X	X	X	X	2 of 12
42 (per year)	Hard Surface Edging	X	X	X	X	X	X	X	X	17 of 42
18 (per year)	Soft Surface Edging	X	X	X	X	X	X	X	X	17 of 18
42 (per year)	Line Trimming	X	X	X	X	X	X	X	X	17 of 42
Turf Weed/Disease Control										
3 + 48hr Service call	Bahia					X	X	X		4 of 4
3 + 48hr Service call	Sports/Bermuda					X	X	X		6 of 4
3 + 48hr Service call	St. Augustine					X	X	X		4 of 4
Turf Fertilization										
3 + 48hr Service call	Bahia					X	X	X		3 of 3
3 + 48hr Service call	Sports/Bermuda					X	X	X		5 of 3
3 + 48hr Service call	St. Augustine					X	X	X		3 of 3
Turf Pest Control										
3 + 48hr Service call	Bahia									2 of 4
3 + 48hr Service call	Sports/Bermuda									2 of 4
3 + 48hr Service call	St. Augustine					X	X			2 of 4
1 (per year)	Top Choice						X			of 1
Shrub / Bed Detailing										
4 to 6 week rotation	Shrub Pruning	X	X	X	X	X	X	X	X	19 of 38
4 to 6 week rotation	Shape Ornamentals	X	X	X	X	X	X	X	X	19 of 38
4 to 6 week rotation	Ground Cover	X	X	X	X	X	X	X	X	19 of 38
4 to 6 week rotation	Remove Tree Suckers	X	X	X	X	X	X	X	X	18 of 37
4 to 6 week rotation	Weeding	X	X	X	X	X	X	X	X	18 of 37
4 to 6 week rotation	Trim POOL Palm Trees to 15'									0 of 12
Tree Pruning										
Maintain Height Only	7' Clearance Walkways	X	X	X	X	X	X	X		1 of 7
Maintain Height Only	15' Clearance Roadways	X	X	X	X	X	X	X		1 of 7
Tree / Shrub Care										
3 (per year)	Fertilization									1 of 3
6 (per year)	Inspect / Treat									1 of 6
Mulching										
1 (per year)	Beds / Tree Rings 2"	X	X	X	X					1 of 1
1 (per year)	Playgrounds	X	X	X	X					1 of 1
1 (per year)	Privacy Berms	X	X	X	X					1 of 1
Annual Flowers										
4 (per year)	Flowers(1600 per change out)						X	X		2 of 5
Week Number										
per/Year										

Tasks
Calendar Year 2018

Servello & Sons
Harmony CDD Grounds Maintenance
Supplemental Activities Summary

M A Y	Maintenance	
	Miscellanea	Treated all visible Ant mounds. Proposals 834 for \$799 and 835 for \$539 to install Jack Frost Ligustrums and Azaleas were approved by Gerhard.
	05/21/2018	
	Maintenance	
	Miscellanea	
	05/28/2018	
	Maintenance	
	Miscellanea	
J U N E	06/04/2018	
	Maintenance	
	Horticulture	Treating entire for weed and insect control in all areas of turf.
	Irrigation	
	Arborist	
	Requests	
	Proposals	Plants enhancements were approved and scheduled for the week of the 18th Proposal #835 and 834.
	Miscellanea	
	06/11/2018	
	Maintenance	
	Horticulture	Treating entire for weed and insect control in all areas of turf.
	Irrigation	
	Arborist	
	Requests	Crew pick up excessive storm debris, dead branches, leaves and etc..
	Proposals	Plants enhancements were approved and scheduled for the week of the 18th Proposal # 892
	Miscellanea	Annuals were installed
	06/18/2018	
	Maintenance	
	Horticulture	
	Irrigation	
	Arborist	
	Requests	
	Proposals	
	Miscellanea	
	06/25/2018	
	Maintenance	
	Miscellanea	

4Aii.



AUTHORIZATION TO PROCEED FOR THE 2018 HURRICANE SEASON

The 2018 Hurricane Season is upon us. In preparation for this season, we are sending all our valued *Servello Landscape Solutions* customers the Authorization to Proceed Form.

*Prices advertised are only for those who submit their Authorization to Proceed For the 2018 Hurricane Season. BONUS: Properties with submitted Authorizations will also benefit from Priority Attention in the order the Authorization Forms are received. If we do not have authorization, we cannot respond until we receive it.

Thank you very much for your cooperation.

AUTHORIZATION TO PROCEED FOR THE 2018 HURRICANE SEASON FORM

The undersigned, _____ (please print name and last name),
as an authorized agent for _____ (Property Name)

Hereby authorizes work to proceed based on \$55.00* per man hour and \$35.00* per hour for basic equipment costs. The use of the bucket will be \$65.00* per hour and \$55.00* per hour for the large loader. Dump fees will be assessed. All invoicing will be directly billed to the property and late fees will be applicable should payment exceed thirty (30) days.

The undersigned further releases *Servello Landscape Solutions* from subsequent damage in attempts to remove tree debris from vehicles, buildings, etc. resulting from hurricanes.

Signature

Date

4Aiii.



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

Proposal

Date	Proposal #
06/18/2018	951

Submitted To

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

Project

Harmony CDD
313 Campus Street
Celebration, FL 34747

Scope

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

Tree Trimming

The removal of (40) Pine trees that are declining due to pest insects (beetles) and the grinding of stumps off of Clay Brick near the High School tunnel.

With out the removal of these trees it could become a hazard.

Description	Quantity	Unit	Price
Pine Trees	40.00	Ea	5,500.00
Stump Grinding	40.00	Hr	2,000.00

Subtotal Tree Trimming	7,500.00
------------------------	----------

Project Total	\$7,500.00
---------------	------------

Proposal #951

Project Total

\$7,500.00

Terms & Conditions

Plant material is guaranteed for controlable insects and disease only when a horticulture program is in place through Servello & Son, Inc. Plant damage due to drought is only covered when an irrigation agreement is in place through Servello & Son, Inc. and the Client signs off on needed repairs as they are brought to the Clients attention. Servello & Son, Inc. will not be responsible for plant damage due to catastrophic events such as: Hurricanes, Floods, Fire, Lightning, Freeze, and severe drought (no recorded rainfall for 30 days). Irrigation parts will be guaranteed against defect and improper installation for a period of (1) one year.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications will be executed only upon written authorization and billed accordingly. Servello & Son, Inc. is a drug free workplace and carries workers compensation insurance.

By: _____ Accepted: _____
Servello & Son, Inc. Date Harmony CDD Date

The above prices, specifications and conditions are accepted. Not valid after 30 days. Full payment is due upon completion. All jobs equal to or totaling a price of \$10,000.00 and above: A minimum 40% draw is required to schedule and start the job.

4Aiv



261 SPRINGVIEW COMMERCE DR.
 Debary, FL 32713
 PHONE: 386-753-1100
 FAX: 386-753-1106

PROPOSAL

DATE	PROPOSAL #
3/13/2018	597

Revised 06/18/2018

NAME & ADDRESS Harmony CDD 313 Campus St. St. Cloud, Fl. 10177 Ex 63-110
--

SHIP TO ATTN: Gerhard van der Snel 407-301-2235

DESCRIPTION	QTY	AMOUNT
Dispose of dead/unwanted turf and install sod in various locations throughout the property. Removal and disposal fees included.		
Locations of sod replacement:		
Harmony Square	1200sqft	\$1,500.00
Five Oaks Eastside	4800sqft	\$6,000.00
Five Oaks Westside	3,000 sqft	\$3,750.00
Second Entrance	1,200 sqft	\$1,500.00
Clay Brick Rd	2, 650 sqft	\$3,312.50
Cat Brier	1,500 sqft	\$1,875.00
Big Dog Park	4000sqft	\$5,000.00
Beargrass Park	400sqft	\$500.00
Schoolhouse Rd (Zoysia Turf \$1.25 per sqft)	1,200 sqft	\$1,500.00
St. Augustine Turf	3,200 sqft	\$4,000.00
Oak Glen	800sqft	\$1,000.00
Buck Rd	1,000 sqft	\$1,250.00
Sundrop	800 sqft	\$1,000.00
Main Entrance	4000sqft	\$5,000.00
Contractor can not be held liable if new sod die due to lack of irrigation coverage or limited run times.		

Plant material is guaranteed for controlable insects and disease only when a horticulture program is in place through Servello & Son, Inc. Plant damage due to drought is only covered when an irrigation agreement is in place through Servcel,lo & Son, Inc. and the Client signs off on needed repairs as they are brought to the Clients attention. Servello & Son, Inc. will not be

responsible for plant damage due to catastrophic events such as: Hurricanes, Floods, Fire, Lightning, and severe drought (no recorded rainfall for 30 days). Irrigation parts will be guaranteed against defect and improper installation for a period of (1) one year.

The above prices, specifications and conditions are accepted. Not valid after 30 days. Full payment is due upon completion. All jobs equal to or totalling a price of \$10,000.00 and above: A minimum 40% draw is required to schedule and start the job.	TOTAL \$37,187.50
---	---------------------------------

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications will be executed only upon written authorization and billed accordingly. Servello & Son, Inc. is a drug free

Client Signature: _____

workplace and carries workers compensation insurance.

Servello & Son, Inc. *Scott Feliciano*

Sixth Order of Business

6B.

6B.i.

USER-SUPPORTED FACILITIES FINANCIALS

GARDEN

Annual Budgeted Income	\$2,350
Income Through 5/18	\$1,575 (\$233 OVER)
Annual Budgeted Expenses	\$2,000
Expenses Through 5/18	\$1,540 (\$373 OVER)

9 small plots @ \$25 (5 empty), 1 medium @ \$50 (empty), 30 large @ \$100 (8 empty). Garden has never been full since fees instituted in 2013. Max income at full is \$3,275.

PARKING FACILITY

Annual Budgeted Income	\$13,680
Income Through 5/18	\$ 6,349 (\$1,631 UNDER)
Annual Budgeted Expenses	\$ 1,385
Expenses Through 5/18	\$ 250 (\$558 UNDER)

PARKING ADMIN FEES

Annual Budgeted Income	\$ 150
Income Through 5/18	\$ 175 (\$88 OVER)

PRODUCT MIX SIZES

13x38, 9x38 (4), 9x37, 9x36(2), 9x35, 9x34, 9x31, 9x30(2), 9x29, 9x28, 9x27, 9x26(2), 9x25(8), 9x20(12).

All lots are currently priced at \$35 (+tax); max annual income is \$15,960 at current pricing. At 85% occupancy (current) income is \$13,440 annually. (Income is variable due to month-to-month leases which “roll” throughout the year. Current \$35 rate in place starting with 3/1/18 leases—which are 6 month duration.)

There are 14 sizes; logically, larger spaces should pay more. Based on that, and for simplicity, I suggest dividing the spaces into 3 groups: 180-252 sq/ft; 261-315 sq/ft and 324 sq/ft and larger. This breakdown puts 24 of the 38 spaces in the lowest price range, 6 in the mid range, and 8 in the highest price which naturally captures the large RVs and boats.

Suggested pricing as leases roll: Group A (smallest): \$40.00; Group B: \$45.00 and Group C:

\$50.00. This pricing scenario will produce \$19,610 annually at full occupancy or \$16,670 at 85% occupancy. Each renewal should be set to increase 5% at renewal.

Steve Berube 6/18/18

6B.ii.

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA
CIVIL DIVISION**

**THE DAVEY TREE EXPERT COMPANY, a
foreign corporation,**

Plaintiff,

Case No.: CACE-18-010640

v.

**HARMONY COMMUNITY DEVELOPMENT
DISTRICT, a special purpose district of the State
of Florida;**

Defendant.

_____ /

**DEFENDANT HARMONY COMMUNITY DEVELOPMENT DISTRICT’S MOTION
TO DISMISS FOR IMPROPER VENUE AND INCORPORATED MEMORANDUM OF
LAW**

Defendant, HARMONY COMMUNITY DEVELOPMENT DISTRICT, (hereinafter, “Harmony CDD” or the “District”), by and through undersigned counsel, pursuant to Fla. R. Civ. Pro. 1.140(b)(3), hereby files this Motion to Dismiss for Improper Venue, and states as follows:

1.# The Complaint filed by Plaintiff in this case alleges that Defendant, Harmony CDD, “is a limited special purpose governmental entity whose regional office is located at 210 N. University Dr., Coral Springs, FL 33071, Broward County, Florida.” Compl. at ¶ 4. Plaintiff therefore alleges that venue is proper in Broward County, Florida because the District “has and/or does usually keep an office for transaction of its customary business at the above location in Broward County, Florida.” *Id.* at ¶ 5.

2.# Defendant, Harmony CDD, is an independent, special purpose district created pursuant to Chapter 190, Florida Statutes. As such, Harmony CDD is a political subdivision of the State of Florida. *See* § 1.01(8), Fla. Stat. (“‘[P]olitical subdivision’ include[s] counties, cities, towns, villages, special tax school districts, special road and bridge districts, bridge districts, and ***all other districts in this state.***”) (emphasis added).

3.# Pursuant to Florida’s “home venue privilege,” venue in this case is only proper in Osceola County, Florida.

4.# The home venue privilege is a long-established principle of Florida common law which, absent waiver or exception, entitles the state or one of its agencies or subdivisions in civil actions to sue or be sued in the county where the agency or subdivision maintains its principle headquarters. *Carlile v. Game & Fresh Water Fish Comm’n*, 354 So. 2d 362, 363-64 (Fla. 1977); *Fla. Pub. Serv. Comm’n v. Triple “A” Enters., Inc.*, 387 So. 2d 940, 942 (Fla. 1980). The privilege is intended to promote orderly and uniform handling of state litigation and help minimize expenditure of public funds and manpower. *Carlile*, 354 So. 2d at 364.

5.# A trial court is bound to apply the home venue privilege unless it determines that a recognized exception applies. *Fla. Dep’t of Children & Families v. Sun-Sentinel, Inc.*, 865 So.2d 1278, 1288 (Fla. 2004). The Supreme Court of Florida has recognized four exceptions to the home venue privilege: (1) waiver, (2) the “sword wielder” exception (3) suit against the governmental defendant as a joint tortfeasor, and (4) petitions for access to public records. *Id.* at 1287-89.

6.# The governmental agency bears the initial burden of proving its entitlement to the home venue privilege. *Fish & Wildlife Conservation Comm’n v. Wilkinson*, 799 So. 2d 258, 260 (Fla. 2d DCA 2001). “The burden then shifts to the plaintiff to plead and prove” that an exception to the privilege applies. *Id.* at 261. Only if the plaintiff pleads sufficient allegations and

proves that an exception exists must the governmental agency present conflicting evidence on the issue. *Id.*

7.# The boundaries of Harmony CDD are completely located within Osceola County, Florida. *See* Attachment A (Osceola County Resolutions Establishing District Boundaries).

8.# Harmony CDD has an elected Board of Supervisors, which shall exercise all powers granted to the District by law. *See* § 190.006, Fla. Stat.

9.# The Board of Supervisors of Harmony CDD is required by statute to have a “District Manager,” whose role is to “have charge and supervision of the works of the district...” § 190.007(1), Fla. Stat. Harmony CDD sub-contracts with a management company called Inframark as its District Manager. *See* Attachment B (Inframark Affidavit).

10.# All publicly noticed meetings of Harmony CDD are conducted at the Harmony Golf Preserve Clubhouse, 7251 Five Oaks Drive, Harmony, FL 34773, which is located within the District and within Osceola County, Florida. The Board of Supervisors and District Managers, among others, attend the public meetings at this location. *See* Attachment B. The District is required by statute to hold its publicly noticed meetings within Osceola County. *See* §§ 189.015(3), 190.011(6), Fla. Stat.

11.# Harmony CDD’s District Office (its main office location during all times other than publicly noticed meetings) is located at 313 Campus Street, Celebration, FL 34747, Osceola County. *See* Attachment B. This is the office that Harmony CDD is required by statute to maintain within the county of which the District is located and which is reasonably accessible to landowners. *See* § 190.011(6), Fla. Stat.

12.# The “Regional Office” listed on the Harmony CDD website, 210 N. University Dr., Coral Springs, FL 33071, is not a regional office of the District. It is a regional office of Inframark.

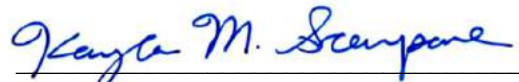
It is not the principle headquarters of the District. The address was listed on Harmony CDD's website as an additional point of contact for the District Manager, Inframark. *See* Attachment B.

13.# None of the recognized exceptions to the home venue privilege exist in this case.

14.# Accordingly, pursuant to the home venue privilege, venue of this case is only proper in the county in which Harmony CDD maintains its principle headquarters: Osceola County, Florida.

WHEREFORE, Defendant, Harmony CDD, respectfully requests that this Court dismiss this case pursuant to Fla. R. Civ. P. 1.140(b)(3) for improper venue, or alternatively, transfer the case to the Circuit Court of the Ninth Judicial Circuit, in and for Osceola County, Florida.

Respectfully submitted this 4th day of June 2018.



Timothy R. Qualls, Esquire

Fla. Bar No. 15658

Kayla M. Scarpone, Esquire

Fla. Bar No. 0113606

Young Qualls, P.A.

216 South Monroe Street

Tallahassee, Florida 32301

Telephone: (850) 222-7206

Facsimile: (850) 561-6834

Email: tqualls@yvlaw.net,

kscarpone@yvlaw.net

Secondary Email:

stalevich@yvlaw.net

*Attorneys for Defendant, Harmony
Community Development District*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 4th day of June 2018, a true and correct copy of the foregoing was filed via the E-Portal which will electronically serve a copy to all parties registered for electronic service.



Kayla M. Scarpone, Esquire

Attachment A

**BOARD OF COUNTY COMMISSIONERS OF
OSCEOLA COUNTY**

ORDINANCE 05-02

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA, PERTAINING TO THE HARMONY COMMUNITY DEVELOPMENT DISTRICT; AMENDING ORDINANCES 00-05; 00-16 AND 01-35 TO PROVIDE FOR A REVISED LEGAL DESCRIPTION OF THE BOUNDARIES OF THE DISTRICT AND FOR THE EXPANSION OF THE DISTRICT BY APPROXIMATELY 27.54 ACRES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Harmony Community Development District ("District") has been created by law and established on the property pursuant to Osceola County Ordinance 00-05, adopted February 28, 2000, effective on March 6, 2000, and having given consent to the District's exercise of certain special charter powers pursuant to Osceola County Ordinance 00-16, adopted September 11, 2000, effective on September 14, 2000, and expanding the boundaries of the District by approximately 3.5 acres by Osceola County Ordinance 01-35, adopted September 27, 2001 effective October 1, 2001; and

WHEREAS, the District is active and is in good legal standing;

WHEREAS, the District has petitioned the County to amend the boundaries of the District to incorporate an expansion legal description and to expand the District thereby by approximately 27.54 acres by and through the filing with the County of a Petition to Amend Osceola County Ordinance 00-05, 00-16 and 01-35 to Expand the External Boundaries of the Harmony Community Development District ("Petition") on or about September 28, 2004; and

WHEREAS, the Board, after proper published notice, conducted a public hearing as required by law and finds that:

1. The Petition is complete in that it meets the requirements of sections 190.046 and section 190.005(1)(a)1. and 8., Florida Statutes (2000); and, statements contained in the Petition are true and correct;

2. The appropriate staff of Osceola County have reviewed and approved the petition;

3. The increase by approximately 27.54 acres in the land area served by the District does not modify the plan of development for the community development within the District, nor does it alter or amend the County's consideration of the factors set forth in section 190.005(1)(e), Florida Statutes, set forth in Ordinances 00-05 , 00-16 and 01-35 and which considerations are hereby reincorporated wholly herein by reference; and

4. The Petition should be granted.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Osceola County that:

SECTION ONE: AUTHORITY FOR ORDINANCE

This Ordinance is adopted pursuant to section 190.046(1)(b), Florida Statutes.

SECTION TWO: EXPANSION OF THE DISTRICT

The District's existing legal description of its boundaries, incorporated into both Osceola County Ordinance 00-05, 00-16 and 01-35, is hereby amended to expand the District by approximately 27.54 acres pursuant to its corrected legal description which is attached hereto and incorporated herein as Exhibit 'A'.

SECTION THREE: CONFLICT AND SEVERABILITY

In the event this Ordinance conflicts with any other ordinances or resolutions of Osceola County or applicable law, the more restrictive shall apply. If any phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion

shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion.

SECTION FOUR: EFFECTIVE DATE

This Ordinance shall become effective upon filing with the office of the Secretary of State for Florida.

PASSED AND DULY ADOPTED by the Board of County Commissioners of Osceola County, Florida this 3 day of January 2005.

BOARD OF COUNTY COMMISSIONERS OF
OSCEOLA COUNTY, FLORIDA.

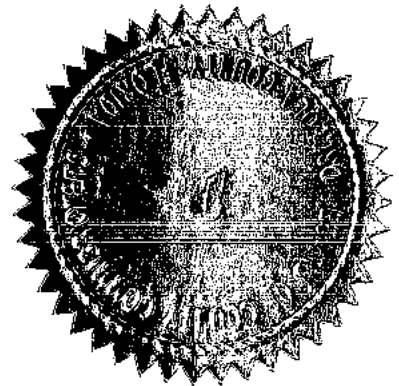
By: _____

Chair

ATTEST

By: _____

Clerk/Deputy Clerk



NOTICE THAT THIS ORDINANCE HAS BEEN
FILED WITH THE FLORIDA STATE BUREAU
OF ADMINISTRATIVE CODE.

ON January 10, 2005

BY _____

DEPUTY CLERK OF THE BOARD

LEGAL DESCRIPTION - EXPANSION AREA ONLY

A PARCEL OF LAND LYING IN A PORTION OF SECTION 20, TWP. 26 S., RGE. 32 E., OSCEOLA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northwest Corner of Golf Course Tract-2, BIRCHWOOD GOLF COURSE, as filed and recorded in Plat book 15, Pages 139 thru 151 of the Public Records of Osceola County, Florida, thence S44°31'06"E, along the North line of said Golf course Tract-2, a distance of 230.80 Feet; thence N47°17'35"E, a distance of 1,650.55 Feet to the POINT OF BEGINNING; thence N71°52'29"W, a distance of 281.42 Feet; thence S36°44'46"W, a distance of 24.87 Feet; thence N19°24'01"W, a distance of 28.74 Feet; thence N17°28'45"E, a distance of 69.28 Feet; thence N21°52'35"E, a distance of 114.36 Feet; thence N16°47'15"E, a distance of 35.29 Feet; thence N57°16'34"W, a distance of 34.79 Feet; thence N79°07'01"W, a distance of 64.43 Feet; thence N56°10'56"W, a distance of 45.81 Feet; thence N41°57'26"W, a distance of 62.02 Feet; thence N49°52'48"W, a distance of 63.52 Feet; thence N43°45'11"W, a distance of 49.51 Feet; thence N36°56'21"E, a distance of 43.05 Feet; thence S79°01'14"E, a distance of 76.46 Feet; thence N78°18'38"E, a distance of 48.53 Feet; thence S82°45'34"E, a distance of 77.27 Feet; thence S72°54'13"E, a distance of 76.22 Feet; thence S47°26'59"E, a distance of 63.43 Feet; thence S66°39'29"E, a distance of 75.78 Feet; thence S88°31'47"E, a distance of 39.23 Feet; thence N54°29'17"E, a distance of 27.29 Feet; thence N16°23'31"E, a distance of 40.73 Feet; thence N38°30'07"W, a distance of 79.60 Feet; thence N38°52'04"W, a distance of 73.62 Feet; thence N19°54'05"W, a distance of 69.78 Feet; thence N21°40'03"E, a distance of 66.17 Feet; thence N17°35'56"E, a distance of 89.15 Feet; thence N73°25'07"E, a distance of 45.14 Feet; thence N63°00'36"E, a distance of 62.20 Feet; thence N62°54'30"E, a distance of 88.62 Feet; thence N42°45'18"E, a distance of 66.43 Feet; thence N54°05'27"E, a distance of 75.16 Feet; thence N70°28'53"E, a distance of 81.49 Feet; thence N53°40'50"E, a distance of 37.53 Feet; thence N18°28'09"E, a distance of 40.82 Feet; thence N16°51'36"W, a distance of 44.95 Feet; thence N30°15'46"W, a distance of 48.82 Feet; thence N37°37'20"W, a distance of 65.82 Feet; thence N21°17'01"W, a distance of 51.62 Feet; thence N51°24'58"W, a distance of 46.52 Feet; thence N37°07'35"W, a distance of 36.72 Feet; thence N16°50'45"W, a distance of 58.14 Feet; thence N38°18'38"W, a distance of 52.44 Feet; thence N28°47'18"W, a distance of 80.22 Feet; thence N34°42'15"W, a distance of 76.53 Feet; thence N26°48'39"W, a distance of 146.15 Feet; thence N23°43'08"W, a distance of 74.52 Feet; thence N23°23'13"W, a distance of 53.10 Feet; thence N09°11'18"E, a distance of 54.32 Feet; thence N69°11'27"E, a distance of 135.30 Feet; thence S68°53'04"E, a distance of 105.24 Feet; thence S50°08'36"E, a distance of 49.09 Feet; thence S46°06'34"E, a distance of 65.70 Feet; thence S46°16'18"E, a distance of 114.83 Feet; thence S42°39'45"E, a distance of 63.76 Feet; thence S49°46'55"E, a distance of 32.97 Feet; thence S33°06'13"E, a distance of 134.71 Feet; thence S19°11'01"E, a distance of 78.61 Feet; thence S23°18'52"E, a distance of 139.63 Feet; thence S35°11'54"E, a distance of 52.97 Feet; thence S34°27'00"E, a distance of 69.99 Feet; thence S27°46'55"E, a distance of 83.58 Feet; thence S25°29'04"E, a distance of 49.44 Feet; thence S26°04'50"E, a distance of 117.32 Feet; thence S32°13'27"E, a distance of 51.21 Feet; thence S13°29'17"E, a distance of 62.51 Feet; thence S18°29'33"E, a distance of 75.16 Feet; thence S29°14'10"E, a distance of 50.99 Feet; thence S28°49'01"E, a distance of 114.70 Feet; thence S23°17'45"E, a distance of 103.79 Feet; thence S26°53'06"E, a distance of 113.14 Feet; thence S11°52'11"E, a distance of 85.32 Feet; thence S28°01'08"W, a distance of 67.30 Feet; thence S36°24'51"E, a distance of 20.08 Feet; thence S87°07'49"E, a distance of 47.27 Feet; thence S27°12'00"W, a distance of 73.23 Feet; thence N64°13'58"W, a distance of 21.01 Feet; thence S54°52'16"W, a distance of 55.04 Feet; thence N80°21'14"W, a distance of 37.10 Feet; thence S61°37'25"W, a distance of 48.51 Feet; thence S50°27'00"W, a distance of 31.97 Feet; thence S57°52'17"W, a distance of 46.03 Feet; thence S77°35'13"W, a distance of 45.87 Feet; thence S07°14'09"W, a distance of 41.29 Feet; thence S78°11'30"W, a distance of 22.01 Feet; thence N22°15'56"W, a distance of 27.48 Feet; thence N28°37'27"W, a distance of 59.66 Feet; thence N52°13'55"W, a distance of 44.94 Feet; thence N86°09'42"W, a distance of 23.13 Feet; thence S54°11'10"W, a distance of 30.64 Feet; thence S61°49'06"W, a distance of 77.67 Feet; thence S62°40'09"W, a distance of 55.28 Feet; thence S62°35'39"W, a distance of 37.79 Feet; thence S81°48'40"W, a distance of 27.08 Feet; thence S74°47'27"W, a distance of 50.75 Feet; thence N71°17'46"W, a distance of 64.80 Feet; thence N49°49'43"W, a distance of 52.42 Feet; thence N34°42'30"W, a distance of 123.29 Feet; thence N72°29'00"W, a distance of 41.56 Feet; thence S52°48'21"W, a distance of 68.11 Feet; thence S37°57'59"W, a distance of 74.92 Feet; thence S21°58'04"W, a distance of 61.38 Feet; thence S14°02'40"W, a distance of 40.84 Feet; thence S36°03'31"W, a distance of 57.78 Feet; thence S30°18'03"E, a distance of 8.52 Feet to the POINT OF BEGINNING.

Containing 27.54 Acres, more or less.

Exhibit 2A
HARMONY
COMMUNITY DEVELOPMENT DISTRICT
Osceola County, Florida



N.T.S.



230 East Monument Ave., Suite B
 Kissimmee, Florida 34741

REVISED CDD LEGAL DESCRIPTION
JULY 2004

A parcel of land lying in portions of Sections 24 and 25, T 26 S, R 31 E and Sections 19, 20, 29, 30, 31 and 32, T 26 S, R 32 E, Osceola County, Florida, being more particularly described as follows: Commence at the Southwest corner of Section 30, T 26 S, R 32 E (being a found 4" X 4" concrete monument), run N. 00° 27' 29" W., along the West line of said Section 30, 2116.59 feet to a point on the Southerly Right of Way line of State Road No. 500 (being a found 4" X 4" concrete monument, with the top broken); thence continue N. 00° 27' 29" W., 76.29 feet to a point on the Northerly Right of Way line of said State Road No. 500; also being the Point of Beginning; thence N.60°13'23"W., a distance of 1,004.40 feet to a point of curve to the right having a radius of 3,786.83 feet, a central angle of 14°32'15", and a chord bearing of N.52°57'16"W., 958.25 feet; thence northwesterly along the arc a distance of 960.82 feet; thence N.74°13'35"E., a distance of 19.99 feet; thence continue easterly along said line, a distance of 52.83 feet; thence N.86°39'44"E., a distance of 46.70 feet; thence N.67°55'33"E., a distance of 44.33 feet; thence N.40°27'24"E., a distance of 47.08 feet; thence N.29°24'37"E., a distance of 114.95 feet; thence N.46°10'04"E., a distance of 45.80 feet; thence N.82°04'45"E., a distance of 52.12 feet; thence S.60°31'56"E., a distance of 49.70 feet; thence S.24°48'26"E., a distance of 47.74 feet; thence S.06°46'14"E., a distance of 53.69 feet; thence S.49°19'43"E., a distance of 26.55 feet; thence S.50°30'42"E., a distance of 199.26 feet; thence S.69°32'18"E., a distance of 37.49 feet; thence N.28°10'07"E., a distance of 81.94 feet; thence N.46°39'34"E., a distance of 37.99 feet; thence N.81°44'12"E., a distance of 34.19 feet; thence S.73°24'27"E., a distance of 38.25 feet; thence S.76°15'31"E., a distance of 141.81 feet; thence N.89°56'08"E., a distance of 193.97 feet; thence N.74°42'16"E., a distance of 194.59 feet; thence N.41°25'54"E., a distance of 76.49 feet; thence N.00°01'04"E., a distance of 163.97 feet; thence N.09°49'03"W., a distance of 383.06 feet; thence N.15°23'23"W., a distance of 303.63 feet; thence N.05°05'15"W., a distance of 224.32 feet; thence N.01°10'32"E., a distance of 145.00 feet; thence N.17°58'43"E., a distance of 193.59 feet; thence N.18°34'52"E., a distance of 168.84 feet; thence N.15°47'03"W., a distance of 357.00 feet; thence N.20°53'30"W., a distance of 335.24 feet; thence N.05°57'55"W., a distance of 60.92 feet; thence N.26°52'00"E., a distance of 72.71 feet; thence N.61°02'00"E., a distance of 47.84 feet; thence N.76°44'45"E., a distance of 110.72 feet; thence N.72°42'20"E., a distance of 120.32 feet; thence S.77°41'35"E., a distance of 99.75 feet; thence S.71°00'45"E., a distance of 115.03 feet; thence S.64°04'34"E., a distance of 121.52 feet; thence S.73°52'55"E., a distance of 373.73 feet; thence S.77°46'51"E., a distance of 378.59 feet; thence S.77°14'21"E., a distance of 206.57 feet; thence S.89°48'15"E., a distance of 225.50 feet; thence N.88°05'24"E., a distance of 223.48 feet; thence N.79°47'00"E., a distance of 215.76 feet; thence N.71°31'22"E., a distance of 221.04 feet; thence N.65°31'36"E., a distance of 260.93 feet; thence N.72°24'07"E., a distance of 191.13 feet; thence N.80°28'00"E., a distance of 314.47 feet; thence S.81°33'40"E., a distance of 210.19 feet; thence S.63°38'11"E., a distance of 145.36 feet; thence S.48°41'42"E., a distance of 151.51 feet; thence S.47°07'37"E., a distance of 206.14 feet; thence S.67°16'54"E., a distance of 140.62 feet; thence S.85°22'43"E., a distance of 196.16 feet; thence N.78°57'37"E., a distance of 160.51 feet; thence N.45°52'34"E., a distance of 100.47 feet; thence N.06°07'18"E., a distance of 183.68 feet; thence N.04°22'07"W., a distance of 221.51 feet; thence S.84°38'10"E., a distance of 193.13 feet; thence S.07°16'24"E., a distance of 254.90 feet; thence S.77°49'02"E., a distance of 122.23 feet; thence N.79°04'37"E., a distance of 129.36 feet; thence S.81°34'02"E., a distance of 148.43 feet; thence N.78°59'05"E., a distance of 230.41 feet; thence N.75°58'32"E., a distance of 255.49 feet; thence N.82°27'43"E., a distance of 143.27 feet; thence N.40°02'32"E., a distance of 91.96 feet; thence N.26°34'31"E., a distance of 103.93 feet; thence N.68°16'00"E., a distance of 82.12 feet; thence S.68°32'11"E., a distance of 129.70 feet; thence N.79°31'39"E., a distance of 69.41 feet; thence S.65°08'05"E., a distance of 65.06 feet; thence S.29°16'47"E., a distance of 76.57 feet; thence S.65°38'28"E., a distance of 131.26 feet; thence N.82°33'59"E., a distance of 102.70 feet; thence S.69°49'34"E., a distance of 91.03 feet; thence S.89°40'07"E., a distance of 89.03 feet; thence N.70°55'38"E., a distance of 83.19 feet; thence S.89°22'59"E., a distance of 221.92 feet; thence S.69°59'35"E., a distance of 98.46 feet; thence S.60°24'46"E., a distance of 184.64 feet; thence S.46°10'44"E., a distance of 142.24 feet; thence S.38°35'23"W., a distance of 91.08 feet; thence S.23°01'48"E., a distance of 32.07 feet; thence S.68°58'58"E., a distance of 56.41 feet; thence S.30°04'49"E., a distance of 56.06 feet; thence S.17°19'41"W., a distance of 79.33 feet; thence S.43°27'17"W., a distance of 80.28 feet; thence S.23°20'46"W., a distance of 136.67 feet; thence S.39°31'49"W., a distance of 88.43 feet; thence S.64°16'07"W., a distance of 145.65 feet; thence S.41°38'31"W., a distance of 55.43 feet; thence S.07°17'01"W., a distance of 78.29 feet; thence S.26°24'12"W., a distance of 71.91 feet; thence S.48°50'35"W., a distance of 147.15 feet; thence S.11°00'14"E., a distance of 74.42 feet; thence S.12°36'48"W., a distance of 79.78 feet; thence S.28°27'24"W., a distance of 122.76 feet; thence S.32°23'00"W., a distance of 268.90 feet; thence S.19°27'38"W., a distance of 84.25 feet; thence S.05°42'21"W., a distance of 78.38 feet; thence S.07°19'39"W., a distance of 126.97 feet; thence S.29°53'06"W., a distance of 150.93 feet; thence S.32°03'36"W., a distance of 198.15 feet; thence S.37°15'55"W., a distance of 120.01 feet; thence S.44°53'57"W., a distance of 190.75 feet; thence S.54°43'51"W., a distance of 209.32 feet; thence S.64°43'47"W., a distance of 197.54 feet; thence S.72°36'17"W., a distance of 190.31 feet; thence S.77°06'35"W., a distance of 183.44 feet; thence S.53°38'56"W., a distance of 167.36 feet; thence S.29°25'34"W., a distance of 164.56 feet; thence S.05°48'45"W., a distance of 159.14 feet; thence S.10°15'19"E., a distance of 189.83 feet; thence S.42°49'07"E., a distance of 288.98 feet; thence S.38°19'26"E., a distance of 267.38 feet; thence S.38°16'44"E., a distance of 330.61 feet; thence S.37°24'44"E., a distance of 317.44 feet; thence N.59°19'00"E., a distance of 97.26 feet; thence N.03°19'11"E., a distance of 154.72 feet; thence N.28°04'58"E., a distance of 115.87 feet; thence N.62°00'21"E., a distance of 139.54 feet; thence N.85°46'15"E., a distance of 134.79 feet; thence S.64°35'35"E., a distance of 101.32 feet; thence S.46°36'27"E., a distance of 161.64 feet; thence N.50°08'19"E., a distance of 175.86 feet; thence N.66°49'55"W., a distance of 70.74 feet; thence N.35°28'27"W., a distance of 147.51 feet; thence N.26°58'59"W., a distance of 225.93 feet; thence N.26°32'21"W., a distance of 164.57 feet; thence N.14°54'44"W., a distance of 96.45 feet; thence N.23°29'05"E., a distance of 68.20 feet; thence

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Exhibit 2B
HARMONY
COMMUNITY DEVELOPMENT DISTRICT
Osceola County, Florida



N.T.S.



230 East Montmart Ave., Suite B
Kissimmee, Florida 34741

N.29°13'57"E., a distance of 76.89 feet; thence N.14°57'11"E., a distance of 115.23 feet; thence N.39°34'46"E., a distance of 97.95 feet; thence N.16°22'07"E., a distance of 76.52 feet; thence N.08°42'07"E., a distance of 126.60 feet; thence N.31°49'06"E., a distance of 104.86 feet; thence N.56°51'04"E., a distance of 133.71 feet; thence N.76°16'42"E., a distance of 122.54 feet; thence N.26°32'59"E., a distance of 109.00 feet; thence N.55°54'46"E., a distance of 157.23 feet; thence N.07°05'59"E., a distance of 43.40 feet; thence N.22°28'06"W., a distance of 136.76 feet; thence N.35°45'17"W., a distance of 204.88 feet; thence N.49°43'05"W., a distance of 125.18 feet; thence N.15°22'36"W., a distance of 72.78 feet; thence N.06°45'32"E., a distance of 95.03 feet; thence N.25°50'31"E., a distance of 125.55 feet; thence N.32°58'21"E., a distance of 244.53 feet; thence N.25°27'47"E., a distance of 184.39 feet; thence N.24°40'25"E., a distance of 162.54 feet; thence N.33°56'09"E., a distance of 209.31 feet; thence N.33°09'35"E., a distance of 230.29 feet; thence N.62°58'04"E., a distance of 89.27 feet; thence S.86°48'49"E., a distance of 35.96 feet; thence N.01°26'05"E., a distance of 48.79 feet; thence N.30°31'39"E., a distance of 116.31 feet; thence N.48°12'58"E., a distance of 120.58 feet; thence N.23°27'45"E., a distance of 135.04 feet; thence N.15°08'58"W., a distance of 110.36 feet; thence N.25°28'12"W., a distance of 244.31 feet; thence N.28°06'13"W., a distance of 172.87 feet; thence N.07°32'42"W., a distance of 154.27 feet; thence N.03°28'37"E., a distance of 117.54 feet; thence N.22°19'02"W., a distance of 78.40 feet; thence N.30°52'36"W., a distance of 144.54 feet; thence N.15°36'17"W., a distance of 150.68 feet; thence N.00°09'12"E., a distance of 160.40 feet; thence N.33°49'20"E., a distance of 47.85 feet; thence N.68°41'58"E., a distance of 50.49 feet; thence N.71°42'50"E., a distance of 81.17 feet; thence N.59°09'20"E., a distance of 121.60 feet; thence N.84°51'29"E., a distance of 106.60 feet; thence S.70°25'07"E., a distance of 119.57 feet; thence S.68°47'05"E., a distance of 293.37 feet; thence S.45°08'54"E., a distance of 59.39 feet; thence S.18°03'36"E., a distance of 205.37 feet; thence S.53°04'49"E., a distance of 53.52 feet; thence S.82°33'13"E., a distance of 123.38 feet; thence S.67°20'19"E., a distance of 125.97 feet; thence S.42°31'13"E., a distance of 98.20 feet; thence S.16°52'48"E., a distance of 60.02 feet; thence S.32°50'43"W., a distance of 55.58 feet; thence S.73°19'14"W., a distance of 32.39 feet; thence S.87°58'04"W., a distance of 154.06 feet; thence S.41°23'51"W., a distance of 46.70 feet; thence S.10°15'13"E., a distance of 71.86 feet; thence S.59°09'03"E., a distance of 132.74 feet; thence N.84°08'38"E., a distance of 46.37 feet; thence N.36°44'46"E., a distance of 227.34 feet; thence S.71°52'29"E., a distance of 403.14 feet; thence N.82°00'50"E., a distance of 53.60 feet; thence S.38°44'39"E., a distance of 118.22 feet; thence S.63°38'06"E., a distance of 107.96 feet; thence S.82°29'54"E., a distance of 91.47 feet; thence S.37°47'10"E., a distance of 53.12 feet; thence N.83°46'44"E., a distance of 108.72 feet; thence S.87°41'29"E., a distance of 100.10 feet; thence N.64°38'19"E., a distance of 464.69 feet; thence N.89°16'17"E., a distance of 86.03 feet; thence S.51°36'34"E., a distance of 71.23 feet; thence S.14°23'47"E., a distance of 141.83 feet; thence S.08°24'31"W., a distance of 97.45 feet; thence S.56°19'40"W., a distance of 54.91 feet; thence S.80°37'00"W., a distance of 126.99 feet; thence S.43°08'49"E., a distance of 111.73 feet; thence S.07°20'59"E., a distance of 113.82 feet; thence S.27°01'32"W., a distance of 103.02 feet; thence S.41°29'41"W., a distance of 119.95 feet; thence S.61°00'10'24"W., a distance of 219.05 feet; thence S.14°22'52"W., a distance of 149.33 feet; thence S.03°40'58"W., a distance of 134.37 feet; thence S.01°27'42"W., a distance of 186.11 feet; thence S.05°51'20"E., a distance of 144.67 feet; thence S.13°24'51"W., a distance of 83.29 feet; thence S.55°21'32"W., a distance of 73.01 feet; thence S.66°00'55"W., a distance of 135.99 feet; thence S.71°07'29"W., a distance of 169.55 feet; thence S.03°12'02"E., a distance of 30.53 feet; thence S.09°13'06"E., a distance of 102.63 feet; thence S.09°07'35"W., a distance of 117.47 feet; thence S.02°58'22"E., a distance of 51.08 feet; thence S.17°51'11"E., a distance of 104.63 feet; thence S.16°17'00"E., a distance of 358.03 feet; thence S.10°05'02"E., a distance of 162.39 feet; thence S.03°39'27"W., a distance of 197.38 feet; thence S.16°51'49"W., a distance of 148.41 feet; thence S.23°51'07"W., a distance of 878.40 feet; thence S.33°38'52"W., a distance of 118.39 feet; thence S.83°42'53"W., a distance of 118.24 feet; thence S.06°53'47"W., a distance of 103.56 feet; thence S.23°49'34"W., a distance of 233.30 feet; thence S.43°12'56"W., a distance of 204.79 feet; thence S.55°45'48"W., a distance of 174.66 feet; thence S.24°17'36"E., a distance of 221.13 feet; thence S.23°23'54"W., a distance of 129.21 feet; thence N.84°58'18"W., a distance of 148.70 feet; thence S.81°37'01"W., a distance of 365.07 feet; thence N.54°09'54"W., a distance of 194.69 feet; thence S.50°56'07"W., a distance of 56.06 feet; thence S.13°18'43"W., a distance of 225.35 feet; thence N.80°13'47"E., a distance of 153.38 feet; thence S.76°14'33"E., a distance of 145.22 feet; thence S.65°22'29"E., a distance of 124.00 feet; thence S.35°13'45"E., a distance of 104.11 feet; thence S.02°14'08"W., a distance of 58.30 feet; thence S.02°19'27"W., a distance of 90.74 feet; thence S.85°05'17"W., a distance of 166.46 feet; thence N.67°11'31"W., a distance of 138.10 feet; thence N.84°08'17"W., a distance of 106.42 feet; thence S.62°39'24"W., a distance of 75.70 feet; thence S.10°57'22"W., a distance of 49.06 feet; thence S.50°05'40"W., a distance of 156.67 feet; thence S.85°45'45"W., a distance of 77.83 feet; thence S.42°46'38"W., a distance of 146.62 feet; thence N.42°31'21"W., a distance of 165.33 feet; thence N.18°00'29"W., a distance of 510.78 feet; thence N.00°46'35"W., a distance of 120.44 feet; thence N.77°00'27"W., a distance of 93.95 feet; thence S.41°23'28"W., a distance of 271.07 feet; thence S.50°13'07"W., a distance of 212.96 feet; thence S.60°53'42"W., a distance of 221.24 feet; thence S.38°17'29"E., a distance of 205.40 feet; thence S.84°56'38"E., a distance of 254.32 feet; thence S.70°17'22"E., a distance of 363.80 feet; thence S.30°48'39"E., a distance of 168.60 feet; thence N.79°42'48"E., a distance of 224.81 feet; thence S.54°47'14"E., a distance of 115.98 feet; thence S.89°58'07"E., a distance of 115.42 feet; thence N.39°35'05"E., a distance of 200.09 feet; thence N.48°45'27"E., a distance of 162.90 feet; thence N.86°21'05"E., a distance of 118.53 feet; thence S.72°06'01"E., a distance of 166.49 feet; thence S.13°03'41"E., a distance of 71.44 feet; thence S.53°08'57"W., a distance of 148.71 feet; thence S.38°03'49"W., a distance of 139.86 feet; thence S.55°40'56"W., a distance of 212.67 feet; thence S.55°54'10"W., a distance of 284.66 feet; thence N.87°25'11"W., a distance of 111.40 feet; thence N.82°03'47"W., a distance of 235.19 feet; thence S.88°30'44"W., a distance of 230.97 feet; thence S.58°51'57"W., a distance of 100.76 feet; thence N.67°43'09"W., a distance of 99.94 feet; thence N.64°55'29"W., a distance of 147.57 feet; thence N.88°50'59"W., a distance of 265.00 feet; thence S.14°34'58"W., a distance of 158.79 feet; thence S.02°59'21"W., a distance of 154.69 feet; thence S.21°44'41"E., a distance of 159.48 feet; thence S.07°03'24"W., a distance of 142.64 feet; thence S.19°07'55"E., a distance of

2 OF 3

Exhibit 2B

HARMONY COMMUNITY DEVELOPMENT DISTRICT Osceola County, Florida



N.T.S.



230 East Monument Ave., Suite B
Kissimmee, Florida 34741

177.70 feet; thence S.22°03'35"W., a distance of 99.38 feet; thence S.35°27'00"W., a distance of 112.21 feet; thence S.20°14'12"W., a distance of 105.00 feet; thence S.64°27'24"W., a distance of 59.16 feet; thence S.32°08'29"W., a distance of 83.78 feet, to a point on the Northerly Right of Way line of State Road No. 500; thence N.60°13'23"W., along said Northerly Right of Way line, a distance of 6,437.64 feet to the POINT OF BEGINNING.

Containing 995.95 acres, more or less.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND LYING IN A PORTION OF SECTION 20, TWP. 26 S., RGE. 32 E., OSCEOLA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northwest Corner of Golf Course Tract-2, BIRCHWOOD GOLF COURSE, as filed and recorded in Plat book 15, Pages 139 thru 151 of the Public Records of Osceola County, Florida, thence S44°31'06"E, along the North line of said Golf course Tract-2, a distance of 230.80 Feet; thence N47°17'35"E, a distance of 1,650.55 Feet to the POINT OF BEGINNING; thence N71°52'29"W, a distance of 281.42 Feet; thence S36°44'46"W, a distance of 24.87 Feet; thence N19°24'01"W, a distance of 28.74 Feet; thence N17°28'45"E, a distance of 69.28 Feet; thence N21°52'35"E, a distance of 114.36 Feet; thence N16°47'15"E, a distance of 35.29 Feet; thence N57°16'34"W, a distance of 34.79 Feet; thence N79°07'01"W, a distance of 64.43 Feet; thence N56°10'56"W, a distance of 45.81 Feet; thence N41°57'26"W, a distance of 62.02 Feet; thence N49°52'48"W, a distance of 63.52 Feet; thence N43°45'11"W, a distance of 49.51 Feet; thence N36°56'21"E, a distance of 43.05 Feet; thence S79°01'14"E, a distance of 76.46 Feet; thence N78°18'38"E, a distance of 48.53 Feet; thence S82°45'34"E, a distance of 77.27 Feet; thence S72°54'13"E, a distance of 76.22 Feet; thence S47°26'59"E, a distance of 63.43 Feet; thence S66°39'29"E, a distance of 75.78 Feet; thence S88°31'47"E, a distance of 39.23 Feet; thence N54°29'17"E, a distance of 27.29 Feet; thence N16°23'31"E, a distance of 40.73 Feet; thence N38°30'07"W, a distance of 79.60 Feet; thence N38°52'04"W, a distance of 73.62 Feet; thence N19°54'05"W, a distance of 69.78 Feet; thence N21°40'03"E, a distance of 66.17 Feet; thence N17°35'56"E, a distance of 89.15 Feet; thence N73°25'07"E, a distance of 45.14 Feet; thence N63°00'36"E, a distance of 62.20 Feet; thence N62°54'30"E, a distance of 88.62 Feet; thence N42°45'18"E, a distance of 66.43 Feet; thence N54°05'27"E, a distance of 75.16 Feet; thence N70°28'53"E, a distance of 81.49 Feet; thence N53°40'50"E, a distance of 37.53 Feet; thence N18°28'09"E, a distance of 40.82 Feet; thence N16°51'36"W, a distance of 44.95 Feet; thence N30°15'46"W, a distance of 48.82 Feet; thence N37°37'20"W, a distance of 65.82 Feet; thence N21°17'01"W, a distance of 51.62 Feet; thence N51°24'58"W, a distance of 46.52 Feet; thence N37°07'35"W, a distance of 36.72 Feet; thence N16°50'45"W, a distance of 58.14 Feet; thence N38°18'38"W, a distance of 52.44 Feet; thence N28°47'18"W, a distance of 80.22 Feet; thence N34°42'15"W, a distance of 76.53 Feet; thence N26°48'39"W, a distance of 146.15 Feet; thence N23°43'08"W, a distance of 74.52 Feet; thence N23°23'13"W, a distance of 53.10 Feet; thence N09°11'18"E, a distance of 54.32 Feet; thence N69°11'27"E, a distance of 135.30 Feet; thence S68°53'04"E, a distance of 105.24 Feet; thence S50°08'36"E, a distance of 49.09 Feet; thence S46°06'34"E, a distance of 65.70 Feet; thence S46°16'18"E, a distance of 114.83 Feet; thence S42°39'45"E, a distance of 63.76 Feet; thence S49°46'55"E, a distance of 32.97 Feet; thence S33°06'13"E, a distance of 134.71 Feet; thence S19°11'01"E, a distance of 78.61 Feet; thence S23°18'52"E, a distance of 139.63 Feet; thence S35°11'54"E, a distance of 52.97 Feet; thence S34°27'00"E, a distance of 69.99 Feet; thence S27°46'55"E, a distance of 83.58 Feet; thence S25°29'04"E, a distance of 49.44 Feet; thence S26°04'50"E, a distance of 117.32 Feet; thence S32°13'27"E, a distance of 51.21 Feet; thence S13°29'17"E, a distance of 62.51 Feet; thence S18°29'33"E, a distance of 75.16 Feet; thence S29°14'10"E, a distance of 50.99 Feet; thence S28°49'01"E, a distance of 114.70 Feet; thence S23°17'45"E, a distance of 103.79 Feet; thence S26°53'06"E, a distance of 113.14 Feet; thence S11°52'11"E, a distance of 85.32 Feet; thence S28°01'08"W, a distance of 67.30 Feet; thence S36°24'51"E, a distance of 20.08 Feet; thence S87°07'49"E, a distance of 47.27 Feet; thence S27°12'00"W, a distance of 73.23 Feet; thence N64°13'58"W, a distance of 21.01 Feet; thence S54°52'16"W, a distance of 55.04 Feet; thence N80°21'14"W, a distance of 37.10 Feet; thence S61°37'25"W, a distance of 48.51 Feet; thence S50°27'00"W, a distance of 31.97 Feet; thence S57°52'17"W, a distance of 46.03 Feet; thence S77°35'13"W, a distance of 45.87 Feet; thence S07°14'09"W, a distance of 41.29 Feet; thence S78°11'30"W, a distance of 22.01 Feet; thence N22°15'56"W, a distance of 27.48 Feet; thence N28°37'27"W, a distance of 59.66 Feet; thence N52°13'55"W, a distance of 44.94 Feet; thence N86°09'42"W, a distance of 23.13 Feet; thence S54°11'10"W, a distance of 30.64 Feet; thence S61°49'06"W, a distance of 77.67 Feet; thence S82°40'09"W, a distance of 55.28 Feet; thence S62°35'39"W, a distance of 37.79 Feet; thence S81°48'40"W, a distance of 27.08 Feet; thence S74°47'27"W, a distance of 50.75 Feet; thence N71°17'46"W, a distance of 64.80 Feet; thence N49°49'43"W, a distance of 52.42 Feet; thence N34°42'30"W, a distance of 123.29 Feet; thence N72°29'00"W, a distance of 41.56 Feet; thence S52°48'21"W, a distance of 68.11 Feet; thence S37°57'59"W, a distance of 74.92 Feet; thence S21°58'04"W, a distance of 61.38 Feet; thence S14°02'40"W, a distance of 40.84 Feet; thence S36°03'31"W, a distance of 57.78 Feet; thence S30°18'03"E, a distance of 8.52 Feet to the POINT OF BEGINNING.

Containing 27.54 Acres, more or less.

TOTAL 1023.49 ACRES, MORE OR LESS.




3 OF 3

Exhibit 2B
HARMONY
COMMUNITY DEVELOPMENT DISTRICT
Osceola County, Florida





Legend

-  Harmony CDD Expansion Area
-  ZONING
-  PARCEL MAP



THIS MAP WAS
PRODUCED BY:
OSCEOLA COUNTY
PLANNING DEPT
GIS SECTION
20DEC2004



Harmony CDD Expansion Area

27.54 AC

**BOARD OF COUNTY COMMISSIONERS OF
OSCEOLA COUNTY**

ORDINANCE 01-35

**AN ORDINANCE OF THE BOARD OF COUNTY
COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA,
PERTAINING TO THE HARMONY COMMUNITY
DEVELOPMENT DISTRICT; AMENDING ORDINANCES 00-
05 AND 00-16 TO PROVIDE FOR A REVISED LEGAL
DESCRIPTION OF THE BOUNDARIES OF THE DISTRICT
AND OF THE EXPANSION OF THE DISTRICT BY 3.35
ACRES; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Harmony Community Development District ("District") has been created by law and established pursuant to Osceola County Ordinance 00-05, adopted February 28, 2000, effective on March 6, 2000, and having given consent to the District's exercise of certain special charter powers pursuant to Osceola County Ordinance 00-16, adopted September 11, 2000, effective on September 14, 2000;

WHEREAS, the District is active and is in good legal standing;

WHEREAS, the District has petitioned the County to amend the boundaries of the District to incorporate a corrected legal description and to thereby expand the District by approximately 3.35 acres by and through the filing with the County of a Petition to Amend Osceola County Ordinance 00-05 & 00-16 to Expand the External Boundaries of the Harmony Community Development District ("Petition") on or about September 13, 2001; and,

WHEREAS, the Board, after proper published notice, conducted a public hearing as required by law and finds that:

1. The Petition is complete in that it meets the requirements of sections 190.046 and section 190.005(1)(a)1. and 8., Florida Statutes (2000); and, statements contained in the Petition are

true and correct;

2. The appropriate staff of Osceola County have reviewed and approved the petition;

3. The increase by approximately 3.35 acres in the land area served by the District does not modify the plan of development for the District, nor does it alter or amend the County's findings related to the factors set forth in section 190.005(1)(e), Florida Statutes, which findings were set forth in Ordinances 00-05 and 00-16, and which findings are hereby reincorporated wholly herein by reference; and

4. The Petition should be granted.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Osceola County that:

SECTION ONE: AUTHORITY FOR ORDINANCE

This Ordinance is adopted pursuant to section 190.046(1)(b), Florida Statutes.

SECTION TWO: EXPANSION OF THE DISTRICT

The District's existing legal description of its boundaries, incorporated into both Osceola County Ordinance 00-05 and 00-16, is hereby amended to expand the District by approximately 3.35 acres pursuant to its corrected legal description which is attached hereto and incorporated herein as Exhibit 'A'.

SECTION THREE: CONFLICT AND SEVERABILITY

In the event this Ordinance conflicts with any other ordinances or resolutions of Osceola County or applicable law, the more restrictive shall apply. If any phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion.

SECTION FOUR: EFFECTIVE DATE

This Ordinance shall become effective upon filing with the office of the Secretary of State for Florida.

PASSED AND DULY ADOPTED by the Board of County Commissioners of Osceola County, Florida this 27th day of September 2001.



BOARD OF COUNTY COMMISSIONERS OF
OSCEOLA COUNTY, FLORIDA.

