

**HARMONY
COMMUNITY DEVELOPMENT DISTRICT**

AGENDA PACKAGE

October 6, 2022

**Jones Homes
3285 Songbird Circle, St. Cloud FL 34773**

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

Call-in: 929-205-6099 Meeting ID: 4276669233#
Access Code: 4276669233 ("Harmony CDD")



313 CAMPUS STREET
CELEBRATION, FLORIDA 34747

Harmony Community Development District

Board Members:

Teresa Kramer, Chair
Daniel Leet, Vice-Chair
Kerul Kassel, Assistant Secretary
Jo Phillips, Assistant Secretary
Dane Short, Assistant Secretary

Staff:

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

Continued Meeting Agenda – Revised**

Thursday, October 6, 2022 - 6:00 pm

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1. **Call to Order and Roll Call**
 2. **Audience Comments** (*Limited to a Maximum of 3 Minutes*)
 3. **Consent Agenda**
 - A. Acceptance of the July 28, 2022 and August 15, 2022 Meeting Minutes..... Page 5
 - B. Acceptance of August 2022 Financial Statements Page 105
 - C. Approval of #268 Invoices and Check Register (*Invoices Available Upon Request*).....Page 120
 4. **Contractor's Report**
 - A. Servello
 - i. Inside Tree Trimming Proposal #7122.....Page 125
 - ii. Lifting and Trimming Trees #7185.....Page 128
 - iii. Discussion of Palm Trimming
 5. **Staff Reports**
 - A. Field Manager's ReportPage 132
 - B. Proposals
 - i. Proposals for HVAC (*Vent Fan for Swim Club Bathhouse*)Page 166
 - ii. Spies Splash Pad Pump and Installation.....Page 169
 - iii. 4M&J Services #56, Electrical at Dog Park Gazebo.....Page 171
 - iv. 4M&J Services #57, Buck Lane Park Electrical Repairs.....Page 173
 - v. JL Electrical #20221070, Electrical at 3340 Cat Brier Trail.....Page 175
 - vi. JL Electrical #20221071, Electrical at 6917 Beargrass Road.....Page 177
 - C. District Engineer Report
 - i. Estates Drainage
 - ii. Alleyway Paving
 - iii. Garden Road
 - D. District Counsel Report
 - E. District Manager Report
 - i. Discussion of RV Lot
 - a. Cost Analysis.....Page 180
 6. **New Business Matters**
 - A. Berger, Toombs, Elam, Gaines & Frank Audit Engagement Letter.....Page 183
 - B. Pegasus Fiscal Year 2023 District Engineer Services Proposal.....Page 195
 - C. Discussion of Donation of Royal Poinciana Tree (Nancy Snyder).....Page 201
 - D. Discussion of Removal of Concrete Pads Around Oak (*Pocket Park in Primrose Willow-Beargrass – Schoolhouse Alley Triangle*).....Page 204
 - E. Discussion of Amending Rules and Fees (Non-Resident User Fees/Access Card Fees)
 - F. Discussion of Staffing for Holidays
 - G. Tri-Party Succession Agreement.....Page 213**
 7. **Old Business**
 - A. Informational Signs.....Page 218
 - i. Supervisor Kramer Suggestions.....Page 226
 - ii. Supervisor Kassel Suggestions.....Page 234
 8. **Supervisors' Requests**
 9. **Adjournment**

The next meeting is scheduled for Thursday, October 27, 2022

District Office:

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

Meeting Location:

3285 Songbird Circle
St. Cloud FL 34773

Participate Remotely: Zoom <https://zoom.us/j/4276669233>
OR dial 929-205-6099, ID 4276669233

Section 3

Consent Agenda

Subsection 3A

Minutes

**MINUTES OF MEETING
HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harmony Community Development District (“District”) was held Thursday, July 28, 2022, at 6:00 p.m. at the Jones model home, 3285 Songbird Circle, St. Cloud, FL 34773,

Present and constituting a quorum were:

Teresa Kramer	Chair
Daniel Leet	Vice Chair
Kerul Kassel	Assistant Secretary
Joellyn Phillips	Supervisor
Dane Short	Supervisor

Also present, either in person or via Zoom Video Communications, were:

Angel Montagna	Manager: Inframark, Management Services
Michael Eckert	Attorney: Kutak Rock
David Hamstra	Engineer: Pegasus Engineering
Brenda Burgess	Inframark, Management Services
Sean Israel	Inframark, Management Services
Vincent Morrell	Inframark, Field Services
Brett Perez	Inframark, Field Services
Timothy Qualls	Young Qualls
Residents and Members of the Public	

This is not a certified or verbatim transcript but rather represents the context and summary of the meeting. The full meeting is available in audio format upon request. Contact the District Office for any related costs for an audio copy.

FIRST ORDER OF BUSINESS Call to Order and Roll Call

Ms. Kramer called the meeting to order at 6:00 p.m.

Ms. Kramer called the roll and indicated a quorum was present for the meeting.

Ms. Kramer stated by way of an administrative announcement, at our May meeting, the Board appointed a new member to fill the unexpired term of office for Mr. Steve Berube, who resigned because he moved out of Harmony and is no longer qualified to serve on the Board. Mr. Dane Short was appointed to fill his unexpired term and needs to be sworn in.

Mr. Short swore to the oaths of office, for the State of Florida and for the District.

Mr. Israel asked would you like to receive compensation for serving as a Supervisor?

Mr. Short stated yes.

Mr. Short joined the Board members at the dais.

Harmony CDD
July 28, 2022, meeting

Ms. Kramer introduced Ms. Burgess, previously with Severn Trent, who has an in-depth knowledge of Harmony. She has been with Celebration for the last number of years and is now returning to the Harmony team, where she will be working with us. She will be typing the minutes as the meeting progresses. We are working to streamline our minute production methodology and get them in good shape and provided to everyone earlier than they have been. We look forward to having her help us do that and many other things. Welcome back.

Ms. Burgess stated thank you. I have been in this industry for 26 years, and it is good to be back at Harmony.

SECOND ORDER OF BUSINESS Audience Comments

Ms. Kramer stated this is a time for members of the audience to come forward and offer any comments on items, whether they be on the agenda or not. Is not a time for back-and-forth discussion but a time your opinions, thoughts, and concerns for Harmony.

Ms. Muller stated I have a correction. You said the next meeting is August 15, which is a Monday.

Ms. Kramer stated we normally have meetings on Thursdays. August 15 is a special meeting to meet the timelines for the budget public hearing. We will be having that hearing on a Monday.

Ms. Nancy Snyder stated welcome to Mr. Short and Ms. Burgess. She answered many questions for me when I was on the Board. Also thank you to Mr. Leet for making it possible to attend meetings via Zoom and all he does during the meetings. I appreciate it.

THIRD ORDER OF BUSINESS New Business Matters

A. Administrative Matters

i. Oath of Office for Dane Short

This oath having been administered earlier in the meeting, the next item followed.

ii. Acceptance of Mr. Mike Scarborough's Resignation

Ms. Kramer reviewed Mr. Scarborough's resignation.

Mr. Kassel made a MOTION to accept Mr. Mike Scarborough's letter of resignation.
Mr. Short seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to accept Mr. Mike Scarborough's letter of resignation.

Harmony CDD
July 28, 2022, meeting

iii. Consideration of Appointment for Unexpired Term of Office for Seat #2

Ms. Kramer stated a couple applicants submitted letters of interest; one was withdrawn, and one was not qualified. The third applicant is Ms. Joellyn Phillips.

Ms. Kassel stated I have spoken with her and am comfortable with her understanding of the District and her potential role on the Board.

Mr. Leet stated she has already gone through the qualification process with Osceola County Supervisor of Elections in qualifying for the upcoming election. It would absolutely be in everyone's interests to get her on the Board as soon as possible.

Mr. Short asked have you been here for a while?

Ms. Phillips stated yesterday was a year since I moved into my house.

Mr. Short asked where are you from?

Ms. Phillips stated I lived in Jensen Beach, about two hours south of here. My daughter lives here, so I moved to be closer to them.

Ms. Kassel made a MOTION to appoint Ms. Joellyn Phillips to fill the unexpired term of office for Seat #2.
Mr. Leet seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to appoint Ms. Joellyn Phillips to fill the unexpired term of office for Seat #2.

iv. Oath of Office for Newly Appointed Supervisor

Ms. Montagna stated I was informed Ms. Phillips would be attending via Zoom, so I emailed her the forms to swear her in virtually. We do not have an extra oath for her to subscribe to. I will ask her to subscribe to the oaths as Mr. Short did. The oaths will be in her email inbox that she can sign and send to me, and I will notarize both.

Ms. Phillips swore to the oaths of office, for the State of Florida and for the District.

Mr. Israel asked would you like to receive compensation? It is \$200 per meeting, up to \$4,800 per year.

Ms. Phillips stated yes, for now.

Ms. Phillips joined the Board members at the dais.

B. District Counsel Requests for Qualifications

Ms. Kramer reviewed the request for qualifications ("RFQ") for legal services.

Mr. Eckert introduced himself and his firm, Kutak Rock, based out of Tallahassee. I live and work in St. Augustine. I have been practicing since 1996. The first six years of my

Harmony CDD
July 28, 2022, meeting

116 career, I represented cities and schools in Ohio, as well as some employment litigation. In
117 2003, I moved to Tallahassee and took a job with Hopping Green & Sams. We represented
118 numerous community development districts (“CDDs”) throughout the State. I have been
119 working with community development districts non-stop since 2003. I represent districts
120 in this area, Tampa, and Orlando. I am working on the Edgewater project off the turnpike,
121 so we are in this area quite a bit. We have many attorneys in Tallahassee who represent
122 only community development districts, which has enabled us to come up with systems and
123 processes that make things more efficient for our boards. Most questions we receive are
124 not ones we have to research; they are questions we have received before, which helps
125 provide an economical approach to the practice. We have systems in place in terms of real
126 estate. When the District takes on property at various points in time throughout its maturity,
127 we have a running list each time a plat is recorded to show what is dedicated and the date
128 the deed was actually delivered to the District. At any point in time, we can see what the
129 District owns and what should the District own. We also have a list of easements, which
130 are created by the plat, home owners association (“HOA”) documents, or regular recorded
131 documents. We are very interested in serving you if you think we are a good fit.

132 Ms. Kassel asked I know it depends on what is going on in the District, but what would
133 be your typical monthly billing?

134 Mr. Eckert stated it depends a lot on the district. I have some whose typical monthly
135 billing is about \$750, which is for a district like Falcon Trace in Orange County, which has
136 a recreation center and a lake. That is all the district owns. The HOA owns the rest and
137 takes care of the extra lakes, roads, and things like that which are not owned by the County.
138 Their bills are about \$750 to \$1,000. I represent Harbor Bay, which is on Tampa Bay and
139 connected by canals. It just replaced seven miles of seawall, and those bills are \$10,000 to
140 \$12,000 per month. In a mature district with good management and engineers, which you
141 have because I have worked with the engineer as well as the manager, your invoices might
142 be \$2,500 to \$3,000 per month, but that is based on the little bit of information I have about
143 this District. If you have special projects, like cleanup projects or the like, those costs will
144 increase. On a routine basis dealing with regular maintenance items, it will be about \$3,000.

145 Ms. Kassel asked have you spent any time reviewing our previous billings from our
146 attorney to understand what kinds of issues we are dealing with?

Harmony CDD
July 28, 2022, meeting

147 Mr. Eckert stated I looked at some in the agenda package. You have a lot of real estate-
148 focused issues, in terms of determining property ownership and things of that nature. I
149 know they have been working on that. The last time I was here, some questions were raised
150 regarding easements as to whether or not they were valid and who they were with. When
151 dealing with property issues, sometimes you have to dig in a little bit more, which will be
152 more expensive to try to figure out. Those are the issues I have seen. Most of the other
153 issues are maintenance, such as maintenance proposals for landscape and things of that
154 nature, nothing out of the ordinary.

155 Ms. Kassel stated we have vendor contracts and that type of thing.

156 Mr. Eckert stated yes. I would not call them “forms,” but when we award a landscape
157 contract, we have a landscape contract we start from. We would typically suggest any time
158 you have something that will be subject to a competitive bid, the form of the contract the
159 District wants and requires is included in the request for proposals (“RFP”). So when
160 someone submits their bid, they are bound by that contract at that point.

161 Mr. Short stated it seems like there might be some reasonable costs in transitioning
162 from one law firm to another. Is that a dollar amount you can estimate? Or is it unknown?

163 Mr. Eckert stated the first thing I do is talk with your current attorney and we will
164 coordinate what kinds of documents are electronic and which are hard copies. They have a
165 duty to turn over all public records. That is the duty for all attorneys in Florida when legal
166 counsel transitions to a new firm. When I receive those records, I do not make it a practice
167 to sit in my office for a week and read everything to try to get up to speed. I will talk with
168 each Board member, manager, and engineer and ask what issues you are dealing with
169 today. Then I will learn through that process what issues to focus on and what historical
170 records I need to get to understand how to deal with an issue today. I have never thought it
171 productive to pore through records and all the history of what has happened in the District.
172 I do not think it is a good use of resources.

173 Ms. Kassel stated we are trying to determine if parcels that were deeded to us were
174 incorrectly recorded or not recorded. What steps will you take to help us figure that out?

175 Mr. Eckert stated first, I will see what work you have done on that already and then
176 determine where to go next. If a deed was delivered but not recorded, which means it was
177 accepted by the Board typically evidenced as accepted at a Board meeting, but it does not
178 match what is recorded, we will try to track it down. If we have a question of who owns

Harmony CDD
July 28, 2022, meeting

179 what in a certain area, we would enlist a title company to do a title search, which will be
180 more efficient than us doing it on our own. We will receive the title search, we will review
181 it, and then try to track down whatever documents we need at that point in time. I have not
182 had a situation where a deed was delivered and not recorded within a certain timeframe
183 because that is some liability on the attorney for not recording it quickly. That is what puts
184 people on notice that a conveyance has occurred.

185 Ms. Kramer asked about how many CDDs do you currently represent?

186 Mr. Eckert stated currently about 21, but I have a contract attorney who supports me
187 and is based in Tallahassee, as well as a dedicated paralegal. I have an associate who was
188 not listed in the presentation because she does not start until August 15. Mr. Wes Haber is
189 one of my partners, with whom I have worked for about 15 years. All we both do are special
190 districts. Mr. Haber would be the number-two attorney, and we will split the work. My goal
191 with all my District is, I work on things that someone at a lower billing rate cannot handle.
192 If it is complex, then I will probably be the one to work on it, which will be more efficient
193 for you than me giving it to a first-year associate, who is not as familiar and has not seen
194 the issue before. Ms. Kate John is her name, and she will start August 15. This is one of
195 the districts I will want her to work on. Her billing rate is \$260 to \$265 per hour. She will
196 work on contracts and things of that nature, which is cheaper for the District than me doing
197 it, or my paralegal would do it. In fact, my paralegal drafts most of our contracts, sends
198 them to me, and I mark them up and review them. That is usually the most efficient way
199 for boards to operate.

200 Ms. Kramer stated we have seen from other attorneys a flat fee for meetings, which
201 includes travel and everything. Do you bill in that manner? Or are you comfortable to attend
202 via Zoom? Do you prefer to attend the meetings in person? How do you handle that?

203 Mr. Eckert stated my preference is, the most economical way that is actually effective.
204 If you have a Board meeting with primarily discussing maintenance contracts and routine
205 items, I do not think it makes sense to be here. I am happy to attend in person, and I can do
206 that, but in my opinion, if I have only three or four minutes of speaking in a meeting, it
207 does not make much sense for the Board to bear the cost of me being here. Our firm's
208 policy is we have to attend every meeting. We are not "on call" for any of our districts
209 where they will call us and we do not attend a meeting. As a public body in Florida, if you
210 go astray and you get advice from your counsel not to consider a particular item, then it is

Harmony CDD
July 28, 2022, meeting

211 presumed you followed the advice of counsel when you reached your decision. It is not
212 total protection, but it is pretty good protection. Many times we can hear something and
213 “right the ship.” Usually it is not intentional but someone needs to say you cannot consider
214 something in your decision-making process. I would suggest if I can have meaningful
215 participation, that I will attend in person. If it is not, I would suggest Zoom is perfectly
216 fine. But it is up to the Board. Some boards want me at meetings two times a year, and
217 others say I need to attend every meeting no matter what.

218 Ms. Kassel asked what do you estimate the cost to be for your attendance in person?

219 Mr. Eckert stated I will usually be coming from St. Augustine, so a flat fee will
220 probably be \$2,000 to \$2,200 for travel and attendance at the meeting.

221 Ms. Kassel asked what if you do not travel to the meeting?

222 Mr. Eckert stated without travel, the cost would be hourly. If your meeting is an hour
223 and I am in my office for just one hour, it will be \$395. I have done bond validation hearings
224 of \$100 million via Zoom. The judge is fine with it, and I am fine with it. If the Board is
225 comfortable, it will usually save you money for us to do that. Things like budget hearings
226 or when you are increasing assessments, those are meetings when I would need to attend
227 in person, or when you are having a conflict with a vendor.

228 Ms. Kramer stated I noticed in the agreement that if we have a dispute, the venue will
229 be Leon County.

230 Mr. Eckert stated that is our form of agreement. We will change that to Osceola County.

231 Mr. Qualls stated I would like an opportunity to respond as your current attorney.

232 Ms. Kramer stated I believe we asked your firm for a submittal. Would you like to
233 submit a proposal?

234 Mr. Qualls stated as your attorney, you know my rates, and I have always said I would
235 work with the Board. It is not necessary for me to submit anything. I would like to provide
236 some feedback. It is only in the public sector that you get to go through this for the world
237 to see. It is not awkward. We are just talking, and the Board is just trying to make a business
238 decision. I appreciate that and what you had to say. We have said through the years that we
239 will work with any fee structure you want. We went from hourly, which is less than Mr.
240 Eckert’s paralegal’s hourly rate, to a flat fee that the Board requested. In our last
241 communication, we said we would change that again. At best, the price is a wash. We like
242 to be at the meetings in person. We think that is very important. Zoom has a purpose. It is

Harmony CDD
July 28, 2022, meeting

243 not as good a purpose as being here in person, seeing your body language, looking
244 wherever you want, and not having to rely on things getting messed up with technology. If
245 you miss court because you cannot get on Zoom, that is a non appearance, and that is
246 important. We have very similar processes. Ms. Sylvia Talvich in my office, as you know,
247 took some criticism because she drafts most of the contracts, as Mr. Eckert's firm just
248 described. That is standard practice. My firm has never missed a meeting. When it comes
249 to issues of property being recorded, Mr. Eckert outlined the same process we have. We
250 added a step and took the time to talk with an expert in this arena. When Mr. Eckert said
251 they keep a going record of transfers and conveyances, we do the same thing, but we have
252 never had a duty to record anything. It is always the developer's attorney who has that duty.
253 We have done a search and found no evidence in the record of a deed you should have that
254 has not been recorded. On a large scale, even that is a non issue that does not require a lot
255 of time and effort until you have some evidence that something is amiss in your property
256 records, which you do not have at this point. We will work with you, as we always have.
257 My law partner, Mr. Kenza vanAssenderp, and I, through the years are applying a trade. It
258 is no different than being a plumber. Our tools are different. Chapter 190, Florida Statutes,
259 is not super complex in the world of law. When Mr. Eckert referred to questions, you
260 typically know and get a feel for these questions, and we are the same. I have been doing
261 this for about 20 years. That is the way it should be. We would love the opportunity to
262 continue to serve you, to work with you in whatever capacity makes sense, but at the same
263 time, we understand we serve at the pleasure of the Board. We respect and appreciate the
264 process.

265 Ms. Kramer asked how many CDDs do you current represent?

266 Mr. Qualls stated we currently represent Harmony CDD, and the firm has represented
267 this District since 2000. I graduated law school and really started undertaking and working
268 at Harmony in about 2007. I just had some successive litigation for Concord CDD. My
269 firm has historically had numerous CDDs, but I have other focuses. I love CDD work, and
270 I love being part of Harmony and getting to see this place from when it was nothing. I hope
271 to grow and get more clients, but currently just two CDDs.

272 Ms. Kramer asked you still represent Concord?

273 Mr. Qualls stated yes.

Harmony CDD
July 28, 2022, meeting

274 Ms. Kramer stated we have a flat fee with your firm. In one of the documents you sent
275 us, you indicated your new hourly billing rate is now \$400 per hour. We are not currently
276 in need of hourly billing because we are not in any litigation.

277 Mr. Qualls stated that might be a typographical error. This Board has not asked me to
278 change from our retainer. When it comes to an hourly rate, I will work with you. I am
279 happy to match \$395.

280 Ms. Kramer stated I do not think venue is a problem because you are used to being in
281 Osceola County.

282 Mr. Qualls stated that is correct; we have clients in every political subdivision in the
283 State.

284 Ms. Kassel stated I requested this discussion item at the last meeting, which was two
285 months ago. I explained why I was increasingly not happy with our current counsel because
286 I felt like so many things happened on top of each other. I really like Mr. Qualls and have
287 enjoyed working him over the years. Over the past couple years, we have had conversations
288 about things. Another example was, two months ago I mentioned this at the meeting, and
289 Mr. Qualls texted me this morning to ask to have a conversation today about his work with
290 the District. He has had two months. My scheduled was packed today, and I did not have
291 the opportunity to do so. I figured if he really wanted to keep his role here, then he would
292 contact me earlier than the day of the meeting. I need to recount reasons, I will, but I
293 mentioned them at our last meeting.

294 Mr. Leet stated we discussed this in January, and my position has not really changed
295 since then. In the 18 months I have served on the Board and in my dealings with Mr. Qualls,
296 it is usually me reaching out to him with a question, and he has always provided a prompt
297 answer. If we have something of legal interest during that meeting, I will usually talk with
298 him the day of the meeting so I can understand what might be discussed that night. In my
299 experience, Mr. Eckert has an impressive résumé, and I am sure we, as a District, would
300 do fine with his representation. However, I have been satisfied with current counsel.

301 Ms. Kassel stated I am not sure if the new Board members know my perspective or Ms.
302 Kramer's, or our interactions with Mr. Qualls over the past few years.

303 Ms. Kramer stated I will state my position. As I am sure most everyone knows, I am
304 an attorney. I have worked with Mr. Qualls for at least 18 months and even some before I
305 got on the Board. The reason I ran for a seat was some serious concerns about the legal

Harmony CDD
July 28, 2022, meeting

representation of Harmony, quality of the work, and potential conflicts that were happening. I am very concerned. I can go into it further if you want, but I would rather not on the record for Mr. Qualls's sake. I cannot support continuing with Mr. Qualls.

Ms. Phillips stated I was not aware I would need to make such a decision today.

Ms. Kassel stated we do not need to make a decision tonight.

Ms. Phillips stated I have a gut feeling, which is not a good way to make a decision.

Mr. Short stated I am just learning. I feel like a rookie. Some of the terms went over my head, while I understood other things he discussed. I need a little more education to feel comfortable voting on something like this. I also have a gut feeling, and it has usually served me right.

Mr. Leet stated in this case where we have two new Board members and an important decision to make, pursuant to the sunshine law, any discussion has to be on the record. Do we need a workshop to discuss this?

Ms. Montagna stated you do not need a workshop to discuss this. I understand we have two new Board members. They can recuse themselves from the vote if a vote takes place. The Board can also defer to a future meeting or cancel it altogether, but you do not need a workshop for this.

Ms. Kramer stated I would like to deal with it today if possible. We have an important contract for landscape services that needs more attention because of changes in what we are dealing with. I think this is the right time to make a transition.

Ms. Kramer made a MOTION to engage Kutak Rock as the District's legal counsel, and to negotiate an engagement letter and fee structure.

Ms. Kramer stated we need a second to the motion in order to discuss.

Mr. Leet stated we have already been discussing it. Can the discussion simply continue?

Ms. Kramer withdrew the above MOTION.

Ms. Kassel stated I wonder what it would take for our two new Board members to feel more comfortable.

Ms. Phillips asked is there a length of time on the agreement with Mr. Qualls?

Ms. Kramer stated no, it is at will.

Ms. Phillips asked we are not locked in for a period of time, such as five years?

Harmony CDD
July 28, 2022, meeting

341 Ms. Kramer stated no, the attorney serves at the will of the client. For example, next
342 month, we can change our mind and engage different legal counsel.

343 Ms. Phillips stated that made me nervous about voting because I do not want to vote
344 on something that locked us in for a certain length of time.

345 Ms. Kramer stated I understand that.

346 Ms. Phillips stated then I will give my opinion. I am new, as is Mr. Short. I am leaning
347 to usher in the new, but that is my gut because I do not know what went on before.

348 Mr. Short stated I would like to understand the role of the attorney better and how they
349 serve and those types of things. It seems obvious that we would have legal representation,
350 but I still need more education on some of the things they mentioned as to how everything
351 works. That might just be my shortcoming in not being educated regarding what services
352 they provide to a CDD.

353 Ms. Kassel asked would it be helpful to Mr. Qualls or Mr. Eckert to explain what kinds
354 of services they provide?

355 Mr. Short stated yes, that will be helpful. Mr. Eckert reviewed some things, but some
356 of that went over my head. When you talk about easements, I am a little familiar with that.
357 I locate utilities in the ground, so I understand that to some degree, not how it impacts the
358 District. Mr. Eckert mentioned those tend to be the kind of conflicts he interacts with and
359 tries to help sort.

360 Ms. Kramer stated I will ask Mr. Eckert to explain his role in most CDDs.

361 Mr. Eckert stated our number-one job as legal counsel is to make sure you comply with
362 the law. That is the first thing we need to do, to make sure you stay out of trouble, that we
363 are meeting the State statutes we need to meet. Second is to protect the property of the
364 District and help the Board protect the property the District owns. That is why the District
365 exists; it is here to fund, operate, and maintain public infrastructure. That is the sole purpose
366 of the District. Sometimes that includes recreation, stormwater, conservation lands, and
367 things like that. We protect the property of the District and help the District do that. The
368 other thing we typically do is, anytime you enter into a contract, we will want to review it.
369 Sometimes it is a formal contract, and sometimes it will be a standard addendum we have
370 that we will send to the manager saying to attach the proposal to this addendum and execute
371 which will be fine for this contract. Typically, that is not based on dollar value. I think that
372 is one of the mistakes people make. It should be based on risk. For example, if you are

Harmony CDD
July 28, 2022, meeting

373 going to order \$20,000 worth of pool furniture, I care less about that than if you are going
374 to do \$1,000 worth of roadway repairs causing people to stand in traffic. I care a lot more
375 about that than I do about purchasing pool furniture. It is looking out to protect the District
376 from liability, making sure the infrastructure is maintained. We typically work hand in
377 hand with the engineer. You have a very good engineer. He performs engineering tasks. I
378 do not want to perform engineering tasks because I do not understand it. They will identify
379 things and will ask how to implement the remediation plan, whether it is contracting with
380 another entity or waiting to see or dealing with a permitting agency. We work with the
381 engineer and the manager to make sure the property is taken care of and you are complying
382 with law. I am not afraid to tell you business advice based on my experiences with other
383 districts. Some people would say I need to stay in my lane and just be the attorney. I can
384 do that, but I can also tell you what the law says. If you do this, it will be legal; however,
385 when you do it, that will happen, and that is bad. It is not traditional practice of law, which
386 is oftentimes more reactionary: this is what the law says, so you figure it out. I will give
387 you that. The business decision is still yours, but I will share my experiences and what
388 happened so you can think before you make that decision to go down a certain path. We
389 will provide business advice based on our experiences.

390 Mr. Qualls stated this is so educational for the public, as well. My answer in a lot of
391 ways is the same. You all have heard me say this. This was not mentioned, but we are
392 concerned with compliance with the sunshine law and public records law. That gets a lot
393 of people in a lot of trouble, including criminal trouble. The first thing we do is give you
394 all the information you need to make sure you understand the Florida sunshine law – having
395 meetings in the public – and public records law. We represent a myriad of government
396 officials. These things can sound complicated at first, but when you get into the flow of
397 things and know the essence, they become quite simple. First, any record is a public record.
398 Two, stay away from social media and commenting back and forth with other Board
399 members on items that could come before the Board. That can get you in a world of hurt.
400 We have been here since 2000. We know your infrastructure like the back of our hand. We
401 say over and over: You have one job. This Board will discuss many things, but your one
402 job is maintenance of horizontal infrastructure. For Harmony, it is sidewalks, trees that
403 need to be trimmed in the rights-of-way, recreational facilities including parks and
404 playgrounds, and Buck Lake. We have been here since the beginning, we know how it all

Harmony CDD
July 28, 2022, meeting

405 came about, and we know about your infrastructure. We know the work this Board puts in.
406 You all should elect to receive compensation because you will work 100 hours, which is
407 about \$.50 an hour, no joke. Current Board members will attest to the number of hours.
408 Our job is to help steer you right. The reason we switched to a retainer is because we were
409 here, and people discussed not wanting to talk to the attorney because it will run up legal
410 bills. We want you to talk to us. Just as your main job is maintenance of infrastructure, our
411 main job is preventative maintenance. If we go to court, there is a failure. We try to keep
412 you out of trouble with preventative maintenance, with the goal being maintenance of
413 infrastructure. Chapter 190, Florida Statutes, governs how CDDs operate, and how they go
414 about doing their business. It says, for instance, you “shall” have a District Manager to
415 manage the works of the District. Many times, boards start getting into the minutia around
416 the community – pick up that can, change the way we clean this item – which is not your
417 job. You have a contractor/manager to do that. Your job is to set high-level policy, goals,
418 and objectives that are in keeping with State law. It is overwhelming at first. You new
419 Board members are being put on the spot. I do not think there is any shame in saying that,
420 and I am glad you did. I have been doing this for a long time, but it is very complex. I
421 mentioned that I just joined a school board. I tell them every meeting not to come to me as
422 the attorney; I know Chapter 190, Florida Statutes, but not the education chapter. It is very
423 nuanced and specialized. At the end of the day, it all goes back to the central focus of
424 making sure your community is happy with the way you maintain the infrastructure for
425 them. Street lights are working. Sewers are working. Playgrounds are safe for their kids.
426 Why is this better for your community to come here instead of going to the County?
427 Because this is local government at its finest. If you have a problem with a County road,
428 you have to petition your government.

429 Mr. Short asked based on those descriptions, has the District had issues in the past?

430 Ms. Kassel stated I will ask Mr. Eckert how he will deal with some things. We had a
431 disagreement, a misunderstanding about who owned some land. Some things happened.
432 The landowner sued one of the Board members. He did not sue the District or the Board
433 member as a member of the Board. My feeling was, it was not a Board issue, but we should
434 send it to our directors and officers (“D&O”) insurance. Some Board members wanted to
435 have the Board member represented by the Board.

Harmony CDD
July 28, 2022, meeting

436 Mr. Qualls stated you are getting into the subject of ongoing litigation. Insurance is
437 covering this now. By you going back and revising this, I do not think that is the best thing
438 to do, given it is active litigation. You can also ask Mr. Eckert who is not your attorney,
439 but as long as I am here, I will try to steer you in the right direction.

440 Ms. Kramer asked of the districts Mr. Eckert represents, how often do you find they
441 end up in litigation?

442 Mr. Eckert stated very rarely. Harbor Bay CDD I mentioned earlier is in litigation quite
443 often. One, they had seven miles of seawall that was failing behind people's homes. They
444 had uplands damages and pools cracking. They have a lot of litigation. Falcon Trace CDD,
445 which I mentioned in Orlando, never had litigation of which I am aware. We had one
446 administrative complaint against a pool attendant for age discrimination that was resolved
447 within a couple weeks.

448 Ms. Kramer asked when you have litigation, will you represent the District? Or do you
449 suggest the District send it to the insurance company or outside counsel?

450 Mr. Eckert stated typically, I will tell them to send it to insurance first to see if it is
451 covered by insurance. If it is covered by insurance, then we will use the insurance defense
452 provisions because that saves the residents money. If it is not covered by insurance and it
453 is something where I could potentially be a witness in that proceeding, I would advise the
454 District to hire outside counsel. It should not be me or my firm because you will want me
455 to be a witness and not be tainted by the fact that I am also making an argument in front of
456 the judge and also being a witness in front of the judge. If it is something where we are not
457 a witness at all and it is not covered by insurance, then we oftentimes will handle that
458 litigation. The exception is, I will not represent a Board member. Sometimes a government
459 attorney can represent a Board member, but even in those situations, I will not do that
460 because I do not think it serves the Board member well. I think they should have
461 independent counsel.

462 Mr. Qualls stated we have the same policy, for the Board to go with the insurance
463 company, and we recommend that. It is up to the Board to ultimately decide. In this case,
464 the Board voted not to go with insurance.

465 Ms. Kramer stated I will leave that for anyone who wants to review the record.

466 Mr. Leet stated we discussed this a few months ago. I reviewed it, and it was a previous
467 Board with different members.

Harmony CDD
July 28, 2022, meeting

468 Ms. Kramer asked did you listen to the audio?

469 Mr. Leet stated yes, I listened to the audio and read the transcripts.

470 Ms. Kramer asked for both meetings?

471 Mr. Leet stated I believe I did. Maybe the discussion did not go so far as his saying, "I
472 will not represent," but he made the recommendation to use insurance. The Board voted to
473 do otherwise. I disagreed with it at the time, and I still wish it had not happened, but that
474 is what was done. My interpretation was, he did what the Board directed him to do at the
475 time, as wrong as that may have been.

476 Ms. Kramer stated I listened to the recordings, and at the meeting where the Board
477 decided to fund litigation, he specifically stated he would not represent the Board member.
478 Two days later, he filed a notice of appearance in the case. That is one issue. My concern
479 is with the quality of work, and the responsiveness I have seen over the past 18 months
480 more so than what happened before I came on the Board. I have not seen the quality of
481 work, and it takes him a lot longer to address issues. He does not understand direction the
482 Board gives him. We need someone who has extensive ongoing experience with CDDs.

483

484 Ms. Kramer made a MOTION to accept the proposal from
485 Kutak Rock for legal services, with Mr. Eckert serving as
486 counsel, and to transfer legal services from Young Qualls.

487 Ms. Kassel seconded the motion with hesitation and
488 appreciation for Mr. Qualls.

489

490

491 Upon VOICE VOTE, with Ms. Kramer, Ms. Kassel, and Ms.
492 Phillips in favor, Mr. Leets opposed, and Mr. Short recusing
493 himself, approval was given (by a margin of 3-1) to the
494 proposal from Kutak Rock for legal services, with Mr.
495 Eckert serving as counsel, and to transfer legal services from
496 Young Qualls.

497

498 Mr. Qualls expressed thanks and appreciation to the Board.

499 Ms. Kramer stated we will get with Kutak Rock and Mr. Eckert to work out the finer
500 points of his representation.

501 Mr. Eckert stated thank you. I look forward to working with you.

502 With no objection from the Board, fourth order of business for contractors' reports was
503 discussed next.

504

Harmony CDD
July 28, 2022, meeting

C. Field Service Vehicles

Ms. Kramer stated we provided an update on what is happening with our vehicles, and it has not been good. Three are out of service now, and this was a concern. From what I understand, staff is juggling vehicles. An Inframark truck is in service. The District's truck is still in service. A Umax is in service. We are supposed to have another Umax that was in our budget and is already coming. It is supposed to arrive in August. Since we have a rotating schedule, all five individuals are all together only three days per week. We might be able to work out some other scheduling, but they are making do with the vehicles they have at this point. The insurance company just informed us they are issuing a check for the vehicle that was stolen, and it should be in the mail. The one in the accident we are hoping will be with us. The problem is, we cannot even find the vehicles. I inquired of Inframark, since their employees will be driving the vehicles, if they would prepare a proposal for us to consider for Inframark to provide the vehicles where they assume all risk, liability, maintenance, and so forth, to see how it compares to us buying them. We should have that proposal at the next meeting.

