

**HARMONY  
COMMUNITY DEVELOPMENT DISTRICT**

**NOVEMBER 17, 2022  
AGENDA PACKAGE**

**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, Supervisor  
Dane Short, Supervisor

## Staff:

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

## Meeting Agenda

Thursday, November 17, 2022 - 6:00 pm

- 
1. **Call to Order and Roll Call**
  2. **Audience Comments** (*Limited to a Maximum of 3 Minutes*)
  3. **Contractor Reports**
    - A. Servello
      - i. Plant Renderings for Ashley Pool .....Page 5
      - ii. Servello #7312, Sod at 3308 Cat Brier .....Page 8
      - iii. Servello #7313, Sod for Clay Brick Road .....Page 11
      - iv. Servello #7311, Irrigation Maintenance on Zone 14 .....Page 14
  4. **Staff Reports**
    - A. Field Manager Report .....Page 18
    - B. Proposals
      - i. Global Turf #16747, Hauler .....Page 53
      - ii. Global Turf, #16746, Haulers .....Page 55
      - iii. Advantage Golf Cars Inc #85569 .....Page 57
      - iv. Advantage Golf Cars Inc. #85568 .....Page 59
      - v. WescoTurf #14439, Hauler .....Page 61
    - C. District Engineer Report
      - i. Estates Drainage
    - D. District Counsel Report
      - i. Memo to District Regarding Surplus Property .....Page 65
      - ii. Meeting Videos on a Third-Party Website
      - iii. ROW Mowing Responsibility .....Page 91
      - iv. Use of Private Emails .....Page 85
    - E. District Manager Report .....Page 88
      - i. RV Lot Closure .....Page 86
      - ii. Discussion of Deed Of Dedication
  5. **Consent Agenda**
    - A. Minutes for October 27, 2022, Regular Meeting .....Page 91
    - B. October 2022 Financial Statements .....Page 147
    - C. October 2022 General Ledger Detail .....Page 162
    - D. #270 Invoices and Check Register (*Invoices Available Upon Request*) .....Page 169
  6. **New Business Matters**
  7. **Old Business**
    - A. Informational Signs .....Page 173
    - B. Discussion of Donation of Royal Poinciana Tree (*Nancy Snyder*) .....Page 194
    - C. Proposal for Removal of Concrete Pads Around Oak Tree (*Pocket Park in Primrose Willow-Beargrass-Schoolhouse Alley Triangle*) .....Page 1975
  8. **Supervisors' Requests**
  9. **Adjournment**

*The next meeting is scheduled for Thursday, December 15, 2022*

## District Office:

313 Campus Street  
Celebration FL 34747  
407-566-1935  
[www.harmonycdd.org](http://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**

## **Contractor's Reports**

# **Subsection 3A**

## **Servello**



# **Subsection 3Ai**

## **Plant Renderings for Ashley Pool**









# **Subsection 3Aii**

**Servello  
#7312**



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

# Proposal

Date	Proposal #
11/08/2022	7312

## 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.*

## Sod

Install new sod in front of residence at 3308 Cat Brier.

Description	Quantity	Unit	Price
St Augustine Floratam Strip & Lay	800.00	1sF	1,488.00
Irrigation NTE	1.00	ea	151.20
Fuel Surcharge	1.00	ea	40.98

## Subtotal Sod

1,680.18

## Project Total

\$1,680.18

**Proposal # 7312**

**Project Total**

\$1,680.18

**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: <u>Scottie Feliciano</u>	<u>11/8/2022</u>	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 3Aiii**

**Servello  
#7313**



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

# Proposal

Date	Proposal #
11/08/2022	7313

## 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.*

## Sod

Install new sod along Clay Brick area.

Description	Quantity	Unit	Price
St Augustine Floratam Strip & Lay	3,600.00	1sF	6,336.00
Irrigation NTE	1.00	ea	950.00
Fuel Surcharge	1.00	ea	182.15

## Subtotal Sod

7,468.15

## Project Total

\$7,468.15



**Proposal # 7313**

**Project Total**

\$7,468.15

**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: <u>Scottie Feliciano</u>	<u>11/8/2022</u>	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 3Aiv**

**Servello  
#7311**



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

# Proposal

Date	Proposal #
11/08/2022	7311

## 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.*

## Irrigation Maintenance

Location: Clock 2

Track and locate valve for zone 14 and install node for watering of new sod at Clay Brick area.

Description	Quantity	Unit	Price
Irrigation NTE to track and locate for installation of node	1.00	ea	722.00

<b>Subtotal Irrigation Maintenance</b>	722.00
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<b>Project Total</b>	\$722.00
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**Proposal # 7311**

**Project Total**

\$722.00

**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

11/8/2022

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 4**

## **Staff Reports**

# **Subsection 4A**

## **Field Manager's Report**

# **NOVEMBER 2022 FIELD INSPECTION**

**Harmony CDD**

**Friday, November 4, 2022**

**Prepared For Board Supervisors**

**56 Items Identified**



### Item 1 - West Entrance Median

Assigned To Servello

The Fire Crackers are burned and need attention.