By:

Chair

[Signature]

ATTEST

By:

[Signature]
Clerk/Deputy Clerk

Board approved 9/24/01

**NOTICE THAT THIS ORDINANCE HAS BEEN
FILED WITH THE FLORIDA STATE BUREAU
OF ADMINISTRATIVE CODE.**

ON October 26 2001

BY *[Signature]*
DEPUTY CLERK OF THE BOARD

LEGAL DESCRIPTION

A parcel of land lying in portions of Sections 24 and 25, T 26 S, R 31 E and Sections 19, 20, 29, 30, 31 and 32, T 26 S, R 32 E, Osceola County, Florida, being more particularly described as follows: Commence at the Southwest corner of Section 30, T 26 S, R 32 E (being a found 4" X 4" concrete monument), run N. 00° 27' 29" W., along the West line of said Section 30, 2116.59 feet to a point on the Southerly Right of Way line of State Road No. 500 (being a found 4" X 4" concrete monument, with the top broken); thence continue N. 00° 27' 29" W., 76.29 feet to a point on the Northerly Right of Way line of said State Road No. 500; also being the Point of Beginning; thence N.60°13'23"W., a distance of 1,004.40 feet to a point of curve to the right having a radius of 3,786.83 feet, a central angle of 14°32'15", and a chord bearing of N.52°57'16"W., 958.25 feet; thence northwesterly along the arc a distance of 960.82 feet; thence N.74°13'35"E., a distance of 19.99 feet; thence continue easterly along said line, a distance of 52.83 feet; thence N.86°39'44"E., a distance of 46.70 feet; thence N.67°55'33"E., a distance of 44.33 feet; thence N.40°27'24"E., a distance of 47.08 feet; thence N.29°24'37"E., a distance of 114.95 feet; thence N.46°10'04"E., a distance of 45.80 feet; thence N.82°04'45"E., a distance of 52.12 feet; thence S.60°31'56"E., a distance of 49.70 feet; thence S.24°46'26"E., a distance of 47.74 feet; thence S.06°46'14"E., a distance of 53.69 feet; thence S.49°19'43"E., a distance of 26.55 feet; thence S.50°30'42"E., a distance of 199.26 feet; thence S.69°32'18"E., a distance of 37.49 feet; thence N.28°10'07"E., a distance of 81.94 feet; thence N.46°39'34"E., a distance of 37.99 feet; thence N.81°44'12"E., a distance of 34.19 feet; thence S.73°24'27"E., a distance of 38.25 feet; thence S.76°15'31"E., a distance of 141.81 feet; thence N.89°56'08"E., a distance of 193.97 feet; thence N.74°42'16"E., a distance of 194.59 feet; thence N.41°25'54"E., a distance of 76.49 feet; thence N.00°01'04"E., a distance of 163.97 feet; thence N.09°49'03"W., a distance of 383.06 feet; thence N.15°23'23"W., a distance of 303.63 feet; thence N.05°05'15"W., a distance of 224.32 feet; thence N.01°10'32"E., a distance of 145.00 feet; thence N.17°58'43"E., a distance of 193.59 feet; thence N.18°34'52"E., a distance of 168.84 feet; thence N.15°47'03"W., a distance of 357.00 feet; thence N.20°53'30"W., a distance of 335.24 feet; thence N.05°57'55"W., a distance of 60.92 feet; thence N.26°52'00"E., a distance of 72.71 feet; thence N.61°02'00"E., a distance of 47.84 feet; thence N.76°44'45"E., a distance of 110.72 feet; thence N.72°42'20"E., a distance of 120.32 feet; thence S.77°41'35"E., a distance of 99.75 feet; thence S.71°00'45"E., a distance of 115.03 feet; thence S.64°04'34"E., a distance of 121.52 feet; thence S.73°52'55"E., a distance of 373.73 feet; thence S.77°46'51"E., a distance of 378.59 feet; thence S.77°14'21"E., a distance of 206.57 feet; thence S.89°48'15"E., a distance of 225.50 feet; thence N.88°05'24"E., a distance of 223.48 feet; thence N.79°47'00"E., a distance of 215.76 feet; thence N.71°31'22"E., a distance of 221.04 feet; thence N.65°31'36"E., a distance of 260.93 feet; thence N.72°24'07"E., a distance of 191.13 feet; thence N.80°28'00"E., a distance of 314.47 feet; thence S.81°33'40"E., a distance of 210.19 feet; thence S.63°38'11"E., a distance of 145.36 feet; thence S.48°41'42"E., a distance of 151.51 feet; thence S.47°07'37"E., a distance of 206.14 feet; thence S.67°16'54"E., a distance of 140.62 feet; thence S.85°22'43"E., a distance of 196.16 feet; thence N.78°57'37"E., a distance of 160.51 feet; thence N.45°52'34"E., a distance of 100.47 feet; thence N.06°07'18"E., a distance of 183.68 feet; thence N.04°22'07"W., a distance of 221.51 feet; thence S.84°38'10"E., a distance of 193.13 feet; thence S.07°16'24"E., a distance of 254.90 feet; thence S.77°49'02"E., a distance of 122.23 feet; thence N.79°04'37"E., a distance of 129.36 feet; thence S.81°34'02"E., a distance of 148.43 feet; thence N.78°59'05"E., a distance of 230.41 feet; thence N.75°58'32"E., a distance of 255.49 feet; thence N.82°27'43"E., a distance of 143.27 feet; thence N.40°02'32"E., a distance of 91.96 feet; thence N.26°34'31"E., a distance of 103.93 feet; thence N.68°16'00"E., a distance of 82.12 feet; thence S.68°32'11"E., a distance of 129.70 feet; thence N.79°31'39"E., a distance of 69.41 feet; thence S.65°08'05"E., a distance of 65.06 feet; thence S.29°16'47"E., a distance of 76.57 feet; thence S.65°38'28"E., a distance of 131.26 feet;

thence N.82°33'59"E., a distance of 102.70 feet; thence S.69°49'34"E., a distance of 91.03 feet; thence S.89°40'07"E., a distance of 89.03 feet; thence N.70°55'38"E., a distance of 83.19 feet; thence S.89°22'59"E., a distance of 221.92 feet; thence S.69°59'35"E., a distance of 98.46 feet; thence S.60°24'46"E., a distance of 184.64 feet; thence S.46°10'44"E., a distance of 142.24 feet; thence S.38°35'23"W., a distance of 91.08 feet; thence S.23°01'48"E., a distance of 32.07 feet; thence S.68°58'58"E., a distance of 56.41 feet; thence S.30°04'49"E., a distance of 56.06 feet; thence S.17°19'41"W., a distance of 79.33 feet; thence S.43°27'17"W., a distance of 80.28 feet; thence S.23°20'46"W., a distance of 136.67 feet; thence S.39°31'49"W., a distance of 88.43 feet; thence S.64°16'07"W., a distance of 145.65 feet; thence S.41°38'31"W., a distance of 55.43 feet; thence S.07°17'01"W., a distance of 78.29 feet; thence S.26°24'12"W., a distance of 71.91 feet; thence S.48°50'35"W., a distance of 147.15 feet; thence S.11°00'14"E., a distance of 74.42 feet; thence S.12°36'48"W., a distance of 79.78 feet; thence S.28°27'24"W., a distance of 122.76 feet; thence S.32°23'00"W., a distance of 268.90 feet; thence S.19°27'38"W., a distance of 84.25 feet; thence S.05°42'21"W., a distance of 78.38 feet; thence S.07°19'39"W., a distance of 126.97 feet; thence S.29°53'06"W., a distance of 150.93 feet; thence S.32°03'36"W., a distance of 198.15 feet; thence S.37°15'55"W., a distance of 120.01 feet; thence S.44°53'57"W., a distance of 190.75 feet; thence S.54°43'51"W., a distance of 209.32 feet; thence S.64°43'47"W., a distance of 197.54 feet; thence S.72°36'17"W., a distance of 190.31 feet; thence S.77°06'35"W., a distance of 183.44 feet; thence S.53°38'56"W., a distance of 167.36 feet; thence S.29°25'34"W., a distance of 164.56 feet; thence S.05°48'45"W., a distance of 159.14 feet; thence S.10°15'19"E., a distance of 189.83 feet; thence S.42°49'07"E., a distance of 288.98 feet; thence S.38°19'26"E., a distance of 267.38 feet; thence S.38°16'44"E., a distance of 330.61 feet; thence S.37°24'44"E., a distance of 317.44 feet; thence N.59°19'00"E., a distance of 97.26 feet; thence N.03°19'11"E., a distance of 154.72 feet; thence N.28°04'58"E., a distance of 115.87 feet; thence N.62°00'21"E., a distance of 139.54 feet; thence N.85°46'15"E., a distance of 134.79 feet; thence S.64°35'35"E., a distance of 101.32 feet; thence S.46°36'27"E., a distance of 161.64 feet; thence N.50°08'19"E., a distance of 175.86 feet; thence N.66°49'55"W., a distance of 70.74 feet; thence N.35°28'27"W., a distance of 147.51 feet; thence N.26°58'59"W., a distance of 225.93 feet; thence N.26°32'21"W., a distance of 164.57 feet; thence N.14°54'44"W., a distance of 96.45 feet; thence N.23°29'05"E., a distance of 68.20 feet; thence N.29°13'57"E., a distance of 76.89 feet; thence N.14°57'11"E., a distance of 115.23 feet; thence N.39°34'46"E., a distance of 97.95 feet; thence N.16°22'07"E., a distance of 76.52 feet; thence N.08°42'07"E., a distance of 126.60 feet; thence N.31°49'06"E., a distance of 104.86 feet; thence N.56°51'04"E., a distance of 133.71 feet; thence N.76°16'42"E., a distance of 122.54 feet; thence N.26°32'59"E., a distance of 109.00 feet; thence N.55°54'46"E., a distance of 157.23 feet; thence N.07°05'59"E., a distance of 43.40 feet; thence N.22°28'06"W., a distance of 136.76 feet; thence N.35°45'17"W., a distance of 204.88 feet; thence N.49°43'05"W., a distance of 125.18 feet; thence N.15°22'36"W., a distance of 72.78 feet; thence N.06°45'32"E., a distance of 95.03 feet; thence N.25°50'31"E., a distance of 125.55 feet; thence N.32°58'21"E., a distance of 244.53 feet; thence N.25°27'47"E., a distance of 184.39 feet; thence N.24°40'25"E., a distance of 162.54 feet; thence N.33°56'09"E., a distance of 209.31 feet; thence N.33°09'35"E., a distance of 230.29 feet; thence N.62°58'04"E., a distance of 89.27 feet; thence S.86°48'49"E., a distance of 35.96 feet; thence N.01°26'05"E., a distance of 48.79 feet; thence N.30°31'39"E., a distance of 116.31 feet; thence N.48°12'58"E., a distance of 120.58 feet; thence N.23°27'45"E., a distance of 135.04 feet; thence N.15°08'58"W., a distance of 110.36 feet; thence N.25°28'12"W., a distance of 244.31 feet; thence N.28°06'13"W., a distance of 172.87 feet; thence N.07°32'42"W., a distance of 154.27 feet; thence N.03°28'37"E., a distance of 117.54 feet; thence N.22°19'02"W., a distance of 78.40 feet; thence N.30°52'36"W., a distance of 144.54 feet; thence N.15°36'17"W., a distance of 150.68 feet; thence N.00°09'12"E., a distance of 160.40 feet; thence N.33°49'20"E., a distance of 47.85 feet; thence N.68°41'58"E., a distance of 50.49 feet; thence N.71°42'50"E., a distance of 81.17 feet; thence N.59°09'20"E., a distance of 121.60 feet; thence N.84°51'29"E., a distance of 106.60 feet;

thence S.70°25'07"E., a distance of 119.57 feet; thence S.68°47'05"E., a distance of 293.37 feet;
 thence S.45°08'54"E., a distance of 59.39 feet; thence S.18°03'36"E., a distance of 205.37 feet;
 thence S.53°04'49"E., a distance of 53.52 feet; thence S.82°33'13"E., a distance of 123.38 feet;
 thence S.67°20'19"E., a distance of 125.97 feet; thence S.42°31'13"E., a distance of 98.20 feet;
 thence S.16°52'48"E., a distance of 60.02 feet; thence S.32°50'43"W., a distance of 55.58 feet;
 thence S.73°19'14"W., a distance of 32.39 feet; thence S.87°58'04"W., a distance of 154.06 feet;
 thence S.41°23'51"W., a distance of 46.70 feet; thence S.10°15'13"E., a distance of 71.86 feet;
 thence S.59°09'03"E., a distance of 132.74 feet; thence N.84°08'38"E., a distance of 46.37 feet;
 thence N.36°44'46"E., a distance of 227.34 feet; thence S.71°52'29"E., a distance of 403.14 feet;
 thence N.82°00'50"E., a distance of 53.60 feet; thence S.38°44'39"E., a distance of 118.22 feet;
 thence S.63°38'06"E., a distance of 107.96 feet; thence S.82°29'54"E., a distance of 91.47 feet;
 thence S.37°47'10"E., a distance of 53.12 feet; thence N.83°46'44"E., a distance of 108.72 feet;
 thence S.87°41'29"E., a distance of 100.10 feet; thence N.64°38'19"E., a distance of 464.69 feet;
 thence N.89°16'17"E., a distance of 86.03 feet; thence S.51°36'34"E., a distance of 71.23 feet;
 thence S.14°23'47"E., a distance of 141.83 feet; thence S.08°24'31"W., a distance of 97.45 feet;
 thence S.56°19'40"W., a distance of 54.91 feet; thence S.80°37'00"W., a distance of 126.99 feet;
 thence S.43°08'49"E., a distance of 111.73 feet; thence S.07°20'59"E., a distance of 113.82 feet;
 thence S.27°01'32"W., a distance of 103.02 feet; thence S.41°29'41"W., a distance of 119.95 feet;
 thence S.61°10'24"W., a distance of 219.05 feet; thence S.14°22'52"W., a distance of 149.33 feet;
 thence S.03°40'58"W., a distance of 134.37 feet; thence S.01°27'42"W., a distance of 186.11 feet;
 thence S.05°51'20"E., a distance of 144.67 feet; thence S.13°24'51"W., a distance of 83.29 feet;
 thence S.55°21'32"W., a distance of 73.01 feet; thence S.66°00'55"W., a distance of 135.99 feet;
 thence S.71°07'29"W., a distance of 169.55 feet; thence S.03°12'02"E., a distance of 30.53 feet;
 thence S.09°13'06"E., a distance of 102.63 feet; thence S.09°07'35"W., a distance of 117.47 feet;
 thence S.02°58'22"E., a distance of 51.08 feet; thence S.17°51'11"E., a distance of 104.63 feet;
 thence S.16°17'00"E., a distance of 358.03 feet; thence S.10°05'02"E., a distance of 162.39 feet;
 thence S.03°39'27"W., a distance of 197.38 feet; thence S.16°51'49"W., a distance of 148.41 feet;
 thence S.23°51'07"W., a distance of 878.40 feet; thence S.33°38'52"W., a distance of 118.39 feet;
 thence S.83°42'53"W., a distance of 118.24 feet; thence S.06°53'47"W., a distance of 103.56 feet;
 thence S.23°49'34"W., a distance of 233.30 feet; thence S.43°12'56"W., a distance of 204.79 feet;
 thence S.55°45'48"W., a distance of 174.66 feet; thence S.24°17'36"E., a distance of 221.13 feet;
 thence S.23°23'54"W., a distance of 129.21 feet; thence N.84°58'18"W., a distance of 148.70 feet;
 thence S.81°37'01"W., a distance of 365.07 feet; thence N.54°09'54"W., a distance of 194.69 feet;
 thence S.50°56'07"W., a distance of 56.06 feet; thence S.13°18'43"W., a distance of 225.35 feet;
 thence N.80°13'47"E., a distance of 153.38 feet; thence S.76°14'33"E., a distance of 145.22 feet;
 thence S.65°22'29"E., a distance of 124.00 feet; thence S.35°13'45"E., a distance of 104.11 feet;
 thence S.02°14'08"W., a distance of 58.30 feet; thence S.02°19'27"W., a distance of 90.74 feet;
 thence S.85°05'17"W., a distance of 166.46 feet; thence N.67°11'31"W., a distance of 138.10 feet;
 thence N.84°08'17"W., a distance of 106.42 feet; thence S.62°39'24"W., a distance of 75.70 feet;
 thence S.10°57'22"W., a distance of 49.06 feet; thence S.50°05'40"W., a distance of 156.67 feet;
 thence S.85°45'45"W., a distance of 77.83 feet; thence S.42°46'38"W., a distance of 146.62 feet;
 thence N.42°31'21"W., a distance of 165.33 feet; thence N.18°00'29"W., a distance of 510.78 feet;
 thence N.00°46'35"W., a distance of 120.44 feet; thence N.77°00'27"W., a distance of 93.95 feet;
 thence S.41°23'28"W., a distance of 271.07 feet; thence S.50°13'07"W., a distance of 212.98 feet;
 thence S.60°53'42"W., a distance of 221.24 feet; thence S.38°17'29"E., a distance of 205.40 feet;
 thence S.84°56'38"E., a distance of 254.32 feet; thence S.70°17'22"E., a distance of 363.80 feet;
 thence S.30°48'39"E., a distance of 168.60 feet; thence N.79°42'48"E., a distance of 224.81 feet;
 thence S.54°47'14"E., a distance of 115.98 feet; thence S.89°58'07"E., a distance of 115.42 feet;
 thence N.39°35'05"E., a distance of 200.09 feet; thence N.48°45'27"E., a distance of 162.90 feet;
 thence N.86°21'05"E., a distance of 118.53 feet; thence S.72°06'01"E., a distance of 166.49 feet;

thence S.13°03'41"E., a distance of 71.44 feet; thence S.53°08'57"W., a distance of 148.71 feet; thence S.38°03'49"W., a distance of 139.86 feet; thence S.55°40'56"W., a distance of 212.67 feet; thence S.55°54'10"W., a distance of 284.66 feet; thence N.87°25'11"W., a distance of 111.40 feet; thence N.82°03'47"W., a distance of 235.19 feet; thence S.88°30'44"W., a distance of 230.97 feet; thence S.58°51'57"W., a distance of 100.76 feet; thence N.67°43'09"W., a distance of 99.94 feet; thence N.64°55'29"W., a distance of 147.57 feet; thence N.88°50'59"W., a distance of 265.00 feet; thence S.14°34'58"W., a distance of 158.79 feet; thence S.02°59'21"W., a distance of 154.69 feet; thence S.21°44'41"E., a distance of 159.48 feet; thence S.07°03'24"W., a distance of 142.64 feet; thence S.19°07'55"E., a distance of 177.70 feet; thence S.22°03'35"W., a distance of 99.38 feet; thence S.35°27'00"W., a distance of 112.21 feet; thence S.20°14'12"W., a distance of 105.00 feet; thence S.64°27'24"W., a distance of 59.16 feet; thence S.32°08'28"W., a distance of 83.78 feet, to a point on the Northerly Right of Way line of State Road No. 500; thence N.60°13'23"W., along said Northerly Right of Way line, a distance of 6,437.64 feet to the POINT OF BEGINNING.

Containing 995.95 acres, more or less.

**BOARD OF COUNTY COMMISSIONERS OF
OSCEOLA COUNTY**

ORDINANCE NO.: 00-16

**AN ORDINANCE CONSENTING TO THE EXERCISE, BY
THE HARMONY COMMUNITY DEVELOPMENT DISTRICT,
OF CERTAIN SPECIAL POWERS GRANTED TO THE
DISTRICT IN CHAPTER 190.012 (2), FLORIDA STATUTES;
PROVIDING FOR CONFLICT AND SEVERABILITY; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Harmony Community Development District ("Harmony District") has been created by law and established pursuant to Osceola County Ordinance No. 00-05 on February 28, 2000, with an effective date of March 6, 2000; and

WHEREAS, the District is active and in good legal standing; and

WHEREAS, Section 190.012, Florida Statutes (1997), as amended, part of the District Charter, grants to the community development district numerous special powers and provides that the County must consent to the exercise by the District of those special powers in Section 190.012(2), Florida Statutes, before the District may exercise them; and

WHEREAS, on July 31, 2000, the District petitioned the Board of County Commissioners of Osceola County, Florida, ("Osceola County Board") for consent to exercise the special powers granted by Section 190.012(2), Florida Statutes; and

WHEREAS, staff review of the operations and functions of the District and all related information confirms there is no change of circumstances or conditions since the District was established so that consent to the exercise of powers set forth in the petition by the District to authorize the exercise by the district of certain powers is appropriate; and

WHEREAS, the Board has confirmed that the District government has the capability of providing these additional powers; and

WHEREAS, the consent to exercise the powers is not inconsistent with, will always be subject to and will comply with the Osceola County Comprehensive Plan and all related regulations governing the use of land served by the District; and

WHEREAS, the Board desires to consent to the exercise by the District of these additional special powers.

NOW, THEREFORE, BE IT ORDAINED by the Board that:

SECTION ONE: AUTHORITY FOR ORDINANCE

This Ordinance is adopted pursuant to Section 190.012 (2), Florida Statutes.

**SECTION TWO: CONSENT TO THE EXERCISE
OF OPTIONAL SPECIAL POWERS**

The Osceola County Board of County Commissioners hereby consents to the exercise by the Harmony Community Development District of all of the additional special powers granted in Section 190.012(2), Florida Statutes, as part of its statutory charter.

More specifically, the District is granted by its charter, so long as it is in compliance with and subject to the Osceola County Comprehensive Plan and subject to the regulatory jurisdiction and permitting authority of all applicable other ordinances and regulations of Osceola County, the power to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for parks and facilities for indoor and outdoor recreational, cultural and educational uses, fire prevention and control, including related buildings and equipment, school buildings and related structures, security, including but not limited to personnel and equipment,

mosquito and arthropods of public health importance control, and waste collection and disposal.

SECTION THREE: STATUTORY PROVISIONS
CONSTITUTING THE CHARTER DISTRICT

The charter of the Harmony Community Development District is contained in Sections 190.006 - 190.041, Florida Statutes.

SECTION FOUR: CONFLICT AND SEVERABILITY

In the event this Ordinance conflicts with any other ordinances or resolutions of Osceola County or applicable law, the more restrictive shall apply. If any phrase or portion of this Ordinance is held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such hold shall not affect the validity of the remaining portion.

SECTION FIVE: EFFECTIVE DATE

This Ordinance shall become effective upon filing with the office of the Secretary of State for Florida.

PASSED AND DULY ADOPTED by the Board of County Commissioners of Osceola

County, Florida, this 11th day of September, 2000.
NOTICE THAT THIS ORDINANCE HAS BEEN
FILED WITH THE FLORIDA STATE BUREAU
OF ADMINISTRATIVE CODE.

**BOARD OF COUNTY COMMISSIONERS OF
OSCEOLA COUNTY, FLORIDA**

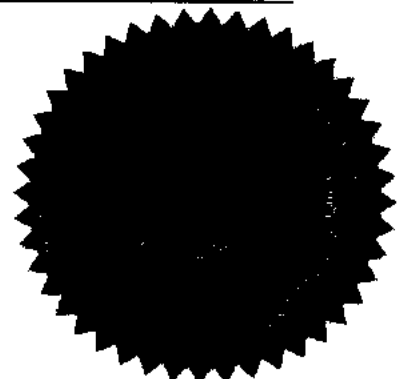
ON September 14, 2000. (Thursday)

BY Paula O. Carpenter
DEPUTY CLERK OF THE BOARD

By: My. Arrington
Chairman

ATTEST

By: Kelly A. Mueller
Clerk/Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
OSCEOLA COUNTY, FLORIDA

RE: PROPOSED ORDINANCE OR RESOLUTION
PURSUANT TO SECTION 190.012(2),
FLORIDA STATUTES, TO CONSENT TO
THE EXERCISE BY THE HARMONY
COMMUNITY DEVELOPMENT DISTRICT
OF CERTAIN SPECIAL POWERS GRANTED
IN THE STATE-CREATED CHARTER

**PETITION FOR CONSENT TO EXERCISE
CERTAIN SPECIAL STATE-GRANTED CHARTER POWERS**

The HARMONY COMMUNITY DEVELOPMENT DISTRICT ("Petitioner" or "District"), by and through its undersigned attorney, petitions the BOARD OF COUNTY COMMISSIONERS, OSCEOLA COUNTY, FLORIDA ("County") to adopt an ordinance or resolution consenting to the exercise of certain special powers granted to the District as authorized by the District's charter and as expressed in the Uniform Community Development District Act of Florida, chapter 190, Florida Statutes (1999 and hereafter). In support thereof, Petitioner submits:

1. Petitioner has its District offices located at 610 Sycamore Street, Suite 140, Celebration, Florida 34747, and its Chairman of the Board of Supervisors is Gregory S. Butterfield and its Manager is Severn Trent Environmental Services.
2. The land area within which the special powers herein petitioned for are to be exercised is within the boundaries and jurisdiction of the County as provided in County Ordinance No. 00-05, establishing the District, as adopted by the County on the 28th day of February, 2000, and attached hereto as Exhibit "1."
3. The Petition for Establishment, attachments, "white papers" and workshop information as well as county staff and commission review addressed the potential exercise by the

District of all special powers granted in 190.012(2), Florida Statutes as of the date the District was established, as evidenced at paragraph nine of Exhibit "1."

4. Attached as Exhibit "2" is that certain portion of the minutes of the District Board of Supervisor's meeting on the 25th of March, 2000 wherein the Board approved the exercise by the District of those special powers herein petitioned for pursuant to section 190.012(2), Florida Statutes.

5. There have been no substantive changes since the passage of County Ordinance No. 00-05 in facts, circumstances, or conditions that would affect the determination of the County regarding the District exercising certain special powers. Attached as Exhibit "3" are affidavits by the District; Manager, Planner, Engineer, and Financial Consultants, attesting to the fact that no substantive changes have occurred since the establishment of the District and that the consent to the exercise of certain powers granted by the state in section 190.012 (2), Florida Statutes, is applicable and appropriate.

WHEREFORE, Petitioner respectfully requests the County to:

A. Direct its staff to do the things necessary to provide statutory notice with respect to the adoption of an ordinance or resolution by the County to consent for the District to exercise its certain special powers granted by the District's state law charter contained at sections 190.006 - 190.041, Florida Statutes, said special powers specifically being, to plan, establish, acquire, operate, and maintain additional systems and facilities for:


Parks and facilities for indoor and outdoor recreational, cultural, and educational uses.

Security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by property governmental agencies; except that the district may not exercise any police power, but may contract with the appropriate local general purpose government agencies for an increased level of such services within the district boundaries.

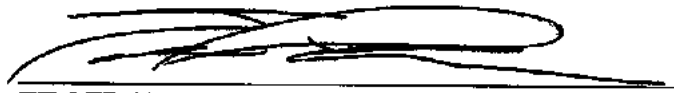
as according to subsections (a & d) of section 190.012(2), Florida Statutes.

B. Thereafter, to grant this Petition and adopt an ordinance or resolution consenting to the exercise of the certain special powers as petitioned by the District.

RESPECTFULLY SUBMITTED to County this the 31 day of July, 2000.


FOR

KEN VAN ASSENDERP, ESQ.
Florida Bar I.D. No.: 158829

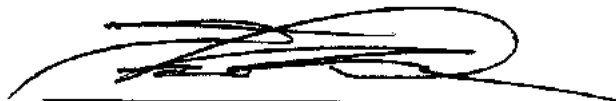


TIM FRANKIN, ESQ.
Florida Bar I.D. No.: 172464

Attorneys for Petitioner:
Young, van Assenderp, Varnadoe & Anderson, P.A.
225 South Adams Street
Suite 200
Tallahassee, Florida 32302-1833
(850) 222-7206

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that one original and nine (10) true and correct copies of the foregoing Petition for Consent to Exercise Certain Special State-Granted Charter Powers were served by express courier service this 31 day of July, 2000, for delivery the following day to: Ms. Jo Thacker, Osceola County Attorney, with a copy to Ms. Kate Payne, Osceola County Assistant Attorney, at the Osceola County Attorney's Offices located at 17 South Vernon Avenue, Kissimmee, Florida 34741, and a copy to to Mr. Michael Kloehn, Osceola County Planning Department, One Courthouse Square, Suite 1400, Kissimmee, Florida 34741.



TIM FRANKLIN, ESQ.

BOARD OF COUNTY COMMISSIONERS OF
OSCEOLA COUNTY, FLORIDA

ORDINANCE NO.00-05

AN ORDINANCE ESTABLISHING HARMONY COMMUNITY DEVELOPMENT DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF DISTRICT; NAMING THE INITIAL MEMBERS OF THE BOARD OF SUPERVISORS; NAMING THE DISTRICT; PROVIDING THAT THE COUNTY MAY NOT AND SHALL NOT MODIFY OR DELETE ANY PROVISION OF THE DISTRICT CHARTER SET FORTH IN SECTIONS 190.006 - 190.041, FLORIDA STATUTES; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Birchwood Acres Limited Partners, ("Petitioner") has petitioned the Osceola County Board of County Commissioners ("Board") to establish, by non-emergency ordinance, the Harmony Community Development District ("District"); and

WHEREAS, the Board, after proper published notice, conducted a local, public, legislative and information-gathering ordinance hearing as required by law and hereby finds as follows:

1. The Petition is complete in that it meets the requirements of section 190.005(1)(a), Florida Statutes (1999 as amended and hereafter); and, all statements contained within the petition are true and correct;

2. The appropriate administrative and legislative staff persons of Osceola County have reviewed and approved the petition for establishment of the District on the proposed land and it is complete and sufficient;

3. The costs to Osceola County and government agencies from establishment of the District are nominal. There is no adverse impact on competition or employment from District establishment.

2000 MAR -6 AM 10:41
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

FILED

The persons affected by establishment are the future landowners, present landowners, Osceola County and its taxpayers, and the State of Florida. There is a net economic benefit flowing to these persons from District establishment as the state law created government entity to manage and finance the statutory services identified. The impact of District establishment and function on competition and the employment market is marginal and generally positive, as is the impact on small business. None of the reasonable public or private alternatives, including an assessment of less costly and less intrusive methods and of probable costs and benefits of not adopting the ordinance, is as economically viable as establishing the District. Methodology is as set forth in the Statement of Estimated Regulatory Costs ("SERC") on file with the County. The SERC of the Petitioner on District establishment is complete and adequate in that it meets the requirements of section 120.541, Florida Statutes;

4. Establishment of the District by this Ordinance, whose uniform general law charter is sections 190.006 - 190.041, Florida Statutes, created by general law, is subject to and not inconsistent with the local Comprehensive Plan of Osceola County and with the State Comprehensive Plan;

5. That the area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as one functional, interrelated community;

6. The District is the best alternative available for delivering community development services and facilities to the

area proposed to be serviced by the District;

7. The community development systems, facilities and services of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities;

8. The area that is proposed to be served by the District is amenable to separate special district government;

9. The District, once established, may petition the Board for consent to exercise one or more of the special powers granted by charter in section 190.012(2), Florida Statutes, and the county in reaching its conclusions, has considered the potential exercise by the District of all the powers set forth in section 190.012(1-3), Florida Statutes.

10. Upon the effective date of this establishing Ordinance, the Harmony Community Development District, as created by general law, will be duly and legally authorized to exist on the proposed property and to exercise all of its general and special powers as limited by law; and, has the right to seek consent from Osceola County for the grant of authorization to exercise special powers in accordance with, and granted by, charter section 190.012(2), Florida Statutes, without question as to the District's establishment and its continued rights, authority and power to exercise its limited powers under law.

11. All notice requirements of law were met and complete notice was timely given.

NOW, THEREFORE, BE IT ORDAINED by the Board that:

SECTION ONE: DISTRICT NAME

The Community Development District herein established will be known as the "Harmony Community Development District."

SECTION TWO: AUTHORITY FOR ORDINANCE

This Ordinance is adopted pursuant to section 190.005(2), Florida Statutes, and other applicable provisions of law governing county ordinances.

SECTION THREE: ESTABLISHMENT OF DISTRICT

The Harmony Community Development District, as created by general law, is hereby established within the boundaries of the real property described in Exhibit "2" attached hereto and incorporated by reference herein.

SECTION FOUR: DESIGNATION OF INITIAL BOARD MEMBERS

The following five persons are herewith designated to be the initial members of the Board of Supervisors of the District:

- | | |
|-------------------|-----------------------------------|
| (1) | Mrs. Martha E. Lentz |
| whose address is: | 3233 Tindall Acres Road |
| | Kissimmee, Florida 32804 |
| (2) | Mr. James O'Keefe |
| whose address is: | 940 Douglas Avenue, Apt. #196 |
| | Altamonte Springs, Florida 32714 |
| (3) | Mr. William "Billy" Johnson |
| whose address is: | Post Office Box 420843 |
| | Kissimmee, Florida 34742 |
| (4) | Mr. Kenneth Peach |
| whose address is: | 7146 Shady Wood Lane |
| | Orlando, Florida 32835 |
| (5) | Mr. Gregory Scott Butterfield |
| whose address is: | 6861 N. W. 104 th Lane |
| | Parkland, Florida 33076 |

SECTION FIVE: STATUTORY PROVISIONS CONSTITUTING
THE UNIFORM CHARTER DISTRICT

Harmony Community Development District shall be governed by the provision of chapter 190, Florida Statutes, specifically sections 190.006 - 190.041, Florida Statutes, which constitutes its uniform charter created by general law.

SECTION SIX: CONFLICT AND SEVERABILITY

In the event this Ordinance conflicts with any other ordinance or resolution of Osceola County or other applicable law, the more restrictive shall apply. If any phase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion.

SECTION SEVEN. EFFECTIVE DATE

This Ordinance becomes effective upon filing with the Florida Secretary of State.

THE FOREGOING ORDINANCE was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and being put to a vote was as follows:

ROBERT GUEVARA

MARY JO ARRINGTON

KEN SHIPLEY

KEN SMITH

CHUCK DUNNICK

DULY PASSED AND ADOPTED this 28 day of February, 2000.

ATTEST:

PAULA CARPENTER, CLERK

By: Paula J. Carpenter
Paula Carpenter, Clerk

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: Kenneth Y. Smith
Kenneth Y. Smith, Chairman

APPROVED AS TO FORM

By: Kate Payne
Kate Payne, Deputy Co. Attorney

(STATE OF FLORIDA)
(COUNTY OF OSCEOLA)

I, Paula Carpenter, Clerk to the Osceola County Board of County Commissioners, do hereby certify that the foregoing is a true original of:

ORDINANCE NO. 00-05
which was adopted by the Osceola County Board of County Commissioners during Regular Session on the 28 day of February, 2000.

By: Paula J. Carpenter

Clerk, Board of County Commissioners, Osceola County.

FILED

2000 MAR -6 AM 10:41

DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA

COUNTY OF OSCEOLA

I, PAULA J. CARPENTER, Deputy Clerk of the Board of County Commissioners, Osceola, Florida, DO HEREBY CERTIFY that attached and foregoing is a true and correct copy of Ordinance #00-05. Ordinance #00-05 establishes the Harmony Community Development District; describing the external boundaries of the District; naming the initial members of the Board of Supervisors; naming the district; providing that the County may not and shall not modify or delete any provision of the district Charter set forth in Sections 190.006 - 190.041, Florida Statutes; providing for conflict and severability; and providing an effective date. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Kissimmee, Florida, this the 02 day of March A.D. 2000.

By: Paula J. Carpenter

Paula J. Carpenter, Recording
Secretary Manager, and Deputy Clerk of
the Board of County Commissioners of
Osceola County, State of Florida.



STATE OF FLORIDA DEPARTMENT OF STATE

Division of Elections

I, KATHERINE HARRIS, Secretary of State of the State of Florida, do hereby certify that the above and foregoing is a true and correct copy of Osceola County Ordinance No. 00-05, which was filed in this office on March 6, 2000, pursuant to the provisions of Section 125.66, Florida Statutes, as shown by the records of this office.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
15th., day of March, A.D., 2000.



Katherine Harris
Secretary of State

DSDE 99 (1-99)

future if the Board so chooses. This at least gets us started. I ask that the Board adopt it initially.

On MOTION by Mr. Peach seconded by Mr. O'Keefe with all in favor Resolution 2000-11, Adopting an Investment Policy was adopted.

FOURTEEN ORDER OF BUSINESS

Authorization to Petition the County For Additional Powers

Mr. van Assenderp stated this is a petition that we are asking you to consider adopting that would be sent to the Board of County Commissioners. This petition asks the Board of County Commissioners to consent to this Board exercising the ability to manage and finance parks and recreation facilities, and the ability to provide for security for the property within this District--access, security, guardhouses. If you look to the third page of the Resolution you will see that listed. These two powers--the power to provide for parks and recreation and the power to provide for security--are already in your Charter, but the legislature says that even though you have this power granted to you, the legislature does not want it exercised until the County Commission where your land is located gives its consent to the exercise. They are not granting you this power; they are just giving you their consent.

With Doug Miller's help, we had the County review everything as though this District were already able to exercise these powers. We will file with this petition affidavits from the engineer and planner along with other information to say that since the 28th of February, when your District was established until now, there has been no change in the land area that would justify any reason not to give consent to exercise these powers. Most of the work has already been done and the County staff, Attorney and Commissioners know this information is coming.

Mr. Peach stated this shows Mrs. Lentz as the Chairman. That will have to be changed.

On MOTION by Mrs. Lentz seconded by Mr. Butterfield with all in favor staff was authorized to file the Petition for consent to Exercise Certain Special State-Granted Charter Powers.

**AFFIDAVIT OF GARY MOYER
FOR SEVERN TRENT ENVIRONMENTAL SERVICES
AS TO THE CURRENT STATUS OF
THE HARMONY COMMUNITY DEVELOPMENT DISTRICT**

1. My name is Gary Moyer. I am employed by the Manager of the Harmony Community Development District ("District"), Severn Trent Environmental Services ("Manager"). In my capacity as an employee to Manager, I am chiefly responsible for the District.
2. I was involved in the creation and establishment of the District.
3. I reviewed the potential exercise by the District of all of its charter powers, including the special powers in section 190.012(2), Florida Statutes, during the District establishment process.
4. I have seen the property within the jurisdiction and have reviewed the activities of the District to date in my capacity as an employee to the District Manager, and have noted no change in fact, circumstances or conditions that would change my conclusions in light of the six factors in section 190.005(1)(c)1. - 6., Florida Statutes. Therefore, I am of the opinion that consent to the exercise of these charter powers is appropriate.
5. The foregoing is true to the best of my knowledge and belief.
6. FURTHER AFFIANT SAYETH NOT.

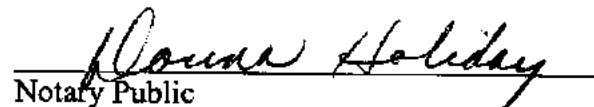


Gary Moyer, for District Manager

STATE OF FLORIDA
Broward COUNTY

SWORN TO AND SUBSCRIBED before me this 24 day of July, 2000, by Gary Moyer, for District Manager.

Personally known ✓
Produced Identification _____
Type of Identification Produced _____

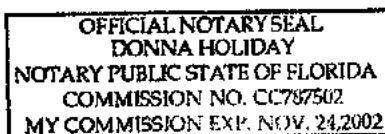


Notary Public

My commission expires:

DONNA Holiday

(Printed Name of Notary Public)



**AFFIDAVIT OF GARY MOYER
AS TO THE CURRENT STATUS OF
THE HARMONY COMMUNITY DEVELOPMENT DISTRICT**

1. My name is Gary Moyer. I am a Financial Co-Consultant for the Harmony Community Development District ("District")
2. I was involved in the creation and establishment of the District.
3. I reviewed the potential exercise by the District of all of its charter powers, including the special powers in section 190.012(2), Florida Statutes, during the District establishment process.
4. I have seen the property within the jurisdiction and have reviewed the activities of the District to date in my capacity as Financial Co-Consultant, and have noted no change in fact, circumstances or conditions that would change my conclusions in light of the six factors in section 190.005(1)(e) 1.- 6., Florida Statutes. Therefore, I am of the opinion that consent to the exercise of these charter powers is appropriate.
5. The foregoing is true to the best of my knowledge and belief.
6. FURTHER AFFIANT SAYETH NOT.

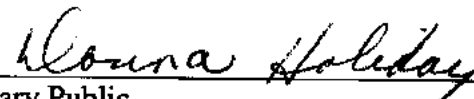


Gary Moyer, as District Financial Co-Consultant

STATE OF FLORIDA
Broward COUNTY

SWORN TO AND SUBSCRIBED before me this 24 day of July, 2000, by Gary Moyer, as District Financial Co-consultant.

Personally known ✓
Produced Identification _____
Type of Identification Produced _____

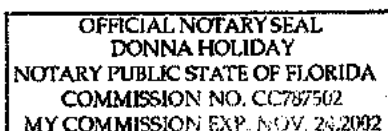


Notary Public

My commission expires:

Donna Holiday

(Printed Name of Notary Public)



**AFFIDAVIT OF RHONDA ARCHER
AS TO THE CURRENT STATUS OF
THE HARMONY COMMUNITY DEVELOPMENT DISTRICT**

1. My name is Rhonda Archer. I am a Financial Co-Consultant for the Harmony Community Development District ("District").
2. I was involved in the creation and establishment of the District.
3. I reviewed the potential exercise by the District of all of its charter powers, including the special powers in section 190.012(2), Florida Statutes, during the District establishment process.
4. I have seen the property within the jurisdiction and have reviewed the activities of the District to date in my capacity as Financial Co-Consultant, and have noted no change in fact, circumstances or conditions that would change my conclusions in light of the six factors in section 190.005(1)(e)1. - 6., Florida Statutes. Therefore, I am of the opinion that consent to the exercise of these charter powers is appropriate.
5. The foregoing is true to the best of my knowledge and belief.
6. FURTHER AFFIANT SAYETH NOT.

Rhonda Archer

Rhonda Archer, as District Financial Co-Consultant

STATE OF FLORIDA
BROWARD COUNTY

SWORN TO AND SUBSCRIBED before me this 17th day of July, 2000, by
Rhonda Archer, as Financial Co-Consultant for the District.

Personally known ☒
Produced Identification _____
Type of Identification Produced _____

My commission expires: _____


Joni D. Hayworth
Notary Public

JONI D. HAYWORTH
(Printed Name of Notary Public)



**AFFIDAVIT OF H. DOUGLAS MILLER, P.E.
AS TO THE CURRENT STATUS OF
THE HARMONY COMMUNITY DEVELOPMENT DISTRICT**

1. My name is H. Douglas Miller, P.E.. I am the Planner for the Harmony Community Development District ("District").
2. I was involved in the creation and establishment of the District.
3. I reviewed the potential exercise by the District of all of its charter powers, including the special powers in section 190.012(2), Florida Statutes, during the District establishment process.
4. I have seen the property within the jurisdiction and have reviewed the activities of the District to date in my capacity as District Planner, and have noted no change in fact, circumstances or conditions that would change my conclusions in light of the six factors in section 190.005(1)(e) 1. - 6., Florida Statutes. Therefore, I am of the opinion that consent to the exercise of these charter powers is appropriate.
5. The foregoing is true to the best of my knowledge and belief.
6. FURTHER AFFIANT SAYETH NOT.



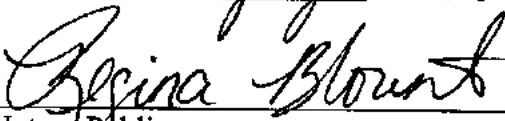
H. Douglass Miller, P.E., as District Planner

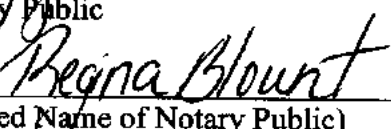
STATE OF FLORIDA
Orange COUNTY

SWORN TO AND SUBSCRIBED before me this 17th day of July, 2000, by Doug Miller, P.E., as District Planner.

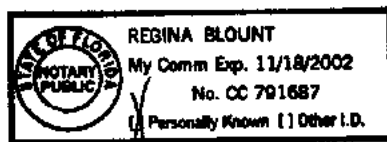
Personally known X
Produced Identification _____
Type of Identification Produced _____

My commission expires: 11/18/2002



Notary Public


(Printed Name of Notary Public)



**AFFIDAVIT OF H. DOUGLAS MILLER, P.E.
FOR MILLER, EINHOUSE, RYMER & ASSOCIATES, INC.
AS TO THE CURRENT STATUS OF
THE HARMONY COMMUNITY DEVELOPMENT DISTRICT**

1. My name is H. Douglas Miller and I am a Professional Engineer licensed under chapter 471, Florida Statutes. I practice engineering with the firm of Miller, Einhouse, Rymer & Associates, Inc. ("Engineer") and the firm is currently employed as Engineer for the Harmony Community Development District ("District") project for which I am chiefly responsible.
2. I was involved in the creation and establishment of the District.
3. I reviewed the potential exercise by the District of all of its charter powers, including the special powers in section 190.012(2), Florida Statutes, during the District establishment process.
4. I have seen the property within the jurisdiction and have reviewed the activities of the District to date in my professional capacity with the District Engineer, and have noted no change in fact, circumstances or conditions that would change my conclusions in light of the six factors in section 190.005(1)(e)1. - 6., Florida Statutes. Therefore, I am of the opinion that consent to the exercise of these charter powers is appropriate.
5. The foregoing is true to the best of my knowledge and belief.
6. FURTHER AFFIANT SAYETH NOT.



H. Douglas Miller, P.E., for District Engineer

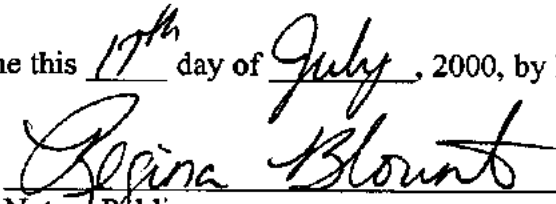
STATE OF FLORIDA

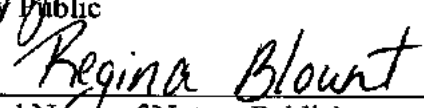
Orange COUNTY

SWORN TO AND SUBSCRIBED before me this 17th day of July, 2000, by H. Douglas Miller, P.E., for District Engineer.

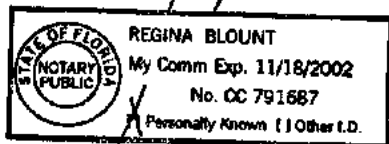
Personally known X
Produced Identification _____
Type of Identification Produced _____

My commission expires: 11/18/2002



Notary Public


(Printed Name of Notary Public)



**BOARD OF COUNTY COMMISSIONERS OF
OSCEOLA COUNTY, FLORIDA**

ORDINANCE NO.00-05

AN ORDINANCE ESTABLISHING HARMONY COMMUNITY DEVELOPMENT DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; NAMING THE INITIAL MEMBERS OF THE BOARD OF SUPERVISORS; NAMING THE DISTRICT; PROVIDING THAT THE COUNTY MAY NOT AND SHALL NOT MODIFY OR DELETE ANY PROVISION OF THE DISTRICT CHARTER SET FORTH IN SECTIONS 190.006 - 190.041, FLORIDA STATUTES; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Birchwood Acres Limited Partners, ("Petitioner") has petitioned the Osceola County Board of County Commissioners ("Board") to establish, by non-emergency ordinance, the Harmony Community Development District ("District"); and

WHEREAS, the Board, after proper published notice, conducted a local, public, legislative and information-gathering ordinance hearing as required by law and hereby finds as follows:

1. The Petition is complete in that it meets the requirements of section 190.005(1)(a), Florida Statutes (1999 as amended and hereafter); and, all statements contained within the petition are true and correct;

2. The appropriate administrative and legislative staff persons of Osceola County have reviewed and approved the petition for establishment of the District on the proposed land and it is complete and sufficient;

3. The costs to Osceola County and government agencies from establishment of the District are nominal. There is no adverse impact on competition or employment from District establishment.

The persons affected by establishment are the future landowners, present landowners, Osceola County and its taxpayers, and the State of Florida. There is a net economic benefit flowing to these persons from District establishment as the state law created government entity to manage and finance the statutory services identified. The impact of District establishment and function on competition and the employment market is marginal and generally positive, as is the impact on small business. None of the reasonable public or private alternatives, including an assessment of less costly and less intrusive methods and of probable costs and benefits of not adopting the ordinance, is as economically viable as establishing the District. Methodology is as set forth in the Statement of Estimated Regulatory Costs ("SERC") on file with the County. The SERC of the Petitioner on District establishment is complete and adequate in that it meets the requirements of section 120.541, Florida Statutes;

4. Establishment of the District by this Ordinance, whose uniform general law charter is sections 190.006 - 190.041, Florida Statutes, created by general law, is subject to and not inconsistent with the local Comprehensive Plan of Osceola County and with the State Comprehensive Plan;

5. That the area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as one functional, interrelated community;

6. The District is the best alternative available for delivering community development services and facilities to the

area proposed to be serviced by the District;

7. The community development systems, facilities and services of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities;

8. The area that is proposed to be served by the District is amenable to separate special district government;

9. The District, once established, may petition the Board for consent to exercise one or more of the special powers granted by charter in section 190.012(2), Florida Statutes, and the county in reaching its conclusions, has considered the potential exercise by the District of all the powers set forth in section 190.012(1-3), Florida Statutes.

10. Upon the effective date of this establishing Ordinance, the Harmony Community Development District, as created by general law, will be duly and legally authorized to exist on the proposed property and to exercise all of its general and special powers as limited by law; and, has the right to seek consent from Osceola County for the grant of authorization to exercise special powers in accordance with, and granted by, charter section 190.012(2), Florida Statutes, without question as to the District's establishment and its continued rights, authority and power to exercise its limited powers under law.

11. All notice requirements of law were met and complete notice was timely given.

NOW, THEREFORE, BE IT ORDAINED by the Board that:

SECTION ONE: DISTRICT NAME

The Community Development District herein established will be known as the "Harmony Community Development District."

SECTION TWO: AUTHORITY FOR ORDINANCE

This Ordinance is adopted pursuant to section 190.005(2), Florida Statutes, and other applicable provisions of law governing county ordinances.

SECTION THREE: ESTABLISHMENT OF DISTRICT

The Harmony Community Development District, as created by general law, is hereby established within the boundaries of the real property described in Exhibit "2" attached hereto and incorporated by reference herein.

SECTION FOUR: DESIGNATION OF INITIAL BOARD MEMBERS

The following five persons are herewith designated to be the initial members of the Board of Supervisors of the District:

- | | |
|-------------------|-----------------------------------|
| (1) | Mrs. Martha E. Lentz |
| whose address is: | 3233 Tindall Acres Road |
| | Kissimmee, Florida 32804 |
| (2) | Mr. James O'Keefe |
| whose address is: | 940 Douglas Avenue, Apt. #196 |
| | Altamonte Springs, Florida 32714 |
| (3) | Mr. William "Billy" Johnson |
| whose address is: | Post Office Box 420843 |
| | Kissimmee, Florida 34742 |
| (4) | Mr. Kenneth Peach |
| whose address is: | 7146 Shady Wood Lane |
| | Orlando, Florida 32835 |
| (5) | Mr. Gregory Scott Butterfield |
| whose address is: | 6861 N. W. 104 th Lane |
| | Parkland, Florida 33076 |

**SECTION FIVE: STATUTORY PROVISIONS CONSTITUTING
THE UNIFORM CHARTER DISTRICT**

Harmony Community Development District shall be governed by the provision of chapter 190, Florida Statutes, specifically sections 190.006 - 190.041, Florida Statutes, which constitutes its uniform charter created by general law.

SECTION SIX: CONFLICT AND SEVERABILITY

In the event this Ordinance conflicts with any other ordinance or resolution of Osceola County or other applicable law, the more restrictive shall apply. If any phase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion.

SECTION SEVEN. EFFECTIVE DATE

This Ordinance becomes effective upon filing with the Florida Secretary of State.

THE FOREGOING ORDINANCE was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and being put to a vote was as follows:

ROBERT GUEVARA

MARY JO ARRINGTON

KEN SHIPLEY

KEN SMITH

CHUCK DUNNICK

DULY PASSED AND ADOPTED this 28 day of February, 2000.

ATTEST:
PAULA CARPENTER, CLERK

By: Paula J. Carpenter
Paula Carpenter, Clerk

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: Kenneth Y. Smith
Kenneth Y. Smith, Chairman

APPROVED AS TO FORM

By: Kate Payne
Kate Payne, Deputy Co. Attorney

(STATE OF FLORIDA)
(COUNTY OF OSCEOLA)

I, Paula Carpenter, Clerk to the Osceola County Board of County Commissioners, do hereby certify that the foregoing is a true original of:

ORDINANCE NO. 00-05

which was adopted by the Osceola County Board of County Commissioners during Regular Session on the 28 day of February, 2000.

By: Paula J. Carpenter

Clerk, Board of County Commissioners, Osceola County.

FAUSERS\KFOLDEN\BIRCHWOOD\Ordinance.HarmonyCDDEstablish.011200.wpd

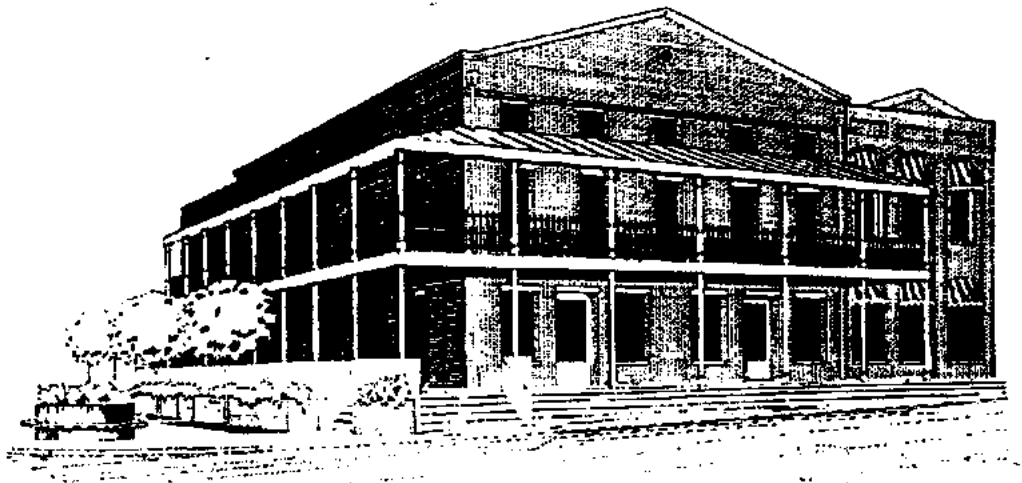
NOTICE THAT THIS ORDINANCE HAS BEEN
FILED WITH THE FLORIDA STATE BUREAU
OF ADMINISTRATIVE CODE.

ON March 06, 2000

BY Paula J. Carpenter
DEPUTY CLERK OF THE BOARD

Petition for Establishment

Harmony Community Development District



Prepared By:

*Kenza van Assenderp
Young, van Assenderp, Varnadoe & Anderson, P.A.
Gallie's Hall
225 South Adams, Suite 200
Tallahassee, Florida 32302-1833*

BOARD OF COUNTY COMMISSIONERS
OSCEOLA COUNTY, FLORIDA

RE: PROPOSED ORDINANCE PURSUANT TO
SECTION 190.005(2), FLORIDA STATUTES,
TO ESTABLISH THE HARMONY
COMMUNITY DEVELOPMENT DISTRICT

**PETITION FOR ESTABLISHMENT OF A
COMMUNITY DEVELOPMENT DISTRICT**

Birchwood Acres Limited Partners ("Petitioner"), by and through its undersigned attorney, petitions the BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA, ("Commission") to adopt an ordinance: recognizing the community development district ("District") as created by general law, the Uniform Community Development District Act of Florida, chapter 190, Florida Statutes (1999 and hereafter); acknowledging the uniform District charter contained in sections 190.006 - 190.041, therein; establishing the District; and, designating the proposed land area within which the District may manage and finance its basic infrastructure systems, facilities and services. In support thereof, Petitioner submits:

1. Petitioner, Birchwood Acres Limited Partners, has its principal place of business at 20 North Orange Avenue, Suite 1400, Orlando, Florida 32801, and its General Partner is James L. Lentz.

2. The land area to be served by the District is located wholly within Osceola County. The land area is bounded on the north by Buck Lake and undeveloped land; the south by U.S. Highway 441/192; on the east by Cat Lake and undeveloped land; and the west by undeveloped land abutting U.S. Highway 441/192; and comprises approximately 993 contiguous acres. A map showing the

location of the land area to be serviced by the District is attached as Exhibit "1".

3. A metes and bounds legal description of the external boundaries of the District is attached as Exhibit "2". There is no real property within the boundaries of the District which is to be excluded from the jurisdiction of the District.

4. Attached as Exhibit "3" is documentation constituting written consent to the establishment of the District by the owners of 100% of the real property to be included in the land to be serviced by the District.

5. The five (5) persons designated to serve as the initial members of the Board of Supervisors of the District, who shall serve in that office until replaced by elected members, as provided in section 190.006, Florida Statutes, are:

- | | |
|---|--|
| (1)
whose address and relationship to petitioner, if any, are: | Mrs. Martha E. Lentz
3233 Tindall Acres Road
Kissimmee, Florida 32804
(Wife of General Partner) |
| (2)
whose address and relationship to petitioner, if any, are: | Mr. James O'Keefe
940 Douglas Avenue, Apt. #196
Altamonte Springs, Florida 32714
(Brother-in-law of General Partner) |
| (3)
whose address and relationship to petitioner, if any, are: | Mr. William "Billy" Johnson
Post Office Box 420843
Kissimmee, Florida 34742
(Not an Employee or Relative) |
| (4)
whose address and relationship to petitioner, if any, are: | Mr. Kenneth Peach
7146 Shady Wood Lane
Orlando, Florida 32835
(Not an Employee or Relative) |
| (5)
whose address and relationship to petitioner, if any, are: | Mr. Gregory Scott Butterfield
6861 N. W. 104 th Lane
Parkland, Florida 33076
(Not an Employee or Relative) |

6. The name of the District is the Harmony Community Development District. The District charter is a uniform charter created expressly in uniform general law in sections 190.006 - 190.041, Florida Statutes.

7. A map of the land area proposed for the establishment of the state-created, statutory District, showing current major trunk water mains, sewer interceptors, utilities and outfalls, if any, is attached as Exhibit "4".

8. The estimate of proposed timetables and related costs of construction and provision of District systems, facilities and services which are contemplated by Petitioners and which may be proposed to the District's Board of Supervisors, when established, and based upon available data, which are subject to change, is attached as Exhibit "5".

9. Osceola County has adopted all mandatory elements of its Local Government Comprehensive Plan ("Plan") in accordance with requirements of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985, as amended in 1986, and Osceola County has completed its revised plan for minimum criterion review pursuant to *chapter 9J-5, Florida Administrative Code*, by Osceola County ordinance No. 91-05, as amended, which is currently in effect, and which is currently in compliance. Osceola County Ordinance No. 93-11 and all amendments as enacted by Ordinance Nos. 93-14, 93-15, 94-11, 94-22, 95-12, 96-24, 96-25 and 97-7 presently designate the land area within the legal description of the land proposed to be serviced by the state-created District as "Rural Community."

A copy of Osceola County Ordinance No. 93-11 and all amendments as enacted by Ordinance Nos. 93-14, 93-15, 94-11, 94-22, 95-12, 96-24, 96-25 and 97-7 and the entire Osceola County Comprehensive Plan, as amended, are on file with the with the Osceola County Attorney's Office and the Osceola County Comprehensive Planning Staff, so that accordingly, only the future

land use map ("FLUM") is attached as Exhibit "6".