Ms. Montagna stated yes, you will have that proposal.

Ms. Kassel asked is any action required of us now?

Ms. Montagna stated no, it is just an update so everyone knows what is going on. I received confirmation from Egis that the check for approximately \$11,000 is in the mail, but we have not received it yet. It was mailed on July 26 for the theft of one of your vehicles. The other vehicle Ms. Kramer mentioned that was in an accident, we are working through the resident's insurance and the District's insurance, and it should be resolved in a week or so. That will take care of those two vehicles. We have one more that we are working on with Polaris, and we should have an update in the next week or so regarding the vehicle that was taken in and had an engine issue.

Ms. Kassel stated we have to either rebuild or replace the engine.

Ms. Montagna stated yes, and it might be a different scenario once Mr. Perez has a follow-up conversation with them tomorrow or next week.

Mr. Perez stated that is correct. Let me backup just a bit. Regarding the Kawasaki, the insurance adjuster visited last week or so, and they provided their adjusted cost on the Kawasaki mule that was in the accident. We should be receiving more information from both sides soon because the adjuster has already been out. We also had a quote for repairs on that vehicle. We believe the frame is bent and the vehicle is totaled. We should be

Harmony CDD
July 28, 2022, meeting

receiving a check for that mule. Regarding the Polaris vehicle, I spoke with Mr. Brent Maynard who is the governmental dealer for Polaris. We are working closely with him and the regional manager for Polaris, essentially for the southeast, including Florida. They oversee commercial authorized Polaris dealers, such as Kissimmee Motor Sports and Sky Powersports. I received a response from him today, and he will call me tomorrow. I will update the Board once I hear back from Polaris.

Ms. Kramer stated at the last meeting in May, the Board authorized the purchase of another Polaris diesel, which not been ordered yet. Until we resolve this issue with Polaris, I recommend and ask the Board to approve putting that purchase on hold. We may not even need that high-end of a machine since our new pressure washer is not of a significant weight like the old one was and does not need 2,500-pound towing capacity.

Mr. Leet stated an electric version is also potentially available in the next year or so.

Mr. Perez stated I spoke to Polaris on that government order, and they are 200 to 245 days out to place that order. I also asked about the EV cart. The preorders that took place late last year have already been filled. They are not planning on starting additional production on the EV model until fall 2023.

Ms. Kramer stated at this time, it is not critical to obtain that Polaris vehicle. To make it cleaner, I suggest we rescind the action for the Polaris diesel that was taken at the May meeting.

Ms. Kassel made a MOTION to rescind approval from May 26, 2022, of quote #QUO-37071-T6J7L2 to purchase the Pro-XD Polaris diesel, in the amount of \$17,396.15.
Mr. Leet seconded the motion.

Mr. Short asked does that mean we are covered to the degree we need to be for vehicles?

Ms. Kramer stated yes.

Upon VOICE VOTE, with all in favor, unanimous approval was given to rescind approval from May 26, 2022, of quote #QUO-37071-T6J7L2 to purchase the Pro-XD Polaris diesel, in the amount of \$17,396.15.

D. Consideration of Resolution 2022-07, Recognizing the Contributions of Mr. Steve Berube

Ms. Kramer read Resolution 2022-07 into the record by title.

Harmony CDD
July 28, 2022, meeting

Ms. Kramer stated Mr. Berube has resigned his seat as Supervisor. He served for a number of years on the Board, including as Chairman.

Mr. Kassel made a MOTION to approve Resolution 2022-07, recognizing the contributions of Mr. Steve Berube.
Mr. Leet seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to Resolution 2022-07, recognizing the contributions of Mr. Steve Berube.

E. Consideration of Resolution 2022-08, Recognizing the Contributions of Mr. Mike Scarborough

Ms. Kramer read Resolution 2022-08 into the record by title.

Ms. Kramer stated Mr. Scarborough also recently resigned.

Mr. Kassel made a MOTION to approve Resolution 2022-08, recognizing the contributions of Mr. Mike Scarborough.
Mr. Leet seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to Resolution 2022-08, recognizing the contributions of Mr. Mike Scarborough.

F. Consideration of Facility Usage Application from Harmony Residential Owners Association (“HROA”) for Summer Market (August 14, 2022)

Ms. Montagna reviewed the facility usage application from HROA for a summer market on August 14, 2022.

Ms. Montagna stated Ms. Jennifer Abrahamson submitted this facility usage application, like she typically does. Unfortunately, she has not provided other pertinent information, such as the number of people. What was included in the agenda package is what she submitted. I do not have any additional information from her as of yet. I reached out and requested that additional information, but unfortunately, I have not received a response yet.

Ms. Kassel stated this is an HROA-sponsored event, so I want to approve it. The only thing that has happened in the past is the condition of Town Square area. The way the application appeared in the agenda is funky and very hard to read.

Mr. Leet and Ms. Phillips agreed it was hard to read.

Harmony CDD
July 28, 2022, meeting

612 Ms. Montagna stated that is how she sent it. Usually none of them are readable. I have
613 suggested she can send it in a different format, but I think that is all she has the ability to
614 do at this time.

615 Ms. Kassel stated I believe it says the streets are on Harmony Square. I do not know if
616 our facility usage applications address trash pickup and disposal issues.

617 Ms. Kramer asked is she submitting a deposit like she is supposed to do?

618 Ms. Montagna stated yes, the deposit is \$250. I had that conversation with her, as has
619 Mr. Morrell, and they had no objection to it at all.

620

621 Ms. Kassel made a MOTION to approve the facility usage
622 application from Harmony Residential Owners Association
623 for Summer Market on August 14, 2022.

624 Mr. Leet seconded the motion.

625

626 Ms. Kramer stated I appreciate that this is an HROA event; we have other parade
627 events, and we love them. I need this message to go back to Ms. Abrahamson that she
628 needs to stop advertising events before she receives approval. It will end up like it did once
629 where she disappointed the entire community because someone else reserved that facility
630 before she submitted her application. Let her know she needs to quit assuming that her
631 events take priority. She needs to provide them well in advance of the event. She may feel
632 some prejudice against her if the event is advertised before she comes to the District.

633 Ms. Montagna stated I will relay that information to her again. I think the disconnect
634 is, some of the events she does are annual repeat events she has been doing in the past, so
635 she feels the calendar has a standing spot for them. I will reiterate that to her

636 Mr. Leet stated all the more reason the application can be submitted a month or two in
637 advance.

638 Ms. Kramer stated that is correct; she should know that. The other item I want to discuss
639 is, this event will generate income because vendors pay for slots. Do we have any
640 expenses? Will they use our electricity? Will we incur costs that may need to be reimbursed
641 from the funds she will be receiving from vendors?

642 Ms. Montagna stated she told me electricity will not be needed, and they will not be
643 using anyone's electricity. But I will reconfirm all this with her first thing in the morning.

644 Ms. Kramer stated confirm no use of water or electricity.

645 Ms. Montagna stated yes.

Harmony CDD
July 28, 2022, meeting

646 Ms. Kramer stated she is supposed to provide a list of vendors so we have proper
647 documentation and liability waivers. Those are my concerns. The biggest one is, I do not
648 want to see the community disappointed about an event if we have to deny the application.

649 Ms. Phillips asked who is responsible to clean up after an event?

650 Ms. Kassel stated she is.

651 Ms. Phillips asked does she have money in her budget to pay people to do that?

652 Ms. Kassel stated she should, but we are collecting a \$250 deposit. If the cleanup is not
653 done, then her deposit is forfeited.

654 Ms. Phillips asked do we have someone who can do the cleanup if we pay them?

655 Ms. Kassel stated yes, field services.

656 Mr. Perez stated I spoke with Ms. Abrahamson multiple times about this. Her biggest
657 concern is, she is setting it up on the street around Town Square. Vendors will not
658 physically be on District property, so that is why she was asking about the vendor list. We
659 discussed that she has had this event in the past. They are setting the stalls in parking spaces
660 on the street and not physically in the grass on District property. I am not sure how you
661 want to move forward with a list of the vendors.

662 Ms. Kramer stated I do not understand why she cannot provide a vendor list.

663 Mr. Perez stated ask Ms. Abrahamson.

664 Ms. Kramer asked has she received approval from the sheriff's department or Osceola
665 County road and bridge to close the roads?

666 Mr. Perez stated I informed her of that, as well, that the District does not own the roads,
667 and she needs to inform County. She is aware of that, and I mentioned it on our phone call.

668 Ms. Montagna stated I also mentioned it to her, and she did not feel it was necessary. I
669 am relaying what she mentioned to me. We will have conversation with her in the morning
670 and see what we can get rectified.

671 Ms. Kramer stated thank you.

672 Mr. Short stated she is wrong on the point of closing the roads. I have had to deal with
673 maintenance of traffic issues in the past, and you cannot do that. Granted, it is not the
674 District's road.

675 Ms. Kassel stated we have had many events like this in the past, so it is not novel or
676 new in the District for events on the roads.

Harmony CDD
July 28, 2022, meeting

Ms. Kramer stated they need to get in the habit of doing it right. As more of Harmony develops and we have more residents, they will be using that road. I do not want to have an issue with it.

Ms. Kassel stated I think they do something where it is not all the roads.

Mr. Leet stated it is a portion of the loop.

Ms. Kramer stated I understand where it is. We need to ask Ms. Abrahamson to start doing it right. That is the preference. What was done in the past is past, but we need it done right in the future.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the facility usage application from Harmony Residential Owners Association for Summer Market on August 14, 2022, conditioned upon receiving (1) \$250 deposit, (2) list of vendors, (3) approval from Osceola County to close the roads, and (4) confirmation of no use of electricity.

FOURTH ORDER OF BUSINESS

Contractors' Reports

A. Servello & Sons ("Servello")

Mr. Pete Betancourt stated regarding the tree limb at the lakeshore park, our arbor crews will be here within two weeks. Our pole saw will go up only eight to ten feet, and that limb is already too high. The arbor crew will need to reach that limb and will be able to at no charge.

Ms. Kramer stated for those who may not be aware, at the lakefront playground where the kids' play equipment is, we have two large shade screens over the equipment near a large oak tree. One half was impinging over the older children's play area. A scuffle ensued regarding who could do that from the ground, so I took care of it myself. The other one, however, is up and over the peak of the shade screen, which does not permit a safe way to get it down without a lift or a cherry picker. It is on the shade screen right now, so it could start to damage the screen. It has been that way for about a month. They will be back in two weeks or so and can take care of it then at no cost to the District.

Mr. Leet stated if it is not a safety issue, then we can wait.

Ms. Kramer stated it will not fall on any children. So we will wait to get that limb taken care of. Secondly, last year the arbor crew did the inside tree trimming, which is a separate contract. We had some serious problems. Has that arbor crew changed?

Mr. Betancourt stated yes, I believe so.

Harmony CDD
July 28, 2022, meeting

713 Ms. Kramer asked we will get a good tree trimming?

714 Mr. Betancourt stated our cutter has worked previously for Servello but on other jobs.
715 Now he is back. He was the one doing the cutting when I first got here.

716 Ms. Kramer asked you will have a lift in the neighborhood, too, just in case?

717 Mr. Betancourt stated yes, they will bring the lift when they do the outside oaks.
718 Normally we keep it in the Servello yard, and they will take it out when they need it.

719 Ms. Kramer stated we did not finish inside tree trimming last time because they were
720 lion's tailing and causing more damage to the trees. Do you have a different crew that is
721 better experienced than the one that was here last year?

722 Mr. Betancourt stated when I moved to Harmony, he was already at Servello. That is
723 where I met him.

724 Ms. Kramer asked he has a lot of experience and was not here last year?

725 Mr. Betancourt stated no.

726 Ms. Kramer asked is the Board interested in having them also do the remaining inside
727 tree trimming that we were undertaking last year? It is definitely needed. We can add that
728 to their outside trimming while they are here.

729 Mr. Betancourt that is a question for Mr. Scott Feliciano.

730 Ms. Kramer stated we will ask him to take a look at that and advise Inframark as to
731 what the cost will be.

732 Ms. Kassel asked as part of their contract or an addition?

733 Ms. Kramer stated we stopped the contract we were under. We made a partial payment
734 for the work they had done minus some quality reductions. It would basically be a
735 reenactment of that contract, if they can work with that.

736 Ms. Kassel asked is that within our existing budget?

737 Ms. Kramer stated yes. If the Board is interested in getting that work done, it will
738 include Butterfly Drive and those areas that were not finished during the inside tree
739 trimming last year. Hearing no objection from the Board, we will direct Inframark to reach
740 out to Mr. Feliciano and negotiate that work. I wanted to mention that as well as the tree
741 over the shade structure.

742 Mr. Betancourt stated yes, we will take care of that tree.

743 Ms. Kramer stated the rest of the outside tree trimming is already in the contract and
744 paid for, so it is covered.

Harmony CDD
July 28, 2022, meeting

745 Mr. Betancourt stated regarding the swim club palm trees, our crews will be here
746 Monday just to trim those palm trees at the swim club and the dog park.

747 **i. Proposal #6845, Irrigation Maintenance**

748 Mr. Betancourt reviewed proposal #6845 for irrigation maintenance, including wireless
749 rain sensors throughout the community.

750 Ms. Kassel stated the proposal included no information as to what it was about.

751 Ms. Kramer stated when we first hired Servello for irrigation, my understanding is you
752 replaced some of the sensors at that time. In fact, I noticed quite a few wireless sensors
753 showing up on adjacent stop signs. I presume this proposal is in addition to those sensors.

754 Mr. Betancourt stated we did only 15 rain sensors at the time, and this is for the
755 remaining clocks that have no rain sensors.

756 Ms. Kramer asked right now, they do not have functioning rain sensors?

757 Mr. Betancourt stated no, the remaining clocks do not have functioning rain sensors.

758 Ms. Kramer stated that puts us in non-compliance with County code.

759 Ms. Kassel asked is this within budget? Is it outside of or included in what was
760 budgeted for irrigation?

761 Ms. Kramer stated this would probably fall outside that budgeted number, but it is not
762 a regular, day-to-day maintenance issue. We should be able to maintain these rain sensors.
763 What is the warranty on them?

764 Mr. Betancourt stated I will have to check.

765 Ms. Kramer stated it is more of a reserve item to operate.

766 Mr. Betancourt stated it is mainly when it rains because the clock will not turn off. The
767 rain sensor will shut it down.

768 Ms. Kramer stated these need to be installed in the proper location. I saw one the other
769 day in one of the pocket parks. The rain sensor is underneath a heavy canopy, so it does
770 not function.

771 Mr. Betancourt stated you can put it on a sign.

772 Ms. Kramer stated yes, it needs to be out in the open to truly function.

773 Mr. Betancourt stated when water goes in it to a certain level, the sensor triggers the
774 clock to stop running.

775 Ms. Kassel asked can we take this out of reserves?

776 Ms. Kramer stated yes, or once it is done, we may see this amount easily in our first
777 month's savings on the utility bill.

Harmony CDD
July 28, 2022, meeting

Ms. Kassel stated we have reserves. We were going to do certain things from reserves that we are not going to do now or have delayed.

Ms. Kassel made a MOTION to approve proposal #6845 from Servello & Son for wireless rain sensors, in the amount of \$3,341.17, to be funded from reserves.
Mr. Leet seconded the motion.

Mr. Leet asked will these sensors tie in through the existing Maxicom system or are they local?

Mr. Betancourt stated when we first took over irrigation maintenance, I was told Maxicom starts the clock but does not operate it. If you put a rain sensor on a clock, it will determine if it needs to run or will shut it down.

Mr. Leet stated so it is local for that area but not tied to the computer.

Mr. Betancourt stated that is correct.

Mr. Perez stated the rain sensors do not necessarily stop the clock; they put the system on hold. Once the rain sensor dries out, then the system comes off hold and resumes operation. If it rains in the middle of the day and the sun comes out, as long as the sensor dries out, the clock is still on and will pick up running zones again, based on how many inches of rain you get. You can set the rain sensors to be one-quarter inch, one-half inch, or one inch. Theoretically, one-half inch should be plenty in a day.

Ms. Kassel asked do you recommend approving this proposal?

Mr. Perez stated yes, wireless systems are the way to go right now. If you have to wire it, ideally you have to attach it to a building or some form of structure to tie it into the clocks. They are using a Hunter product, which will interface with Maxicom. It will simply put the system on hold versus shutting a clock down.

Upon VOICE VOTE, with all in favor, unanimous approval was given to proposal #6845 from Servello & Son for wireless rain sensors, in the amount of \$3,341.17, to be funded from reserves.

ii. Proposals #6833, #6834, #6933, #6934, and #6935 for Sod Replacement
a. Proposal #6833

Ms. Kramer stated this proposal is for the area near Schoolhouse Road. They are proposing to resod nine houses in the area between sidewalk and curb at \$1,000 per house. I looked at all the areas. If you put the sod down, then the exact same wear patterns will

Harmony CDD
July 28, 2022, meeting

815 show up again as soon as people start walking on them. I do not know why this area was
816 selected over all the other sod issues.

817 Mr. Betancourt stated it was a complaint from a resident.

818 Ms. Kramer stated I figured as much. I am not in favor of this proposal.

819 Mr. Perez stated we received quite a few emails requesting sod in those areas. We told
820 them we would provide proposals for Board's review.

821 Ms. Kramer stated unless the Board feels otherwise, we should not request a proposal
822 from Servello for every resident complaint.

823 Ms. Kassel stated I would like to table this item. For the benefit of the audience, our
824 agenda package this month that we received last week was 448 pages, which is a lot to
825 review in a few days. I happen to also serve on the HOA board, which blew up in the last
826 couple days and required a lot of my time. I did not have a chance to look at these areas,
827 and I would like the opportunity to do that, so I would like to table it until the next meeting.
828 Instead of denying it, I would like to table it and look at it. I know we looked at some areas
829 a while back on Cat Brier Trail, and I do not know if they have been addressed. I would
830 like to look at them, too. We were told they are under oak trees, and they are getting shaded
831 out, but what I saw was no irrigation, no leaf pickup, and no fertilization. I do not know if
832 it is the same situation here.

833 The Board did not object to tabling Proposal #6833.

834 This item will be included on the next agenda.

835 **b. Proposal #6834**

836 Ms. Kramer stated this proposal is for sod at the new dog park. I saw a need for it only
837 around one of the benches. The other bench looked okay. It looks like a very small amount
838 of sod, if any at all. Maybe our field services crew could pick up a square or two of sod
839 and install it there. I noticed on some Inframark billings that they include sod every once
840 in a while. Is that something you can handle?

841 Mr. Morrell stated around the bench is a big section of sod. We asked Servello for a
842 proposal to install sod between the concrete and the dirt area. If we get something different
843 from Home Depot, it will be more expensive.

844 Ms. Kramer asked more than \$429?

845 Mr. Morrell stated Mr. Perez will need to help me.

Harmony CDD
July 28, 2022, meeting

846 Ms. Kramer stated the proposal says one square foot of sod for \$429. Can we do that
847 in-house if I can enlist a gardener or helper who can pick up some sod to take care of that?
848 I would not move forward on this proposal.

849 Ms. Kassel asked is the Board okay in not moving forward with this proposal?

850 Ms. Phillips stated the proposal includes fuel surcharges. Do those stay in effect if we
851 approve it, even though the price of fuel is going down? Are we locked into that price?

852 Ms. Kramer stated yes.

853 Ms. Phillips stated then I definitely agree to table the proposal.

854 **c. Proposals #6933 and #6934**

855 Ms. Kramer stated these two proposals are for the same property address. I encouraged
856 Inframark to approach Jones Homes regarding this, since it was an issue with the house
857 just being built and not having good sod installed by the builder. They said they will sod
858 that area and take care of it, so Servello does not need to take care of either of these.

859 Mr. Perez stated Jones Homes will take care of Songbird Circle, not Sagebrush.

860 Ms. Kramer asked is this not the one between Songbird and Sagebrush?

861 Mr. Perez stated yes, they already took care of those areas. I am sorry; I thought you
862 were discussing the proposals for Songbird.

863 **d. Proposal #6935**

864 Ms. Kramer stated this proposal is for Claybrick in an area where sod died off. Was
865 that due to irrigation issues?

866 Mr. Betancourt stated yes, it was a clock on other property that I could not access. I do
867 not even know if the clock is working.

868 Ms. Kassel asked if the clock is not working, do we want to spend \$7,500 to replace
869 sod?

870 Mr. Betancourt stated I just need access to the clock.

871 Ms. Kramer stated I think we need to hold off on this proposal until the irrigation issue
872 is straightened out.

873 Ms. Kassel asked what is the plan?

874 Ms. Kramer stated we have contacted Ms. Rosemarie Bacallao, who is the attorney for
875 the new ownership. She provided us contact information for their property management
876 group. Was Mr. Perez able to contact them on the locked irrigation box?

877 Mr. Perez stated no, the phone number went to voicemail.

878 Ms. Kramer asked did you email her?

Harmony CDD
July 28, 2022, meeting

Mr. Perez stated I have no email address. I looked at their website and filled in my contact information. I never received a response. I have called at least five times, and calls keep going to a voicemail that no one answers.

Ms. Kassel stated I would like to table this proposal.

Ms. Kramer stated we will table this proposal until the irrigation is resolved.

The Board had no objection to table this proposal.

FIFTH ORDER OF BUSINESS **Consent Agenda**

A. Acceptance of April 28, 2022, and May 26, 2022, Meeting Minutes

The minutes are included in the agenda package and available for review on the website or in the District office during normal business hours.

Ms. Kassel stated I sent reviewed the May minutes and provided suggested revisions to Inframark.

Ms. Kramer stated I will ask that we table the May minutes because I did not receive them in a timely fashion. Since we are doing verbatim minutes, I like to listen to the recording and review the minutes at the same time. They did not come in a timely fashion, which is why Ms. Burgess will help us with a new process for the minutes. I do not want to ask any of the Supervisors to approve minutes as they have been amended without knowing the changes. I will ask we remove the May minutes from the consent agenda and table them until the next meeting.

B. Acceptance of Financial Statements (June 2022)

The financial statements are included in the agenda package and available for review on the website or in the District office during normal business hours.

C. Approval of #266 Invoices and Check Register (Invoices available upon request)

The invoices and check register are included in the agenda package and available for review on the website or in the District office during normal business hours.

Ms. Kassel stated for the tree trimming invoices with Bee and Bee, I want to make sure all outstanding issues have been addressed before we approve payment of that invoice.

Mr. Perez stated we had multiple discussions with Bee and Bee regarding some terminology in the contract. The original document they provided gave a price per tree for maintenance tree pruning. It also stated in the exhibit that is attached to the contract that the price for maintenance pruning would be valid. They charged some prices that were higher than what the maintenance pruning showed. They charged what they thought was \$10,000 worth of trimming. The work they did was professional, and the prunes were

Harmony CDD
July 28, 2022, meeting

made. The trees looked nice afterward, but we need to make sure this does not happen again going forward. We need to make it clear that the exhibit should probably be removed from the contract, but the work has been completed.

Ms. Kassel stated I want to check with the engineer regarding the invoice from Atlantic Pipe Services that the work they did in the Estates is complete.

Mr. Hamstra stated I will review that work under my report.

Ms. Kassel stated but we have to approve payment under this agenda item.

Mr. Hamstra asked is this the final invoice?

Ms. Kramer stated yes, it appears to be.

Ms. Montagna stated the invoice in the agenda package is what was discussed with Mr. Hamstra, and he signed off on it.

Mr. Hamstra stated if that is the same invoice, then it is okay to pay.

Ms. Kassel made a MOTION to approve the consent agenda, as presented, tabling the May 26, 2022, minutes.
Mr. Leet seconded the motion.

Ms. Kramer stated I discussed this with Inframark but I want to make sure it is clear that we received some late charges and fees on a credit card for a late payment, including the auditor. I do not like to see us paying the auditor late.

Ms. Montagna stated I checked with accounting, and those will be refunded. You will see that on next month's invoices and check register. Those should not have been billed to the District. That was an Inframark issue, and the District will not pay late fees.

Ms. Kramer stated thank you. I just wanted to verify that. I have the same concerns as Ms. Kassel expressed concerning the tree work by Bee and Bee where 61 trees were trimmed, and we should have received at least twice that, if not more. It is water under the bridge at this point. We should have done a better job designating the trees to be pruned and what they needed to do. I think we need to find a different way to do that. I did like the first five or six houses they trimmed. When it got closer to closeout of the contract, they started cutting out more while charging more. I do not know if they are a good fit with us going forward. This is a lesson learned.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the consent agenda, as presented, tabling the May 26, 2022, minutes.

Harmony CDD
July 28, 2022, meeting

SIXTH ORDER OF BUSINESS**Staff Reports****A. District Engineer's Report**

The engineer's report is included in the agenda package and available for review on the website or in the District office during normal business hours.

Mr. Hamstra stated our response pursuant to House Bill 53 was submitted on time. Osceola County acknowledged receipt and has already submitted the documents to the State. I believe we estimated \$6,500 to prepare the report, and our final fee was \$3,500, so we saved \$3,000. Regarding milling and resurfacing all the alleys in neighborhoods C-1 and C-2, 22 plan holders downloaded the bid documents, of which eight or nine were general contractors, and all very well qualified and large companies. Unfortunately, no one submitted a bid. We gave them six weeks to submit a bid, given how busy everyone is. The few contractors I have spoken with said they are all understaffed and overworked. They probably chose not to bid on a project they could not perform, or maybe they could not hold their price long enough. The question for the Board is if you want to wait until the market takes a slight dip or revisit this when the time is right financially. The engineer's estimate with the bid alternates was about \$650,000. I will defer to the Board on what direction you want to take with this.

Ms. Kramer stated at this point, I am leaning toward waiting another couple months and going back out to bid. Does the Board have any objection?

Ms. Kassel stated I do not know that we have a choice.

Mr. Leet asked is there an alternative?

Ms. Kramer stated I do not think so unless we want to specifically ask some companies that we know can do this work. I do not know if anyone can do it. Everyone is busy.

Mr. Hamstra stated firms like Middlesex, Hubbard, and Ranger are all big firms. We followed up with Jr. Davis, who is in the area, and they said they were too busy. They tend to wind down between Thanksgiving and Christmas, so we can revisit this after the first of the year.

Ms. Kassel stated perhaps we can put this on the agenda for December or January to discuss again.

Ms. Kramer stated or perhaps earlier. How long do we need in advance if we want them to do work in December or January? How much lead time do you need?

Mr. Hamstra stated we will want to give them four weeks like we did last time and ask them to hold their bids. That is a sensitive issue right now because they are all so busy.

Harmony CDD
July 28, 2022, meeting

981 Holding bids for 60 to 90 days used to be the norm, but we are lucky if we can get 30 days.
982 By the time the bids come to the Board at a meeting, you award a contract, and Mr. Eckert
983 prepares the contract, it will be 60 days. A lot of them at this point, because they are so
984 busy with business, are not willing to hold bids that long. If we advertise in January, we
985 can bring bids for the Board to consider in February, and perhaps construction can start in
986 March when it is not raining. That would be a good time, and it will also be a little cooler.

987 *This item will be on the agenda for January 2023.*

988 Mr. Hamstra stated before hurricane season started on June 1, I performed a site
989 inspection on May 30, which was Memorial Day. The Chair provided me with a utility
990 vehicle to get around the 25 ponds, which saved a lot of time. A couple days later, I
991 generated what is labeled Attachment A, which includes photographs, documents, and
992 notes of every control structure. I then forwarded the report to Mr. Morrell and Mr. Perez.
993 The reason I came out on July 7 with Mr. Perez was to see how things were coming with
994 Mr. Morrell. They were making good progress on the structures that probably have not
995 been touched in years, some of which I could not find. Mr. Morrell and his staff have done
996 a great job exposing some of these and getting them to function again. My goal is to do
997 the same thing for the stormwater ponds located on the golf course, because they are your
998 structures. I felt the ones in the subdivisions next to the homes were more important, which
999 is why we did those first. Everything on the pictures and notes highlighted in yellow were
1000 action items for Mr. Morrell, Mr. Perez, and staff to tackle heading into hurricane season.

1001 Mr. Hamstra reviewed change order #2 to provide continuing engineering services
1002 through fiscal year 2022, in the amount of \$30,000.

1003 Mr. Hamstra stated during the past two months alone, we have performed 11 different
1004 assignments, which list we can discuss later. We may want to discuss how we do this next
1005 fiscal year if you retain my services where I can provide individual proposals for individual
1006 assignments. As the Board is aware, we have done significant construction plans for
1007 multiple projects under your continuing annual authorization, which has required us to
1008 come back to the Board several times to ask for increased fees. We have provided
1009 engineering services for over \$1 million in construction projects. I believe this should be
1010 the final request to get us through the rest of July, August, and September, and we can
1011 discuss how to proceed for fiscal year 2023 beginning October 1.

1012 Ms. Kassel stated change order #1 was \$50,000, which is a lot of money.

Harmony CDD
July 28, 2022, meeting

1013 Ms. Kramer stated we already approved that change order. This is in the amount of
1014 \$30,000. I think we need to work with Mr. Hamstra. I do not know if we can cut costs by
1015 having Mr. Hamstra attend via Zoom or selectively choosing alternatives. We had a lot to
1016 address now, but as we start winding back down a little bit, perhaps Mr. Hamstra does not
1017 need to travel to every meeting. The cost for his meeting attendance on average is about
1018 \$555 per meeting, and reports are \$600 per meeting. We may want to look at how we can
1019 do some cost savings. Your work is the greatest. I love it, and you are really moving us
1020 forward. When people call me and comment on the engineering fees, I explain we deferred
1021 all the engineering work for 20 years, and we are playing catch up. You are producing some
1022 great base documents and presenting them to us that we need and will use in years to come.
1023 We had one big project with a lot of design work that we decided we cannot move forward
1024 with because it is cost prohibitive.

1025 Ms. Kassel stated we have also done a lot of work in milling and repaving.

1026 Ms. Kramer stated yes. That will pay dividends as we move forward. We have been in
1027 such neglect for so long without engineering expertise that caused problems. If we
1028 previously had proper engineering oversight in our stormwater system, the Estates
1029 probably would not have ended up where it did, and things of that nature. I explain to
1030 people this is why. As both attorneys said, our main job is maintaining and improving
1031 infrastructure of the District. Stormwater and engineering issues are one of our main
1032 focuses. It is to be expected in doing all this catch up that it will cost more.

1033 Mr. Hamstra stated I probably average three or four assignments a year in a district,
1034 and we have done 21 for Harmony in 12 months. A lot has been going on.

1035 Ms. Kramer stated yes.

1036 Ms. Kassel stated I am looking at the list and wonder what is left. You have completed
1037 House Bill 53. We are putting neighborhoods C-1 and C-2 milling and resurfacing on hold.
1038 Stormwater management has been completed. The Estates will be relatively minimal in
1039 terms of engineering.

1040 Ms. Kramer stated the Estates might take more.

1041 Mr. Hamstra stated the Estates has a lot of issues.

1042 Ms. Kassel stated I asked about this at the last meeting, how much work is still to be
1043 done.

1044 Mr. Hamstra stated the maintenance is easy. It depends if you want to fix the problem.

Harmony CDD
July 28, 2022, meeting

1045 Ms. Kassel stated that is what I asked, and you said it would not require a lot of
1046 documentation.

1047 Mr. Hamstra stated no, not on our part. It will cost the District to slip on and replace
1048 pipes.

1049 Ms. Kassel stated we are discussing change order #2 for \$30,000, and I am looking at
1050 other things. The garden road has been put off. The RV and boat storage has been put off.
1051 The wetland conservation area was sent to another vendor and is in progress. We had a
1052 reserve study done, which might not have much for Mr. Hamstra to do. I am just wondering
1053 what the \$30,000 is for.

1054 Mr. Hamstra stated it is to finish the second site inspection for the stormwater master
1055 plan, finish the action item list for Mr. Morrell and/or contractors, and hopefully get some
1056 direction for the Estates on what we are going to do, which we will discuss shortly.

1057 Mr. Short asked is the issue that we are just not able to accomplish the projects that Mr.
1058 Hamstra is helping us navigate fast enough? Are we just not getting through this list?

1059 Mr. Hamstra stated things are coming in for the garden road, which I can discuss. The
1060 bids came in high, and the Board was not ready to undertake that cost. Discussions have
1061 gone back and forth regarding the RV storage area whether or not the money to put into it
1062 is worth the revenues that will be received. Those plans are essentially done. The smaller-
1063 scale projects are listed but include the dog park, intersection improvements, foot bridges,
1064 sidewalks, and stormwater infrastructure. A lot is going on. To answer Ms. Kassel's
1065 question, site inspection #2 for the master system, the action item is for Inframark and more
1066 discussion for the Estates. I think at that point, we need to decide what the Board wants to
1067 do going into the next fiscal year on building things or not doing anything. All the plans
1068 will be on the shelf, waiting to be bid.

1069 Ms. Kassel stated I am not an expert on this. We have been working with you for a
1070 number of months. Your work is wonderful, but I am trying to understand how the balance
1071 of the work is \$30,000 worth of work.

1072 Mr. Hamstra stated I am already \$10,000 into the \$30,000 with the last two invoices.
1073 We did not meet last month, so I included the draft invoice showing what has been done
1074 during the last two and a half months since we met. I am not planning to spend it if I do
1075 not need to. If you so direct, we will slow it down and wait until the next fiscal year to
1076 decide what we are going to do.

Harmony CDD
July 28, 2022, meeting

1077 Mr. Short asked is it a not-to-exceed amount?

1078 Mr. Hamstra stated that is correct; it is not a lump sum.

1079 Ms. Kassel asked where are we with the budget-to-actual dollars for engineering for
1080 this fiscal year?

1081 Ms. Kramer stated I think we are seriously over budget because we were not planning
1082 on doing the changes we did in the Estates and everything else. We should have suspected,
1083 but we did not. We are seriously over budget, but one of the problems with the way we
1084 have been doing billing is, instead of billing by projects, we have been doing it on monthly
1085 billings. All the costs for the garden road and resurfacing alleys and some other work, even
1086 probably stormwater in the Estates, should have been paid from reserves. It was associated
1087 with a reserve project, so it should not have been coded to general engineering. I do not
1088 know if we can clean that up in the financial statements.

1089 Ms. Kassel stated I wonder how much work that is left can be associated with the
1090 reserve account.

1091 Ms. Kramer stated we can adjust that, if Mr. Hamstra can refine that list of the
1092 breakdown for projects and provide it to Ms. Kassel. Mr. Hamstra should update that list,
1093 and then we can look at it for the different projects.

1094 Ms. Montagna stated some things need to be reclassified, which I discussed with Ms.
1095 Kramer. I am working with accounting now to get some things reclassified, not only for
1096 engineering but other line items throughout the budget. Engineering as of June 30 is
1097 \$89,211 against a budget of \$20,000. That amount was budgeted before you engaged your
1098 new engineer; that budget was set prior to switching engineers.

1099 Ms. Kassel stated yes, we understand.

1100 Ms. Montagna stated as Ms. Kramer indicated, some things need to be reclassified. We
1101 can reclass it to the actual line items as opposed to coding the lump sum in the engineering
1102 line item.

1103 Ms. Kassel asked do we have any idea what percentage or how much of the \$89,000
1104 might be reclassified? I am just trying to be able to justify another \$30,000 when the
1105 community has had so much uproar on how much we are spending on the engineer.

1106 Mr. Leet stated in an effort to educate the public, we have undertaken millions of
1107 dollars' worth of projects. The rule of thumb is, 10% to 12% of the costs is for engineering
1108 fees. We are still well below that with the efficiencies going on, but we are tackling some

Harmony CDD
July 28, 2022, meeting

1109 large projects. We typically deal with fences, cracked sidewalks, and other typical
1110 maintenance. Harmony is much like a small city with resurfacing roadways and stormwater
1111 systems.

1112 Ms. Kramer stated in looking at the table, it is easily \$60,000 to \$70,000 that should go
1113 to reserve project line item.

1114 Mr. Leet stated I agree.

1115 Ms. Montagna stated \$73,498.

1116 Ms. Kassel stated that means we would then be below budget at this point.

1117 Ms. Kramer stated yes, we need to get the coding straightened out. Another line item
1118 is pool resurfacing. It looks like we spent five times our annual budget when actually pool
1119 resurfacing is a reserve item. We need the accounting staff to get our budget in shape.

1120

1121 Ms. Kassel made a MOTION to approve change order #2
1122 with Pegasus Engineering for continued engineering
1123 services, in an amount not to exceed \$30,000.

1124 Mr. Short seconded the motion.

1125

1126 Upon VOICE VOTE, with all in favor, unanimous approval
1127 was given to change order #2 with Pegasus Engineering for
1128 continued engineering services, in an amount not to exceed
1129 \$30,000.

1130

1131 Mr. Hamstra stated the big-ticket item is the Estates. Multiple things are going on. The
1132 first is Regatta Homes. When I was out there a couple weeks ago with Mr. Perez, the area
1133 was a mess with a lack of sediment and erosion control. I do not know how hard you want
1134 me to crack down on them, if you want Mr. Morrell to do that, or if we want to call the
1135 County in. The builders are doing sloppy work. The other builder—Millennium—I am not
1136 sure if they might be out of business. They have not been out here in months to do any
1137 work. I hate seeing this. We are spending a lot of money to get your infrastructure back in
1138 shape when builders, quite honestly, do not respect the District or private property issues.
1139 I will defer to the Board how you want to handle this.

1140 Ms. Kramer asked do we know anyone who is good at talking with the County? I know
1141 Mr. Hamstra has already gone to the County at the staff level. Is it time for us to start
1142 discussing this with the County manager, which is at Ms. Montagna's level? Then if we
1143 receive no response from him to correct enforcement by the County, we can start with the
1144 County commissioners.

Harmony CDD
July 28, 2022, meeting

1145 Ms. Montagna asked code enforcement?

1146 Ms. Kramer stated we could talk with code enforcement and see if they can do it. I am
1147 thinking about going higher with the County manager and a political level if we are not
1148 getting any movement on the staff level.

1149 Ms. Montagna stated yes.

1150 Mr. Hamstra stated on page 4 of my report, Mr. Morrell and his staff were able to fix
1151 the “hole” in a resident’s front yard between 7157 and 7159 Oak Glen Trail. I believe he
1152 was at the meeting a couple months ago. He had some cones around it. Staff did a great job
1153 pouring concrete with the recessed cap, and that problem has been rectified.

1154 Ms. Kramer stated we have about eight or ten more of those.

1155 Mr. Hamstra stated yes, some are on private property or in open spaces.

1156 Ms. Kramer stated some are in the rights-of-way. Will Mr. Morrell be doing a review
1157 to locate those? In the Estates is an underdrain and open pipe in the right-of-way where we
1158 have an easement. The County had previously been good to work with us, but not for this.

1159 Mr. Hamstra stated they will do everything except the underdrains.

1160 Ms. Kramer stated that is correct; they will not do the underdrains. While the concrete
1161 truck is still here replacing sidewalk panels, before he leaves, we need to identify all those
1162 locations where we have that same situation and get them flagged so they can form them
1163 up and do the same work.

1164 Mr. Hamstra stated I have a map with dots I can provide Mr. Morrell so he can go
1165 directly to them and form the two-foot by two-foot pads.

1166 Mr. Morrell stated in the last two weeks, we discovered one of them that we did 18
1167 months ago was two feet by two feet but is now covered.

1168 Mr. Hamstra stated yes, it is the same thing in various locations. I have a map with all
1169 those locations.

1170 Ms. Kramer stated that is a liability issue for us, and we do not want a child to fall in
1171 and break a leg or something.

1172 Mr. Hamstra stated the next item on page 4, Inframark staff cleaned the brush and
1173 vegetation and trees around the 14 inlets outside the rights-of-way. The goal is to put down
1174 some riprap around them to protect them so they do not get silted up again. I talked with
1175 Mr. Perez if they might be comfortable doing that work, but Inframark might outsource it
1176 to a contractor.

Harmony CDD
July 28, 2022, meeting

1177 Mr. Perez stated yes.

1178 Mr. Hamstra stated that is something to be discussed October 1.

1179 Ms. Kramer asked does that need to be done after we do all the repair work?

1180 Mr. Hamstra stated yes. We have the CCTV inspection videos from Atlantic Pipe
1181 Services. The one resident who complained that the pipe was not inspected, we found out
1182 why it had an issue. Whoever installed the fence, the post goes through the pipe. That pipe
1183 will be slip lined but will need to be removed and replaced, unfortunately. I do not know if
1184 years later you want to go back to the fence company.

1185 Ms. Kassel asked what needs to happen now?

1186 Mr. Hamstra stated we will generate for the next meeting what pipes need to be slip
1187 lined and what pipes have to be replaced for capital projects for next year for the Estates.
1188 They are all plastic pipes that have been compromised either during or after construction.
1189 It will be a one- or two-page memorandum with photographs and a map showing the pipes
1190 and lengths of pipes.

1191 Ms. Kramer stated then Mr. Hamstra can provide a scope of work.

1192 Mr. Hamstra stated yes, it will be one or two pages. We will list the street and show
1193 bids. Companies like Atlantic Pipe Services do this kind of work, so they will be the general
1194 contractor. They will do slip lining and things like that. The garden road is on hold until
1195 fiscal year 2023. RV storage on hold. Regarding the wetland conservation area, Ms.
1196 Catherine Bowman was out there this week with South Florida Water Management
1197 District, and things are progressing as far as I am aware. Regarding the dog park, I listed
1198 what is left to be done. To get a fountain for the dog park, these are the steps Toho Water
1199 Authority ("Toho") asked that we go through.

1200 Ms. Kassel stated I propose we table this until next fiscal year.

1201 Ms. Kramer stated we might want to put out a water container. It would be cheaper to
1202 put in small shade structure over one of the benches and a rain barrel off it. Then you can
1203 use the rainwater.

1204 Mr. Hamstra stated the cost for what they are asking us to do for a hose bib is incredible.

1205 Ms. Kassel asked is that something we can add to get a shade structure over one of the
1206 benches, perhaps one of the benches that is out in the open by the pine trees and get a rain
1207 barrel with a spigot at the bottom?

1208 Mr. Morrell stated I will ask Mr. Perez to assist me with your request.

Harmony CDD
July 28, 2022, meeting

1209 Ms. Kramer stated I looked at the Cherry Hill swale. The torpedo grass growing
1210 adjacent to it is now growing into it very nicely, and it appears to be draining fine. I do not
1211 know that sod is necessary.

1212 Mr. Hamstra stated nature has a way of working itself out.

1213 **B. District Counsel Report**

1214 The attorney's report is included in the agenda package and available for review on the
1215 website or in the District office during normal business hours.

1216 Ms. Kramer stated the information provided in the agenda package does not do us any
1217 good at this point because we have new counsel. We will be moving forward with those
1218 issues.

1219 Ms. Kassel stated I would like to hear if counsel has any thoughts they would like to
1220 share with us at this meeting based on what they have seen in our previous reports.

1221 Mr. Eckert stated after this meeting, at my cost, I will reach out to each Board member,
1222 spend some time with you, introduce myself, and get an idea of concerns you have had
1223 over the past year. I will do that on an individual basis. Then I can speak more coherently
1224 on that. I did not understand the real estate items from the printout. I can share with the
1225 Board an example of the due diligence chart we use that tracks conveyances and easements.
1226 We are looking at a reference in real time instead of researching what happened ten years
1227 ago. That usually never works out very well. At this point, until I have those conversations,
1228 I do not feel I have been tasked with projects other than negotiating the final terms of the
1229 contract. I will reach out to each of you individually, and you will not be charged for me
1230 to get oriented as to what the issues are. That is my suggestion. If you have something for
1231 me to look at before then, I am happy to do that, too.

1232 Ms. Kassel stated the only thing that comes to mind now is familiarizing our two new
1233 Board members with the Sunshine Law and anything else they need to know in order to
1234 not break the law.

1235 Mr. Eckert stated I can do that now or I can call them tomorrow. It is up to the Chair if
1236 you want me to take time to do that now.

1237 Ms. Kramer stated I think calling them individually is better so they can ask questions.

1238 Mr. Eckert stated we will also provide a Supervisor notebook. Since I am new, I will
1239 provide it to all the Supervisors. One thing I do not understand in terms of rules of
1240 procedure you may have adopted in the past is the issue of roads where you received no
1241 bids. The rules I draft for my districts say if you do not receive any bids, then that is your

Harmony CDD
July 28, 2022, meeting

1242 green light to directly contract with whomever you want. So you can just go and negotiate.
1243 You do not have to advertise or anything like that. It is permitted in Florida if you have it
1244 in your rules. I do not know if you have that, but it is standard in our rules. We run into this
1245 from time to time, and boards are usually concerned, but now you have the ability to
1246 negotiate prices, whereas you cannot do that ordinarily.

1247 Ms. Kassel stated Mr. Hamstra approached Jr. Davis, for example, and they declined
1248 to submit a bid.

1249 Mr. Eckert stated that was regarding submitting a bid. What I have found when you are
1250 in direct negotiations with a contractor, he will take it a little more seriously, whereas when
1251 submitting a bid, he will devote time to prepare a proposal and will probably be one of six
1252 proposers and may not be awarded the bid, versus wanting to work with the District on a
1253 fair deal. Mr. Hamstra will have the pulse of current prices. I will review the rules of
1254 procedure to see if that is an option.

1255 Mr. Hamstra asked is that independent of the price of the project, if it is above or below
1256 a threshold?

1257 Mr. Eckert stated it does not apply under the consultants' competitive negotiations act,
1258 but it does apply under construction projects. I had a \$10 million project that received no
1259 bids, so we negotiated a direct contract because it was permitted under the rules.

1260 Ms. Kassel stated we may still want to wait on alley repaving because costs may come
1261 down.

1262 Mr. Leet asked is a time limit associated with no bids received?

1263 Mr. Eckert stated I think you need to address it at your next meeting because you did
1264 not make a decision but deferred it to a future meeting. I will review the rules and tell you
1265 what your options are at the next meeting. I will provide my card to everyone. I will ask
1266 everyone to email me to let me know when a good time is for me to contact you: mornings,
1267 evenings. I would set aside an hour to talk and help me get oriented.

1268 **C. Field Manager Report**

1269 **i. Field Report**

1270 Mr. Perez stated the new pressure washer has arrived and has been going full force
1271 pretty constantly. Aquatic weed control contract work is well underway. I attended a
1272 meeting with them last week. When I was out with Mr. Hamstra, we saw significant blatant
1273 killing of aquatic weeds. Mr. Morrell and his staff continue to chase cogongrass in a couple
1274 areas. Past the big dog park in that pond are some areas across the lake bank that are really

Harmony CDD
July 28, 2022, meeting

bad. We will continue chasing that, as well. Sidewalk grinding was completed, and panel replacements have started. They should be wrapping up at the end of August. We had concrete supply issues in trying to keep costs down, so we rescheduled that work to the end of August. We have not had a lot of concerns. Unfortunately, we left some stakes up too long, but they have been cleared. In the field report itself, June and July had a lot of landscape-related items. I have discussed these with Mr. Morrell, and we will be improving that to be more encompassing of other facilities, including pools and things field staff needs to address. We will include that in the report so you can see it. I started sending weekly updates again, mainly due to having new Board members. I felt it was important for you to see a weekly update coming from field staff. We will get new email addresses set up for our newest Board members. If you do not feel it is pertinent or if you are receiving enough information, we can always pull back the weekly emails. The splash pad has been problematic for us. In May, we replaced the control kit, and we have 14 of them. In early June, we had issues again. Spies came back out and felt it was the variable frequency drive (“VFD”) computer causing issues with the pump. The VFD controls the flow on how the splash pads operate. The vendor, Automation Logic, came out. He looked at the VFD and found no issues. He cycled through it and the pump kicks on, so it could be an issue with the impellor in the pump. It looks like that pump has never been replaced; it is an original pump from when the splash pad was built. It could be the impellor, but the problem we are running into is everyone being so busy with other pools and fountains. Spies cannot get out here until the end of summer. We reached out to Freeport Fountains. They were responsive, but then just yesterday they gave us the name of a pump vendor in Palm Beach. Mr. Morrell reached out to him, and he said he would not do anything with our VFD. Florida Water Features has not been responsive, so we continue to try to find someone who can work on the pool and the pump to try to repair the issue with the impellor. He also mentioned they are concerned because the pump is so old; if they remove it, the fittings may be damaged because the pump is almost 20 years old. Every week we are circling up with these vendors trying to see when we can get someone out here. We are following up with them.

Ms. Kramer asked right now you are looking for someone to replace the impellor and the pump, or the pump altogether in the splash pad?

Mr. Perez stated yes, they can either pull the pump apart and inspect the impellor, and if the impellor is bad, replace just that, or we just replace the entire pump.

Harmony CDD
July 28, 2022, meeting

1307 Mr. Leet asked what is the expected service life on a pool pump like that?

1308 Ms. Kassel stated 20 years.

1309 Ms. Kramer asked is it as simple as getting someone from Pinch-a-Penny to come out
1310 and replace the pump, or give us a cost on replacing the pump?

1311 Mr. Perez stated no, this is not a normal pool pump. It is a bigger pump. It is a metal-
1312 cased pump versus a plastic pump. The residential pool pump you would see is different.
1313 This one is metal encased. It is a beefy pump. We reached back out to Freeport Fountains
1314 today after his contact would not help us. Hopefully he will contact us. I will call Jack from
1315 Florida Water Features again tomorrow, and we will keep looking. I will talk with Mr.
1316 Russ Simmons, field manager in Celebration. They had an issue, but it was not necessarily
1317 with the splash pad pump.

1318 Ms. Kramer stated we need to call the City of Saint Cloud; they may know someone
1319 who works with splash pads since they have several of them.

1320 Mr. Perez stated they use Freeport Fountains. That is who I spoke with.

1321 Ms. Kramer asked Osceola County, or the City of Saint Cloud?

1322 Mr. Perez stated he installed the splash pads at both.

1323 Mr. Perez reviewed TEM service quote #EST4615 for Buck Lake. It is higher than the
1324 procurement threshold, and we reached out to two other DoorKing vendors. Each wanted
1325 to charge \$185 to \$195 per hour to see what the issue is. TEM is saying it is probably a
1326 lightning strike causing the gate not locking at Buck Lake.

1327 Ms. Kramer asked can they take out the board and test it? We ended up with this
1328 problem, and the District footed the bill for a whole new board. We found out later that
1329 someone tripped the ground fault circuit interrupter ("GFCI"), but yet we still had to pay
1330 for the full board.

1331 Mr. Perez stated I will follow up with TEM and see if they will test the board prior to
1332 replacing it.

1333 Ms. Kramer asked if the board is fried, do we want to approve this quote?

1334

1335 Ms. Kassel made a MOTION to approve service quote
1336 #EST4615 from TEM Systems for replacement of the main
1337 board for the DoorKing system at Buck Lake, in the amount
1338 of \$3,642.00, if needed, as discussed.

1339 Mr. Short seconded the motion.

1340

Harmony CDD
July 28, 2022, meeting

1341 Mr. Leet stated this is the third or fourth or fifth time this happened with lightning
1342 issues since I have lived here. I am curious on what they find and say is the actual problem
1343 versus an underlying issue.

1344 Ms. Kramer stated I am curious, too. I read several TEM invoices on Avid, and some
1345 of them indicated our network server provider needed to do something with their firewall
1346 to allow access, and other things that needed to be done. Then they closed it out as not
1347 being done because we never got back to them. TEM is getting to be very expensive for
1348 us. I am ready to install a combination lock ask them to issue the number out to the
1349 residents. This is getting ridiculous. Would Mr. Leet work with them, since you understand
1350 the boards and other circuitry?

1351 Mr. Leet stated yes, I would be happy to.

1352 Ms. Kramer stated I am willing to pay \$185 for second quote, because as we saw in our
1353 plumbing issues, we went from quotes of \$8,000 and \$4,000, and paid \$850 to fix it. Paying
1354 \$185 to pay only \$850 was worth it and saved us money. We should follow the procurement
1355 policy on that basis.

1356 Ms. Kassel asked do we not move forward until we get more bids?

1357 Ms. Kramer stated I do not know. At this point in time, I am concerned leaving the
1358 dock area totally accessible and not secured at all. If it is a fried board, let us replace it.
1359 Then we can figure out a better option.

1360

1361 Upon VOICE VOTE, with all in favor, unanimous approval
1362 was given to service quote #EST4615 from TEM Systems
1363 for replacement of the main board for the DoorKing system
1364 at Buck Lake, in the amount of \$3,642.00, if needed, as
1365 discussed.

1366

1367 Mr. Perez stated I sent an email yesterday. Mr. Morrell should have copies of a project
1368 list we are tracking with items field staff is working on. Those items are captured in the
1369 field report so you can physically see them instead of being on spreadsheets. Of the 78
1370 items, 49 were field related. Of those 49 items, 46 have been completed. Staff is staying
1371 extremely busy. Regarding the swim club repair and insurance update, they have finalized
1372 the main repair issues on the wall. Mr. Morrell and staff inspected it today. The restrooms
1373 are cleaned up and open for use as of today. We are waiting on the louvre outside, and Mr.
1374 Morrell said they will be coming back in a couple weeks for that.

1375 Ms. Kramer asked is that covered by insurance?

Harmony CDD
July 28, 2022, meeting

1376 Mr. Perez stated yes, the driver's insurance company and our insurance company are
1377 involved in that. I believe we had to pay the deductible, which our insurance company is
1378 going to the driver's insurance company to collect, so it will be at zero cost to the District
1379 when all is said and done.

1380 Ms. Kassel stated I have mentioned previously an item I do not see on the list, and I
1381 would like it added. A resident mentioned it somewhere, maybe Facebook, about all the
1382 white recycled fencing along Five Oaks Drive and U.S. Hwy 192, which I believe are
1383 District-owned property, not on the west side of Five Oaks Drive at the townhouses but on
1384 the east side of Five Oaks Drive and along U.S. Hwy 192. Some of those fences look
1385 terrible. I requested once or twice that they be power washed, and I do not see this on the
1386 list. I would like it added.

1387 Mr. Morrell stated we have the new pressure washer, and I have field staff working
1388 first on the west side of the fence on U.S. Hwy 192.

1389 Ms. Kramer asked that are doing that work now?

1390 Mr. Morrell stated yes.

1391 Ms. Kramer stated we had to wait until we got the pressure washer. Add that to the list.

1392 Mr. Morrell stated yes.

1393 ii. **Addendum to Landscape Service Agreement**

1394 Ms. Kramer stated this addendum is for the addition of the Enclaves to our budget. It
1395 is for two months of service: August and September. October 1, 2022, they will begin their
1396 new contract. The addendum is for mowing the front berm. The only area the District is
1397 accepting is the front berm area. We will not have the median strip in front of the Enclaves.
1398 Is that still five irrigation zones, or is it something less?

1399 Mr. Perez stated it is five; I verified it today.

1400 Ms. Kassel stated the chart shows \$48 in a column that does not have a label. That
1401 should belong in the September 2022 column.

1402 Ms. Kramer stated yes, it got bumped into the wrong column. It is for two months of
1403 service, and we have brand new trees and shrubs. Do we need the trees and shrubs portion
1404 of this proposal?

1405 Ms. Kassel stated for either August or September.

1406 Mr. Perez stated you should not need it, but it is not a bad idea to fertilize them. We do
1407 not know what fertilization has been put on them. You can wait until October if you want,

Harmony CDD
July 28, 2022, meeting

1408 totally your call. They priced it based on the fee summary of the current contract when
1409 applications were taking place.

1410 Ms. Kramer stated we entered into another addendum a couple months ago for mowing
1411 and maintenance of U-1, U-2, and B-1 parcels that we were just informed we own, which
1412 have not yet been mowed or maintained. Will this fit into the schedule?

1413 Mr. Betancourt stated I was told that will start in October with the new contract.

1414 Ms. Kramer asked what will start in October?

1415 Mr. Betancourt asked are you talking about the fenced area?

1416 Ms. Kramer stated yes, we entered an agreement for Servello to start that work maybe
1417 two months ago.

1418 Mr. Perez stated yes, three months ago, the addendum was presented and approved.

1419 Ms. Montagna stated yes, that is correct.

1420 Mr. Betancourt stated my apologies, I was not told about that.

1421 Ms. Kramer stated word did not get to Mr. Betancourt that we approved and signed the
1422 addendum.

1423 Mr. Betancourt stated that area will be mowed.

1424 Ms. Kramer stated Inframark needs to make sure we were not billed nor have paid
1425 invoices for that time period.

1426 Mr. Betancourt stated if someone can show me the boundaries, we can start mowing.

1427 Ms. Montagna stated Servello was at the meeting when it was approved.

1428 Ms. Kramer stated I want to be sure we have not been paying the last several months
1429 for that service.

1430 Ms. Montagna stated I will doublecheck right now to make sure.

1431 Ms. Kramer stated I tried to look, and I do not think I saw it. Doublecheck on that.
1432 Servello will be able to perform this work?

1433 Mr. Betancourt stated yes. More than likely, it will be on Mondays when we mow the
1434 horseshoe area. We will mow the strip, I believe, just as we did when I first came here.

1435 Ms. Kramer asked is the pricing in line with the current pricing for that amount of area?

1436 Mr. Perez stated yes, it seems to be. They did not quote a price per square foot, but it
1437 is not much.

1438
1439

Harmony CDD
July 28, 2022, meeting

Ms. Kassel made a MOTION to approve the addendum to the landscape service agreement with Servello & Son for the Enclaves, for two months ending September 30, 2022, in the amount \$2,676.

Mr. Leet seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the addendum to the landscape service agreement with Servello & Son for the Enclaves, for two months ending September 30, 2022, in the amount \$2,676.

Mr. Leet stated since we are discussing the landscaping in the Enclaves area, I know we had some property and silt fence issues behind the Enclaves. Do you have a sense of the time scale, and is it appropriate to discuss now while we are discussing landscaping for the Enclaves?

Mr. Hamstra stated Mr. Perez and I were out there July 7. A lot of construction is still going on. I will feel better once the houses are painted.

Ms. Kramer stated since Jones Homes has helped on these other issues, once construction is complete, maybe they will step up and help by installing a nice hedge along that area. If not, we have been able to propagate firebrush really well. It grows eight feet tall and eight feet wide. That might be a good plant material to put in that area if Jones Homes will not do it for us. We will address that in a couple months when they are finished.

iii. Consideration of Basketball Resurfacing Proposals

Ms. Kramer reviewed the proposals received: Ace Surfaces, AAA Court Surfaces, and Sport Surfaces.

Ms. Kramer stated AAA Court Surfaces has a two-year warranty, and the proposal amount is \$9,000. They will fill the cracks and level it out with a 1% slope for drainage.

Ms. Kassel stated their proposal said the court must have a minimum 1% slope in order to warranty the work. I think they are saying that is our obligation.

Ms. Kramer stated no, they will make sure it is sloped 1%. That is standard slope.

Ms. Kassel stated I have a question for Mr. Hamstra about grinding using fill or using fill for areas that have dips.

Ms. Kramer asked you mean to level it out?

Ms. Kassel stated yes, and if it is durable.

Harmony CDD
July 28, 2022, meeting

1474 Mr. Hamstra stated they usually use a granular material, like small pebbles or
1475 something to fill those voids before they cover it up with the material, versus using pure
1476 sand. Without them being more specific, I am not sure.

1477 Ms. Kramer stated they have a specific leveler that is used for these concrete surfaces.
1478 They have to rough it up in order to have good adhesion. It is important that we have a
1479 warranty. Ace Surfaces quoted \$26,500 if you upgrade to get the warranty. Sport Surfaces
1480 quoted \$7,800 with no warranty, and they want 50% up front. They also have a disclaimer
1481 that they are not responsible for anything.

1482 Mr. Eckert stated we have dealt with Sport Surfaces, and the 50% upfront payment
1483 should be labeled a deposit, not a fee.

1484 Ms. Kassel stated I see only Sport Surfaces and AAA Court Surfaces. I do not see Ace
1485 Surfaces at all.

1486 Ms. Kramer stated Ace Surfaces was a one-page email stuck in the middle of Sport
1487 Surfaces's proposal, on page 426. They gave no guarantee, and they do not provide any
1488 leveling.

1489 Ms. Kassel stated I thought that email had to do with Sport Surfaces.

1490 Ms. Kramer stated no, it is a separate vendor. Has Mr. Hamstra or Mr. Eckert worked
1491 with any of these vendors? It sounds like Mr. Eckert has dealt with Sport Surfaces.

1492 Mr. Eckert stated the engineer had worked with them before, and the work was fine.
1493 Our issue was, I have a district that started a basketball and tennis court project, and then
1494 they changed it eliminating the need to use Sport Surfaces at all. The way the contract was
1495 written, fortunately, we paid them a \$750 permitting fee in addition to the actual cost of
1496 the permit. We had to pay 50% up front. When I saw that, I said we will pay a 50% deposit,
1497 but it is not a fee. We put that in the agreement. The Board decided not to move forward
1498 with the project, and we are in the process of getting the deposit back. We do not anticipate
1499 any issues with them.

1500 Ms. Kramer asked you do not know what their work is like?

1501 Mr. Eckert stated the engineer had used them before and he represented to the Board
1502 that their work was good. That is what I was told.

1503 Ms. Kramer stated my only concern with Sport Surfaces is, they have a disclaimer
1504 because it is a preexisting court, that they are not responsible for anything and they

Harmony CDD
July 28, 2022, meeting

1505 provided no warranty whatsoever. I keep going down there, and this basketball court is
1506 hugely popular.

1507 Ms. Kassel stated it is a danger when it is wet.

1508 Ms. Kramer stated yes, it is a danger, and it is so bright white when the sun hits it, and
1509 it is very difficult for people to see. It definitely needs an upgrade. This will come out of
1510 reserves, since it is a long-term item.

1511 Ms. Kassel stated Sport Surfaces is the least expensive at \$7,800.

1512 Mr. Leet stated we would have a two-year workmanship warranty with AAA Court
1513 Surfaces, which seems to be worth a slightly higher cost.

1514 Ms. Kramer stated yes, I am leaning toward AAA Court Surfaces, from what I read and
1515 all the work they will do as far as reworking the surface.

1516 Mr. Leet asked do we need to pick a color?

1517 Ms. Kramer stated yes, I recommend forest or dark green.

1518 Ms. Kassel stated that will absorb heat.

1519 Mr. Morrell stated I have talked with some of the guys on the basketball court.

1520 Ms. Kramer stated they are the ones who need to make a decision on the color.

1521 Mr. Morrell stated they want to move forward with dark gray.

1522 Ms. Kramer stated they are the ones playing on it.

1523

1524 Mr. Leet made a MOTION to approve the proposal from
1525 AAA Court Surfaces for basketball court resurfacing, in the
1526 amount of \$9,000.

1527 Ms. Kassel seconded the motion.

1528

1529 Mr. Short asked is the warranty really worth an extra \$1,200?

1530 Ms. Phillips stated it is hard to decide. AAA Court Surfaces spells out what they are
1531 going to do before they put it down, and the other one does not.

1532 Ms. Kramer stated yes, that is what struck me. They were very detailed.

1533 Ms. Phillips stated that is what I lean toward. When someone goes through the trouble
1534 of providing details, then it has been thought out. I do not know anything about these
1535 companies. Maybe Ace Surfaces was more of a letter after speaking with Mr. Morrell on
1536 the phone, or maybe they do all the same stuff. I do not know.

1537 Mr. Short stated it could be standard wording.

1538 Ms. Kramer stated yes.

Harmony CDD
July 28, 2022, meeting

1539 Ms. Kassel asked have either of our professional staff worked with AAA Court
1540 Surfaces?

1541 Mr. Hamstra stated I think the AAA Court Surfaces warranty is worth it. We had some
1542 tennis courts done in another community. The workmanship was horrible and we did not
1543 have a warranty.

1544 Ms. Kramer asked do we want to decide on a color now? Or get input from the players?
1545 Do we want to go with dark gray?

1546 Mr. Leet stated yes, with white striping.

1547

1548 Upon VOICE VOTE, with all in favor, unanimous approval
1549 was given to the proposal from AAA Court Surfaces for
1550 basketball court resurfacing, in the amount of \$9,000, in dark
1551 gray with white striping.

1552

1553 Mr. Eckert stated when the Board approves something like this, typically my boards
1554 will direct me to prepare a contract. I want to make sure that is understood; you are not just
1555 signing a proposal but will have an agreement.

1556 Ms. Kramer stated yes, that is correct. Everything will go through the attorney.

1557 Mr. Hamstra stated this may apply to Mr. Perez or Mr. Morrell. When I drove here this
1558 morning, I saw an eight-foot alligator crossing Five Oaks Drive going to hole #2 pond. Is
1559 that an issue for Fish and Wildlife Commission, or Harmony?

1560 Ms. Kramer stated it is Harmony.

1561 Ms. Kassel stated unless an alligator becomes a nuisance by following or approaching
1562 people, our policy is to leave them alone. Thank you for letting us know. I was running one
1563 morning several years ago about 5:30 or 5:45 on the right side of the road by the bicycle
1564 lane, and an eight-foot alligator was on the other side of the road, just sitting there.

1565

1566 **SEVENTH ORDER OF BUSINESS** **District Manager**

1567 **A. District Manager's Report**

1568 Ms. Montagna stated welcome to the new Board members. I spoke with Ms. Kramer at
1569 length today. A lot of things have been going on, but it is a little past one year, so we wanted
1570 to do an annual review. I cannot do it with the entire Board, so I have asked Ms. Kramer,
1571 Inframark's Vice President Mr. Chris Tarase, Mr. Perez, and me to meet the week of
1572 August 8. We will do an annual review going forward. We are going to provide input on
1573 how to streamline some things. As most of you know, you went from Mr. Bob Koncar to

Harmony CDD
July 28, 2022, meeting

me as manager and field within the last year. Things have been *status quo*. Now is a perfect time with new Board members to have a review to see where we can improve, what we are doing well, and things of that nature. Being the whole Board cannot be part of that discussion unless we do it in a meeting, I will ask if any Board member has input—good, bad, or otherwise—concerns, general comments, or anything, send them to me so we can make your input and concerns part of this meeting. Once we have this meeting, a full summary will be written and presented to the Board regarding the results of that meeting. We want to streamline some things on the management side as well as the field side. That is what we are looking to do, and now is a good time. We are going into the new fiscal year in a few months, we have new Board members, and we have been at this with changes just at a year. Ms. Kramer already mentioned Ms. Burgess and the minutes. We will see how that works.

Ms. Kramer stated we are coming up to the public hearing for the budget. Mr. Leet should put the August 15 meeting date on the website. The question I have for the Board is, we need the meeting on August 15 for the formal public hearing on the budget to meet time deadlines set by Florida Statutes. Do you want a meeting just for the public hearing on August 15 and the regular meeting at the end of August? Or do you want to make August 15 the monthly meeting and cancel the meeting the last Thursday of the month?

Ms. Kassel stated it is only two-and-a-half weeks from now.

Ms. Kramer stated yes, it is a short turnaround.

Ms. Montagna stated to add to Ms. Kramer's comments, the meeting on August 15 is to adopt the final budget at the budget hearing. We need to know if you want two meetings in August. Internally, I canceled the meeting for August 25, but that does not mean anything. It has already been advertised. Internally, I need to know if I need to put it back on the calendar and Mr. Leet to put it on the website. What it means to the District is, an extra meetings means a greater expense. You need to pay Board members in attendance. Legal counsel and the engineer really do not need to be at the public hearing unless the Board wants or needs them to attend. We can do everything with the hearing and a regular meeting on August 15, or we can have two meetings.

Mr. Leet asked can all our staff attend a Monday meeting, as opposed to the last Thursday of the month?

Harmony CDD
July 28, 2022, meeting

1605 Ms. Montagna stated they would be available. The attorney and engineer could attend
1606 via Zoom or in person, and we could have the regular meeting with the budget hearing, as
1607 opposed to two separate meetings.

1608 Ms. Kassel stated I am fine with canceling the later meeting, but it is in only two-and-
1609 a-half weeks. I do not know how much we will have to discuss.

1610 Mr. Short stated I have been to two meetings so far. Are they typically this long?

1611 Ms. Kramer stated we had an extensive discussion regarding legal counsel, or else it
1612 would have been about 45 minutes shorter without that discussion.

1613 Mr. Leet stated in the prior year, we had a hard limit of two hours for meetings.

1614 Mr. Short stated my thought is, if we are combining two meetings, we are having a
1615 three-hour meeting tonight and another one-hour meeting later. That is a pretty long
1616 meeting.

1617 Mr. Leet stated they would not add up like that.

1618 Mr. Short stated okay.

1619 Ms. Montagna stated potentially you are not adding two meetings. Typically, the
1620 budget hearing is within your regular meeting.

1621 Ms. Kramer stated normally the budget hearing would have been tonight.

1622 Ms. Montagna stated yes. What happened this time was, the deadline was missed, so
1623 we had to move the budget hearing to be able to meet the property appraiser deadline. We
1624 moved it from the regular meeting to another date. Essentially, you would have had one
1625 meeting anyway.

1626 Mr. Short stated thank you.

1627 Ms. Kramer asked are Mr. Hamstra and Mr. Eckert available via Zoom on August 15?

1628 Mr. Hamstra stated by Zoom, yes.

1629 Mr. Eckert stated I will need to check.

1630 Ms. Kramer stated we need to get the date posted on the website, because originally we
1631 posted the budget hearing would be tonight, but it has been moved to August 15.

1632 Ms. Phillips asked do very many people generally come to that hearing?

1633 Ms. Kramer stated no, typically no one attends. However, we are increasing
1634 assessments this time.

1635 Ms. Phillips asked what good will it do people to come now? The budget has to be
1636 adopted that night.

Harmony CDD
July 28, 2022, meeting

1637 Ms. Kramer stated yes, but we can adjust things. The whole point is to hear what they
1638 have to say and make any adjustments that we feel are appropriate before we officially
1639 adopt the budget.