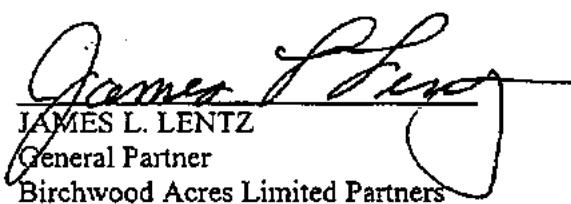
11. Petitioner contemplates a petition by the District, once established, to obtain consent of the Commission, as provided by section 190.012(2), Florida Statutes, to exercise some or all the powers granted therein to the District by the general law charter.

WHEREFORE, Petitioner respectfully requests the Commission to:

A. Direct its staff to notice, as soon as practicable, a local, public, non-emergency and information-gathering and ordinance hearing pursuant to the requirements of section 190.005(2)(c), Florida Statutes, on the subject of whether to grant this Petition for the establishment on the proposed land area of the Harmony Community Development District and to enact the ordinance establishing the District.

B. Grant this Petition and adopt the ordinance to establish the District in conformity herewith: expressly to designate in the ordinance the land area to be the land served by the District, the name of the District, and the initial Board of Supervisors of the District and expressly to recognize in the ordinance, by statutory citation, that the uniform, general law charter of the District was created by the Florida Legislature in sections 190.006 - 190.041, Florida Statutes. Recognize the impending petition to allow the District to exercise powers granted by law under section 190.012(2), Florida Statutes, and that such potential exercise has been reviewed and assessed to the date of the ordinance. Finally, provide that, with regard to any future specific consent by Osceola County to the exercise by the District of any other special powers granted expressly in its general law charter, the legal existence and authority of the District, as created by State law and as established by this ordinance, shall have thereby been decided.

Respectfully submitted this 13 day of Dec., 1999.



JAMES L. LENTZ

General Partner

Birchwood Acres Limited Partners

20 North Orange Avenue, Suite 1400

Orlando, FL 32801

407-426-9611



KENZA VAN ASSENDERP

Young, van Assenderp, Varnadoe, & Anderson P.A.

225 S. Adams Street, Suite 200

Tallahassee, Florida 32301

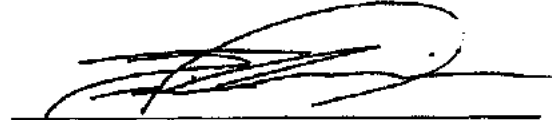
(850) 222-7206

Attorneys for Petitioner

BK 0170 PG 0840F

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that a true and correct copy of the foregoing Petition for Establishment of a Community Development District was furnished to the Osceola County Attorney's Office this 13 day of DEC., 1999, by U. S. regular mail to: Jo Thacker, Assistant Osceola County Attorney, Osceola County Attorney's Office, 17 South Vernon Avenue, Kissimmee, Florida 34741.



Timothy S. Franklin
Florida Bar I.D. No. 172464

For: Kenza van Assenderp

HARMONY - COMMUNITY DEVELOPMENT DISTRICT

(12/2/99)

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 18, 19, 29 AND 30, TOWNSHIP 26 SOUTH, RANGE 32 EAST AND IS SECTIONS 24 AND 25, TOWNSHIP 26 SOUTH, RANGE 31 EAST, DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 32 EAST; THENCE RUN S89°56'25"W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 1495.82 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY #441 AND #192, ALSO KNOWN AS STATE HIGHWAY #24 AND #500; THENCE RUN N60°13'25"W ALONG SAID RIGHT OF WAY LINE, 2033.76 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE N60°13'25"W, 5441.41 FEET TO A CURVE CONCAVE TO THE NORTHEAST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 14°23'26", A RADIUS OF 3769.83 FEET, AN ARC LENGTH OF 946.85 FEET, A CHORD BEARING OF N53°01'42"W AND A CHORD DISTANCE OF 944.36 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE RUN THE FOLLOWING COURSES AND DISTANCES N74°13'41"E, 52.83 FEET; N86°39'51"E, 46.70 FEET; N67°55'40"E, 44.33 FEET; N40°27'30"E, 47.08 FEET; N29°24'43"E, 114.95 FEET; N48°10'11"E, 45.80 FEET; N82°04'52"E, 52.12 FEET; S60°31'49"E, 49.70 FEET; S24°48'19"E, 47.74 FEET; S06°46'08"E, 53.69 FEET; S49°19'36"E, 26.55 FEET; S50°30'35"E, 199.26 FEET; S69°32'11"E, 37.49 FEET; N28°10'14"E, 81.84 FEET; 48°39'41"E, 37.99 FEET; N81°44'19"E, 34.19 FEET; S73°24'20"E, 38.25 FEET; S76°15'24"E, 141.81 FEET; N89°56'15"E, 193.97 FEET; N74°42'23"E, 194.59 FEET; N41°26'00"E, 76.49 FEET; N00°01'11"E, 163.97 FEET; N09°48'56"W, 383.06 FEET; N15°23'16"W, 303.63 FEET; N05°05'09"W, 224.32 FEET; N01°10'39"E, 145.00 FEET; N17°58'49"E, 193.59 FEET; N18°34'59"E, 168.84 FEET; N15°46'56"W, 357.00 FEET; N20°53'23"W, 335.24 FEET; N05°57'48"W, 60.92 FEET; N26°52'07"E, 72.71 FEET; N61°02'06"E, 47.84 FEET; N78°44'52"E, 110.72 FEET; N72°42'27"E, 120.32 FEET; S77°41'29"E, 99.75 FEET; S71°00'39"E, 115.03 FEET; S64°04'27"E, 121.52 FEET; S73°52'48"E, 373.73 FEET; S77°46'44"E, 378.59 FEET; S77°14'14"E, 206.57 FEET; S89°48'08"E, 225.50 FEET; N88°05'31"E, 223.48 FEET; N79°47'07"E, 215.76 FEET; N71°31'29"E, 221.04 FEET; N65°31'42"E, 260.93 FEET; N72°24'14"E, 191.13 FEET; N80°28'07"E, 314.47 FEET; S81°33'33"E, 210.19 FEET; S63°38'04"E, 145.36 FEET; S48°41'35"E, 151.51 FEET; S47°07'30"E, 206.14 FEET; S67°18'48"E, 140.62 FEET; S85°22'36"E, 196.16 FEET; N78°57'44"E, 160.51 FEET; N45°52'40"E, 100.47 FEET; N06°07'25"E, 183.68 FEET; N04°22'00"W, 221.51 FEET; S84°38'03"E, 193.13 FEET; S07°16'17"E, 254.90 FEET; S77°48'56"E, 122.23 FEET; N79°04'44"E, 129.36 FEET; S81°33'56"E, 148.43 FEET; N78°59'12"E, 230.41 FEET; N75°58'39"E, 255.49 FEET; N82°27'50"E, 143.27 FEET; N40°02'39"E, 91.96 FEET; N26°34'38"E, 103.93 FEET; N68°16'07"E, 82.12 FEET; S68°32'04"E, 129.70 FEET; N79°31'45"E, 69.41 FEET; S65°07'59"E, 65.06 FEET; S29°16'41"E, 78.57 FEET; S65°38'22"E, 131.26 FEET; N82°34'06"E, 102.70 FEET; S69°49'27"E, 91.03 FEET; S89°40'00"E, 89.03 FEET; N70°55'44"E, 83.19 FEET; S89°22'52"E, 221.92 FEET; S69°59'28"E, 98.46 FEET; S60°24'40"E, 184.64 FEET; S46°10'37"E, 142.24 FEET; S38°35'30"W, 91.08 FEET; S23°01'42"E, 32.07 FEET; S68°58'51"E, 58.41 FEET; S30°04'42"E, 56.06 FEET; S17°19'48"W, 79.33 FEET; S43°27'24"W, 80.28 FEET; S23°20'53"W, 136.67 FEET; S39°31'56"W, 88.43 FEET; S64°16'14"W, 145.65 FEET; S41°38'38"W, 55.43 FEET; S07°17'07"W, 78.29 FEET; S26°24'19"W, 71.91 FEET; S48°50'42"W, 147.15 FEET; S11°00'07"E, 74.42 FEET; S12°36'55"W, 79.78 FEET; S28°27'31"W, 122.76 FEET; S32°23'07"W, 268.90 FEET; S19°27'45"W, 84.25 FEET; S05°42'27"W, 78.38 FEET; S07°19'46"W, 126.97 FEET; S29°53'13"W, 150.93 FEET; S32°03'43"W, 198.15 FEET; S37°16'02"W, 120.01 FEET; S44°54'04"W, 190.75 FEET; S54°43'58"W, 209.32 FEET; S64°43'54"W, 197.54 FEET; S72°36'24"W, 190.31 FEET; S77°06'42"W, 183.44 FEET; S53°39'03"W, 167.36 FEET; S29°25'41"W, 164.56 FEET; S05°48'52"W, 159.14 FEET; S10°15'13"E, 189.83 FEET; S42°49'00"E, 288.98 FEET; S38°19'19"E, 267.38 FEET; S38°16'37"E, 330.61 FEET; S37°24'37"E, 317.44 FEET; N59°19'07"E, 97.26 FEET; N03°19'18"E, 154.72 FEET; N28°05'05"E, 115.87 FEET; N62°00'28"E, 139.54 FEET; N85°46'22"E, 134.79 FEET; S64°35'28"E, 101.32 FEET; S46°36'21"E, 161.64 FEET; N50°08'26"E, 175.86 FEET; N66°49'48"W, 70.74 FEET; N35°28'20"W, 147.51 FEET; N26°58'52"W, 225.93 FEET;

N26°32'14"W, 164.57 FEET; N14°54'38"W, 96.45 FEET; N23°29'12"E, 68.20 FEET; N29°14'03"E, 76.89
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 158.79 FEET; S02°59'28"W, 154.69 FEET; S21°44'34"E, 159.48 FEET; S07°03'31"W, 142.64 FEET;
 S19°07'48"E, 177.70 FEET; S22°03'42"W, 99.38 FEET; S35°27'06"W, 112.21 FEET; S20°14'19"W,
 105.00 FEET; S64°27'31"W, 59.16 FEET; S32°08'36"W, 66.18 FEET; N60°13'25"W, 2000.97 FEET TO
 THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 992.594 ACRES MORE OR LESS.

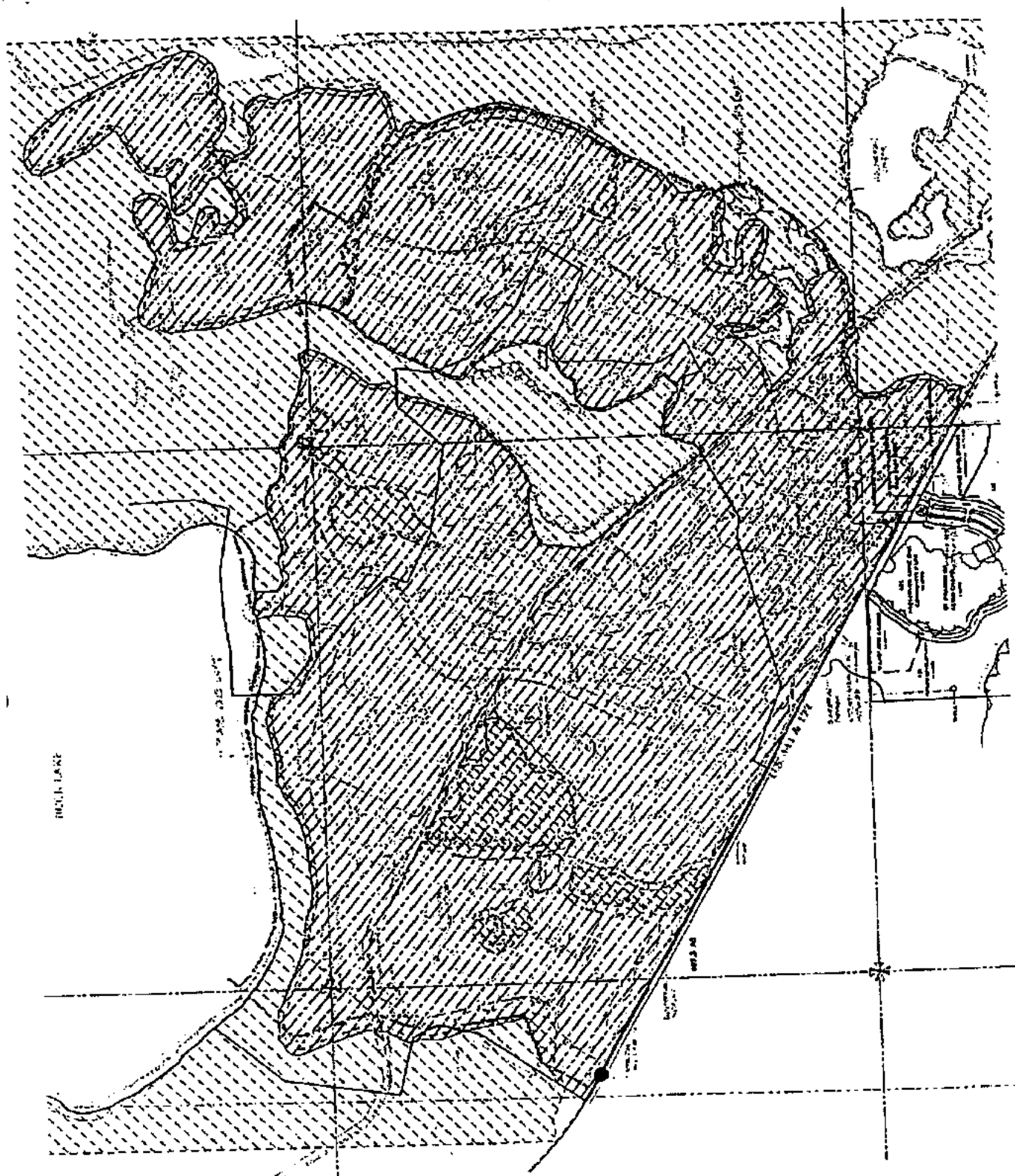


Exhibit "3"


LANDOWNER'S CONSENT TO ESTABLISHMENT OF DISTRICT

Birchwood Acres Limited Partners, with its principal place of business at 20 North Orange Avenue, Suite 1400, Orlando, Florida 32801, by and through its authorized representative, James L. Lentz, General & Managing Partner, hereby certify it is the owner of certain property located in Osceola County and more particularly described as follows:

See Exhibits "1" & "2" of the "Petition to Establish the Harmony Community Development District" incorporated herein by reference.

By signing below, Birchwood Acres Limited Partnership, as owner of 100% of the proposed land to be included in the HARMONY COMMUNITY DEVELOPMENT DISTRICT ("District"), as evidenced in the deed records of Osceola County, hereby gives full consent to the establishment of the District by Osceola County ordinance in accordance with section 190.005, Florida Statutes, and consent to the inclusion of its property within the proposed boundaries of the said District.

IN WITNESS WHEREOF, I hereunto set my hand on this 9 day of November 1999.


James L. Lentz
General Partner
Birchwood Acres Limited Partnership

STATE OF FLORIDA
Orange COUNTY

The foregoing instrument was acknowledged before me this 9th day of November, 1999, by James L. Lentz.

Personally known JAMES L. LENTZ

Produced Identification _____
Type of Identification Produced _____


Notary Public

My commission expires _____
My commission number is _____

(Printed Name of Notary Public)

GENEVIEVE M. O'KEEFE



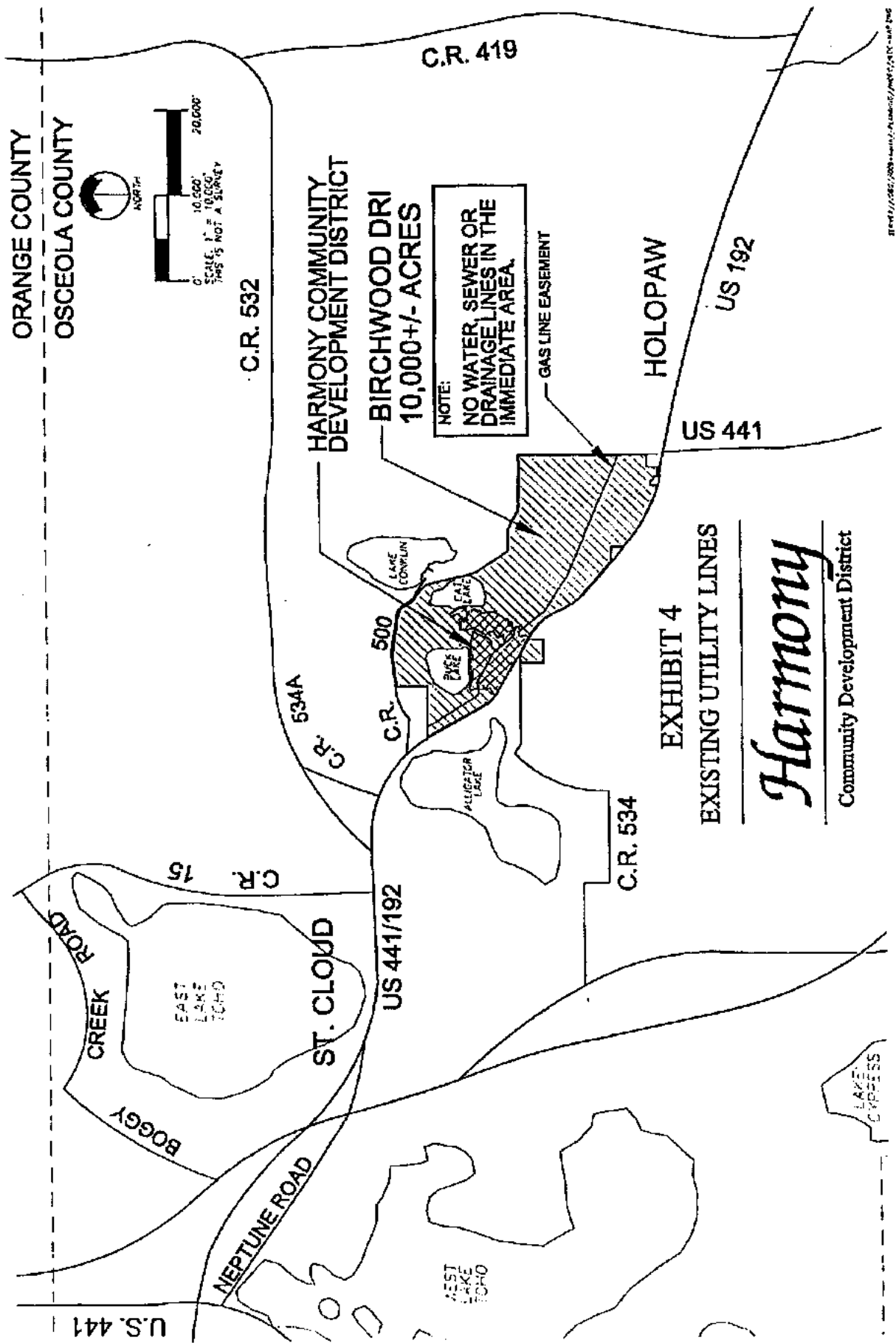


EXHIBIT 5

HARMONY COMMUNITY DEVELOPMENT DISTRICT

SUMMARY OF OPINION OF PROBABLE COSTS AND ESTIMATED TIMETABLE

INFRASTRUCTURE* (costs in thousands of dollars)				
SYSTEM, FACILITY AND SERVICE	2000	2001	2002	TOTAL
WASTEWATER PLANT	1500	0	4500	6000
WATER PLANT	1000	0	2000	3000
DRAINAGE	2500	0	0	2500
LAND (Parks, Roadways, etc.)	4500	0	0	4500
PAVING, WATER & SEWER LINE	2500	0	3400	5900
UNDERGROUND UTILITIES	1400	0	2600	4000
BIKE PATHS, TRAILS, EQUESTRIAN CENTER	1500	0	1000	2500
LANDSCAPING	1500	0	500	2000
PUBLIC FACILITIES	1250	0	0	1250
CONTINGENCIES	1500	0	1500	3000
TOTAL PRIMARY	19150	0	15500	34650

* Estimated costs of construction are for those special powers granted under section 190.012(1), Florida Statutes (1999) only. No estimates are provided for any special powers granted under section 190.012(2), Florida Statutes, since consent to exercise these state-created charter powers is by the local general purpose government within whose jurisdiction such powers are to be exercised, in this instance, Osceola County.

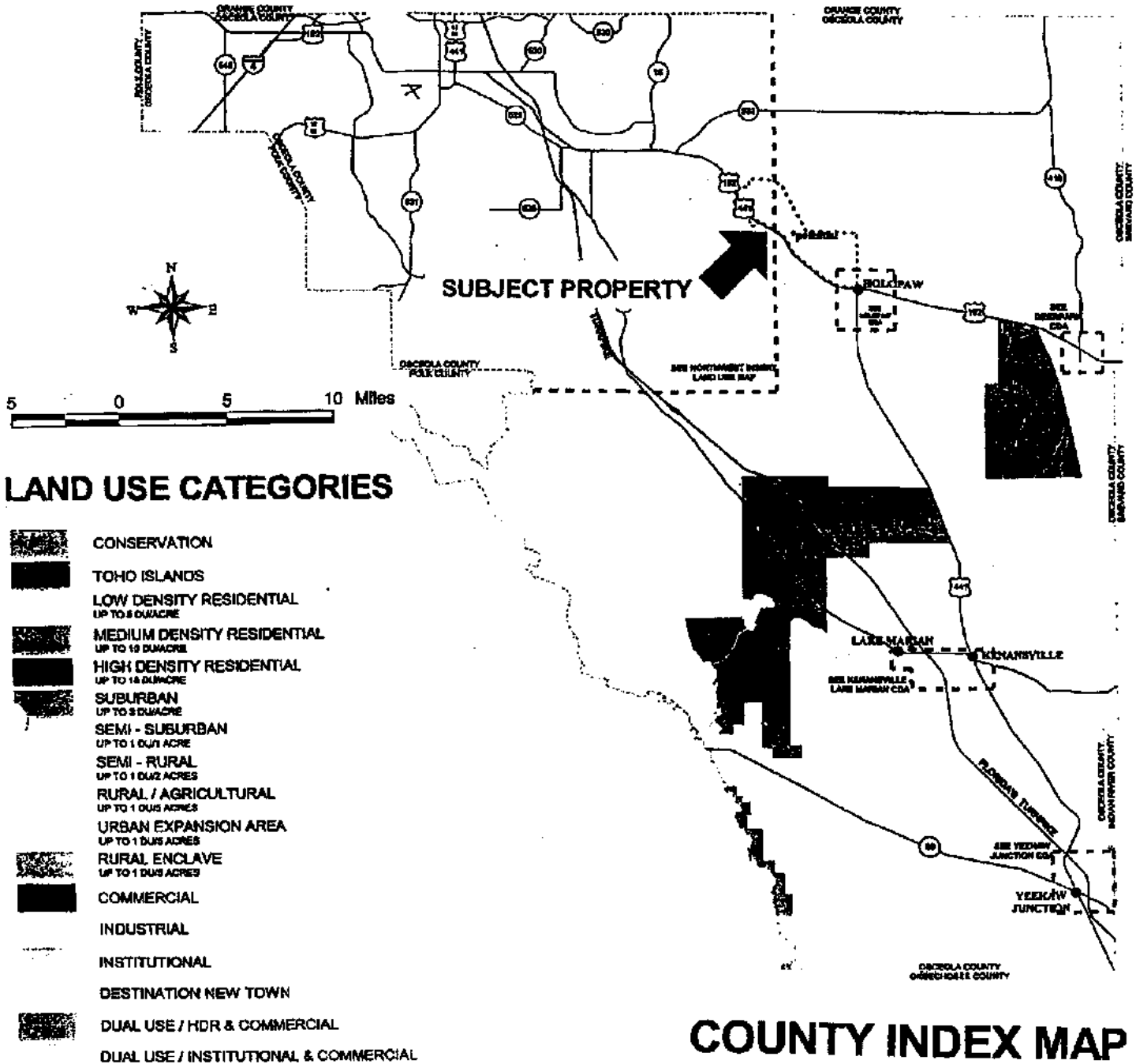


EXHIBIT 6

PLEASE SEE THE ORIGINAL PETITION
FOR THE FULL SIZE MAP OF THE OSCEOLA
COUNTY - FUTURE LAND MAP 2010

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This statement of estimated regulatory costs ("SERC") supports the petition to establish the Harmony Community Development District ("Harmony" or "District"). As a new community development district ("CDD"), the limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), F.S. (governing CDDs) as follows:

"That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant (emphasis added)."

1.2 Harmony Community Development District

The proposed District comprises approximately 993 proposed acres within Osceola County, Florida ("County"). The current development plan for the community includes approximately 2,500 residential units, about 600,000 square feet of retail/commercial space, an equestrian center, bike paths, nature trails and other amenities.

A Community Development District is an independent unit of special purpose local government created by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in large, planned community developments. CDD's provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers." Section 190.002 (1) (a) F.S.

A CDD is not a substitute for the local, general purpose, government unit, i.e., the County in which the CDD lies. A CDD does not have the permitting, zoning or police powers possessed by general purpose governments. A community development district is an alternative means of financing, constructing, operating and maintaining community infrastructure for planned developments, such as Harmony. The scope of this SERC is limited to evaluating the consequences of approving the proposal to establish the Harmony Community Development District.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S. (1997), defines the elements a statement of estimated regulatory costs for rules must contain, which also apply, because of Chapter 190, F.S., to this ordinance:

"(a) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(b) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(c) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting.

(d) An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S. (Osceola County is not defined as a small county for purposes of this requirement).

(e) Any additional information that the agency determines may be useful.

(f) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1) (a) and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule."

2.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the ordinance.

The principal entities that are likely to be required to comply with the ordinance include the District, the State of Florida, and Osceola County. In addition, future landowners in Harmony will also be affected by the establishment of the District on the proposed property. As noted above, Harmony is designed to include approximately 2,500 housing units, about 600,000 square feet of

retail/commercial space, an equestrian center, bike paths, nature trails and other amenities.

3.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state and local revenues.

3.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

There will be minimal costs to State and existing local governments to implement the proposed ordinance establishing the Harmony Community Development District. Since Harmony is under 1,000 acres and lies within the County, it is the County alone that must evaluate and decide upon the proposed ordinance. The State has no role in evaluating the proposed ordinance. However, the State will have some modest implementation costs relating to the various reports the CDD must file. These are described below.

Since Harmony lies entirely within the County, the County will examine the petition to establish the District and decide upon the proposed ordinance. There will be staff costs for the review, the costs of a public hearing, and costs to the County Commission to consider the proposed ordinance.

These costs are modest for a number of reasons. First, review of the petition to establish the CDD is limited by statute to the financial and operational aspects of establishing the District, and they do not include analysis of the Harmony development project itself. Second, the petition itself provides most, if not all, of the information needed for a staff review. Third, existing general purpose local governments already possess the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Finally, general purpose local governments routinely process applications for land uses and zoning changes that are far more complex than is the petition to establish the state-created CDD on the proposed property.

Furthermore, these should be fully offset by the filing fee allowed under State law. Thus, the net cost to the County to review the proposed ordinance is very small, if it exists at all.

As units of local government, CDDs must file all reports required by units of local government in Florida. These include, but are not necessarily limited to the following:

- (a) copies of each annual financial report for the previous year must be filed with the County and the Department of Banking and Finance no later than March 31 of each year;

(b) budgets for the upcoming fiscal year are the subject of public hearing, after proper newspaper notice, and are subject to review and optional comments by the County within which the CDD is located;

(c) within twelve months of the close of each fiscal year, a CDD must file certified copies of its audited financial statements with the County;

(d) each year a CDD must file with the County and the Division of Bond Finance of the State Board of Administration a complete description of all of its outstanding bonds (Chapter 218.38, F.S.);

(e) each year a CDD must file with the County a schedule of time, date and location of all regular meetings of the Board of Supervisors (Chapter 189, F.S.);

(f.) each year a CDD must file a public facilities report pursuant to the requirements of Chapter 189.415, F. S.;

(g.) certain certifications to the Department of Community Affairs Special District Information Program concerning bond sales and the character of the bond issue to the effect that either:

(1) the bonds were rated in one of the highest four categories by a nationally recognized rating service;

(2) the bonds were privately placed with or otherwise sold to accredited investors;

(3) the bonds were backed by credit enhancement; or

(4) the bonds were accompanied by an independent financial advisory opinion stating the estimates of debt service coverage and probability of repayment as reasonable; and

(h) the obligation to notify the Governor and the Legislative Auditing Committee of any impending or existing financial emergency of the CDD (Chapter 189.049, F.S.).

In addition, CDDs are governed by the provisions of Chapter 189.412 and must participate in the Special District Information Program conducted by the Department of Community Affairs. The Department charges a fee of \$175 per year to each CDD to offset the Department's costs.

The review and collation of all of these reports absorbs some resources of the State and its various agencies. However, the incremental cost of one additional set of local governmental reports is minimal. The same is true for the County which will also receive various reports from the CDD for informational purposes. However, no ongoing action is required from either the State or the other local governments. The CDD is an independent unit of local government with its own budget and its own staff.

3.2 Impact on State and Local Revenues

Adoption of the proposed ordinance to approve the establishment of the Harmony Community Development District will have no adverse impact on State and local revenues. As noted above, the District's sole proposed functions are granted and provided in Chapter 190, F.S. and relate strictly to the planning, financing, constructing, operating and maintaining community infrastructure and services to serve the Harmony community.

4.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Transactional costs to the State and local agencies in reviewing the petition to establish the District have been discussed above. Beyond those administrative costs, there will be no cost incurred by the State of Florida, any of its agencies, or local governments.

Harmony Community Development District is created by law to plan, finance, operate, and maintain community infrastructure and services to serve the property in the Harmony community. The District will levy non-ad valorem special assessments on properties within its boundaries to finance the infrastructure the District provides and to defray the costs of operating and maintaining that infrastructure and associated community facilities. The table below summarizes the opinion of probable costs and estimated timetable for the District's infrastructure.

HARMONY COMMUNITY DEVELOPMENT DISTRICT SUMMARY OF PROBABLE COSTS AND ESTIMATED TIMETABLE

<u>Infrastructure Component</u>	<u>2000 to 2002</u>
Water and Wastewater	\$18,900,000
Surface Water Management	2,500,000
Roadways	4,500,000
Bike Paths, Trails, Equestrian Center	2,500,000
Landscaping	2,000,000
Public Facilities	1,250,000
Construction Contingency	<u>3,000,000</u>
Total	\$34,650,000

The total estimated construction cost (including engineering and construction contingency) for these facilities is \$34,650,000. Also, various financing reserves must be provided for, such as a Debt Service Reserve (approximately \$3,627,300), and capitalized interest (approximately \$5,652,811). In addition to estimated costs of bond issuance of approximately \$1,049,889. In total, the District plans to issue approximately \$44,980,000 in special assessment revenue bonds to fund the above costs.

Prospective future land owners in the District would be required to pay off the special assessment revenue bonds over 30 years in the form of non-ad valorem special assessments levied by the District and collected by the Osceola County Tax Collector (the Tax Collector and Property Appraiser are reimbursed for their expenses). However, as is the case in most CDDs, the landowner may make some paydown of this debt at or before closing on the property. While not required to do so, landowners and developers in CDDs almost always pay down some, or all, of the debt encumbering properties prior to closing. This is because debt levels would otherwise be an obstacle to the sale of property in the District.

In addition to the levy of non-ad valorem special assessments for debt service, the petitioner for the District also plans an annual levy for operations and maintenance of the District.

In considering the costs that must be paid by those affected by the proposed ordinance to establish the Harmony Community Development District, two points are important. First, unlike most other situations, 100% of the costs which would be funded by the District (in this case construction and maintenance of roadways, utility lines, and drainage systems) would have to be incurred in any event. These costs are not peculiar to the establishment of the District. If the District does not provide these facilities and services, the Developer would borrow money, construct the facilities, and raise the prices for its real estate products to cover these extra costs. If the District does not operate and maintain these facilities, a homeowners association (or similar entity) would have to assess its members to pay for this management service. The point is that these costs exist in any event.

Second, State law requires that prospective property owners be notified that these District levies exist. Anyone purchasing property subject to the District's levies does so voluntarily and with full information. Thus, those who are subject to the transactional costs of the proposed ordinance choose, voluntarily, to be governed by the District so far as infrastructure provision is concerned.

5.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

Approval of the petition to establish the Harmony Community Development District will have only incidental impact on small businesses, and it is positive. The District must operate according to Florida's "sunshine" laws, and the District must take bids for the goods and services it will purchase. As a result, small businesses will be better able to compete for District business serving the lands to be included within the District.

The approval of the District will not have any impact on small counties and cities as defined in Section 120.52, F.S. The County is not a small county as defined.

6.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Developer's Engineer and other professionals associated with the Developer.

Fishkind & Associates, Inc.

By


Arthur H. Diamond, Associate

Attachment B

AFFIDAVIT OF KRISTEN SUIT

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true and based on personal knowledge:

1. My name is Kristen Suit. I currently work for Inframark in the position of District Manager.
2. Inframark has entered into a sub-contract with Harmony Community Development District ("Harmony CDD" or the "District") to provide services as Harmony CDD's District Manager.
3. All publicly noticed meetings of Harmony CDD are conducted at the Harmony Golf Preserve Clubhouse, 7251 Five Oaks Drive, Harmony, FL 34773, which is located within the District and within Osceola County, Florida. The Board of Supervisors and District Managers, among others, attend the public meetings in this location.
4. Harmony CDD's District Office (its main office location during all times other than publicly noticed meetings) is located at 313 Campus Street, Celebration, FL 34747, in Osceola, County.
5. The "Regional Office" listed on the Harmony CDD website, 210 N. University Dr., Coral Springs, FL 33071, is not a regional office of the District. It is a regional office of Inframark. It is not the principle headquarters of the District. The address was listed on Harmony CDD's website simply as an additional point of contact for the District Manager.
6. At no time did the District authorize the Broward county office to be listed as the District's regional office on the Harmony CDD website. This appears to have been a typographical error.



Kristen Suit

Address:

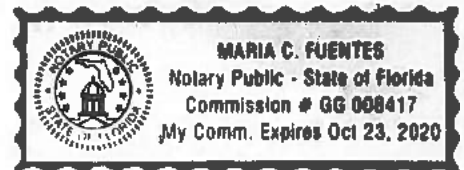
313 Campus Street
Celebration, FL 34747

STATE OF FLORIDA

COUNTY OF LEON

Sworn to and subscribed before me this 4 day of June, 2018, by
Kristen Suit

Maria C. Fuentes
(Signature of Notary Public - State of Florida)



Maria C. Fuentes
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

6B.iii.

HARMONY COMMUNITY DEVELOPMENT DISTRICT

In re: Pool Works

RECOMMENDED ORDER: DECISION DETERMINING SUBSTANTIAL INTEREST

The Board of Supervisors of the Harmony Community Development District (hereinafter the “District”) conducted a hearing pursuant to the Harmony CDD Rules & Policies, Chapter 1, Section 6: Decisions Determining Substantial Interest, during the course of its regular meeting on May 31, 2018 at 6:00 P.M., at the Harmony Golf Preserve Clubhouse, located at 7251 Five Oaks Drive, Harmony, Florida 34747.

Present at the hearing were the District’s Board of Supervisors:

Steve Berube, Chairman
Ray Walls, Vice Chairman
David Farnsworth, Assistant Secretary
William Bokunic, Assistant Secretary
Kerul Kassel, Assistant Secretary

Also present were:

Bob Koncar, District Manager: Inframark
Tim Qualls, District Counsel: Young & Qualls, P.A.
Gerhard van der Snel, District Staff: Field Manager
Kristen Suit, District Manager: Inframark
Chris Tarase, Vice President: Inframark
Alan Baldwin, Accounting Manager: Inframark
Residents and Members of the Public

Statement of the Issue:

Whether the District should alter its previous decision to withhold the \$20,000 final payment pursuant to the contract between the District and Deep South Trading Co. d/b/a Pool Works (hereinafter “Pool Works”) to remedy the deficiencies in Pool Works’ performance under the contract.

Findings of Fact:

- 1.# Pool Works and the District entered into a contract for pool resurfacing services on December 21, 2017. *See* Attachment A.
- 2.# The contract provided that Pool Works would perform pool resurfacing, tile installation, and grout replacement services on the Swim Club and Wading pools located in Town Square in Harmony. *Id.* at § I.

- 3.# The total contract price was \$40,000. Pursuant to the contract, the District paid 50% of the contract price (\$20,000) prior to commencement of the work. The remaining 50% (\$20,000) was to be paid according to the *Local Government Prompt Payment Act* only following completion of the work, a satisfactory inspection, and the District's receipt of releases of liens. *Id.* at §§ VI & XVI.
- 4.# The contract provides that Pool Works' duties be fulfilled "to the satisfaction of the District Manager." *Id.* at § VI(3)(a).
- 5.# Following Pool Works' completion of the work, the District supplied a punch list of contractual deficiencies to Pool Works in accordance with the contract.
- 6.# Pool Works did some additional work on the pools; however, Pool Works failed to correct all of the noted deficiencies to the District's satisfaction. The deficiencies remaining included:
- a.# Acid damage to ADA cover; also note the stainless steel base of the ADA lift is suddenly rusty--perhaps from the acid bath;
 - b.# Low Return water flow, most likely because filter grids have been clogged by grit; the low suction flow is causing difficulty in surface skimming;
 - c.# The bottom radius of the coping--meaning the water side--is still covered with grout;
 - d.# The grouting of the coping is not flush in many areas;
 - e.# Surface of coping damaged by grout and cleaning;
 - f.# Cracked grout between new vertical tiles and coping;
 - g.# Poor transitions at the sitting benches;
 - h.# The pool bottom is still being covered by excess grout and the white & blue finish that continues to break free and settle.
- See Attachment B.*
- 7.# The District requested that another contractor, Bluescape Pools & Spas, inspect the pool and provide an opinion of the quality of the work performed by Pool Works and a quote to fix certain deficiencies.
- 8.# Manuel Izquierdo with Bluescape Pools & Spas opined that the tile work was not completed according to industry standards because there were a large number of tiles that were not level to the top of the coping. *See Attachment C.*
- 9.# The quote received from Bluescape Pools & Spas for correction and replacement of the unlevel tiling and grout-damaged coping, totaled \$19,224.00. *See Attachment D.*

10. ~~#~~At its regular meeting on March 29, 2018, the District's Board of Supervisors decided to withhold the final \$20,000 payment in order to correct the contractual deficiencies resulting from Pool Works' performance.
11. ~~#~~hereafter, Pool Works was notified of the District's decision and the right to request a hearing in accordance with the Harmony CDD Rules & Policies, Chapter 1, Section 6: Decisions Determining Substantial Interest, within fourteen (14) days.
12. ~~#~~Pool Works requested a hearing within the required timeframe under the Harmony CDD Rules & Policies, Chapter 1, Section 6: Decisions Determining Substantial Interest.
13. ~~#~~Pool Works' President, Rebecca Griffiths, appeared on behalf of Pool Works at the hearing. Ms. Griffiths did not dispute the poor quality of workmanship or deficiencies in Pool Works' performance. Ms. Griffiths did, however, state that she felt the amount being withheld (\$20,000) was too high to account for the deficiencies in performance.
14. ~~#~~The Board discussed the various items of deficiencies in Pool Works' performance, including but not limited to: excessive grout in the stone face of the coping; poor tile lines; cracked grout; poor transitions; poor corners, the need to redo the gutter plaster when replacing the tile; damage to the ladders, ADA chair lift and cover; and damage to filters.
15. ~~#~~Photographs of the pool were displayed on the record.¹
16. ~~#~~The Board noted that the \$19,224.00 quote from Bluescape Pools & Spas would only address the tiling and coping issues. It did not take into account additional costs that the District has or will entail, including but not limited to: staff and legal fees and lost use of the pool by residents during additional repairs.
17. ~~#~~Several Supervisors stated that they believed withholding of the \$20,000 final payment to be more than fair to account for the contractual deficiencies, given that the anticipated total costs to the District to correct the deficiencies will exceed \$20,000.

Conclusions of Law:

1. ~~#~~ When a party contracts for services to be satisfactorily performed, such party is entitled to satisfaction. *See Paddock v. Bay Concrete Industries*, 154 So. 2d 313, 316-17 (Fla. 2d DCA 1990) (*citing Hazen v. Cobb-Vaughan Motor Co.*, 117 So. 853 (Fla. 1928)); *see also Richey & Associates, Inc. v. Eagle Communities, Inc.*, 531 So. 2d 366, 367 (Fla. 1st DCA 1988).
2. ~~#~~ The standard for evaluating "satisfaction" is the party's personal or subjective satisfaction. *Richey*, 531 So. 2d at 367.

¹ The photographs are available in the District Office.

- 3.# However, the requirement of personal satisfaction must be exercised in good faith, meaning that breach of contract will only be found on an *honest* dissatisfaction with the other party's performance; the dissatisfaction must be real and must not be feigned or capricious. *Id.*; *Hazen*, 117 So. 853.
- 4.# The Florida Local Government Prompt Payment Act provides that when a "good faith dispute" exists regarding whether a contractor has completed punch list items pursuant to a contract, the local government may continue to withhold up to 150% of the costs to complete such items. § 218.735(7)(a), Fla. Stat. (2018).
- 5.# The standard for Pool Works' performance under the contract is to the satisfaction of the District.
- 6.# The District has demonstrated an honest dissatisfaction for Pool Works' performance of its duties under the contract, which has been evidenced through extensive testimony on the record and discussion held during previous public meetings. The District's honest dissatisfaction is further bolstered by the District's seeking of a bid from a third-party contractor to fix certain deficiencies, that third-party contractor's opinion that the tile work was not completed according to industry standards, and Pool Works' own acknowledgement of the performance deficiencies.
- 7.# Pool Works has breached the contract by failing to perform its duties under the contract to the satisfaction of the District.
- 8.# Based on that quote received from Bluescape Pools and Spas, and the District's good faith dispute with Pool Works regarding its failure to correct the contractual deficiencies to the satisfaction of the District pursuant to the contract, the District is entitled to withhold more than \$20,000 to correct the contractual deficiencies.
- 9.# The District's anticipated damages attributable to Pool Works' breach under the contract, including but not limited to replacement of ADA cover, replacement of pool filters, corrective work to fix unlevel tile and grout-filled coping, and associated legal costs, are greater than \$20,000.

RECOMMENDED FINAL ACTION:

In accordance with the foregoing, it is recommended that the Board uphold its previous decision to withhold the \$20,000 final payment pursuant the contract between the District and Pool Works because Pool Works has breached the contract and the District's damages attributable to that breach amount to more than \$20,000.

THE DISTRICT ADOPTS THIS RECOMMENDED FINAL ORDER.

Chairman

Date: _____

As approved by the Board of Supervisors of the Harmony Community Development District at its June 28, 2018 Regular Meeting.

Attachment A

**AGREEMENT BETWEEN POOLWORKS AND HARMONY COMMUNITY
DEVELOPMENT DISTRICT FOR POOL RESURFACING SERVICES**

THIS AGREEMENT is made and entered into this 21st day of December 2017, by and between Deep South Trading Co., Inc., d/b/a Pool Works ("Contractor"), whose address is 700 Wilma Street, Longwood, Florida 32750, and the Harmony Community Development District ("District"), care of the District Manager, whose address is 175 Hampton Point Drive, Suite 4, St. Augustine, Florida 32092 (hereinafter referred to collectively as the "Parties").

SECTION I

Purpose of Agreement

The purpose of this Agreement between Contractor and the District, is for the Parties to enter into an agreement for the provision of pool resurfacing, tile installation, and grout replacement services as set forth in Section IV below and as expressly contemplated in the three-part Proposal supplied to the District by Contractor on October 11, 2017 regarding pool resurfacing, tile installation, and grout replacement for the Swim Club Pool and Wading Pool located in Town Square in Harmony, Florida.

SECTION II

Qualifications of Contractor

Contractor warrants and 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 Sections I-III, which provisions are dispositive, is the fee for 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 the 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 the provisions of this Agreement.

SECTION IV

Duties

1. The duties, obligations, and responsibilities of Contractor are as follows:
 - a. Meet with the District Manager and/or the Field Manager at the work site to go over the scope of Services prior to beginning to perform all duties, obligations and responsibilities.
 - b. If required, submit plans and specifications to Osceola County for Commercial Plan Review, including one re-submittal, if required, due to comments.
 - c. File Notice of Commencement, if required.
 - d. Schedule and coordinate inspections, if required.
 - e. Supply all labor, materials and equipment necessary to complete the following:
 - i. Resurface the Swim Club Pool and Wading Pool with krystal krete exposed quartz aggregate, install tile, and replace grout:
 1. Drain water to suitable drainage area, installing well points as necessary to insure safety of subdecks and structures.
 2. Grind around fittings, lights, and underneath tile to allow for flush finish of new surface.
 3. Sound for hollow spots in old surface and remove.
 4. Acid wash to eliminate smooth areas.
 5. Pressure wash to cleanse and remove chemical residue.
 6. Apply acrylic based bonding coat for bonding of new finish.
 7. Apply new exposed aggregate quartz finish, troweling during curing to a smooth and durable finish.
 8. Clean cut and remove all existing grout at front, rear, and between existing coping stones at perimeter of each pool, apply new grout in District's choice of color.
 9. Install new 6" x 6" bullnose and flat tile at waterline and inside perimeter of Swim Club Pool in District's choice of color.
 10. Install new skid-resistant 2" x 6" tile in Swim Club Pool at steps, where riser meets tread to match perimeter tile.

11. Install two rows of 6" x 6" flat tile at Swim Club Wading Pool's perimeter in District's choice of color.
 12. Leave pools filled with fresh water.
 13. Remove all waste materials from jobsite.
- f. Ensure that all work is completed in compliance with the Florida Building Code.
2. All decisions concerning compliance with the terms of this Agreement and operations under this Agreement are specifically delegated and assigned to the Field Manager or her or his designee. The point person for Contractor shall be Rebecca Griffiths who shall relay any questions to the Field Manager.
3. Subject to the approval of the District Manager, Contractor shall:
- a. Be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are fulfilled to the satisfaction of the District Manager.
 - b. Ensure that employees working on the Project shall wear uniforms or other 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 Project are knowledgeable of the Project and the Services that the Contractor is performing.
 - d. Develop, implement, and maintain a safety program for 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 maintaining equipment safety features; and safety record keeping.
 - e. Ensure that unauthorized individuals (residents, visitors, etc.) are not permitted to enter the work area during construction.

- f. Be available for an inspection (walkthrough) with the District Manager or the Manager's representative during regular working hours after the duties set forth above are completed by the Contractor. This inspection shall be scheduled with the District Manager and Contractor, or their lawful representatives, with a resulting punch list of problems and corrective actions to be taken as soon as practicable after the walk-thru is completed.
 - g. Be responsible for immediately notifying the District, through the Field Manager, of any and all issues, damage, and/or decline directly related to Contractor's scope of work.
- 4. Additional duties may be specified by the District Manager or its designee.
 - 5. If a permit is required, Contractor shall endeavor to obtain permit in as timely a manner as possible after execution of Contract.
 - 6. Contractor agrees to start the project on January 10, 2018 and to satisfactorily complete project on or before February 12, 2018.

SECTION V

Duties of District

- 1. District shall pay to Contractor the fee equal to that amount set forth below in Section VI.

SECTION VI

Compensation

- 1. The District agrees to compensate Contractor a total amount of \$40,000.00. The District shall pay Contractor 50% upon commencement, and pay the remaining balance, minus any amount owed for liquidated damages described in Section VII below, upon satisfactory completion of the duties outline in Section IV above. A breakdown of this amount includes:
 - a. Resurfacing the Swim Club Pool with krystal krete exposed quartz aggregate and installing tile: \$27,330.00
 - b. Resurfacing the Swim Club Wading Pool with krystal krete exposed quartz aggregate and installing tile: \$4,900.00
 - c. Removing and replacing grout on both pools: \$7,770.00

2. This Agreement covers up to 10% hand-chipping of the pool surfaces during the resurfacing work. If additional hand-chipping is required to properly prepare the old surface, an additional charge of \$2.00 per sq. ft. of surface area will be charged by the Contractor.

3. Payment shall be made by the District in accordance with the Local Government Prompt Payment Act prescribed in Chapter 218, *Florida Statutes*. If payment in full is not timely made, then interest shall accrue on such unpaid amounts from the date payment was to be made at a rate of lesser of 18% per annum or the highest rate allowed under applicable law.

4. Any additional compensation for additional duties (including, but not limited to, additional charges for additional hand chipping described above) shall be paid only upon the written authorization of the District Manager or its designee upon Board approval.

SECTION VII

Liquidated Damages

In the event that the Contractor has not completed its duties on or before February 12, 2018, the Parties agree that damages would not be quantifiable. Consequently, Contractor agrees to pay to the District a per diem rate of \$250.00 in liquidated damages in the event the Project is not completed, excluding delays caused by inclement weather, by February 12, 2018. The Parties agree that this amount is reasonable and will be subtracted from the total amount set forth in Section VI above.

SECTION VIII

Contractual Relationship

1. Nothing herein shall be construed as creating the relationship of employer or employee between the District/District Manager and Contractor. The District is interested only in the results to be achieved, and the conduct and control of the work to be performed will lie solely with Contractor.

2. Neither the District nor the District Manager shall be subject to any obligations or liabilities of Contractor incurred in the performance of the contract.

3. Contractor is an independent contractor and nothing contained herein shall constitute or designate Contractor as an employee 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 IX

Term

This Agreement shall commence on upon execution by both Parties and will continue through until the duties of the Contractor set forth above are performed to the satisfaction of the District.

SECTION X

Insurance

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

- (a) Worker's Compensation Insurance in accordance with the laws of the State of Florida and Employer's Liability Coverage with limits of at least \$300,000 (three hundred thousand dollars) per accident or incident.
- (b) Commercial General Liability Insurance covering 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, 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) 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 XI

Indemnification

1. 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.

3. District hereby agrees to indemnify, defend and hold Contractor harmless from any losses, damages, claims, or liabilities arising in connection with any acts or omissions of District, its employees and/or agents.

SECTION XII

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 Agreement.

SECTION XIII

Assignment of Contract

1. No right or interest in this Agreement, or further formal contract, shall be assigned or delegated by 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 XIV

Waiver

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

SECTION XV

Modifications and Recordings

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

SECTION XVI

Payment for Services Procedure

1. Contractor shall deliver to the District Manager an Invoice 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 at least thirty (30) days prior to commencement to ensure that payment may be made upon or 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.
2. Any change orders are discouraged and subject to District Board approval and any District change order policy. Should any change order result in a balance due that is higher than the amount previously approved by the Board, payment of that additional amount cannot occur until after Board approval at a regular monthly meeting.

SECTION XVII

Advertising

1. 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 Contractor's services.
3. This advertising prohibition shall extend to any use of "Harmony," or the District, in any other manner whatsoever, whether specifically mentioned above or not.

SECTION XVIII

Waiver

Any failure by the District and the District Manager to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and the District

reserves the right and privilege to subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

SECTION XIX

Final Payment

1. 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 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 Contractor may have against the District in any way related to the subject matter of this Agreement.

3. Neither the District's nor 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.

4. Contractor shall be and remain liable to the District in accordance with law for all damages to the District caused by 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 Contractor is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 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 in addition to any other rights and remedies provided by law.

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

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

Harmony Community Development District
Attn: Robert Koncar, District Manager
175 Hampton Point Drive, Suite 4
St. Augustine, Florida 32092

Young Qualls, P.A.
Attn: Timothy R. Qualls
216 South Monroe St.
Tallahassee, Florida 32301

5. Written notices required to be given under this Agreement shall be deemed given when received by Contractor through personal delivery, courier service, or certified mail delivered to the following address:

Pool Works
Attn: Rebecca Griffiths
700 Wilma Street
Longwood, Florida 32750

[Remainder of page intentionally left blank]

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.

POOL WORKS

ATTEST:

C. Banayona III

Rebecca B. Griffiths, President
Printed Name: Rebecca B. Griffiths, President
Title: PRESIDENT
Date: 12/11/17

**HARMONY COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

[Signature]
Bah/Conceal

Steven P Berube
Printed Name: _____
Title: Chairman
Date: 12-21-17

As authorized for execution by the Board of Supervisors of the Harmony Community Development District at its November 2017 regular meeting.

Attachment B

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

February 12, 2018

Via EMail and U.S. Mail

poolworks2000@aol.com

Rebecca Griffiths, President
Deep South Trading Co., Inc., d/b/a Pool Works
700 Wilma Street
Longwood, Florida 32750

RE: Harmony Community Development District Pool Resurfacing Contract Work

Dear Ms. Griffiths:

We are writing this letter to you on behalf of our Client, the Harmony Community Development District (the "District"), regarding the pool resurfacing work that Pool Works contracted to complete on the District's Swim Club and Kiddie Pools located in Town Square.

Pursuant to the contract dated December 21, 2017, Pool Works agreed to satisfactorily complete the project on or before February 12, 2018. Additionally, "[a]ll decisions concerning compliance with the terms of this Agreement and operations under this Agreement are specifically delegated and assigned to the Field Manager [Gerhard van der Snel] . . . or his designee."

It is our understanding that multiple walk-thru's have occurred over the past ten (10) days and certain items listed below remain outstanding as of this morning:

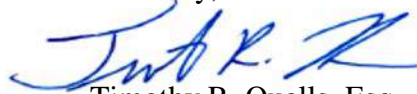
- Three (3) year warranty affidavit on bullnose tiling;
- Three (3) year warranty that cracks in gutter will not affect the quality of gutter quartz;
- Filter grid has been damaged from repeated acid washes;
- Bottom radius of coping is still heavily covered with grout around much of the pool;
- Top surface of coping has been damaged by acid-washing and many dimples in the stone surface remain grout filled;

- Grouting of grooves remains sub-par;
- Cracked grout between new vertical tiles and coping in several areas;
- Poor transitions at the sitting benches;
- Little to no return flow at many of the floor returns and very little flow into the drains on the skim shelf;
- Damaged coping and vertical tile faces that have been patched reflect poor workmanship;
- Patchwork repairs in a few corners under water level reflect poor workmanship;
- Acid wash damage to ADA lift cover and steel base of ADA lift.

Pursuant to the liquidated damages provision contained in Section VII of the contract (Liquidated Damages), Pool Works “agree[d] to pay to the District a per diem rate of \$250.00 in liquidated damages in the event the Project is not completed, excluding delays caused by inclement weather, by February 12, 2018. The Parties agree that this amount is reasonable and will be subtracted from the total amount set forth in Section VI [Compensation] above.” Furthermore, Section XVI (Payment for Services Procedure) states that final payment shall be made only following a satisfactory inspection. Accordingly, for all concerns not resolved by the end of the day, the District will be subtracting \$250.00 per day from the remaining compensation due until they are resolved.

We hope that these outstanding concerns can be resolved quickly to minimize the amount of liquidated damages that will be subtracted from the final payment. The District Manager and Field Operations Manager stand ready to assist regarding these areas of concern.

Sincerely,



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

TRQ/

cc: Harmony Community Development District Board of Supervisors; District Manager,
Robert Koncar

Attachment C

1. My name is Manuel Izquierdo.
2. I work for Bluescape Pools & Spas as a pool installation and repair specialist.
3. On or around March 8, 2018, I inspected the pools at Harmony Community Development District.
4. It is my professional opinion that the tiling of the pools was not completed according to industry standards.
5. When Inspecting Pool tile there was a large quantity of tiles that were not level to the top of the coping.
6. To fix this situation we will have to remove all tile in the gutter line section and reinstall new tile.
7. We will also need to remove the plaster material in the gutter section and re-apply plaster in this section.
8. In order to fix the poor work, there will be a cost of \$5,200 to replace the gutter line tile with 6X6 Traditional color tile including depth marker tiles. This includes material and labor for installation of tile with removal of old tile and reinstallation of new tile.
9. Additionally, in order to repair the tile to meet the satisfaction of the customer, we must install new travertine 2" coping. This will include removal of current precast coping, removal of 3ft of pavers around pool coping area, installation of new travertine coping and reinstallation of deck pavers matching new levels. The cost for labor and materials is \$8,840.00
10. In order to address the poor tile work, it is my opinion that we also must remove the complete gutter plaster material to be replaced with new Matching material. This will cost \$ 2,000.00
11. We will also need to refinish the gutter plaster with matching materials. Again, the replacement of the gutter is necessary in order to properly correct the tile work. The cost of this will be \$2,500 which includes labor and matching materials.

Sincerely,

A handwritten signature in black ink, appearing to read 'Manuel A. Izquierdo', written in a cursive style.

Manuel A. Izquierdo
President
Bluescape Pools & Spas Corp.

Attachment D



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

Estimate

Date	Estimate No.
3/8/2018	1403

Phone #	Lic #
407-744-8335	CPC 1458511

E-mail
bluescapepool@yahoo.com

Name/Address

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

Description	Qty	Rate	Total
Tile Replacement gutterline tile with 6X6 Traditional color tile including depth marker tiles *****Includes material and labor for installation of tile with removal of old tile and reinstallation of new	1	5,200.00	5,200.00
Installation of New travertine 2" coping This will include removal of current precast coping, removal of 3ft of pavers around pool coping area, installation of new travertine coping and reinstallation of deck pavers matching new levels.	1	8,840.00	8,840.00
Removal of complete gutter plaster material to be replaced with new Matching material.	1	2,000.00	2,000.00
Refinish of Gutter plaster with matching materials	1	2,500.00	2,500.00
17 X 24 Commercial Grids (this grids will be installed at no additional labor cost with previous work. If job is not awarded we can still replace the grids for an additional \$200.00 Labor Charge When Inspecting Pool tile there was allot of tiles not leveled to the top of the coping . To fix this situation we will have to remove all Tile in the gutter line section and reinstall new tile,we will also need to remove the plaster material in the gutter section and re apply plaster in this section. Note: The plaster that is quoted will be similar in color there is a chance the new plaster material and old material will not be exactly the same as the materials will be from different batches and it could have a slight difference.	38	18.00	684.00

Total \$19,224.00

I/WE , THE OWNERS OF THE PREMISES MENTIONED ABOVE HEREBY AUTHORIZE YOU TO FURNISH ALL NECESSARY MATERIALS, LABOR, AND WORKMANSHIP TO INSTALL, CONSTRUCT AND PLACE THE IMPROVEMENTS ABOVE DESCRIBED.
PARTS WARRANTY: ALL PARTS AS RECORDED ARE WARRANTED AS PER MANUFACTURER SPECIFICATIONS.
LABOR GUARANTEE: THE LABOR CHARGED AS RECORDED HERE RELATIVE TO THE EQUIPMENT SERVICED AS NOTED, IS GUARANTEED FOR A PERIOD OF 30 DAYS. WE DO NOT, OF COURSE, GUARANTEE OTHER PARTS THAN THOSE WE INSTALL. IF REPAIR LATER BECOMES NECESSARY DUE TO OTHER DEFECTIVE PARTS, THEY WILL BE CHARGED SEPERATELY.
CONSTRUCTION WORK WILL HAVE 1 YEAR WARRANTY ON LABOR.
IT IS AGREED THAT BLUESCAPE POOLS & SPAS WILL RETAIN TITLE TO ANY EQUIPMENT OR MATERIAL FURNISHED UNTIL FINAL AND COMPLETE PAYMENT IS MADE, AND IF SETTLEMENT IS NOT MADE AS AGREED, THE SELLER, SHALL HAVE THE RIGHT TO REMOVE SAME AND SELLER WILL BE HELD HARMLESS FOR ANY DAMAGES RESULTING FROM THE REMOVAL THEREOF.

Customer Signature

50% Deposit will be required before starting jobs that are \$500.00 or more

6C.

6Ci.

May/ June 2018

Facility / Park Maintenance Activities

- Routine cleaning activities – Including restrooms, trash and doggie potty removal.
- Inspected facilities for cleanliness and/or damage after each scheduled event
- Routine check on Play areas for safety and wasp nests.
- Continuing pressure washing project.
- Repaired bench at Boardwalk Buck Lake.
- Paving project Dog Park still pending as of this date.
- Installed concrete slab and park bench at Little Library Girls Scout Troop.
- Repaired Solar light at Dog park pavilion.
- Removed graffiti at Town square columns.
- Replaced damaged park bench at Dog Park.

Ponds

- See Pond reports.

Irrigation

- All Clocks inspected & adjusted as needed.
- Maxicomm fully functional.

Pools Operations

- Pools checked, chemically balanced and cleaned daily.
- Ordered new ADA Lift chair Cover Swimclub.

Boat Maintenance

- All propellers weekly checked and cleaned.
- New Bass boat will be delivered the 20th of June.
- Replaced prop of Suntracker.
- Replaced Bimini shade cover 16ft Pontoon. Storm damage.

Buck Lake Activities

- Boat Orientation held at the Dock, 9 attended

Access Cards

- Approximately 50 ID cards have been made this month.

End of report

6C.ii.

HARMONY CDD**Gerhard van der Snel**

Date	Resident	Time	M W Th	F S	Total Pass	20' Pont	16' Pont	16' SunTrk	18' Bass	Canoe	Kayak	Comments
5/16/2018	Lauren Steiert	8:00 - 11:00 AM			4		X					
5/16/2018	Larry Crouch	8:00 - 11:00 AM			2				X			
5/17/2018	Michael Giberson	8:00 - 11:00 AM			2				X			
5/18/2018	Larry Crouch	8:00 - 11:00 AM			2				X			
5/18/2018	Michael Giberson	8:00 - 11:00 AM			2			X				
5/19/2018	Justin Helton	7:30 - 10:30 AM			2		X					
5/19/2018	Lester McNeely	8:00 - 12:00 PM			1						X	
5/19/2018	Larry Crouch	10:00 - 1:00 PM			3	X						
5/20/2018	Ray Walls	7:30 - 10:30 AM		X	4	X						
5/20/2018	Donald Rice	7:30 - 10:30 AM		X	2		X					
5/20/2018	Lauren Steiert	10:00 - 1:00 PM		X	4			X				
5/21/2018	Larry Crouch	8:00 - 11:00 AM	X		2				X			
5/23/2018	Larry Crouch	8:00 - 11:00 AM			2				X			
5/23/2018	David Fugere	9:00 - 12:00 PM			2		X					
5/23/2018	Brad Vinson	2:30 - 3:30 PM			4			X				
5/24/2018	Jon Wendel	8:00 - 11:00 AM			2	X						
5/24/2018	Michael Giberson	8:00 - 11:00 AM			2				X			
5/24/2018	Larry Crouch	8:00 - 11:00 AM			3		X					
5/25/2018	Larry Crouch	8:00 - 11:00 AM			3	X						
5/26/2018	David Fugere	9:00 - 12:00 PM			2		X					
5/26/2018	Larry Crouch	9:00 - 12:00 PM			4	X						
5/26/2018	Debbie Edwards	1:30 - 4:00 PM			6			X				
5/27/2018	Michael Giberson	7:30 - 10:30 AM		X	2				X			
5/27/2018	Donald Rice	7:30 - 10:30 AM		X	2		X					
5/27/2018	william turner	10:00 - 1:00 PM		X	2			X				
5/27/2018	William Bokunic	1:00 - 4:00 PM		X	4	X						
5/30/2018	Larry Crouch	8:00 - 11:00 AM			3	X						
6/1/2018	Daniel Leet	8:00 - 11:00 AM			3			X				
6/1/2018	Larry Crouch	9:00 - 12:00 PM			4	X						
6/2/2018	Justin Helton	7:30 - 10:30 AM			2		X					
6/2/2018	Larry Crouch	9:00 - 12:00 PM			4	X						
			6	18	180	17	12	12	18	0	1	
			Total									
			Passengers: 180									
			Total Trips: 60									

Date	Resident	Time	M W Th	F S	Total Pass	20' Pont	16' Pont	16' SunTrk	18' Bass	Canoe	Kayak	Comments
6/2/2018	Michael Giberson	9:00 - 12:00 PM			2				X			
6/2/2018	william turner	10:00 - 1:00 PM			4			X				
6/2/2018	Mauricio Perez	2:00 - 4:00 PM			4	X						
6/3/2018	Joe Brotzman	7:30 - 10:30 AM		X	4	X						
6/3/2018	Donald Rice	7:30 - 10:30 AM		X	2		X					
6/3/2018	ADRIANE SHEPHERD	7:30 - 10:30 AM		X	2			X				
6/3/2018	Jason Herrman	8:00 - 11:00 AM		X	2				X			
6/3/2018	Jonathan Platt	1:00 - 4:00 PM		X	2			X				
6/4/2018	Larry Crouch	8:00 - 11:00 AM	X		2				X			
6/6/2018	Larry Crouch	8:00 - 11:00 AM			2				X			
6/7/2018	Michael Giberson	8:00 - 11:00 AM			2				X			
6/7/2018	jordan O'Boyle	9:00 - 12:00 PM			8	X						
6/8/2018	Larry Crouch	8:00 - 11:00 AM			3	X						
6/8/2018	Michael Giberson	8:00 - 11:00 AM			2				X			
6/9/2018	Justin Helton	7:30 - 10:30 AM			2		X					
6/9/2018	Joe Brotzman	7:30 - 10:30 AM			2				X			
6/9/2018	Larry Crouch	9:00 - 12:00 PM			3	X						
6/9/2018	Debbie Edwards	10:30 - 1:30 PM			6			X				
6/10/2018	Donald Rice	7:30 - 10:30 AM		X	2		X					
6/10/2018	Jonathan Platt	7:30 - 10:30 AM		X	3			X				
6/10/2018	Ray Walls	7:30 - 10:30 AM		X	4	X						
6/10/2018	Jason Herrman	8:00 - 11:00 AM		X	2				X			
6/10/2018	Keith Lash	12:30 - 3:00 PM		X	2		X					
6/10/2018	Evelyn Alvarez	1:30 - 3:30 PM		X	8	X						
6/11/2018	Michael Giberson	8:00 - 11:00 AM	X		2				X			
6/11/2018	Paul and Barb Gabel	10:00 - 1:00 PM	X		8	X						
6/11/2018	Brian Miller	12:00 - 3:00 PM	X		5			X				
6/11/2018	Larry Crouch	1:00 - 4:00 PM	X		2				X			
6/13/2018	Larry Crouch	8:00 - 11:00 AM			2				X			
			6	18	180	17	12	12	18	0	1	
			Total									
			Passengers: 180									
			Total Trips: 60									

6C.iii.

Facebook report May/June 2018.

On May 19th a resident had a concern about clippings left behind on their property line. Contacted private landscaper and resolved.

On May 25th a resident asked how to obtain ID cards. Redirected to the CDD Website.

On May 31st a resident asked how to obtain ID cards. Redirected to the CDD Website.

On June 2nd a resident asked how to obtain ID cards. Redirected to the CDD Website.

On June 5th a resident asked how to obtain renewal for ID cards. Redirected to the CDD Website.

On June CDD Manager assisted in retrieving and returning a found backpack. Contact was made with parent.

On June 5th a resident reported her access card was not working. Replaced access card.

On June 5th a resident had trouble signing in at the Reservation Portal for boats. Resolved with resident.

On June 7th a resident asked how to pay for access ID cards. Gave resident District Office address.

On June 8th a resident reported the community Mailbox was open. Redirected to USPS office.

On June 13th a resident had concerns on landscaping around the shed at the big dog park. Forwarded concern to Servello. It has been resolved.

On June 13th a resident asked when her ID will be delivered. Cards have been delivered.

End of report.

6C.iv.

Harmony CDD Monthly Pond Report

Pond #	Name	Acres	Duc	Alg	Catt	Pen	Gra	Spa	May 2018	Treatment Plan
Map Quickview, click here. Internet access not required			SEVERITY: L1=minimal L2=moderate L3=significant							* Se Clear G-Algae * Komeen Crystals-Hydrilla
Map links below require internet										
1	H-1	1.4								
2	H-1	1					L2		Littoral weeds treated	Round Up 25 gal
3	H-1	2.3								
4	H-2	3.7		L2			L2			
5	Cherry Hill	2.8		L2					Littoral weeds treated	Round Up 25 gal.
6	S. Long Pond	3.1					L2		Littoral weeds treated	Round Up 25 gal
7	N. Long Pond	3.1					L2		Littoral weeds treated	Round Up 25 gal
8	Dog Park Tr.	3.5		L1					Aquatic weed/algae	Copper/Diquat 200 gal.
9	Dog Park Tr.	1							Littoral weeds treated	Round Up 25 gal.
10	Dog Park	3								
11	Estates N.	1.8		L2					Littoral weeds treated	Round Up 25 gal
12	Estates S.	1.7		L1					Littoral weeds treated	Round Up 25 gal
13	Golf Course	1.5		L2						
14	Golf Course	1.5		L2						
15	Golf Course	4		L2						
16	Golf Course	3.4		L2						
17	Golf Course	1.4		L2						
18	Golf Course	2		L2						
19	Golf Course	5.3		L2						
20	Golf Course	3.5								
21	Golf Course	2.3		L2						
22	Golf Course	3.2		L3						
23	Golf Course	2		L3						
24	Golf Course	2		L3						
25	Golf Course	0.5		L1						
26	Golf Course	0.7								
27	Golf Course	0.7								
28	Golf Course	1.3								
29	Golf Course	1.2		L2						
30	Golf Course	2.3								
31	Golf Course	1.1								
32	Golf Course	2								
33	W. Lake	1.3		L2			L2			
34	W. Lake	0							Future pond, not active	
35	W. Lake	0							Future pond, not active	
36	N. Lake	0							Future pond, not active	
37	E. Lake	3							No treatment required	New pond
38	E. Lake	0.5							No treatment required	New pond
39	S. Lake	3.3							No treatment required	New pond
40	S. Lake	1.4							No treatment required	New pond

41	S. Lake	2.3		MAY 2018 REPORTS				No treatment required	New pond
42	S. Lake	5.2						No treatment required	New pond
43	Waterside	3							
44	DOT	6							
45	DOT	3.6						Aquatic weed/algae	Copper/Diquat 100 gal
46	DOT	2		L3				L2 Littoral weeds treated	Round Up 25 gal
47	Maintenance	0.4							
TOTAL ACRES		102.3	Total size (in acres) of all ponds combined						
TREATED ACRES		20.46	Average treated pond area is roughly 20%						

Additional Notes: Ponds

6C.vi.



Waste Connections of Florida
ORLANDO HAULING
1099 Miller Drive
Altamonte Springs, Florida 32701
Phone: 407-261-5000 Fax: 407-831-3054
www.wasteconnections.com
CustomerServiceOrlando@WasteConnections.com

Account No: 126957
Site No:
P.O.#:
Reason Code: Renewal

Customer Service Agreement for Non-Hazardous Waste

HARMONY COMMUNITY DEVELOPMENT DISTRICT c/o Inframark			HARMONY COMMUNITY DEVELOPMENT DISTRICT		
LEGAL COMPANY NAME ("CUSTOMER")-INVOICE TO			SERVICE/SITE NAME		
210 N UNIVERSITY DR. STE # 702			7300 FIVE OAKS DR.		
BILLING ADDRESS			SERVICE/SITE ADDRESS		
CORAL SPRINGS, FL 33071			HARMONY, FL 34773		
CITY	STATE	ZIP	CITY	STATE	ZIP
BILLING CONTACT PERSON		BILLING PHONE	BILLING EMAIL	SITE CONTACT	SITE PHONE
				Gerhard Van der snel	407-301-2235
				gerhardmarmony@gmail.com	
				SITE EMAIL	

NEW SCHEDULE OF SERVICE

SERVICE START DATE: 07-01-2018

Service No.	Qty	Container Size	Material Type	Service Frequency	Monthly Service Charge	Lock/Casters Charge	Container Charge	Per Haul Charge	Disposal Charge Per Ton
1	1	8YD	SW	1XW	225.00	N/A	N/A	N/A	N/A

PREVIOUS (OLD) SCHEDULE OF SERVICE

TAX JURISDICTION:

Service No.	Qty	Container Size	Material Type	Service Frequency	Monthly Service Charge	Lock/Casters Charge	Container Charge	Per Haul Charge	Disposal Charge Per Ton
1	1	8YD	SW	1XW	282.16	N/A	N/A	N/A	N/A

THE CUSTOMER AGREES THAT WASTE CONNECTIONS SHALL HAVE THE RIGHT TO ADD A SURCHARGE TO THE CUSTOMER INVOICE OR INCREASE THE RATES HEREIN IF THE CUSTOMER'S WASTE MATERIALS EXCEED AN ESTIMATED AVERAGE WEIGHT OF 110 LBS PER CUBIC YARD. SEE ALSO SECTION 6 REGARDING RATE ADJUSTMENTS.

STANDARD CHARGES: Delivery: \$100.00 EA Removal: \$100.00 EA Relocation: \$100.00 EA Exchange: \$100.00 EA Extra Pickup: \$150.00 EA

Franchise Fee Percentage: Overage Charge: \$15.00 per cubic yard. A \$6.00 Administration Charge per invoice will be assessed and can be removed by enrolling in our E-Statements and automated payments program found on www.wasteconnections.com/bill-pay

Please refer to the Pricing Policy at <https://www.wasteconnections.com/pricing-policy> for a description of our (i) fuel surcharge; (ii) environmental fee; (iii) administrative fee; and (iv) container and exchange fees, and how each fee is calculated and shown on your invoice.

THIS IS A LEGALLY BINDING AGREEMENT, SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED BELOW, ON THE REVERSE SIDE, AND THE PRICING POLICY ON OUR WEBSITE.

ADDITIONAL COMMENTS: F-E-A EXEMPT

WASTE CONNECTIONS REP AUTHORIZATION

CUSTOMER AUTHORIZATION

Waste Connections Signature:

Customer Authorized Signature. I have the authority to bind the company and understand the Terms and Conditions described herein;

X

Printed Rep Name/Title:

Printed Customer Name/Title:

Date:

Date:

Sales Rep	Credit Approval	Credit Limit	Suspendable	Contract Approval	Entered By	Date

SERVICE AGREEMENT-TERMS AND CONDITIONS

This agreement shall be effective and binding on the parties as of the date of last signature above

(1) **SERVICES RENDERED**-Waste Connections Of Florida ("Waste Connections") agrees to furnish the Waste Services and Equipment (each as defined below) and the Customer agrees to make the payments and abide by the Terms and Conditions described herein.

Customer agrees that as of and from the date that service begins, Waste Connections shall have sole and exclusive right to provide waste collection (including organic waste collection), recycling, processing and/or disposal services to customer as described on the first page of this Agreement and as may be needed from time to time by Customer during the Term (collectively, the "Waste Services"). For greater certainty, the Customer hereby represents and warrants to Waste Connections that it has no existing agreements with other companies or entities for the provision of Waste Services at the time of service commencement with Waste Connections or at any other time during the term, and hereby agrees to hold Waste Connections harmless from any claims, losses or damages resulting from any actions regarding any such contracts.

(2) **TERM**- This Agreement is for a term commencing on the Service Start Date and shall continue for a period of five (5) years thereafter (the "Initial Term"). It shall be renewed for successive five (5) year terms without further action by the parties (each a "Renewal Term" and together with the Initial Term, the "Term"). This Agreement may be terminated at the end of any five (5) year period by either party by providing written notice to the other party (via certified mail) not less than ninety (90) days or more than one hundred eighty (180) days before the end of the then current Term. The notice shall be given, as applicable, by Customer to Waste Connections at Waste Connection's address for service and to Customer at Customer's billing address, as noted on the first page of this Agreement.

If the Customer's service addresses is located within the corporate limits of the corporate limits of the City of Orlando or any other municipality or county having an enforceable restriction of the maximum term of a solid waste agreement, the term of the solid waste hauling portion of this Agreement shall be reduced to the maximum term allowed by the enforceable restriction. Additionally, if any such enforceable restriction as in the City of Orlando precludes or limits automatic renewals with regard to solid waste hauling agreements, the automatic renewal provided for in this section, as to the solid waste hauling portion of this agreement only, shall be amended to comply with the enforceable restriction. The existence of an enforceable restriction with regard to solid waste hauling agreements shall in no way affect the recycling and equipment portions of this Agreement, including, without limitation, the five-year Initial Term and automatic renewals.

1-ORIGINAL

Terms and Conditions continued on following page(s)

- (3) **EQUIPMENT** – Customer acknowledges and agrees that all Equipment furnished hereunder by Waste Connections shall remain the property of Waste Connections. The word “Equipment” as used herein shall mean all containers used for the storage of Waste Material (as defined below) including without limitation all stationary compaction units, stationary baling units, Waste Material loading devices, tanks, tankers and such other on site equipment or devices as may be specified on the first page of the Agreement. Waste Connections reserves the right to substitute the Equipment for similar Equipment at any time during the Term.

Except where Waste Connections is handling the Equipment for the purpose of servicing or collecting Waste Material, Customer acknowledges that it has care, custody and control of the Equipment while at the Customer's location and accepts responsibility for all loss or damage to the Equipment (other than for normal wear and tear). Customer will not move, remove, authorize or permit a third party to move or remove or alter the Equipment, without the written consent of Waste Connections. Customer also agrees not to overload (by weight or volume), move or alter the Equipment, and shall use the Equipment only for its intended purpose. **Customer agrees to indemnify and hold harmless Waste Connections against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the Equipment.**

The Customer agrees to keep the waste storage site and its surroundings clean including the removal of snow and ice (where applicable); not to overload the containers (by weight or volume); and to pick up all Waste Material that could fall when the containers are handled by Waste Connections. Containers and Waste Material shall be accessible to Waste Connections vehicles at all times; otherwise, waste material may not be collected; however, the Customer may still be charged. Waste Connections reserves the right to charge the Customer an “extra pick-up” fee for any additional collection service required due to the Customer's failure to provide such access or for overloaded containers.

At the termination or expiration of this Agreement, Customer will make the Equipment available for pick up by Waste Connections in the condition in which it was provided, normal wear and tear excepted.

- (4) **WASTE MATERIAL** – “Waste Material” means non-hazardous solid and recyclable waste generated by Customer. Waste Material does not include radioactive, volatile, corrosive, highly flammable, explosive, bio-medical, infectious, toxic or hazardous material (“Excluded Waste”). The term “hazardous material” shall include, but not be limited to, any waste (regardless of amount) listed or characterized as hazardous by any applicable law. Waste Connections shall acquire title to and ownership of the Waste Material when it is loaded into Waste Connections's trucks. Title and liability for any Excluded Waste shall remain with Customer, including where such waste is inadvertently picked up by Waste Connections, and **Customer expressly agrees to defend, indemnify and hold harmless Waste Connections from and against any and all damages, penalties, fines and liabilities resulting from or arising out of such waste excluded above.**

- (5) **PAYMENTS** – Customer shall pay Waste Connections for the Waste Services and or Equipment furnished by Waste Connections in accordance with the charges and rates provided for herein plus all taxes (including sales, use and service taxes), fees and other charges imposed by applicable laws and regulations upon the collection, transportation and or disposal of Customer's Waste Material. The Customer shall also be responsible for paying any and all fuel surcharges, environmental and regulatory charges, container and exchange fees, administrative fees and any other fees associated with the Waste Services in accordance with Waste Connections's Pricing Policy (the “Pricing Policy”), which may be found at www.progressivewaste.com/en/business/pricing-policy. The Customer understands and agrees that Waste Connections may update its Pricing Policy from time to time. Any such changes shall be posted on Waste Connections's website at www.progressivewaste.com. The Customer shall receive notice that a change has occurred via its next invoice.

Payment shall be made by Customer to Waste Connections within thirty (30) days of the date of an invoice from Waste Connections. Neither Waste Connections nor Customer may challenge, dispute or amend an invoice more than six (6) months after the date it was issued by Waste Connections to Customer.

Customer agrees that Waste Connections may impose and Customer agrees to pay a late fee for all past due payments provided such late fee shall not exceed the maximum rate allowed by applicable law. In addition to the foregoing, where the Customer repeatedly fails to timely pay its invoices, Waste Connections may, in addition to any other remedy it has pursuant to this Agreement and or at law, terminate this Agreement or suspend services until the Customer's account has been paid in full. The Customer acknowledges that where Waste Connections elects to suspend service, the Customer shall continue to be billed for any recurring fees during the Term of the Agreement.

- (6) **RATE ADJUSTMENTS** – Waste Connections reserves the right to adjust the rates hereunder (including by way of a surcharge) effective immediately and without notice based on any of the following factors (either individually or in any combination): (i) there has been an increase in Waste Connections's (a) labor costs; (b) disposal costs; (c) insurance costs; or (d) transportation costs resulting from a change in the location of disposal facilities; (ii) there has been a change in the composition of Customer's Waste Material or a change in the market price of commodity values associated with recyclable Waste Material; (iii) the Customer's Waste Material exceeds an estimated average weight of 85 lbs per cubic yard; (iv) there has been a change in local, state or federal laws or regulations or there has been an imposition of taxes, fees or other governmental charges assessed or passed through to Waste Connections (excluding income or real property taxes); or (v) there has been an increase (over the previous 12 months from each anniversary date of the Agreement) in either: (x) the water and sewer and trash collection services category of the Consumer Price Index for all Urban Consumers; or (y) the Consumer Price Index for all Urban Consumers, all as published by the United States Department of Labor - Bureau of Labor Statistics (with respect to this factor, if both indices have increased in the same 12 month period, Waste Connections will raise the rate based on the higher of the two indices). The Customer also agrees that Waste Connections may increase the frequency of collection and corresponding charges to ensure compliance with regulations concerning the weight of its vehicles. The rates shall be adjusted to permit Waste Connections to maintain a reasonable profit on Customer's account, after giving effect to increases in Waste Connections's direct and indirect operating costs as a result of the increases and changes described above. For greater certainty, the rates described herein do not include one-time charges that may be imposed by Waste Connections and which charges are ancillary to the performance of the Waste Services provided that Waste Connections has provided notice to the Customer of any such charges (either orally or in writing).

Where the circumstances described above do not apply, Waste Connections may also upon written notice to Customer adjust the rates herein and which adjustment shall be effective on the date specified in the notice. Notice from Waste Connections may be either on an invoice or by separate notification given on or before the effective date of the adjustment. The Customer shall have the opportunity to object to such price increase by providing written notice of such objection via certified mail to the Waste Connections location noted on the first page of this Agreement. However, if the Customer does not so object to such increase within fifteen (15) days after the effective date of the adjustment, this Agreement shall be deemed to be amended to reflect the increased rate. **If Customer gives written notice of objection as provided above, this Agreement shall continue at the previous charges or rates, but Waste Connections may at any time thereafter terminate this Agreement by giving Customer thirty (30) days prior written notice.**

Items marked with an “*” on the front page are guaranteed for 90 days from the Service Effective Date and are not subject to the pricing provisions already described in this paragraph. Prices marked with an “*” may be increased by Waste Connections based on the availability and demand for its vehicles, services and equipment, provided, however, Customer receives notice (either verbally or in writing) of any change in pricing prior to receiving a service or item of equipment from Waste Connections in respect of such “*” items.

- (7) **RELOCATION OF BUSINESS** – In the event that Customer relocates its business to another area serviced by Waste Connections, Customer shall notify Waste Connections and such relocation shall not affect the validity of this Agreement, as long as Waste Connections agrees to continue providing Waste Services to Customer.

- (8) **CHANGES** – The type, size and amount of Equipment, location of where Waste Services are to be provided, the frequency of the Waste Services, and corresponding rates may be changed by the parties (other than as described herein), either in writing or by the conduct of the parties, without affecting the validity of this Agreement.

Furthermore, the parties understand and agree that where they enter into a new written agreement which results in a change to the existing set of Waste Services, the terms and conditions of such other new written agreement shall prevail over any other agreement between the parties including, but not limited to, the term (length) of the Agreement.

- (9) **DAMAGE TO PAVEMENT** – Customer warrants that any right of way provided by Customer from Waste Connections's Equipment location to the most convenient public way is sufficient to bear the weight of all of Waste Connections's Equipment and vehicles reasonably required to perform the Waste Services. Furthermore, Waste Connections shall not be responsible for damage to any private pavement or accompanying sub-surface on any route reasonably necessary to perform the Waste Services and Customer assumes all liabilities for damage to such pavement or sub-surface.

- (10) **INDEMNITY** – Customer agrees to indemnify, defend and hold Waste Connections harmless from and against any and all claims, losses, damages, causes of action (including reasonable attorney fees) which Waste Connections may be responsible for or pay out as a result of bodily injury (including death), property damage, or any violation or alleged violation of law arising out of or resulting from (i) Customer's breach of this agreement or (ii) by any action or omission of Customer or its employees, agents or contractors.

- (11) **FAILURE TO PERFORM BY CUSTOMER** – Customer will be considered in breach of this Agreement if it: (1) fails to pay service fees as set forth in this Agreement; (2) attempts to terminate this Agreement without prior written consent as set forth in this Agreement; and/or (3) fails to comply with any of its obligations set forth in the Agreement. In the event Customer terminates this Agreement, other than as provided herein, Customer agrees to pay Waste Connections (in addition to all amounts due for Services rendered to the date of termination) as liquidated damages an amount equal to the sum of Customer's monthly billings for the most recent six (6) months (inclusive of applicable taxes and fees) or, if Customer has not received services hereunder or has been serviced for less than six months, the amount of the Customer's bill or projected bill for the first month of service hereunder (inclusive of applicable taxes and fees) multiplied by six. **The Customer acknowledges that the foregoing liquidated damages are reasonable in light of the anticipated loss to Waste Connections caused by the termination and are not imposed as a penalty.** In the event Customer fails to pay Waste Connections all amounts which become due under this Agreement, or fails to perform its obligations hereunder and Waste Connections refers such matter to a lawyer, Customer agrees to pay, in addition to the amount due, Waste Connections's reasonable legal fees and disbursements. Customer acknowledges that this failure to perform provision will apply in the event of a sale of Customer's business if the new owner does not, with the consent of Waste Connections, assume Customer's obligations hereunder for the balance of the Term.

- (12) **FAILURE TO PERFORM BY PROGRESSIVE WASTE** – Customer shall provide Waste Connections with written notice of any problem which it believes constitutes a failure by Waste Connections to fully perform its obligations under this Agreement. Waste Connections will be considered in breach of this Agreement if it does not cure such problem in ten (10) business days after receiving such notice. Where Waste Connections determines, in its reasonable judgment, that the problem does not constitute a failure by Waste Connections to perform its obligations, or where such problem is beyond Waste Connections's reasonable control, Waste Connections shall not be obligated to cure such problem and this Agreement shall remain in full force.

- (13) **LIMITATION OF LIABILITY** – Waste Connections shall not be liable under any circumstances for any special, incidental or consequential damages arising out of or in connection with the performance or non-performance of this Agreement. Furthermore and except where Waste Connections has acted with negligence or willful misconduct, Waste Connections's total aggregate liability with respect to any claim made under this Agreement shall in no event exceed the total amount of fees paid by Customer to Waste Connections in the twelve (12) months preceding such claim.

- (14) **RIGHT OF FIRST REFUSAL** – If at any time during the Term, the Customer receives from an arm's length third party supplier a bona fide proposal (the “Third Party Offer”) to provide services which are the same as or substantially the same as any or all of the Waste Services (the “Proposed Services”) on terms substantially similar to those set out in this Agreement for the period after the termination of this Agreement, the Customer shall within five (5) business days disclose in writing the pricing and service terms (the “Proposed Terms”) of the Third Party Offer to Waste Connections. The Customer shall not be required to disclose to Waste Connections the name of the third party supplier. The Customer shall not accept the Third Party Offer for the period of ten (10) business days following such disclosure to Waste Connections. Waste Connections shall have the right (but not the obligation) to submit a proposal to the Customer within such ten (10) business day period and, if the proposal submitted by Waste Connections matches the Proposed Terms of the Third Party Offer, the Customer shall accept the proposal submitted by Waste Connections. Waste Connections agrees that where the Customer has provided its notice of termination in accordance with the provisions of this Agreement, this Right of First Refusal shall not apply to any Third Party Offer received by the Customer after such notice of termination has been delivered to Waste Connections in accordance with the terms of this Agreement.

- (15) **FORCE MAJEURE** – Neither party hereto shall be liable (except for payment obligations) for its failure to perform or a delay in performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, fires, and Acts of God.

- (16) **COUNTERPARTS** – This Agreement may be executed in two or more counterparts, each of which shall together be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery, such signature shall create a valid and binding obligation of the party executing the Agreement with same force and effect as if such facsimile or email signature page were an original thereof.

- (17) **GENERAL PROVISIONS** – This Agreement represents the entire understanding and agreement between the parties and supersedes all prior agreements (if any), whether written or oral, between the parties for the Customer's service location on the front of this Agreement. If any conflicts exist in this Agreement between the terms which are printed and those which are handwritten, the handwritten language shall govern provided however that both parties have initiated any such change. Furthermore in the event of any conflict between this Agreement and any other agreement for the same services, including any purchase order, the terms of this Agreement shall prevail notwithstanding any provision in the other agreement which may specify otherwise. Waste Connections's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof. The indemnification and liquidated damages provisions contained herein shall survive the termination of this Agreement. Customer may not assign this Agreement, in whole or in part, without the written consent of Waste Connections. At the request of Customer, Waste Connections shall add Customer as an additional insured under its applicable policies of insurance, but subject to limits of coverage reasonably determined by Waste Connections. This Agreement is a contract legally binding on Waste Connections and Customer and their respective heirs, agents, successors and assigns, in accordance with the terms and conditions set out herein. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. The Agreement will be governed by and construed in accordance with the laws of the jurisdiction where the Services are to be provided.

Customer Initials

Waste Connections Initials

Seventh Order of Business

7A

MEMORANDUM

TO: Board of Supervisors, Harmony CDD
FROM: Keisha Young, Accountant II
CC: Bob Koncar, District Manager
DATE: June 15, 2018
SUBJECT: May 2018 Financials

Please find the attached May 2018 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 of each of the District's funds is provided below. Should you have any questions or require additional information, please contact me at Keisha.Young@Inframark.com

General Fund

- #Total Revenue through May is approximately 99% of the annual budget.
 - ▶ Non Ad Valorem Assessments Tax Collector collections are approximately at 97%. Developer assessments are placed on the Tax Collector Roll.
- #Total Expenditures through May are at 63% of the annual budget.
 - ▶ Administrative
 - P/R-Board of Supervisors - Payroll for meetings and workshops through May.
 - ProfServ- Engineering - Boyd Civil Engineering services through May.
 - ProfServ-Legal Services - General counsel invoices with Young Qualls, P.A. through May which Includes the review of the Servello & Sons contract for Landscaping \$10,497.
 - ProfServ-Mgmt Consulting Serv - Credits administered for Legal Fees.
 - ProfServ-Special Assessment - Paid in full.
 - Insurance - General Liability - Paid in full.
 - ▶ Landscaping Services
 - The Budget for the Landscape, Mulch and Shrub/Grnd Cover Annual Svc contracts have been adjusted to align with the signed Servello Landscape Contract.
 - R & M-Irrigation - Currently 106% of adopted budget. Includes front panels replacement through Rain Bird of \$5,393, irrigation certifications of \$1,569, and general R&M \$3,549.
 - R&M-Trees and Trimming- Includes Servello & Sons contracts for Butterfly Drive \$18,900, Arborist tree services \$17,600 and tree stump/sod \$25,140.
 - ▶ Utilities
 - Lease - Street Light- Represents OUC utility services through May which is approximately 70% of adopted budget.
 - ▶ Operation & Maintenance
 - Capital Outlay - Sidewalk Impr - \$7,790 is the remaining balance for the Butterfly Drive Sidewalk Project. \$29,006 of this project was paid with construction funds.
 - Capital Outlay - Vehicles -Includes Yamaha purchase of \$12,281.
 - Capital Outlay -Down payment for refurbishing pool through Poolworks \$20,000.
 - Reserves- Sidewalks & Alleyways - Trailer purchase for pressure cleaner \$9,100 and alley resurfacing \$62,692.

HARMONY

Community Development District

Financial Report

May 31, 2018

Prepared by



HARMONY

Community Development District

Financial Statements

(Unaudited)

May 31, 2018

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Balance Sheet

May 31, 2018

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2014 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	SERIES 2015 CAPITAL PROJECTS FUND	TOTAL
<u>ASSETS</u>					
Cash - Checking Account	\$ 883,298	\$ -	\$ -	\$ -	\$ 883,298
Accounts Receivable	47	-	-	-	47
Due From Other Funds	-	160,077	131,851	-	291,928
Investments:					
Certificates of Deposit - 12 Months	102,652	-	-	-	102,652
Money Market Account	1,128,417	-	-	-	1,128,417
Construction Fund	-	-	-	5	5
Prepayment Account	-	28,496	84,595	-	113,091
Reserve Fund	-	607,313	340,000	-	947,313
Revenue Fund	-	337,416	94,239	-	431,655
Prepaid Items	1,702	-	-	-	1,702
TOTAL ASSETS	\$ 2,116,116	\$ 1,133,302	\$ 650,685	\$ 5	\$ 3,900,108
<u>LIABILITIES</u>					
Accounts Payable	\$ 89,209	\$ -	\$ -	\$ -	\$ 89,209
Deferred Revenue	2,272	2,147	-	-	4,419
Due To Other Funds	291,928	-	-	-	291,928
TOTAL LIABILITIES	383,409	2,147	-	-	385,556
<u>FUND BALANCES</u>					
Nonspendable:					
Prepaid Items	1,702	-	-	-	1,702
Restricted for:					
Debt Service	-	1,131,155	650,685	-	1,781,840
Capital Projects	-	-	-	5	5
Assigned to:					
Operating Reserves	250,000	-	-	-	250,000
Reserves-Renewal & Replacement	99,188	-	-	-	99,188
Reserves - Self Insurance	50,000	-	-	-	50,000
Reserves - Sidewalks & Alleyways	165,000	-	-	-	165,000
Unassigned:	1,166,817	-	-	-	1,166,817
TOTAL FUND BALANCES	\$ 1,732,707	\$ 1,131,155	\$ 650,685	\$ 5	\$ 3,514,552
TOTAL LIABILITIES & FUND BALANCES	\$ 2,116,116	\$ 1,133,302	\$ 650,685	\$ 5	\$ 3,900,108

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending May 31, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 3,000	\$ 2,000	\$ 6,348	\$ 4,348
Interest - Tax Collector	-	-	697	697
Special Assmnts- Tax Collector	1,359,659	1,359,659	1,907,415	547,756
Special Assmnts- CDD Collected	571,967	381,311	-	(381,311)
Special Assmnts- Discounts	(54,386)	(54,386)	(47,961)	6,425
Other Miscellaneous Revenues	-	-	2,586	2,586
Access Cards	1,200	800	1,000	200
Facility Revenue	300	300	885	585
Facility Membership Fee	1,200	1,200	-	(1,200)
TOTAL REVENUES	1,882,940	1,690,884	1,870,970	180,086
<u>EXPENDITURES</u>				
<u>Administration</u>				
P/R-Board of Supervisors	11,200	6,400	8,000	(1,600)
FICA Taxes	857	490	612	(122)
ProfServ-Arbitrage Rebate	1,200	600	-	600
ProfServ-Dissemination Agent	1,500	1,500	1,500	-
ProfServ-Engineering	8,000	5,334	7,110	(1,776)
ProfServ-Legal Services	40,000	26,666	56,627	(29,961)
ProfServ-Mgmt Consulting Serv	55,984	37,323	22,578	14,745
ProfServ-Property Appraiser	779	779	523	256
ProfServ-Special Assessment	8,822	8,822	8,822	-
ProfServ-Trustee Fees	10,024	-	5,390	(5,390)
Auditing Services	4,600	4,600	-	4,600
Postage and Freight	750	500	491	9
Insurance - General Liability	30,499	30,499	25,334	5,165
Printing and Binding	2,000	1,336	957	379
Legal Advertising	900	600	215	385
Misc-Records Storage	150	100	-	100
Misc-Assessmnt Collection Cost	27,193	27,193	37,189	(9,996)
Misc-Contingency	2,600	1,734	760	974
Office Supplies	300	200	28	172
Annual District Filing Fee	175	175	200	(25)
Total Administration	207,533	154,851	176,336	(21,485)
<u>Field</u>				
ProfServ-Field Management	230,000	153,332	132,313	21,019
Total Field	230,000	153,332	132,313	21,019

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Landscape Services</u>				
Contracts-Mulch	57,934	38,623	38,623	-
Contracts - Landscape	268,338	178,892	178,892	-
Cntrs-Shrub/Grnd Cover Annual Svc	150,420	100,280	100,280	-
R&M-Irrigation	10,000	6,666	10,556	(3,890)
R&M-Trees and Trimming	20,000	13,334	62,050	(48,716)
Miscellaneous Services	27,474	18,317	6,514	11,803
Total Landscape Services	534,166	356,112	396,915	(40,803)
<u>Utilities</u>				
Electricity - General	35,000	23,334	21,112	2,222
Electricity - Streetlighting	90,000	60,000	50,630	9,370
Utility - Water & Sewer	130,000	86,666	62,173	24,493
Lease - Street Light	123,000	82,000	86,075	(4,075)
Cap Outlay - Streetlights	403,651	85,097	85,097	-
Total Utilities	781,651	337,097	305,087	32,010
<u>Operation & Maintenance</u>				
Communication - Telephone	3,720	2,480	3,035	(555)
Utility - Refuse Removal	3,720	2,480	2,921	(441)
R&M-Ponds	12,500	8,334	2,282	6,052
R&M-Pools	15,000	10,000	14,516	(4,516)
R&M-Roads & Alleyways	10,000	6,666	-	6,666
R&M-Sidewalks	5,000	3,334	2,592	742
R&M-Vehicles	15,000	10,000	6,211	3,789
R&M-Equipment Boats	7,500	5,000	3,201	1,799
R&M-Parks & Facilities	30,000	20,000	24,339	(4,339)
Miscellaneous Services	2,400	1,600	1,277	323
Misc-Contingency	5,000	3,334	5,376	(2,042)
Misc-Security Enhancements	5,000	3,334	3,373	(39)
Op Supplies - Fuel, Oil	2,750	1,833	2,578	(745)
Cap Outlay - Sidewalk Impr	-	-	7,780	(7,780)
Cap Outlay - Vehicles	12,000	12,000	12,281	(281)
Capital Outlay	-	-	20,000	(20,000)
Reserve - Sidewalks	-	-	71,792	(71,792)
Total Operation & Maintenance	129,590	90,395	183,554	(93,159)
TOTAL EXPENDITURES	1,882,940	1,091,787	1,194,205	(102,418)

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending May 31, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Excess (deficiency) of revenues				
Over (under) expenditures	-	599,097	676,765	77,668
Net change in fund balance	\$ -	\$ 599,097	\$ 676,765	\$ 77,668
FUND BALANCE, BEGINNING (OCT 1, 2017)	1,055,942	1,055,942	1,055,942	
FUND BALANCE, ENDING	\$ 1,055,942	\$ 1,655,039	\$ 1,732,707	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending May 31, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 1,000	\$ 666	\$ 1,671	\$ 1,005
Special Assmnts- Tax Collector	1,171,335	1,171,335	1,223,742	52,407
Special Assmnts- Prepayment	-	-	46,115	46,115
Special Assmnts- CDD Collected	86,844	86,844	-	(86,844)
Special Assmnts- Discounts	(46,853)	(46,853)	(30,770)	16,083
TOTAL REVENUES	1,212,326	1,211,992	1,240,758	28,766
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessmnt Collection Cost	23,427	23,427	23,859	(432)
Total Administration	23,427	23,427	23,859	(432)
<u>Debt Service</u>				
Principal Debt Retirement	565,000	565,000	575,000	(10,000)
Principal Prepayments	-	-	35,000	(35,000)
Interest Expense	633,312	633,312	632,938	374
Total Debt Service	1,198,312	1,198,312	1,242,938	(44,626)
TOTAL EXPENDITURES	1,221,739	1,221,739	1,266,797	(45,058)
Excess (deficiency) of revenues Over (under) expenditures	(9,413)	(9,747)	(26,039)	(16,292)
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(9,413)	-	-	-
TOTAL FINANCING SOURCES (USES)	(9,413)	-	-	-
Net change in fund balance	\$ (9,413)	\$ (9,747)	\$ (26,039)	\$ (16,292)
FUND BALANCE, BEGINNING (OCT 1, 2017)	1,157,194	1,157,194	1,157,194	
FUND BALANCE, ENDING	\$ 1,147,781	\$ 1,147,447	\$ 1,131,155	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending May 31, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 300	\$ 200	\$ 1,224	\$ 1,024
Special Assmnts- Tax Collector	488,878	488,878	1,097,912	609,034
Special Assmnts- Prepayment	-	-	187,756	187,756
Special Assmnts- CDD Collected	604,398	604,398	-	(604,398)
Special Assmnts- Discounts	(19,555)	(19,555)	(27,607)	(8,052)
TOTAL REVENUES	1,074,021	1,073,921	1,259,285	185,364
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessmnt Collection Cost	9,778	9,778	21,406	(11,628)
Total Administration	9,778	9,778	21,406	(11,628)
<u>Debt Service</u>				
Principal Debt Retirement	425,000	425,000	425,000	-
Principal Prepayments	-	-	375,000	(375,000)
Interest Expense	633,106	633,106	631,972	1,134
Total Debt Service	1,058,106	1,058,106	1,431,972	(373,866)
TOTAL EXPENDITURES	1,067,884	1,067,884	1,453,378	(385,494)
Excess (deficiency) of revenues Over (under) expenditures	6,137	6,037	(194,093)	(200,130)
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	6,137	-	-	-
TOTAL FINANCING SOURCES (USES)	6,137	-	-	-
Net change in fund balance	\$ 6,137	\$ 6,037	\$ (194,093)	\$ (200,130)
FUND BALANCE, BEGINNING (OCT 1, 2017)	844,778	844,778	844,778	
FUND BALANCE, ENDING	\$ 850,915	\$ 850,815	\$ 650,685	

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ -	\$ 39	\$ 39
TOTAL REVENUES	-	-	39	39
<u>EXPENDITURES</u>				
<u>Construction In Progress</u>				
Construction in Progress	-	-	29,016	(29,016)
Total Construction In Progress	-	-	29,016	(29,016)
TOTAL EXPENDITURES	-	-	29,016	(29,016)
Excess (deficiency) of revenues				
Over (under) expenditures	-	-	(28,977)	(28,977)
Net change in fund balance	\$ -	\$ -	\$ (28,977)	\$ (28,977)
FUND BALANCE, BEGINNING (OCT 1, 2017)	-	-	28,982	
FUND BALANCE, ENDING	\$ -	\$ -	\$ 5	

HARMONY

Community Development District

Supporting Schedules

May 31, 2018

**Non-Ad Valorem Special Assessments
Osceola County Tax Collector - Monthly Collection Report
For the Fiscal Year Ending September 30, 2018**

					Allocation by Fund		
Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	General Fund	Series 2014 Debt Service Fund	Series 2015 Debt Service Fund
ASSESSMENTS LEVIED FY 2018					(1)	(1)	
					\$ 1,966,386	\$ 1,261,576	\$ 1,131,855
Allocation %					45.10%	28.94%	25.96%
11/09/17	\$ 7,532	\$ 336	\$ 154	\$ 8,022	\$ 3,618	\$ 2,321	\$ 2,083
11/24/17	183,624	7,807	3,747	195,179	88,031	56,478	50,671
12/15/17	1,647,975	70,067	33,632	1,751,674	790,049	506,872	454,753
12/28/17	421,965	17,764	8,612	448,341	202,213	129,734	116,394
01/16/18	734,231	23,171	14,984	772,387	348,366	223,501	200,520
01/16/18	5,157	154	105	5,416	2,443	1,567	1,406
02/14/18	114,820	2,499	2,343	119,662	53,970	34,626	31,065
02/14/18	807	17	16	841	379	243	218
03/09/18	23,178	239	473	23,890	10,775	6,913	6,202
04/13/18	5,322	-	109	5,430	2,449	1,571	1,410
04/13/18	363,895	-	7,426	371,322	167,475	107,447	96,399
05/11/18	531,493	(15,709)	10,847	526,631	237,523	152,388	136,719
05/11/18	278	(8)	6	275	124	80	71
TOTAL	\$ 4,040,276	\$ 106,338	\$ 82,455	\$ 4,229,069	\$ 1,907,415	\$ 1,223,742	\$ 1,097,912

Collected in % 97% 97% 97% 97%

TOTAL OUTSTANDING	\$ 130,748	\$ 58,971	\$ 37,834	\$ 33,944
--------------------------	-------------------	------------------	------------------	------------------

Note (1) - Variance with budget is due to moving Developer assessments direct bill to Tax Collector

Cash and Investment Report
May 31, 2018

General Fund

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
(1) Checking Account- Operating	CenterState Bank	Interest Bearing Account	n/a	0.05%	\$876,471
Debit Account	CenterState Bank	Debit Account	n/a	0.05%	\$6,828
				Subtotal	\$883,298
Certificate of Deposit	BankUnited	12 month CD	2/12/2019	1.55%	\$102,652
Money Market Account	Centennial Bank	Money Market Account	n/a	0.88%	\$358,261
Money Market Account	BankUnited	Money Market Account	n/a	1.00%	\$770,157
				Subtotal	\$1,128,417

Debt Service and Capital Projects Funds

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2014 Prepayment Fund	US Bank	US Bank Governmental Obligation Fund	n/a	0.05%	\$28,496
Series 2014 Reserve Fund	US Bank	US Bank Governmental Obligation Fund	n/a	0.05%	\$607,313
Series 2014 Revenue Fund	US Bank	US Bank Governmental Obligation Fund	n/a	0.05%	\$337,416
Series 2015 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$84,595
Series 2015 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$340,000
Series 2015 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$94,239
Series 2015 Construction Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$5
				Subtotal	\$1,492,063
				Total	\$3,606,431

(1) Excess funds in the CenterState Checking Account will be transferred to the Bank United Money Market Account in June.

Construction Report
Series 2015 Bonds

Recap of Capital Project Fund Activity Through May 31, 2018**Source of Funds:**

	Amount
Opening Balance in Construction Account	\$ 200,000
Opening Balance in Cost of Issuance account	145,130
Interest Earned	
Construction Account	\$ 208
Cost of Issuance Account	4
Transferred to Revenue Account (includes balance of Cost of Issuance)	(1,905)
	<u>\$ (1,693)</u>
Total Source of Funds:	<u>\$ 343,437</u>

Use of Funds:

Disbursements:	
Cost of Issuance	\$ 143,229
Streetlights Buy Down	100,000
Capital Outlay - Vehicle	15,240
Improvement - Park	55,947
Butterfly Side Walk Project	29,016
Total Use of Funds:	<u>\$ 343,432</u>

Available Balance in Construction Account at May 31, 2018

<u>\$ 5</u>

7B.

Harmony

Community Development District

General Fund

Invoice Approval Report # 218

June 14, 2018

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
AMERITAS LIFE INSURANCE CORP.	00000-051518	R	\$ 376.28
		Vendor Total	\$ 376.28
BOYD CIVIL ENGINEERING	01914	A	\$ 1,156.74
		Vendor Total	\$ 1,156.74
BRIGHT HOUSE NETWORKS - ACH	028483401060118 ACH	R	\$ 109.25
	028483501052318 ACH	R	\$ 99.98
		Vendor Total	\$ 209.23
BROWARD COUNTY TAX COLLECTOR	47856-050718	R	\$ 19.60
		Vendor Total	\$ 19.60
FEDEX	6-189-87041	R	\$ 12.91
	6-196-05402	R	\$ 12.95
		Vendor Total	\$ 25.86
FLORIDA RESOURCE MGT LLC-ACH	59190	R	\$ 7,434.80
	59754	R	\$ 7,586.33
		Vendor Total	\$ 15,021.13
GERHARD VAN DER SNEL	052318	R	\$ 52.60
	GAS VEHICLES CDD	R	\$ 55.48
		Vendor Total	\$ 108.08
HEESS GROUP LLC	1022	R	\$ 2,250.00
		Vendor Total	\$ 2,250.00
HOME DEPOT CREDIT SERVICES	050818 5353	R	\$ 494.65
		Vendor Total	\$ 494.65
INFRAMARK, LLC	30699	A	\$ 2,756.84
		Vendor Total	\$ 2,756.84
NORTH SOUTH SUPPLY, INC.	3180013	R	\$ 44.85
	3182205	R	\$ 202.50
		Vendor Total	\$ 247.35
ORLANDO UTILITIES COMMISSION-ACH	051418	R	\$ 17,482.83
		Vendor Total	\$ 17,482.83
POOLSURE	101295581764	R	\$ 123.40

Invoice Approval Report # 218

June 14, 2018

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
	101295581618	R	\$ 367.50
	101295581611	R	\$ 337.50
	101295582217	R	\$ 337.50
	Vendor Total		\$ 1,165.90
SERVELLO & SONS	11208	R	\$ 410.00
	11375	R	\$ 481.25
	11175.	R	\$ 39,724.26
	Vendor Total		\$ 40,615.51
SHOP MARKETPLACE	INV-0015403826	R	\$ 1,701.90
	Vendor Total		\$ 1,701.90
SPORT SURFACES LLC	9672	R	\$ 2,750.00
	Vendor Total		\$ 2,750.00
SUN PUBLICATIONS DBA	300124782	R	\$ 55.71
	300126205	R	\$ 19.94
	Vendor Total		\$ 75.65
TOHO WATER AUTHORITY	051618	R	\$ 12,293.26
	Vendor Total		\$ 12,293.26
US BANK	5005666	R	\$ 5,389.66
	Vendor Total		\$ 5,389.66
WASTE CONNECTIONS OF FLORIDA	1154501	R	\$ 357.87
	Vendor Total		\$ 357.87
YOUNG QUALLS, P.A.	15515	A	\$ 13,307.00
	Vendor Total		\$ 13,307.00
	Total		\$ 117,805.34
Total Invoices			\$ 117,805.34

HARMONY

Community Development District

Check Register

May 1 - May 31, 2018

HARMONY

Community Development District

Payment Register by Fund
For the Period from 05/01/2018 to 05/31/2018
(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
GENERAL FUND - 001								
001	54837	05/01/18	POOLSURE	101295580998	MAY ASHLEY PARK CNTRL LEASE	R&M-Pools	546074-53910	\$60.00
001	54837	05/01/18	POOLSURE	101295580720	SWIM CLUB BLEACH	R&M-Pools	546074-53910	\$277.50
001	54838	05/03/18	FEDEX	6-108-48446	SRVCS THRU 03/06/18	Postage and Freight	541006-51301	\$12.73
001	54839	05/03/18	SERVELLO & SONS	11044	PAVER AREA CATBRIAR DOG PK	R&M-Trees and Trimming	546099-53902	\$387.00
001	54840	05/03/18	WASTE CONNECTIONS OF FLORIDA	1149138	05/01/18-05/31/18 6450-128957	Utility - Refuse Removal	543020-53910	\$357.76
001	54841	05/18/18	A-Z BACKFLOW INC.	18-297	ANNUAL BACKFLOW PRVNTR TESTING	Misc-Contingency	549900-53902	\$375.25
001	54842	05/18/18	BROWARD COUNTY TAX COLLECTOR	47856-050718	2003 TL/RGR TAG 6/30/18	R&M-Equipment Boats	546223-53910	\$19.60
001	54843	05/18/18	FEDEX	6-168-26691	SRVCS THRU 05/01/18	Postage and Freight	541006-51301	\$12.79
001	54844	05/18/18	KINCAID INC	1392	APRIL 2018 HOLDING TANK	Miscellaneous Services	549001-53910	\$125.00
001	54845	05/18/18	SERVELLO & SONS	11223	AERATION & TOP DRESS	Miscellaneous Services	549001-53902	\$481.25
001	54846	05/18/18	SHOP MARKETPLACE	INV-0015211640	JUNE 2018 HEALTH INSURANCE	Prepaid Items	155000	\$1,701.90
001	54847	05/18/18	SPRINT SOLUTIONS, INC.	244553043-057	03/26-04/25/18 244553043	Communication - Telephone	541003-53910	\$387.04
001	54848	05/25/18	AMERITAS LIFE INSURANCE CORP.	00000-051518	04/15-06/15/18 INSURANCE	ProfServ-Field Management	531016-53901	\$376.28
001	54849	05/25/18	GERHARD VAN DER SNEL	052318	05/22/18 GAS PURCHASE	Op Supplies - Fuel, Oil	552030-53910	\$52.60
001	54850	05/25/18	NORTH SOUTH SUPPLY, INC.	3180013	IRRIGATION SUPPLIES	R&M-Irrigation	546041-53902	\$44.85
001	54851	05/25/18	POOLSURE	101295581764	SWIM CLUB SOD BICARB & CELAPER	R&M-Pools	546074-53910	\$123.40
001	54851	05/25/18	POOLSURE	101295581618	SWIM CLUB BLEACH & ACID	R&M-Pools	546074-53910	\$367.50
001	54851	05/25/18	POOLSURE	101295581611	ASHLEY PARK BLEACH	R&M-Pools	546074-53910	\$337.50
001	54852	05/25/18	SERVELLO & SONS	11208	REMOVE & INSTALL TREES	R&M-Trees and Trimming	546099-53902	\$410.00
001	54854	05/30/18	HEESS GROUP LLC	1022	DOG PARK PAVER	R&M-Parks & Facilities	546225-53910	\$2,250.00
001	54855	05/30/18	GERHARD VAN DER SNEL	GAS VEHICLES CDD	GAS VEHICLES CDD	Op Supplies - Fuel, Oil	552030-53901	\$55.48
001	DD248	05/13/18	BRIGHT HOUSE NETWORKS - ACH	028483501042318	04/28-05/27/18 0050284835-01	Communication - Telephone	541003-53910	\$99.98
001	DD249	05/15/18	TOHO WATER AUTHORITY	041618 ACH	03/17/18-04/16/18 WATER	Utility - Water & Sewer	543021-53903	\$11,677.27
001	DD251	05/21/18	BRIGHT HOUSE NETWORKS - ACH	028483401050118 ACH	05/06-06/05/18 0050284834-01	Misc-Security Enhancements	549911-53910	\$109.25
001	DD252	05/10/18	FLORIDA RESOURCE MGT LLC-ACH	58679	PAYROLL PE 05/06/18	ProfServ-Field Management	531016-53901	\$7,098.91
001	DD253	05/01/18	ORLANDO UTILITIES COMMISSION	041118 ACH	03/02/18-04/10/18 ELECTRICT	Electricity - General	543006-53903	\$4,380.61
001	DD253	05/01/18	ORLANDO UTILITIES COMMISSION	041118 ACH	03/02/18-04/10/18 ELECTRICT	Electricity - Streetlighting	543013-53903	\$13,594.09
001	DD253	05/01/18	ORLANDO UTILITIES COMMISSION	041118 ACH	03/02/18-04/10/18 ELECTRICT	Lease - Street Light	544006-53903	\$9,812.02
001	DD254	05/24/18	FLORIDA RESOURCE MGT LLC-ACH	59190	PAYROLL PE 05.20.18	ProfServ-Field Management	531016-53901	\$7,434.80
001	DD257	05/29/18	TOHO WATER AUTHORITY	033018	03/30/18-04/30/18	Utility - Water & Sewer	543021-53903	\$1,278.76
001	DD258	05/15/18	TOHO WATER AUTHORITY	041618 - 3910 ACH	03/17/18-04/16/18 #3910 CORR	Utility - Water & Sewer	543021-53903	\$195.58

HARMONY
Community Development District

Payment Register by Fund
For the Period from 05/01/2018 to 05/31/2018
(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	DD244	05/04/18	STEVEN P. BERUBE	PAYROLL	May 04, 2018 Payroll Posting			\$184.70
001	DD245	05/04/18	RAYMOND D. WALLS, III	PAYROLL	May 04, 2018 Payroll Posting			\$184.70
001	DD246	05/04/18	DAVID L. FARNSWORTH	PAYROLL	May 04, 2018 Payroll Posting			\$184.70
001	DD247	05/04/18	WILLIAM BOKUNIC	PAYROLL	May 04, 2018 Payroll Posting			\$184.70
Fund Total								\$64,635.50
Total Checks Paid								\$64,635.50

HARMONY
Community Development District

Debit Card Invoices

May 1 - May 31, 2018

Monthly Debit Card Purchases

May-18

Date	Vendor	Description	Amount
5/1/2018	Amazon	Dog Waste Station	429.02
5/1/2018	St. Cloud Auto Salvage	Mount (Tires)	40.00
5/2/2018	APlus	Fuel (Pressure Washer)	70.00
5/2/2018	APlus	Fuel (Pressure Washer)	30.00
5/3/2018	Amazon	Compact Professional Binoculars	79.68
5/3/2018	Amazon	LaMotte Liquid Reagent	47.04
5/3/2018	Amazon	LaMotte Chlorine	30.84
5/4/2018	Amazon	New Honda Electric Start Kit	138.55
5/4/2018	Amazon	Ocelot Sport ATV Tire	97.76
5/4/2018	Amazon	Red Recoil Pull Starter Shroud Cooling	25.95
5/7/2018	My Florida Permit	Pool Permit	1,075.52
5/7/2018	Amazon	NVR Wireless Security Camera System	199.99
5/7/2018	APlus	Fuel	51.82
5/7/2018	Amazon	WIFI Antenna Extension Cable	16.99
5/7/2018	Amazon	Video Surveillance Sign	11.99
5/9/2018	Amazon	Aluminum Signs	51.47
5/9/2018	APlus	Fuel	40.61
5/9/2018	D's Ace Hardware	Adapter Six Outlet, Concrete Mix	19.14
5/9/2018	Amazon	Krud Kutter	10.74
5/9/2018	Publix	Water (No receipt per Gerhard)	10.50
5/10/2018	St. Cloud Auto Salvage	Tire Change	20.00
5/14/2018	Amazon	Better Built Side Mount Tool Box	168.33
5/12/2018	Amazon	Trailer Truck Pickup Underbody	113.99
5/13/2018	Amazon	Synthetic Motor Oil	35.32
5/13/2018	Amazon	Muffler Deflector	17.92
5/13/2018	Amazon	Lightly Powdred Nitrile Glove	12.45
5/13/2018	Amazon	Deflector Screws	10.95
5/16/2018	Academy	Minn Kota Edge	537.49
5/16/2018	Amazon	Rubbermaid Commercial Microburst	126.00
5/16/2018	APlus	Fuel	78.30
5/16/2018	Amazon	Stenner Pump	54.28
5/16/2018	Amazon	Pleatco Replacement Cartridge	76.48
5/16/2018	Amazon	Minn Kota 09-15 E Drive Main Control Board	(144.00)
5/16/2018	Amazon	Minn Kota 09-15 E Drive Main Control Board	(143.93)
5/17/2018	Home Depot	Gas Powered Commercial Duty Cement and Mixer	534.00
5/18/2018	Wawa	Fuel	68.56
5/18/2018	Home Depot	Weathershield	40.22
5/18/2018	Harmony Market	Water	7.00
5/22/2018	ID Zone	Prox-Linc Proximity Card	698.00
5/22/2018	Amazon	General Pump Remote Thermostat	46.99
5/22/2018	Amazon	Heavy Duty Elongated Commerical Toilet Seat	32.38
5/22/2018	Amazon	iPhone Waterproof Case	19.99
5/22/2018	Amazon	Forged Stainless Steel Pipe	12.50
5/23/2018	Amazon	Pittsburgh 130 Piece Tool Kit	48.75
5/23/2018	Amazon	Sealed Automotive Plug	14.89
5/23/2018	Amazon	Fuel Solenoid Valve	49.70
			5,014.17

**Final Details for Order #114-1419960-0466634**Print this page for your records.**Order Placed:** April 26, 2018**Amazon.com order number:** 114-1419960-0466634**Order Total:** \$429.02**Shipped on May 1, 2018****Items Ordered**1 of: *Zero Waste USA Dog Waste Station with ROLL BAG system*
Sold by: Amazon.com Services, Inc.**Price**

\$214.51

Condition: New

Shipping Address:Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United StatesItem(s) Subtotal: \$214.51
Shipping & Handling: \$0.00

Total before tax: \$214.51
Sales Tax: \$0.00
-----**Total for This Shipment: \$214.51**
-----**Shipping Speed:**

Standard Shipping

Shipped on May 1, 2018**Items Ordered**1 of: *Zero Waste USA Dog Waste Station with ROLL BAG system*
Sold by: Amazon.com Services, Inc.**Price**

\$214.51

Condition: New

Shipping Address:Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United StatesItem(s) Subtotal: \$214.51
Shipping & Handling: \$0.00

Total before tax: \$214.51
Sales Tax: \$0.00
-----**Total for This Shipment: \$214.51**
-----**Shipping Speed:**

Standard Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$429.02
Shipping & Handling: \$0.00
-----**Billing address***Approved G v/d Snel 06/13/2018*



ST. CLOUD AUTO SALVAGE, INC.