1640 Ms. Phillips stated I remember now that we can reduce the assessments, but we cannot
1641 increase the assessments.

1642 Ms. Kramer stated that is correct.

1643 Mr. Eckert stated on August 15, I have two different meetings, at 6:00 p.m. and 6:30
1644 p.m., so I can have someone in my firm cover one of those. I can definitely have coverage
1645 at the meeting, and I will try to have it be me and have someone else cover the other meeting
1646 for me. I am really the only one familiar with Harmony.

1647 Ms. Kramer stated that is a consideration. Any further thoughts regarding having our
1648 regular meeting on August 15?

1649 Ms. Phillips stated I would rather have it all on August 15. I will be out of town
1650 beginning August 24.

1651 Mr. Leet stated I do not see an issue having the next meeting five or six weeks later,
1652 especially since we just went eight or nine weeks.

1653 Ms. Kramer stated I agree; I think we can manage that length of time between meetings.

1654 Ms. Phillips asked if something comes up between the August 15 and September 29
1655 meetings, can we have an emergency meeting? Is that something we are allowed to do?

1656 Ms. Montagna stated yes.

1657 Ms. Kramer stated we can have an emergency meeting, or we do not cancel August 25
1658 but leave it open just in case. If we need to have a meeting to address something that has
1659 come up during that time period, we can let everyone know we need to hold the meeting.
1660 Does that make sense?

1661 Ms. Montagna stated yes, we can leave it on the calendar. It has been advertised, and
1662 that is totally fine. You can tentatively decide to meet August 15 for both the budget hearing
1663 and regular meeting, and if you need to call the meeting on August 25, we can.

1664 Mr. Leet asked on the website, we will call the August 15 our regular monthly meeting,
1665 and provide an agenda a week in advance.

1666 Ms. Montagna stated yes, that is correct.

1667 Ms. Kramer stated we also have to make clear that the public hearing to adopt the
1668 budget is part of the August 15 meeting.

Harmony CDD
July 28, 2022, meeting

1669 Ms. Montagna stated that is correct.

1670 Ms. Phillips stated if 2,000 people show up August 15 for the budget hearing, then we
1671 can call the regular meeting for August 25.

1672 Ms. Kramer stated yes. Do we need a motion?

1673 Ms. Montagna stated no, as long as the Board is giving consensus that the regular
1674 meeting and budget hearing will both be held on August 15, unless something comes up
1675 and we need to meet on August 25.

1676 Ms. Kramer stated we will try to keep that meeting as short as possible. Because we
1677 are proposing an increase in per-unit assessments, we are required to send mailed notice to
1678 property owners, and I believe that will be a little pricey. I do not know what the cost is.
1679 Even though we do not have a millage, Osceola County is now requiring all new CDDs to
1680 sign on with the truth in millage ("TRIM") notice process, which means we have to meet
1681 certain deadlines. It also gives us the ability instead of a letter directly from the District
1682 being mailed, which is a significant expense, our assessment adjustment actually shows up
1683 on the TRIM notice the County sends out with all the other taxes and assessments from the
1684 County, city, water management district, school board, and so on. It would save us an
1685 enormous amount of money in that situation. We can vote to go forward with that, and
1686 Inframark can adjust the budget timelines to match that process.

1687 Mr. Leet stated I am not hearing any downsides.

1688 Ms. Kramer stated I do not know of any, and it would save us a considerable amount
1689 of money.

1690 Mr. Eckert stated the only thing you lose is the ability to convey a message, which you
1691 would do through other means.

1692 Ms. Kramer stated yes. What I like about the TRIM notice, even if we are not increasing
1693 assessments, it lets the property owners know what it is. TRIM notices list everything on
1694 the tax bill. If we are not on the TRIM notice and owners receive their tax bills with our
1695 assessments, they will ask why it was not included on the TRIM notice. I think it better
1696 informs the property owners and taxpayers.

1697

1698 Mr. Leet made a MOTION to join the TRIM notice process
1699 with Osceola County.

1700 Ms. Kassel seconded the motion.

1701

Harmony CDD
July 28, 2022, meeting

Upon VOICE VOTE, with all in favor, unanimous approval was given to join the TRIM notice process with Osceola County.

Ms. Kramer stated I will ask Ms. Montagna to direct staff to get us included in that process.

Ms. Montagna stated we will take care of it.

Ms. Kramer stated the monitoring report was included in the manager's report. I do not know how closely everyone looked, but the per-meter charge just for the meters increased 50% over the last three years, going from \$13 to \$19, but we have a lot of meters. I asked Ms. Montagna and staff to reach out to Orlando Utilities Commission ("OUC"). They might offer an option to do a flat billing instead of per meter, so we should see if they would be willing to work with us on that. We were expecting an increase in maintenance charges, but just from May to June 2022, our maintenance charges for the street lights increased 7%. It is increasing quickly, and I do not expect it to slow down. Be aware of that when we prepare for the public hearing. I think we will be in a crunch if we reduce too much out of what we already have, because it is increasing quickly, and we have not started the new fiscal year. Toho bills had some highwater usages. We have been working with Barbara. We had a really high bill at the swim club cabana because of toilet issues. The toilets have been adjusted. I spoke with Barbara, and she can definitely adjust one bill that went from single and double digits to \$500+. She is putting in a request to adjust the second one to save us some money. We also had some irrigation breaks. The one in the front was a huge mainline break, about \$24,000. They are willing to adjust that bill if we provide them with proof that we made the repair. Toho is being a good, cooperative partner with us on that, even though they were not as cooperative for a fountain at the dog park. I will ask Barbara if she might be able to help us with that, too.

EIGHTH ORDER OF BUSINESS Old Business

A. Buck Lake General Committee Recommendation

Ms. Kramer stated Harmony West asked us to reconsider this. We had turned them down. For the benefit of our new Board members, Buck Lake is not owned by the State of Florida; it is owned by and was turned over to Harmony West. We have a use agreement with them that allows us full use as long as we are sharing the cost. Two members are on the Buck Lake committee: one from Harmony West, and one from Harmony. If anyone wants to replace me on that committee, I am happy to entertain that. We have worked with

Harmony CDD
July 28, 2022, meeting

1737 them so far. Unfortunately, they insist on using a lake management company with which
1738 we have had bad history. We agreed in the past to share the cost for the actual application
1739 and maintenance. They wanted us to share 50% in another charge, which was a not-to-
1740 exceed amount of \$3,300 for Bio-Tech to provide support services. That means if Harmony
1741 and Harmony West decide we need Bio-Tech to advise on something regarding the lake,
1742 the money is for that purpose. We turned that down. They have asked us to reconsider it
1743 with proviso language that we will agree to it, but any expenditure of money happens only
1744 after Bio-Tech provides an estimate of the work, and both Harmony and Harmony West
1745 agree to spend that money. In the interest of goodwill and common unity, I will ask the
1746 Board to approve this request.

1747 Ms. Kassel asked is the \$3,300 a one-time fee?

1748 Ms. Kramer stated it is available in the next fiscal year. It will not exceed \$3,300, but
1749 it may not be expended at all. The hope is that we have one meeting, and Bio-Tech does
1750 not need to show up at that meeting. The agreement is if they need Bio-Tech to show up to
1751 talk with the Buck Lake committee at their board meeting, then they will pay for it. If we
1752 want Biotech to come to our meeting and report to us on what is happening, then the District
1753 will pay for it. This is only used if both entities agree we need their input on a particular
1754 issue.

1755
1756 Mr. Leet made a MOTION to approve the request from the
1757 Buck Lake committee regarding general coordination
1758 services provided by Bio-Tech for consulting related to care
1759 and maintenance of Buck Lake and for advice and/or
1760 attendance at meetings, in an amount not to exceed \$3,300,
1761 said expenditure as agreed to by both Harmony and
1762 Harmony West.

1763 Mr. Short seconded the motion.

1764
1765 Upon VOICE VOTE, with all in favor, unanimous approval
1766 was given to the request from the Buck Lake committee
1767 regarding general coordination services provided by Bio-
1768 Tech for consulting related to care and maintenance of Buck
1769 Lake and for advice and/or attendance at meetings, in an
1770 amount not to exceed \$3,300, said expenditure as agreed to
1771 by both Harmony and Harmony West.

1772
1773 **B. Discussion of Providing Supervisors with Read-Only Access to Inframark**
1774 **Tracking System**

Harmony CDD
July 28, 2022, meeting

1775 Ms. Kramer stated instead of receiving a quarterly report on projects, it would be in the
1776 cloud, like Avid, where Supervisors can check on a complaint that was called in by a
1777 resident, is being addressed, and is in the tracking system. We can see issues ongoing in
1778 real time. We have had some instances where things dropped off because of a
1779 misunderstanding or something and were not followed up on. Then we can keep an eye on
1780 it and not need to contact Mr. Morrell or Mr. Perez for an update. You can look right on
1781 the tracking system.

1782 Ms. Montagna stated Inframark does not currently have a system like that, but to make
1783 it simple and read-only for Supervisors, we can do a google doc drive or dropbox or
1784 something of that nature where Supervisors can log on and read as it is updated in real time.
1785 We can do one or the other. I will get with Mr. Perez and figure out which one is the most
1786 user friendly for everyone, and we will let you know which one.

1787 Ms. Kassel stated I vote for dropbox, because I have trouble with google docs.

1788 Ms. Montagna stated okay, we will get it set up and send something out to the Board.

1789 Ms. Kramer stated that sounds great; you have direction from the Board. We are excited
1790 to have access to it. Also a reminder to set up training on Avid for Ms. Phillips and Mr.
1791 Short.

1792 Ms. Montagna stated yes.

1793 **C. Repurposing Informational Signs**

1794 Ms. Kramer stated due to the late hour, I suggest tabling this item. The photographs
1795 were included in this item. You can make recommendations for the next meeting of what
1796 you would like those new signs to say in those different locations.

1797 Ms. Phillips asked what does it mean for repurposing?

1798 Ms. Kramer stated these are pictures of signs that we drive by every day. They are
1799 starting to look old and tacky. They were installed by the developer, who is no longer here.
1800 The signs are on District-owned property, so the idea is to take what is there now and
1801 replace it with something. The first one as you come in the west entrance could maybe say,
1802 "Welcome to Harmony" with some information. Some can still be directional signs to the
1803 community school, golf course, the pools, or wherever. Use your imagination and come up
1804 with suggestions.

1805 Ms. Phillips stated when I saw the word, "repurpose," I thought you wanted ideas on
1806 what to do with old signs.

Harmony CDD
July 28, 2022, meeting

1807 Ms. Kramer stated yes, new information on the old signs. It will be the same signs. One
1808 option is a peel-and-stick sign, which is easy to change.

1809 **D. Inside Tree Trimming**

1810 Ms. Kramer stated this item was already addressed. At the next meeting, I would like
1811 the Board to consider what we will do, if anything, with trees in the rights-of-way on Dark
1812 Sky Drive, Beargrass Road, Middlebrook Place, and other streets that are owned by the
1813 County, if we want to try to enter into an agreement with the County to maintain those
1814 trees. It does not appear the County will maintain them. Some of those streets do not have
1815 alleys, although they do have ponds in the backyards for us to maintain. It seems to be
1816 possibly inequitable if we are not maintaining those trees, as well as all the other trees.

1817 Ms. Kassel stated yes, but the question to the attorney is, we will be incurring a cost
1818 for something that does not belong to us.

1819 Mr. Eckert stated if it is owned by the County, we can enter into an interlocal
1820 agreement. Governments can divvy up maintenance responsibilities for an area like that. It
1821 is done all the time.

1822 Ms. Kramer stated it is like what we do for the median on U.S. Hwy 192 or Buck Lake.

1823

1824 **NINTH ORDER OF BUSINESS** **Supervisors' Requests**

1825 Mr. Leet stated while we are talking about looking at the signs, some of the
1826 informational placards, like the trail entrances, are in desperate need of refurbishment.

1827 Ms. Kassel stated I can go through those kiosk signs.

1828 Ms. Kramer stated work with Ms. Kassel on getting the kiosk signs replaced.

1829 Ms. Kassel stated we will need to spend some money. We had about 24 signs made,
1830 and Mr. Gerhard Van Der Snel was supposed to switch them out every six months. We will
1831 probably need to reprint all of them. I will check to see if I still have access to them.

1832 Ms. Kramer stated put all that together, and it if falls under our procurement threshold,
1833 you can proceed.

1834 Ms. Kassel stated I will ask Ms. Montagna to include it in the summary.

1835 Mr. Leet stated I received an email during this meeting. Something was supposed to be
1836 on tonight's agenda that I will mention briefly. The parcel surrounded by Oakmark Road
1837 and Sagebrush Street has an issue that was brought to our attention, possibly insufficient
1838 irrigation. It is a District-owned tract that is in sad shape. The ones coming out of those
1839 two streets were identified by a resident two months ago for us to address.

1840 Ms. Kramer stated that is in the Jones Homes area.

Harmony CDD
July 28, 2022, meeting

1841 Mr. Leet stated yes, but it is a District-owned tract.

1842 Ms. Kramer stated yes. They are making repairs to other District-owned properties
1843 where they made mistakes.

1844 Mr. Leet stated that is true. The two that were mentioned are between houses that are
1845 already built. Maybe they can address it.

1846 Ms. Kramer stated they offered to do another house that is already built where they
1847 took responsibility.

1848 Ms. Montagna stated I sent this to all the Board members. I did not place it on the
1849 agenda. It needs to be on the agenda if the Board is going to discuss it. I emailed the resident
1850 to let him know. If it needs to be on the agenda next month, we will add it. Ms. Kramer is
1851 correct that some things can possibly be handled another way. Some of what he mentioned
1852 is builder grading and other issues that do not pertain to the District. If it needs to be on the
1853 agenda, I let him know that it will be on the agenda for the next meeting. If it does not need
1854 to be on the agenda, then we will relay the proper response to resolve whatever has to do
1855 with the District.

1856 Mr. Leet stated I discussed this with Ms. Montagna previously, and I do not know if it
1857 will fit into this year's budget or if we need to make room for it. We looked at storage
1858 services for being able to store videos. Currently, the record retaining services Inframark
1859 uses does not have the capacity for storing video files.

1860 Ms. Montagna stated we do not store video, only audio.

1861 Mr. Leet stated Ms. Montagna was going to look at what the cost of that storage would
1862 be in meeting the retention requirements.

1863 Ms. Montagna stated I can look into different places. Inframark does not have space
1864 available to be able to store those files because videos take an exorbitant amount of space.
1865 We already store the audio. It would be a third-party source, and I am happy to provide
1866 proposals for the next meeting.

1867 Ms. Kassel stated I apologize to residents; I was not able to take notes for this meeting.

1868

1869 **TENTH ORDER OF BUSINESS** **Adjournment**

1870 On MOTION by Ms. Kassel, seconded by Mr. Leet, with all
1871 in favor, the meeting was adjourned at 9:15 p.m.

1872

1873

1874

1875 _____
Secretary/Assistant Secretary

Chair/Vice Chair

MINUTES OF MEETING
HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Monday, August 15, 2022, at 6:00 p.m. at the Jones Model Home, 3285 Songbird Circle, Saint Cloud, FL 34773.

Present and constituting a quorum were:

Teresa Kramer	Chair
Daniel Leet	Vice Chair
Kerul Kassel	Assistant Secretary
Joellyn Phillips	Supervisor
Dane Short	Supervisor

Also present, either in person or via Zoom Video Communications, were:

Angel Montagna	Manager: Inframark, Management Services
Michael Eckert	Attorney: Kutak Rock
David Hamstra (<i>by phone</i>)	Engineer: Pegasus Engineering
Pete Betancourt	Servello & Sons
Brenda Burgess	Inframark, Management Services
Sean Israel	Inframark, Management Services
Vincent Morrell	Field Manager
Brett Perez	Inframark, Field Services
Residents and Members of the Public	

This is not a certified or verbatim transcript but rather represents the context of the meeting. The full meeting recording is available in audio format upon request. Contact the District Office for any related costs for an audio copy.

FIRST ORDER OF BUSINESS **Call to Order and Roll Call**

Ms. Kramer called the meeting to order at 6:00 p.m.

Ms. Kramer called the roll and indicated a quorum was present for the meeting.

SECOND ORDER OF BUSINESS **Audience Comments**

Ms. Kramer asked the audience to turn cell phones off, and to complete a speaking request form for those wishing to speak. This section of audience comments is distinguished from the budget hearing. For anyone wanting to ask questions or make comments about the budget, it would be best to speak during the budget hearing. This period is for anyone who has comments or requests of the Board. Comments are limited to three minutes for each speaker to address the Board. It is not a back-and-forth discussion, but it is a time to make your voice heard.

Mr. Michael Van Houten stated I wanted to let the Board know that by the golf club maintenance facility, the roadway continues to flood during heavy rains. It flooded this

Harmony CDD
August 15, 2022, meeting

past weekend, and it has flooded numerous weekends. I am not sure if anything can be done with the storm drains to address that area. You have maybe four inches of water in that area, and it slowly drains off.

Ms. Kassel asked is that the garden road or on Five Oaks Drive?

Mr. Van Houten stated it is the golf maintenance area on Five Oaks Drive.

Ms. Kassel asked is the flooding on Five Oaks Drive?

Mr. Van Houten stated yes, it is flooding on Five Oaks Drive.

Ms. Kassel stated that is an Osceola County ("County") road, so it is probably County drainage, as well. You can call the County road and bridge department.

A Resident asked even though it blows onto the sidewalk, that is the District's?

Ms. Kassel stated the problem is in the drainage system that the County provides.

Mr. Perez stated Mr. Morrell can call the County road and bridge department.

Mr. Joseph Janeczek stated regarding the garden road to get to the garden and recreational vehicle ("RV") parking, I do not know where that stands anymore. One meeting, it is canceled, and the next meeting, it is on. The last meeting I attended, they were supposed to grade the road, but nothing has happened. It floods.

Ms. Kassel stated we received a bid for redoing the garden road, but it was too expensive for what they were requiring, so we put it off indefinitely. However, that road will be regraded once they are done with the neighborhood to the right of the road. The people who are constructing infrastructure in the neighborhood promised to regrade the road when they are done. I do not think it pays to do it before then because it will get worse before it gets better.

Mr. Janeczek asked is there any action to fence the RV storage area?

Ms. Kramer stated we cannot have the RV storage area without doing a formal improvement of the road. In fact, the County wanted us to pave it. The gas transmission line folks said we cannot ever pave it, so we are at a stand-off. That is the very expensive road we were going to put in. Since we cannot afford it and technically we cannot move forward with the RV storage lot, we are going to need to think about the fate of that RV storage lot. All total, it was close to \$500,000 to do the improvements to make that happen.

THIRD ORDER OF BUSINESS New Business Matters

A. Consideration of Resolution 2022-13, Registered Agent

Ms. Kramer read Resolution 2022-13 into the record by title.

Harmony CDD
August 15, 2022, meeting

Ms. Kramer stated this normally happens whenever the legal counsel changes, and the Board made that change at the last meeting. Mr. Eckert with Kutak Rock is our attorney and should be designated as our registered agent, which change is made by Resolution.

Ms. Kassel made a MOTION to approve Resolution 2022-13 designating Mr. Eckert as the District's registered agent and the offices of Kutak Rock as the registered office.
Mr. Short seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to Resolution 2022-13 designating Mr. Eckert as the District's registered agent and the offices of Kutak Rock as the registered office.

B. Consideration of Resolution 2022-10, Amending the Budget Hearing Date

Ms. Kramer read Resolution 2022-10 into the record by title.

Ms. Kramer stated Resolution 2022-10 amends the date of the public hearing to today. We had an extensive discussion about the budget at our last meeting, but we did not amend the date, so we are ratifying staff's actions in amending the date.

Ms. Kassel made a MOTION to approve Resolution 2022-10 amending the public hearing date for adoption of the fiscal year 2023 budget from July 28, 2022, to August 15, 2022.
Mr. Short seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to Resolution 2022-10 amending the public hearing date for adoption of the fiscal year 2023 budget from July 28, 2022, to August 15, 2022.

C. Public Hearing for Adoption of the Fiscal Year 2023 Budget

i. Fiscal Year 2023 Budget

Ms. Kramer stated we have reviewed the budget extensively. It has been a difficult year. We have considerable costs, and we are moving forward to adopt the budget.

Ms. Kramer opened the public hearing for adoption of the fiscal year 2023 budget.

ii. Public Comments

Mr. Janeczek stated I am curious, and I know costs have increased. Two years ago, the Board at the time talked about the surplus and building a community center. Where did all that money go? You talk about paying down debt and other items, and now you are talking about a 28% assessment increase, which I presume is a one-time assessment increase. At

Harmony CDD
August 15, 2022, meeting

118 least that is what it is looking like. I do not know if it is a 28% increase. If so, I will say
119 that is ridiculous. I am curious why the golf course and other places do not have
120 assessments. Town Center pays a very low assessment, in my opinion, based on everyone
121 else's footage. If it truly is a one-time assessment and not an annual increase, could it be
122 spread out over a couple years as the need for money comes, when we know we need the
123 money, rather than putting \$2 million in the bank that will not earn interest right now? You
124 proposed a 28% increase. If we are all sharing the costs, should it not be a flat fee per
125 household?

126 Ms. Kassel stated you asked a lot of questions, and I will be happy to answer them if
127 you want to take my card and get in contact with me. I know it is preferable to answer them
128 now, but we will be here all night if we answer every single question. We have a lot of
129 answers that I am happy to provide to you and anyone else.

130 Ms. Kramer stated each of us has an email address. We would be more than happy to
131 talk with residents. I had a town hall meeting at the Lakes to discuss a lot of these issues.
132 We had a nice time and answered a lot of questions. If you want to reach out and find out
133 about what is going on, we are more than happy to answer your questions.

134 A Resident asked can you answer one question if this is a one-time increase, or of it
135 will always be increased?

136 Ms. Kramer stated this will be an annual assessment unless the Board votes later to
137 reduce it. I reviewed most of the sections throughout Harmony, and the dollar amount
138 varies. The 28.1% increase is only for the operation and maintenance ("O&M")
139 assessment, not the entire assessment.

140 Ms. Kassel stated unless you paid down the bond debt. Your non-ad valorem
141 assessment is made up of the O&M assessments (the everyday operating costs for the
142 District) and the bond debt, which is what everyone pays back related to the cost of
143 installing the infrastructure for the community. If you have not paid off your bond debt but
144 are still paying it annually through the assessments, it is increasing only 12.2%. If you paid
145 off your bond debt, like I have, my increase is 28.1%.

146 A Resident asked is the bond debt 20 years?

147 Mr. Leet stated I believe it matures in nine years for west of the town square, and 13
148 years for east of the town square.

Harmony CDD
August 15, 2022, meeting

149 Ms. Kramer stated to answer the previous question, yes, it is a permanent increase for
150 most people. On average, it is approximately \$27 per month. Most of you are paying this
151 with your escrow through your mortgage. Some people will pay less if you are in a less-
152 impactful unit; if you live in a larger unit or have more acreage, it will be higher. It is based
153 on a historical and established assessment methodology for each product type.

154 Ms. Kassel stated the assessment methodology is not something the Board has much
155 influence over.

156 Mr. Fred Meek stated I am speaking to the District's Supervisors to address the
157 proposed 28.1% increase in assessments. I strongly oppose the increase. I am pretty sure I
158 am not the only one in the community who feels this way. As of yesterday, my Facebook
159 straw poll that I sent out with 267 votes, 74% say they understand an increase is needed
160 but not at the proposed 28.1%. Let us be smart in how we spend our money and tighten our
161 wallet. Doggie pot bags should not cost 50% more. If they do, then people need to get their
162 own. It is a convenience, not a necessity to the community. I say we put a moratorium on
163 doggie pot bags. Save your shopping bags, go to Dollar Tree and get 100 bags for \$1.25.
164 Engineering has a proposed 25% increase in the hourly rate. I wish I received a 25%
165 increase in my hourly rate. If you pay someone well to find problems, then they will find
166 problems. Ask me how I know. Twenty-five percent is a little excessive. Let us prioritize
167 and take care of the urgent items. Not everything is urgent. Patch potholes and maybe
168 consider sealing the asphalt instead of replacing it. Defer some maintenance until costs of
169 goods stabilize. Now is not the time to take care of high-ticket items. Regarding a 400%
170 increase for management of invasive aquatic weeds in Buck Lake and ponds, maybe three
171 or four people really care about the invasive pine and fern you have to go way back in the
172 forest to find. Regarding fire ladders, we have a fire station across the street and home
173 owners insurance. Do the minimum to keep us in compliance with South Florida Water
174 Management District ("SFWMD"). What happens to all these increased fees once they are
175 collected? Will they all be earmarked and appropriated to the proposed line items? Will
176 they be placed in a big pot to spend, spend, spend? A lot of single-stream-income families
177 live in our community. A lot of families are really struggling. In line 1127 from the May
178 26 minutes, someone stated that. People should not have to do extra to make sure they take
179 care of their priorities. Now is not the time to increase assessments just because of the
180 current economic status of inflation. A lot of people have to figure out how to do more with

Harmony CDD
August 15, 2022, meeting

181 the same amount of money, or less. A lot of residents are angry, stressed, and concerned
182 due to this proposed increase. I am one of many. I am hoping you Supervisors make some
183 wise decisions in light of what 74% of the community would like. I am hoping you show
184 a little more fiscal responsibility. It is my money, so spend it wisely.

185 Ms. Kassel offered a copy of the budget to answer some of the questions raised.

186 Mr. Meek stated I have reviewed the budget, and I know how to reach out to the Board.

187 Mr. Richard Slaughter stated I moved here in 2019. Grass around the ponds used to be
188 mowed down to the water's edge. Now it is six or seven feet of grass. We need to have
189 signage by the golf course and by houses because alligators are getting too big, and they
190 are laying in the grass. We are waiting for an accident to happen with that.

191 Ms. Kramer stated our landscape company was supposed to be cutting within four feet
192 of the pond's edge. To prevent erosion, we do not want to go all the way to the pond's
193 edge. We had amended that, and in our latest landscape proposal, they will mow within
194 two feet of the pond's edge. Twice a year, they will mow all the way to the edge. That will
195 be an improvement going forward. One of the biggest issues is, particularly on your pond
196 and some of the ponds in the Lakes, the developer did not put in any littoral zone vegetation
197 whatsoever. Some of the increase will go to put in proper littoral zone vegetation, which
198 will make those ponds look more like natural ponds.

199 Mr. Slaughter stated they are full of weeds.

200 Ms. Kramer stated yes, I know.

201 Mr. Slaughter stated you said they are supposed to mow to within four feet of the edge.

202 Ms. Kramer stated they will mow within two feet.

203 Mr. Slaughter asked when are they going to start?

204 Ms. Kramer stated October 1.

205 Mr. Slaughter stated children play in that area.

206 Ms. Kramer stated that is a steep bank.

207 Mr. Slaughter asked can we still get signs? In 2019, the alligators were small. These
208 alligators are six or seven feet, and they lay in the grass all day. Kids are out there walking
209 around all the time. We are just waiting for something to happen.

210 Ms. Kramer stated we can look into that. We have signs in other ponds.

211 Ms. Kassel asked what kind of signs?

212 Mr. Slaughter stated regarding alligators.

Harmony CDD
August 15, 2022, meeting

213 Ms. Kramer stated the small “caution” signs. Field services will put together some of
214 those signs.

215 Mr. Slaughter stated one of the previous speakers had most of the same questions I did,
216 so I want to echo what he said.

217 Mr. Brendan McGovern stated I want to address the 28% assessment increase and give
218 my thoughts. People often come and complain, and no one will mention 28% is a little
219 exorbitant, which is really is. You can do this in other ways over another period of time.
220 Mr. Steve Berube at one time proposed a special assessment regarding some things that
221 need to be paid off within this community. I agree that we need an increase because we
222 need to maintain our environment. During this time between inflation and uncertainty over
223 what will happen in the housing market and people’s jobs, I believe you are asking too
224 much from the people of this community, all of us. Some of us can afford it without a
225 problem, and some of us cannot. Some people are living paycheck to paycheck. That
226 amount of money, while it is \$35 per month for me and \$27 per month for others, is
227 breaking their backs. You are proposing a 400% increase for invasive weeds. That is an
228 assessment you are adding to our annual amount. Instead of doing a flat increase over that
229 time, why not do a special assessment that has a beginning and an end so people will know
230 this is not going to continue forward but is limited to a certain amount of time? Then you
231 can reassess it and see if we have combatted the aquatic weeds and do not need to address
232 it every year with this amount of money, but it can decrease. Then you can levy a new
233 special assessment for a different amount, less than what it was originally intended for. It
234 is the same with this 28.1% increase. It includes things such as new legal counsel and a
235 25% increase for the engineer. These are things that, while they might have been needed,
236 you need to look at the environment in which we are living now. I am not one to spend
237 frivolously, which it seems to a lot of people is what you are doing. Regardless of what
238 you paint for us on what this picture looks like, what we see is different. What we feel is
239 different from you. We ask that you look at it from our point of view, of how it will impact
240 us financially, day to day, living our lives, not just how it will impact where we live with
241 weeds, with Inframark and Servello & Sons (“Servello”) and how they handle our
242 environment, but how it impacts what we do. Changing it from one lump necessary
243 assessment to perhaps a temporary or possibly a special assessment gives you a three-year
244 window or however you set the terms. Tell us that you have budget constraints and have to

Harmony CDD
August 15, 2022, meeting

245 meet this budget, and define the window you need to do it in, and you will look at it again
246 after that time period. Those are the ideas I came up with in looking at our current budget
247 and our current situation, as well as talking with some people who live in this community.
248 Do not think we can afford anything you push out there because not many people can right
249 now.

250 Mr. Leet stated I saw we had some connection issues with Zoom. We are also recording
251 the entire meeting locally. If I see Zoom has disconnected, I am trying to reconnect as
252 quickly as possible. A couple people on the Zoom call had raised their hand. You need to
253 have emailed a speaking request to Ms. Montagna, and I am not sure if we received any of
254 those. If you are participating via Zoom, make sure you email in a speaking request form.

255 Ms. Amber White stated I have lived in this community for four years, and I am fairly
256 happy living here. My children like it, it is close to the school, and we are very involved in
257 the high school. My questions are about the due diligence process in coming up with these
258 increases. Did you go out for proposals? Did you look at three or four different groups? I
259 pulled up the doggie bags because it is the one line item generating a lot of feedback. I do
260 not see a 50% increase. When I shop for doggie bags online, I do not see that increase.
261 Then that makes me wonder if we went out for bids or polled three or four different
262 companies that might offer these items. Did we go with the lowest price, or did we go with
263 the same company we have always used so we are just going to continue to use them? It is
264 just a thought. My second comment is about alleys. Infrastructure in our County is a
265 problem. Everyone talks about it. We do not have enough roads. We do not have enough
266 of this. We do not have enough of that. The last thing the City of Saint Cloud ("City") or
267 the County is going to do is rip up pavement and repave it. They will try to reseal and
268 restripe it to get more life out of it. Even though it may have met its useful life because it
269 is 20 years old, I can tell you about parking lots in the City and County that are over 20
270 years old that they just reseal and restripe to keep them going because of the cost. Have we
271 considered that?

272 Ms. Kassel stated alleys belong to the District, not the County.

273 Ms. White stated my point is, I am using the City and the County as an example.

274 Ms. Kramer stated the County is repaving roads; in fact, they are repaving Harmony
275 section by section now. They did the section from U.S. Hwy 192 to the Schoolhouse Road
276 roundabout last year. They did the section between the two roundabouts on Five Oaks

Harmony CDD
August 15, 2022, meeting

277 Drive. They are coming in and repaving. They recognize the way Harmony was built was
278 not on the most stable soil structure. Roads have cracking and potholes. A neighbor stopped
279 me yesterday regarding a pothole on the alley. He stepped in it, and it went halfway up his
280 shin. This is a serious issue we have to address. If we do not repave them now and correct
281 that cracking, we will have damage to the base under the road. Then we will have to rip it
282 all out and start again, which will be extremely expensive. We defer some maintenance.
283 We are piecing together the pool furniture with extra parts. We are trying to be as cost
284 effective as we can. We have a procurement procedure that we put in place last year.
285 Depending on the cost of the item, we have to obtain two or three quotes that have to be
286 presented to the Board. It is a requirement that we do our comparison shopping and provide
287 that information and make it available to the public for you to see what we are doing to be
288 responsible with your money.

289 Ms. White stated regarding the parking lot, I understand we might have some alleys
290 that might be in disarray or eroding more than others, but it appears to the consumer—to
291 the person living in the community—it is a blanket, and we are just going to do them all.

292 Ms. Kramer stated no, we are not.

293 Ms. White stated my first question is if we are going to assess them all. My second
294 point is, we, as a community, voted you in. We should not have to come to you and ask
295 you to be transparent and show us your bids. You should want to do that. I do not have
296 Facebook, so I look at my husband's account because I do not want to see all the negativity.
297 I did not want to come here today and be negative, but it would seem to me that you would
298 want to put the information out there, that you would want to be transparent.

299 Ms. Kassel stated it is out there.

300 Ms. White stated I could not see it.

301 Ms. Kassel stated it is in our meeting agenda, which is online.

302 Ms. White stated I could not see it when I looked.

303 Ms. Kramer stated I will be happy to show you after the meeting how to navigate the
304 website. We are more transparent now than the Board ever has been. Instead of a short
305 agenda package, we require that every item includes backup and information with the
306 quotes we receive. You can see them in the agenda package. We have verbatim minutes
307 you can read if you are interested in a specific item. You can do a word search for it and
308 immediately find the topic you are interested in and read all the discussion the Board had

Harmony CDD
August 15, 2022, meeting

309 so that you can be fully aware of the discussion and what went into the decision to do a
310 certain thing. We provide participation through Zoom for these meetings so you can stay
311 in your own home and watch the meetings. As far as transparency, we have gone above
312 and beyond, more than is required by any State law or local ordinance.

313 Ms. White asked if we want to make a public records request, we can do that here right
314 now and we would email that to you?

315 Ms. Montagna stated you would send an email, and the address is on the website, which
316 is publicrecords@inframark.com, or you can send the email to me listing out whatever you
317 want. We will provide whatever documents you request.

318 Ms. White stated I am listening to what you are saying, and I do not typically come to
319 these meetings. But I am looking around the room at all the people who are here, and I will
320 go out on a limb and say the bulk of these people are here because they do not support the
321 proposed assessment. If it is that transparent, then they would have already been very clear
322 why the assessments are being increased, and they would be okay with it. They would not
323 be wanting to stand up here and talk about it.

324 Ms. Kramer stated out of 1,100 homes, we have received five requests to speak.

325 Ms. White asked how is it that your bylaws will allow a renter to be on the Board, when
326 they have no skin in the game? It is just a question. I am not asking you to respond.

327 Ms. Kramer stated I will answer. It is in the Florida Statutes. The requirement is that
328 you reside in the District. You do not have to be a property owner in the District.

329 Ms. White stated it does not seem to me, as a home owner, that they have any skin in
330 the game. They can make decisions about our community, and when their lease is up, they
331 can bolt out of here and move down the road.

332 Ms. Kramer stated similarly you can always sell your home.

333 Ms. Montagna stated we are getting off topic. We need to move through the agenda.

334 Ms. Kramer stated we are receiving comments on the budget.

335 Ms. White stated I oppose the budget, and I oppose the increase.

336 Ms. Lauren Millan stated I was participating via Zoom, but it was hard to here, so I am
337 here in person. I am brand new to the community. I purchased a home here because I loved
338 it. The comment Ms. Kramer just made, with all due respect, was hurtful. You just told her
339 that if she does not like it, then she could always sell her house.