5285 E. Irlo Bronson Mem. Hwy. (E.192)

ST. CLOUD, FL 34771

(407) 892-7500 Fax (407) 892-6817

We Buy Unwanted Automobiles

NO CASH REFUNDS

vehicle

CUSTOMER'S ORDER NO. _____ PHONE _____ DATE 4/30/18

NAME Harmony CDD

ADDRESS _____

☐ SPECIAL ORDER

☐ GIFT CERTIFICATE

☐ TRADE-IN

☐ _____

SOLD BY _____ ☐ CASH ☒ CHARGE ☐ C.O.D. ☐ CHECK ☐ ON ACCT. ☐ MDSE. RETD ☐ PAID OUT

QTY.	STOCK NO.	DESCRIPTION	PRICE	AMOUNT
1		Mount 2 tires (Bobcat)	40.00	40.00
		Paint m/c		
JUNK CARS			SUB-TOTAL	40.00
+ credit or Exchange Only! ELECTRICAL PARTS! E for Mis-used or			TAX	
			TOTAL	40.00
			DEPOSIT	40.00
			BAL. DUE	

ST CLOUD AUTO SALVAG
5285 E IRLO BRONSON MEM HWY
ST CLOUD, FL. 34771
407-892-3569

Sale

xxxxxxxxxxxx4354
MASTERCARD

Entry Method: Swiped

Total: \$ 40.00

04/30/18

16:32:52

Inv #: 000000006

Appr Code: 099197

Apprvd: Online

Customer Copy

THANK YOU!

THANK YOU

Approved G v/d Snel 06/11/2018

Gas
pressure w

APlus
0067-6718-00
6990 E Irlo Bronson
St. Cloud Florida 34
* FINAL RECEIPT*
For Credit Sales
Card Charged Only
Total Shown Below.

Trans #: 197673
Grade: Regular (87)
Pump Number: 07
Gallons: 26.324
Price: \$2.659
Total Fuel: \$70.00

Total Sale: \$70.00

Term: JD12418058001

Appr: 004475

Seq#: 050369

Capture

MasterCard
XXXXXXXXXXXX4354
Swiped

05/01/2018 07:40:54

Thank You For
Fueling Up At APlus!
Bring In This
Receipt For Any Size
Coffee For Only 79¢!
[PLU 6865]

Approved G v/d Snel 06/11/2018

Diesel
pressure w

APlus

0067-6718-00

6900 E Irlo Bronson
St. Cloud Florida 34

* FINAL RECEIPT*

For Credit Sales
Card Charged Only
Total Shown Below.

Trans #: 197678
Grade: Diesel ULSD
Pump Number: 07
Gallons: 9.811
Price: \$3.059
Total Fuel: \$30.01
Total Sale: \$30.01

Authorization

MasterCard

Card Num : XXXXXXXXX

Swiped

Terminal : JD1241805

Approval : 020675

Sequence : 050373

USD\$ 30.00

Thank You For
Fueling Up At APlus!
Bring In This
Receipt For Any Size
Coffee For Only 79¢!
[PLU 6865]

Approved G v/d Snel 06/11/2018

**Final Details for Order #112-2801987-6998610**

Print this page for your records.

Order Placed: May 3, 2018**Amazon.com order number:** 112-2801987-6998610**Order Total:** \$79.68**Shipped on May 6, 2018****Items Ordered****Price**

1 of: Gosky 10x42 Binoculars for Adults, Compact HD Professional Binoculars for Bird Watching Travel Stargazing Hunting Concerts Sports-BAK4 Prism FMC

Lens-

Sold by: Gosky ([seller profile](#))

Condition: New

Shipping Address:

Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal: \$79.68
Shipping & Handling: \$0.00

Total before tax: \$79.68
Sales Tax: \$0.00

Total for This Shipment: \$79.68

Shipping Speed:

Two-Day Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$79.68
Shipping & Handling: \$0.00

Billing address

GERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United States

Total before tax: \$79.68
Estimated tax to be collected: \$0.00

Grand Total: \$79.68

To view the status of your order, return to [Order Summary](#).

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Approved G v/d Snel 06/04/2018

5

**Final Details for Order #113-6892977-2685840**Print this page for your records.**Order Placed:** May 2, 2018**Amazon.com order number:** 113-6892977-2685840**Seller's order number:** 393601**Order Total:** \$47.04**Shipped on May 2, 2018****Items Ordered**4 of: *LaMotte Liquid Reagent 7037-G, pH Indicator, 1 oz*Sold by: Recreation Supply Company ([seller profile](#))

Condition: New

Price

\$10.94

Shipping Address:

Gerhard van der Snel

7360 Five Oaks Dr

Office trailer

HARMONY, FLORIDA 34773-6047

United States

Item(s) Subtotal: \$43.76

Shipping & Handling: \$0.00

Total before tax: \$43.76

Sales Tax: \$3.28

Total for This Shipment: \$47.04**Shipping Speed:**

Standard Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$43.76

Shipping & Handling: \$0.00

Billing address

GERHARD VAN DER SNEL HARMONY CDD

210 N UNIVERSITY DR STE 702

CORAL SPRINGS, FL 33071-7320

United States

Total before tax: \$43.76

Estimated tax to be collected: \$3.28

Grand Total: \$47.04**Credit Card transactions**

MasterCard ending in 4354: May 2, 2018, \$47.04

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**Final Details for Order #113-1833349-5577823**Print this page for your records.**Order Placed:** May 2, 2018**Amazon.com order number:** 113-1833349-5577823**Order Total: \$30.84****Shipped on May 2, 2018****Items Ordered**

4 of: LAMOTTE COMPANY P-6741-G CHLORINE DPD 1B 30ML

Sold by: E-Z Test Pool Supplies ([seller profile](#))

Condition: New

Price

\$7.71

Shipping Address:

Gerhard van der Snel

7360 Five Oaks Dr

Office trailer

HARMONY, FLORIDA 34773-6047

United States

Item(s) Subtotal: \$30.84

Shipping & Handling: \$0.00

Total before tax: \$30.84

Sales Tax: \$0.00

Shipping Speed:

Economy Shipping

Total for This Shipment: \$30.84**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$30.84

Shipping & Handling: \$0.00

Billing address

GERHARD VAN DER SNEL HARMONY CDD

210 N UNIVERSITY DR STE 702

CORAL SPRINGS, FL 33071-7320

United States

Total before tax: \$30.84

Estimated tax to be collected: \$0.00

Grand Total: \$30.84**Credit Card transactions**

MasterCard ending in 4354: May 2, 2018 \$30.84

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**Final Details for Order #113-8727265-0569836**

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Order Placed: May 3, 2018**Amazon.com order number:** 113-8727265-0569836**Order Total:** \$138.55**Shipped on May 4, 2018****Items Ordered**

	Price
1 of: NEW HONDA GX160 5.5HP ELECTRIC START KIT STARTER MOTOR FLYWHEEL ON/OFF SWITCH	\$138.55
Sold by: Auto Express Parts (seller profile)	

Condition: New

Shipping Address:

Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal:	\$138.55
Shipping & Handling:	\$0.00

Total before tax:	\$138.55
Sales Tax:	\$0.00

Total for This Shipment: \$138.55**Shipping Speed:**

Standard Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal:	\$138.55
Shipping & Handling:	\$0.00

Billing address

GERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United States

Total before tax:	\$138.55
Estimated tax to be collected:	\$0.00

Grand Total: \$138.55**Credit Card transactions**

MasterCard ending in 4354: May 4, 2018: \$138.55

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**Final Details for Order #112-4628179-8021018**

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Order Placed: May 3, 2018**Amazon.com order number:** 112-4628179-8021018**Seller's order number:** 9750031**Order Total: \$97.76****Shipped on May 3, 2018****Items Ordered**

1 of: 22X11-10 OCELOT SPORT ATV KNOBBY 2-PLY TIRE P322

Sold by: Chaparral Motorsports ([seller profile](#))**Price**

\$97.76

Condition: New

Shipping Address:

Gerhard van der Snel

7360 Five Oaks Dr

Office trailer

HARMONY, FLORIDA 34773-6047

United States

Item(s) Subtotal: \$97.76

Shipping & Handling: \$0.00

Total before tax: \$97.76

Sales Tax: \$0.00

Total for This Shipment: \$97.76

Shipping Speed:

Standard Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$97.76

Shipping & Handling: \$0.00

Billing address

GERHARD VAN DER SNEL HARMONY CDD

210 N UNIVERSITY DR STE 702

CORAL SPRINGS, FL 33071-7320

United States

Total before tax: \$97.76

Estimated tax to be collected: \$0.00

Grand Total: \$97.76**Credit Card transactions**

MasterCard ending in 4354: May 3, 2018: \$97.76

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Vehicle

**Final Details for Order #113-3023012-7538614**Print this page for your records.**Order Placed:** May 3, 2018**Amazon.com order number:** 113-3023012-7538614**Order Total: \$25.95****Shipped on May 4, 2018****Items Ordered****Price**1 of: *HONDA GX160 & GX200 RED RECOIL PULL STARTER SHROUD COOLING FAN COVER* \$25.95Sold by: Everest-Parts-Supplies USA ([seller profile](#))

Condition: New

Brand New! Fast Shipping From USA!

Shipping Address:

Gerhard van der Snel

7360 Five Oaks Dr

Office trailer

HARMONY, FLORIDA 34773-6047

United States

Item(s) Subtotal: \$25.95

Shipping & Handling: \$0.00

Total before tax: \$25.95

Sales Tax: \$0.00

Total for This Shipment: \$25.95

Shipping Speed:

Standard Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$25.95

Shipping & Handling: \$0.00

Billing address

GERHARD VAN DER SNEL HARMONY CDD

210 N UNIVERSITY DR STE 702

CORAL SPRINGS, FL 33071-7320

United States

Total before tax: \$25.95

Estimated tax to be collected: \$0.00

Grand Total: \$25.95**Credit Card transactions**MasterCard ending in 4354: May 4, 2018: \$25.95To view the status of your order, return to [Order Summary](#).[Conditions of Use](#) | [Privacy Notice](#) © 1996-2018, Amazon.com, Inc. or its affiliates*Approved G v/d Snel 06/04/2018*

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You have successfully made this payment.

Before you can print your permit, please return to the [Permits](#) page and click the 'Submit' button to complete your application.**Payment Submittal Confirmation**

Thank you for using the online permitting system. Your payment is currently being processed. A copy of this confirmation will be emailed to you and you may also print this page for your records.

Your confirmation number is: **1WTZ87SY**Payment Type: **Credit Or Debit Card**Payment Date: **5/4/2018 2:45:00 PM**

Permit Number	Facility Name	Payment Amount
49-60-00621	Harmony Swim Club & Straw Market	325.00
49-60-00622	Harmony Swim Club - Wading	200.00
49-60-00634	Harmony Community Interactive Water Feature	200.00
49-60-00687	Harmony A-1 Neighborhood - Pool	325.00

Convenience Fee: 25.52

Total Paid: 1075.52

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Final Details for Order #114-1041116-3942664Print this page for your records.**Order Placed:** May 4, 2018**Amazon.com order number:** 114-1041116-3942664**Order Total: \$199.99****Shipped on May 6, 2018****Items Ordered****Price**

1 of: ANNKE HD 960p NVR Wireless Security Camera System with 1TB HDD and (4) 1.0 Megapixel Wifi Outdoor IP Cameras with 36 IR Leds, 100ft Night Vision, Moti

Sold by: Security ANNKE Technology ([seller profile](#)) | Product question? [Ask Seller](#)

Condition: New

Shipping Address:

Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal: \$199.99
Shipping & Handling: \$0.00

Total before tax: \$199.99
Sales Tax: \$0.00

Total for This Shipment: \$199.99
-----**Shipping Speed:**

Two-Day Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$199.99
Shipping & Handling: \$0.00

Billing address

GERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United States

Total before tax: \$199.99
Estimated tax to be collected: \$0.00

Grand Total: \$199.99

To view the status of your order, return to [Order Summary](#).

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Gas

APlus
0067-6718-00
6990 E Irlo Bronson
St. Cloud Florida 34
* FINAL RECEIPT *
For Credit Sales
Card Charged Only
Total Shown Below.

Trans #: 198079
Grade: Regular (87)
Pump Number: 11
Gallons: 19.488
Price: \$2.659
Total Fuel: \$51.82

Total Sale: \$51.82

Term: JD12418058001

Appr: 078100

Seq#: 051794
Capture

MasterCard
XXXXXXXXXXXX4354
Swiped

05/04/2018 08:39:19

Thank You For
Fueling Up At APlus!
Bring In This
Receipt For Any Size
Coffee For Only 79¢!
[PLU 6865]

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**Final Details for Order #114-2849538-4833043**Print this page for your records.**Order Placed:** May 4, 2018**Amazon.com order number:** 114-2849538-4833043**Order Total:** \$16.99**Shipped on May 4, 2018****Items Ordered****Price**

1 of: ANNKE (2) 3M 7dBi WIFI Antenna Extension Cable with Magnetic Base, Male to Female, 2-Pack \$16.99

Sold by: Security ANNKE Technology ([seller profile](#))

Condition: New

Shipping Address:Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United StatesItem(s) Subtotal: \$16.99
Shipping & Handling: \$0.00
-----Total before tax: \$16.99
Sales Tax: \$0.00
-----**Total for This Shipment: \$16.99**
-----**Shipping Speed:**

Standard Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$16.99
Shipping & Handling: \$0.00
-----**Billing address**GERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United StatesTotal before tax: \$16.99
Estimated tax to be collected: \$0.00
-----**Grand Total: \$16.99****Credit Card transactions**

MasterCard ending in 4354: May 4, 2018: \$16.99

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14

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Final Details for Order #111-0842791-7563459[Print this page for your records.](#)**Order Placed:** May 4, 2018**Amazon.com order number:** 111-0842791-7563459**Order Total: \$11.99****Shipped on May 6, 2018****Items Ordered****Price**

1 of: *Video Surveillance Sign - Security Alert - No Trespassing Sign - "Legend* \$11.99
- Large 12 X 12 Octagon Rust Free 0.40 Aluminum Sign

Sold by: SIGO SIGNS ([seller profile](#))

Condition: New

Shipping Address:

Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal: \$11.99
Shipping & Handling: \$0.00

Total before tax: \$11.99
Sales Tax: \$0.00

Total for This Shipment: \$11.99**Shipping Speed:**

Two-Day Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$11.99
Shipping & Handling: \$0.00

Billing address

GERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United States

Total before tax: \$11.99
Estimated tax to be collected: \$0.00

Grand Total: \$11.99To view the status of your order, return to [Order Summary](#).[Conditions of Use](#) | [Privacy Notice](#) © 1996-2018, Amazon.com, Inc. or its affiliates

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Shipping Speed:
Two-Day Shipping

Payment information

Payment Method:
Debit Card | Last digits: 4354

Item(s) Subtotal: \$51.47
Shipping & Handling: \$0.00

Billing address
GERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United States

Total before tax: \$51.47
Estimated tax to be collected: \$0.00

Grand Total: \$51.47

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2 of 2

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APlus
0067-8718-00
6990 E Irlo Bronson
St. Cloud Florida 34
* FINAL RECEIPT*
For Credit Sales
Card Charged Only
Total Shown Below.

Trans #: 198561
Grade: Regular (87)
Pump Number: 11
Gallons: 15.047
Price: \$2.699
Total Fuel: \$40.61

Total Sale: \$40.61

Term: JD12418058001

Appr: 040919

Seq#: 053449
Capture

MasterCard
XXXXXXXXXXXX4354
Swiped

05/08/2018 07:18:58

Thank You For
Fueling Up At APlus!
Bring In This
Receipt For Any Size
Coffee For Only 79¢!
[PLU 6865]

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D's ACE HARDWARE
525 E. 13TH STREET
ST. CLOUD,
FL-34769
PHONE: (407) 957-0191

TAX EXEMPT CUSTOMER

SNEL VAN DER/GERHARD

CUST # 111
TERMS: NET EOM
P.O. # HARMONY CDD
REF. # PO # HARMONY CDD
DUE DATE: 6/30/18
INV # A08713/1
DATE: 5/08/18
CLERK: TRACEY
TERM # 302
TIME: 11:39

* INVOICE *

QUANTITY	UM	ITEM	DESCRIPTION	SUG. PRICE	PRICE/PER	EXTENSION
1	EA	3204914	ADAPTER SIX OUTLET	4.59	4.59 /EA	4.59 N
2	EA	4079422	WASHR STRNR3-7/16X4-3/80	1.59	1.59 /EA	3.18 N
3	EA	L222710	QUIKRETE 50 LB CONCRETE MIX	3.79	3.79 /EA	11.37 N
<div>Approved G v/d Snel 06/11/2018</div> <div><i>Paulus</i></div>						
MID: 191202894884		APP: 096584		XR: 008713		
			** PAYMENT RECEIVED **	19.14	TAXABLE	0.00
			** PAID IN FULL **		NON-TAXABLE	19.14
			BANKCARD PAYMENT		SUB-TOTAL	19.14
			BKCRD#XXXXXXXXXXXX4354	19.14	TAX AMOUNT	0.00
					TOTAL INVOICE	19.14

X

Received By

(18)

**Final Details for Order #112-4393480-0901001**

Print this page for your records.

Order Placed: May 8, 2018**Amazon.com order number:** 112-4393480-0901001**Order Total:** \$10.74**Shipped on May 9, 2018****Items Ordered**

1 of: *KRUD KUTTER GR32 Graffiti Remover, 32-Ounce*
Sold by: Amazon.com Services, Inc.

Condition: New

Price

\$10.74

Shipping Address:

Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal: \$10.74
Shipping & Handling: \$0.00

Total before tax: \$10.74
Sales Tax: \$0.00

Total for This Shipment: \$10.74
-----**Shipping Speed:**

Two-Day Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$10.74
Shipping & Handling: \$0.00

Billing address

GERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United States

Total before tax: \$10.74
Estimated tax to be collected: \$0.00

Grand Total: \$10.74

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(19)

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Final Details for Order #113-9674286-7787410Print this page for your records.**Order Placed:** May 11, 2018**Amazon.com order number:** 113-9674286-7787410**Order Total:** \$168.33**Shipped on May 13, 2018****Items Ordered**1 of: *Better Built 63012334 48" Side Mount Tool Box*

Sold by: Amazon.com Services, Inc.

Condition: New

Price

\$168.33

Shipping Address:

Gerhard van der Snel

7360 Five Oaks Dr

Office trailer

HARMONY, FLORIDA 34773-6047

United States

Item(s) Subtotal: \$168.33

Shipping & Handling: \$0.00

Total before tax: \$168.33

Sales Tax: \$0.00

Total for This Shipment: \$168.33

Shipping Speed:

Standard Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$168.33

Shipping & Handling: \$0.00

Total before tax: \$168.33

Estimated tax to be collected: \$0.00

Billing address

GERHARD VAN DER SNEL HARMONY CDD

210 N UNIVERSITY DR STE 702

CORAL SPRINGS, FL 33071-7320

United States

Grand Total: \$168.33To view the status of your order, return to Order Summary.Conditions of Use | Privacy Notice © 1996-2018, Amazon.com, Inc. or its affiliates

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**Final Details for Order #113-5090862-5815463**Print this page for your records.**Order Placed:** May 11, 2018**Amazon.com order number:** 113-5090862-5815463**Order Total: \$113.99****Shipped on May 12, 2018****Items Ordered****Price**

1 of: 33" Aluminum Trailer Truck Pickup Underbody Underbed Tongue Tool \$113.99

Box Storage Box

Sold by: Mt-Roadstar ([seller profile](#))

Condition: New

Shipping Address:

Gerhard van der Snel

7360 Five Oaks Dr

Office trailer

HARMONY, FLORIDA 34773-6047

United States

Item(s) Subtotal: \$113.99

Shipping & Handling: \$0.00

Total before tax: \$113.99

Sales Tax: \$0.00

Total for This Shipment: \$113.99

Shipping Speed:

Standard Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$113.99

Shipping & Handling: \$0.00

Billing address

GERHARD VAN DER SNEL HARMONY CDD

210 N UNIVERSITY DR STE 702

CORAL SPRINGS, FL 33071-7320

United States

Total before tax: \$113.99

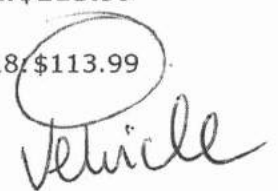
Estimated tax to be collected: \$0.00

Grand Total: \$113.99**Credit Card transactions**

MasterCard ending in 4354: May 12, 2018, \$113.99

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**Final Details for Order #113-0294955-4953860**Print this page for your records.**Order Placed:** May 11, 2018**Amazon.com order number:** 113-0294955-4953860**Seller's order number:** 4021863692388**Order Total:** \$35.32**Shipped on May 13, 2018****Items Ordered**

1 of: *Mobil 1 120760 Synthetic Motor Oil 0W-40, 5 Quart, Model: 120760,* **Price**
Outdoor&Repair Store \$35.32
Sold by: Hellesvik Distribution ([seller profile](#))

Condition: New

Shipping Address:

Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal: \$35.32
Shipping & Handling: \$0.00

Total before tax: \$35.32
Sales Tax: \$0.00

Total for This Shipment: \$35.32
-----**Shipping Speed:**

Standard Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$35.32
Shipping & Handling: \$0.00

Billing address

GERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United States

Total before tax: \$35.32
Estimated tax to be collected: \$0.00

Grand Total: \$35.32**Credit Card transactions**MasterCard ending in 4354: May 13, 2018: \$35.32To view the status of your order, return to [Order Summary](#).[Conditions of Use](#) | [Privacy Notice](#) © 1996-2018, Amazon.com, Inc. or its affiliates

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Final Details for Order #113-7612458-7632233Print this page for your records.**Order Placed:** May 12, 2018**Amazon.com order number:** 113-7612458-7632233**Order Total:** \$17.92**Shipped on May 12, 2018****Items Ordered**2 of: *Honda 18331-ZE3-811 Muffler Deflector*Sold by: A-Ok Power ([seller profile](#))

Condition: New

Price

\$8.96

Shipping Address:

Gerhard van der Snel

7360 Five Oaks Dr

Office trailer

HARMONY, FLORIDA 34773-6047

United States

Item(s) Subtotal: \$17.92

Shipping & Handling: \$0.00

Total before tax: \$17.92

Sales Tax: \$0.00

Total for This Shipment: \$17.92

Shipping Speed:

Two-Day Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$17.92

Shipping & Handling: \$0.00

Total before tax: \$17.92

Estimated tax to be collected: \$0.00

Billing address

GERHARD VAN DER SNEL HARMONY CDD

210 N UNIVERSITY DR STE 702

CORAL SPRINGS, FL 33071-7320

United States

Grand Total: \$17.92To view the status of your order, return to [Order Summary](#).[Conditions of Use](#) | [Privacy Notice](#) © 1996-2018, Amazon.com, Inc. or its affiliates

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**Final Details for Order #113-3762339-7196235**

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Order Placed: May 11, 2018**Amazon.com order number:** 113-3762339-7196235**Order Total: \$12.45****Shipped on May 12, 2018****Items Ordered**

1 of: *Microflex NO123L Lightly Powdered Nitrile Glove Size Large, 100 Box* **Price**
Sold by: Amazon.com Services, Inc. **\$12.45**

Condition: New

Shipping Address:

Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal: \$12.45
Shipping & Handling: \$0.00

Total before tax: \$12.45
Sales Tax: \$0.00

Shipping Speed:

Two-Day Shipping

Total for This Shipment: \$12.45
-----**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$12.45
Shipping & Handling: \$0.00

Billing address

GERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United States

Total before tax: \$12.45
Estimated tax to be collected: \$0.00

Grand Total: \$12.45

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Final Details for Order #113-1507280-6006637Print this page for your records.

Order Placed: May 12, 2018
Amazon.com order number: 113-1507280-6006637
Seller's order number: 1032590
Order Total: \$10.95

Shipped on May 14, 2018**Items Ordered**

1 of: *Stens 110-419 Deflector Screws*
Sold by: Fix_My_Toys ([seller profile](#))

Price
\$10.95

Condition: New

Shipping Address:

Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal: \$10.95
Shipping & Handling: \$0.00

Total before tax: \$10.95
Sales Tax: \$0.00

Shipping Speed:
Standard Shipping

Total for This Shipment: \$10.95
-----**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$10.95
Shipping & Handling: \$0.00

Billing address

GERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United States

Total before tax: \$10.95
Estimated tax to be collected: \$0.00

Grand Total: \$10.95**Credit Card transactions**

MasterCard ending in 4354: May 14, 2018: \$10.95

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Find a Store

Weekly Ad



Thank You!

Your order has been placed

Order Number: 208979038

Order Date: 5/14/18

[Print Order Summary](#)

Create an Account

Choose a password for a faster checkout on your next visit

Email

gerhardharmony@gmail.com

Password (minimum 6 characters)

[Show](#)

Confirm Password

[Show](#)
[Create My Account](#)

Approved G v/d Snel 05/14/2018

Order Details




Shipping Address

Gerhard van
7360 Five Oaks Dr Office Trailer
Harmony, FL 34773
gerhardharmony@gmail.com
407-301-2235

Shipping Method

FREE 3-5 Business Days

Product	Quantity
 Minn Kota Edge 55 Freshwater Bow-Mount Foot-Control Trolling Motor with Digital Charger Free Shipping Applied	1

Billing Address

Harmony CDD
210 N University Dr Suite 702
Coral Springs, FL 33071
407-301-2235

Payment Method

PayPal account for
gerhardharmony@gmail.com

Amount to be charged: \$537.49

Boats

**Final Details for Order #111-0188092-7938626**

Print this page for your records.

Order Placed: May 16, 2018**Amazon.com order number:** 111-0188092-7938626**Order Total: \$126.00****Shipped on May 16, 2018****Items Ordered**

2 of: *Rubbermaid Commercial Microburst 3000 10 Piece Refill Preference Pack, FG401260A*

Sold by: Amazon.com Services, Inc.

Price

\$63.00

Condition: New

Shipping Address:

Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal: \$126.00

Shipping & Handling: \$0.00

Total before tax: \$126.00

Sales Tax: \$0.00

Total for This Shipment: \$126.00

Shipping Speed:

Two-Day Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$126.00

Shipping & Handling: \$0.00

Total before tax: \$126.00

Estimated tax to be collected: \$0.00

Billing address

GERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United States

Grand Total: \$126.00

To view the status of your order, return to Order Summary.

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APlus
0067-6718-00
6990 E Irlo Bronson
St. Cloud Florida 34
* FINAL RECEIPT*
For Credit Sales
Card Charged Only
Total Shown Below.

Trans #: 199444
Grade: Regular (87)
Pump Number: 07
Gallons: 27.973
Price: \$2.799
Total Fuel: \$78.30

Total Sale: \$78.30

Term: JD12418058001

Appr: 080316

Seq#: 056607
Capture

MasterCard
XXXXXXXXXXXX4354
Swiped

05/15/2018 07:44:36

Thank You For
Fueling Up At APlus!
Bring In This
Receipt For Any Size
Coffee For Only 79¢!
[PLU 6865]

Approved A v/d Snel 05/16/2018

(21)

**Final Details for Order #111-7403860-3593006**

[Print this page for your records.](#)

Order Placed: May 16, 2018**Amazon.com order number:** 111-7403860-3593006**Seller's order number:** 706551**Order Total:** \$54.28**Shipped on May 16, 2018****Items Ordered****Price**1 of: *Stenner Pump Company UCCP205 No. 5 Pump Tube*

\$28.89

Sold by: WaterChemicalSystems ([seller profile](#))

Condition: New

1 of: *Stenner Pump Company UCCP202 Santoprene Replacement Pump Tubes \$25.39**No.2(2-Pack)*Sold by: WaterChemicalSystems ([seller profile](#))

Condition: New

Shipping Address:

Gerhard van der Snel

7360 Five Oaks Dr

Office trailer

HARMONY, FLORIDA 34773-6047

United States

Item(s) Subtotal: \$54.28

Shipping & Handling: \$0.00

Total before tax: \$54.28

Sales Tax: \$0.00

Total for This Shipment: \$54.28

Shipping Speed:

Standard Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$54.28

Shipping & Handling: \$0.00

Total before tax: \$54.28

Estimated tax to be collected: \$0.00

Grand Total: \$54.28**Billing address**

GERHARD VAN DER SNEL HARMONY CDD

210 N UNIVERSITY DR STE 702

CORAL SPRINGS, FL 33071-7320

United States

Credit Card transactions

MasterCard ending in 4354: May 16, 2018, \$54.28

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pools

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**Final Details for Order #111-3828569-6979444**[Print this page for your records.](#)

Order Placed: May 16, 2018
Amazon.com order number: 111-3828569-6979444
Seller's order number: 6241216
Order Total: \$76.48

Shipped on May 16, 2018**Items Ordered**

1 of: *Pleatco PAP200-4 Replacement Cartridge for Predator 200 - Pentair* **Price** \$71.48
Clean and Clear 200, 1 Cartridge
Sold by: BackyardPoolSuperstore ([seller profile](#))

Condition: New
NEW ITEM

Shipping Address:

Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal: \$71.48
Shipping & Handling: \$0.00

Total before tax: \$71.48
Sales Tax: \$5.00

Total for This Shipment: \$76.48
-----**Shipping Speed:**

Two-Day Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$71.48
Shipping & Handling: \$0.00

Billing address

GERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United States

Total before tax: \$71.48
Estimated tax to be collected: \$5.00

Grand Total: \$76.48**Credit Card transactions**

MasterCard ending in 4354: May 16, 2018: \$76.48

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All ▾

Deliver to Gerhard
Harmony

Departments ▾

Browsing History ▾

EN ▾

Hello Gerhard
Account & Lists ▾

Orders

Prime ▾

0
Cart

Return/Refund Status



**Minn Kota 09-15 E-Drive Main
Control Board #2884017**
Order # 114-6983645-6977012
Sold by: Sports-Nuts, Inc. Seller
return policy
Quantity: 1

Return request approved
~~\$144.00~~ refund issued on May 16, 2018.
~~\$144.00~~ refund issued on Apr 25, 2018.
~~\$143.93~~ refund issued on May 17, 2018.

[Print return label](#)

[Continue shopping](#)

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(32)

**Order #WD18935906**

Placed on: May 17, 2018

Billing Information

Harmony CDD210 N University Dr Suite 702
Coral Springs FL 33071Payment Method: Paypal

Item	Price/Item	Qty	Line Total
Ship To Home (1 item)			
7360 Five Oaks Dr Office Trailer, Harmony, FL 34773			
PRO-SERIES 5 cu. ft. Gas Powered Commercial Duty Cement and Concrete Mixer	\$479.00 \$543.75 Saved 12%	1	\$479.00

Expect It On May 23 - Jun 1Subtotal
Shipping
Sales Tax\$479.00
\$55.00
\$0.00**Total**
You Saved**\$534.00**
\$64.75**Need help?**Online Customer Support:
1-800-430-3376Custom Blinds:
1-800-658-7320Call 7 days a week:
6 a.m. to 2 a.m. EST*Sidewalks**Approved A v/d Snel 05/16/2018*

GasTruck

Wawa #5123
1125 E Irlo Bronson
St. Cloud FL 34769

5/18/2018 11:55:56 A
Term: JD12067193001
Appr: 090304
Seq#: 027880
Product: Unleaded
Pump Gallons Price
10 24.849 \$2.759
Total Sale \$68.56
Capture

MasterCard
XXXXXXXXXXXX4354
Swiped

05/18/2018 11:52:45

I agree to pay the
above Total Amount
according to Card
Issuer Agreement.

YOUR OPINION MATTERS

Tell us about your
experience at

* MyWawaVisit.com *

Take our survey for
a chance to win a
\$250 Wawa Gift Card

Disponible
en Espanol

Survey Code: 1558156

Store Number: 05123

Please respond
within 5 days

NO PURCHASE

NECESSARY

See rules at website

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34



More saving.
More doing.™

4560 13TH STREET
ST CLOUD, FL 34769 (407)498-0606

6350 00005 79292 05/18/18 12:15 PM
CASHIER GLEATON

090489439279 2X4-8 PT 2P <A>
2X4-8FT #2PRIME PT GC WEATHERSHIELD
405.47 21.88N
090489439361 2X6-10 PT 2P <A>
2X6-10FT #2PRIME PT GC WEATHERSHIELD
209.17 18.34N

SUBTOTAL 40.22
SALES TAX 0.00
TAX EXEMPT
TOTAL \$40.22
XXXXXXXXXXXX4354 MASTERCARD 40.22
AUTH CODE 068220/0051680 TA

P.O.#/JOB NAME: HARMONY

parkus



6350 05 79292 05/18/2018 2418

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 08/16/2018
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
CONVENIENT, EASY AND MOST ORDERS
READY IN LESS THAN 2 HOURS!

ENTER FOR A CHANCE
TO WIN A \$5,000
HOME DEPOT GIFT CARD!

Let us about your store visit!
Complete our short survey and
enter for a chance to win at:

www.homedepot.com/survey

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35

Harmony Market LLC
7272 Harmony Square Drive S
Harmony, FL 34773
(407) 687-6701

Cashier: MyKala S. May 18, 2018
Receipt: SQP1 2:47 PM

Item(s)

Custom Item \$3.50 x 2 \$7.00

Subtotal (before tax) \$7.00

Total \$7.00

Amount Charged \$7.00

Card #: ****4354

Auth Code: 025116

SALE - MasterCard MAG

MID: *****09193

TID: ****9162

Approved

Signature



IMPORTANT - RETAIN FOR YOUR RECORDS
05/18/2018 14:48:12

Customer Copy

Thank you for your business!

Approved G v/d Snel 05/18/2018

(710)

Good Experience? 
We'd love to hear about it!

Review Us Now! 

Please Note: A representative from our accounting team may be in contact with you via telephone to verify your use of this credit card. This is typically a one-time verification. Thank you in advance for your help in keeping our prices as low as possible.

ID Zone Representative (if assigned): Felipe Villalaz - Phone Ext. 195

Optional Order Reference (if applicable):

Purchase Order Number (if applicable):

Bill To:

Gerhard van der Snel
Harmony CDD
210 N University Dr Suite 702
Coral Springs, FL 33071
407-301-2235
gerhardharmony@gmail.com

Ship To:

Gerhard van der Snel
Harmony CDD
7360 Five Oaks Dr
Harmony, FL 34773
4073012235
gerhardharmony@gmail.com

Order Number: 8044096
Placed: 04/25/2018 13:24:15 EDT
Payment Type: Payment Type: MasterCard XXXXXXXXXXXXX4354

Code	Name	Quantity	Price/Ea.	Total
GR-AWID-0-0	AWID GR Graphic Quality Prox-Linc Proximity Card - PROGRAMMED - Qty. 50	4	\$199.50	\$798.00
	Card Format Options: AWID - 26 Bit		\$0.00	\$0.00
	Site/Facility Code: 84		\$0.00	\$0.00
	Start Number: 4000		\$0.00	\$0.00
	I understand the configuration I've selected and understand that these cards are custom products and are not returnable.:		\$0.00	\$0.00

Approved G v/d Snel 04/25/2018

TOTAL:

Security

Coupon: AMAZON20 (\$100.00)
Shipping: FREE UPS Ground \$0.00
Sales Tax \$0.00
\$698.00

Thank you for shopping with ID Zone.

Tracking numbers are usually available within 24 hours of shipment.

If you have questions or need assistance with your order, please contact ID Zone Customer Service at support@IDZone.com or (800) 910-5987 x 3.

Note: To ensure that email correspondence from ID Zone gets to you, please add us to your Safe Senders List in your email client.

Join IDZONEmail
Access Extra Savings, Plus
New Subscribers Save 10%! 

37

**Final Details for Order #111-2400512-1264250**

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Order Placed: May 21, 2018**Amazon.com order number:** 111-2400512-1264250**Order Total: \$46.99****Shipped on May 22, 2018****Items Ordered**1 of: *General Pump Remote Thermostat #100438*Sold by: American Airless ([seller profile](#))**Price**

\$42.00

Condition: New

Shipping Address:

Gerhard van der Snel

7360 Five Oaks Dr

Office trailer

HARMONY, FLORIDA 34773-6047

United States

Item(s) Subtotal: \$42.00

Shipping & Handling: \$4.99

Total before tax: \$46.99

Sales Tax: \$0.00

Total for This Shipment: \$46.99

Shipping Speed:

Standard Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$42.00

Shipping & Handling: \$4.99

Total before tax: \$46.99

Estimated tax to be collected: \$0.00

Grand Total: \$46.99**Credit Card transactions**

MasterCard ending in 4354: May 22, 2018, \$46.99

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**Final Details for Order #112-0498285-4717058**Print this page for your records.**Order Placed:** May 21, 2018**Amazon.com order number:** 112-0498285-4717058**Order Total:** \$32.38**Shipped on May 22, 2018****Items Ordered**

	Price
2 of: American Standard 5901.100.020 Heavy-Duty Elongated Commercial Toilet Seat, White	\$16.19
Sold by: Amazon.com Services, Inc.	

Condition: New

Shipping Address:

Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal:	\$32.38
Shipping & Handling:	\$0.00

Total before tax:	\$32.38
Sales Tax:	\$0.00

Total for This Shipment: \$32.38**Shipping Speed:**

Two-Day Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal:	\$32.38
Shipping & Handling:	\$0.00

Billing address

GERHARD VAN DER SNEI HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United States

Total before tax:	\$32.38
Estimated tax to be collected:	\$0.00

Grand Total: \$32.38To view the status of your order, return to Order Summary.Conditions of Use | Privacy Notice © 1996-2018, Amazon.com, Inc. or its affiliates

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(351)

**Final Details for Order #112-7351959-9286619**

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Order Placed: May 21, 2018**Amazon.com order number:** 112-7351959-9286619**Order Total:** \$19.99**Shipped on May 22, 2018****Items Ordered**

1 of: *iPhone 7/8 Waterproof Case, OUNNE Underwater Full Sealed Cover
Snowproof Shockproof Dirtproof IP68 Certified Waterproof Case for iPhone
7/8 4.7 inch*

Sold by: OUNNE ([seller profile](#))

Condition: New

Price

\$19.99

Shipping Address:

Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal: \$19.99

Shipping & Handling: \$0.00

Total before tax: \$19.99

Sales Tax: \$0.00

Total for This Shipment: \$19.99

Shipping Speed:

Two-Day Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$19.99

Shipping & Handling: \$0.00

Total before tax: \$19.99

Estimated tax to be collected: \$0.00

Billing address

GERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United States

Grand Total: \$19.99

To view the status of your order, return to [Order Summary](#).

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(Handwritten signature)

amazon.com

Final Details for Order #111-9884852-4762667Print this page for your records.**Order Placed:** May 21, 2018**Amazon.com order number:** 111-9884852-4762667**Order Total: \$12.50****Shipped on May 22, 2018****Items Ordered**

1 of: 304/304L Forged Stainless Steel Pipe Fitting, 90 Degree Elbow, Class 3000, 3/8" NPT Male X 3/8" NPT Female **Price**
\$12.50
Sold by: Amazon.com Services, Inc.

Condition: New

Shipping Address:

Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal: \$12.50
Shipping & Handling: \$0.00

Total before tax: \$12.50
Sales Tax: \$0.00

Shipping Speed:

Two-Day Shipping

Total for This Shipment: \$12.50
-----**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$12.50
Shipping & Handling: \$0.00

Billing address

GERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United States

Total before tax: \$12.50
Estimated tax to be collected: \$0.00

Grand Total: \$12.50To view the status of your order, return to Order Summary.

Sidewalks

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**Final Details for Order #112-7426264-3832211**

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Order Placed: May 21, 2018**Amazon.com order number:** 112-7426264-3832211**Seller's order number:** 4040570**Order Total: \$48.75****Shipped on May 23, 2018****Items Ordered**1 of: *Pittsburgh 130 Piece Tool Kit with Case*Sold by: JTB Commodities ([seller profile](#))

Condition: New

Price

\$48.75

Shipping Address:

Gerhard van der Snel

7360 Five Oaks Dr

Office trailer

HARMONY, FLORIDA 34773-6047

United States

Item(s) Subtotal: \$48.75

Shipping & Handling: \$0.00

Total before tax: \$48.75

Sales Tax: \$0.00

Total for This Shipment: \$48.75

Shipping Speed:

Economy Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$48.75

Shipping & Handling: \$0.00

Total before tax: \$48.75

Estimated tax to be collected: \$0.00

Grand Total: \$48.75**Billing address**

GERHARD VAN DER SNEL HARMONY CDD

210 N UNIVERSITY DR STE 702

CORAL SPRINGS, FL 33071-7320

United States

Credit Card transactions

MasterCard ending in 4354: May 23, 2018: \$48.75

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**Final Details for Order #111-1528137-6729055**

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Order Placed: May 21, 2018**Amazon.com order number:** 111-1528137-6729055**Order Total:** \$14.89**Shipped on May 22, 2018****Items Ordered**

1 of: *PC792A-1C-C3-12S-RN-X | 5 Pin SPDT 12 VDC Coil, 40/30 Amp 75 VDC Switching, Mini ISO Sealed Automotive Plug In Relay in a Weatherproof Case with Metal Mounting Brackets* **Price** \$8.94
Sold by: Picker Components ([seller profile](#))

Condition: New

Shipping Address:

Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal: \$8.94
Shipping & Handling: \$5.95

Total before tax: \$14.89
Sales Tax: \$0.00

Shipping Speed:

Standard Shipping

Total for This Shipment: \$14.89
-----**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$8.94
Shipping & Handling: \$5.95

Billing address

GERHARD VAN DER SNEEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United States

Total before tax: \$14.89
Estimated tax to be collected: \$0.00

Grand Total: \$14.89**Credit Card transactions**MasterCard ending in 4354: May 22, 2018: **\$14.89**To view the status of your order, return to [Order Summary](#).

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*Approved G v/d Snel 06/04/2018**Vehicle**AB*

**Final Details for Order #111-7576497-1919465**

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Order Placed: May 21, 2018**Amazon.com order number:** 111-7576497-1919465**Order Total: \$49.70****Shipped on May 23, 2018****Items Ordered**

1 of: 12 Volt DC Fuel Solenoid Valve R261N

Sold by: Home Essentials Depot ([seller profile](#))

Condition: New

Price

\$49.70

Shipping Address:

Gerhard van der Snel

7360 Five Oaks Dr

Office trailer

HARMONY, FLORIDA 34773-6047

United States

Item(s) Subtotal: \$49.70

Shipping & Handling: \$0.00

Total before tax: \$49.70

Sales Tax: \$0.00

Total for This Shipment: \$49.70

Shipping Speed:

Standard Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$49.70

Shipping & Handling: \$0.00

Billing address

GERHARD VAN DER SNEEL HARMONY CDD

210 N UNIVERSITY DR STE 702

CORAL SPRINGS, FL 33071-7320

United States

Total before tax: \$49.70

Estimated tax to be collected: \$0.00

Grand Total: \$49.70**Credit Card transactions**

MasterCard ending in 4354: May 23, 2018: \$49.70

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1/44

7C.

7Ci.

HARMONY

Community Development District

Annual Operating and Debt Service Budget

Fiscal Year 2019

Modified Tentative Budget
(06/15/18)

Prepared by:



HARMONY

Community Development District

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Harmony

Community Development District

Operating Budget

Fiscal Year 2019

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2019 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2016	ACTUAL FY 2017	ADOPTED BUDGET FY 2018	ACTUAL THRU MAY 2018	PROJECTED JUNE - SEP 2018	TOTAL PROJECTED FY 2018	ANNUAL BUDGET FY 2019
REVENUES							
Interest - Investments	\$ 3,104	\$ 4,631	\$ 3,000	\$ 6,348	3,174	\$ 9,522	\$ 5,001
Interest - Tax Collector	56	93	-	697	-	697	-
Special Assmnts- Tax Collector	1,017,932	1,251,018	1,359,659	1,907,415	24,211	1,931,626	1,968,208
Special Assmnts- CDD Collected	893,202	682,570	571,967	-	-	-	-
Special Assmnts- Discounts	(29,481)	(34,637)	(54,386)	(47,961)	-	(47,961)	(78,728)
Sale of Surplus Equipment	-	1,504	-	-	-	-	-
Other Miscellaneous Revenues	2,500	2,583	-	2,586	-	2,586	-
Access Cards	2,230	2,240	1,200	1,000	500	1,500	1,200
Facility Revenue	3,420	370	300	885	443	1,328	300
Facility Membership Fee	1,000	1,200	1,200	-	-	-	1,200
TOTAL REVENUES	1,901,827	1,911,572	1,882,940	1,870,970	28,328	1,899,298	1,897,181
EXPENDITURES							
<i>Administrative</i>							
P/R-Board of Supervisors	11,200	9,800	11,200	8,000	3,200	11,200	11,200
FICA Taxes	857	750	857	612	245	857	857
ProfServ-Arbitrage Rebate	1,800	1,200	1,200	-	1,200	1,200	1,200
ProfServ-Dissemination Agent	1,500	1,500	1,500	1,500	-	1,500	1,500
ProfServ-Engineering	10,206	14,876	8,000	7,110	3,555	10,665	10,000
ProfServ-Legal Services	48,819	54,170	40,000	56,627	28,314	84,941	50,000
ProfServ-Mgmt Consulting Serv	55,984	55,984	55,984	22,578	11,289	33,867	55,984
ProfServ-Property Appraiser	406	450	779	523	-	523	779
ProfServ-Special Assessment	8,822	8,822	8,822	8,822	-	8,822	8,822
ProfServ-Trustee Fees	10,127	9,927	10,024	5,390	4,634	10,024	10,024
Auditing Services	4,900	4,355	4,600	-	4,600	4,600	4,600
Postage and Freight	619	675	750	491	246	737	750
Insurance - General Liability	26,759	27,726	30,499	25,334	-	25,334	27,867
Printing and Binding	1,901	1,703	2,000	957	479	1,436	2,000
Legal Advertising	3,314	949	900	215	108	323	900
Miscellaneous Services	-	62	-	-	-	-	-
Misc-Records Storage	-	-	150	-	150	150	150
Misc-Assessmnt Collection Cost	14,609	17,675	27,193	37,189	484	37,673	39,364
Misc-Contingency	136	1,092	2,600	760	380	1,140	2,600
Office Supplies	50	88	300	28	14	42	300
Annual District Filing Fee	175	175	175	200	-	200	175
Total Administrative	202,184	211,979	207,533	176,336	58,896	235,232	229,072
<i>Field</i>							
ProfServ-Field Management	181,046	198,091	230,000	132,313	66,157	198,470	230,000
Total Field	181,046	198,091	230,000	132,313	66,157	198,470	230,000

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2019 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2016	FY 2017	BUDGET	THRU	JUNE -	PROJECTED	BUDGET
			FY 2018	MAY 2018	SEP 2018	FY 2018	FY 2019
Landscape Services							
Contracts-Mulch	-	58,625	57,934	38,623	19,311	57,934	58,803
Contracts-Trees & Trimming	20,692	-	-	-	-	-	-
Contracts-Shrub Care	121,738	-	-	-	-	-	-
Contracts-Ground	40,652	-	-	-	-	-	-
Contracts-Turf Care	264,063	-	-	-	-	-	-
Contracts - Landscape	-	342,298	268,338	178,892	89,446	268,338	272,363
Cntrs-Shrub/Grnd Cover Annual Svc	-	15,204	150,420	100,280	50,140	150,420	152,676
R&M-Irrigation	11,031	5,221	10,000	10,556	5,278	15,834	10,000
R&M-Trees and Trimming	19,562	-	20,000	62,050	31,025	93,075	20,000
Miscellaneous Services	26,774	6,225	27,474	6,514	20,960	27,474	27,475
Total Landscape Services	504,512	427,573	534,166	396,915	216,160	613,075	541,317
Utilities							
Electricity - General	30,620	29,135	35,000	21,112	10,556	31,668	35,000
Electricity - Streetlighting	73,957	74,898	90,000	50,630	25,315	75,945	90,000
Utility - Water & Sewer	95,280	145,748	130,000	62,173	31,087	93,260	130,000
Lease - Street Light	195,239	148,995	123,000	86,075	43,038	129,113	123,000
Cap Outlay - Streetlights	365,610	237,583	403,651	85,097	318,554	403,651	386,202
Total Utilities	760,706	636,359	781,651	305,087	428,549	733,636	764,202
Operation & Maintenance							
Contracts-Lake and Wetland	2,616	-	-	-	-	-	-
Communication - Telephone	3,451	3,696	3,720	3,035	1,518	4,553	3,720
Utility - Refuse Removal	3,061	3,500	3,720	2,921	1,461	4,382	3,720
R&M-Equipment	564	-	-	-	-	-	-
R&M-Ponds	4,112	10,708	12,500	2,282	1,141	3,423	12,500
R&M-Pools	18,227	19,310	15,000	14,516	7,258	21,774	15,000
R&M-Roads & Alleyways	168	525	10,000	-	-	-	10,000
R&M-Sidewalks	4,885	714	5,000	2,592	1,296	3,888	5,000
R&M-Vehicles	8,995	7,548	15,000	6,211	3,106	9,317	15,000
R&M-Equipment Boats	2,022	10,054	7,500	3,201	1,601	4,802	7,500
R&M-Parks & Facilities	31,108	26,393	30,000	24,339	12,170	36,509	30,000
Miscellaneous Services	1,500	1,500	2,400	1,277	639	1,916	2,400
Misc-Licenses & Permits	1,426	-	-	-	-	-	-
Misc-Access Cards&Equipment	3,389	6,606	-	-	-	-	-
Misc-Contingency	4,484	5,565	5,000	5,376	2,688	8,064	5,000
Misc-Security Enhancements	2,438	2,596	5,000	3,373	1,687	5,060	5,000
Op Supplies - Fuel, Oil	2,252	-	2,750	2,578	1,289	3,867	2,750
Cap Outlay - Other	-	-	-	7,780	-	7,780	-
Cap Outlay - Vehicles	24,033	-	12,000	12,281	-	12,281	15,000
Capital Outlay	-	-	-	20,000	-	20,000	-
Reserve - Sidewalks	-	-	-	71,792	-	71,792	-
Total Operation & Maintenance	118,731	98,715	129,590	183,554	35,851	219,405	132,590
TOTAL EXPENDITURES	1,767,179	1,572,717	1,882,940	1,194,205	805,612	1,999,817	1,897,181

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2019 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2016	ACTUAL FY 2017	ADOPTED BUDGET FY 2018	ACTUAL THRU MAY 2018	PROJECTED JUNE - SEP 2018	TOTAL PROJECTED FY 2018	ANNUAL BUDGET FY 2019
Excess (deficiency) of revenues							
Over (under) expenditures	134,648	338,855	-	676,765	(777,285)	(100,520)	0
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance	-	-	-	-	-	-	0
TOTAL OTHER SOURCES (USES)	-	-	-	-	-	-	0
Net change in fund balance	134,648	338,855	-	676,765	(777,285)	(100,520)	0
FUND BALANCE, BEGINNING	582,440	717,087	1,055,942	1,055,942	-	1,055,942	955,422
FUND BALANCE, ENDING	\$ 717,087	\$ 1,055,942	\$ 1,055,942	\$ 1,732,707	\$ (777,285)	\$ 955,422	\$ 955,423

HARMONY

Community Development District

Exhibit "A" Allocation of Fund Balances

AVAILABLE FUNDS

	<u>Amount</u>
Beginning Fund Balance - Fiscal Year 2019	\$ 955,422
Net Change in Fund Balance - Fiscal Year 2019	0
Reserves - Fiscal Year 2019	-
Total Funds Available (Estimated) - 9/30/2019	955,423

ALLOCATION OF AVAILABLE FUNDS

Assigned Fund Balance

Operating Reserve - First Quarter Operating Capital		377,745 ⁽¹⁾
Reserves - Renewal & Replacement (Prior Years)		99,188
Reserves - Insurance (Prior Years)		50,000
Reserves - Sidewalk and Alleyways (Prior Years)	165,000	
Expense in Sidewalk and Alleyways (FY 2018)	(71,792)	93,208
	Subtotal	620,141
Total Allocation of Available Funds		620,141

Total Unassigned (undesignated) Cash	\$ 335,282
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Notes

(1) Represents approximately 3 months of operating expenditures

Budget Narrative
Fiscal Year 2019**REVENUES**

Interest-Investments

The District earns interest on its operating accounts.

Special Assessments-Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

Access Cards

The District is charging fees for access cards to the pools and Buck Lake access.

Facility Revenue

The District is charging for events held at the District facilities.

Facility Membership Fee**EXPENDITURES**

Administrative**P/R-Board of Supervisors**

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon four supervisors attending 12 meetings and 2 workshops.

FICA Taxes

Payroll taxes on Board of Supervisors compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures.

Professional Services-Arbitrage Rebate

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on the Series of Benefit Special Assessment Bonds. The budgeted amount for the fiscal year is based on signed engagement letters for each Bond series at \$600 each.

Professional Services-Dissemination Agent

The District is required by the Securities and Exchange Commission to comply with rule 15c2-12(b)-(5), which relates additional reporting requirements for unrelated bond issues and is performed by Digital Assurance Company. The budgeted amount for the fiscal year is based on standard fees charged for this service.

Budget Narrative
Fiscal Year 2019**EXPENDITURES****Administrative** (continued)**Professional Services-Engineering**

The District's engineer, Boyd Civil Engineering, Inc., will be providing general engineering services to the District, i.e., attendance and preparation for monthly Board meetings, review of invoices, preparation of requisitions., etc.

Professional Services-Legal Services

The District's general counsel, Young, Van Assenderp & Qualls, P.A., retained by the District Board, is responsible for attending and preparing for Board meetings and rendering advice, counsel, recommendations, and representation as determined appropriate or as directed by the Board directly or as relayed by the manager.

Professional Services-Management Consulting Services

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark-Infrastructure Management Services. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement. No increase is expected for FY2019.

Contract -Inframark-Infrastructure Management Services

\$55,984

Professional Services-Property Appraiser

The Property Appraiser provides the District with a listing of the legal description of each property parcel within the District boundaries, and the names and addresses of the owners of such property. The District reimburses the Property Appraiser for necessary administrative costs incurred to provide this service. The fiscal year budget for property appraiser costs was based on a unit price per parcel. In prior years, this cost was included in Misc.-Assessment Collection Cost.

Professional Services-Special Assessment (Advisor)

The District will be billed annually for calculating and levying the annual operating and maintenance, and debt service assessments, as provided by Inframark-Infrastructure Management Services.

Professional Services-Trustee Fees

The District pays US Bank an annual fee for trustee services on the Series 2014 and Series 2015 Bonds. The budgeted amount for the fiscal year is based on previous year plus any out-of-pocket expenses.

Auditing Services

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on contracted fees per engagement letter with Berger, Toombs, Elam, Gaines & Frank.

Postage and Freight

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

Insurance-General Liability

The District's General Liability & Public Officials Liability Insurance policy is with Public Risks Insurance Agency. They specialize in providing insurance coverage to governmental agencies. The budgeted amount allows for a projected increase in the premium.

Budget Narrative
Fiscal Year 2019**EXPENDITURES****Administrative** (continued)**Printing and Binding**

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in the newspaper of general circulation.

Misc.-Record Storage

Storage usage for Districts record keeping.

Miscellaneous-Assessment Collection Costs

The District reimburses the Osceola Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The fiscal year budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.

Miscellaneous-Contingency

This includes monthly bank charges and any other miscellaneous expenses that may be incurred during the year.

Office Supplies

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

Annual District Filing Fee

The District is required to pay an annual fee of \$175 to the Department of Economic Opportunity Division of Community Development.

Field**Professional Services-Field Management****\$230,000**

Project Manager will provide onsite field operations management and supervisory services, including oversight of all District contractors providing services including landscape, hardscape, stormwater/ponds, etc. Field services provided for within this scope include community boat operations, facility and common area maintenance and irrigation.

Landscape Services**Contracts-Mulch****\$58,803**

Contract with Servello & Sons. Scope of work: Pine nugget bark mulch shall be installed one time a year between November 1st and January 31st at a minimum depth of 3 inches in all plant beds and tree rings. Landscape beds beneath natural pine stands shall be mulched with pine straw at a minimum depth of 3 inches. Playground areas shall be mulched annually during the month of January. Six inches of mulch is required to be added to the existing mulch.

Budget Narrative
Fiscal Year 2019**EXPENDITURES****Landscape Services** (continued)**Contracts- Landscape****\$272,363**

Contract with Servello & Sons. Scheduled maintenance consists of mowing, edging, trimming, blowing, fertilizing, and applying pest and disease control chemicals to turf within the District. Includes contingency for additional Neighborhoods.

Contracts- Shrubs/Ground Cover Annual Service**\$152,676**

Contract with Servello & Sons. Contractor shall be responsible for installation of 1,600 annuals per quarter (6,400 annuals per year) for each of the four quarterly rotations in spring, summer, fall and winter at various plant beds located throughout the District. Includes contingency for additional Neighborhoods.

Contract (Servello & Sons) Turf	\$1,616.71 per month
Contract (Servello & Sons) Trees/Shrubs	\$6,456.27 per month
Contract (Servello & Sons) Arbor	\$3,675.61 per month
Contract (Servello & Sons) Annuals	\$974.40 per month

R&M-Irrigation**\$10,000**

Purchase of irrigation supplies. Unscheduled maintenance consists of major repairs and replacement of system components.

Unscheduled maintenance/repair of Weather Station	\$1,400
Unscheduled maintenance/repair of lines	\$3,000
Irrigation supplies	\$5,600

R&M-Trees Trimming Services (Canopy)**\$20,000**

Scheduled maintenance consists of canopy trimming for trees above the 10-foot height level, and consulting with a certified arborist.

Miscellaneous Services**\$27,474**

Unscheduled or one-time landscape maintenance expenses for other areas within the District that are not listed in any other budget category.

Utilities**Electricity-General****\$35,000**

Electricity for accounts with Orlando Utilities Commissions for the swim club, parks, and irrigation. Fees are based on historical costs for metered use.

Electricity-Streetlighting**\$90,000**

Orlando Utilities Company charges electricity usage (maintenance fee). The budget is based on historical costs.

Utility-Water & Sewer**\$130,000**

The District currently has utility accounts with Toho Water Authority. Usage consists of water, sewer and reclaimed water services.

Budget Narrative
Fiscal Year 2019**EXPENDITURES****Utilities (continued)****Lease-Street Lights****\$123,000**

Contract to lease (investment fees) light-poles and fixtures for all street lighting within the District, as per agreement with the Orlando Utilities Commission.

Cap-Outlay-Street Lights**\$403,651**

This line item is for future buy out of the streetlights contracts obligation of the District.
And repair/replacement of existing, as necessary.

Operation & Maintenance**Communication-Telephone****\$3,720**

Telephone expenses for the dockmaster and assistant.

Utility-Refuse Removal**\$3,720**

Scheduled maintenance consists of trash disposal. Unscheduled maintenance consists of replacement or repair of dumpster.

R&M-Ponds**\$12,500**

Scheduled maintenance and treatment of nuisance aquatic species, including pond consultant, as necessary.

R&M-Pools**\$15,000**

This includes pool any repairs and maintenance for the Swim Club Ashley Park pools and Lakeshore Park Splash Pad that may be incurred during the year by the District, including repair and replacement of pool furniture, shades, safety equipment, etc. Various pool licenses and permits required for the pools are based on historical expenses.

Repair /replace	\$7,500
Supplies	\$6,425
Licenses	\$1,075

R&M-Roads and Alleyways**\$10,000**

This line item is to resurfacing the alleys of the District.

R&M-Sidewalks**\$5,000**

Unscheduled maintenance consists of grinding uneven areas and replacement of concrete sidewalk areas, replacement of broken sidewalk, and pressure washing.

R&M-Vehicles**\$15,000**

Supplies such as tires and parts, maintenance and equipment needed for various vehicles.

Vehicles, tires and parts	\$5,000
Repairs and maintenance	\$9,500
Miscellaneous	\$500

Budget Narrative
Fiscal Year 2019

EXPENDITURES

Operation & Maintenance (continued)

R&M-Equipment Boats **\$7,500**

Supplies such as generators and large tools, maintenance and equipment needed for the boats.

Boat tools and generator	\$4,000
Repairs and maintenance	\$3,000
Miscellaneous	\$500

R&M-Parks and Facilities **\$30,000**

Maintenance or repairs to the basketball courts and athletic fields, cleaning of basketball court, dog parks and all miscellaneous park areas. Also includes, cleaning, daily maintenance and rest room supplies.

Lakeshore Park	\$7,500
Dog Parks	\$2,000
Park Areas	\$7,500
Facilities	\$13,000

Miscellaneous Services **\$2,400**

Draining service for holding tank of District's office trailer.

Miscellaneous Contingency **\$5,000**

The fiscal year contingency represents the potential excess of unscheduled maintenance expenses not included in budget categories or not anticipated in specific line items.

Miscellaneous-Security Enhancement **\$5,000**

Represents costs for network service and update and improve security within the District. (Gates and pool camera's etc.). cost for purchasing/producing access cards, supplies and special ink cartridges for printer. Unscheduled maintenance; includes repair or replacement of damaged cameras and any required upgrades.

OP Supplies – Fuel, Oil **\$2,750**

Represents usage of fuel.

Cap Outlay - Vehicles **\$15,000**

Represents cost to replace mule.

Budget Narrative
Fiscal Year 2019**REVENUES****Interest-Investments**

The District earns interest income on its trust accounts with US Bank.

Special Assessments-Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the debt service expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Special Assessment-CDD Collected (Maintenance)

The District will collect a Non-Ad Valorem assessment on all the un-platted parcels within the District in support of the overall fiscal year budget.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES**Administrative****Miscellaneous-Assessment Collection Cost**

The District reimburses the Osceola Tax Collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The fiscal year budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.

Principal Debt Retirement

The District pays regular principal payments annually in order to pay down/retire the debt service.

Interest Expense

The District pays interest expense on the debt service bonds twice a year.

Harmony

Community Development District

Debt Service Budgets

Fiscal Year 2019

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2019 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2016	ACTUAL FY 2017	ADOPTED BUDGET FY 2018	ACTUAL THRU MAY 2018	PROJECTED JUNE - SEP 2018	TOTAL PROJECTED FY 2018	ANNUAL BUDGET FY 2019
REVENUES							
Interest - Investments	\$ 1,327	\$ 1,949	\$ 1,000	\$ 1,671	836	\$ 2,507	\$ 1,000
Special Assmnts- Tax Collector	1,201,012	1,169,188	1,171,335	1,223,742	34,437	1,258,179	1,260,584
Special Assmnts- Prepayment	49,300	11,820	-	46,115	-	46,115	-
Special Assmnts- CDD Collected	114,564	111,155	86,844	-	-	-	-
Special Assmnts- Discounts	(34,783)	(32,371)	(46,853)	(30,770)	-	(30,770)	(50,423)
TOTAL REVENUES	1,331,420	1,261,741	1,212,326	1,240,758	35,273	1,276,031	1,211,160
EXPENDITURES							
<i>Administrative</i>							
Misc-Assessmnt Collection Cost	17,206	16,519	23,427	23,859	689	24,548	25,212
Total Administrative	17,206	16,519	23,427	23,859	689	24,548	25,212
<i>Debt Service</i>							
Principal Debt Retirement	520,000	535,000	565,000	575,000	-	575,000	605,000
Principal Prepayments	85,000	40,000	-	35,000	-	35,000	-
Interest Expense	690,700	661,094	633,312	632,938	-	632,938	602,813
Total Debt Service	1,295,700	1,236,094	1,198,312	1,242,938	-	1,242,938	1,207,813
TOTAL EXPENDITURES	1,312,906	1,252,613	1,221,739	1,266,797	689	1,267,486	1,233,024
Excess (deficiency) of revenues							
Over (under) expenditures	18,514	9,128	(9,413)	(26,039)	273,804	8,545	(21,864)
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance	-	-	(9,413)	-	-	-	(21,864)
TOTAL OTHER SOURCES (USES)	-	-	(9,413)	-	-	-	(21,864)
Net change in fund balance	18,514	9,128	(9,413)	(26,039)	273,804	8,545	(21,864)
FUND BALANCE, BEGINNING	1,129,554	1,148,067	1,157,194	1,157,194	-	1,157,194	1,165,739
FUND BALANCE, ENDING	\$ 1,148,068	\$ 1,157,195	\$ 1,147,781	\$ 1,131,155	\$ 273,804	\$ 1,165,739	\$ 1,143,875

AMORTIZATION SCHEDULE

Period Ending	Outstanding Balance	Principal	Coupon Rate	Interest	Annual Debt Service
11/1/2018	\$11,710,000			301,406	
5/1/2019	\$11,710,000	605,000	5.000%	301,406	\$1,207,813
11/1/2019	\$11,105,000			286,281	
5/1/2020	\$11,105,000	635,000	5.000%	286,281	\$1,207,563
11/1/2020	\$10,470,000			270,406	
5/1/2021	\$10,470,000	670,000	5.000%	270,406	\$1,210,813
11/1/2021	\$9,800,000			253,656	
5/1/2022	\$9,800,000	705,000	5.000%	253,656	\$1,212,313
11/1/2022	\$9,095,000			236,031	
5/1/2023	\$9,095,000	720,000	5.000%	236,031	\$1,192,063
11/1/2023	\$8,375,000			218,031	
5/1/2024	\$8,375,000	705,000	5.000%	218,031	\$1,141,063
11/1/2024	\$7,670,000			200,406	
5/1/2025	\$7,670,000	745,000	5.000%	200,406	\$1,145,813
11/1/2025	\$6,925,000			181,781	
5/1/2026	\$6,925,000	850,000	5.250%	181,781	\$1,213,563
11/1/2026	\$6,075,000			159,469	
5/1/2027	\$6,075,000	900,000	5.250%	159,469	\$1,218,938
11/1/2027	\$5,175,000			135,844	
5/1/2028	\$5,175,000	910,000	5.250%	135,844	\$1,181,688
11/1/2028	\$4,265,000			111,956	
5/1/2029	\$4,265,000	1,000,000	5.250%	111,956	\$1,223,913
11/1/2029	\$3,265,000			85,706	
5/1/2030	\$3,265,000	1,030,000	5.250%	85,706	\$1,201,413
11/1/2030	\$2,235,000			58,669	
5/1/2031	\$2,235,000	1,100,000	5.250%	58,669	\$1,217,338
11/1/2031	\$1,135,000			29,794	
5/1/2032	\$1,135,000	1,135,000	5.250%	29,794	\$1,194,588
		\$11,710,000		\$5,058,875	\$16,768,875

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2019 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2016	ACTUAL FY 2017	ADOPTED BUDGET FY 2018	ACTUAL THRU MAY 2018	PROJECTED JUNE - SEP 2018	TOTAL PROJECTED FY 2018	ANNUAL BUDGET FY 2019
REVENUES							
Interest - Investments	\$ 376	\$ 815	\$ 300	\$ 1,224	612	\$ 1,836	\$ 300
Special Assmnts- Tax Collector	-	360,345	488,878	1,097,912	4,636	1,093,276	1,096,637
Special Assmnts- Prepayment	54,166	47,468	-	187,756	-	187,756	-
Special Assmnts- CDD Collected	1,045,516	1,112,308	604,398	-	-	-	-
Special Assmnts- Discounts	-	(9,977)	(19,555)	(27,607)	-	(27,607)	(43,865)
TOTAL REVENUES	1,100,058	1,510,959	1,074,021	1,259,285	5,248	1,255,261	1,053,072
EXPENDITURES							
<i>Administrative</i>							
Misc-Assessmnt Collection Cost	808	5,091	9,778	21,406	93	21,499	21,933
Total Administrative	808	5,091	9,778	21,406	93	21,499	21,933
<i>Debt Service</i>							
Principal Debt Retirement	390,000	410,000	425,000	425,000	-	425,000	430,000
Principal Prepayments	-	-	-	375,000	-	375,000	-
Interest Expense	668,632	648,481	633,106	631,972	-	631,972	588,150
Total Debt Service	1,058,632	1,058,481	1,058,106	1,431,972	-	1,431,972	1,018,150
TOTAL EXPENDITURES	1,059,440	1,063,572	1,067,884	1,453,378	93	1,453,471	1,040,083
Excess (deficiency) of revenues Over (under) expenditures	40,618	447,387	6,137	(194,093)	5,155	(198,210)	12,989
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance	-	-	6,137	-	-	-	12,989
TOTAL OTHER SOURCES (USES)	-	-	6,137	-	-	-	12,989
Net change in fund balance	40,618	447,387	6,137	(194,093)	5,155	(198,210)	12,989
FUND BALANCE, BEGINNING	356,774	397,392	844,779	844,778	-	844,778	646,568
FUND BALANCE, ENDING	\$ 397,392	\$ 844,779	\$ 850,916	\$ 650,685	\$ 5,155	\$ 646,568	\$ 659,557

AMORTIZATION SCHEDULE

Period Ending	Outstanding Balance	Principal	Coupon Rate	Interest	Annual Debt Service
11/1/2018	\$11,930,000		3.750%	\$299,181	
5/1/2019	\$11,930,000	\$430,000	4.750%	\$299,181	\$1,028,363
11/1/2019	\$11,500,000		4.750%	\$288,969	
5/1/2020	\$11,500,000	\$450,000	4.750%	\$288,969	\$1,027,938
11/1/2020	\$11,050,000		4.750%	\$278,281	
5/1/2021	\$11,050,000	\$470,000	4.750%	\$278,281	\$1,026,563
11/1/2021	\$10,580,000		4.750%	\$267,119	
5/1/2022	\$10,580,000	\$495,000	4.750%	\$267,119	\$1,029,238
11/1/2022	\$10,085,000		4.750%	\$255,363	
5/1/2023	\$10,085,000	\$520,000	4.750%	\$255,363	\$1,030,725
11/1/2023	\$9,565,000		4.750%	\$243,013	
5/1/2024	\$9,565,000	\$545,000	4.750%	\$243,013	\$1,031,025
11/1/2024	\$9,020,000		4.750%	\$230,069	
5/1/2025	\$9,020,000	\$570,000	4.750%	\$230,069	\$1,030,138
11/1/2025	\$8,450,000		4.750%	\$216,531	
5/1/2026	\$8,450,000	\$595,000	5.125%	\$216,531	\$1,028,063
11/1/2026	\$7,855,000		5.125%	\$201,284	
5/1/2027	\$7,855,000	\$625,000	5.125%	\$201,284	\$1,027,569
11/1/2027	\$7,230,000		5.125%	\$185,269	
5/1/2028	\$7,230,000	\$650,000	5.125%	\$185,269	\$1,020,538
11/1/2028	\$6,580,000		5.125%	\$168,613	
5/1/2029	\$6,580,000	\$690,000	5.125%	\$168,613	\$1,027,225
11/1/2029	\$5,890,000		5.125%	\$150,931	
5/1/2030	\$5,890,000	\$725,000	5.125%	\$150,931	\$1,026,863
11/1/2030	\$5,165,000		5.125%	\$132,353	
5/1/2031	\$5,165,000	\$760,000	5.125%	\$132,353	\$1,024,706
11/1/2031	\$4,405,000		5.125%	\$112,878	
5/1/2032	\$4,405,000	\$795,000	5.125%	\$112,878	\$1,020,756
11/1/2032	\$3,610,000		5.125%	\$92,506	
5/1/2033	\$3,610,000	\$835,000	5.125%	\$92,506	\$1,020,013
11/1/2033	\$2,775,000		5.125%	\$71,109	
5/1/2034	\$2,775,000	\$875,000	5.125%	\$71,109	\$1,017,219
11/1/2034	\$1,900,000		5.125%	\$48,688	
5/1/2035	\$1,900,000	\$925,000	5.125%	\$48,688	\$1,022,375
11/1/2035	\$975,000		5.125%	\$24,984	
5/1/2036	\$975,000	\$975,000	5.125%	\$24,984	\$1,024,969
Total		\$11,930,000		\$6,534,281	\$18,464,281

Budget Narrative
Fiscal Year 2019**REVENUES****Interest-Investments**

The District earns interest on its operating accounts.

Special Assessments-Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

Access Cards

The District is charging fees for access cards to the pools and Buck Lake access.

Facility Revenue

The District is charging for events held at the District facilities.

Facility Membership Fee**EXPENDITURES****Administrative****P/R-Board of Supervisors**

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon four supervisors attending 12 meetings and 2 workshops.

FICA Taxes

Payroll taxes on Board of Supervisors compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures.

Professional Services-Arbitrage Rebate

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on the Series of Benefit Special Assessment Bonds. The budgeted amount for the fiscal year is based on signed engagement letters for each Bond series at \$600 each.

Professional Services-Dissemination Agent

The District is required by the Securities and Exchange Commission to comply with rule 15c2-12(b)-(5), which relates additional reporting requirements for unrelated bond issues and is performed by Digital Assurance Company. The budgeted amount for the fiscal year is based on standard fees charged for this service.

EXPENDITURES

Budget Narrative
Fiscal Year 2019**Administrative** (continued)**Professional Services-Engineering**

The District's engineer, Boyd Civil Engineering, Inc., will be providing general engineering services to the District, i.e., attendance and preparation for monthly Board meetings, review of invoices, preparation of requisitions., etc.

Professional Services-Legal Services

The District's general counsel, Young, Van Assenderp & Qualls, P.A., retained by the District Board, is responsible for attending and preparing for Board meetings and rendering advice, counsel, recommendations, and representation as determined appropriate or as directed by the Board directly or as relayed by the manager.

Professional Services-Management Consulting Services

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark-Infrastructure Management Services. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement. No increase is expected for FY2019.

Contract: Inframark-Infrastructure Management Services

\$55,984

Professional Services-Property Appraiser

The Property Appraiser provides the District with a listing of the legal description of each property parcel within the District boundaries, and the names and addresses of the owners of such property. The District reimburses the Property Appraiser for necessary administrative costs incurred to provide this service. The fiscal year budget for property appraiser costs was based on a unit price per parcel. In prior years, this cost was included in Misc.-Assessment Collection Cost.

Professional Services-Special Assessment (Advisor)

The District will be billed annually for calculating and levying the annual operating and maintenance, and debt service assessments, as provided by Inframark-Infrastructure Management Services.

Professional Services-Trustee Fees

The District pays US Bank an annual fee for trustee services on the Series 2014 and Series 2015 Bonds. The budgeted amount for the fiscal year is based on previous year plus any out-of-pocket expenses.

Auditing Services

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on contracted fees per engagement letter with Berger, Toombs, Elam, Gaines & Frank.

Postage and Freight

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

Insurance-General Liability

The District's General Liability & Public Officials Liability Insurance policy is with Public Risks Insurance Agency. They specialize in providing insurance coverage to governmental agencies. The budgeted amount allows for a projected increase in the premium.

EXPENDITURES

Budget Narrative
Fiscal Year 2019**Administrative** (continued)**Printing and Binding**

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in the newspaper of general circulation.

Misc.-Record Storage

Storage usage for Districts record keeping.

Miscellaneous-Assessment Collection Costs

The District reimburses the Osceola Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The fiscal year budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.

Miscellaneous-Contingency

This includes monthly bank charges and any other miscellaneous expenses that may be incurred during the year.

Office Supplies

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

Annual District Filing Fee

The District is required to pay an annual fee of \$175 to the Department of Economic Opportunity Division of Community Development.

Field**Professional Services-Field Management****\$230,000**

Project Manager will provide onsite field operations management and supervisory services, including oversight of all District contractors providing services including landscape, hardscape, stormwater/ponds, etc. Field services provided for within this scope include community boat operations, facility and common area maintenance and irrigation.

Landscape Services**Contracts-Mulch****\$57,934**

Contract with Servello & Sons. Scope of work: Pine nugget bark mulch shall be installed one time a year between November 1st and January 31st at a minimum depth of 2 inches in all plant beds and tree rings. Landscape beds beneath natural pine stands shall be mulched with pine straw at a minimum depth of 2 inches. (Lake Shore Park, dog park swing and lay area, Green neighborhood play area and Rosewood swing). Includes contingency for additional Neighborhoods.

EXPENDITURES

Budget Narrative
Fiscal Year 2019**Landscape Services** (continued)**Contracts- Landscape****\$268,338**

Scheduled maintenance consists of mowing, edging, trimming, blowing, fertilizing, and applying pest and disease control chemicals to turf within the District. Includes contingency for additional Neighborhoods.

Contracts- Shrubs/Ground Cover Annual Service**\$150,420**

Contractor shall be responsible for installation of 1,600 annuals per quarter (6,400 annuals per year) for each of the four quarterly rotations in spring, summer, fall and winter at various plant beds located throughout the District. Includes contingency for additional Neighborhoods.

Contract (Servello & Sons) Turf	\$1,592.82 per month
Contract (Servello & Sons) Trees/Shrubs	\$6,360.86 per month
Contract (Servello & Sons) Arbor	\$3,624.29 per month
Contract (Servello & Sons) Annuals	\$960.00 per month

R&M-Irrigation**\$10,000**

Purchase of irrigation supplies. Unscheduled maintenance consists of major repairs and replacement of system components.

Unscheduled maintenance/repair of Weather Station	\$1,400
Unscheduled maintenance/repair of lines	\$3,000
Irrigation supplies	\$5,600

R&M-Trees Trimming Services (Canopy)**\$20,000**

Scheduled maintenance consists of canopy trimming for trees above the 10-foot height level, and consulting with a certified arborist.

Miscellaneous Services**\$27,474**

Unscheduled or one-time landscape maintenance expenses for other areas within the District that are not listed in any other budget category.

Utilities**Electricity-General****\$35,000**

Electricity for accounts with Orlando Utilities Commissions for the swim club, parks, and irrigation. Fees are based on historical costs for metered use.

Electricity-Streetlighting**\$90,000**

Orlando Utilities Company charges electricity usage (maintenance fee). The budget is based on historical costs.

Utility-Water & Sewer**\$130,000**

The District currently has utility accounts with Toho Water Authority. Usage consists of water, sewer and reclaimed water services.

EXPENDITURES

Budget Narrative
Fiscal Year 2019**Utilities (continued)****Lease-Street Lights****\$123,000**

Contract to lease (investment fees) light-poles and fixtures for all street lighting within the District, as per agreement with the Orlando Utilities Commission.

Cap-Outlay-Street Lights**\$403,651**

This line item is for future buy out of the streetlights contracts obligation of the District. And repair/replacement of existing, as necessary.

Operation & Maintenance**Communication-Telephone****\$3,720**

Telephone expenses for the dockmaster and assistant.

Utility-Refuse Removal**\$3,720**

Scheduled maintenance consists of trash disposal. Unscheduled maintenance consists of replacement or repair of dumpster.

R&M-Ponds**\$12,500**

Scheduled maintenance and treatment of nuisance aquatic species, including pond consultant, as necessary.

R&M-Pools**\$15,000**

This includes pool any repairs and maintenance for the Swim Club Ashley Park pools and Lakeshore Park Splash Pad that may be incurred during the year by the District, including repair and replacement of pool furniture, shades, safety equipment, etc. Various pool licenses and permits required for the pools are based on historical expenses.

Repair /replace	\$7,500
Supplies	\$6,425
Licenses	\$1,075

R&M-Roads and Alleyways**\$10,000**

This line item is to resurfacing the alleys of the District.

R&M-Sidewalks**\$5,000**

Unscheduled maintenance consists of grinding uneven areas and replacement of concrete sidewalk areas, replacement of broken sidewalk, and pressure washing.

R&M-Vehicles**\$15,000**

Supplies such as tires and parts, maintenance and equipment needed for various vehicles.

Vehicles, tires and parts	\$5,000
Repairs and maintenance	\$9,500
Miscellaneous	\$500

EXPENDITURES**Operation & Maintenance** (continued)

Budget Narrative
Fiscal Year 2019**R&M-Equipment Boats** **\$7,500**

Supplies such as generators and large tools, maintenance and equipment needed for the boats.

Boat tools and generator	\$4,000
Repairs and maintenance	\$3,000
Miscellaneous	\$500

R&M-Parks and Facilities **\$30,000**

Maintenance or repairs to the basketball courts and athletic fields, cleaning of basketball court, dog parks and all miscellaneous park areas. Also includes, cleaning, daily maintenance and rest room supplies.

Lakeshore Park	\$7,500
Dog Parks	\$2,000
Park Areas	\$7,500
Facilities	\$13,000

Miscellaneous Services **\$2,400**

Draining service for holding tank of District's office trailer.

Miscellaneous Contingency **\$5,000**

The fiscal year contingency represents the potential excess of unscheduled maintenance expenses not included in budget categories or not anticipated in specific line items.

Miscellaneous-Security Enhancement **\$5,000**

Represents costs for network service and update and improve security within the District. (Gates and pool camera's etc.). cost for purchasing/producing access cards, supplies and special ink cartridges for printer. Unscheduled maintenance; includes repair or replacement of damaged cameras and any required upgrades.

OP Supplies – Fuel, Oil **\$2,750**

Represents usage of fuel.

Cap Outlay - Vehicles **\$15,000**

Represents cost to replace mule.

Budget Narrative
Fiscal Year 2019**REVENUES****Interest-Investments**

The District earns interest income on its trust accounts with US Bank.

Special Assessments-Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the debt service expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES**Administrative****Miscellaneous-Assessment Collection Cost**

The District reimburses the Osceola Tax Collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The fiscal year budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.

Principal Debt Retirement

The District pays regular principal payments annually in order to pay down/retire the debt service.

Interest Expense

The District pays interest expense on the debt service bonds twice a year.

Harmony

Community Development District

Supporting Budget Schedules

Fiscal Year 2019

HARMONY

Community Development District

Summary of Assessment Rates

Neighborhood	Lot Type	Lot Width	O & M			2014 Debt Service			2015 Debt Service			Total			Units	Acres
			FY 2019	FY 2018	% Change (Decrease)/ Increase	FY 2019	FY 2018	% Change (Decrease)/ Increase	FY 2019	FY 2018	% Change (Decrease)/ Increase	FY 2019	FY 2018	% Change (Decrease)/ Increase		
A-1 B	MF	n/a	\$ 486.66	\$ 486.65	0.00%	\$ 605.71	\$ 605.71	0.00%	\$ -	\$ -	N/A	\$ 1,092.37	\$ 1,092.36	0.00%	186	19.77
	SF	80	\$ 1,538.40	\$ 1,538.44	0.00%	\$ 1,914.87	\$ 1,914.87	0.00%	\$ -	\$ -	N/A	\$ 3,463.36	\$ 3,463.31	0.00%	9	23.58
	SF	65	\$ 1,230.02	\$ 1,249.89	0.00%	\$ 1,555.63	\$ 1,555.63	0.00%	\$ -	\$ -	N/A	\$ 2,805.65	\$ 2,805.62	0.00%	25	
	SF	52	\$ 1,000.02	\$ 999.89	0.00%	\$ 1,244.66	\$ 1,244.66	0.00%	\$ -	\$ -	N/A	\$ 2,244.66	\$ 2,244.65	0.00%	35	
	SF	42	\$ 807.71	\$ 807.68	0.00%	\$ 1,005.31	\$ 1,005.31	0.00%	\$ -	\$ -	N/A	\$ 1,813.02	\$ 1,812.99	0.00%	22	
C-1	SF	35	\$ 673.09	\$ 673.07	0.00%	\$ 837.75	\$ 837.75	0.00%	\$ -	\$ -	N/A	\$ 1,510.84	\$ 1,510.82	0.00%	15	
	SF	80	\$ 1,513.21	\$ 1,513.17	0.00%	\$ 1,883.40	\$ 1,883.40	0.00%	\$ -	\$ -	N/A	\$ 3,396.61	\$ 3,396.57	0.00%	10	25.52
	SF	65	\$ 1,229.49	\$ 1,229.45	0.00%	\$ 1,530.26	\$ 1,530.26	0.00%	\$ -	\$ -	N/A	\$ 2,759.75	\$ 2,759.70	0.00%	30	
	SF	52	\$ 983.59	\$ 983.56	0.00%	\$ 1,224.21	\$ 1,224.21	0.00%	\$ -	\$ -	N/A	\$ 2,207.77	\$ 2,207.77	0.00%	35	
	SF	42	\$ 794.44	\$ 794.41	0.00%	\$ 988.78	\$ 988.78	0.00%	\$ -	\$ -	N/A	\$ 1,783.22	\$ 1,783.19	0.00%	30	
C-2	SF	35	\$ 662.03	\$ 662.01	0.00%	\$ 823.98	\$ 823.98	0.00%	\$ -	\$ -	N/A	\$ 1,486.01	\$ 1,485.99	0.00%	12	
	SF	80	\$ 1,573.53	\$ 1,573.48	0.00%	\$ 1,958.47	\$ 1,958.47	0.00%	\$ -	\$ -	N/A	\$ 3,532.00	\$ 3,531.95	0.00%	4	17.54
	SF	65	\$ 1,278.49	\$ 1,278.45	0.00%	\$ 1,591.26	\$ 1,591.26	0.00%	\$ -	\$ -	N/A	\$ 2,868.75	\$ 2,868.71	0.00%	14	
	SF	52	\$ 1,022.79	\$ 1,022.76	0.00%	\$ 1,273.01	\$ 1,273.01	0.00%	\$ -	\$ -	N/A	\$ 2,295.80	\$ 2,295.77	0.00%	13	
	SF	42	\$ 826.10	\$ 826.08	0.00%	\$ 1,028.20	\$ 1,028.20	0.00%	\$ -	\$ -	N/A	\$ 1,854.30	\$ 1,854.28	0.00%	31	
D-1	SF	35	\$ 688.42	\$ 688.40	0.00%	\$ 856.83	\$ 856.83	0.00%	\$ -	\$ -	N/A	\$ 1,545.25	\$ 1,545.23	0.00%	25	
	SF	80	\$ 1,625.68	\$ 1,625.63	0.00%	\$ 2,023.39	\$ 2,023.39	0.00%	\$ -	\$ -	N/A	\$ 3,649.07	\$ 3,649.02	0.00%	9	10.35
	SF	65	\$ 1,320.87	\$ 1,320.83	0.00%	\$ 1,644.00	\$ 1,644.00	0.00%	\$ -	\$ -	N/A	\$ 2,964.87	\$ 2,964.83	0.00%	20	
	SF	52	\$ 1,056.69	\$ 1,056.66	0.00%	\$ 1,315.20	\$ 1,315.20	0.00%	\$ -	\$ -	N/A	\$ 2,371.89	\$ 2,371.86	0.00%	6	
	SF	n/a	\$ 965.67	\$ 965.64	0.00%	\$ 1,201.91	\$ 1,201.91	0.00%	\$ -	\$ -	N/A	\$ 2,167.58	\$ 2,167.55	0.00%	11	2.32
D-2 E	SF	n/a	\$ 2,576.59	\$ 2,576.51	0.00%	\$ 3,206.92	\$ 3,206.92	0.00%	\$ -	\$ -	N/A	\$ 5,783.51	\$ 5,783.43	0.00%	51	28.70
	SF	52	\$ 1,163.16	\$ 1,163.12	0.00%	\$ 1,447.71	\$ 1,447.71	0.00%	\$ -	\$ -	N/A	\$ 2,610.87	\$ 2,610.83	0.00%	62	39.86
	SF	42	\$ 939.47	\$ 939.44	0.00%	\$ 1,169.30	\$ 1,169.30	0.00%	\$ -	\$ -	N/A	\$ 2,108.77	\$ 2,108.74	0.00%	85	
	SF	35	\$ 782.89	\$ 782.87	0.00%	\$ 974.41	\$ 974.41	0.00%	\$ -	\$ -	N/A	\$ 1,757.30	\$ 1,757.28	0.00%	39	20.34
	SF	35	\$ 875.04	\$ 875.01	0.00%	\$ 1,073.54	\$ 1,073.54	0.00%	\$ -	\$ -	N/A	\$ 1,948.58	\$ 1,948.55	0.00%	39	
H-1	SF	40	\$ 1,000.04	\$ 1,000.01	0.00%	\$ 1,288.25	\$ 1,288.25	0.00%	\$ -	\$ -	N/A	\$ 2,298.29	\$ 2,298.26	0.00%	14	
	SF	50	\$ 1,250.05	\$ 1,250.01	0.00%	\$ 1,594.98	\$ 1,594.98	0.00%	\$ -	\$ -	N/A	\$ 2,845.03	\$ 2,844.99	0.00%	13	
	SF	25	\$ 623.03	\$ 623.01	0.00%	\$ 766.82	\$ 766.82	0.00%	\$ -	\$ -	N/A	\$ 1,381.65	\$ 1,381.62	0.00%	46	45.56
	SF	50	\$ 1,271.96	\$ 1,271.92	0.00%	\$ 1,592.89	\$ 1,592.89	0.00%	\$ -	\$ -	N/A	\$ 2,864.85	\$ 2,864.81	0.00%	164	188.20
	SF	40	\$ 1,276.36	\$ 1,276.33	0.00%	\$ -	\$ -	N/A	\$ 1,534.73	\$ 1,534.73	0.00%	\$ 2,811.09	\$ 2,811.06	0.00%	186	
H-2/F/A-2M I/J/K/L/O	SF	50	\$ 1,595.45	\$ 1,595.41	0.00%	\$ -	\$ -	N/A	\$ 1,918.41	\$ 1,918.41	0.00%	\$ 3,513.86	\$ 3,513.82	0.00%	220	
	SF	60	\$ 1,914.55	\$ 1,914.49	0.00%	\$ -	\$ -	N/A	\$ 2,302.10	\$ 2,302.10	0.00%	\$ 4,216.65	\$ 4,216.59	0.00%	71	
	SF	50	\$ 1,282.01	\$ 1,281.97	0.00%	\$ -	\$ -	N/A	\$ 1,541.52	\$ 1,541.52	0.00%	\$ 2,823.53	\$ 2,823.49	0.00%		
	Office		\$ -	\$ -	N/A	\$ -	\$ -	N/A	\$ 52,624.28	\$ 52,624.28	0.00%	\$ 52,624.28	\$ 52,624.28	0.00%		0.28
	GC		\$ -	\$ -	N/A	\$ -	\$ -	N/A	\$ 5,505.44	\$ 5,505.44	0.00%	\$ 10,084.05	\$ 10,083.91	0.00%		7.58
Office GC Comm TC/M* TC	Office		\$ 4,578.61	\$ 4,578.47	0.00%	\$ -	\$ -	N/A	\$ 1,587.14	\$ 1,587.14	-22.19%	\$ 2,554.87	\$ 2,507.06	-12.11%	35	10.09
	TC		\$ 1,319.95	\$ 1,319.91	0.00%	\$ -	\$ -	N/A	\$ 5,505.44	\$ 5,505.44	-22.19%	\$ 10,084.05	\$ 10,083.91	0.00%		12.45
	TC 1 and TC 2		\$ 4,578.61	\$ 4,578.47	0.00%	\$ -	\$ -	N/A	\$ 5,505.44	\$ 5,505.44	-22.19%	\$ 10,084.05	\$ 10,083.91	0.00%		7.43
	TC 3 and TC 4		\$ 4,578.61	\$ 4,578.47	0.00%	\$ -	\$ -	N/A	\$ 4,283.68	\$ 4,283.68	-22.19%	\$ 8,862.29	\$ 8,862.29	-12.11%		429.87
	TC*		\$ -	\$ -	0.00%	\$ -	\$ -	N/A	\$ -	\$ -	-22.19%	\$ -	\$ -	-12.11%	1567	

*ADS has been reduced as a result of true-up payment remitted on Oct 3, 2017

7Ciii.

7Ciii.a

April 19, 2018

Mr. Daniel Finz:
Harmony CDD
313 Campus St.
Celebration, FL 34747

Re: Feasibility Study and Market Analysis for Harmony CDD, Tract G-A, parcel # 30-26-32-2989-0001-0GA0

Dear Mr. Finz:

As requested by Inframark, we are pleased to provide the following Scope of Services and Fee Proposal (Exhibit A) for a feasibility study and market analysis for development of the subject property for a community center for the Harmony CDD.

The data gathered through our research will be summarized in a report to the CDD board, with supporting exhibits and drawings, as described further in the Scope of Services. We anticipate being able to complete the study within 60 days after receiving a signed copy of this letter.

Our professional fees for this assignment will be billed at on a monthly, percent complete basis. Fees will be lump sum, unless additional services are requested on an hourly basis. Project-related expenses will be billed in addition to professional fees.

Our invoices are due and payable within thirty (30) days from the date of the invoice. In the event we do not receive full payment of the amount billed within thirty days, the invoice shall be considered past due and work on this assignment may cease until such time that our invoices are paid in full. Past due invoices are subject to a rebilling charge of 1.5% per month. In order to maintain our independence, we reserve the right to withhold all drafts, documentation or final reports until all accounts are current. In order to commence work on this project, we request a retainer of \$2,500.00.

If unusual matters come to our attention that warrant additional work and professional fees, we will discuss the matter with you so that a mutually acceptable revision in our estimated fees may be made. Proposals for additional services indicating scope of work, time and fee schedule will be submitted upon request.

Should you request us to terminate this assignment during the progress of our work, billings will be rendered up to the date of our receipt of a written request for such abandonment and shall immediately become due and payable. In the event of any dispute relative to this proposal-agreement, the prevailing party shall be entitled to the reimbursement of attorney's fees and related costs.

If this Scope of Services and the terms of this proposal-agreement are acceptable to you, please indicate your acceptance by signature at the space provided below and return one executed copy for our files. The time and fee schedule discussed in this



proposal-agreement shall remain valid for a thirty-day period from the date of this proposal.

We appreciate the opportunity to present this letter to you and look forward to working with you on this assignment. Please feel free to contact me if you have any questions.

Very truly yours,

NAI Realvest

A handwritten signature in blue ink, reading "Jon D. Walls".

Jon D. Walls, RLA
Sales Associate/Development Services Director

Encl: Exhibit A:
Scope of Services and Fee Proposal

AGREED AND ACCEPTED

By: _____

Date: _____

**EXHIBIT A – SCOPE OF SERVICES & FEE PROPOSAL
Harmony CDD Feasibility Study and Market Analysis**

1.0 PROJECT DESCRIPTION

The project is generally described as follows: **Realvest Consulting Services (the “Consultant”) shall provide services associated with the feasibility of developing a Community Center on a parcel of land known as Tract G-A, parcel # 30-26-32-2989-0001-0GA0, located in the Harmony CDD, in Osceola County, Florida, (the Project). Consultant’s services will be in behalf of the Harmony CDD (the “Client”).**

2.0 BASIS OF SCOPE

2.1 Background/Assumptions:

- Client has limited or no land available in which a building could be constructed on within the existing land owned by the CDD. Therefore, the Board of Supervisors have considered buying a parcel of land, specifically on Tract G-A, parcel # 30-26-32-2989-0001-0GA0, by the middle school.
- There is currently no budget established for the project’s cost. The Harmony CDD Board is in need of determining the market value of the subject parcel a rough estimate of which a Community Center can be built on that land, including permits required for construction.
- The Board has not decided on a building program at this stage. A program will be required, stating the amount of square footage suggested by the Consultant for each of the proposed building uses.
- Development of the project is subject to applicable Harmony CDD development regulations.

2.2 Information Provided by Client:

Client shall provide the following, if available, to Consultant in order to provide the work products stated herein:

- Harmony CDD Design Standards and CCR’s (Conditions, Covenants and Restrictions)
- Boundary Survey
- Infrastructure Plans for Utilities, Streets and Stormwater Systems
- Access to Property

3.0 SCOPE OF BASIC SERVICES AND FEE

3.1 FEASIBILITY STUDY

- 3.1.1 Site Analysis:** Consultant will evaluate the site by making a site visit and examining available documents to determine the physical environment and suitability for the proposed use.
- 3.1.2 Infrastructure Analysis:** Existing infrastructure such as potable water, sanitary sewer, stormwater requirements will be generally assessed if information is readily available. No water or sewer calculations or detailed studies will be provided. No drainage calculations will be provided, however, a rough estimate of land required for stormwater retention facilities will be provided.
- 3.1.3 Entitlement Analysis:** Consultant shall research the property entitlements, including the applicable future land use and zoning as applied by Osceola County and/or the Harmony CDD. Consultant will also research the applicable site and building design standards as required by the CDD. Consultant shall make a list of required permits and approvals necessary to develop the project.
- 3.1.4 Feasibility Report:** Upon completion of the site and infrastructure analysis, along with the entitlement analysis, Consultant shall include the findings in the Feasibility Report. Report shall be in narrative text form and include copies of any available maps such as future land use, zoning, and utilities, if available.

Feasibility Study Fee: Lump Sum: \$3,500.00

3.2 MARKET ANALYSIS

- 3.2.1 Broker Opinion of Value (BOV):** Consultant shall conduct a search of similar size parcels of land to determine an estimated value of land on an acreage and square foot basis. These market "Comps" shall be presented in report form including a cover page and list of similar properties that have closed or are on the market in the East Osceola County region. Market value shall not include the value of the site in full build-out condition. Value shall be based upon the raw land only.

The BOV will not include a financial analysis of the viability or profitability of the operation of the facility once it is built.

Market Analysis Fee: Lump Sum: \$2,500.00

3.3 ARCHITECTURAL PROGRAMMING

In order to determine the size and type of building that could be built on the property, the Consultant shall include the services of an architectural sub-consultant Nasrallah Architects (the "Architect"), to provide the below services:

- 3.3.1 Building Program:** Architect shall determine a conceptual program for community center to include the general amount of space to be allocated for each use such as assembly area, kitchen, administration area, and restrooms.
- 3.3.2 Functional Use Diagram:** Architect shall provide a building functional use diagram to illustrate the uses noted above.
- 3.3.3 Conceptual Cost Estimate:** Architect shall provide an opinion of probable cost for the building and site development. This opinion shall not be require a detailed quantity take off, instead, only a general cost per square foot shall be provided.
- 3.3.4 Conceptual Site Plan:** Architect shall prepare a conceptual site plan showing building envelope, parking, stormwater retention area and access drive(s). A parking layout and number of parking spaces will be provided. No detailed stormwater analysis, utility analysis, or civil engineering is included. No landscape design or renderings are included.

Architectural Programming Fee: Lump Sum: \$6,000.00

3.4 MEETINGS/PRESENTATIONS

- 3.4.1 Client Meetings:** Consultant shall be present for up to three (3) meetings/presentations to Client during the process. Additional meetings/presentations will be billed on an hourly basis.
- 3.4.2 Osceola County Meeting:** Consultant shall arrange for and attend one meeting with Osceola County staff to confirm project requirements for county approval.

Meetings/Presentations: Lump Sum: \$2,250.00

FEE SUMMARY

TASK NUMBER	TASK	LUMP SUM FEE
Task 3.1	Feasibility Study	\$3,500.00
Task 3.2	Market Analysis	\$2,500.00
Task 3.3	Architectural Programming	\$6,000.00
Task 3.4	Meetings/Presentations	\$2,250.00
	Total	\$14,250.00

7Ciii.b

March 1, 2018

LETTER OF AGREEMENT BETWEEN

Mr. Bob Koncar
District Manager, Harmony CDD
313 Campus St.
Celebration, FL 34747

Hereinafter referred to as the OWNER or CLIENT

AND

Canin Associates, Inc.
Urban Planning, Landscape Architecture, Architecture
500 Delaney Avenue, Suite 404
Orlando, Florida 32801

Hereinafter referred to as the CONSULTANT or CA

Re: Proposal for a Feasibility Study for a Community Amenity Center at Harmony, Florida
CA Job No. 218-009-10

Dear Bob,

We are pleased to provide you with this proposal for a feasibility study for a community amenity center in Harmony, Florida. The purpose of this study is to determine if tract G-A is physically and financially suitable for a community amenity center and the size and type of facility that would be appropriate.

PROJECT UNDERSTANDING

It is our understanding that you would like CA to develop a program and a conceptual site plan for a community amenity center on tract G-A in Harmony. We also understand that you would like preliminary cost estimates for such a facility.

A. SCOPE OF SERVICES

Prior to developing the conceptual site plan, CA will meet with the CLIENT in person or via web meeting to discuss the desired development program for the site and the associated buildings. This program could include any or all of the following items: meeting rooms, open spaces, a pool complex, and a fitness center.

Once a program is determined in consultation with you and your Board, CA will utilize the Osceola County Tax Assessor's data to develop one (1) conceptual site plan for tract G-A. This site plan will lay out the elements that were predetermined during the program discussion. Upon receiving direction from the CLIENT, CA will develop a preliminary project cost.

B. FEES AND REIMBURSABLE EXPENSES

CA will complete the work outlined above for a fixed professional fee of \$9,600, including reimbursable expenses. This includes one (1) meeting with the client prior to the development of the conceptual site plan. Any additional meeting(s) will be conducted on an hourly basis in accordance with our current personnel rates (Please refer to Attachment "A" – Hourly Rate Schedule 2018).

C. RETAINER

An initial payment of \$3,000 shall be made upon execution of this agreement. This retainer will be applied to the CLIENT's final invoice.

D. ACCEPTANCE

This proposal will be valid for 30 days from the date of this Letter of Agreement. If this proposal meets with your approval, please sign and date below and return an executed copy of the document. We will consider this our legal contract.

Signature below indicates that the CLIENT has read, understood and accepted Attachment "A" - Hourly Rate Schedule 2018 and Attachment "B" - General Terms and Conditions as part of this agreement.

Thank you again for your consideration of our proposal. We look forward to working with you.

CANIN ASSOCIATES, INC.

By: Brian C. Canin
Brian C. Canin, ALA, FAICP, CNU-A
President

HARMONY CDD

By: _____
Bob Koncar,
District Manager

Date: March 1, 2018

Date: _____

BCC/kj/vdp

ATTACHMENT "A"

HOURLY RATE SCHEDULE 2018
(Subject to Adjustment Annually)

President	\$230.00/Hour
Principal	\$180.00/Hour
Senior Transportation Specialist	\$140.00/Hour
Senior Associate	\$130.00/Hour
Associate	\$115.00/Hour
Project Manager	\$130.00/Hour
Senior Designer / Planner	\$110.00/Hour
Designer / Planner	\$95.00/Hour
Graphics Support	\$85.00/Hour
CAD	\$70.00/Hour
Administrative Support	\$65.00/Hour

ATTACHMENT "B"

GENERAL TERMS AND CONDITIONS

A. FEES AND REIMBURSABLE EXPENSES

Invoices more than ninety (90) days past due will be considered delinquent. A service charge will be added to delinquent accounts at the rate of one and one-half percent (1.5%) per month, of the outstanding amount.

In the event any invoice or any portion thereof remains unpaid for more than sixty (60) days following the invoice date, CA will stop work on the project until payments are current. No final plans will be released until payment in full has been made on all past due invoices. CA may also initiate legal proceedings to collect the past due balances and recover, in addition to all amounts due and payable, including accrued interest, its reasonable attorneys' fees and other expenses related to the proceeding. Such expenses shall include, but shall not be limited to, the cost, determined at CA's normal hourly billing rates, of the time devoted to such proceeding by its employees.

Hourly personnel rates will be adjusted annually based on changes in our personnel and their compensation.

B. ADDITIONAL SERVICES

Work in the nature of "extra work" or any changes in the character or the scope of work beyond the contract terms specified herein, will be agreed upon and identified prior to the initiation of the additional service task.

Any meetings, special studies, surveys, work, testimony or revisions resulting from initial submissions to the various Agencies will be handled on an hourly basis as "extra work" after receiving the CLIENT'S approval.

Any additional effort after submission for regulatory approval, to revise plans, to achieve sufficiency, conduct public surveys, obtain petitions or other activities necessary to generate public support for the proposed project, will be handled as "extra work" on an hourly basis.

For such additional services, as may be required beyond the scope outlined, CA will be compensated on the basis of the hourly rates outlined in the Attachment "A" plus reimbursable out-of-pocket expenses.

C. GENERAL CONDITIONS

While CA shall endeavor to provide the highest quality of services, CA cannot guarantee the actions, decisions or timeliness of government officials and agencies in connection with their review and approval of plans and specifications submitted for permit.

CA will endeavor to design in compliance with laws, codes, and ordinances in effect at the time of the signing of the agreement or work order.

Items to be furnished by the CLIENT and not included in CA's fees include all survey information, soils information, engineering, traffic engineering, biological survey, monitoring, legal support, architectural studies and market input as required to complete our planning activities. CA will rely upon the accuracy and completeness of all CLIENT and consultant supplied data, information and reports.

The design documents developed by CA under this Contract and any future agreement or work order shall remain the property of CA whether the project is completed or terminated at any stage. These design documents shall not be reused on other projects without CAs prior written permission. CA retains all rights, including copyrights, in all designs, plans and specifications prepared by or on behalf of CA.

ATTACHMENT "B"
GENERAL TERMS AND CONDITIONS

CA grants CLIENT a nonexclusive license to use the design documents as described in this agreement or any subsequent agreement or work order, conditioned upon CLIENT making payments to CA in accordance with the terms of this agreement and any future agreement or work order. CA reserves the right to use reproductions of the designed items for its own promotional interests. Reproducible copies of these documents shall be made available to the CLIENT for its use at any point during the project at its cost.

CA will not be responsible for job site safety, nor will CA be responsible for the appropriateness of the construction means, methods or installation procedures undertaken by any contractor.

CA will not be responsible for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form on the project site including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.

The original documents developed by CA under this agreement shall remain the property of the CA whether the project is completed or terminated. These documents shall not be reused on other projects without CA's written permission. CA retains all rights, including copyrights, in its documents. CA grants CLIENT a nonexclusive license to use the documents as described in this Agreement, provided CLIENT performs in accordance with the terms of this Agreement. We reserve the right to use reproductions of the designed items for our own promotional interests. Reproducible copies of these documents shall be made available to the CLIENT for his use at any point during the project at his cost.

The CLIENT shall at all times indemnify and save harmless CA and its officers, agents and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, except when caused solely by negligent acts or omissions by CA.

Either party may terminate this contract without cause upon providing seven (7) days written notice to the other party. In the event of termination, CA will be reimbursed for all fees and expenses incurred to-date by CA and our consultants. Upon not less than seven (7) days written notice, CA may suspend the performance of its services if CLIENT fails to pay CA in full for services rendered or expenses incurred. CA shall have no liability because of such suspension of services or termination due to CLIENT'S nonpayment.

The CLIENT agrees not to solicit and/or hire CA employees to work for the CLIENT or work independently on the CLIENT's projects.

7Civ.

Harmony CDD
Pond Fountains
Budgetary and Operating Cost

Kristen Suit
District Manager
Harmony CDD
313 Campus Street
Celebration, FL 34747

Attached find the requested budgetary information for the 5hp / 7.5hp / 10hp AerationJet Series, but also the similar TwoTier Series.

The TwoTier costs much less due to the fact that all water is originating from one central display nozzle: unlike the AerationJet which has (7) individual nozzles, each requiring a LED light.

The pricing information have been provided on Vertex's Estimate Sheet format.

The estimated monthly operating electric cost - based on fountain running from 9am - 11pm as follows:

5hp - \$170mo
7.5hp - \$270mo
10hp - \$340mo

ESTIMATE

ESTIMATE #	DATE
DH2733	6/13/18

SOLD TO	
Company:	Inframark - Harmony CDD
Contact:	Ariel Medina
Address:	313 Campus Street Kissimmee, FL 34747
Phone:	(281) 831-0139
Cell:	
Email:	ariel.medina@inframark.com

SHIP TO	
Company:	Inframark - Harmony CDD
Contact:	Ariel Medina
Address:	7251 Five Oaks Drive Harmony, FL
Phone:	(281) 831-0139
Cell:	
Email:	ariel.medina@inframark.com

VERTEX REPRESENTATIVE	PROJECT/JOB NAME	PAYMENT TERMS
Dave Hirshburg	Harmony CDD / Misc sites	NET30

PART #	PRODUCT DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
	ALL BELOW INCLUDES: FOUNTAIN, CONTROL PANEL, LED LIGHTING AND			
	100' OF SUBMERSIBLE PUMP AND LIGHTING CABLE. 230VOLT 1 PHASE.			
	MISC. AERATIONJET SERIES:			
Aer5-230-1-8-100	5hp AerationJet, equipped with (8) LED lights.	1	23,000.00	
Aer75-230-1-8-100	7.5hp AerationJet, equipped with (8) LED lights.	1	26,000.00	
Aer10-230-1-9-100	10hp AerationJet, equipped with (9) LED lights.	1	26,900.00	
	MISC. TWOTIER SERIES:			
Two5-230-1-3-100	5hp TwoTier, equipped with (3) LED lights.	1	7950.00	
Two75-230-1-4-100	7.5hp TwoTier, equipped with (4) LED lights.	1	12,600.00	
Two10-230-1-4-100	10hp TwoTier, equipped with (4) LED lights.	1	16,895.00	
SCOPE OF WORK: Per pertinent NEC codes, customer's licensed electrical contractor shall be responsible for all on shore electrical work, including / but not limited to: permitting, installation of Vertex supplied control panels, trenching & conduit. Upon completion of all shore electrical work, Vertex to provide delivery & installation of fountain(s) into pond, anchor in place and bring submersible power cable from fountain to control panel (through customer provided electrical conduit). Upon startup, Vertex to make any necessary display adjustments and set timeclocks to desired hours of operation. WARRANTY: FOUNTAIN Seller warrants fountain to be free from defects and workmanship for a period of 4 years from receipt, lighting system 2 years and controls 1 year. Liability limited solely to replacement or repair of product and not any loss, damages or expenses directly or indirectly arising in connection with the purchase or use of the product. 1 year labor warranty. Warranty determination of defective parts shall be responsibility of the Seller. If inspection indicates failure due to lack of required maintenance (as outlined in Operation & Maintenance manual), alteration of original equipment, failure to maintain proper voltage or incorrect installation, warranty shall be void. Standard Vertex systems are not suitable for salt/brackish water applications.				Subtotal:
				Sales Tax: not included
				Crating: N / A
				Freight: N / A
				Total:
				Deposit:
				Balance:

APPROVAL

Date: _____

Print Name: _____ Signature: _____



TWO TIER™

FLOATING FOUNTAINS



The wide spreading display of the TwoTier series creates a broad feature that will beautifully fill any lake scene. The all brass display head produces heavier floral sidejets that arch up and out, making it a highly visible pattern in both daylight and when lit at night.

Powered by a UL listed heavy-duty submersible turbine pump, the TwoTier standard equipment includes a complete UL listed control panel.

All fountain components are fully waterproof and made of the finest corrosion resistant materials to provide years of dependability and high performance.

FEATURES AND BENEFITS

PUMPS/MOTORS

- High performance turbine pump/motor assembly
- Stainless steel construction
- Water cooled; no oils, seals or o-rings to replace
- 4 year warranty

NOZZLES

- Precision machined brass/bronze nozzles

SUBMERSIBLE LIGHT FIXTURES

- Energy efficient LED
- Dramatically lower operating costs
- Expected life of over 10 years
- Cast bronze/stainless steel housing
- 2 year warranty

CONTROL PANEL

- UL listed per National Electrical Code
- Weatherproof steel enclosures

CABLES

- STWA rated
- 4 year warranty

FLOTATION

- Rotocast polypropylene construction
- UV inhibitors for long life
- Individual leveling compartments for exact adjustments
- 4 year warranty

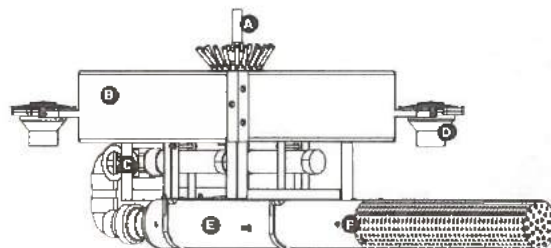
CORROSION RESISTANT

- Cast brass/bronze nozzles
- Polypropylene float
- Stainless steel frame and fastenings
- Bronze/stainless steel lights

BENEFITS TO LAKE

- Aesthetics – beautifies waterway
- Increases property value and quality of community
- Adds a focal point to any community
- Assists in aeration of lake system, aiding in fish dynamics
- Through agitation, prevents aggregation of planktonic algae on the surface and helps in reduction of mosquito larvae

TWO TIER™ FLOATING FOUNTAIN



A	PRECISION MACHINED BRASS/BRONZE DISPLAY NOZZLES
B	POLYPROPYLENE FLOTATION ASSEMBLY
C	WELDED STAINLESS STEEL FRAMEWORK

D	CAST BRONZE/BRASS LIGHT FIXTURES
E	TURBINE PUMP MOTOR ASSEMBLY
F	STAINLESS STEEL INTAKE SCREEN

Due to the electric equipment involved, floating fountains are not designed for waterways where swimming or water sports are permitted. Specifications recorded during calm wind conditions. Install all electrical equipment in accordance with Article 682 of the National Electrical Code and all local codes. Vertex Water Features reserves the right to improve and change our designs and/or specifications of our fountains without notice or obligation.