Harmony CDD
August 15, 2022, meeting

340 Ms. Kramer stated let me clarify. I did not say that. She was disrespectful to a Board
341 member who happens to be a renter. What I said was, just as a Board member who is a
342 renter can leave at the end of their lease, any one of us at any time can choose to pick up
343 and move. I was not asking her to move.

344 Ms. Millan stated moving here, falling in love with Harmony, and coming from
345 Orlando, I was not expecting a 28% increase on a brand new home. We just closed three
346 weeks ago. Taking that into consideration, we are still under construction. The District has
347 not gone into our neighborhood and put doggie bags, for example. I walk my dog, and I
348 have to pick up trash because we have no trash service. In the back of our neighborhood,
349 the weeds are completely messing our home. You are demanding things, but where are you
350 giving?

351 Ms. Kramer stated I presume you are in the Enclave, which has not been turned over
352 to the District yet. You are still under developer control, so the District has no control over
353 anything in your neighborhood now. We are working to get it turned over, and we are
354 working with the developer to ensure the proper corrections are made prior to it being
355 turned over to the District.

356 Ms. Kassel stated so we do not have to spend more money to correct what they did not
357 do right.

358 Ms. Millan stated I agree with that. However, we are getting an increase without it
359 having been turned over.

360 Ms. Kramer stated your property has been paying assessments the entire time, and you
361 are able to use the docks, pools, boats, and everything that is available to you.

362 Ms. Millan stated we can use half of the facilities. That is why I am here. You say it
363 has not been turned over so you cannot do anything yet. Most people are listening from
364 home but could not come to this meeting. I offered to come and I will let them know what
365 is happening. An increase of 28% is huge. Some residents have lived here for years.
366 Imagine a new home owner who moved from Orlando for a reason to now have a \$400 or
367 \$500 increase.

368 Ms. Kramer stated I do not have the exact values, but it is \$400 or \$500 per year.

369 Ms. Millan stated but it is still a budget item. As has been commented whether it is \$30
370 or \$25, it impacts our budget.

Harmony CDD
August 15, 2022, meeting

371 Mr. Leet stated thank you for coming here and speaking. One thing the District has
372 been doing, even ahead of the property to be turned over, the property that runs behind the
373 Enclavs is a District-owned tract that will connect to the wilderness trail that has been here
374 from the beginning. It used to run through your neighborhood. We are waiting for it to be
375 turned over. We are waiting for some landscaping and runoff issues to be fixed. For me
376 personally, that has been a project since before I was elected, and it has the Board's
377 attention. I feel sympathy for you. When I was building, I was in neighborhood F. After
378 we moved in, because some properties had been replatted by the developer, I also had an
379 increase shortly after moving in. I feel your pain. As was mentioned earlier, the assessments
380 are determined by the property's size across the entire community, which methodology
381 goes back many years.

382 Ms. Millan stated the Zoom call was cut off during the conversation regarding driving
383 down by the flooding. What was the outcome for that?

384 Ms. Kassel stated the flooding is occurring on a County road, so our field services will
385 contact the County to ask them to address the issue.

386 Ms. Millan stated I have a daughter, so I pick her up, and I see kids out. This past
387 weekend when it rained, a little girl got soaked by a car. She was on her bicycle, and all
388 she did was stand there. We have to put our kids as a priority.

389 Ms. Debra Baer stated I do not like being lumped into the category of people who are
390 here for a certain reason. I do not want the budget to increase, but that is life. Costs increase.
391 I compare it to your house. You have a house payment and a house you take care of. In
392 20+ years, you need to improve the air conditioner, refrigerator, roof, and so forth. This is
393 a fact of life. I started coming to these meetings maybe a year ago. I have learned so much
394 information. I have learned the process you go through to come up with this budget. This
395 community has yelled and screamed about what they want, but you chose one of the least
396 expensive landscaping companies because you wanted to keep the budget down. People
397 should take the time to look at the minutes and come to the meetings. I think I have
398 contacted each of the Board members when I had questions. Ms. Phillips and Mr. Short are
399 new, so I will reach out to them. I have challenged you. I may not agree with everything in
400 this budget, but that is life. We are not all going to agree on everything. I commend each
401 of you for taking the challenge to run for a seat. People commented on Facebook they are
402 going to take your seat. When two positions became available, nobody wanted them.

Harmony CDD
August 15, 2022, meeting

Thanks to Ms. Phillips and Mr. Short. If you want a beautiful community, you have to pay for the infrastructure. You have to keep the infrastructure up and running. The O&M assessments fund the operating and maintenance budget, which keep the infrastructure running. It is that simple. Go to the website. The information is available, and it explains everything. We are all intelligent people. For someone to stand here and say they do not know what is going in and that you are not transparent, I will ask if you are blind or have you not listened? The information is available. It ticks me off that some people say they are here to take you down. I am not here for that. I am here to learn, continue to support you where I can, disagree at times, but respect you at the same time. We have all been renters at one point in our lives, so we need to stop bashing renters.

Mr. Richard Conway stated I addressed the Board three or four months ago. I want to make the point that South Lakes and East Lakes were advertised in a magazine as where to retire, where we could save money. We could live in retirement and not pay Massachusetts sales or income taxes, and we could live in Harmony. Since I purchase my house, home owner association (“HOA”) fees for my home have essentially doubled, from \$250 to \$475 every quarter. My HOA fees for the Lakes of Harmony clubhouse have gone from \$222 to \$247 per quarter. It may not seem like much, but it has doubled in four years. I am a retiree who has no income other than social security and savings. As a child, we used to play pig pile where everyone jumped on you and yelled “pig pile.” Right now, I feel like you are playing pig pile, and it is starting to hurt.

Hearing no further public comments, Ms. Kramer closed the public hearing.

iii. Consideration of Resolution 2022-11, Adopting the Budget

Ms. Kramer read Resolution 2022-11 into the record by title.

Ms. Kassel made a MOTION to approve Resolution 2022-11, adopting the budget for fiscal year 2023, as presented.
Mr. Leet seconded the motion.

Ms. Phillips stated I am intrigued by the comments regarding doggie pot bags. Do we have more dog parks now? Will we need more bags?

Ms. Kassel stated we have more residents and more neighborhoods.

Ms. Phillips asked did the price of the bags themselves increase 50%?

Ms. Kramer stated no, not totally. I did extensive research on this.

Ms. Montagna stated we have a cost analysis on doggie pot bags.

Harmony CDD
August 15, 2022, meeting

437 Ms. Kramer stated during the pandemic, a lot of residents got dogs. Over the past seven
438 years when we had no increases, we brought on many new neighborhoods. The Enclave
439 will be getting theirs soon, but we now have 83 doggie stations, which is a lot of stations.
440 We refill them every Tuesday and Saturday. It is not just the cost of bags but also the cost
441 of maintenance. We are using a lot more bags and the cost has gone up, so it is both. We
442 are always struggling to keep this cost down. We investigated and found a provider on
443 Amazon that has them a little cheaper. We are hoping they will maintain their supply, but
444 we cannot guarantee it. The problem is, we need to include it in our budget now. We cannot
445 run short, or we will end up with problems legally if we cannot pay for the services. I do
446 not think anyone—dog owner or not—wants us to get rid of the doggie pot stations. If we
447 do, those of you who do not own dogs will have so much dog waste in your yard. Unless
448 an overwhelming number of people want us to get rid of that service, we will continue it.

449 Mr. Short asked when was the last time we increased assessments?

450 Ms. Kassel stated over ten years ago.

451 Mr. Short stated I just did a little math. In the last 12 years, inflation has increased a
452 cumulative of 35%, so increasing assessments by 28.1% feels like are in alignment or
453 perhaps behind.

454 Mr. Leet stated this is a sizable increase to hit all at once. If we had been raising it 1.5%
455 per year, it is an increase. I am not saying to increase it for the sake of increasing it, but
456 had we been doing that, it would have kept up with inflation, and we would not be in this
457 situation where we now have drainage issues, weeds, and other issues and have a shortfall
458 where we need to increase by this amount. It could have been a more gradual transition.

459 Ms. Kramer stated the other thing we also have is aging infrastructure.

460 Ms. Kassel stated which has not been addressed.

461 Ms. Kramer stated that is correct. We have deferred maintenance, and we are paying
462 for it now. The repairs are becoming more costly in order to keep up with the standard that
463 Harmony residents expect.

464 Mr. Short stated this would have been a lot less painful if it had been incrementally
465 increased. It feels like a gut punch right now because it is all at once.

466 Ms. Kassel stated a previous Board wanted to keep things status quo to keep everyone
467 happy. I have been pushing for a reserve study for years so that we can have a clear picture
468 of how much we need to set aside to refurbish our infrastructure. Our engineer at the time

Harmony CDD
August 15, 2022, meeting

provided us with a summary, but it was not complete. He explained that we should hire someone, which we just did. The draft reserve study that first came to us showed certain prices, and we have gone back to them to say the reserve study needs to reflect prices now. So those have increased substantially from the first draft to the current draft. Plus, prices have been rising very significantly for things like repaving alleys and redoing pools. All these costs have been increasing, and we cannot hold those costs down because we are depending on them to provide services to us. They have also seen cost increases.

Mr. Leet stated we approved a reserve study to be done in the past year or so. It is not like we are changing the assessments without a plan. We have a very detailed plan over the course of the next 15 to 30 years. Granted, we still have the option, the alleys for example, at the recommendation from our civil engineer. We have drainage issues, and the proper, best fix is to regrade when we repave them. We have not done that, and we reserve the ability to consider it. We are kicking the can down the road, and it could be a snowball effect with this reserve study. If we plan on this work to be done in a certain timeframe but we push it down the road, we will have the same problem in four or five or eight years.

Ms. Kassel stated because it will have degraded further and will be more expensive. Costs can also increase.

Mr. Leet stated all these things will get harder and more of a safety issue and more expensive to fix the longer we put them off.

Ms. Kramer stated these are difficult decisions, and none of us wants to increase assessments. I am on a fixed income, and not a very big one. People know that I am a lawyer, but I have been a public service lawyer all my life, which means I made next to nothing. I have social security and a tiny bit of savings. It is hurting all of us. We do not want to increase assessments, but we recognize what is going to happen if we do not. None of you will be happy with that.

<p>Upon VOICE VOTE, with all in favor, unanimous approval was given to Resolution 2022-11, adopting the budget for fiscal year 2023, as presented.</p>
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D. Public Hearing for Levying Assessments

i. Public Comments

Ms. Kramer opened the public hearing for consideration of imposing and levying the assessments.

Harmony CDD
August 15, 2022, meeting

Ms. Kramer stated many residents already spoke on the assessments, but if anyone has input regarding a particular item, the assessment itself, or any concerns about the way it is being levied, you may make your comments.

Ms. Nancy Snyder stated I have been listening to people's comments. I have attended most of the meetings, and I also used to be a Board member many years ago. What I am hearing is, the O&M part of our budget is like an HOA. I have owned several rental properties outside of Harmony and several in Harmony, also. I remember maybe only one or two years when the HOA dues were not raised. When we are talking \$30 to \$50 per month, HOA dues were raised much more than that. We can compare dues from the HOA and other communities to the District's assessments. Plus, the District's assessment is tax deductible. Those are some of the things I thought of to maybe make it easier. You are correct that it has not been raised in many years. I have lived here 17 years, and we have not had many increases. Thanks to the Board members for all your work.

Ms. Millan stated I work for talent acquisition for a big corporation, and I have an overall statement. I understand a 28% increase is needed, but that is not how much the average American is getting. If you look around, people are leaving their jobs, and I see it every day. People are not making as much. You increasing it now by this much will hurt those people who are not working and those who are barely receiving 3% raises each year. I am not saying not to increase the assessments, but I am asking if it is smart to increase them 28% at once.

Hearing no further comments, Ms. Kramer closed the public hearing regarding levying the assessments.

ii. Consideration of Resolution 2022-12, Levying the Assessments

Ms. Kramer read Resolution 2022-12 into the record by title.

Ms. Kassel stated for the benefit of the audience, these resolutions are included in the agenda packages on the District's website, HarmonyCDD.org.

Ms. Kassel made a MOTION to approve Resolution 2022-12 imposing and levying assessments for fiscal year 2023.
Mr. Leet seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to Resolution 2022-12 imposing and levying assessments for fiscal year 2023.

E. Acceptance of Fiscal Year 2023 Meeting Schedule

Harmony CDD
August 15, 2022, meeting

Ms. Kramer stated the schedule included in the agenda package has us meeting on the fourth Thursday of each month with the exception of November and December due to the holidays, so those will be the third Thursday. In the past, the Board has met on the last Thursday of every month except in November and December.

Ms. Kassel stated we want to change the schedule for meetings to be the last Thursday of each month, except for November and December.

Ms. Montagna stated that affects three meetings: March, June, and August. We will change those meetings to the last Thursday, as opposed to what it states for the fourth Thursday.

Ms. Kramer stated this is when we have met for a long time. We can discuss if anyone wants to meet on a different schedule.

Mr. Leet stated those dates are good for me. Is the situation with Jones Homes okay for us to continue meeting in this model home location?

Ms. Montagna stated I have not been told anything differently.

Ms. Kassel made a MOTION to approve the meeting schedule for fiscal year 2023, amending the dates for March, June, and August to be the last Thursday of the month.
Mr. Leet seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the meeting schedule for fiscal year 2023, amending the dates for March, June, and August to be the last Thursday of the month.

F. South Lake Items

Ms. Kramer stated these are items with some landscaping issues.

Mr. Van Houten stated I am a board member for the South Lake community, as is Barbara. I first want to thank Ms. Kramer for speaking with the Lakes community. It was appreciated to address the budget and our questions. As you may be aware, South Lake has reached our numbers and is getting ready to turn over the HOA from the developer to the home owners. As part of that, Barbara and I have walked through the communities. In that process, we identified key areas that are District properties we would like to have addressed. The first is to the right of 7450 Oakmark. The sprinkler system has not been on for a while, and the grass had died. Some has grown back due to the rain we have gotten, but it still has patches.

Harmony CDD
August 15, 2022, meeting

575 Ms. Kassel asked is it being irrigated now?

576 Mr. Van Houten stated I have not seen the sprinklers on in a while. I know they were
577 looking at the valves, but I have not seen it.

578 Ms. Kramer stated this is the subject of a proposal from Servello, and I have some
579 questions when we discuss that proposal. I agree. I looked at it the other day. It is quite
580 green now, but it is all weeds. The property owners on either side are maintaining their St.
581 Augustine well, but it is a serious weed patch. We have been under contract with Servello
582 from the time this was damaged, so we need to discuss whose responsibility it is.

583 Mr. Van Houten stated between 3391 and 3393 Sagebrush Street, when Lennar finished
584 its last home, this was one of the properties that was left barren. Then they quickly put
585 down grass, but they never graded it properly. The lawn curves, so when it rains, water
586 flows toward the homes instead of being graded inward and water flowing toward the street
587 or retention pond in the back. The property needs to be looked at and graded. Otherwise,
588 home owners on both sides will have water intrusion, especially during a hurricane.

589 A Resident stated that area is also full of weeds and construction debris.

590 Mr. Van Houten stated you can see areas where it has died out.

591 Ms. Kassel stated people were discussing before about accepting the Enclave, but we
592 do not want to accept the Enclave until issues like this are addressed.

593 Ms. Kramer stated I know people are upset with the engineer, but since this involves
594 drainage, this is where we utilize the services of our engineer. We can move dirt around
595 with our tractor, but that might make it worse. We really need to take a close look at it to
596 make sure it is done properly.

597 Mr. Van Houten stated my wife and I had the same problem in the house we moved
598 into. When we brought it up to Lennar, they literally came in and had to scrape all the soil
599 away, regrade it down, and replant grass. It was a time-consuming process. I just want
600 people to be aware.

601 Ms. Kramer stated you may need to bring Lennar back in and see if they will do
602 anything.

603 Mr. Van Houten stated this was a Lennar issue, so it is under Lennar, not Jones Homes.

604 Mr. Short asked do we know if that area is irrigated?

605 Mr. Van Houten stated I am not sure. It is District property, but I have not walked by
606 there at night.

Harmony CDD
August 15, 2022, meeting

607 A Resident stated I have seen sprinklers on, but I have never seen them on at the
608 Oakmark address.

609 Mr. Perez stated Mr. Betancourt thinks they are.

610 Ms. Kramer stated I am pretty sure they are. We have done some investigation, and we
611 are investing further in all these areas. Sprinklers are at the back edges, some of which
612 irrigate bahia, which should not be irrigated unless it is under drought conditions, but the
613 St. Augustine stub-outs between the houses should be irrigated. We need to look at the
614 irrigation system to see what is going on and what should be adjusted. Irrigating bahia right
615 now creates a field of weeds.

616 Mr. Van Houten stated the last item is on Atwood Drive between South Lake and East
617 Lake. The South Lake homes back up to the three retention ponds. I know Jones Homes
618 has gone in and put down some dirt or tried to address the drainage issues, but every single
619 time it rains heavily, like it has been, everyone's backyard gets significant ponding. We
620 have pictures that Barbara took this morning where you can see the water that remains from
621 this past weekend. I know it will cost money, but water is coming up to the back of people's
622 homes. We are looking to the engineer to see if those ponds can be regraded or if Jones
623 Homes can regrade them.

624 Mr. Perez stated regarding the Jones Homes lots, including Songbird, I have reached
625 out to them. When they grade out their lots, they grade out to District property. Then they
626 finish the lot, install a fence, and put in a barrier. They do not sod behind it. They originally
627 said they were going to seed it, and I requested they not because that is not very good for
628 the sod. Bahia has a low germination rate. They are coming back to a lot of areas. Behind
629 Songbird, they are going to install sod. Regarding the area with ponding on Atwood and
630 Songbird, that was just shared with them yesterday, and they sent it to their construction
631 supervisor, the vice president of construction, to get that area corrected. I have not received
632 a response, but I will stay diligent on them. The proposal in the agenda package addresses
633 the area between the homes with the grading issue. At first, I was told it had no irrigation,
634 so two proposals are included: one for bahia and one for St. Augustine. It is up to the Board,
635 and you can go with bahia if you want, but it would make sense to go with St. Augustine
636 for the side yards. The last proposal we will discuss with Servello. Those are the three I am
637 aware of. Moving forward for any work with Jones Homes in the Enclave, we will hold
638 them accountable to make sure they correct any deficiencies to District property.

Harmony CDD
August 15, 2022, meeting

Mr. Van Houten stated I have one last item that was not included on the email. The area between 3326 and 3330 Sagebrush Street is a large area of District property, and a sprinkler is broken and has now created a hole. It is on the street side between the street and the sidewalk. You cannot miss the hole.

Ms. Kramer stated in the future, you do not have to wait for a meeting. You can email the District at cddmaintenance@inframark.com. Mr. Morrell can address your issues.

A Resident stated Mr. Morrell said it was not District property.

Mr. Van Houten stated we went back and forth on that sprinkler.

Mr. Morrell stated I reviewed the area this week, and it is not the District's property.

Mr. Van Houten stated it is not HOA property. It is in the segment between the homes, which is District property.

Mr. Morrell stated I will meet you onsite and show you.

Mr. Van Houten stated if it is not on District property, then we will address it from an HOA standpoint. Up until now, I have been under the impression that segment is all District property.

Mr. Morrell stated I will show you tomorrow.

A Resident stated that sprinkler came on when the District's sprinklers were irrigating. It does not come on with the home owner's irrigation system.

Ms. Kramer stated staff will work with Mr. Van Houten and get it straightened out.

FOURTH ORDER OF BUSINESS Contractors' Reports

A. Servello & Sons

Mr. Betancourt stated all breaks are fixed. The only thing is, water is not on Cat Brier Trail yet. All the mainline breaks and lateral line breaks, approved in previous proposals, were fixed today.

Ms. Kramer stated the proposals were on the Board's agenda, but our contract says that anything in the amount of \$2,500 or less can be approved by the District Manager. That way we do not have to wait for a Board meeting for certain repairs, like these breaks that will run up our water bills. These are not-to-exceed proposals. Now that repairs have been made, Servello will provide actual costs, and the management team will scrutinize the bills.

Mr. Betancourt stated we also took pictures of the repairs.

Ms. Kramer stated for the awareness of the audience, the irrigation system is 20 years old. We are having a number of breaks, which cause some serious problems getting areas irrigated and also loss of water, which runs up the water bills. We are trying to stay on top

Harmony CDD
August 15, 2022, meeting

of these and get them fixed. Toho Water Authority (“Toho”) has been wonderful working with us, and, in fact, is giving us new metrics to see and identify water breaks much earlier than waiting to receive utility bills. We are excited about that. When the new system comes online, it will give us almost a real time look at our water usage.

Ms. Kassel asked have we received an answer from Toho on that one very high bill?

Ms. Montagna stated they are working on that one with Mr. Perez. We are providing all the information to them.

Ms. Kramer stated Toho indicated they would forgive that, provided we show them we fixed it. I have received several other bills like that, also.

Ms. Kassel stated it was a \$20,000 bill.

Mr. Betancourt asked was that for the mainline break on the other property?

Ms. Kramer stated yes.

Mr. Betancourt stated when I was at the square, one of the Toho employees asked me who the manager was. I replied that I am. He took me over there to show me. By then, outside the fence, the whole ditch area was flooded. I do not know how long it was running.

Ms. Kramer stated we will be staying on top of that because the water bills are a big part of our budget.

Mr. Betancourt stated on the new parcel the District just accepted is U-2.

Ms. Kramer stated yes, let me apologize and announce to the Board that it was not Servello who delayed in mowing. The agreement ended up in my box, and I neglected to sign it and get it back to them. Mowing of that area is not the full area. I will need to show Mr. Betancourt the area. Plus, it is the area along the front fence and around in that east entrance. We now own all that area on either side of the east entrance, and we need to get it mowed and cleaned up.

Mr. Betancourt stated I would like to meet you onsite. I am visual.

Ms. Kramer stated I am, too. We will meet regarding that area, so let me know your availability.

Mr. Betancourt stated I received an email from Mr. Morrell with a very vague description: broken sprinkler on Five Oaks Drive by Town Square, but I do not know where that is. A puddle always appears going to the swim club in front of the restaurant. That irrigation is not ours. Whatever sprinkler is broken belongs to the tavern. I think that is where it is coming from.

Harmony CDD
August 15, 2022, meeting

Ms. Kramer stated I will ask Mr. Morrell to meet Mr. Betancourt onsite to address that vague description. The problem when we get comments from residents, sometimes they are not very descriptive. Those comments help us and are wonderful because they are providing us with input. Without that input, we could have breaks that go unnoticed for a long time. Mr. Betancourt and Mr. Morrell can meet and perhaps reach out to the resident who reported it.

i. Proposals

Ms. Kassel stated for the benefit of the residents, we were just discussing irrigation and water use and how it has increased so much. Not only is water use increasing because we have a lot of new neighborhoods, but also costs for maintaining the irrigation have increased. When the developer installed the irrigation systems along the roadways, he planted oak trees not far from the irrigation lines. Those oak trees are 20+ years old, and the roots are growing into the lines and causing major breaks. The piping does not have a very long longevity, so all of this is now an issue. Wiring is also involved, so all the pipes are being broken by tree roots and need to be replaced, which are very expensive repairs. We are having to repair more and more of them, and all the streets have trees down them. The new neighborhoods, even though they are not being affected now, in 10 or 15 years will have the same kind of problem.

a. #6683 to Replace Sod with St. Augustine at 3329 Sagebrush Street

b. #6684 to Replace Sod with Bahia at 3329 Sagebrush Street

Ms. Kramer stated proposals #6683 and #6684 are for the same location, which is the location we just discussed that does not have the drainage issue. I was confused about these. I measured the area for St. Augustine. The bahia looks okay between the two houses. The area was 36 feet by 15 feet, which is 540 square feet for St. Augustine, but the proposal has 1,200 square feet.

Mr. Betancourt stated we do not purchase half pallets or quarter pallets; we have to buy the whole pallet.

Ms. Kassel asked is the whole pallet 1,200 square feet? I thought it was 450 square feet.

Mr. Betancourt stated a pallet is 400 square feet, and it will take three pallets.

Mr. Leet asked could you get two pallets?

Mr. Betancourt stated yes. I believe I measured the whole area for bahia and one for St. Augustine.

Harmony CDD
August 15, 2022, meeting

737 Ms. Kramer stated as previously mentioned, this area has more of a recent issue of the
738 irrigation not being on. One of the reasons we switched irrigation over to Servello is so
739 they would be responsible. I know this is something you probably have to review with Mr.
740 Scott Feliciano. If you have not been able to keep the irrigation on, and the sod died, would
741 you not be responsible to replace the sod?

742 Mr. Betancourt stated if we know about a problem with the clock or a certain valve and
743 the sod dies, yes. It is warrantied.

744 Ms. Kramer stated you are supposed to be monitoring those on a regular basis. You
745 should have known about the problem. I would like to kick this back to the District
746 management staff to work out with Servello. I know this is a level above Mr. Betancourt.

747 Ms. Montagna asked you want us to address both proposals #6683 and #6684?

748 Ms. Kramer stated yes.

749 Mr. Betancourt stated one is for bahia, and one is St. Augustine.

750 Ms. Kramer stated the properties on either side have St. Augustine, and we need to
751 make sure the irrigation system is fixed and running properly before we do anything.

752 Mr. Betancourt stated it is running now.

753 Ms. Kramer stated I recommend St. Augustine. If you put in bahia, it will go into the
754 adjacent yards.

755 Mr. Betancourt stated it was probably bahia at one time when they first built the house.
756 The easement was probably bahia.

757 Ms. Kramer stated no, when I was looking at it, I think they put St. Augustine in all
758 those if you look closely at it. They put St. Augustine between the houses up to the back
759 property line, and then they started the bahia from there.

760 Mr. Betancourt stated that was before my time.

761 Ms. Kramer asked have you been here five years?

762 Mr. Betancourt stated three years.

763 Ms. Kramer stated sprigs of St. Augustine are running through there. I will ask the
764 District Manager to resolve this.

765 Ms. Montagna stated yes, I will get right on it.

766 **c. #6833 to Replace Sod with St. Augustine at Nine Locations on**
767 **Schoolhouse Road**

768 Ms. Kramer stated this is for the rights-of-way on Schoolhouse Road. These are the
769 areas that we are turning back to the residents. This proposal is for nine residences,

Harmony CDD
August 15, 2022, meeting

proposing to sod in front of each residence. When I went out to take a look, I did not see significant damage. It was not like the whole areas have gone bad. The question is if this is really needed. The cost is \$1,000 per house to install St. Augustine in front of all the houses. In front of each house, I would say over 50% of the sod is still good. The damaged sod or bare areas are where the residents walk to their cars parked on the roadway. I do not support this proposal. Hopefully residents will take better care once it is their responsibility.

Ms. Kassel asked will their responsibility start as of October 1, 2022?

Ms. Kramer stated yes.

Ms. Kassel stated we need to let them know that.

Ms. Kramer stated yes.

Ms. Phillips asked should the fuel surcharge be taken off?

Ms. Kramer stated yes.

Ms. Kassel stated we are not moving forward with that.

Ms. Kramer stated we have discussed it with Servello, and they have removed it. The other ones came below \$2,500, and they were able to remove the surcharge.

Ms. Montagna stated I did not quite hear. You are not tabling this but taking it completely off.

Ms. Kramer stated yes.

Ms. Kassel stated at least for the time being, unless something drastically changes.

d. #7037 for Irrigation Main Line Break on Buttonbush Loop

e. #7038 for Irrigation Main Line Break at 3356 Cat Brier Trail

f. #7040 for Irrigation Lateral Line Break at 3374 Cat Brier Trail

Ms. Kramer stated proposals #7037, #7038, and #7040 do not need to be considered at today's meeting. They have all been handled between the management company and Servello. We will get with Mr. Betancourt to show him where the easements are.

Mr. Betancourt stated I need the visual to see where the lines are. If I use the property appraisal, it does not really give me what I need. The other mainline break we addressed on parcel U-2 was also running for a while.

Ms. Kramer stated if you will give me the meter number, I will get with Toho and see if they can adjust the bill.

Mr. Betancourt stated it is where the clocks are.

Ms. Kramer stated you will need to send it to me.

Mr. Betancourt stated I will.

Harmony CDD
August 15, 2022, meeting

FIFTH ORDER OF BUSINESS **Consent Agenda**

A. Acceptance of May 26, 2022, Workshop and Meeting Minutes

The minutes are included in the agenda package and available for review on the website or in the District office during normal business hours.

Ms. Kramer stated we provided amendments to the workshop minutes.

Ms. Kassel stated I have one correction to the meeting minutes where it was labeled as the Juniper representative voting on a Board decision. I presumed it was Ms. Kramer, and I asked Ms. Montagna to have that corrected.

B. Acceptance of Financial Statements (July 2022)

The financial statements are included in the agenda package and available for review on the website or in the District office during normal business hours.

C. Approval of #267 Invoices and Check Register (Invoices available upon request)

The invoices and check register are included in the agenda package and available for review on the website or in the District office during normal business hours.

Ms. Kassel made a MOTION to approve the consent agenda, regular meeting minutes as amended.
Mr. Leet seconded the motion.

Ms. Philips stated I was not here for this meeting, so I take it that I should not vote.

Mr. Eckert stated you are certainly allowed to vote, and generally, we encourage Board members to vote. Some attorneys say you can abstain, but I do not agree with that opinion. You have different rules than I have with my districts, so I will defer to those who have been here a while on how to address that issue.

Mr. Leet stated you are still able to review the minutes, and if you see any glaring errors, you can mention them.

Ms. Phillips stated I did read them.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the consent agenda, regular meeting minutes as amended.

SIXTH ORDER OF BUSINESS **Staff Reports**

A. District Engineer's Report

The engineer's report is included in the agenda package and available for review on the website or in the District office during normal business hours.

Ms. Kramer asked when can we expect the summary report on the Estates to give us an idea what work needs to be done to correct the issues?

Harmony CDD
August 15, 2022, meeting

842 Mr. Hamstra stated we are trying to solicit realistic bids for the repairs to present to the
843 Board at the September meeting.

844 Ms. Kramer stated even if you do not have all the numbers, I will ask Mr. Hamstra to
845 give us a summary of everything that needs to be done.

846 Mr. Hamstra stated yes, you will have a map showing all the areas to be repaired or
847 replaced, with our estimate and hopefully complementary, realistic numbers.

848 Ms. Kramer stated wonderful, thank you.

849 **B. District Counsel Report**

850 Ms. Kramer stated since Mr. Eckert is new to the Board, we did not have a written
851 report in the agenda package. In the future, you should include a report in the agenda
852 package with any items to address. Mr. Eckert provided us with a new supervisors package
853 to inform the new supervisors of a number of different things.

854 Mr. Eckert stated I have a couple items to discuss with the Board. I stated at the last
855 meeting that I would have a conversation with each Board member at no charge, to
856 introduce myself as well as get up to speed on issues individual Board members have
857 concerns about. I have spoken with three Board members, and I will speak with the other
858 two hopefully within the next week. That is underway. I also reached out to your former
859 legal counsel and requested any public records. That is what your duty is as an attorney. It
860 is your attorney's file; however, when you represent a public body, it is your duty to turn
861 over all public records, electronic and paper. I have made that request. I also suggested a
862 conference call with him, for me to get up to speed on any pending issues so we do not
863 miss anything. I am waiting to hear back from him, but that was just sent today. I prepared
864 the AAA Court Surfaces contract for the basketball court resurfacing. I provided it to the
865 District Manager, who is working to get it executed. We are also in the process of preparing
866 the landscaping maintenance contract and working with the Chair in terms of some
867 language changes we will look at that have worked for us in a couple other communities
868 in terms of dealing with missed time, when they have missed mows or other missed
869 services, and how the District gets either a credit financially or through additional services.
870 We will be pretty proactive on that and will include it in the contract. I anticipate you will
871 see that at the next meeting. Our fee agreement is on the agenda, but I do want to discuss
872 with the Board perhaps some cost savings or allocation of your resources that I think might
873 be the best for the District. We hit the ground running, and I feel good about it. Do you

Harmony CDD
August 15, 2022, meeting

874 want to incur the expense of me preparing a written report for each agenda package? I am
875 happy to do that.

876 Ms. Kramer stated yes, if extensive items need an explanation, but not if it is just
877 regular, mundane activities.

878 Mr. Eckert stated what I just described verbally is not what you want.

879 Ms. Kramer stated no, we do not need that in a report.

880 Mr. Eckert stated for action items, I will include a memorandum explaining what we
881 are doing and why, and what the recommended action of the Board is.

882 Ms. Kramer stated yes, that is correct, unless another Board member has something
883 they would like to see in a written report.

884 Ms. Kassel stated I have nothing at this time. I presume the invoices will show what
885 Mr. Eckert is working on, which will give us, and any resident who wants to review the
886 invoices, a good idea of what you have been working on and spending time on. When we
887 receive it, we can request it be added to the next agenda if we want.

888 Ms. Montagna stated Kutak Rock's invoices are lined out as to exactly where their time
889 is spent.

890 Mr. Eckert stated we will discuss this further when we get to the alternative fee
891 agreements in terms of the level of communication I want to have with the Board and the
892 check-ins so we can make sure it is a fair relationship for everyone. If we have a flat fee, I
893 will show you exactly who worked on a matter, how much time it took, and what it would
894 have been if we billed it hourly. That will be detailed out and provided to the Board so you
895 can see if you are getting value or not, and so I can also see. That is how it has to be in
896 order for it to work. To me, a flat fee is simple and convenient, but it is not intended to be
897 a windfall for either party.

898 Ms. Kassel stated we agree with that.

899 Mr. Eckert stated a bill passed through the legislature dealing with noticing of public
900 meetings. I do not know if you have discussed this at meetings previously.

901 Ms. Montagna stated no.

902 Mr. Eckert stated the legislature, the local governments, and the newspapers have
903 always had a fight in terms of advertising. The newspapers want to keep everything
904 published in print advertisement, local governments want to go online, and the legislature
905 is in between. Each year, incrementally we are able to get the legislature to do a little more.

Harmony CDD
August 15, 2022, meeting

906 Last session, they passed a bill that said if a county or a city creates a website, then other
907 local governments within that jurisdiction can post their meeting advertisements on that
908 website if it is cheaper than using the newspaper. You have to run an advertisement in the
909 newspaper saying you are going to be posting electronically, but that is one advertisement.
910 We will monitor that. We have a lot of communities and CDDs in the County. Hopefully
911 the County will get on top of that. Once they implement that, presuming they do, that
912 should save your advertising costs significantly.

913 Ms. Kramer stated that is wonderful news. Legal advertising is a significant expense.

914 Mr. Eckert stated it goes into effect January 1, 2023, but it only matters if they have a
915 website.

916 Mr. Leet stated nothing against the Osceola News Gazette, where we advertise, but the
917 County's website will be more accessible.

918 **C. Field Manager Report**

919 **i. Field Report**

920 The field report is included in the agenda package and available for review on the
921 website or in the District office during normal business hours.

922 Mr. Perez stated regarding the color scheme for resurfacing the basketball court, other
923 color options are available. We talked with some of the basketball players, and they
924 mentioned blue and green. This is what was shared with AAA Court Surfaces, along with
925 the contract for execution. I have not received that back yet. As soon as I do, we will get it
926 fully executed.

927 Ms. Kramer asked do any of the Supervisors have any changes or objections? We
928 reached out to the basketball community in Harmony, and they prefer a dark green or a
929 dark blue. When this was put before them, they liked this rendering.

930 Mr. Leet stated I agree; it looks like a nice balance.

931 Ms. Kassel stated yes, it is dark, which is what they were looking for.

932 Ms. Kramer stated the reflective white is horrible to try to play basketball on.

933 Mr. Perez stated it will still have white striping to identify the boundaries. Once the
934 contract is signed, I will let them know the Board approved the colors, and we can move
935 forward. We gave them until December 15 once the contract is executed, so four months I
936 think is reasonable. I have never resurfaced a basketball court, but I presume that is plenty
937 of time. If they come back with any changed language, I will make sure it is communicated
938 accordingly. Related to the field report, Mr. Morrell did a nice job on the report, including

Harmony CDD
August 15, 2022, meeting

939 a plethora of field-related items and Servello-related items. Unfortunately, we received Mr.
940 Brad Vinson's resignation, so we no longer have a certified pest operator ("CPO") for pond
941 spraying or mitigation spraying. He has since moved on to the landscaping world. We are
942 actively looking for a replacement. We are working closely with Mr. Bill Bokunic for the
943 Harmony Life magazine. I just sent him a revised job description for the two position we
944 are looking to fill. They should be posted on the community forum. He mentioned the
945 magazine comes off the press mid- to late-September, which will include those ads. He did
946 not mention a charge.

947 Ms. Kramer stated I understand he is not going to charge us.

948 Ms. Montagna stated which is very nice.

949 Mr. Perez stated we are grateful for that. We are continuing to look. The good news is,
950 we are in the middle of the aquatic weed control work going on, and they are doing a
951 phenomenal job. So we have enough time to find someone or options to bring to the Board.

952 Ms. Kramer stated the bigger concern on that is, having Aquatic Weed Management
953 doing the work right now is great because this would be a real problem if they were not.
954 But we still have a cogongrass issue. We are having more and more patches of it showing
955 up in our landscaping and open field areas that we mow. As soon as it becomes noticeable,
956 we need to get it treated. We will need a quick backup unless Aquatic Weed Management
957 will do something in the interim. We do need that coverage if it is going to be any period
958 of time because that gets out of control.

959 Mr. Perez stated yes. Unfortunately, no one on staff right now has that license. We will
960 need to discuss that and figure something out. We will figure it out. I have held the license
961 in the past, but unfortunately I do not have one anymore because I was on the golf course
962 side of things. If I have to retake the test, that is fine. The good thing is, it is nothing special,
963 just saying you are applying chemicals to cogongrass. No one on staff can do that yet. We
964 can also talk with Servello about spraying Roundup in those areas if we mark them all.

965 Ms. Kramer stated we just need to stay on top of it. On the field report, issue #9 stated
966 the pergola needs to be painted, but that structure has severe rot.

967 Mr. Perez stated yes.

968 Ms. Kramer stated that definitely needs to be fixed. This item is on page 209 of the
969 agenda package.

970 Mr. Perez stated Mr. Morrell is working with Mr. Chris Woods to get that corrected.

Harmony CDD
August 15, 2022, meeting

971 Ms. Kramer stated that is a critical health and safety issue if it gets any worse. They
972 fixed the utility gate in the dog park.

973 Ms. Kassel stated the gate at the small dog park off Bracken Fern Drive and Primrose
974 Willow Drive needs to be looked at.

975 Mr. Morrell stated I will look at it tomorrow.

976 Ms. Kassel stated the solar lights are not working, either.

977 Mr. Morrell stated they were working last week, but I will check them.

978 Ms. Kassel stated the ones in the front are fine.

979 Ms. Kramer stated regarding issue #38, I noticed from our billings that the irrigation
980 has been down since July 16.

981 Mr. Morrell stated yes.

982 Ms. Kramer stated that is great for our water bill but lousy for our grass.

983 Mr. Perez stated I spoke with Mr. Betancourt about that. He informed me tonight that
984 the valves on Clay Brick Road and Cat Brier Trail are on District property, so he is able to
985 manually water and turn on the zones by hand. That is what he has been doing. I asked for
986 a proposal for a water truck or installing spigots where we can attach a hose. I have not
987 received them yet, but I told him they would be a good idea to provide. In the interim, they
988 can also put nodes to battery-operated hockey pucks on those valves to run them. I told
989 him I need that proposal. It is not good to tell me now when we are past that point. We are
990 looking for a little more proactivity from them.

991 Ms. Kramer stated issue #45 is for the east entrance, which we discussed. They said
992 they submitted proposals for work they said needed to be done, but I looked and most of
993 those proposals never made it to the Board. Mr. Betancourt is no longer present at the
994 meeting, but pass this on to Mr. Feliciano, who promised us renderings.

995 Mr. Perez stated I requested those, as well, but I have not received them.

996 Ms. Kramer stated they are for landscape issues at the swim club and Ashley Park pool.
997 We really need to see them so we can get moving on some of these replacements.
998 Regarding trimming of palms, I encourage the Supervisors to go to the swim club and look
999 at how the palms were trimmed. They did not take the loose boots off. I understand
1000 removing the boots is not in the contract, but where they are hanging on by a thread and
1001 are a safety issue, I would imagine being our landscape contractor, they would take care of
1002 those.

Harmony CDD
August 15, 2022, meeting

1003 Mr. Perez stated yes, we can discuss that with Servello. Normally for any palm
1004 trimming, regardless how loose they are, if it is not discussed, then it is not included.

1005 Ms. Kramer stated let us make sure in the new one that it is discussed. I do not want
1006 our palms stripped all the way up. In the past, some of them have been. Where the boots
1007 are falling off, either because the ladder is hitting them or whatever reason when they are
1008 trimming the palms, something needs to be done about that.

1009 Mr. Perez stated you mentioned the “new one.” Do you mean the new contract?

1010 Ms. Kramer stated yes.

1011 Mr. Perez stated that contract has already been agreed upon, as has the price. Do you
1012 want me to go back to them and ask for an addendum?

1013 Ms. Kramer stated no. If we need to include that and they are willing to come up with
1014 a price, then yes.

1015 Mr. Perez stated so it will be an addendum.

1016 Ms. Montagna stated yes.

1017 Mr. Perez stated regarding pressure washing the sidewalks, we ran a cost analysis. I
1018 went through Mr. Hamstra’s maps of District-owned sidewalks, versus non-District-owned
1019 sidewalks, and I put together total linear footage and total mileage so people can see it
1020 either way. On average, it shows the number of days it would take an employee or District
1021 staff to wash all District-owned sidewalks. We have three options. When you look at the
1022 map, all District-owned sidewalks means in some of the rights-of-way that we are giving
1023 back to residents, those sidewalks are still District owned. That is included in option #1. It
1024 would take them pretty much a full year to get through them all, one person and that is all
1025 they do 24/7 for 22.58 miles of sidewalks. They vary in width, too: 4 feet, 5 feet, 6 feet, 8
1026 feet, 10 feet. All that changes the process, as well. Option #2 would be to pressure wash
1027 only District-owned sidewalks that abut District landscaped areas and outer roads, which
1028 means interior roads that you are discussing giving back to the home owners would fall to
1029 the home owner to maintain in terms of pressure washing.

1030 Ms. Kassel stated the interior street home owners take care of their own already.

1031 Mr. Perez stated correct, interior roads would go back to the home owners to maintain.

1032 Ms. Kassel stated it is already with the home owners.

1033 Ms. Montagna that is the question, which is what I talked with you about. Currently, it
1034 is not in the HOA documents for residents to do that. A while back, a Board member stated

Harmony CDD
August 15, 2022, meeting

1035 it should go to the home owners, or the District should take it away from the home owners,
1036 but no motion was ever made. That is what we are trying to determine if the Board wants
1037 to go with this.

1038 Ms. Kramer stated three or four years ago, I did the research for trips and falls.

1039 Ms. Kassel stated a number of years ago when the developer was on the Board, the
1040 developer did not want to be responsible for paying the costs for sidewalk maintenance in
1041 terms of cleaning. It was said the responsible for cleaning belonged to home owner. More
1042 recently, because we have had some slips and falls, and some sidewalks are black with
1043 fungus, we took it upon ourselves to clean all the sidewalks. I am interpreting what is in
1044 the agenda package to ask if we are going to clean all the sidewalks or some of the
1045 sidewalks. I think we do all the sidewalks. It is a liability issue for the District. The District
1046 owns the sidewalks. Some people will maintain their sidewalks in terms of washing, and
1047 some will not. For those residents who do not, the District owns the sidewalk. If someone
1048 slips and falls, it will come back on us. We have established the precedent, and we are
1049 buying the equipment.

1050 Mr. Perez stated we have the equipment. This just breaks down the work. If we do all
1051 of them, it will take one dedicated employee more than a year, since we do not have 294
1052 working days in a year. This is just putting that into perspective for the Board to understand.
1053 We have no problems breaking it into quadrants and working through, but we wanted to
1054 make sure we got direction from the Board.

1055 Ms. Kassel stated I am just presenting my opinion. Others may have a different option.

1056 Mr. Perez stated yes.

1057 Ms. Kramer stated this is where I look to our legal counsel.

1058 Mr. Leet asked would Mr. Eckert agree with our interpretation of the exposure?

1059 Mr. Eckert stated I have done extensive research on sidewalks and a district's
1060 responsibility. Some HOA documents will put the burden on the home owner, but that does
1061 not matter when someone falls, because they are going to sue the home owner if they find
1062 out that is in the HOA documents, and they are going to sue the District because we are the
1063 property owner. Florida has case law that says local governments cannot delegate their
1064 responsibility for sidewalks on their property. So it is this Board's responsibility to deal
1065 with sidewalks ultimately.

1066 Ms. Kassel stated that is another cost.

Harmony CDD
August 15, 2022, meeting

1067 Ms. Kramer stated yes. I think we should formalize this since it was never formalized
1068 previously, with a vote on which of the three options we want to approve.

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Ms. Phillips asked does it need to be once a year? Is every other year enough?

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Mr. Perez stated it will vary depending on the street and sun exposure. Mr. Woods was
1078 pressure washing in the Estates in one of the pocket parks three months ago. It holds water,

1079 it has very little air flow, and he has washed that area at least twice this year. The walking

1080 trail around Buck Lake, the big exposed wide sidewalk, probably does not need it as often.

1081 Ms. Kassel stated it has good drainage and lots of sunlight. But we have a lot of
1082 sidewalks with trees everywhere.

1083 Mr. Leet asked should we word this “as needed” instead of a rigid one time annually?

1084 Ms. Kramer stated yes.

1085 Mr. Perez stated that would probably make more sense.

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Ms. Kassel amended the MOTION to approve option #1
for the District going forward on an ongoing basis to be
responsible to pressure wash all District-owned sidewalks
within the District, one time annually or as needed.
Mr. Short seconded the motion.

1093 Ms. Phillips stated if we say annually, someone whose sidewalk is gray will call and
1094 complain.

1095 Mr. Short stated that makes more sense than to say we will power wash every sidewalk
1096 annually.

1097 Ms. Kramer stated some people are power washing their own sidewalks.

1098 Mr. Short stated I did and paid for it just a little bit ago.

1099 A resident stated “as needed” might be ten times a year.

1100 Ms. Kramer stated yes.

1101 Ms. Kassel stated if it is needed.

1102 Ms. Kramer stated we may need to do some ten times a year. My question is if the
1103 motion is okay with “or,” to say “annually or as needed.”

Harmony CDD
August 15, 2022, meeting

1104 Mr. Eckert stated I think staff can figure that out. If you get a report of a slippery
1105 condition, you will address it.

1106 Ms. Kassel stated we are asking if the wording “annually or as needed” will cover us.

1107 Mr. Eckert stated yes, it does.

1108 Mr. Perez stated past field management did no pressure washing of the entire
1109 community. Know that going forward.

1110 Ms. Kramer stated yes, they did.

1111 Mr. Perez stated they did not get everything.

1112 Ms. Montagna stated we are essentially starting from scratch.

1113 Mr. Perez stated on top of that, we have all the fences, which we are also working on.

1114 Mr. Short asked this is for all sidewalks?

1115 Ms. Kramer stated yes.

1116 Ms. Kassel stated sidewalks owned by the District.

1117 Mr. Perez stated inside the Enclave and South Lake.

1118 Ms. Kramer stated for all the communities behind gates, those sidewalks are owned by
1119 the HOA. Middlebrook Place, Feather Grass Court, Cordgrass Place, and the lower part of
1120 Dark Sky Drive across from the school are all owned by the County. The rest are ours.

1121

1122 Upon VOICE VOTE, with all in favor, unanimous approval
1123 was given to option #1 for the District going forward on an
1124 ongoing basis to be responsible to pressure wash all District-
1125 owned sidewalks within the District, one time annually or as
1126 needed.

1127

1128 Mr. Perez stated regarding an update on the Umax, I emailed them the beginning of the
1129 month because he said August. I received a response that Yamaha has not provided a firm
1130 ship date yet.

1131 Ms. Kassel stated August would be wonderful. I placed an order for a John Deere gator
1132 in February, and it is supposed to arrive in August.

1133 Ms. Kramer asked are we making it with the vehicles we have?

1134 Mr. Perez stated right now we are. Instead of the staff being five full-time employees,
1135 it is four right now.

1136 Ms. Kramer stated you have staggered schedules.

1137 Mr. Perez stated yes.

1138 Ms. Montagna stated we have an Inframark truck, as well.

Harmony CDD
August 15, 2022, meeting

1139 **ii. Proposals**

1140 Mr. Perez stated a few weeks ago, we received a report over the weekend that on the
1141 foot bridges, kids—probably teenagers—were jumping off the bridges into the little canals.

1142 Ms. Kramer stated those are stormwater ponds.

1143 Mr. Perez stated yes. When we went out to inspect and investigate the call, they were
1144 gone by the time we got there. We thought to do something proactive by getting signs
1145 saying, “no swimming” or “caution alligators” as was mentioned earlier.

1146 Ms. Kassel stated I think the alligator sign would be great.

1147 Ms. Kramer stated yes, maybe alligators and snakes.

1148 Mr. Perez stated some signs say, “dangerous wildlife” and have a picture of an alligator
1149 and a snake. I think that is what Disney uses, if I am not mistaken. It just says, “dangerous
1150 wildlife.”

1151 Ms. Montagna asked do we need to have one or the other?

1152 Mr. Eckert stated neither one do you need to have in Florida. It is helpful and
1153 educational. Pictures help, and I have seen that, too.

1154 Ms. Kramer stated it might help them remember.

1155 A Resident stated we had a signage issue regarding fishing and no fishing, and we took
1156 them down. This is Florida. It is part of the ambiance.

1157 Ms. Kramer stated that is my concern. Just a reminder that we have pretty stringent
1158 sign restrictions, which are evidenced in our documents. We have to meet certain criteria
1159 when we install signs. We need to be very careful in how many we put up, but the small
1160 signs on either side should be fine. When you are getting the signs for other areas, we can
1161 add these.

1162 Mr. Perez stated that was going to be my question for counsel. A resident commented
1163 earlier, I believe tract G, when we were discussing alligators and installing signs. If we put
1164 them in one area, do we have to put them in all areas?

1165 Mr. Eckert stated no. If you have seen alligators in one area and you want to put signs
1166 in that area, that is fine. Florida law has no requirement to warn of wildlife that is natural.
1167 However, you can take those extra steps if you want.

1168 Mr. Perez stated maybe we just look at the area that was discussed earlier, and then
1169 around the foot bridges.

1170 Ms. Kramer stated yes, the low-profile signs, like we already have.

Harmony CDD
August 15, 2022, meeting

1171 Mr. Perez stated Fast Signs has been very reliable and very cost effective. We will send
1172 proofs for approval prior to purchasing, and we will include Mr. Eckert, as well.

1173 Mr. Leet asked will they be small enough that they can be installed on the existing
1174 bridge structure already? Or are we adding new posts?

1175 Mr. Perez stated we could find a plaque to put on the handrail of the post.

1176 Ms. Kramer stated the other ones are put on a low-profile 4x4 post in the ground. It
1177 comes up maybe mid-shin. My concern about putting too much on the actual structure of
1178 the foot bridges is, the more holes we drill in the wood, the more wicking of water will get
1179 in and the more we will have problems with rot. That is my recommendation.

1180 Mr. Leet stated I am hesitant to mess with people's view.

1181 Ms. Kramer stated they are very low profile; they will not affect anyone's view.

1182 Ms. Montagna stated I will discuss this under my report, but I want to ask about Polaris.

1183 Mr. Perez stated it has been rectified.

1184 Ms. Montagna stated it has not been deemed anything yet because we are still working
1185 on it.

1186 Mr. Perez stated Mr. Brent Maynard was on vacation two weeks ago, the same time I
1187 was out for a couple days. He was going to circle back with Kissimmee Motor Sports.

1188 Ms. Kramer asked he is from Polaris governmental?

1189 Mr. Perez stated yes, we found out that Polaris was apparently commercial
1190 governmental and should have been serviced originally at Briggs. This Polaris was bought
1191 in 2019, serviced in-house, and then moved to Kissimmee Motor Sports for the initial
1192 service. The information I received from Polaris was, the dealer—Kissimmee Motor
1193 Sports—should have said they do not service these. They did not, and they took it in for
1194 service. In multiple emails and phone calls regarding the warranty repair on the clutch that
1195 took place last year, that is something they are working on and looking into.

1196 Ms. Kramer stated we are hoping to get that rebated.

1197 Mr. Perez stated yes, we are hoping to get that rebated and get it back. In terms of the
1198 engine, the update I received from Mr. Maynard was, he stated Kissimmee Motor Sports
1199 said oil was coming from the muffler, but nowhere on our service reports is that stated, nor
1200 was it discussed with Mr. Morrell when he picked it up. It is in for service. I look at it the
1201 same as when you take your car in for an oil change. If they find the timing belt is cracking,
1202 they will tell you the timing belt is cracking. If they saw oil coming out of the muffler, why

Harmony CDD
August 15, 2022, meeting

1203 did they not say it had oil coming out of the muffler and suggest we investigate what is
1204 going on, but none of that was done. I will follow up with Mr. Maynard at Polaris, because
1205 it was middle of last week when I emailed him. He should be getting back, as well. He said
1206 he will circle back with Elio, the Kissimmee Motor Sports service manager. He has to tread
1207 lightly because oversees the military side of Polaris. He is actually dabbling with this
1208 concern and complaint into the commercial side that is not his area, but he is working
1209 closely with that gentleman, who will not respond to me.

1210 Ms. Kramer stated I do not know that we would want him to respond to you. If Mr.
1211 Maynard cannot do anything, Mr. Perez needs to go up the chain from Elio to get them to
1212 tell us.

1213 Mr. Perez asked Kissimmee Motor Sports?

1214 Ms. Kramer stated not the local dealer, but the Polaris company itself.

1215 Mr. Perez stated Elio is local at Kissimmee Motor Sports, and Mr. Maynard is with
1216 Polaris. I will get back with Mr. Maynard to see if he has any updates for me.

1217 Ms. Kramer stated that might still be a vehicle we can put back into service.

1218 Mr. Perez stated that is correct. Late last week, we received the insurance check for the
1219 Viking in the amount of \$11,000. We have not received the insurance check for the
1220 Kawasaki yet, but it is on the way, in an amount just over \$3,000.

1221 Ms. Montana stated we have the potential to get \$1,000 more for our deductible once
1222 it all plays out.

1223 Ms. Kramer stated the \$11,000 should cover the Umax that we approved.

1224 Ms. Montagna stated I do not have the price for that.

1225 Ms. Kramer stated it was \$10,000 or \$11,000.

1226 Mr. Perez stated I think it was closer to \$16,000. I will double check; it may be \$11,000.

1227 Ms. Kramer stated that will allow us to swap out that vehicle. The repair work has been
1228 done on the swim club bathhouse?

1229 Mr. Perez stated yes. Mark Davis Construction complete the repair work. We received
1230 their final invoice. Mr. Morrell has reviewed it, and I do not see any issues.

1231 Ms. Kramer asked is insurance paying them directly?

1232 Mr. Perez stated no, we are going to pay them, and then collect from our insurance,
1233 who will reimburse us. Then we are going to go back to the driver's insurance to collect
1234 the deductible.

Harmony CDD
August 15, 2022, meeting

1235 Ms. Montagna stated when all is said and done, the District will have paid Mark Davis
1236 Construction, the District will receive that money back, so it will be a wash and no cost to
1237 the District. To get the job done and done right, the District will pay Mark Davis
1238 Construction.

1239 Mr. Perez stated I have one last minor update on the ventilation fans in the swim club.
1240 I have shared emails with everyone. The swim club has ventilation fans. The back story is,
1241 they were shut off a long time ago, but I have no idea why. Of the five or six vendors we
1242 have had come out, two said they will give a proposal, and the others said it is so old the
1243 whole thing needs to be replaced. We have not asked for that proposal yet. We did receive
1244 a rough estimate today ranging from \$6,000 to \$8,000 to get this ventilation system up and
1245 running. I shared some pictures that showed the vent fan has rusted and is pretty corroded
1246 from chlorine.

1247 Ms. Kramer stated evidently, they have not been working for maybe ten years. A
1248 resident complained that the bathhouses were extremely hot. I put a monitor in there, and
1249 the women's bathhouse in the afternoon on a sunny day was up to 110°. In the interim, we
1250 have been propping doors open for air circulation. We may want to look at some Bahama
1251 shutters for that side of the building. I do not know why that past Board member refused
1252 to have it fixed and then told our staff the fans were working. The ventilation fans are in
1253 process, but it might be a pricey repair.

1254
1255 **SEVENTH ORDER OF BUSINESS** **District Manager**

1256 **A. District Manager's Report**

1257 Ms. Montagna stated a lot of the things on my list have been addressed by Mr. Perez
1258 or Mr. Eckert. We are doing some housekeeping and full audits of many things. We wanted
1259 to get through the budget cycle. In September, you will start seeing some housekeeping
1260 things we want to get cleaned up. Some will pertain to rules, and some will pertain to
1261 different things. I am glad Mr. Perez gave his update on the Polaris. I received an email
1262 from Mr. Steve Berube. He asked me to have a conversation with the Board. He wants to
1263 buy all the failed equipment that is down currently. He listed prices to be delivered to him
1264 in Saint Cloud. As the Board is aware, we cannot offer it to one person. We have to offer
1265 it to everyone. The District also has a policy to have it declared surplus material. The
1266 Polaris is not part of that at this time, but other pieces of equipment are not fixable and can
1267 be identified as surplus, according to the policy. If he bids on it, that is a different story.

Harmony CDD
August 15, 2022, meeting

1268 Ms. Kramer stated our policy lays it out and a portion says it should be offered to other
1269 public entities.

1270 Mr. Eckert stated I would like to see that policy.

1271 Ms. Montagna stated I need to send it to you because I am a little unclear. I have never
1272 seen one written like this.

1273 Ms. Kramer stated the State has a policy for disposal of assets.

1274 Mr. Eckert stated the District has two options under the State policy, and I did not
1275 recognize the one that was just presented.

1276 Ms. Montagna stated I will send the policy to Mr. Eckert for his review and any
1277 revisions that need to be made before we go forward in declaring anything as surplus.

1278 Ms. Kramer stated we had a good meeting with Inframark to discuss an annual review
1279 of where they are doing well and where they need some improvement. I think we will see
1280 a big team effort.

1281 Ms. Montagna stated yes, it was a very good meeting on both sides that were presented.
1282 Some things we want to rectify, and some things will be coming before the Board. You
1283 will see that rolling out starting in September and moving forward.

1284 **B. Kutak Fee Agreement**

1285 Mr. Eckert stated I wanted to come up with a couple options for the Board to consider.
1286 When we submitted our proposal, it was a straight hourly rate. I wanted to look at any
1287 options that makes sense from a flat-fee perspective. I think we need to talk about how you
1288 will use me, in terms of, do I need to be at every meeting. I need to attend every meeting,
1289 but I think you might get more value on the meetings that do not have a lot for me to do,
1290 for me to attend via Zoom. Some of that budget you can then use for other projects. It even
1291 works out better for you if I talk to each Board member for 30 minutes the week before the
1292 meeting to brief them. You will come out ahead on something like that. I tried to come up
1293 with a flat fee that will cover the months in which we attend meetings in person.

1294 Ms. Kassel stated I see in your proposal it is \$3,500, but I thought last month, you said
1295 it would be \$2,200.

1296 Mr. Eckert stated I did, for meeting attendance and the meeting preparation. This also
1297 includes preparation of contracts and resolutions, as well as phone conferences and email
1298 interactions with Board members. When you asked me before, that cost was just for us to
1299 come and attend the meeting, which I said would be between \$2,000 and \$2,200.

1300 Ms. Kassel asked what does this proposal represent?

Harmony CDD
August 15, 2022, meeting

1301 Mr. Eckert stated this is in addition to the estimate I quoted. The \$3,500 would be for
1302 attending meetings and preparing for the meetings. It also includes preparing resolutions
1303 you need. The proposal says routine resolutions, but the ones that will count will be for
1304 special assessments when you refinance bonds, and things like that. Preparation of
1305 contracts was not included in the \$2,000 to \$2,200 estimate.

1306 Ms. Kassel stated I am trying to get clarity without too much back-and-forth since we
1307 are over our two-hour meeting time. The \$3,500 includes an in-person meeting, and all the
1308 other work that is not included in litigation.

1309 Mr. Eckert stated as long as it is not litigation or a special project. If you tell me you
1310 want me to figure out every easement in the community, that will not be included in the
1311 \$3,500. But if you have a question on the current landscape contract language, that is not a
1312 special research project and would fall within the \$3,500.

1313 Ms. Kassel asked what if you do not attend meeting in person?

1314 Mr. Eckert stated if I attend by phone or Zoom, I would suggest you not do any kind
1315 of flat fee but do hourly for that time. I think you will find that you will come out ahead.
1316 What I am proposing matters, but what really matters is in three to five months, I will show
1317 you how much time I spent and the related flat fee for these months, and you can see exactly
1318 how much time that was. You can then compare it to the hourly fees to see if the flat fee
1319 we are establishing today makes sense for both parties. I think it has to be fair to both
1320 parties. I think this cost comparison will be more important than the amount of the flat fee
1321 we establish today. Some of my districts have flat fees, but most of them do not. They got
1322 away from the flat fee and use me better and more efficiently. I am happy to look at any
1323 kind of flat fee. I can also come up with flat fee that is more consistent with what we talked
1324 about, which was \$2,000 to \$2,200, but that only included meeting attendance. I do not
1325 think that works as well for you, but I am willing to do that if the Board wants.

1326 Ms. Kramer stated the previous attorney was on a flat fee of \$4,000. We can use that
1327 amount well and pick up the phone to call anytime, but the conversation was direct and to
1328 the issue. It also included emails.

1329 Mr. Eckert stated I suggest I attend the next meeting by Zoom, try it out, and see how
1330 it works. I would say for two-thirds of your meetings in a year, Zoom attendance will be
1331 fine. If I need to present something to the Board that will have a lot of back-and-forth
1332 comments, then I suggest I attend in person.

Harmony CDD
August 15, 2022, meeting

1333 Mr. Kramer stated the only thing that concerns me about a flat fee is the ten-minute
1334 window. I do not know how strict that is if we call you with a quick question.

1335 Mr. Eckert stated I bill by tenths of the hour.

1336 Ms. Kassel stated that is six minutes.

1337 Mr. Eckert stated I can change it to 12 minutes if that helps. I think it is good for us to
1338 be efficient when we have conversations. Most of the time, it will be asking what a contract
1339 says or asking if we have a contract. Questions regarding terms of contracts or requesting
1340 a copy of a contract should go to the manager first, and then to me second if for some
1341 reason you have a question, for example, regarding an email I sent on that contract. Most
1342 conversations I have with my board members are less than 10 minutes. Some board
1343 members call me three times a week, but the calls are less than ten minutes. I am fine with
1344 either approach. It does not matter to me because we are going to discuss this in three or
1345 four months and see how it is working or not working.

1346 Ms. Kassel stated the proposal includes option B. If we decide not to go with that
1347 option, do we delete that paragraph? How do we work that in terms of approving the
1348 agreement.

1349 Ms. Kramer stated he provided two fee agreements

1350 Mr. Eckert stated correct. We provided two fee agreements. One is straight hourly, and
1351 one has the flat fee option for months when I attend in person. You can approve either one.
1352 The agreement says that at any time, either party can say the flat fee is not working, and
1353 you want to go to hourly. Or if it is not working at all and you are not comfortable with
1354 hourly, then you will want to find a new attorney, and that is okay, too. We will help
1355 transition to make sure we did not drop any projects.

1356 Ms. Kramer stated in reviewing the agreements and understanding them, I recommend
1357 we go with the flat fee for in-person meetings. It gives us the availability to get resolutions
1358 and contracts and so forth done. Then we can assess in three or four months.

1359 Ms. Phillips stated I agree.

1360 Mr. Leet stated I lean toward that, especially at the beginning of this transition. Things
1361 might be a bit of a mess, and he may have more questions. It will be best to assess it later.

1362 Ms. Kassel stated to clarify, that means he will be attending every meeting in person.

1363 Mr. Eckert stated no. I would reach out to the Chair before every meeting. My
1364 suggestion is that I attend by Zoom unless you feel there is a compelling need for me to be

Harmony CDD
August 15, 2022, meeting

here. On those months, the billing be hourly, not a flat fee. Only when I am here in person will it be a flat fee, because it is a significant amount of travel time. One month, it might be hourly, and the next month it may be a flat fee, depending if I attend in person. I thought that was fairer. Most of the other flat-fee contracts I have done, it is regardless if I am in person or in my office. I found over time that I do not feel that is appropriate.

Ms. Kassel stated that was not clear to me. The first proposal is, anytime you attend a meeting in person, it is a flat fee. Anytime you do not attend a meeting in person, it is hourly.

Mr. Eckert stated that is correct.

Mr. Leet made a MOTION to approve option 1 fee agreement from Kutak Rock, charging \$3,500 per month for counsel to attend meetings in person, and charging hourly for months when counsel does not attend meetings in person.
Mr. Short seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to option 1 fee agreement from Kutak Rock, charging \$3,500 per month for counsel to attend meetings in person, and charging hourly for months when counsel does not attend meetings in person.

Mr. Eckert stated I am excited to work with you. I will be working with the manager on quite a few policies. I will be showing what I suggest moving forward. You will see several of those in the next few months, but they are routine policies and will be covered in the flat fee.

EIGHTH ORDER OF BUSINESS Old Business

A. Informational Signs

Ms. Kramer stated this is not critical and can be moved to the next agenda.

Ms. Kassel stated I have a request regarding this. I presume this came from field services.

Ms. Kramer stated this came up several months ago.

Ms. Kassel stated yes, I know but I presume the photographs and suggestions came from field services.

Ms. Kramer stated no, I put it together.

Ms. Kassel stated some of these have possible recommendations on what to do with them, and others do not.

Harmony CDD
August 15, 2022, meeting

Ms. Kramer stated I prepared this, and the Board can come up with whatever we think would be good information on those signs. The one thing that is lacking is a map to show the location of each one. You can see if you are coming in the west entrance, the first sign is the first one in the package. Should that state in large letters "Welcome to Harmony"? Should one give you a message about Harmony? If members of the audience have any input on these signs, let us know. The old informational, big signs used to look beautiful, and they are peeling off now and have been abandoned by the developer. So we are going to put them to good use. Take some time between now and the next meeting to look at them, maybe drive around, and come up with suggestions. The recommendations are thoughts I had. The options are wide open on what the Board wants to do. I would like field services to give us an idea of prices for changing the signs. Then we will know if we can afford it or not.

Ms. Kassel made a MOTION to table discussion of information signs to the next meeting.
Ms. Phillips seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to table discussion of information signs to the next meeting.

NINTH ORDER OF BUSINESS Supervisors' Requests

Ms. Kramer stated for the benefit of our new members, this agenda item is for when you want to bring something forward to be on the next agenda for us to discuss. If it is something imperative or with a quick timeline, we can discuss it now. Typically if it needs a vote, it needs to be posted on the agenda so the public is aware we will be considering it.

TENTH ORDER OF BUSINESS Adjournment

On MOTION by Ms. Kassel, seconded by Mr. Leet, with all in favor, the meeting was adjourned at 8:15 p.m.

Secretary/Assistant Secretary

Chair/Vice Chair

Subsection 3B

Financials

TO: Board of Supervisors, Harmony CDD
FROM: Samantha Smith, Accountant
CC: Angel Montagna, District Manager
DATE: September 13, 2022
SUBJECT: August 2022 Financials

Please find the attached August 2022 financial report. During your review, please keep in mind that the goal is for revenue to meet or exceed the annual budget and for expenditures to be at or below the annual budget. To assist with your review, an overview is provided below. Should you have any questions or require additional information, please contact me at Samantha.Smith@Inframark.com.

General Fund

- Total Revenue through August is approximately 103% of the annual budget.
 - Non Ad Valorem Assessment collections are at 100%.
 - Sale of Surplus Equipment - Includes sale of old cell phones (\$2,171).
 - Other Miscellaneous Revenues - Includes sales tax collection allowance, and payment for Ashley Park damage.
 - Garden Lot - Includes lease payments for garden lot.
- Total Expenditures through August are at 97% of the annual budget.
 - ▶ Administrative
 - P/R-Board of Supervisors - Includes payroll for meetings through August.
 - ProfServ-Engineering - Pegasus Engineering services thru July 2022.
 - ProfServ-Legal Services - Young Qualls, PA general counsel.
 - ProfServ-Management Consulting - Contract with Inframark.
 - ProfServ-Recording Secretary - Inframark provides near verbatim minutes.
 - ProfServ-Special Assessment - Assessment roll services.
 - Postage and Freight - FedEx services, postage reimbursements to Inframark and survey mailing.
 - Insurance-General Liability - Egis Insurance Advisors provides auto, general liability, inland marine and property insurance.
 - Misc.-Contingency - Includes Inframark management services and ancillary costs.
 - ▶ Field
 - ProfServ-Field Management - Contract with Inframark.
 - Trailer Rental - Includes monthly rental of 1 container and 1 office trailer.
 - ▶ Landscaping Services
 - Contracts-Mulch - Contract with Servello and Sons.
 - Contracts-Irrigation - Contract with Servello and Sons.
 - Contracts-Landscape - Contract with Servello and Sons.
 - Contracts-Shrub/Ground Cover - Contract with Servello and Sons.
 - R&M Irrigation - Includes various irrigation supplies and repairs by Servello and Sons.
 - R&M-Trees and Trimming - Includes Oct 2021 tree trimming project and Mar 2022 sycamore tree insecticide by Servello and Sons. Also includes May 2022 pine tree removals and Jun 2022 tree trimming by Bee and Bee.
 - Miscellaneous Services - Includes Oct 2021 and Feb 2022 landscape maintenance by Servello & Sons. Also includes Bowman and Blair Ecology consulting services through Jan 2022.
 - ▶ Utilities
 - Electricity-General - Services provided by OUC.
 - Electricity-Streetlighting - Services provided by OUC.
 - Utility-Water & Sewer - Services provided by TOHO.
 - ▶ Operation & Maintenance
 - Utility-Refuse Removal - Services provided by Waste Connections of FL.
 - R&M-Ponds - Includes Dec purchase of chemicals from Nutrien Ag Solutions, Feb Buck Lake cost share agreement, and Aug Estate Mngt Pond Treatment.
 - R&M-Pools - Includes control leases for Ashley Park and splash pad, permits, chemicals. Also includes pool resurfacing and lights by Spies Pool.
 - R&M-Sidewalks - Includes Oct 2021 crosswalks & curbs installation by K & D Concrete, Jan 2022 concrete bench pads and entrance pads, Jan 2022 concrete sidewalk and crosswalk with curb, and Feb 2022 pressure washer hose purchase.
 - R&M-Equipment Boats - Includes purchase of boating supplies and annual service by Advanced Marine.
 - R&M-Parks & Facilities - Various supplies and repairs, including bench pads at dog park, repairing sinking pavers, and park signage.
 - R&M-Garden Lot - Includes garden yard signs and tree trimming.
 - Miscellaneous Services - Includes pool permit and access control cards.
 - ▶ Debt Service
 - Principal Debt Retirement - Principal portion of VC10 debt service assessment was transferred from the general fund to the series 2015 debt service fund and paid in May 2022.
 - Interest Expense - Interest portion of VC10 debt service assessment was transferred from the general fund to the series 2015 debt service fund and paid May 2022.