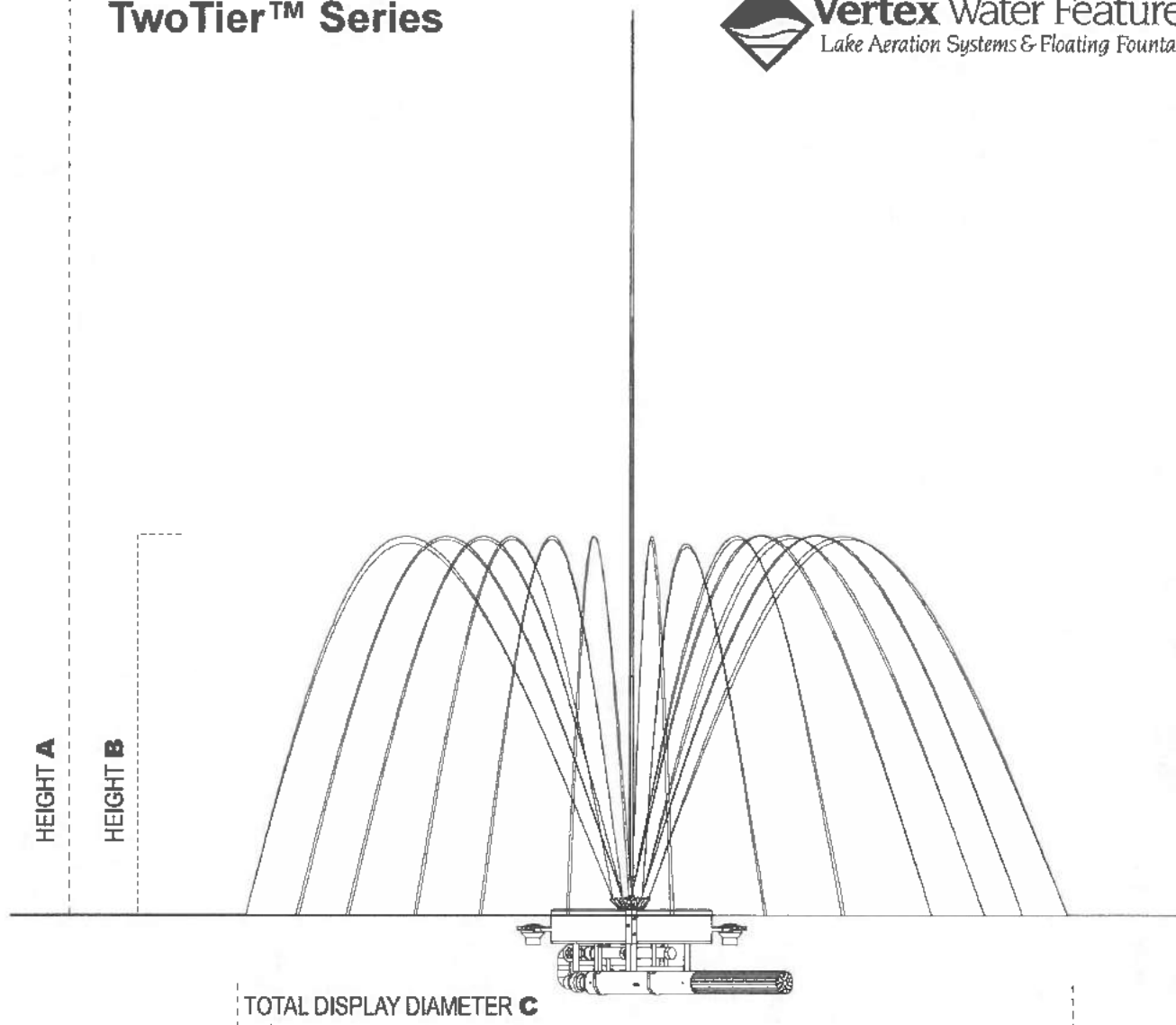
DISPLAY SPECIFICATIONS

HP	Center HT	# Side HT	# Side Jets	Diameter	1 Phase (V)	3 Phase (V)
2	18"	8"	20	20"	230	208 230 480
3	23"	10"	20	25"	230	208 230 480
5	28"	12"	20	30"	230	208 230 480
7.5	37"	15"	20	30"	230	208 230 480
10	35"	17"	20	40"	230	208 230 480
15	42"	20"	20	40"	230	208 230 480

PUMP AMPERAGE

HP	230V-1P	230V-3P
2	14	8
3	17	10
5	28	17
7.5	42	25
10	51	32
15	72	47

TwoTier™ Series



CHECK EITHER WITH OR WITHOUT LIGHTS

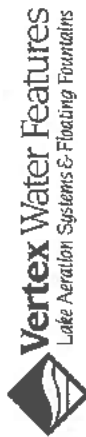
Fountain Only																		
With LED Lights							✓			✓			✓					
Motor HP	2	2	2	3	3	3	5	5	5	7.5	7.5	7.5	10	10	10	15	15	15
Volts	230	230	208	230	230	208	230	230	208	230	230	208	230	230	208	230	230	208
Phase	1	3	3	1	3	3	1	3	3	1	3	3	1	3	3	1	3	3
AMP	14	8	9	17	10	13	28	17	21	42	25	28	51	32	37	72	47	54
HT. A	18'	18'	18'	23'	23'	23'	26'	26'	26'	30'	30'	30'	35'	35'	35'	40'	40'	40'
HT. B	8'	8'	8'	10'	10'	10'	12'	12'	12'	15'	15'	15'	17'	17'	17'	20'	20'	20'
Dia. C	20'	20'	20'	25'	25'	25'	30'	30'	30'	35'	35'	35'	40'	40'	40'	45'	45'	45'
43W LED Lights	2	2	2	2	2	2	3	3	3	4	4	4	4	4	4	5	5	5
Total Watts	86	86	86	86	86	86	129	129	129	172	172	172	172	172	172	215	215	215
AMP Draw	0.8	0.8	0.8	0.8	0.8	0.8	1.1	1.1	1.1	1.5	1.5	1.5	1.5	1.5	1.5	1.8	1.8	1.8

Notes:

1. Drawings are for illustration only and are not to scale
2. Installation of all fountain equipment shall be in accordance with manufacturers guidelines and specifications

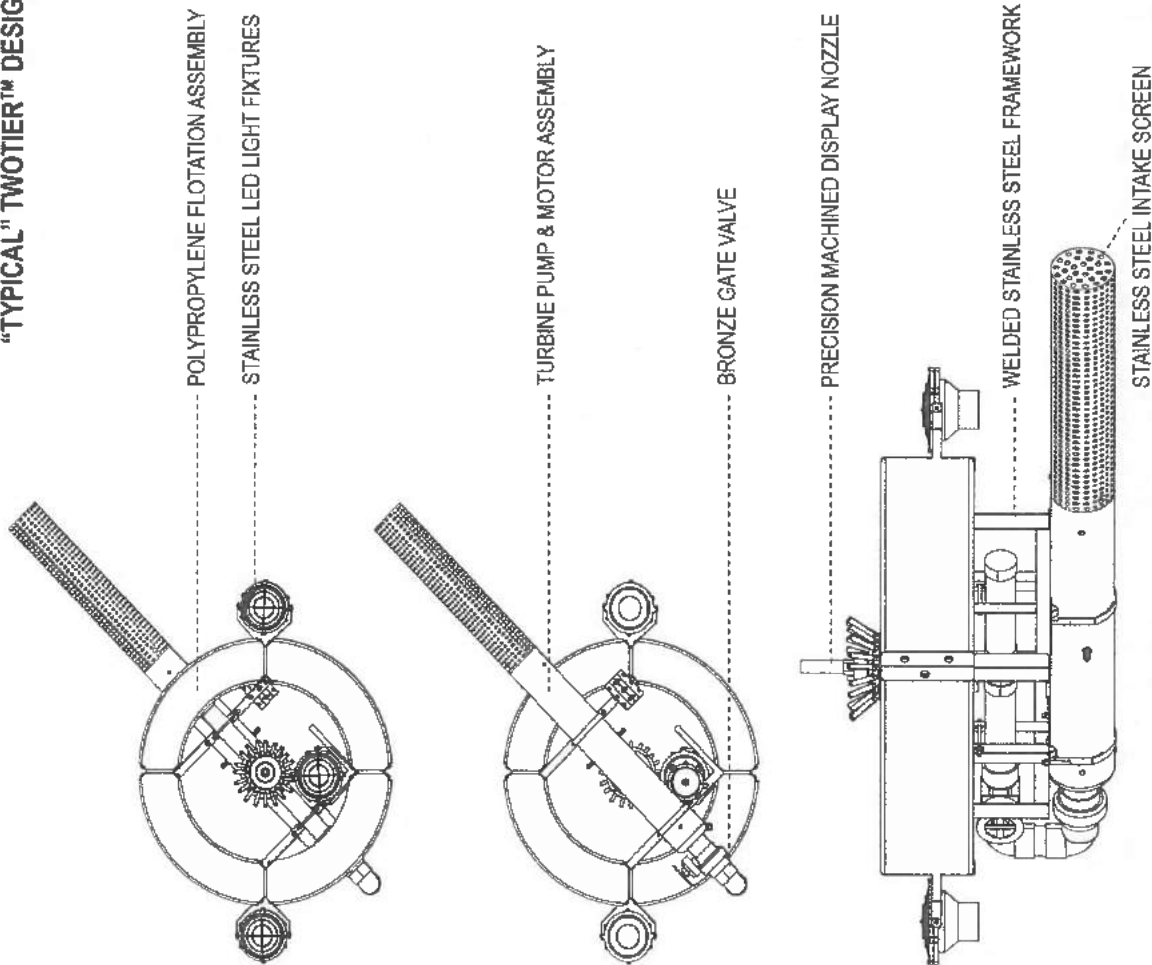
Vertex Water Features

2100 NW 33rd St, Pompano Beach, FL 33069
 1-844-432-4303
www.vertexwaterfeatures.com



TwoTier™ Specifications

"TYPICAL" TWOTIER™ DESIGN



FLOTATION SYSTEM:

Rotocast polypropylene with ultraviolet inhibitors added for extended protection against warping/cracking. Each seamless, watertight section is equipped with threaded brass insert and expanding type fill-plug for addition of water ballast and leveling control.

PUMP/MOTOR:

___ HP, 230 Volt, 1 Phase stainless steel, sealed UL listed submersible motor. Submersible turbine pump shall be of 100% 304 stainless steel construction, with driveshaft of 416 stainless steel and equipped with sand collars for maximum protection against abrasives. Pump and motor are water cooled and lubricated. *Use of oil-filled motors/pumping systems are not acceptable due to need for regular replacement of oil, O-rings, and seals.*

INTAKE SCREEN:

Type 304, 18ga stainless steel, protects against foreign material entering pumping system.

FRAMEWORK:

Type 304 stainless steel with welded joints and stainless steel fastenings.

LIGHTING FIXTURES:

___ 43Watt, 120V clear, stainless steel LED light fixtures with tempered lens and neoprene gaskets, mounting brackets and fastenings of stainless steel. See specification chart for suggested lighting package. ETL listed.

DISPLAY HEAD:

100% precision machined cast bronze and/or brass with stainless steel fastenings provide permanent display characteristics and protection from corrosion. All sidejets are machined into base at precise angles to insure permanent display integrity. 2-piece swivel jets are unacceptable due to inherent ability to become loose and out of adjustment from water pressure and/or pump vibrations. Display heads of plastics, PVC and/or "thermoplastics" are unacceptable.

UNDERWATER ELECTRICAL CABLES:

STW-A rated, stamped "water resistant", 100 ' of ___ ga-pump, 100 ' of ___ ga-lights

FOUNTAIN CONTROL PANEL:

- Steel NEMA 3R enclosure
- Capacitive motor starter (single phase units)
- Phase loss protection (3-phase units)
- Circuit breaker - lights (if equipped)
- GFI protection - lights (if equipped)
- Surge/Lightning Protection
- 2 - 24 hour time clocks
- Circuit breaker - pump
- GFI protection - pump

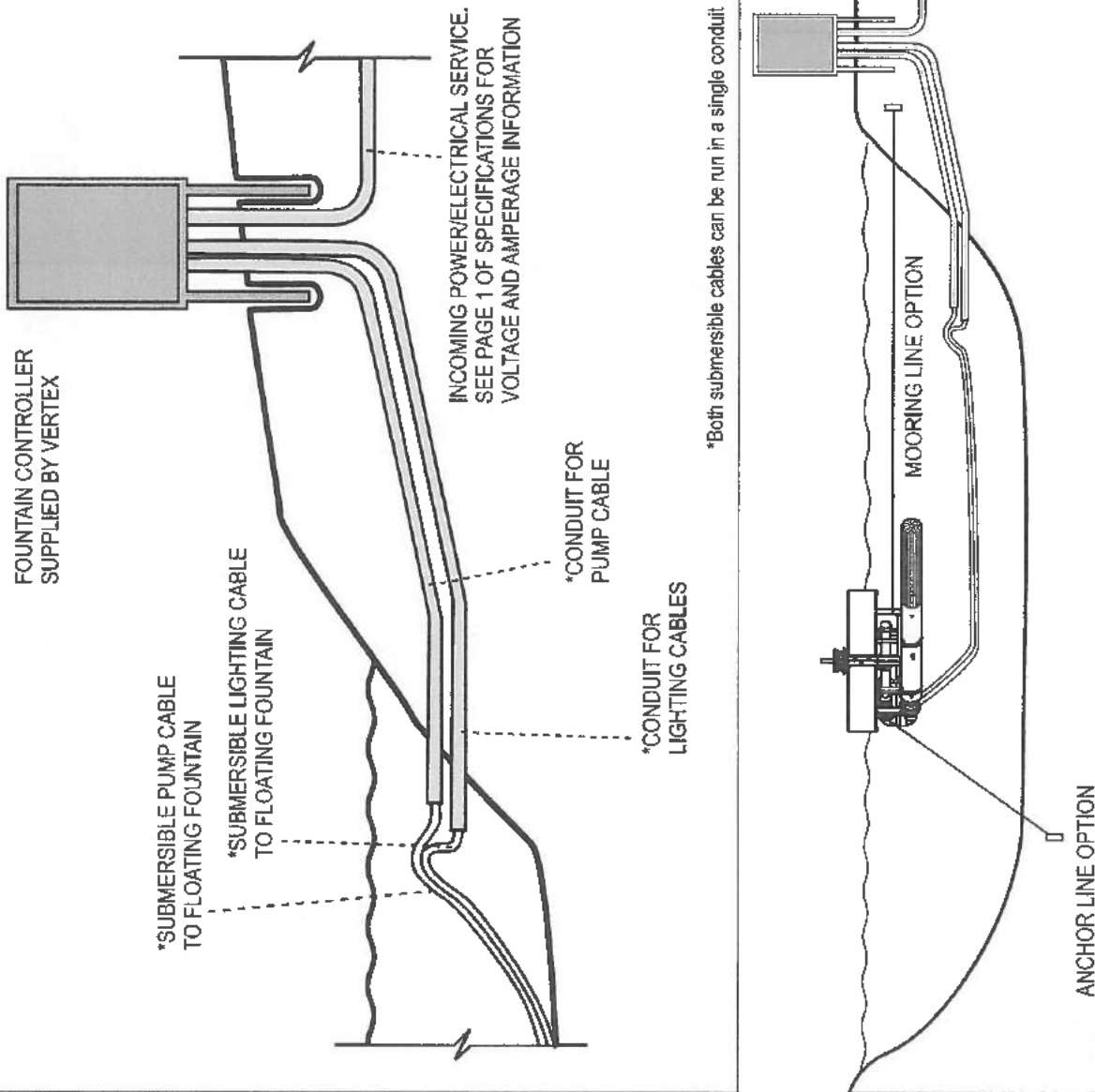
"Vertex reserves the right to improve and change designs and/or specifications without notice or obligation."

WARRANTY (PARTS):

- Fountain - 4 years
- Light Fixtures (excludes bulbs) - 2 years
- Controls - 1 year



Floating Fountain Installation Guidelines



NOTE: Drawings are for illustrative purposes only and are not to scale.

WARNING:

THE FOUNTAIN CONTROL PANEL MUST BE INSTALLED BY LICENSED ELECTRICIAN IN ACCORDANCE WITH ARTICLE 682 OF NATIONAL ELECTRICAL CODE. FAILURE MAY RESULT IN POTENTIALLY HAZARDOUS CONDITIONS AND/OR FAILURE OF ELECTRICAL INSPECTION. CONSULT AUTHORITIES HAVING JURISDICTION (AHJ) FOR SPECIFIC LOCAL CODES / RESTRICTIONS.

Vertex Water Features accepts/assumes no responsibility for installations not in accordance with local and/or national electrical codes.

INSTALLATION OF CONTROL PANEL:

Installation of fountain control panel must be by licensed electrician in accordance with NEC 682 to insure panel location is above any/all possible high water levels. Submergence of panel poses serious risk of electrical shock and damage of fountain system.

SCOPE OF WORK/ELECTRICIAN:

1. Mount NEMA 3R panel enclosure in accordance with NEC682 in addition to any other local codes and/or restrictions.
2. Trench and bury sufficiently sized conduit(s) from fountain panel to water's edge, extending conduit(s) far enough into water to insure no submersible cable is exposed should low water conditions arise.
3. Bring incoming power from power source into the fountain panel. Incoming voltage must match with specifications of fountain panel or failure will result, damaging the system and voiding the warranty.
4. Pull submersible cable(s) from fountain through conduit to control panel and perform final connections (see Fountain Owner's Manual for more information).

NOTE: Do not operate fountain & lights until fountain installation has been completed and lights are fully submerged. Operating light(s) out of water will result in damage to bulb(s) and lens(es), voiding manufacturer's warranty.

NOTE: Connect only 120V to light(s) – higher voltage will result in immediate damage/failure of bulb(s).



AERATIONJET™

FLOATING FOUNTAINS



A combination of majestic heights, graceful arches and superior wind resistance, The AerationJet is the ideal overall water feature with heavily aerated jets reaching 50' high and spreading to 60' diameter. The AerationJet provides a dramatic effect to any lake.

Powered by a UL listed heavy-duty submersible turbine pump, the AerationJet standard equipment includes a complete UL listed control panel.

All fountain components are fully waterproof and made of the finest corrosion resistant materials to provide years of dependability and high performance.

FEATURES AND BENEFITS

PUMPS/MOTORS

- High performance turbine pump/motor assembly
- Stainless steel construction
- Water cooled: no oils, seals or o-rings to replace
- 4 year warranty

NOZZLES

- Precision machined brass/bronze nozzles

SUBMERSIBLE LIGHT FIXTURES

- Energy efficient LED
- Dramatically lower operating costs
- Expected life of over 10 years
- Cast bronze/stainless steel housing
- 2 year warranty

CONTROL PANEL

- UL listed per National Electrical Code
- Weatherproof steel enclosures

CABLES

- STW-A rated
- 4 year warranty

FLOTATION

- Rotocast polypropylene construction
- UV inhibitors for long life
- Individual leveling compartments for exact adjustments
- 4 year warranty

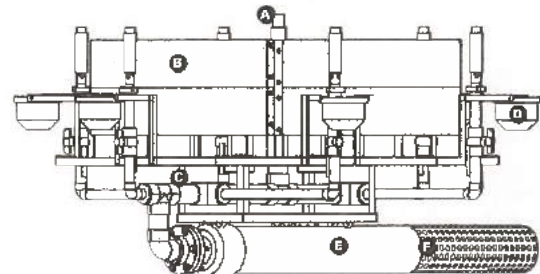
CORROSION RESISTANT

- Cast brass/bronze nozzles
- Polypropylene float
- Stainless steel frame and fastenings
- Bronze/stainless steel lights

BENEFITS TO LAKE

- Aesthetics -- beautifies waterway
- Increases property value and quality of community
- Adds a focal point to any community
- Assists in aeration of lake system, aiding in fish dynamics
- Through agitation, prevents aggregation of planktonic algae on the surface and helps in reduction of mosquito larvae

AERATIONJET™ FLOATING FOUNTAIN



A	PRECISION MACHINED BRASS/BRONZE DISPLAY NOZZLES	D	CAST BRONZE/BRASS LIGHT FIXTURES
B	POLYPROPYLENE FLOTATION ASSEMBLY	E	TURBINE PUMP MOTOR ASSEMBLY
C	WELDED STAINLESS STEEL FRAMEWORK	F	STAINLESS STEEL INTAKE SCREEN

Due to the electric equipment involved, floating fountains are not designed for waterways where swimming or water sports are permitted. Specifications recorded during calm wind conditions. Install all electrical equipment in accordance with Article 682 of the National Electrical Code and all local codes. Vertex Water Features reserves the right to improve and change our designs and/or specifications of our fountains without notice or obligation.

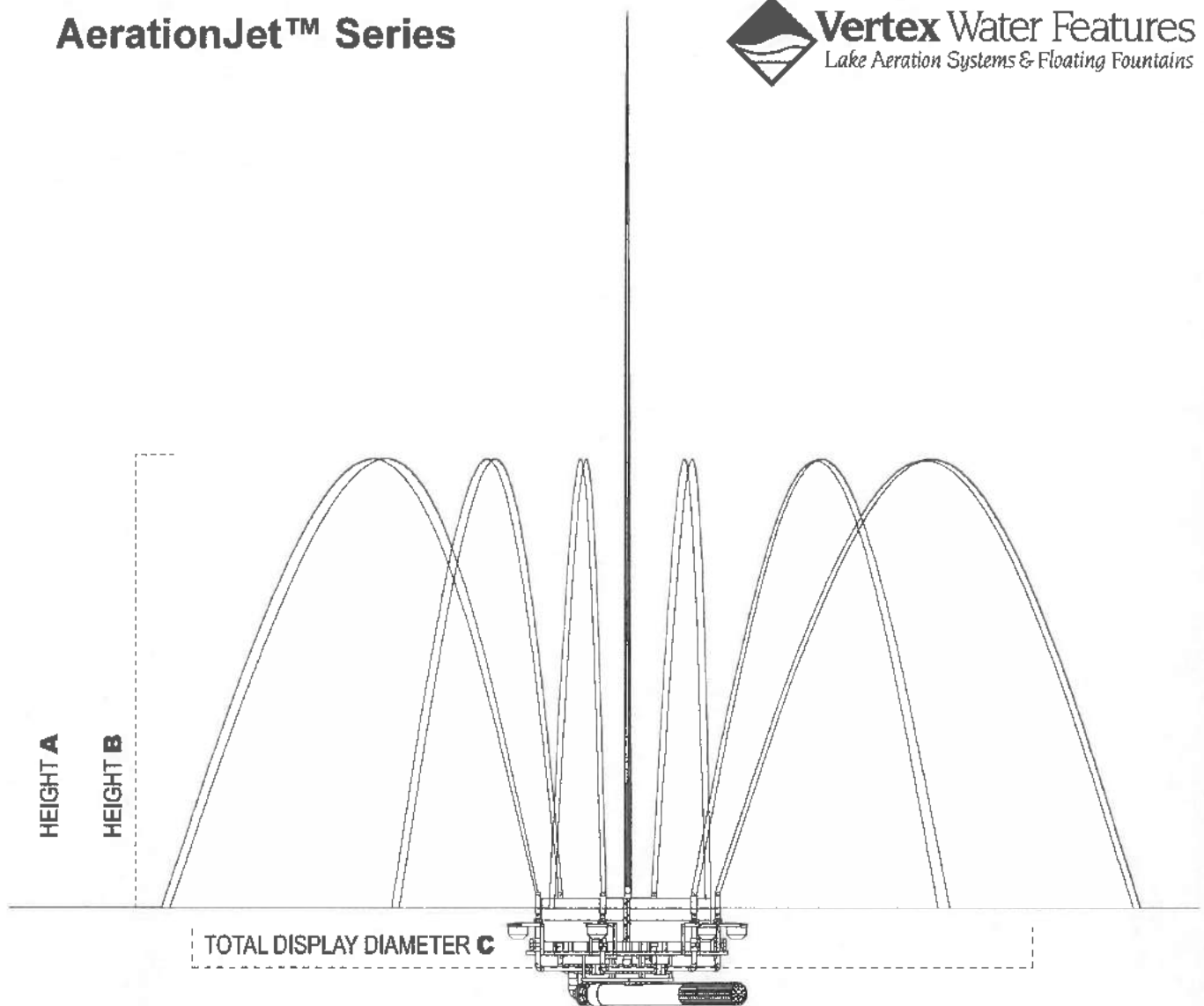
DISPLAY SPECIFICATIONS

HP	Center HT	Side HT	# Side Jets	1 Phase (V)	3 Phase (V)
5	20'	10'	8	230	208 230 400
7.5	21'	12'	8	230	208 230 400
10	22'	13'	8	230	208 230 400
15	25'	20'	8	230	208 230 400
20	28'	22'	8	—	208 230 400
30	30'	25'	8	—	208 230 400

PUMP AMPERAGE

HP	230V 1Ø	230V 3Ø
5	20	17
7.5	42	25
10	51	32
15	72	47
20	—	61
30	—	94

AerationJet™ Series



CHECK EITHER WITH OR WITHOUT LIGHTS

Fountain Only																
With LED Lights	✓			✓			✓									
Motor HP	5	5	5	7.5	7.5	7.5	10	10	10	15	15	15	20	20	30	30
Volts	230	230	208	230	230	208	230	230	208	230	230	208	230	208	230	208
Phase	1	3	3	1	3	3	1	3	3	1	3	3	3	3	3	3
AMP	28	17	21	42	25	28	51	32	37	72	47	54	61	70	90	104
Side Jets	6	6	6	6	6	6	6	6	6	8	8	8	8	8	8	8
HT. A	20'	20'	20'	25'	25'	25'	30'	30'	30'	35'	35'	35'	40'	40'	45'	45'
HT. B	10'	10'	10'	12'	12'	12'	15'	15'	15'	20'	20'	20'	20'	20'	25'	25'
Dia. C	20'	20'	20'	25'	25'	25'	30'	30'	30'	33'	33'	33'	35'	35'	40'	40'
43W LED Lights	8	8	8	8	8	8	9	9	9	10	10	10	11	11	11	11
Total Watts	344	344	344	344	344	344	387	387	387	430	430	430	473	473	473	473
AMP Draw	2.9	2.9	2.9	2.9	2.9	2.9	3.3	3.3	3.3	3.6	3.6	3.6	4	4	4	4

Notes:

1. Drawings are for illustration only and are not to scale
2. Installation of all fountain equipment shall be in accordance with manufacturers guidelines and specifications

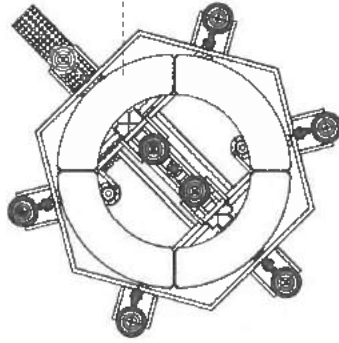
Vertex Water Features

2100 NW 33rd St, Pompano Beach, FL 33069
1-844-432-4303
www.vertexwaterfeatures.com



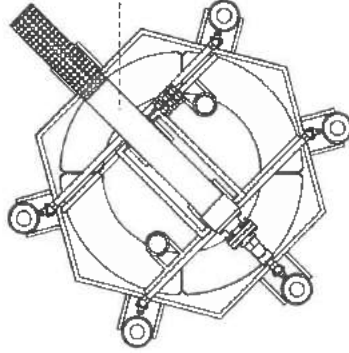
AerationJet™ Specifications

"TYPICAL" AERATIONJET™ DESIGN

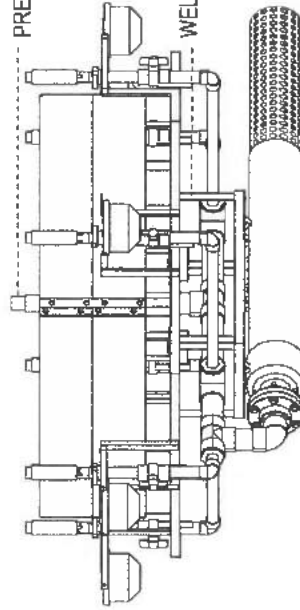


POLYPROPYLENE FLOTATION ASSEMBLY

STAINLESS STEEL LED LIGHT FIXTURES



TURBINE PUMP & MOTOR ASSEMBLY



PRECISION MACHINED DISPLAY NOZZLE(S)

WELDED STAINLESS STEEL FRAMEWORK

STAINLESS STEEL INTAKE SCREEN

FLOTATION SYSTEM:

Rotocast polypropylene with ultraviolet inhibitors added for extended protection against warping/cracking. Each seamless, watertight section is equipped with threaded brass insert and expanding type fill-plug for addition of water ballast and leveling control.

PUMP/MOTOR:

___ HP, 230 Volt, 1 Phase stainless steel, sealed UL listed submersible motor. Submersible turbine pump shall be of 100% 304 stainless steel construction, with driveshaft of 416 stainless steel and equipped with sand collars for maximum protection against abrasives. Pump and motor are water cooled and lubricated. *Use of oil-filled motors/pumping systems are not acceptable due to need for regular replacement of oil, O-rings, and seals.*

INTAKE SCREEN:

Type 304, 18ga stainless steel, protects against foreign material entering pumping system.

FRAMEWORK:

Type 304 stainless steel with welded joints and stainless steel fastenings.

LIGHTING FIXTURES:

___ 43Watt, 120V clear, stainless steel LED light fixtures with tempered lens and neoprene gaskets, mounting brackets and fastenings of stainless steel. See specification chart for suggested lighting package. ETL listed.

DISPLAY HEAD:

Nozzles shall be water-level dependent aeration jets of cast bronze and brass, with stainless steel fastenings to provide protection from corrosion. Each equipped with integral bronze swivels for exacting onsite display adjustment. Display heads of plastics, PVC and/or "thermoplastics" are unacceptable.

UNDERWATER ELECTRICAL CABLES:

STW-A rated, stamped "water resistant". 100 ' of ___ ga-pump, 100 ' of 12/3 ga-lights

FOUNTAIN CONTROL PANEL:

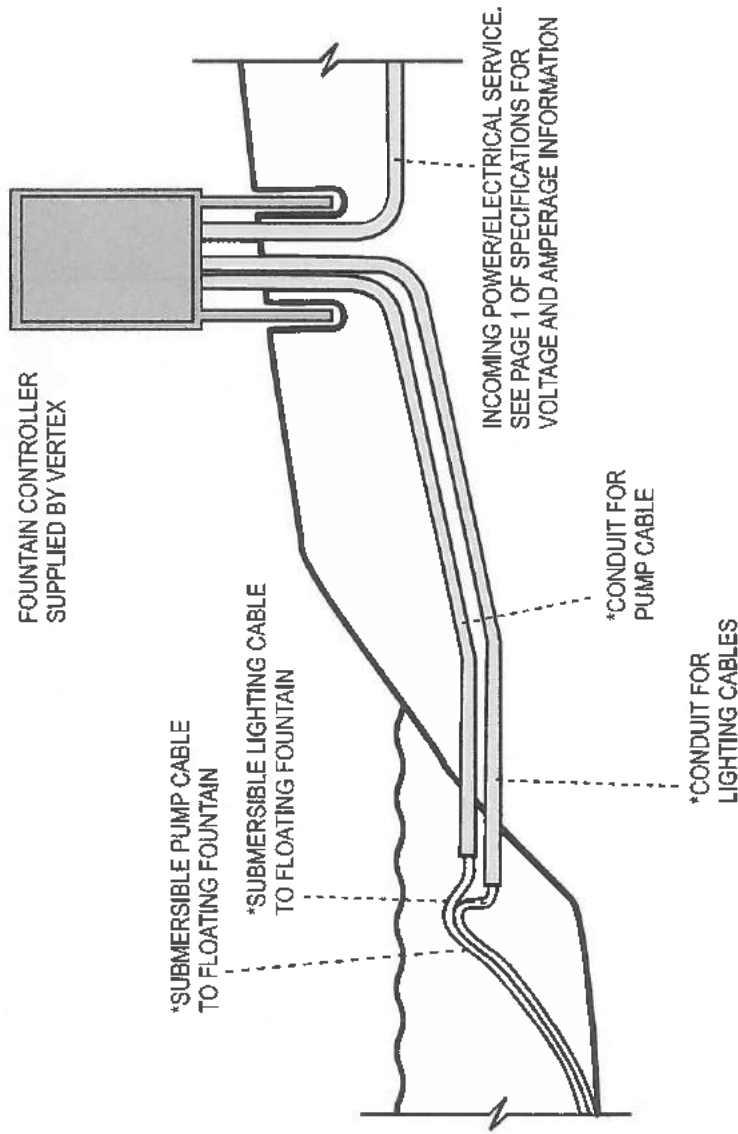
- ♦ Steel NEMA 3R enclosure
- ♦ Capacitive motor starter (single phase units)
- ♦ Phase loss protection (3-phase units)
- ♦ Circuit breaker – lights (if equipped)
- ♦ GFI protection – lights (if equipped)
- ♦ Surge/Lighting Protection
- ♦ 2 – 24 hour time clocks
- ♦ Circuit breaker – pump
- ♦ GFI protection – pump

**Vertex reserves the right to improve and change designs and/or specifications without notice or obligation.*

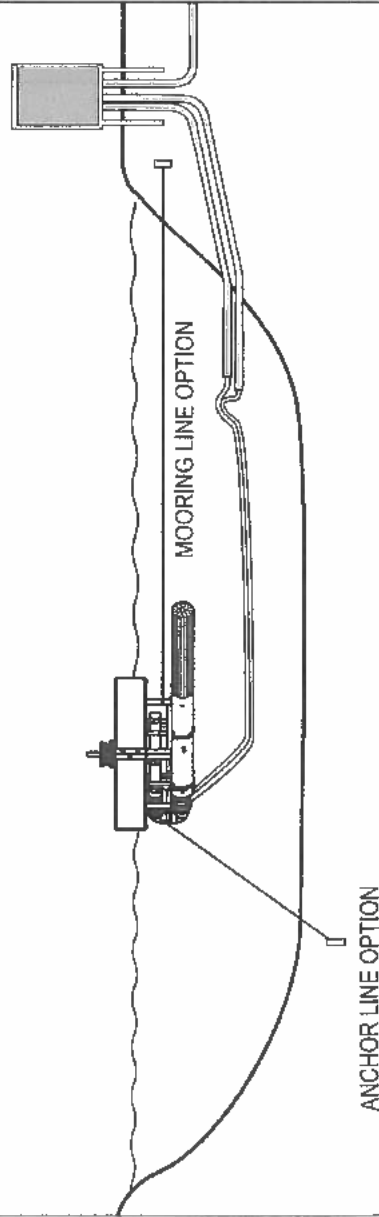
WARRANTY (PARTS):

- ♦ Fountain – 4 years
- ♦ Light Fixtures (excludes bulbs) – 2 years
- ♦ Controls – 1 year

Floating Fountain Installation Guidelines



*Both submersible cables can be run in a single conduit



NOTE: Drawings are for illustrative purposes only and are not to scale.

WARNING:

THE FOUNTAIN CONTROL PANEL MUST BE INSTALLED BY LICENSED ELECTRICIAN IN ACCORDANCE WITH ARTICLE 682 OF NATIONAL ELECTRICAL CODE. FAILURE MAY RESULT IN POTENTIALLY HAZARDOUS CONDITIONS AND/OR FAILURE OF ELECTRICAL INSPECTION. CONSULT AUTHORITIES HAVING JURISDICTION (AHJ) FOR SPECIFIC LOCAL CODES / RESTRICTIONS.

Vertex Water Features accepts/assumes no responsibility for installations not in accordance with local and/or national electrical codes.

INSTALLATION OF CONTROL PANEL:

Installation of fountain control panel must be by licensed electrician in accordance with NEC 682 to insure panel location is above any/fall possible high water levels. Submergence of panel poses serious risk of electrical shock and damage of fountain system.

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NOTE: Connect only 120V to light(s) – higher voltage will result in immediate damage/failure of bulb(s).

7Cv



**Home Depot Credit
Services**

P.O. Box 6405
Sioux Falls, SD 57117-6405

Regarding Your Fraud Claim

Account Number: 00002202 100000
www.homedepot.com/mycard

CV00040249 1 AB 0.408 TB202731 TMN 008108 0083



01058501
M205

HARMONY CDD
STE 702
210 N UNIVERSITY DR
CORAL SPRINGS, FL 33071-7320

May 22, 2018

To Whom It May Concern:

Why we're writing you

We are writing to inform you that we completed the investigation on your The Home Depot Commercial Revolving Charge Card account. As a result, we removed the disputed charges and any related fees and finance charges from your account.

Here's what you should know

We updated your dispute to a resolved status with the credit reporting agencies listed below and the agencies were informed to update your credit report. Please allow them at least 60 days to revise their records.

Equifax Inc
P.O. Box 740249
Atlanta, GA 30374-0249
1-800-727-8495

Experian Commercial Relations - RFR
P.O. Box 5001
Costa Mesa, CA 92628-5001
1-888-211-0728

Dun & Bradstreet Customer Service
5800 Airport Blvd.
Austin, TX 78731
1-866-507-1992

Monitor your account

Please be sure to review your monthly statements for any charges you did not make. To help reduce your risk of fraud or unauthorized activity, you may be able to sign up for tools such as Account Online, which help you monitor account activity quickly and regularly.

How to contact us

If you have additional questions, our Representatives are available to assist you. Please contact us at the phone number below.

You can be assured that we are committed to safeguarding the security of your account.

Sincerely,

Customer Service
Phone: 1-800-685-6691
TDD/TTY - Hearing or Speech Impaired: 1-888-944-2227
24 hours a day, 7 days a week

Thank You For Your Business

SR/4104/919614000004/YYN/A





**Home Depot Credit
Services**

P.O. Box 6405
Sioux Falls, SD 57117-6405

Important Information Regarding Your Payment

Account Number:

www.homedepot.com/mycard

Received

Coral Springs, FL

MAY 29 2018

INFRAMARK

CZ00043656 1 AB 0.408 TL202850 TMN 011315 0085

01077823

M205



HARMONY CDD
STE 702
210 N UNIVERSITY DR
CORAL SPRINGS, FL 33071-7320

May 23, 2018

Dear HARMONY CDD,

Why we're writing you

Thank you for your business as a The Home Depot Commercial Revolving Charge Card cardholder. While we are investigating your billing dispute or fraud claim, we have adjusted the Minimum Payment Due on your account.

Here's what you should know

The Minimum Payment Due reflected on your most recent billing statement was based on your Total Balance Due. Since you have initiated a dispute on your The Home Depot account, we have adjusted the Minimum Payment Due so that you only need to make a required payment of \$100.00 by your next Payment Due Date, 06/03/2018. This adjustment reflects the portion of the balance that is not being disputed.

How to contact us

If you have additional questions about your account, our Representatives are available to assist you. Please contact us online at www.homedepot.com/mycard, or at the phone number below.

Please know we are making a sincere effort to address your claim and reach a resolution. Thank you for your business.

Sincerely,

Customer Service

Phone: 1-800-685-6691

TDD/TTY - Hearing or Speech Impaired: 1-888-944-2227

24 hours a day, 7 days a week

Please Remit The Minimum Payment By The Payment Due Date

CS/5706/919614000004/YYN/A





Confirmation Of Your Request

Home Depot Credit Services

P.O. Box 6405
Sioux Falls, SD 57117-6405

Account Number:

www.homedepot.com/mycard

DD00037106 1 AB 0.408 TV202965 TMN 008568 0081

01054168

M205



HARMONY CDD
STE 702
210 N UNIVERSITY DR
CORAL SPRINGS, FL 33071-7320

May 24, 2018

To Whom It May Concern:

Why we're writing you

It's been a pleasure to have you as a The Home Depot customer and to serve your credit needs.

We are sorry to hear that you no longer wish to keep your The Home Depot Commercial Revolving Charge Card account. As you requested, we have closed your account.

Some important information

As a reminder, you are responsible for any outstanding balance according to the terms of your Card Agreement.

How to contact us

If you have any further questions, please call us at the customer service number listed below.

Thank you for giving us the opportunity to be of service to you. We appreciate your business.

Sincerely,

Customer Service

Phone: 1-800-685-6691

TDD/TTY – Hearing or Speech Impaired: 1-888-944-2227

24 hours a day, 7 days a week

Your Business Is Important To Us

CS/0603/919614000004/NYN/A



Home Depot Credit Services

Citibank, N.A., Creditor

Home Depot Credit Services
PO Box 790351
St. Louis, MO 63179

May 29, 2018

HARMONY CDD
STE 702 210 N UNIVERSITY DR

CORAL SPRINGS, FL 33071-7320
Attention: A/P

Account Number:

Dear A/P:

We have completed our investigation of your claim that fraudulent sales were billed Home Depot account referenced above.

The disputed amounts have been credited to the account and any applicable finance charges, late fees, and/or other related fees, applied as a result of the sale(s) have been adjusted accordingly. Your cooperation and support in this matter was appreciated.

These credits will appear on your statement within 2 billing periods. Should you have questions, please call us at the phone number listed below. We appreciate your patience during the investigation.

Sincerely,

Security Operations

Hours of Operation: Monday through Friday, 8:00 a.m. - 4:30 p.m., ET

FEDERAL REGULATIONS REQUIRE THE FOLLOWING STATEMENT

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Office of the Comptroller of the Currency, Customer Assistance Unit, 1301 McKinney Street, Suite 3450, Houston, TX 77010.

The creditor issuing this letter is Citibank, N.A., 701 E. 60th St. N., Sioux Falls, SD 57104. Please direct any questions to the return address on this letter.

Received
Coral Springs, FL

JUN 04 2018

H1 0154

INFRAMARK

Home Depot Credit Services

Home Depot Credit Services
P.O. Box 790345
St Louis MO 63179

We are writing to let you know that the information you requested on your The Home Depot credit account is enclosed.

If you have any questions regarding this matter, please contact us at the customer service number listed below. Thank you for being a valued customer of The Home Depot.

Sincerely,

Customer Service
Phone: 1-800-685-6691
Fax: 1-800-266-7308

NOTICE: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Office of the Comptroller of the Currency, Customer Assistance Unit, 1301 McKinney Street, Suite 3450, Houston, TX 77010.

The creditor is Citibank (South Dakota), N.A., 701 E. 60th St. N., Sioux Falls, SD 57104. Please direct any questions to the return address on this letter.

Enclosure



Commercial
Revolving Charge



Customer Service:
myhomedepotaccount.com
Account Inquiries:
1-800-685-6691 Fax 1-800-266-7308

Account Statement
Commercial Account
HARMONY CDD

Account Number: [REDACTED]

Summary of Account Activity	
Previous Balance	\$160.38
Payments	-\$160.38
Credits	-\$0.00
Purchases	+\$164.17
Debits	+\$0.00
FINANCE CHARGES	+\$0.00
Late Fees	+\$0.00
New Balance	\$164.17

Send Notice of Billing Errors and Customer Service Inquiries to:
HOME DEPOT CREDIT SERVICES
PO Box 790345, St. Louis, MO 63179-0345

Payment Information		
Current Due		\$50.00
Past Due Amount	+	\$0.00
Minimum Payment Due	=	\$50.00
Payment Due Date		05/02/18
Credit Limit		\$2,500
Credit Available		\$2,335
Closing Date		04/06/18
Next Closing Date		05/08/18
Days in Billing Period		29

SPECIAL NOTICE

Don't forget, 1-Year Returns credited back to your Home Depot Card*

Additional benefits available to Commercial Card Holders:

- 60-day Terms: Take 60 days to pay before finance charges start to bill on every qualifying purchase
- Fuel savings: Earn Fuel savings for every \$100 of qualifying purchases made using your The Home Depot Commercial Revolving Card

Visit homedepot.com/cardbenefits to take advantage of 60-day payment terms and get more information on fuel savings including participating station availability and how to order more redemption cards

*Refer to The Home Depot Returns Policy for details

DETAILS ABOUT YOUR STATEMENT

- A minimum payment of \$50.00 is due by May 2, 2018 to avoid a late fee
- 60-Day Term Balances that expire on or before your Payment Due Date of May 2, 2018 will start to bill finance charges if not paid by your due date
- Payments are allocated to finance charges and late fee balances first

60-day term balances that expire ON or BEFORE your Payment Due Date of May 2, 2018 must be paid in full by your Payment Due Date in order to avoid being billed finance charges on those purchases on your next statement.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION Page 1 of 6

8 CL 3

This Account is Issued by Citibank, N.A.

Please detach and return lower portion with your payment to insure proper credit. Retain upper portion for your records.



PO Box 6752
Sioux Falls, SD 57117

Your Account Number is [REDACTED]



Payment Due Date	May 2, 2018
New Balance	\$164.17
Past Due Amount	\$0.00
Minimum Payment Due	\$50.00

Statement Enclosed

Amount Enclosed: \$ [REDACTED]

Print address changes on the reverse side.
Make Checks Payable to

HOMEDepot CREDIT SERVICES
DEPT. 32 -
PO BOX 9001030
LOUISVILLE, KY 40290-1030

HARMONY CDD
ACCOUNTS PAYABLE
STE 702
210 N UNIVERSITY DR
CORAL SPRINGS, FL 33071-7320

03100 0005000 0016417 0016038

0300

Other Account and Payment Information

WHEN YOUR PAYMENT WILL BE CREDITED: For payments by regular mail, please allow 5-7 days for your payment to reach us. Payment must be received in proper form at our processing facility by 5 p.m. local time there to be credited as of that day. All payments received at the processing facility in proper form after that hour will be credited as of the following day. There may be a delay of up to 5 days in crediting a payment sent by mail if it is not in the proper form or is addressed to a location other than the address listed on the return envelope or on the front of the payment coupon, or, for courier or express mail payments, to the Express Mail address set forth in the Express Mail section.

PROPER FORM for payments sent by mail or courier.

For a payment to be in proper form, you should:

- **ENCLOSE** your check or money order. No cash, gift cards, or foreign currency please.
- **INCLUDE** the last four digits of your account number and name.

COPY FEE. We charge \$5 for each copy of a billing statement that dates back 3 months or more. We add the fee to a balance of our choosing. We reserve the right to add this fee to balances subject to a higher annual percentage rate. We waive the fee if your request for the copy relates to a billing error or disputed purchase.

PAYMENT OTHER THAN BY MAIL:

- **Online Payments.** Go to the URL on Page 1 of your statement to make a payment. For security reasons, you may not be able to pay your entire New Balance the first time you make a payment online. The payment cutoff time for Online Bill Payments is midnight Eastern time. This means that we will credit your account as of the calendar day, based on Eastern time, that we receive your payment request.

- **Phone.** Call the phone number on Page 1 of your statement to make a payment. We may process your payment electronically after we verify your identity. There is no fee for this service. The payment cutoff time for Phone Payments is midnight Eastern time. This means that we will credit your account as of the calendar day, based on Eastern time, that we receive your payment request.

- **Express Payments.** Send payment by courier or express mail to: Attn: THD Commercial Payment, 6716 Grade Lane, Building 9, Suite 910, Louisville, KY 40213. Payment must be received in proper form, at the proper address, by 5 p.m. Eastern time in order to be credited as of that day. All payments received in proper form, at the proper address, after 5 p.m. Eastern time will be credited as of the next day.

- **In-Store Payments.** For your added convenience, payments can be made at The Home Depot® stores, with no service fee. Any payment in proper form accepted in-store will be credited as of that day. However, credit availability may be subject to verification of funds.

If you send an eligible check with this payment coupon you authorize us to complete your payment by electronic debit. If we do the checking account will be debited in the amount on the check. We may do this as soon as the day we receive the check. Also the check will be destroyed.

REPORT A LOST, STOLEN OR NEVER RECEIVED CARD

IMMEDIATELY: Customer Service is available 24 hours a day, 7 days a week.

CUSTOMER SERVICE WRITTEN INQUIRY ADDRESS:

Home Depot Credit Services, P.O. Box 790345, St. Louis, MO 63179

T10636 - CL - 9196-1400-0004-/- NOPLAY-86 - 000 -/- P - B - 0 - N -/- 0 - - 0 - 0 -/- 12/31/99 - 07/01/04 - March 8, 2018 -/- 60 - WC - 0 - 0 -
N - - - -/- 0 - - - T09B -/- Y - c - 09 - 18C09

THD CRC EN JUN16

Page 2 of 6

Change of Address

Please print address changes in blue or black ink.

GET XTRA SAVINGS & SERVICES [EXCLUSIVELY FOR PROS]

- ☐ Up to 2 years of purchase tracking
- ☐ Exclusive offers and volume discounts
- ☐ Member-only business tools



Sign in to your account at
homedepot.com/proxtra or visit the pro desk for details.

GET BUILDING WITH RED HEAD®

- Heavy-duty anchors to support the toughest jobs

- Designed for fastening fixtures & equipment into solid concrete

Visit homedepot.com/getbuilding for more details.



**BULK
PRICE
SAVINGS
EVERY DAY**



Important Changes to Your Account Terms

The following is a summary of certain changes being made to your account terms. These changes will take effect on 06/08/18. For more detailed information, please see the Notice of Change in Terms and Right to Opt Out below.

You have the right to opt out of the changes summarized below. If you opt out of these changes, you must do so within 25 days of 06/08/18. However, if you do opt out these changes, we will close your account, which means you will no longer be able to use your account for new transactions. You can opt out of these changes by calling us at 1-800-685-6691.

Revised Terms, as of 06/08/18

Late Fee	Up to \$38
Returned Payment Fee	Up to \$38

TRANSACTIONS

Trans Date	Location/Description	Reference #	Invoice #	Amount
04/03	THE HOME DEPOT ST. CLOUD FL	5592884		\$ 164.17

PAYMENTS, CREDITS, FEES AND ADJUSTMENTS

03/25	PAYMENT - THANK YOU	P919400F609A0SHL8		\$ 160.38-
-------	---------------------	-------------------	--	------------

	Original Amount	Date of Purchase(s)	Previous Balance	Payments and Credits	New Balance	Term End Date
60 DAY TERMS						
60 DAYS NO INT-MIN PMT REQ	\$132.29	02/21/18	\$132.29	\$132.29-	-	04/22/18
60 DAYS NO INT-MIN PMT REQ	\$28.09	02/23/18	\$28.09	\$28.09-	-	04/24/18
60 DAYS NO INT-MIN PMT REQ	\$164.17	04/03/18	-	-	\$164.17	06/02/18

All qualifying transactions made in one day are combined into a single amount.

FREE PARTS, SERVICE & BATTERIES FOR LIFE



\$229
WAS \$279

EXCLUSIVE
RIDGID 4.0AH 18V Brushless
Gen5X Lithium-Ion 2-Tool Kit
(1001470444)

- Best-in-class torque in a compact size
- Includes: hammer drill, impact driver and (2) 4Ah batteries



\$179
WAS \$199

EXCLUSIVE
RIDGID 15 AMP 10 in. Dual
Bevel Miter Saw with Laser
(1000985799)

- 15-amp motor powers through the most difficult cuts
- Adjustable laser guide helps align blade with cut line

Register your RIDGID® power tool at homedepot.com/ridgidwarranty to enjoy the benefits of the Lifetime Service Agreement.

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PRO

Statements show you exactly how much you've spent, how much you owe, when you owe it and your available credit.

The information is "bucketed" into sections that make it simple to find what you're looking for and is written in normal, everyday language.

All transactions made in one day are combined into a single amount and appear as a single line item. You will have a minimum of 60 days to pay the entire term balance before finance charges begin.

60-day term balances that expire ON or BEFORE your Payment Due Date must be paid in full by your Payment Due Date in order to avoid being billed finance charges on those purchases on your next statement

THD CVP JUN16

We appreciate your business as a cardholder and hope you are enjoying both the use and benefits of your card. We want you to be aware of the changes we are making to your account. The following notice describes the changes and what they mean to you and your account.

If you have questions or need assistance with your account please call us at 1-800-685-6691.

We look forward to continuing to serve you in the future.

Citibank, N.A.

Notice of Change in Terms and Right to Opt Out

The Changes. We are changing your Card Agreement. The effective date of these changes is 06/08/18.

We are increasing the Late Fee and Returned Payment Fee. We are replacing the following provisions to the fees section of your card agreement.

Late Fee. We may add a late fee for each billing cycle in which you have a past due payment. For late fee purposes, you have a past due payment any time you fail to pay the Minimum Payment Due by the payment due date. The fee will be \$27; or \$38 for any additional past due payment during the next six billing cycles after a past due payment. However, the fee will not exceed the amount permitted by law. We add this fee to the regular purchase balance.

Returned Payment Fee. A returned payment is an electronic debit, payment check, or similar payment instrument, that is returned unpaid. We may add this fee the first time your payment is returned, even if it is not returned upon resubmission. The fee will be \$27; or \$38 for any additional returned payment during the same or next six billing cycles after a returned payment. However, the fee will not exceed the amount permitted by law. We add this fee to the regular purchase balance.

Right to Opt Out. To opt out of these changes, you must call or write us within 25 days of 06/08/18. Call us toll-free at 1-800-685-6691 or write us at Citibank, N.A., P.O. Box 790345, St Louis, MO 63179 and include your name, address, account number and a statement that you are opting out of these changes. If you notify us that you do not accept these changes, your account will be closed, and we will not make these changes to your account. However, you will no longer be able to use your account for purchases.

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Commercial
Revolving Charge



Customer Service:
myhomedepotaccount.com
Account Inquiries:
1-800-685-6691 Fax 1-800-266-7308

Account Statement
Commercial Account
HARMONY CDD

Account Number:

Summary of Account Activity

Previous Balance	\$164.17
Payments	-\$0.00
Credits	-\$0.00
Purchases	+\$330.48
Debits	+\$0.00
FINANCE CHARGES	+\$0.00
Late Fees	+\$25.00
New Balance	\$519.65

Send Notice of Billing Errors and Customer Service Inquiries to:
HOME DEPOT CREDIT SERVICES
PO Box 790345, St. Louis, MO 63179-0345

Payment Information

Current Due		\$50.00
Past Due Amount	+	\$50.00
Minimum Payment Due	=	\$100.00
Payment Due Date		06/03/18

Credit Limit	\$2,500
Credit Available	\$1,980
Closing Date	05/08/18
Next Closing Date	06/07/18
Days in Billing Period	32

SPECIAL NOTICE

Don't forget, 1-Year Returns credited back to your Home Depot Card*

Additional benefits available to Commercial Card Holders:

- 60-day Terms: Take 60 days to pay before finance charges start to bill on every qualifying purchase
- Fuel savings: Earn Fuel savings for every \$100 of qualifying purchases made using your The Home Depot Commercial Revolving Card

Visit homedepot.com/cardbenefits to take advantage of 60-day payment terms and get more information on fuel savings including participating station availability and how to order more redemption cards

*Refer to The Home Depot Returns Policy for details

DETAILS ABOUT YOUR STATEMENT

- A minimum payment of \$100.00 is due by June 3, 2018 to avoid a late fee
- 60-Day Term Balances that expire on or before your Payment Due Date of June 3, 2018 will start to bill finance charges if not paid by your due date
- Payments are allocated to finance charges and late fee balances first

60-day term balances that expire ON or BEFORE your Payment Due Date of June 3, 2018 must be paid in full by your Payment Due Date in order to avoid being billed finance charges on those purchases on your next statement.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Page 1 of 4

8 CL 3

This Account is Issued by Citibank, N.A.

Please detach and return lower portion with your payment to insure proper credit. Retain upper portion for your records.



P.O. Box 790411
St. Louis, MO 63179

Your Account Number is



Payment Due Date	June 3, 2018
New Balance	\$519.65
Past Due Amount	\$50.00
Minimum Payment Due	\$100.00

Amount Enclosed: \$

Past Due Amount is included in the Minimum Payment Due.
Print address changes on the reverse side.
Make Checks Payable to

HOME DEPOT CREDIT SERVICES
DEPT. 32 -
PO BOX 9001030
LOUISVILLE, KY 40290-1030

Statement Enclosed

HARMONY CDD
ACCOUNTS PAYABLE
STE 702
210 N UNIVERSITY DR
CORAL SPRINGS, FL 33071-7320

03100 0010000 0051965 0016038 | 0300

Other Account and Payment Information

WHEN YOUR PAYMENT WILL BE CREDITED: For payments by regular mail, please allow 5-7 days for your payment to reach us. Payment must be received in proper form at our processing facility by 5 p.m. local time there to be credited as of that day. All payments received at the processing facility in proper form after that hour will be credited as of the following day. There may be a delay of up to 5 days in crediting a payment sent by mail if it is not in the proper form or is addressed to a location other than the address listed on the return envelope or on the front of the payment coupon, or, for courier or express mail payments, to the Express Mail address set forth in the Express Mail section.

PROPER FORM for payments sent by mail or courier.

For a payment to be in proper form, you should:

- **ENCLOSE** your check or money order. No cash, gift cards, or foreign currency please.
- **INCLUDE** the last four digits of your account number and name.

COPY FEE. We charge \$5 for each copy of a billing statement that dates back 3 months or more. We add the fee to a balance of our choosing. We reserve the right to add this fee to balances subject to a higher annual percentage rate. We waive the fee if your request for the copy relates to a billing error or disputed purchase.

PAYMENT OTHER THAN BY MAIL:

- **Online Payments.** Go to the URL on Page 1 of your statement to make a payment. For security reasons, you may not be able to pay your entire New Balance the first time you make a payment online. The payment cutoff time for Online Bill Payments is midnight Eastern time. This means that we will credit your account as of the calendar day, based on Eastern time, that we receive your payment request.

- **Phone.** Call the phone number on Page 1 of your statement to make a payment. We may process your payment electronically after we verify your identity. There is no fee for this service. The payment cutoff time for Phone Payments is midnight Eastern time. This means that we will credit your account as of the calendar day, based on Eastern time, that we receive your payment request.

- **Express Payments.** Send payment by courier or express mail to: Attn: THD Commercial Payment, 6716 Grade Lane, Building 9, Suite 910, Louisville, KY 40213. Payment must be received in proper form, at the proper address, by 5 p.m. Eastern time in order to be credited as of that day. All payments received in proper form, at the proper address, after 5 p.m. Eastern time will be credited as of the next day.

- **In-Store Payments.** For your added convenience, payments can be made at The Home Depot® stores, with no service fee. Any payment in proper form accepted in-store will be credited as of that day. However, credit availability may be subject to verification of funds.

If you send an eligible check with this payment coupon you authorize us to complete your payment by electronic debit. If we do the checking account will be debited in the amount on the check. We may do this as soon as the day we receive the check. Also the check will be destroyed.