General Fund Reserves

- ▶ \$1 Million fund balance transferred from General Fund, per May 2022 board meeting (\$324,754 from fund balance, \$675,246 from transfer in = \$1,000,000).
 - Reserve-Renewal & Replacement - Includes replacement of decking and railing, repair of erosion, installation of geogrid, new dog park fence and gate, reserve study, tow boat repairs, and storm pipe cleaning & CCTV.
- Assigned fund balance represents the motion to assign fund balance at 9/30/21 plus current year activity.
- In FY 2019, the general fund loaned the series 2015 debt service fund \$53,231.95 to cover a shortfall. This loan has been repaid.
- In FY 2020, the general fund loaned the series 2015 debt service fund \$4,658.20 to cover a shortfall in October and \$71,193.25 to cover a shortfall in April. These loans have been repaid.

HARMONY

Community Development District

Financial Report

August 31, 2022

Prepared by



Table of Contents

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

SUPPORTING SCHEDULES

Non-Ad Valorem Special Assessments	8
Cash and Investment Report	9

HARMONY
Community Development District

Financial Statements

(Unaudited)

August 31, 2022

HARMONY

Community Development District

Governmental Funds**Balance Sheet**
August 31, 2022

ACCOUNT DESCRIPTION	GENERAL FUND	GENERAL FUND RESERVES	SERIES 2014 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
ASSETS					
Cash - Checking Account	\$ 376,221	\$ -	\$ -	\$ -	\$ 376,221
Accounts Receivable	87	-	-	-	87
Due From Other Funds	-	805,881	-	-	805,881
Investments:					
Money Market Account	1,156,074	-	-	-	1,156,074
Prepayment Account	-	-	67,625	984,505	1,052,130
Reserve Fund	-	-	607,313	340,000	947,313
Revenue Fund	-	-	622,866	333,246	956,112
TOTAL ASSETS	\$ 1,532,382	\$ 805,881	\$ 1,297,804	\$ 1,657,751	\$ 5,293,818
LIABILITIES					
Accounts Payable	\$ 38,656	\$ 14,157	\$ -	\$ -	\$ 52,813
Accrued Expenses	36,146	-	-	-	36,146
Due To Other Funds	805,881	-	-	-	805,881
TOTAL LIABILITIES	880,683	14,157	-	-	894,840
FUND BALANCES					
Restricted for:					
Debt Service	-	-	1,297,804	1,657,751	2,955,555
Assigned to:					
Operating Reserves	401,042	-	-	-	401,042
Reserves - Sidewalks & Alleyways	-	294,984	-	-	294,984
Reserves-Uninsured Repairs	-	50,000	-	-	50,000
Unassigned:	250,657	446,740	-	-	697,397
TOTAL FUND BALANCES	\$ 651,699	\$ 791,724	\$ 1,297,804	\$ 1,657,751	\$ 4,398,978
TOTAL LIABILITIES & FUND BALANCES	\$ 1,532,382	\$ 805,881	\$ 1,297,804	\$ 1,657,751	\$ 5,293,818

HARMONY

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 2,814	\$ 2,585	\$ 2,946	\$ 361
Interest - Tax Collector	-	-	21,818	21,818
Special Assmnts- Tax Collector	1,876,213	1,876,213	1,853,780	(22,433)
Special Assessments-Tax Collector-VC1	(22,435)	(22,435)	-	22,435
Special Assmnts- Discounts	(75,048)	(75,048)	(56,152)	18,896
Sale of Surplus Equipment	-	-	2,171	2,171
Other Miscellaneous Revenues	-	-	162	162
Access Cards	1,200	1,100	950	(150)
Facility Revenue	600	550	3,538	2,988
User Facility Revenue	15,000	13,750	22,310	8,560
Garden Lot	-	-	1,237	1,237
TOTAL REVENUES	1,798,344	1,796,715	1,852,760	56,045
EXPENDITURES				
Administration				
P/R-Board of Supervisors	14,000	12,837	9,200	3,637
FICA Taxes	1,071	979	704	275
ProfServ-Arbitrage Rebate	1,200	1,200	1,200	-
ProfServ-Dissemination Agent	1,500	1,500	1,500	-
ProfServ-Engineering	20,000	18,337	108,773	(90,436)
ProfServ-Legal Services	65,000	59,587	40,000	19,587
ProfServ-Mgmt Consulting	69,250	63,481	63,441	40
ProfServ-Property Appraiser	392	392	751	(359)
ProfServ-Recording Secretary	3,300	3,025	3,025	-
ProfServ-Special Assessment	8,822	8,822	8,822	-
ProfServ-Trustee Fees	10,160	10,160	10,160	-
Auditing Services	4,400	4,400	4,400	-
Postage and Freight	1,000	913	1,533	(620)
Rental - Meeting Room	2,750	2,519	-	2,519
Insurance - General Liability	27,762	27,762	18,281	9,481
Printing and Binding	500	462	278	184
Legal Advertising	1,000	913	2,053	(1,140)
Misc-Records Storage	1,500	1,375	267	1,108
Misc-Assessment Collection Cost	37,524	37,524	36,159	1,365
Misc-Contingency	5,000	4,587	1,254	3,333
Annual District Filing Fee	175	175	175	-
Total Administration	276,306	260,950	311,976	(51,026)
Field				
ProfServ-Field Management	338,872	310,629	310,633	(4)
Trailer Rental	6,960	6,380	6,380	-
Total Field	345,832	317,009	317,013	(4)

HARMONY

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Landscape Services</u>				
Contracts-Mulch	62,220	57,035	56,310	725
Contracts-Irrigation	26,400	24,200	24,611	(411)
Contracts - Landscape	272,300	249,612	245,838	3,774
Cntrs-Shrub/Grnd Cover Annual Svc	161,110	147,686	146,257	1,429
R&M-Irrigation	15,000	13,750	28,683	(14,933)
R&M-Trees and Trimming	40,000	36,663	32,100	4,563
Miscellaneous Services	35,000	32,087	5,695	26,392
Total Landscape Services	612,030	561,033	539,494	21,539
<u>Utilities</u>				
Electricity - General	37,000	33,913	30,163	3,750
Electricity - Streetlights	110,000	100,837	97,170	3,667
Utility - Water & Sewer	180,000	165,000	183,448	(18,448)
Total Utilities	327,000	299,750	310,781	(11,031)
<u>Operation & Maintenance</u>				
Utility - Refuse Removal	3,000	2,750	2,658	92
R&M-Ponds	3,500	3,212	5,896	(2,684)
R&M-Pools	32,000	29,337	105,529	(76,192)
R&M-Roads & Alleyways	2,000	1,837	-	1,837
R&M-Sidewalks	15,000	13,750	11,676	2,074
R&M-Vehicles	15,000	13,750	3,669	10,081
R&M-User Supported Facility	20,000	18,337	7,553	10,784
R&M-Equipment Boats	6,000	5,500	4,335	1,165
R&M-Parks & Facilities	25,000	22,913	27,476	(4,563)
R&M-Garden Lot	-	-	1,273	(1,273)
Miscellaneous Services	1,100	1,012	1,350	(338)
Misc-Contingency	8,000	7,337	9,548	(2,211)
Security Enhancements	5,700	5,225	9,667	(4,442)
Op Supplies - Fuel, Oil	4,000	3,663	2,993	670
Cap Outlay - Vehicles	30,000	30,000	-	30,000
Total Operation & Maintenance	170,300	158,623	193,623	(35,000)
<u>Debt Service</u>				
Principal Debt Retirement	12,868	12,868	12,868	-
Interest Expense	13,732	13,732	13,732	-
Total Debt Service	26,600	26,600	26,600	-
TOTAL EXPENDITURES	1,758,068	1,623,965	1,699,487	(75,522)

HARMONY

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Excess (deficiency) of revenues				
Over (under) expenditures	40,276	172,750	153,273	(19,477)
<u>OTHER FINANCING SOURCES (USES)</u>				
Operating Transfers-Out	(66,540)	(66,540)	(675,246)	(608,706)
Contribution to (Use of) Fund Balance	(26,264)	-	-	-
TOTAL FINANCING SOURCES (USES)	(92,804)	(66,540)	(675,246)	(608,706)
Net change in fund balance	\$ (26,264)	\$ 106,210	\$ (521,973)	\$ (628,183)
FUND BALANCE, BEGINNING (OCT 1, 2021)	1,155,721	1,155,721	1,155,721	
FUND BALANCE, ENDING	\$ 1,129,457	\$ 1,261,931	\$ 633,748	

HARMONY

Community Development District

General Fund Reserves

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES	-	-	-	-
<u>EXPENDITURES</u>				
<u>Operation & Maintenance</u>				
Reserve - Renewal&Replacement	23,040	23,040	208,277	(185,237)
Reserve - Sidewalks & Alleyways	43,500	43,500	-	43,500
Total Operation & Maintenance	66,540	66,540	208,277	(141,737)
TOTAL EXPENDITURES	66,540	66,540	208,277	(141,737)
Excess (deficiency) of revenues				
Over (under) expenditures	(66,540)	(66,540)	(208,277)	(141,737)
<u>OTHER FINANCING SOURCES (USES)</u>				
Interfund Transfer - In	66,540	66,540	675,246	608,706
TOTAL FINANCING SOURCES (USES)	66,540	66,540	675,246	608,706
Net change in fund balance	\$ -	\$ -	\$ 466,969	\$ 466,969
FUND BALANCE, BEGINNING (OCT 1, 2021)	324,755	324,754	324,755	
FUND BALANCE, ENDING	\$ 324,755	\$ 324,754	\$ 791,724	

HARMONY

Community Development District

Series 2014 Debt Service Fund**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending August 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 62	\$ 55	\$ 63	\$ 8
Special Assmnts- Tax Collector	1,230,013	1,230,013	1,228,420	(1,593)
Special Assmnts- Prepayment	-	-	136,685	136,685
Special Assmnts- Discounts	(49,201)	(49,201)	(37,209)	11,992
TOTAL REVENUES	1,180,874	1,180,867	1,327,959	147,092
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	24,600	24,600	23,961	639
Total Administration	24,600	24,600	23,961	639
Debt Service				
Principal Debt Retirement	670,000	670,000	665,000	5,000
Principal Prepayments	-	-	85,000	(85,000)
Interest Expense	497,313	497,313	496,931	382
Total Debt Service	1,167,313	1,167,313	1,246,931	(79,618)
TOTAL EXPENDITURES	1,191,913	1,191,913	1,270,892	(78,979)
Excess (deficiency) of revenues Over (under) expenditures	(11,039)	(11,046)	57,067	68,113
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	(11,039)	-	-	-
TOTAL FINANCING SOURCES (USES)	(11,039)	-	-	-
Net change in fund balance	\$ (11,039)	\$ (11,046)	\$ 57,067	\$ 68,113
FUND BALANCE, BEGINNING (OCT 1, 2021)	1,240,737	1,240,737	1,240,737	
FUND BALANCE, ENDING	\$ 1,229,698	\$ 1,229,691	\$ 1,297,804	

HARMONY

Community Development District

Series 2015 Debt Service Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 43	\$ 33	\$ 47	\$ 14
Special Assmnts- Tax Collector	856,710	856,710	841,966	(14,744)
Special Assmnts- Other	26,600	26,600	26,600	-
Special Assmnts- Prepayment	-	-	1,265,098	1,265,098
Special Assmnts- Discounts	(34,269)	(34,269)	(25,504)	8,765
TOTAL REVENUES	849,084	849,074	2,108,207	1,259,133
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	17,134	17,134	16,423	711
Total Administration	17,134	17,134	16,423	711
Debt Service				
Principal Debt Retirement	390,000	390,000	385,000	5,000
Principal Prepayments	-	-	445,000	(445,000)
Interest Expense	430,606	430,606	426,544	4,062
Total Debt Service	820,606	820,606	1,256,544	(435,938)
TOTAL EXPENDITURES	837,740	837,740	1,272,967	(435,227)
Excess (deficiency) of revenues Over (under) expenditures	11,344	11,334	835,240	823,906
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	11,344	-	-	-
TOTAL FINANCING SOURCES (USES)	11,344	-	-	-
Net change in fund balance	\$ 11,344	\$ 11,334	\$ 835,240	\$ 823,906
FUND BALANCE, BEGINNING (OCT 1, 2021)	822,511	822,511	822,511	
FUND BALANCE, ENDING	\$ 833,855	\$ 833,845	\$ 1,657,751	

HARMONY

Community Development District

Supporting Schedules

August 31, 2022

HARMONY

Community Development District

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

					Allocation by Fund		
Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	General Fund	Series 2014 Debt Service Fund	Series 2015 Debt Service Fund
ASSESSMENTS LEVIED FY 2022				\$ 3,924,167	\$ 1,853,780	\$ 1,228,420	\$ 841,966 (1)
Allocation %				100%	47.24%	31.30%	21.46%
11/22/21	\$ 288,449	\$ 12,264	\$ 5,887	\$ 306,599	\$ 144,838	\$ 95,978	\$ 65,784
11/26/21	\$ 13,417	\$ 726	\$ 274	\$ 14,417	\$ 6,811	\$ 4,513	\$ 3,093
12/08/21	\$ 1,953,498	\$ 83,057	\$ 39,867	\$ 2,076,422	\$ 980,904	\$ 650,003	\$ 445,516
12/09/21	\$ 1,872	\$ 4	\$ 38	\$ 1,914	\$ 904	\$ 599	\$ 411
12/22/21	\$ 417,110	\$ 17,654	\$ 8,512	\$ 443,277	\$ 209,405	\$ 138,763	\$ 95,109
01/10/22	\$ 57,709	\$ 1,821	\$ 1,178	\$ 60,708	\$ 28,678	\$ 19,004	\$ 13,025
01/10/22	\$ 6,160	\$ 194	\$ 126	\$ 6,480	\$ 3,061	\$ 2,028	\$ 1,390
02/08/22	\$ 365	\$ 12	\$ 7	\$ 383	\$ 181	\$ 120	\$ 82
02/09/22	\$ 115,291	\$ 2,691	\$ 2,353	\$ 120,335	\$ 56,846	\$ 37,670	\$ 25,819
03/10/22	\$ 38,282	\$ 424	\$ 781	\$ 39,487	\$ 18,654	\$ 12,361	\$ 8,472
04/08/22	\$ 118,384	\$ 19	\$ 2,416	\$ 120,819	\$ 57,075	\$ 37,821	\$ 25,923
04/08/22	\$ 6,120	\$ -	\$ 125	\$ 6,244	\$ 2,950	\$ 1,955	\$ 1,340
05/07/22	\$ 273,659	\$ -	\$ 5,756	\$ 279,415	\$ 131,996	\$ 87,468	\$ 59,951
05/07/22	\$ 1,139	\$ -	\$ 24	\$ 1,163	\$ 549	\$ 364	\$ 249
06/08/22	\$ 71,693	\$ -	\$ 1,508	\$ 73,201	\$ 34,580	\$ 22,915	\$ 15,706
06/17/22	\$ 365,612	\$ -	\$ 7,690	\$ 373,302	\$ 176,348	\$ 116,858	\$ 80,095
TOTAL	\$ 3,728,759	\$ 118,865	\$ 76,542	\$ 3,924,167	\$ 1,853,780	\$ 1,228,420	\$ 841,966

Collected in %

100%

TOTAL OUTSTANDING	\$ -	\$ -	\$ -	\$ -
--------------------------	------	------	------	------

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

HARMONY
Community Development District

Cash and Investment Report
August 31, 2022

General Fund

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account- Operating	Bank United	Checking Account	n/a	0.00%	\$376,221
Money Market Account	BankUnited	Money Market Account	n/a	2.10%	\$1,156,074
Subtotal					<u>\$1,532,295</u>

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	0.005%	\$67,625
Series 2014 Reserve Fund	US Bank	US Bank Governmental Obligation Fund	n/a	0.005%	\$607,313
Series 2014 Revenue Fund	US Bank	US Bank Governmental Obligation Fund	n/a	0.005%	\$622,866
Series 2015 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$984,505
Series 2015 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$340,000
Series 2015 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$333,246
Subtotal					<u>\$2,955,555</u>
Total					<u><u>\$4,487,850</u></u>

Subsection 3C

Invoices and Check Register

Harmony

Community Development District

General Fund

Invoice Approval Report # 268

September 14, 2022

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
BRIGHT HOUSE NETWORKS - ACH	073022-3501 ACH	R	\$ 114.98
	028483401080722 ACH	R	\$ 123.98
	028483501083022 ACH	R	\$ 114.98
	Vendor Total		\$ 353.94
ESTATE MANAGEMENT SERVICES INC	41417	R	\$ 3,306.50
	Vendor Total		\$ 3,306.50
INFRAMARK	81688	A	\$ 38,044.66
	Vendor Total		\$ 38,044.66
MARK A. DAVIS dba MARK DAVIS CONSTRUCTION	214	R	\$ 14,157.00
	Vendor Total		\$ 14,157.00
MARTZ PRESSURE WASHING & MAINTENANCE, INC. dba MARK DAVIS CONSTRUCTION	4006	R	\$ 1,196.00
	Vendor Total		\$ 1,196.00
ORLANDO UTILITIES COMMISSION-ACH	080922 ACH	R	\$ 11,351.57
	Vendor Total		\$ 11,351.57
PEGUSUS ENGINEERING	226208	A	\$ 5,399.31
	Vendor Total		\$ 5,399.31
PINEY BRANCH MOTORS INC - ACH	RI1173206 EFT	R	\$ 90.00
	Vendor Total		\$ 90.00
POOLSURE	101295634107	R	\$ 351.50
	10129534106	R	\$ 146.75
	101295634239	R	\$ 60.00
	101295634240	R	\$ 35.00
	Vendor Total		\$ 593.25
SERV US@, LLC	4195	R	\$ 1,150.00
	4239	R	\$ 564.33
	4241	R	\$ 507.90
	Vendor Total		\$ 2,222.23

Harmony

Community Development District

General Fund

Invoice Approval Report # 268**September 14, 2022**

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
SERVELLO & SONS INC	22459	R	\$ 280.00
	22669	R	\$ 320.02
	22486	R	\$ 697.73
	22273	R	\$ 487.60
	22504	R	\$ 688.03
	22505	R	\$ 1,089.16
	22506	A	\$ 226.18
	22507	A	\$ 455.28
	22500	R	\$ 452.66
	22460	R	\$ 1,338.00
	22472	R	\$ 1,340.15
	Vendor Total		<u>\$ 7,374.81</u>
TOHO WATER AUTHORITY - ACH	081822 ACH	R	\$ 17,951.07
		Vendor Total	<u>\$ 17,951.07</u>
US BANK	6567196	R	\$ 4,770.63
		Vendor Total	<u>\$ 4,770.63</u>
WASTE CONNECTIONS OF FL.	1405296W460 ACH	R	\$ 276.00
		Vendor Total	<u>\$ 276.00</u>
		Total Invoices	\$ 107,086.97

Section 4

Contractor's Report

Subsection 4A

Servello

Subsection 4i

Proposal #7122



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

Proposal

Date	Proposal #
08/30/2022	7122

Submitted To

Harmony CDD

210 North University Drive Suite 702
 Coral Springs, FL 33071

Project

Harmony CDD
 7360 Five Oaks Dr.
 Harmony, FL 34773

Scope

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

Arbor Services

Lift and thin all Hardwood trees throughout the community that are not under the current contract. Trees are located at park areas, in front of homes on sidewalk and curb areas within the community. Lifting will consist of trimming each tree up to 12ft to 14ft in height. Thinning will consist of removing sucker growth, dead wood and excessive branches to promote sunlight. All debris removal is included in quote. Please note price increase from \$22,400 to \$28,600 due to the tree size changing each year so it's more labor intensive and increases in labor and equipment.

Description	Quantity	Unit	Price
Lift and thin out trees throughout community.	1.00	Ea	28,600.00

Subtotal Arbor Services

28,600.00

Project Total

\$28,600.00

Harmony CDD

Proposal # 7122

Project Total

\$28,600.00

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: Scottie Feliciano

8/30/2022

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.**

Subsection 4Aii

Proposal #7185



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

Proposal

Date	Proposal #
09/20/2022	7185

Submitted To

Harmony CDD

Brett Perez
 210 North University Drive Suite 702
 Coral Springs, FL 33071

Project

Harmony CDD
 7360 Five Oaks Dr.
 Harmony, FL 34773

Scope

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

Arbor Services

Lifting and trimming of remaining trees located in the neighborhoods that are not under the current contract. Trees are located in front of homes between the sidewalk and curb. The neighborhoods are Dark Sky, Butterfly, Blazing Star and H1.

Description	Quantity	Unit	Price
Lifting and thinning of remaining trees	1.00	Ea	14,300.00
Fuel Surcharge	1.00	ea	357.50

Subtotal Arbor Services

14,657.50

Project Total

\$14,657.50

Harmony CDD

Proposal # 7185**Project Total**

\$14,657.50

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: Pedro Betancourt9/20/2022

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.**

Section 5

Staff Reports

Subsection 5A

Field Manager

SEPTEMBER 2022 FIELD INSPECTION

Harmony CDD

Monday, September 12, 2022

Prepared For Board Supervisors

62 Items Identified



Item 1 - West Entrance Median

Assigned To Servello

Fire crackers needs attention, looks burned.

In progress



Item 2 - West Entrance - Right Side

Assigned To Servello

Behind of the Harmony sign need to be mow, tall grass.

On schedule for Friday



Item 3 - West Entrance - Left Side

Assigned To Servello

Behind of the Harmony sign, need to be mow, tall grass and bushes need attention.

Completed



Item 4 - Dark Sky Dr (West Entrance)

Assigned To Inframark

Little section of fence are missing to pressure washing.



Item 5 - Buck Lake Playground

Assigned To Servello

The tree branches need to be trimmed up.

On schedule for the week of 9/19



Item 6 - Schoolhouse Rd - Pole Sign

Assigned To Inframark

Signs need to be cleaned up, have a green algae.



Item 7 - Buck Lakeshore Gazebo

Assigned To Inframark

Gazebo canopy cover need to soft washed, and pole painting.



Item 8 - Buck Lakeshore Playground

Assigned To Servello

The tree branches need to be trimmed up.

On schedule for the week of 9/19



Item 9 - Five Oaks Dr. West Entrance

Assigned To Servello

Bushes needs the hedges throughout the fence.

Completed



Item 10 - South Lake Pond (3326)

Assigned To Servello

Tall grass needs to be mowed throughout pond CDD property.

Completed



Item 11 - South Lake Pond (3352)

Assigned To Servello

Tall grass needs to be trimmed up throughout pond CDD property.

Completed



Item 12 - East Five Oaks Between Golf Course

Assigned To Servello

Sod burned, location between Golf Course and Five Oaks.

Will send proposal for new sod



Item 13 - East Five Oaks Dr.

Assigned To Servello

Tall grass throughout Pond located between Feathergrass Ct and Middlebrook Ln, needs to be mowed.

Completed



Item 14 - Town Square

Assigned To Inframark

Sidewalk need to be pressure washed.



Item 15 - Town Square Benches

Assigned To Inframark

The benches throughout Town Square need to be pressure washed.



Item 16 - Town Square Towers

Assigned To Inframark

Ornamental towers needs to be pressure washed throughout Town Square.



Item 17 - Town Square

Assigned To Servello

Weeds growing between pavers and need to be sprayed.

Will be sprayed by
end of week



Item 18 - Town Square Flags

Assigned To Inframark

Three flags needs to be replaced,
Florida State, USA and Harmony
CDD.



Item 19 - Town Square

Assigned To Servello

Empty Spot, located in the right side in front of the market.

Has been proposed
Proposal 5873



Item 20 - Town Square Center

Assigned To Inframark

Concrete panel needs to be pressure washed.



Item 21 - Town Square Sculpture

Assigned To Inframark

The sculpture needs to be replaced or repaired, have rust in the corners and the screws.



Item 22 - Swim Club

Assigned To Servello

The tree branches needs to be trimmed up, are touching the roof.

Scheduled for the week of 9/19



Item 23 - Swim Club

Assigned To Inframark

Sidewalk in front of the Swim Club
needs to be pressure washed.

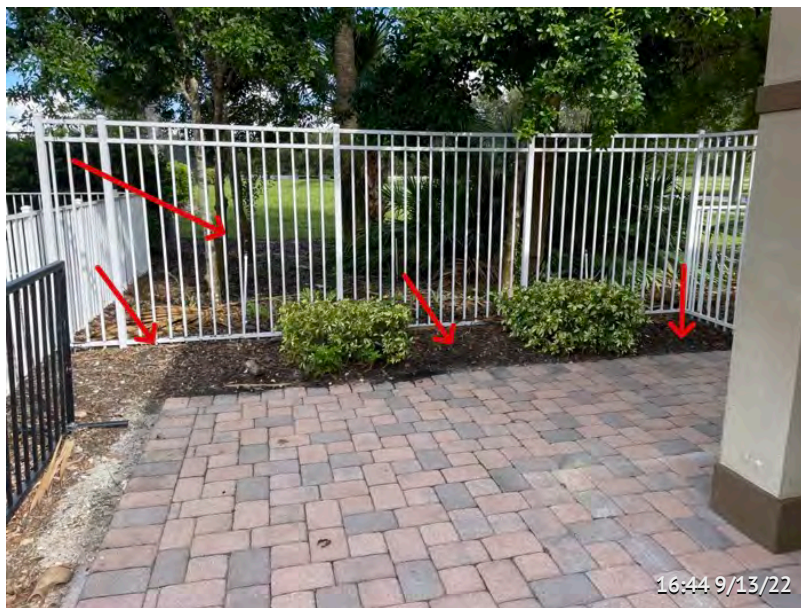


Item 24 - Swim Club

Assigned To Servello

Bushes needs attention.

Has been proposed
Proposal 6587



Item 25 - Swim Club

Assigned To Servello

Empty spots and behind the fence the bushes and the garden needs attention.

Has been proposed
Proposal 6365



Item 26 - Swim Club Kiddy Pool

Assigned To Servello And Inframark

Weeds growing between pavers and the pavers needs to be pressure washed.

Completed



Item 27 - Swim Club

Assigned To Servello

Garden needs new mulch and attention.

Has been proposed
Proposal 6365



Item 28 - Swim Club

Assigned To Servello

The tree branches needs to be trimmed up, are touching the pergola.

Scheduled for the week of 9/19



Item 29 - Swim Club

Assigned To Servello

Area needs new mulch.

Scheduled for the
week of 10/17

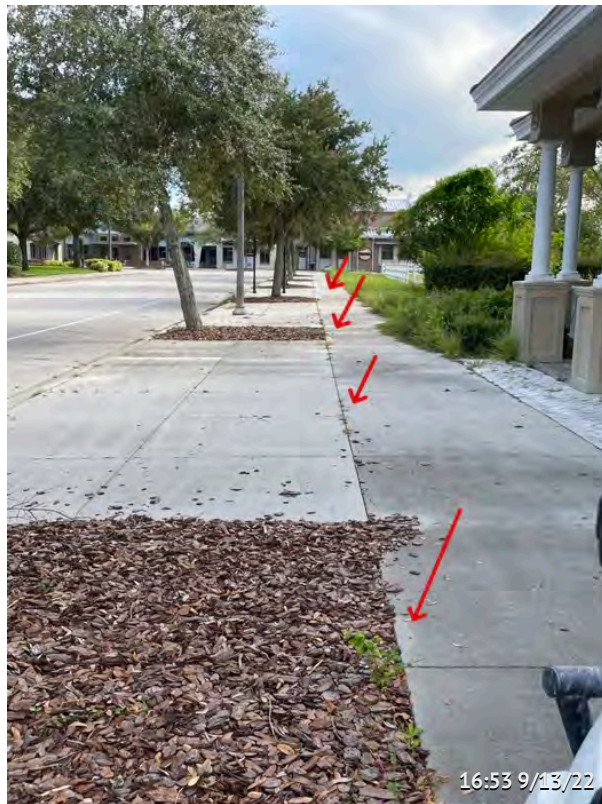


Item 30 - Swim Club

Assigned To Servello

The tree branches needs to be
trimmed up.

Scheduled for the
week of 9/19



Item 31 - Harmony Square West Dr.

Assigned To Servello

CDD property Sidewalk have weeds growing between the concrete panels, needs to be sprayed.

Will be sprayed



Item 32 - Ashley Pool

Assigned To Servello

Bushes growing between the fence.

Completed

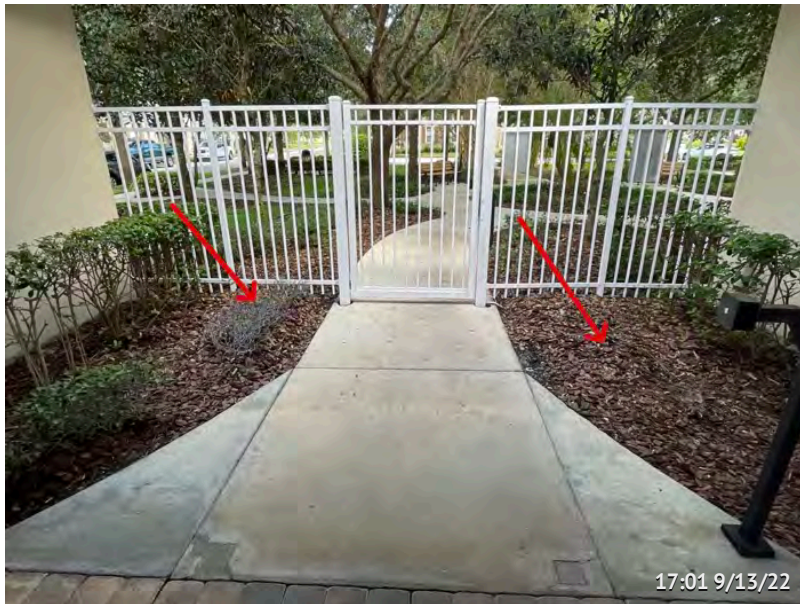


Item 33 - Ashley Pool

Assigned To Servello

The tree branches needs to be trimmed up.

Scheduled for the week of 9/19



Item 34 - Ashley Pool

Assigned To Servello

Dead plants and empty spots.

Has been proposed
Proposal 6611



Item 35 - Ashley Pool Men's Restroom

Assigned To Inframark

Wall dividing the toilet area need replacement.



Item 36 - Ashley Pool

Assigned To Servello

Empty spots.

Has been proposed
Proposal 6611



Item 37 - Ashley Pool

Assigned To Servello

The tree branch needs to be trimmed up.

Scheduled for the week of 9/19



Item 38 - Ashley Pool

Assigned To Servello

The tree branches needs to be trimmed up, are touching the pergola.

Scheduled for the week of 9/19



Item 39 - Clay Brick Rd. Fence

Assigned To Inframark

Fence again broken, three areas needs to be repaired.



Item 40 - Cat Brier Tr. Park

Assigned To Servello And Inframark

Weeds growing between pavers, needs to be sprayed. Pavers leveling and pressure washing.

Will be sprayed



Item 41 - Primrose Willow Park (Dog Park)

Assigned To Inframark

Bench, table and concrete square throughout Park needs pressure washing.



Item 42 - Dog Park

Assigned To Servello

Bushes needs to be trimmed up.

Dog park scheduled
for detail
9/30



Item 43 - Dog Park

Assigned To Servello

The tree branches needs to be trimmed up, are touching the Shed.

Dog park scheduled
See above



Item 44 - Dog Park Trail

Assigned To Servello

Tree needs to be trimmed up.

Dog park scheduled
See above



Item 45 - Dog Park Trail

Assigned To Servello

The tree branches needs to be trimmed up.

Dog park scheduled



Item 46 - Dog Park Trail

Assigned To Servello

Tall grass needs to be mowed.

Was taken before it
Was mowed



Item 47 - Dog Park Trail

Assigned To Servello

Tall grass needs to be mowed throughout including the ponds areas.

Completed



Item 48 - Dog Park Trail

Assigned To Servello

Dead tree branches needs to be picked up.

Completed



Item 49 - Buck Lakeshore Tower

Assigned To Inframark

Tower need to be painted.



Item 50 - Buck Lakeshore Wood Trails #1

Assigned To Inframark

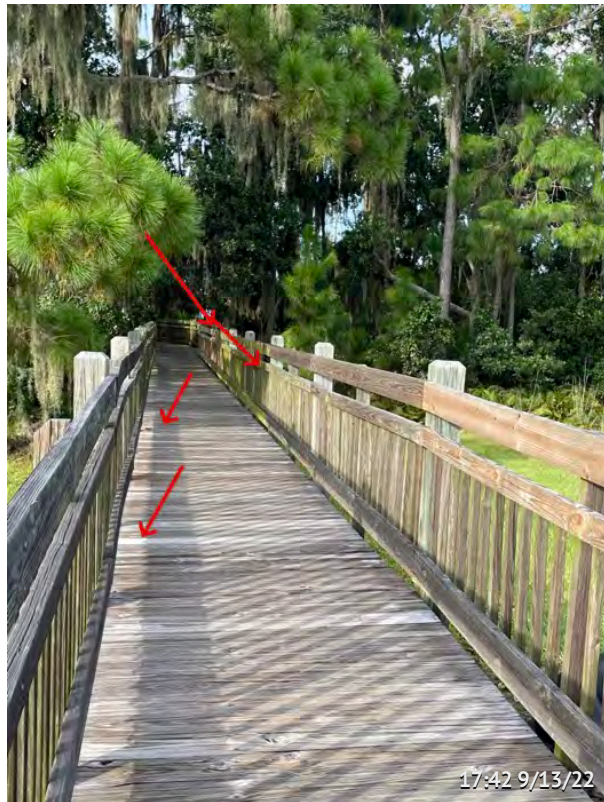
Wood trail have green algae, need pressure washing.



Item 51 - Buck Lakeshore Sidewalk

Assigned To Inframark

A sidewalk panel needs to be grind,
located in the second foot bridge.