REPORT A LOST, STOLEN OR NEVER RECEIVED CARD

IMMEDIATELY: Customer Service is available 24 hours a day, 7 days a week.

CUSTOMER SERVICE WRITTEN INQUIRY ADDRESS:

Home Depot Credit Services, P.O. Box 790345, St. Louis, MO 63179

T10636 - CL - 9196-1400-0004-/- NOPLA/D/-86 - 000 -/- P - B - 0 - N -/- 1 - - 802 - 0 -/- 12/31/99 - 07/01/04 - April 6, 2018 -/- 60 - WC - 0 - 0 -
N - - - -/- 0 - - - T09B -/- - - - 18C09

THD CRC EN JUN16

Page 2 of 4

Change of Address

Please print address changes in blue or black ink.



**Enroll in
Paperless**

And say goodbye to
your filing cabinet.

Enroll today at
homedepot.com/mycrc.



RENT & SAVE TODAY

- ☐ Pick up and delivery available for large equipment
- ☐ Rent in store, online or over the phone at 1-888-Compact (2667228)

Visit homedepot.com/rentals or ask an associate for details.

 **ToolRental**

Your account is 1 month past due

This is a courtesy reminder that we did not receive payment for last month. We're here for you and would like to help you bring your account current. » For assistance call us today at 1-866-518-6157. For the hearing impaired, call our TDD line at 1-800-995-9305. Hours of operation: Monday-Thursday: 6:30 a.m. to 11:00 p.m. CT · Friday: 6:30 a.m. to 9:00 p.m. CT · Saturday and Sunday: 8:00 a.m. to 5:00 p.m. CT.

Your late fee was based on an account balance of \$494.65, which was your account balance on the late fee transaction date.

Please note that if we received your pay by phone or online payment between 5 p.m. ET and midnight ET on the last day of your billing period, your payment will not be reflected until your next statement.

TRANSACTIONS

Trans Date	Location/Description	Reference #	Amount
04/13	HOME DEPOT.COM 1-800-430-3376	WD13000605330556	\$ 59.99
04/27	THE HOME DEPOT ST. CLOUD FL	1050605	\$ 270.49
PAYMENTS, CREDITS, FEES AND ADJUSTMENTS			
05/08	LATE FEE		\$ 25.00

60 DAY TERMS	Original Amount	Date of Purchase(s)	Previous Balance	Payments and Credits	New Balance	Term End Date
60 DAYS NO INT-MIN PMT REQ	\$164.17	04/03/18	\$164.17	-	\$164.17	06/02/18
60 DAYS NO INT-MIN PMT REQ	\$59.99	04/13/18	-	-	\$59.99	06/12/18
60 DAYS NO INT-MIN PMT REQ	\$270.49	04/27/18	-	-	\$270.49	06/26/18

All qualifying transactions made in one day are combined into a single amount.

PURCHASE HISTORY	
Year to Date	\$1,018.75
Life to Date	\$57,203.00


PRO new!

THOUSANDS OF PRODUCTS FROM THE MOST POPULAR BRANDS IN WORK WEAR AND BOOTS

The Home Depot® has expanded the assortment in work wear and work boots, with new products being added to homedepot.com/workwear. Shop confidently with free returns.

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Statements show you exactly how much you've spent, how much you owe, when you owe it and your available credit.

The information is "bucketed" into sections that make it simple to find what you're looking for and is written in normal, everyday language.

7Cvi

STATEWIDE MUTUAL AID AGREEMENT (SMAA)

INFORMATION SHEET

The Statewide Mutual Aid Agreement (SMAA) has been updated for 2018. To make sure that all of the counties are working under the most recent version of the agreement, the Florida Division of Emergency Management is requesting that all counties update their agreements to the 2018 version.

The 2018 update includes the following provisions:

Allowing the SMAA to be used for smaller events; no declaration of a state of emergency is needed for the agreement to be activated. This allows for a formal mutual aid process for the entities within Florida to use.

In using the SMAA for mutual aid, the requesting entity agrees to reimburse the assisting party per the terms of reimbursement in the SMAA. However, if the terms for reimbursement are to vary from the provisions of the SMAA, this needs to be specified via the Form B, and signed off by both parties prior to the assistance being rendered.

The SMAA automatically renews each year; only the contact information needs to be updated by using the Form C each year.

Signing the Agreement:

A copy of the SMAA with **original signature** should be submitted, or two if you need one signed by FDEM and returned for your records.

Counties should sign **PAGE 15** of the agreement.

Cities should sign **PAGE 16** of the agreement.

Educational Districts should sign **PAGE 17** of the agreement.

Community Colleges or State Universities should sign **PAGE 18** of the agreement.

Special Districts should sign **PAGE 19** of the agreement.

Authorities should sign **PAGE 20** of the agreement.

Native American Tribes should sign **PAGE 21** of the agreement.

Community Development Districts should sign **PAGE 22** of the agreement.

REQUIRED Documentation to Accompany the Agreement:

A cover letter stating an address to send the copy of the agreement back for your records.

A completed copy of Form C, **PAGE 23** of the agreement. Form C should be updated annually or as elections or appointments occur.

A Certificate of Liability Insurance or Resolution of Self Insurance.

Signed Agreements should be sent to:

Florida Division of Emergency Management

ATTN: Alonna Vinson

Bureau of Response, Logistics Section

2555 Shumard Oak Blvd

Tallahassee, FL 32399

FDEM Contact Information:

Alonna Vinson

Mutual Aid Branch Director & EMAC Coordinator

Bureau of Response | Logistics Section

Alonna.Vinson@em.myflorida.com

O: 850-815-4280

C: 850-901-8456



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

WESLEY MAUL
Director

STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("Division") and the local government signing this Agreement (the "Participating Parties"). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

ARTICLE I.

Definitions. As used in this Agreement, the following expressions shall have the following meanings:

A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).

B. The “Division” is the Division of Emergency Management

C. The “Participating Parties” to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The “Requesting Parties” to this Agreement are Participating Parties who request assistance during an emergency.

E. The “Assisting Parties” to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The “State Emergency Operations Center” is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The “Comprehensive Emergency Management Plan” is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The “State Coordinating Officer” is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The “Period of Assistance” is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An “educational district” is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A “local government” is any educational district or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

ARTICLE II.

Applicability of the Agreement. A Participating Party may request assistance under this Agreement for a “major” or “catastrophic disaster” as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a “minor” disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a “minor disaster” or other such emergencies.

ARTICLE III.

Invocation of the Agreement. In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

ARTICLE IV.

Responsibilities of Requesting Parties. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

ARTICLE V.

Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

ARTICLE VI.

Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

ARTICLE VII.

Procedures for Reimbursement. Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

ARTICLE VIII.

Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B), or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX.

Insurance. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X.

General Requirements. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

ARTICLE XI.

Effect of Agreement. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

ARTICLE XII.

Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

COMMUNITY DEVELOPMENT DISTRICT,
STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

Date: _____

FORM C

CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: _____

Mailing Address: _____

Authorized Representative Contact Information

Primary Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

1st Alternate Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

2nd Alternate Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

*****PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR*****

**SAMPLE AUTHORIZING RESOLUTION
FOR ADOPTION OF
STATEWIDE MUTUAL AID AGREEMENT**

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____
_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by _____ on _____.

BY: _____

TITLE: _____

DATE: _____

STATEWIDE MUTUAL AID AGREEMENT
Type or print all information except signatures
Form B

PART I**TO BE COMPLETED BY THE REQUESTING PARTY**

Date:		Time:		HRS		Mission No:	
		(local)					
Point of Contact:		Telephone No:			E-mail address:		
Requesting Party:				Assisting Party:			
Incident Requiring Assistance:							
Type of Assistance/Resources Needed (use Part IV for additional space)							
Date & Time Resources Needed:					Location (address):		
Approximated Date/Time Resources Released:							
Authorized Official's Name:				Signature:			
Title:			Agency:				

PART II**TO BE COMPLETED BY THE ASSISTING PARTY**

Contact Person:		Telephone No:		E-mail address:	
Type of Assistance Available:					
Date & Time Resources Available				To:	
Location (address):					
Approximate Total cost for mission:	\$				
Travel: \$	Personnel: \$	Equipment & Materials: \$	Contract Rental: \$		
Logistics Required from Requesting Party	Yes <input type="checkbox"/>	(Provide information on attached Part IV)			No <input type="checkbox"/>
Authorized Official's Name:				Title:	
Date:		Signature:			Local Mission No:

PART III**TO BE COMPLETED BY THE REQUESTING PARTY**

Authorized Official's Name:			Title:	
Signature:			Agency:	

PART IV

STATEWIDE MUTUAL AID AGREEMENT
Type or print all information except signatures
Form B (continued)

MISCELLANEOUS ITEMS / OTHER MISSION INFORMATION

FEMA's SCHEDULE OF EQUIPMENT RATES

**DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY**

RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, DC 20472

The rates on this Schedule of Equipment Rates are for applicant owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES
DECLARED BY THE PRESIDENT ON OR AFTER SEPTEMBER 1, 2017.

FEMA Code ID		Equipment Description					
Cost Code	Equipment	Specifications	Capacity or Size	HP	Notes	Unit	2017 Rate
8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hour	\$1.51
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hour	\$8.84
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included.	hour	\$11.14
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hour	\$18.39
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included.	hour	\$30.47
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included.	hour	\$48.71
8016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included.	hour	\$92.88
8017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included.	hour	\$96.96
8040	Ambulance			to 150		hour	\$28.00
8041	Ambulance			to 210		hour	\$40.50
8050	Board, Arrow			to 8	Trailer Mounted.	hour	\$4.43
8051	Board, Message			to 5	Trailer Mounted.	hour	\$11.61
8060	Auger, Portable	Hole Diameter	16 In	to 6		hour	\$2.14
8061	Auger, Portable	Hole Diameter	18 In	to 13		hour	\$4.30
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 In	to 13	Includes digger, boom and mounting hardware.	hour	\$3.16
8063	Auger, Truck Mntd	Max. Auger Size	24 In	to 100	mounting hardware. Add this rate to tractor rate for total	hour	\$34.28
8064	Hydraulic Post Driver					hour	\$35.10
8065	Auger	Horizontal Directional Boring Machine	250 X 100	300	DD-140B YR-2003	hour	\$169.40
8066	Auger	Horizontal Directional Boring Machine	50 X 100			hour	\$31.95
8067	Auger, Directional Boring Machine	Auger, Directional Boring Machine				hour	\$36.97
8070	Automobile			to 130	Transporting people.	mile	\$0.535
8071	Automobile			to 130	Transporting cargo.	hour	\$12.32
8072	Automobile, Police			to 250	Patrolling.	mile	\$0.535
8073	Automobile, Police			to 250	Stationary with engine running.	hour	\$15.69
8075	Motorcycle, Police					mile	\$0.505
8076	Automobile - Chevy Trailblazer	6 or 8 cl		285 to 300		hour	\$22.00
8077	Automobile - Ford Expedition	Fire Command Center				hour	\$19.00
8080	All Terrain Vehicle (ATV)	Engine 110cc, 4-Wheel; 20" tyre		6.5-7.5		hour	\$8.20
8081	All Terrain Vehicle (ATV)	Engine 125cc, 4-Wheel; 21" tyre		7.6-8.6		hour	\$8.50
8082	All Terrain Vehicle (ATV)	Engine 150cc, 4-Wheel; 22" tyre		9.0-10.0		hour	\$8.51
8083	All Terrain Vehicle (ATV)	Engine 200cc, 4-Wheel; 24" tyre		12-14.0		hour	\$9.00
8084	All Terrain Vehicle (ATV)	Engine 250cc, 4-Wheel; 24" tyre		15-17		hour	\$9.40

8085	All Terrain Vehicle (ATV)	Engine 300cc, 4-Wheel; 24" tyre		18-20		hour	\$10.20
8086	All Terrain Vehicle (ATV)	Engine 400cc, 4-Wheel; 25" tyre		26-28		hour	\$11.64
8087	All Terrain Vehicle (ATV)	Engine 450cc, 4-Wheel; 25" tyre		26-28		hour	\$12.40
8088	All Terrain Vehicle (ATV)	Engine 650cc, 4-Wheel; 25" tyre		38-40		hour	\$13.20
8089	All Terrain Vehicle (ATV)	Engine 750cc, 4-Wheel; 25" tyre		44-46		hour	\$14.00
8110	Barge, Deck	Size	50'x35'x7.25'			hour	\$49.10
8111	Barge, Deck	Size	50'x35'x9'			hour	\$58.70
8112	Barge, Deck	Size	120'x45'x10'			hour	\$109.50
8113	Barge, Deck	Size	160'x45'x11"			hour	\$133.75
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	\$317.54
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	\$358.65
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	\$569.00
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	\$1,094.24
8124	Airboat	815AGIS Airboat w/spray unit	15'x8'	400		hour	\$31.00
8125	Airboat	815AGIS Airboat w/spray unit	15'x8'	425		hour	\$31.95
8126	Swamp Buggy	Conquest		360		hour	\$39.25
8129	Compactor -2-Ton Pavement Roller	2 ton				hour	\$28.25
8130	Boat, Row				Heavy duty.	hour	\$1.44
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	\$12.00
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	\$16.50
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	\$217.20
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	\$267.35
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	\$325.35
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	\$358.50
8140	Boat, Tug	Length	16 Ft	to 100		hour	\$42.60
8141	Boat, Tug	Length	18 Ft	to 175		hour	\$62.55
8142	Boat, Tug	Length	26 Ft	to 250		hour	\$78.95
8143	Boat, Tug	Length	40 Ft	to 380		hour	\$196.50
8144	Boat, Tug	Length	51 Ft	to 700		hour	\$271.85
8147	Boat, Inflatable Rescue Raft	Zodiac				hour	\$1.10
8148	Boat, Runabout	1544 lbs	11 passenger capacity	190-250		hour	\$62.55
8149	Boat, removable engine	2000 Johnson Outboard Motor w 15" shaft		15		hour	\$1.50
8150	Broom, Pavement	Broom Length	72 In	to 35		hour	\$24.50
8151	Broom, Pavement	Broom Length	96 In	to 100		hour	\$27.60
8153	Broom, Pavement, Mntd	Broom Length	72 In	to 18	Add Prime Mover cost for total rate	hour	\$6.20
8154	Broom, Pavement, Pull	Broom Length	84 In	to 20	Add Prime Mover cost for total rate	hour	\$20.77
8157	Sweeper, Pavement			to 110		hour	\$76.70
8158	Sweeper, Pavement			to 230		hour	\$96.80
8180	Bus			to 150		hour	\$20.95
8181	Bus			to 210		hour	\$25.45
8182	Bus			to 300		hour	\$38.35
8183	Blower	Gasoline powered Toro Pro Force		27		hour	\$15.37
8184	Back-Pack Blower			to 4.4		hour	\$1.50
8185	Walk-Behind Blower			13		hour	\$6.50
8187	Chainsaw	20" Bar, 3.0 cu in				hour	\$1.40
8188	Chainsaw	20" Bar 5.0 cu in				hour	\$2.45
8189	Chainsaw	20" Bar 6.0 cu in				hour	\$2.65
8190	Chain Saw	Bar Length	16 In			hour	\$1.70
8191	Chain Saw	Bar Length	25 In			hour	\$3.45
8192	Chain Saw, Pole	Bar Size	18 In			hour	\$1.25
8193	Skidder	model 748 E		to 173		hour	\$52.70
8194	Skidder	model 648 G11		to 177		hour	\$104.30
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	\$115.35
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	\$129.35
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	\$136.30

8198	Bruncher Cutter	Cutter, Brush - 247 hp, 1997 Model 511 Feller		to 247		hour	\$187.75
8199	Log Trailer	40 ft				hour	\$9.90
8200	Chipper, Brush	Chipping Capacity	6 In	to 35	Trailer Mounted.	hour	\$8.60
8201	Chipper, Brush	Chipping Capacity	9 In	to 65	Trailer Mounted.	hour	\$16.86
8202	Chipper, Brush	Chipping Capacity	12 In	to 100	Trailer Mounted.	hour	\$24.31
8203	Chipper, Brush	Chipping Capacity	15 In	to 125	Trailer Mounted.	hour	\$35.00
8204	Chipper, Brush	Chipping Capacity	18 In	to 200	Trailer Mounted.	hour	\$50.10
8208	Loader - Tractor - Knuckleboom	model Barko 595 ML		to 173		hour	\$161.89
8209	Loader - Wheel	model 210 w/ Buck Saw 50 inch Bar		to 240		hour	\$97.00
8210	Clamshell & Dragline, Crawler		149,999 lbs	to 235	Bucket not included in rate.	hour	\$127.40
8211	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate.	hour	\$166.20
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	\$145.00
8220	Compactor			to 10		hour	\$15.10
8221	Compactor, towed, Vibratory Drum			to 45		hour	\$31.70
8222	Compactor, Vibratory, Drum			to 75		hour	\$22.30
8223	Compactor, pneumatic, wheel			to 100		hour	\$26.00
8225	Compactor, Sanitation			to 300		hour	\$92.75
8226	Compactor, Sanitation			to 400		hour	\$152.30
8227	Compactor, Sanitation			535		hour	\$249.75
8228	Compactor, towed, Pneumatic, Wheel		10000 lbs		Include prime mover rate	hour	\$17.00
8229	Compactor, towed, Drum Static		20000 lbs		Include prime mover rate	hour	\$15.80
8240	Feeder, Grizzly			to 35		hour	\$22.20
8241	Feeder, Grizzly			to 55		hour	\$32.45
8242	Feeder, Grizzly			to 75		hour	\$64.25
8250	Dozer, Crawler			to 75		hour	\$51.30
8251	Dozer, Crawler			to 105		hour	\$38.30
8252	Dozer, Crawler			to 160		hour	\$93.74
8253	Dozer, Crawler			to 250		hour	\$149.75
8254	Dozer, Crawler			to 360		hour	\$201.10
8255	Dozer, Crawler			to 565		hour	\$311.80
8256	Dozer, Crawler			to 850		hour	\$294.10
8260	Dozer, Wheel			to 300		hour	\$61.00
8261	Dozer, Wheel			to 400		hour	\$94.10
8262	Dozer, Wheel			to 500		hour	\$178.65
8263	Dozer, Wheel			to 625		hour	\$239.60
8269	Box Scraper	3 hitch attach for tractor; 2007 Befco				hour	\$3.50
8270	Bucket, Clamshell	Capacity	1.0 CY		Includes teeth. Does not include Clamshell & Dragline	hour	\$4.62
8271	Bucket, Clamshell	Capacity	2.5 CY		Includes teeth. Does not include Clamshell & Dragline	hour	\$8.73
8272	Bucket, Clamshell	Capacity	5.0 CY		Includes teeth. Does not include Clamshell & Dragline	hour	\$13.10
8273	Bucket, Clamshell	Capacity	7.5 CY		Includes teeth. Does not include Clamshell & Dragline	hour	\$22.40
8275	Bucket, Dragline	Capacity	2.0 CY		Does not include Clamshell & Dragline	hour	\$3.96
8276	Bucket, Dragline	Capacity	5.0 CY		Does not include Clamshell & Dragline	hour	\$9.90
8277	Bucket, Dragline	Capacity	10 CY		Does not include Clamshell & Dragline	hour	\$14.10
8278	Bucket, Dragline	Capacity	14 CY		Does not include Clamshell & Dragline	hour	\$18.65
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	\$18.00
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	\$34.20
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	\$52.70
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	\$153.00

8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	\$264.50
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	\$223.70
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	\$455.00
8287	Excavator	2007 model Gradall XL3100 III		184		hour	\$105.46
8288	Excavator	2003 model Gradall XL4100 III		238		hour	\$113.20
8289	Excavator	2006 model Gradall XL5100		230		hour	\$88.80
8290	Trowel, Concrete	Diameter	48 In	to 12		hour	\$4.80
8300	Fork Lift	Capacity	6000 Lbs	to 60		hour	\$13.00
8301	Fork Lift	Capacity	12000 Lbs	to 90		hour	\$18.50
8302	Fork Lift	Capacity	18000 Lbs	to 140		hour	\$24.00
8303	Fork Lift	Capacity	50000 Lbs	to 215		hour	\$51.40
8306	Fork Lift Material handler	Diesel, CAT TH360B	6600-11500 gvw lbs	99.9		hour	\$27.90
8307	Fork Lift Material handler	Diesel, CAT TH460B		99.9		hour	\$30.15
8308	Fork Lift Material handler	Diesel, CAT TH560B		99.9		hour	\$35.80
8309	Fork Lift Accessory	2003 ACS Paddle Fork				hour	\$3.46
8310	Generator	Prime Output	5.5 KW	to 10		hour	\$3.35
8311	Generator	Prime Output	16 KW	to 25		hour	\$7.45
8312	Generator	Prime Output	43 KW	to 65		hour	\$15.00
8313	Generator	Prime Output	100 KW	to 125		hour	\$34.95
8314	Generator	Prime Output	150 KW	to 240		hour	\$50.00
8315	Generator	Prime Output	210 KW	to 300		hour	\$62.45
8316	Generator	Prime Output	280 KW	to 400		hour	\$80.40
8317	Generator	Prime Output	350 KW	to 500		hour	\$90.50
8318	Generator	Prime Output	530 KW	to 750		hour	\$153.30
8319	Generator	Prime Output	710 KW	to 1000		hour	\$222.00
8320	Generator	Prime Output	1100 KW	to 1500	Open	hour	\$349.00
8321	Generator	Prime Output	2500 KW	to 3000		hour	\$533.75
8322	Generator	Prime Output	1,000 KW	to 1645	Enclosed	hour	\$403.30
8323	Generator	Prime Output	1,500 KW	to 2500	Enclosed	hour	\$511.22
8324	Generator	Prime Output	1100KW	2500	Enclosed	hour	\$495.80
8325	Generator	Prime Output	40KW	60		hour	\$14.80
8326	Generator	Prime Output	20KW	40		hour	\$13.32
8330	Graders	Moldboard Size	10 Ft	to 110	Includes Rigid and Articulate equipment.	hour	\$43.30
8331	Graders	Moldboard Size	12 Ft	to 150	Includes Rigid and Articulate equipment.	hour	\$46.50
8332	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment.	hour	\$67.50
8350	Hose, Discharge	Diameter	3 In		Per 25 foot length. Includes couplings.	hour	\$0.15
8351	Hose, Discharge	Diameter	4 In		Per 25 foot length. Includes couplings.	hour	\$0.24
8352	Hose, Discharge	Diameter	6 In		Per 25 foot length. Includes couplings.	hour	\$0.60
8353	Hose, Discharge	Diameter	8 In		Per 25 foot length. Includes couplings.	hour	\$0.60
8354	Hose, Discharge	Diameter	12 In		Per 25 foot length. Includes couplings.	hour	\$0.90
8355	Hose, Discharge	Diameter	16 In		Per 25 foot length. Includes couplings.	hour	\$1.70
8356	Hose, Suction	Diameter	3 In		Per 25 foot length. Includes couplings.	hour	\$0.30
8357	Hose, Suction	Diameter	4 In		Per 25 foot length. Includes couplings.	hour	\$0.35
8358	Hose, Suction	Diameter	6 In		Per 25 foot length. Includes couplings.	hour	\$1.15
8359	Hose, Suction	Diameter	8 In		Per 25 foot length. Includes couplings.	hour	\$1.10
8360	Hose, Suction	Diameter	12 In		Per 25 foot length. Includes couplings.	hour	\$1.70
8361	Hose, Suction	Diameter	16 In		Per 25 foot length. Includes couplings.	hour	\$3.15
8380	Loader, Crawler	Bucket Capacity	0.5 CY	to 32	Includes bucket.	hour	\$14.66

8381	Loader, Crawler	Bucket Capacity	1 CY	to 60	Includes bucket.	hour	\$34.30
8382	Loader, Crawler	Bucket Capacity	2 CY	to 118	Includes bucket.	hour	\$68.10
8383	Loader, Crawler	Bucket Capacity	3 CY	to 178	Includes bucket.	hour	\$101.30
8384	Loader, Crawler	Bucket Capacity	4 CY	to 238	Includes bucket.	hour	\$120.00
8390	Loader, Wheel	Bucket Capacity	0.5 CY	to 38		hour	\$20.10
8391	Loader, Wheel	Bucket Capacity	1 CY	to 60		hour	\$36.90
8392	Loader, Wheel	Bucket Capacity	2 CY	to 105	CAT-926	hour	\$35.50
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour	\$43.85
8394	Loader, Wheel	Bucket Capacity	4 CY	to 200		hour	\$59.30
8395	Loader, Wheel	Bucket Capacity	5 CY	to 250		hour	\$64.00
8396	Loader, Wheel	Bucket Capacity	6 CY	to 305		hour	\$104.00
8397	Loader, Wheel	Bucket Capacity	7 CY	to 360		hour	\$124.50
8398	Loader, Wheel	Bucket Capacity	8 CY	to 530		hour	\$171.40
8401	Loader, Tractor, Wheel	Bucket Capacity	0.87 CY	to 80	Case 580 Super L	hour	\$33.73
8410	Mixer, Concrete Portable	Batching Capacity	10 Cft			hour	\$3.05
8411	Mixer, Concrete Portable	Batching Capacity	12 Cft	11		hour	\$4.00
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 Cft	to 10		hour	\$12.70
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 Cft	to 25		hour	\$19.60
8419	Breaker, Pavement Hand-Held	Weight	25~90 Lbs			hour	\$1.10
8420	Breaker, Pavement			to 70		hour	\$57.45
8423	Spreader, Chip	Spread Hopper Width	12.5 Ft	to 152		hour	\$85.85
8424	Spreader, Chip	Spread Hopper Width	16.5 Ft	to 215		hour	\$116.60
8425	Spreader, Chip, Mntd	Hopper Size	8 Ft	to 8	Trailer & truck mounted.	hour	\$4.60
8430	Paver, Asphalt, Towed				Does not include Prime Mover.	hour	\$12.40
8431	Paver, Asphalt			to 50	Includes wheel and crawler equipment.	hour	\$73.76
8432	Paver, Asphalt			to 125	Includes wheel and crawler equipment.	hour	\$95.10
8433	Paver, Asphalt			to 175	Includes wheel and crawler equipment.	hour	\$126.80
8434	Paver, Asphalt		35,000Lbs & Over	to 250	Includes wheel and crawler equipment.	hour	\$209.65
8436	Pick-up, Asphalt			to 110		hour	\$96.85
8437	Pick-up, Asphalt			to 150		hour	\$135.00
8438	Pick-up, Asphalt			to 200		hour	\$93.50
8439	Pick-up, Asphalt			to 275		hour	\$204.00
8440	Striper	Paint Capacity	40 Gal	to 22		hour	\$16.20
8441	Striper	Paint Capacity	90 Gal	to 60		hour	\$22.90
8442	Striper	Paint Capacity	120 Gal	to 122		hour	\$42.60
8445	Striper, Truck Mntd	Paint Capacity	120 Gal	to 460		hour	\$78.60
8446	Striper, Walk-behind	Paint Capacity	12 Gal			hour	\$4.00
8447	Paver accessory -Belt Extension	2002 Leeboy Conveyor Belt Extension			crawler	hour	\$32.50
8450	Plow, Snow, Grader Mntd	Width	to 10 Ft		Include Grader for total cost	hour	\$28.00
8451	Plow, Snow, Grader Mntd	Width	to 14 Ft		Include Grader for total cost	hour	\$32.90
8452	Plow, Truck Mntd	Width	to 15 Ft		Include truck for total cost	hour	\$24.35
8453	Plow, Truck Mntd	Width	to 15 Ft		With leveling wing. Include truck for total cost	hour	\$40.80
8455	Spreader, Sand	Mounting	Tailgate, Chassis			hour	\$7.35
8456	Spreader, Sand	Mounting	Dump Body			hour	\$10.45
8457	Spreader, Sand	Mounting	Truck (10yd)			hour	\$13.15
8458	Spreader, Chemical	Capacity	5 CY	to 4	Trailer & truck mounted.	hour	\$6.00
8469	Pump - Trash Pump	10 MTC	2" Pump	to 7	10,000 gph	hour	\$7.25
8470	Pump	Centrifugal, 8M pump	2" - 10,000 gal/hr.	to 4.5	Hoses not included.	hour	\$6.10
8471	Pump	Diaphragm pump	2" - 3,000 gal/hr.	to 6	Hoses not included.	hour	\$6.75
8472	Pump	Centrifugal, 18M pump	3" - 18,000 gal/hr. pump	to 10	Hoses not included.	hour	\$7.99
8473	Pump			to 15	Hoses not included.	hour	\$10.30
8474	Pump			to 25	Hoses not included.	hour	\$13.60
8475	Pump			to 40	Hoses not included.	hour	\$16.65
8476	Pump	4" - 40,000 gal/hr.	4" - 40,000 gal/hr.	to 60	Hoses not included.	hour	\$27.10

8477	Pump			to 95	Hoses not included.	hour	\$32.00
8478	Pump			to 140	Hoses not included.	hour	\$41.50
8479	Pump			to 200	Hoses not included.	hour	\$49.90
8480	Pump			to 275	Does not include Hoses.	hour	\$66.85
8481	Pump			to 350	Does not include Hoses.	hour	\$82.00
8482	Pump			to 425	Does not include Hoses.	hour	\$96.60
8483	Pump			to 500	Does not include Hoses.	hour	\$114.00
8484	Pump			to 575	Does not include Hoses.	hour	\$133.30
8485	Pump			to 650	Does not include Hoses.	hour	\$154.70
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$11.38
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$20.54
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$39.00
8489	Aerial Lift, Truck Mntd	Max. Platform Load - 600Lbs	81 Ft -100 Ft. Ht.		Add this rate to truck rate for total lift and truck rate	hour	\$39.50
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 Ft. Ht.	to 15	Articulated, Telescoping, Scissor.	hour	\$8.95
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft. Ht.	to 30	Articulated, Telescoping, Scissor.	hour	\$16.10
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft. Ht.	to 50	Articulated, Telescoping, Scissor.	hour	\$29.26
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 Ft. Ht.	to 85	Articulated and Telescoping.	hour	\$55.65
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 Ft. Ht.	to 130	Articulated and Telescoping.	hour	\$70.15
8495	I.C. Aerial Lift, Self-Propelled	Max. Platform Load - 500 Lbs	75"x155", 40Ft Ht.	to 80	2000 Lbs Capacity	hour	\$28.95
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 Lbs		Include truck rate for total cost	hour	\$14.90
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 Lbs		Include truck rate for total cost	hour	\$22.40
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 Lbs		Include truck rate for total cost	hour	\$36.50
8499	Pump - Trash-Pump	CPB Rating - 10MTC	10000 gal/Hr	7	Self- Priming Trash Pump	hour	\$7.55
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	\$38.70
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	\$66.90
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	\$90.00
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	\$178.60
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	\$243.20
8510	Saw, Concrete	Blade Diameter	14 In	to 14		hour	\$7.20
8511	Saw, Concrete	Blade Diameter	26 In	to 35		hour	\$12.00
8512	Saw, Concrete	Blade Diameter	48 In	to 65		hour	\$25.10
8513	Saw, Rock			to 100		hour	\$33.50
8514	Saw, Rock			to 200		hour	\$63.00
8517	Jackhammer (Dry)	Weight Class	25-45 Lbs			hour	\$1.66
8518	Jackhammer (Wet)	Weight Class	30-55 Lbs			hour	\$1.84
8521	Scraper	Scraper Capacity	16 CY	to 250		hour	\$107.15
8522	Scraper	Scraper Capacity	23 CY	to 365		hour	\$155.50
8523	Scraper	Scraper Capacity	34 CY	to 475		hour	\$270.00
8524	Scraper	Scraper Capacity	44 CY	to 600		hour	\$265.70
8540	Loader, Skid-Steer	Operating Capacity	1000 Lbs	to 35		hour	\$14.15
8541	Loader, Skid-Steer	Operating Capacity	2000 Lbs	to 65		hour	\$37.00
8542	Loader, Skid-Steer	Operating Capacity	3000 Lbs	to 85		hour	\$36.05
8550	Snow Blower, Truck Mntd	Capacity	600 Tph	to 75	Does not include truck	hour	\$34.60
8551	Snow Blower, Truck Mntd	Capacity	1400 Tph	to 200	Does not include truck	hour	\$94.00
8552	Snow Blower, Truck Mntd	Capacity	2000 Tph	to 340	Does not include truck	hour	\$142.50
8553	Snow Blower, Truck Mntd	Capacity	2500 Tph	to 400	Does not include truck	hour	\$154.80
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	\$2.80
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	\$14.10
8560	Snow Blower	Capacity	2,000 Tph	to 400		hour	\$234.00
8561	Snow Blower	Capacity	2,500 Tph	to 500		hour	\$255.00
8562	Snow Blower	Capacity	3,500 Tph	to 600		hour	\$284.00

8569	Dust Control De-Ice Unit	1300-2000 gal	173"Lx98"Wx51"H	5.5	Hydro Pump w/100' 1/2" hose	hour	\$3.45
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Loader and Backhoe Buckets included.	hour	\$22.15
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets included.	hour	\$29.50
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour	\$38.60
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets included.	hour	\$47.77
8580	Distributor, Asphalt	Tank Capacity	500 Gal		burners, insulated tank, and circulating spray bar.	hour	\$14.76
8581	Distributor, Asphalt	Tank Capacity	1000 Gal		burners, insulated tank, and circulating spray bar. Include	hour	\$21.30
8582	Distributor, Asphalt	Tank Capacity	4000 Gal		burners, insulated tank, and circulating spray bar. Include	hour	\$30.15
8583	Distributor	ETNYRE Oil Distributor Model - PB348		300		hour	\$41.60
8584	Distributor	ETNYRE Quad Chip Spreader		280		hour	\$83.20
8590	Trailer, Dump	Capacity	20 CY		Does not include Prime Mover.	hour	\$11.36
8591	Trailer, Dump	Capacity	30 CY		Does not include Prime Mover.	hour	\$13.10
8600	Trailer, Equipment	Capacity	30 Tons			hour	\$14.15
8601	Trailer, Equipment	Capacity	40 Tons			hour	\$15.50
8602	Trailer, Equipment	Capacity	60 Tons			hour	\$18.85
8603	Trailer, Equipment	Capacity	120 Tons			hour	\$28.35
8610	Trailer, Water	Tank Capacity	4000 Gal		with sump and a rear spraybar.	hour	\$13.50
8611	Trailer, Water	Tank Capacity	6000 Gal		with sump and a rear spraybar.	hour	\$16.55
8612	Trailer, Water	Tank Capacity	10000 Gal		with sump and a rear spraybar.	hour	\$19.20
8613	Trailer, Water	Tank Capacity	14000 Gal		with sump and a rear spraybar.	hour	\$23.77
8614	Truck- Water Tanker	1000 gal. tank		175		hour	\$33.35
8620	Tub Grinder			to 440		hour	\$95.35
8621	Tub Grinder			to 630		hour	\$143.65
8622	Tub Grinder			to 760		hour	\$183.60
8623	Tub Grinder			to 1000		hour	\$322.00
8627	Horizontal Grinder	Model HG6000		630		hour	\$57.36
8628	Stump Grinder	1988 Vermeer SC-112		102		hour	\$47.00
8629	Stump Grinder	24" grinding wheel		110		hour	\$45.00
8630	Sprayer, Seed	Working Capacity	750 Gal	to 30	Does not include Prime Mover.	hour	\$14.00
8631	Sprayer, Seed	Working Capacity	1250 Gal	to 50	Trailer & truck mounted. Does not include Prime	hour	\$19.80
8632	Sprayer, Seed	Working Capacity	3500 Gal	to 115	Does not include Prime Mover.	hour	\$29.25
8633	Mulcher, Trailer Mntd	Working Capacity	7 TPH	to 35		hour	\$14.10
8634	Mulcher, Trailer Mntd	Working Capacity	10 TPH	to 55		hour	\$20.80
8635	Mulcher, Trailer Mntd	Working Capacity	20 TPH	to 120		hour	\$29.45
8636	Scraper	Soil Recycler WR 2400	w 317 gal fuel tank	563		hour	\$239.85
8637	Trailer CAT	Double Belly Bottom-dump Trailer	26 CY of soil in one dump	330	13 CY of soil each berry	hour	\$92.33
8638	Rake	Barber Beach Sand Rake 600HDr, towed				hour	\$15.40
8639	Chipper	Wildcat 626 Cougar Trommel Screen chipper w belt		125		hour	\$34.30
8640	Trailer, Office	Trailer Size	8' x 24'		Cargo Size 16ft	hour	\$1.95
8641	Trailer, Office	Trailer Size	8' x 32'		Cargo Size 24ft	hour	\$2.30
8642	Trailer, Office	Trailer Size	10' x 32'		Cargo Size 20ft	hour	\$2.65
8643	Trailer	Haz-Mat Equipment trailer	8'x18'			hour	\$37.75
8644	Trailer, Covered Utility Trailer	(7' X 16')				hour	\$5.65
8645	Trailer, Dodge Ram	8' x 24' shower trailer- 12 showers		101		hour	\$29.45
8646	Trailer, Dodge	32' flatbed water				hour	\$27.90
8650	Trencher			to 40	Wheel Mounted. Chain and Wheel.	hour	\$16.30

8651	Trencher			to 85	Wheel Mounted. Chain and Wheel.	hour	\$24.70
8654	Trencher accessories	2008 Griswold Trenchbox				hour	\$1.90
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	\$12.00
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	\$37.45
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	\$41.25
8670	Derrick, Hydraulic Digger	Max. Boom Length	60 Ft		alignment attachment. Include truck rate	hour	\$34.15
8671	Derrick, Hydraulic Digger	Max. Boom Length	90 Ft		alignment attachment. Include truck rate	hour	\$54.66
8680	Truck, Concrete Mixer	Mixer Capacity	13 CY	to 300		hour	\$82.35
8684	Truck, Fire	100 Ft Ladder				hour	\$100.00
8690	Truck, Fire	Pump Capacity	1000 GPM			hour	\$68.00
8691	Truck, Fire	Pump Capacity	1250 GPM			hour	\$72.25
8692	Truck, Fire	Pump Capacity	1500 GPM			hour	\$78.90
8693	Truck, Fire	Pump Capacity	2000 GPM			hour	\$81.40
8694	Truck, Fire Ladder	Ladder length	75 FT			hour	\$117.10
8695	Truck, Fire Ladder	Ladder length	150 FT			hour	\$142.75
8696	Truck, Fire	No Ladder		330	Rescure Equipment	hour	\$93.47
8700	Truck, Flatbed	Maximum Gvw	15000 Lbs	to 200		hour	\$20.60
8701	Truck, Flatbed	Maximum Gvw	25000 Lbs	to 275		hour	\$35.00
8702	Truck, Flatbed	Maximum Gvw	30000 Lbs	to 300		hour	\$27.10
8703	Truck, Flatbed	Maximum Gvw	45000 Lbs	to 380		hour	\$44.70
8708	Trailer, semi	48ft to 53ft, flat-bed, freight, two axle	50,000+ gvw			hour	\$8.45
8709	Trailer, semi	enclosed 48 ft to 53 ft, two axles	50,000+ gvw			hour	\$9.50
8710	Trailer, semi	28ft, single axle, freight	25,000 gvw			hour	\$9.70
8711	Flat bed utility trailer	6 ton				hour	\$3.10
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 CY		Truck Mounted.	hour	\$24.80
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 CY		Truck Mounted.	hour	\$31.30
8714	Vactor	800 Gal Spoils/400 Gal Water	500/800 gal	49		hour	\$82.75
8715	Truck, Hydro Vac	model LP555DT				hour	\$18.00
8716	Leaf Vac	Tow by Truck 22,000 cfm capacity		85	Leaf Vac + Truck Code 8811	hour	\$51.25
8717	Truck, Vacuum	60,000 GVW		400		hour	\$74.20
8719	Litter Picker	model 2007 Barber			towed by tractor	hour	\$9.60
8720	Truck, Dump	Struck Capacity	8 CY	to 220		hour	\$48.90
8721	Truck, Dump	Struck Capacity	10 CY	to 320		hour	\$60.77
8722	Truck, Dump	Struck Capacity	12 CY	to 400		hour	\$67.70
8723	Truck, Dump	Struck Capacity	18 CY	to 400		hour	\$75.50
8724	Truck, Dump, Off Highway	Struck Capacity	28 CY	to 450		hour	\$121.20
8725	Truck, Dump	Struck Capacity	14 CY	to 400		hour	\$77.80
8730	Truck, Garbage	Capacity	25 CY	to 255		hour	\$48.50
8731	Truck, Garbage	Capacity	32 CY	to 325		hour	\$55.90
8733	E-BAM Services	Environmental Beta Attenuation Air Monitor			Powered by Solar System	hour	\$3.00
8734	Attenuator, safety	that can stop a vehicle at 60 mph				hour	\$5.50
8735	Truck, Attenuator	2004 Truck Mounted for 60 mph				hour	\$3.85
8736	Truck, tow	1987 Chevy Kodiak 70		175		hour	\$27.70
8744	Van, Custom	Special Service Canteen Truck		350		hour	\$18.00
8745	Van, step	model MT10FD		300		hour	\$21.25
8746	Van-up to 15 passenger	light duty, class 1		225-300		hour	\$20.00
8747	Van-up to 15 passenger	light duty, class 2		225-300		hour	\$20.15
8748	Van-cargo	light duty, class 1		225 - 300		hour	\$22.25
8749	Van-cargo	light duty, class 2		225-300		hour	\$22.25
8750	Vehicle, Small			to 30		hour	\$6.40
8753	Vehicle, Recreational			to 10		hour	\$2.80
8755	Golf Cart	Capacity	2 person			hour	\$3.75
8761	Vibrator, Concrete			to 4		hour	\$1.60
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	\$3.10

8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	\$6.80
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	\$10.00
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	\$13.76
8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system.	hour	\$28.70
8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system.	hour	\$50.00
8788	Container & roll off truck	30 yds				hour	\$23.05
8789	Truck, Tractor	1997 Freightliner F120		430		hour	\$54.90
8790	Truck, Tractor	4 x 2	25000 lbs	to 210		hour	\$42.40
8791	Truck, Tractor	4 x 2	35000 lbs	to 330		hour	\$46.00
8792	Truck, Tractor	6 x 2	45000 lbs	to 360		hour	\$52.75
8794	Truck, freight	Enclosed w/lift gate. Medium duty class 5	gvwr 16000-19500 Lbs			hour	\$23.25
8795	Truck, backhoe carrier	Three axle, class 8, heavy duty	over 33000Lbs			hour	\$34.50
8796	Truck, freight	Enclosed w/lift gate. Heavy duty, class	7, 26,001 to 33,000 lbs gvwr			hour	\$31.00
8798	Truck	Tilt and roll-back, two axle, class 7 heavy duty,	to 33,000 gvwr			hour	\$32.00
8799	Truck,	Tilt and roll back, three axle. class 8 heavy duty	over 33,001+ gvwr			hour	\$40.60
8800	Truck, Pickup				When transporting people.	mile	\$0.54
8801	Truck, Pickup	1/2-ton Pickup Truck	4x2-Axle	160		hour	\$12.30
8802	Truck, Pickup	1-ton Pickup Truck	4x2-Axle	234		hour	\$17.65
8803	Truck, Pickup	1 1/4-ton Pickup Truck	4x2-Axle	260		hour	\$19.85
8804	Truck, Pickup	1 1/2-ton Pickup Truck	4x2-Axle	300		hour	\$22.25
8805	Truck, Pickup	1 3/4-ton Pickup Truck	4x2-Axle	300		hour	\$23.10
8806	Truck, Pickup	3/4-ton Pickup Truck	4x2-Axle	165		hour	\$13.40
8807	Truck, Pickup	3/4-ton Pickup Truck	4x4-Axle	285	Crew	hour	\$20.80
8808	Truck, Pickup	1-ton Pickup Truck	4x4-Axle	340	Crew	hour	\$22.85
8809	Truck, Pickup	1 1/4-ton Pickup Truck	4x4-Axle	360	Crew	hour	\$26.40
8810	Truck, Pickup	1 1/2-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$26.75
8811	Truck, Pickup	1 3/4-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$27.50
8820	Skidder accessory	2005 JCB Grapple Claw				hour	\$1.75
8821	Forklift, accessory	2005 ACS Grapple Bucket				hour	\$1.50
8822	Truck, Loader	Debris/Log (Knuckleboom Loader/Truck)		230		hour	\$52.26
8823	Chipper- Wood Recycler	Cat 16 engine		700		hour	\$115.00
8824	Skidder	model Cat 525B		up to 160		hour	\$62.90
8825	Skidder	40K lbs- model Cat 525C		161 and up		hour	\$118.77
8840	Truck, service	fuel and lube	up to 26,000 gvwr	215-225		hour	\$38.65
8841	Truck, fuel	2009 International 1,800 gal. storage tank		200		hour	\$30.50
8842	Mobile Command Trailer	(8' X 28') with 7.5 KW Generator				hour	\$14.66
8843	Mobile Response Trailer	(8' X 31') with 4.5 KW Generator?				hour	\$13.60
8844	Mobile Command Center	(unified) (RV) Ulitimaster MP-35	43 FT Long with Generator	400		hour	\$75.00
8845	Mobile Command Post Vehicle	(RV) (In- Motion)	22-Ft Long	340		hour	\$31.00
8846	Mobile Command Post Vehicle	(RV) (Stationary) w/9.6 KW Generator	22-Ft Long	340		hour	\$19.25
8847	Mobile Command Center (Trailer)	48'x8' Trailer, Fully Equiped Mobile Command Center	48-Ft Long			hour	\$29.45
8848	Mobile Command Center (Trailer)	48'x8' When being Moved w/Truck Tractor		310		hour	\$48.90
8849	Mobile Command Center	43'x8.5' x 13.5'H with self 30kw Generator				hour	\$52.00
8850	Mobile Command Center	2007-Freightliner MT-55, (RV)		260		hour	\$45.50
8851	Mobile Command Van	1990- Ford Econoline- Communication Van		230		hour	\$41.00
8852	Mobile Command Center	47.5' X 8.75 Fully Equip' (In motion) (RV)		410		hour	\$65.30
8853	Mobile Command Center	47.5' X 8.75 Fully Equip' (Stationary)		410		hour	\$45.00

8854	Mobile Command Vehicle	53' X 8.75 Fully Equip		480-550		hour	\$96.20
8870	Light Tower	Terex/Amida AL 4000. with (4) 500 watt lights	w/10kw power unit	13.5		hour	\$10.68
8871	Light Tower	2004 Allmand				hour	\$6.30
8872	SandBagger Machine	(Spider) automatic		4.5		hour	\$48.75
8900	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206B3		420		hour	\$474.00
8901	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206BR		420		hour	\$496.00
8902	Helicopter	Model Bell 206-L3 Jet Range Helicopter		650	Jet Range III-Helicopter	hour	\$582.00
8903	Helicopter	Model Bell 206L1 Long Ranger		650	Long Ranger	hour	\$596.00
8904	Helicopter	Model Bell 206LT Long Range Twinranger		450	Twinranger	hour	\$780.00
8905	Helicopter	Model Bell 407 EMS- Ambulance		250		hour	\$626.00
8906	Piper-Fixed wing	Model Navajo PA-31		310		hour	\$456.00
8907	Piper-Fixed wing	PA-31-350, Navajo Chieftn twin engine		350		hour	\$487.00
8908	Sikorsky Helicopter	Model UH-60 (Blackhawk) medium lift	Medium Lift	1890	Fire Fighter Same as S70C	hour	\$2,945.00
8909	Helicopter	Model UH-A (Blackhawk) Medium lift	Medium Lift	1890	Fire Fighter	hour	\$5,504.00
8910	Boeing Helicopter	Model CH-47 (Chinook) heavy lift	Heavy Lift	2850	Fire Fighter	hour	\$10,750.00
8911	Helicopter- light utility	Model Bell 407GX - 7 seater	7-Seaters	675	Passenger Aircraft	hour	\$621.00
8912	Helicopter- light utility	Model Bell 206L- 7 seater	7-Seaters	420	Passenger Aircraft	hour	\$596.00
8913	Helicopter	Model Bell-206L4		726		hour	\$576.00
8914	King Air 200 Turboprop Aircraft	Blackhawk King Air B200XP61		669		hour	\$1,316.00
8915	Turboprops Blackhawk Aircraft	Blackhawk Caravan XP42 A		850		hour	\$697.00
8916	Turboprops Blackhawk Aircraft	King Air C90 XP135 A		550		hour	\$1,075.00
8917	Aerostar Piston Aircraft	Aerostar 601P		290		hour	\$447.00
8943	Wire Puller Machine	Overhead Wire Pulling Machine		30	Overhead/Underground Wire Pulling Machine	hour	\$19.85
8944	Wire Tensioning Machine	3000 Lbs			Overhead Wire Tensioning Machine	hour	\$14.50
8945	Aerial Lift	model 2008 Genie Scissor Lift				hour	\$6.30

7Cvia

RESOLUTION 2018-5

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF HARMONY
COMMUNITY DEVELOPMENT DISTRICT APPROVING ADOPTION
AND EXECUTION OF THE STATEWIDE MUTUAL AID AGREEMENT.**

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by Harmony Community Development District that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference as **Exhibit "A"**.

PASSED AND ADOPTED by the Board of Supervisors of Harmony Community Development District this 28th day of June, 2018.

ATTEST:

Secretary/Asst. Secretary

I certify that the foregoing is an
accurate copy of Resolution 2018-5

**HARMONY COMMUNITY
DEVELOPMENT DISTRICT**

Chairman

Date: _____

Exhibit A: Statewide Mutual Aid Agreement

Eighth Order of Business

8A.

Harmony Community Development District

Steve Berube, Chairman
Ray Walls, Vice Chairman
William Bokunic, Assistant Secretary
Kerul Kassel, Assistant Secretary
David Farnsworth, Assistant Secretary

Bob Koncar, District Manager
Timothy Qualls, District Counsel
Steve Boyd, District Engineer
Gerhard van der Snel, Field Manager

June 19, 2018

To: Harmony CDD Board members
From: Alan J. Baldwin, Accounting Manager
Re: OUC reconciliation and other matters

After a long process, we are in agreement with the findings in the OUC reconciliation. The amount Harmony CDD paid were verified and the reconciliations calculations and formulas were reviewed. Though some of the reports were convoluted and not appropriately, or confusingly named, we feel this is accurate and verified as of January 1, 2016 to March 31, 2018.

There are a few other items pending, which are being addressed. Please see attached.

If you have any questions, please feel free to contact me.

Sincerely,

Alan J. Baldwin



The Reliable One

Account Number:

9899239921

Customer Name:

Harmony Community Dev District, Commercial

Lighting Charges Reconciliation - Summary						
# Lights	Project Name	Service Address	Issue	WAS BILLED	SHOULD HAVE BILLED	Difference
	*Investment Fixture & Poles	7255 E Irlo Bronson Memorial Hwy VL	Investment Pole & Fixtures under billed	\$ 620,028.18	\$ 681,276.25	\$ 61,248.08
	**Investment Other Cost	7255 E Irlo Bronson Memorial Hwy VL	Investment cost was over billed	\$ 381,603.33	\$ 288,188.83	\$ (93,414.51)
	***Maintenance Only	7255 E Irlo Bronson Memorial Hwy VL	None	\$ 51,784.61	\$ 51,784.61	\$ -
243	Original 243 Lights	7255 E Irlo Bronson Memorial Hwy VL	None	\$ 66,963.75	\$ 66,963.75	\$ -
35	Town Center- Maintenance Only	7255 E Irlo Bronson Memorial Hwy VL	None	\$ 10,002.69	\$ 10,002.69	\$ -
35	Town Center- Fixtures Only	7255 E Irlo Bronson Memorial Hwy VL	None	\$ 4,646.19	\$ 4,646.19	\$ -
22	Neighborhood O1	0 Five Oaks Dr	Taxes Billed in error(Municipal,Sales,Disc)	\$ 2,780.24	\$ 2,535.26	\$ (244.99)
54	Phase I	0 Five Oaks Dr	Investment & Taxes billed in error	\$ 17,581.21	\$ 5,086.08	\$ (12,495.13)
18	Neighborhood H2	0 Five Oaks Dr	Taxes Billed in error(Municipal,Sales,Disc)	\$ 4,169.84	\$ 3,807.63	\$ (362.20)
22	Neighborhood F	0 Schoolhouse Rd	Taxes Billed in error (Municipal,Sales,Disc)	\$ 4,033.93	\$ 3,698.59	\$ (335.34)
36	Neighborhood H1	7255 E Irlo Bronson Memorial Hwy VL	SA never set up - Energy, Fuel, Maintenance	N/A	N/A	
465				TOTAL CREDIT DUE		\$ (45,604.09)

Investment Billing Units		
Was Billed Units	Should Have Billed Units	Difference in Units Billed
891.30	823.67	(67.63)

Harmony Buyout Paydown Reconciliation

Location	Neighborhood D-1	Town Center	Total
Monthly Investment Cost	703.54	654.82	1,358.36
Actual Cost			
November	492.48	458.37	950.85
December	703.54	654.82	1,358.36
January	499.29	464.71	964.00
Buy out over payment			
Credit Due Harmony	\$ 1,695.30	\$ 1,577.90	\$ 3,273.21

Month Values	Calendar Days	Actual Days	Cost/Day - D/1	Cost/Day - Town Center
November	30	21	23.45	21.83
December	31	31	22.69	21.12
January	31	22	22.69	21.12
	92	74	68.84	64.07

Other concerns pending resolution:

Buyout over payment	Paid	Should have paid	Difference
	\$ 38,061.79	\$ 36,093.99	\$ (1,967.80)

April & May billing error
number of units 891 vs 823

To be corrected on the July invoice.

8B.

Lakewood Ranch sets conditions for removal of nuisance alligators

By KATHRYN MOSCHELLA - kmoschella@bradenton.com

April 15, 2015 12:00 AM

Updated April 14, 2015 11:11 PM

LAKEWOOD RANCH -- The Lakewood Ranch Operations and Maintenance Department now has a procedure to follow in removing nuisance alligators from community development district-owned properties.

A two-page document gives Inter-District Authority staff greater control and oversight of licensed, contracted trappers who must adhere to specific conditions and provisions while trapping on all CDD ponds and property. The document also lists five state-licensed trappers registered with the Florida Fish and Wildlife Conservation Commission.

In March, the Lakewood Ranch IDA obtained a five-year target harvest area permit from the FWC after a few residents questioned calls from other residents asking for removal of alligators when they might not pose a direct threat to safety. There is no record of any alligator attacking a human being in the history of the master-planned community.

The procedures require the IDA staff to record a detailed list of information as part of permit guidelines, including name and neighborhood of the complainant, pond number where the alligator was spotted, the trapper contacted and the reported size of alligator.

Latest news by email

The afternoon's latest local news

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"We're not changing the policy. The protocol is the same. The issue is better

control," said Steven Zielinski, IDA chief financial officer, during a workshop Monday with Community Development District 6 supervisors.

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When responding to a nuisance alligator call, IDA staff will now attempt to educate the caller on alligator behaviors and explain alligators over 4 feet will be destroyed and not relocated. Staff is not authorized to evaluate the temperament of the alligator nor deny requests for removal.

Community Development District 1 Supervisor Gary Burns said he felt the word "educate" could be more specific in the procedures.

CDD 1 Supervisor Alan Roth replied: "There are two sides to the argument -- kill or don't kill. Specificity would say you tried your best to satisfy both sides."

Alligator removal on any CDD-owned ponds or property must be authorized by IDA staff. The trapper must first obtain Lakewood Ranch operations authorization to access the property. Authorization is valid for 14 days only at the reported location or pond.

"This is the first time we are actually involved in the process where we would select a vendor. We're getting to know them now. But before we introduce ourselves to them, we want to make sure they meet our basic requirements," Lakewood Ranch Operations Director Ryan Heise told the supervisors.

Mating season for alligators is from mid-April through May.

Kathryn Moschella, Lakewood Ranch reporter can be reached at 941-745-7010. Follow her on Twitter @MoschellaHerald.

Read more here: <http://www.bradenton.com/news/local/community/lakewood-ranch-herald/article34876704.html#storylink=cpy>

Riverwood CDD

Nuisance Alligator Removal Procedure



Dear Residents,

It has come to our attention that the community has questions on when is it appropriate to remove alligators from Riverwood. The Riverwood Community Development District has put together the following nuisance alligator removal procedure to help give everyone a better understanding.

When is an alligator considered a "nuisance alligator"? Generally, alligators may be considered a nuisance when they are at least four feet in length and pose a threat to people or their pets or property. Alligators less than four feet in length are naturally fearful of people and are not generally capable of eating anything larger than a small turtle. They eat small fish, frogs, and other small animals. They are too small to be a threat to even small pets and pose no threat to people. They are typically not dangerous to people unless someone attempts to handle them. They are common in Florida, and the mere presence of a small alligator is not cause for concern, even when they turn up in places where people may not expect to see them such as retention ponds and drainage ditches. However, occasionally alligators more than four feet in length are legitimate problems and must be addressed. If an alligator more than four feet in length approaches people, does not retreat if approached, or is in a location that is not natural, **call Riverwood Security at 941-764-6822**. Riverwood Security will then contact the Nuisance Alligator Hotline and will give them permission to come onto the property to remove the alligator. What happens to nuisance alligators when they are removed by trappers? When a nuisance alligator trapper removes an alligator, that alligator becomes the property of the trapper (except in the case of an alligator bite on a human). In most cases, the alligator is killed and processed for its hide and meat. The sale of the hide and meat is the primary compensation for the nuisance alligator trapper. In a few cases, a nuisance alligator is sold live to an alligator farm, animal exhibit or zoo. The trapper is usually reimbursed with an amount equivalent to the market value of the alligator. However, the demand for live alligators by these establishments is low.

A few reminders:

It is illegal to feed alligators or entice them with food. This will cause the animal to lose its fear of humans, become dangerous, and have to be killed. Because alligators are ubiquitous in Florida, we have to assume that every lake has at least one; it is dangerous for you, your child, or your dog to wade or swim in any of the lakes in Riverwood. Alligators are hard to see if they are near the shore basking in the sun. Be sure to pay attention if you are going near water even in your own back yard.

For more information, go to the Florida Fish and Wildlife Conservation Commission site (<http://myfwc.com>)

If you have any questions or concerns regarding the removal of alligators please feel free to contact the Riverwood Security 941-764-6822.

Thank you,
Riverwood CDD Board of Supervisors