Item 52 - Buck Lakeshore Wood Trails #2

Assigned To Inframark

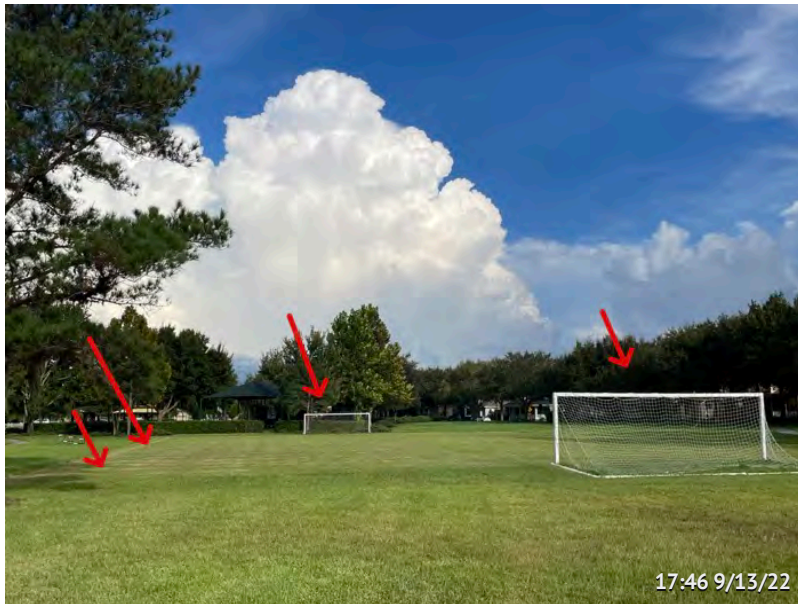
Wood Trail have green algae, needs
to be pressure washed.



Item 53 - Buck Lakeshore Benches

Assigned To Inframark

The benches and the sidewalk panels throughout Buck Lakeshore needs to be cleaned up with pressure washing.



Item 54 - Soccer Course

Assigned To Servello And Inframark

Lawn burned and the Net need adjustment with a new cord.

Will look into



Item 55 - Pond Pines Park

Assigned To Servello

Weeds growing between pavers.

Completed



Item 56 - Pond Pines Park

Assigned To Inframark

The sidewalk panels needs to be pressure washed.



Item 57 - West Entrance (US-192)
Left Side

Assigned To Servello

CDD property needs to be mowed
throughout the fence (US-192)

Completed



Item 58 - West Entrance (US-192)
Left Side

Assigned To Servello

Palmettos needs attentions, dried
leaves.

Palmetto cleaning in winter months

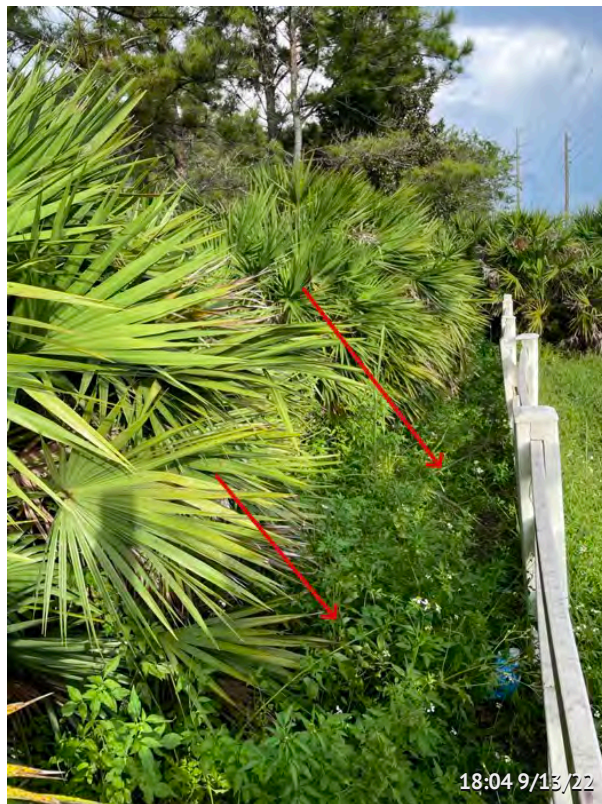


**Item 59 - West Entrance (US-192)
Right Side**

Assigned To Servello

CDD property need to be mowed, tall grass and Palmettos needs attention.

**Mowing completed
Palmetto for winter
Months**



**Item 60 - West Entrance (US-192)
Left Side**

Assigned To Servello

Tall grass behind the fence and need to be mowed and Palmettos needs attention.

Has been scheduled



Item 61 - East Entrance Tower

Assigned To Servello

Empty spots.

Will be proposed



Item 62 - East Entrance Tower

Assigned To Servello

Empty spot and plant in bad shape.

Will be proposed

Subsection 5B

Field Proposals

Subsection 5Bi

HVAC Proposals

Access Air LLC
 3370 Cat Brier Trail
 Harmony, FL 34773
 elfarnsworth@live.com

Estimate


ADDRESS

Harmony CDD
 210 N University Dr. STE 702
 Coral Springs, FL 33071

SHIP TO

Harmony CDD
 210 N University Dr. STE 702
 Coral Springs, FL 33071

ESTIMATE #	DATE	
1377	08/23/2022	

DESCRIPTION	ITEM	QTY	RATE	AMOUNT
EF1 - Supply and install replacement fan FKD10	S-Order	1	1,400.00	1,400.00
EF2 - Supply and install replacement fan FKD12	S-Order	1	1,800.00	1,800.00
EF3 - Supply and install replacement fan FKD10	S-Order	1	1,400.00	1,400.00
EF4 - Supply and install replacement fan FKD10	S-Order	1	1,400.00	1,400.00
EF5 - Supply and install replacement fan FKD8	S-Order	1	1,200.00	1,200.00

TOTAL

\$7,200.00

Accepted By

Accepted Date



QUOTE #5172132

SENT ON:

Aug 16, 2022

RECIPIENT:
Harmony CDD

 210 North University Drive
 Coral Springs, Florida 33071

SENDER:
Heavenly Cooling and Heating LLC

 1180 Creekview Court
 St. Cloud, Florida 34772

Phone: 4076020070

 Email: info@heavenlycoolingandheating.com

 Website: <https://heavenlycoolingandheating.com>

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Fan Motor Assembly	Fan Motor Assembly Model Z-10S/HTDA	5	\$700.00	\$3,500.00
Calendar Dial Time Switch	Intermatic T2005 Calendar Dial Time Switch	1	\$300.00	\$300.00
Labor and installation	Installation The installation will take approximately one day per system to complete, and will include 5 vents motor assembly and timer. Next steps On acceptance of your quote, we'll contact you to arrange a suitable time and date for the installation. Payment Terms After acceptance of order, we will invoice you for 50% of the quote. The remaining will be due on completion of the installation. Payment is accepted via cash, check or a major credit card. Financing options are available.	1	\$3,500.00	\$3,500.00

Total
\$7,300.00

This quote is valid for the next 30 days, after which values may be subject to change.

Signature: _____ **Date:** _____

Subsection 5Bii

Spies Proposal

- Commercial Swimming Pool Chemicals & Supplies
- Chlorine for Treatment of Drinking & Waste Water



- Parts, Repairs and Renovations
Lic # CP C043205
- Pool Heater Sales and Repair
Lic # 12152

HARMONY
7124 HARMONY SQ. DR.
ST. CLOUD, FLA. 34773

09/15/2022

ATTN: VINCENT

THIS QUOTE IS FOR THE INSTALLATION OF A NEW FEATURE PUMP ON THE SPLASH PAD. YOUR EXISTING PUMP IS AN GRISWOLD PUMP AND PARTS ARE NO LONGER MADE FOR YOUR PUMP MODEL. BASED ON THIS WE RECOMMEND INSTALLING A COMPLETE NEW PUMP.

SPIES WILL REMOVE THE EXISTING PUMP HOUSING, INSTALL 1 NEW 5 HP 3 PHASE GOULDS POWDER COATED PUMP AND CONNECT THE NEW PUMP TO EXISTING PIPING WITH NEW SCHEDULE 80 6" AND 4" PVC FITTINGS AS NEEDED. PRICE INCLUDES ALL LABOR FOR THE INSTALLATION.

\$8,992.00 PLUS TAX

PLEASE NOTE: NEW PUMP IS CURRENTLY IN STOCK LOCALLY WITH A 1 DAY LEAD TIME FOR IMPELLER TRIMMING. PRICE IS GOOD FOR 30 DAYS FROM DATE ON QUOTE.

ACCEPTED AND AGREED:

NAME _____
TITLE _____
DATE _____

REGARDS,

KEN SOUKUP
SERVICE MANAGER
SPIES POOL LLC
CP C043205

801 Sawdust Trail
Kissimmee, FL 34744



407-847-2771
Fax 407-847-8242

www.spiespool.com

Subsection 5Biii

4M&J Services #56



4M&J Services LLC

Harmony CDD

210 N University Dr, 702

Coral Springs, FL 33071

☎ (407) 361-3559

✉ vincent.morrell@inframark.com

ESTIMATE

#56

ESTIMATE DATE

Aug 18, 2022

TOTAL

\$867.93

CONTACT US

3539 Bristol Cove Ln

St. Cloud, FL 34772

☎ (407) 576-3788

✉ 4mandjservices@gmail.com

ESTIMATE

Services	qty	unit price	amount
Estimate	1.0	\$550.00	\$550.00
Estimate to repair electrical panel and GFCI outlet at dog park gazebo.			
Materials	qty	unit price	amount
100-Amp outdoor electrical panel	1.0	\$188.00	\$188.00
20-amp GFCI outlet	1.0	\$25.00	\$25.00
Weatherproof single gang box	1.0	\$9.00	\$9.00
weatherproof bubble cover	1.0	\$7.00	\$7.00
Photocell	2.0	\$23.99	\$47.98
20-amp single electrical breaker	4.0	\$6.50	\$26.00
20-amp double electrical breaker	1.0	\$14.95	\$14.95
Subtotal			\$867.93
Tax (Materials 7.5%)			\$23.84
Total			\$867.93

Subsection 5Biv

4M&J Services #57



4M&J Services LLC

Harmony CDD

210 N University Dr, 702
Coral Springs, FL 33071

☎ (407) 361-3559

✉ vincent.morrell@inframark.com

ESTIMATE

#57

ESTIMATE DATE

Aug 18, 2022

TOTAL

\$822.49

CONTACT US

3539 Bristol Cove Ln
St. Cloud, FL 34772

☎ (407) 576-3788

✉ 4mandjservices@gmail.com

ESTIMATE

Services	qty	unit price	amount
Estimate	1.0	\$550.00	\$550.00
Estimate to repair electrical panel and GFCI outlet at Buck Lane Park.			
Materials	qty	unit price	amount
100-Amp outdoor electrical panel	1.0	\$188.00	\$188.00
20-Amp GFCI outlet	1.0	\$25.00	\$25.00
weatherproof single gang box	1.0	\$9.00	\$9.00
weatherproof bubble cover	1.0	\$7.00	\$7.00
photocell	1.0	\$23.99	\$23.99
20-amp single electrical breaker	3.0	\$6.50	\$19.50

Subtotal **\$822.49**

Tax (Materials 7.5%) **\$20.44**

Total **\$822.49**

Subsection 5Bv

**JL Electrical
#20221070**

**JL ELECTRICAL SERVICE CONTRACTOR
CORP.**
1426 SIMPSON RD.
SUITE #74
KISSIMMEE, FL 34744 US
info@jlelectricalco.com

Estimate



ADDRESS
Harmony CDD 210 N University Dr. STE. #702 Coral Spring, FL 33071

ESTIMATE #	DATE	EXPIRATION DATE
20221070	08/08/2022	09/30/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/08/2022	Services	This Quote is intended for Vincent Morrell from Harmony CDD. To do work at 3340 Cat Brier Trial, Harmony, Florida 34773. To remove and install a (1) new 100 amps 8 space outdoor electrical panel. (2) weather resistant receptacle with a in use cover, (1) surge Suppressor, (4) 20 amps 1 pole brakers, and 1 30 amps 2 pole breaker. Any deviation from this agreed will be consider a change order and it is not included on this quote. In the event of a default, Harmony CDD agrees to liability for cost of collection, including attorney's fees. Payment in full \$3,349.00 must be paid to JL ELECTRICAL SERVICE CONTRACTOR CORP. Finance Charge of 2 % per month (18% per annum) will be charged on all invoices not paid within 30 days.	1	2,649.00	2,649.00

Dog Park
3340 Cat Brier Trial
Saint Cloud FL 34773

TOTAL

\$2,649.00

Accepted By

Accepted Date

Subsection 5Bvi

**JL Electrical
#20221071**

**JL ELECTRICAL SERVICE CONTRACTOR
CORP.**
1426 SIMPSON RD.
SUITE #74
KISSIMMEE, FL 34744 US
info@jlelectricalco.com

Estimate



ADDRESS

Harmony CDD
210 N University Dr. STE. #702
Coral Spring, FL 33071

ESTIMATE #	DATE	EXPIRATION DATE
20221071	08/08/2022	09/30/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/08/2022	Services	This Quote is intended for Vincent Morrell at Harmony CDD. To do work at 6917 BearGrass Rd. Harmony FL, 34773 To Remove and install a (1) new outdoor 100 amps 8 space electrical panel. Also, install a new (1) weather resistant GFCI with an in use cover, (2) breakers 20 1 pole. Any deviation from this agreed will be consider a change order and it is not included on this quote. In the event of a default, Harmony CDD to liability for cost of collection, including attorney's fees. Payment in full \$3,349.00 must be paid to JL ELECTRICAL SERVICE CONTRACTOR CORP. Finance Charge of 2 % per month (18% per annum) will be charged on all invoices not paid within 30 days.	1	1,865.00	1,865.00

Bug Lane Park
6917 BearGrass Rd.
Harmony FL, 34773

TOTAL

\$1,865.00

Accepted By

Accepted Date

Subsection 5E

District Manager

Subsection 5Eia

Cost Analysis

Cost Analyst RV/Lot

	Comments	Quantity	Estimated Cost
Fencing	Site Prep to Fence Install		\$ 95,805.55
	15 gal. drought		
Landscape	resistant plant material	59	\$ 8,555.00
Irrigation	Not Required		\$ -
Road Improvements	Per specs		\$ 238,334.00
	Kennedy Concrete		
Marking Spaces	Parking Stops	300	\$ 19,500.00
Electrical	Estimate Only		\$ 10,000.00
	Based on Vista Lakes		
Lighting	Solar Lights	8	\$ 36,000.00
	Based on Harbour Isle		
Cameras	Camera Install	9	\$ 10,530.00
Recurring Cost/Maint	Estimate Only	Annually	\$ 4,000.00
Total Estimated Costs			\$ 422,724.55

5-Year RV Lot Revenue **Approx. \$100K**

Section 6

New Business Matters

Subsection 6A

Audit Engagement Letter



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

September 12, 2022

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

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Harmony Community Development District, (the "District"), which comprise governmental activities and each major fund as of and for the year ended September 30, 2022, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2022.

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

The Responsibilities of the Auditor

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

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

Fort Pierce / Stuart

Member AICPA

Member AICPA Division for CPA Firms
Private Companies practice Section

Member FICPA



Harmony Community Development District
September 12, 2022
Page 2

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

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

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

Harmony Community Development District
September 12, 2022
Page 3

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

Management is responsible for:

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

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

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

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



Harmony Community Development District
 September 12, 2022
 Page 4

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

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

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

Reporting

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

Records and Assistance

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

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

Other Relevant Information

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

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



Harmony Community Development District
September 12, 2022
Page 5

Fees, Costs and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2022 will not exceed \$4,400, unless the scope of the engagement is changed, the assistance which of Harmony Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

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

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

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



Harmony Community Development District
 September 12, 2022
 Page 6

Information Security – Miscellaneous Terms

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

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

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

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

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this engagement letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this engagement letter. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.



Harmony Community Development District
September 12, 2022
Page 7

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

Sincerely,

*Berger Toombs Elam
Gaines & Frank*

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

Confirmed on behalf of the addressee:



Judson B. Baggett
MBA, CPA, CVA, Partner
Marci Reutimann
CPA, Partner

6815 Dairy Road
Zephyrhills, FL 33542
(813) 788-2155
(813) 782-8606

Report on the Firm's System of Quality Control

To the Partners

October 30, 2019

Berger, Toombs, Elam, Gaines & Frank, CPAs, PL

and the Peer Review Committee of the Florida Institute of Certified Public Accountants

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

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

Firm's Responsibility

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

Peer Reviewer's Responsibility

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

Required Selections and Considerations

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

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

Opinion

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

Baggett, Reutimann & Associates, CPAs, PA
BAGGETT, REUTIMANN & ASSOCIATES, CPAs, PA
Signed Electronically by Judson B. Baggett, CPA, CVA, Partner, AICPA No. 123456789, and Marci Reutimann, CPA, Partner, AICPA No. 987654321

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,
ELAM, GAINES AND FRANK AND HARMONY COMMUNITY
DEVELOPMENT DISTRICT
(DATED SEPTEMBER 12, 2022)**

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

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

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

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

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

E-VERIFY REQUIREMENTS. Auditor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Auditor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Auditor has knowingly violated Section 448.091, Florida Statutes.

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

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

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

Auditor: J.W. Gaines

District: Harmony CDD

By: _____



By: _____

Title: Director

Title: _____

Date: September 12, 2022

Date: _____

Subsection 6B

Pegasus Proposal



September 9, 2022

MSC-22055

Ms. Angel Montagna
Regional Manager
Inframark Infrastructure Management Services
313 Campus Street
Celebration, Florida 34747

**Re: Harmony Community Development District
Fiscal Year 2022/2023 District Engineer Services**

Dear Angel:

The purpose of this proposal is to respectfully request authorization to provide professional engineering services associated with the above referenced community. Specifically, to perform the following services during Fiscal Year 2022/2023 (from October 1, 2022 through September 30, 2023) for the Harmony Community Development District (CDD):

1. Prepare for and attend the monthly Harmony Community Development District (CDD) Board of Supervisors meetings. More specifically, attend the CDD meetings on the last Thursday of every month.
2. Prepare for and conduct field reviews with the CDD Board Members and/or Inframark Management Services to investigate known problem areas and/or evaluate potential areas in need of repairs.
3. Review permitted construction plans and drainage calculations to evaluate future requested CDD property modifications.
4. Update the CDD Ownership and Maintenance Map, the Stormwater Infrastructure Exhibit, the Landscape Maintenance Exhibit, or the Sidewalk Exhibits, as needed.
5. Assist the CDD Board Members and/or Inframark with current and future projects (e.g., Garden Road improvements, Neighborhood C-1 and C-2 alleyways, The Estates drainage improvements, RV and Boat Storage Area, etc.).

Ms. Angel Montagna

September 9, 2022

Page 2

6. Coordinate with subconsultants (e.g., surveyors, geotechnical engineers, and wetland scientists) to provide services requested by the CDD (e.g., CCTV pipe inspections, perform specific-purpose survey services, utility locates, preparation of easement documents, subsurface investigations, pavement cores, etc.).
7. Prepare conceptual plans and cost estimates to solicit / request bids from qualified general contractors.

The above-described services will be performed for an hourly not-to-exceed fee amount of **\$60,000** (refer to the attached Hourly Rate Sheet). Requested subconsultant services, incurred in connection with the above-described work, will be invoiced separately from the labor costs. In case the requested services exceed the anticipated contract amount, Pegasus Engineering will request additional funding, as necessary, to successfully address the requested engineering tasks.

We sincerely appreciate the opportunity to continue service as the Harmony CDD District Engineer. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Respectfully,

PEGASUS ENGINEERING, LLC



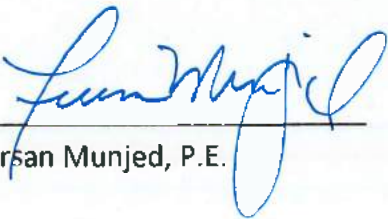
David W. Hamstra, P.E., CFM
Stormwater Department Manager

cc: Michael Eckert, District Counsel

Ms. Angel Montagna
 September 9, 2022
 Page 3

**Harmony Community Development District
 Fiscal Year 2022/2023 District Engineer Services**

Approved for Pegasus Engineering, LLC

 _____ Fursan Munjed, P.E.	Principal _____ Officer's Title	September 9, 2022 _____ Date
---	---------------------------------------	------------------------------------

This Proposal is hereby accepted and authorization to proceed is hereby given.
 (Please return one executed copy of this proposal for our Pegasus Engineering records).

_____ Authorized Signature	_____ Officer's Title	_____ Date
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Attachment “A”

Hourly Rate Sheet



FISCAL YEAR 2022/2023 HOURLY RATE SCHEDULE

Senior Project Manager		\$195.00 / Hour
Project Manager		\$190.00 / Hour
Senior Project Engineer		\$180.00 / Hour
Project Engineer		\$150.00 / Hour
Senior Designer		\$100.00 / Hour
Senior CADD / GIS Technician		\$100.00 / Hour
Designer		\$90.00 / Hour
Word Processor / Clerical		\$80.00 / Hour
Mileage		0.56¢ / mile
Copies and Prints (In-House)		
Black and White Copies		
	8.5 x 11	\$0.10 / page
	11 x 17	\$0.15 / page
Color Copies		
	8.5 x 11	\$1.00 / page
	11 x 17	\$1.50 / page
Plots (In-House)		
	All Color Plots	\$5.00 / SF
	All B&W Sizes	\$0.15 / SF
Overnight Delivery		Actual Cost
Courier Services		Actual Cost
Postage		Actual Cost
Government Permits		Actual Cost

Subsection 6C

Donation of Royal Poinciana Tree

Royal Poinciana

Summer in Florida means different things to everyone. While some think only of the stifling heat, other people see themselves relaxing in paradise, perhaps in a hammock swaying gently beneath a gorgeously blooming shade tree. For those in South Florida, royal poinciana (*Delonix regia*) is probably the tree they're imagining.

Also called flamboyant or flame tree, royal poinciana provides dappled shade in summer, with wide, spreading branches and brilliantly-colored flowers. Many people consider this to be one of the most beautiful trees in the world.

Characteristics

Native to Madagascar, royal poinciana trees are known for their showy flowers. The botanical name is derived from the Greek words *delos* (meaning conspicuous) and *onyx* (meaning claw), referring to their appearance. With four spoon-shaped petals about 3 inches long, and one slightly larger petal (called the standard), they resemble orchids, and range in color from deep red to bright orange. Yellow-flowering cultivars also exist. These lovely flowers first appear in clusters between May and July, and can stay on the tree for a month or more.

A mature tree can resemble an umbrella, with a wider canopy than it is tall. The delicate, fern-like leaflets provide light shade and the perfect backdrop for the flowers to shine against. The bark is smooth and gray. Royal poinciana is deciduous, providing your landscape with cooling shade during the hottest parts of the year and warming sunshine in the winter. While it's not sturdy in storms, judicious pruning can help prevent breakage, and the tree will often recover quickly after losing limbs.



Royal poinciana (*Delonix regia*) tree in full bloom, Miami. Photo by Scott Zona
(<https://www.flickr.com/photos/scottzona/2574965453/>).

Planting and Care

This tree prefers frost-free areas, generally USDA hardiness zones 9b–11. Royal poinciana will grow in a variety of soil conditions and once established, is highly tolerant of both drought and salt. There are no major pest or disease problems. For the best flowers, plant your tree in an area that receives full sun.

Many find that royal poinciana is best for larger landscapes. Your tree could reach a mature height of 40 feet—with a canopy 40 to 60 feet wide. And because it has large surface roots, be sure to plant your poinciana at least 10 feet from pavement, sidewalks, and buildings. Be aware that grass will grow poorly beneath your tree.

Royal poinciana does require a level of maintenance that makes it less desirable to some homeowners. While adored for the beautiful flowers, the large "bean-pod" fruits that follow can become a nuisance. These 2 inch by 18 inch fruits persist through winter and drop off in the spring, becoming annoying landscape litter for some gardeners.

Beyond picking up fallen pods, pruning is necessary to create a strong tree structure. Royal poinciana branches are susceptible to breakage, particularly in high winds. Prune your tree early to encourage the development of branches that are well-attached to the trunk. Prune any major limbs that are half the diameter of the trunk. The best time of year is right before the spring regrowth starts, usually late March into April. Additionally, you should train your tree so that the major limbs are all 8 to 12 feet from the ground. This clearance below the canopy allows you to enjoy the shade while still keeping the tree strong. And take care while doing yard work; like most trees, the lower trunk of your royal poinciana can be damaged by line trimmers.

A newly planted royal poinciana will likely take five years to bloom, although there are reports of some trees taking twelve years or more. To avoid waiting for blooms, you can purchase a tree that's already flowering. Sometimes only portions of the tree will produce flowers, but these events usually only occur once every five years or so. The rest of the time you should be able to enjoy your royal poinciana blooming during the summer in South Florida.

Royal poinciana truly is a gorgeous tropical tree. Even if there isn't room in your own landscape, keep an eye out for this blooming beauty in South Florida.

UF/IFAS Sites

UF/IFAS Assessment: *Delonix regia* (<http://assessment.ifas.ufl.edu/assessments/delonix-regia/>)

UF/IFAS Publications

Delonix regia, Royal Poinciana (<https://edis.ifas.ufl.edu/st228>)



Flower of the royal poinciana tree (*Delonix regia*).

©Gitta Hasing, University of Florida.

Subsection 6D

Removal of Concrete Pads



Work Order

Inframark
313 Campus Street, Celebration, FL 34747
Phone: 407-566-1935

Date 09/20/2022
Work order # WOH09202022
Customer ID Harmony CDD

Proposal For
Harmony CDD

Quotation valid until: 10/31/2022
Prepared by: Brett Perez

Quantity	Description	Unit Price	Taxable?	Amount
9	Removal and disposal of 9 panels located around the oak tree in ally park between Primrose Willow and School House Rd. Saw cut the lead walk panel and install pine nugget mulch.	\$120.00	No	\$ 1080.00

Full payment due within 30 days of finalizing project.

If you have any questions concerning this quotation, please contact Freddy Blanco
Freddy.Blanco@inframark.com 407-947-2489

Subtotal \$ 1080.00

Tax Rate 0.00%

Sales Tax \$ -

Other

Thank you for your business!

TOTAL \$1080.00















Subsection 6G

Tri-Party Succession Agreement

TRI-PARTY SUCCESSION AGREEMENT

This Tri-Party Succession Agreement is dated as of October 23, 2022, among Harmony Community Development District (“the District”), U.S. Bank National Association, as Trustee (“USB”), and U.S. Bank Trust Company, National Association (“Trust Company”). Reference is made to the Master Trust Indentures between District and USB as successor Trustee to First Union National Bank (collectively, “the Indentures”) and the related to the bond issues identified on Attachment A. Capitalized terms used herein and not defined are used as defined in the Master Indentures. The parties agree as follows:

A. USB has notified the District that USB, has transferred (by contribution) substantially all its corporate trust business to Trust Company (USB’s direct wholly owned subsidiary) and desires to transfer its administration of the Indentures from USB to Trust Company such that Trust Company shall be the successor in interest to USB, as Trustee under the Indentures. Trust Company hereby represents and certifies to the District that it is a national banking association organized under the laws of the United States of America. Trust Company is qualified to do and does business in one or more states of the United States of America and has an officially reported combined capital, surplus, undivided profits and reserves aggregating at least \$100,000,000.

B. USB hereby resigns as Trustee under the Indentures, and the District hereby accepts such resignation and appoints Trust Company as the successor Trustee under the Indentures. Trust Company hereby accepts such appointment as successor Trustee under the Indentures, and the parties hereby agree that Trust Company is hereby fully vested with all the rights, immunities, indemnities, powers, trusts, duties and obligations of USB, its predecessor; and USB hereby transfers to Trust Company all such rights, powers and trusts and is contemporaneously herewith delivering all its records relating to the Indentures to Trust Company. USB hereby acknowledges its obligation under Section 611 of the Indentures to mail notice of its resignation to the Secretary of the District, Bond Owner, the Paying Agent, Bond Registrar, any Credit Facility issuer, and any Liquidity Facility issuer.

~~C. The District hereby certifies to Trust Company that no Event of Default or event which, with the giving of notice or the passage of time or both, would become an Event of Default, has occurred and is continuing under the Indentures.~~

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed, effective as of the day and year first above written.

HARMONY COMMUNITY DEVELOPMENT
DISTRICT
as the District

By: _____
Name:
Title:

Signatures Continued on Next Page

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____

Name: Leanne M. Duffy

Title: Vice President

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Successor Trustee

By: _____

Name: Leanne M. Duffy

Title: Vice President

Attachment A

Fifth Supplemental Trust Indenture dated June 1, 2014, supplementing the Master Trust Master Indenture dated as of December 1, 2000, relating to \$13,945,000 Harmony Community Development District Capital Improvement Revenue Refunding Bond, Series 2014

Sixth Supplemental Trust Indenture dated April 1, 2015, supplementing the Master Trust Master Indenture dated as of December 1, 2000, relating to \$13,530,000 Harmony Community Development District Capital Improvement Revenue Refunding Bond, Series 2015

Section 7

Old Business

Subsection 7A

Informational Signs

INFORMATIONAL SIGNS TO BE UPDATED

West Entrance to Round about at Five Oaks and Schoolhouse



First sign as you enter Harmony at West Entrance

WELCOME sign? Notices about meetings?

Second Sign – near golf cart sign

Information about golf cart use?





From west entrance at roundabout:

Directions to:

Community School

Lakefront/Recreation Areas/Docks

Golf Course

Harmony Town Square

Leaving Catbrier/Five Oaks Roundabout, in front of Ashley Park





On Five Oaks as you approach the old Welcome Center from the west.

Leaving Harmony at East Entrance





Entering Harmony at East Entrance

On Town Square facing entry road, Harmony Square Drive





At driveway entrance to Golf Course parking lot. At end of Harmony Square Drive, West



At Schoolhouse/Cat Brier Roundabout

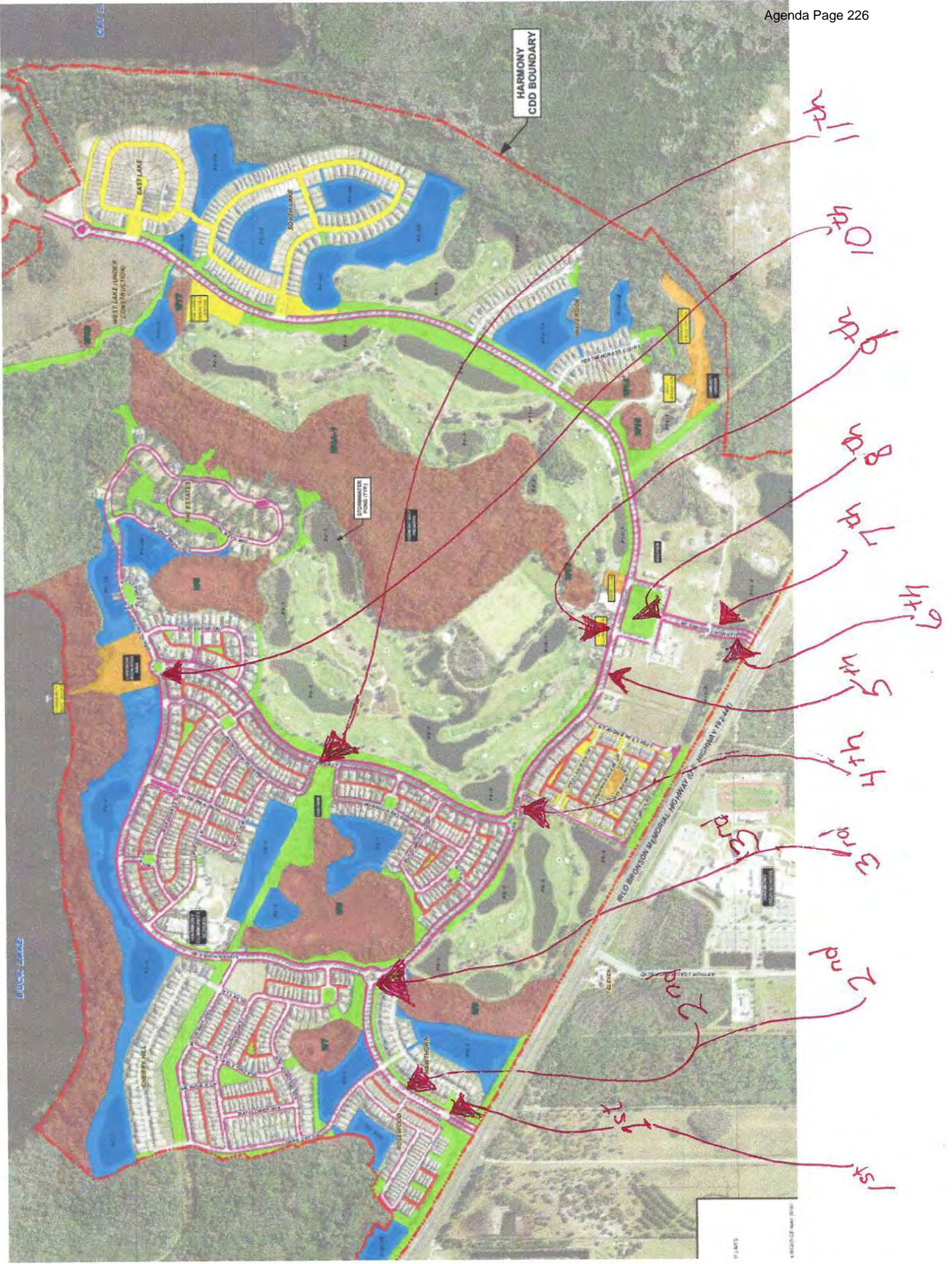


On Cat Brier in front of Dog Park



Subsection 7Ai

Supervisor Kramer Suggestions



INFORMATIONAL SIGNS TO BE UPDATED

West Entrance to Round about at Five Oaks and Schoolhouse



First sign as you enter Harmony at West Entrance

WELCOME sign? Notices about meetings?

Changeable hanging signs
HROA
HOA's
CDD

Second Sign – near golf cart sign

Information about golf cart use?





From west entrance at roundabout:

3rd

Directions to:

Community School

Lakefront/Recreation Areas/Docks

Golf Course

Harmony Town Square

/Swim Club

Leaving Catbrier/Five Oaks Roundabout, in front of Ashley Park

4th

Golf Course ↑
 Town Center ↑
 The Lakes ↑
 Swim Club ↑
 Ashley Park Pool →
 East Entrance ↑





On Five Oaks as you approach the old Welcome Center from the west.

5th

Golf Course ←
Town Center/ →
East Entrance
Community Garden ↗

Leaving Harmony at East Entrance

Add hanging
sign w/ interchangeable
message - Mtg
announcements
CDD
HROA
HOAs

6th





Entering Harmony at East Entrance

7th

The Lakes ↑
 Community Garden ↑
 Swim Club ←
 East Dog Park ↑

On Town Square facing entry road, Harmony Square Drive

Community Garden →
 The Lakes →
 Golf Course ↑
 Lakefront ←





At driveway entrance to Golf Course parking lot. At end of Harmony Square Drive, West

9th -
Golf Course ↑
Community Garden →
The Lakes →

10th
Lake front ←
Estates ↑
Town Center →



At Schoolhouse/Cat Brier Roundabout



On Cat Brier in front of Dog Park

11th

Main Dog Park →
Golf Course ↑

?

Subsection 7Aii

Supervisor Kassel Suggestions

INFORMATIONAL SIGNS SUGGESTIONS

My suggestions are to include directions to the below places on the signs that face in those directions.

- Lakeshore Park
- Harmony Community School
- Dog Parks
- Long Park
- Town Square
- Community Garden

Kind regards,
Kerul