### Item 2 - West Entrance Median

Assigned To Servello

Tall grass that needs to be mowed





### Item 3 - West Entrance Median

Assigned To Servello

The Palm tree looks dried and need attention.



### Item 4 - West Entrance Median

Assigned To Servello

Weeds growing between mulched area.



### Item 5 - West Entrance Sign / Right Side

Assigned To Servello

Tallest grass behind the Harmony sign, need attention asap.



### Item 6 - West Entrance / Right Side

Assigned To Servello

Throughout the west entrance trees, have weeds growing between mulched areas and sidewalk panels, needs attention.





### Item 7 - West Entrance Sign / Left Side

Assigned To Servello

Bushes are on the way to be burned, needs attention.



### Item 8 - West Entrance Sign / Left Side

Assigned To Servello

Tallest weeds growing between the mulched areas and Fire ants mounds behind the Harmony Sign, left side.



### Item 9 - US-192 Left Side Fence

Assigned To Servello

Tallest weeds that need to be mowed asap between the fence.



### Item 10 - US-192 Median

Assigned To Servello

The median need attention.





### Item 11 - US-192 Right Side Fence

Assigned To Servello

Palmettos need attention; Leaves are burned.



### Item 12 - US-192 Right Side Fence

Assigned To Servello

Tallest weeds are growing between the fence.



### Item 13 - US-192 Right Side Fence

Assigned To Servello

Palmetto's needs attention.



### Item 14 - East Entrance Median

Assigned To Servello

Empty spots.





### Item 15 - East Entrance Median

Assigned To Servello

Flowers are dying and weeds growing between the concrete curve.



### Item 16 - East Entrance Median

Assigned To Servello

Empty spot.



### Item 17 - East Entrance Median

Assigned To Servello

Plants needs attention.



### Item 18 - Garden Rod Entrance

Assigned To Servello

Bushes needs attention.





**Item 19 - Tunnel Bridge /  
Townhomes**

Assigned To Servello

Plants needs attention.



**Item 20 - Cat Brier Tr. Park**

Assigned To Servello

The grass are burned.



### Item 21 - Butterfly Dr.

Assigned To Servello

The tree needs to be trimmed up.



### Item 22 - Schoolhouse Rd.

Assigned To Servello

Bushes needs attention.





**Item 23 - Schoolhouse Rd**  
Assigned To Servello  
The bushes needs attention.



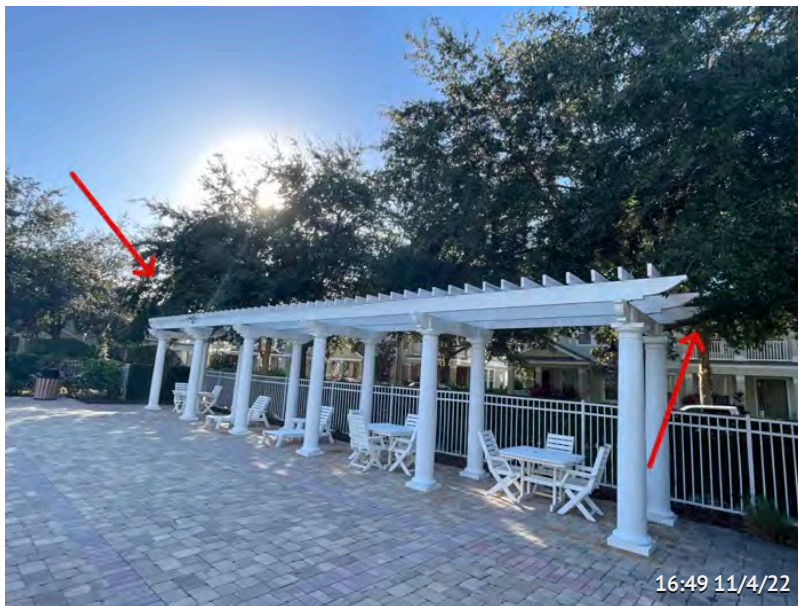
**Item 24 - Ashley Pool**  
Assigned To Servello  
Empty spots and dead plant.



### Item 25 - Ashley Pool

Assigned To Servello

Empty spot.



### Item 26 - Ashley Pool

Assigned To Servello

The trees branches needs to be trimmed up, is touching the Pergola.





### Item 27 - Ashley Pool

Assigned To Servello

The tree branches needs to be trimmed up. Is touching the canopy screen.



### Item 28 - Ashley Pool

Assigned To Servello

The tree branches needs to be trimmed up, is touching the roof.



### Item 29 - Swim Club

Assigned To Inframark

Fence need to be painted.



### Item 30 - Swim Club

Assigned To Servello

The tree branches needs to be trimmed up, is touching the pergola.

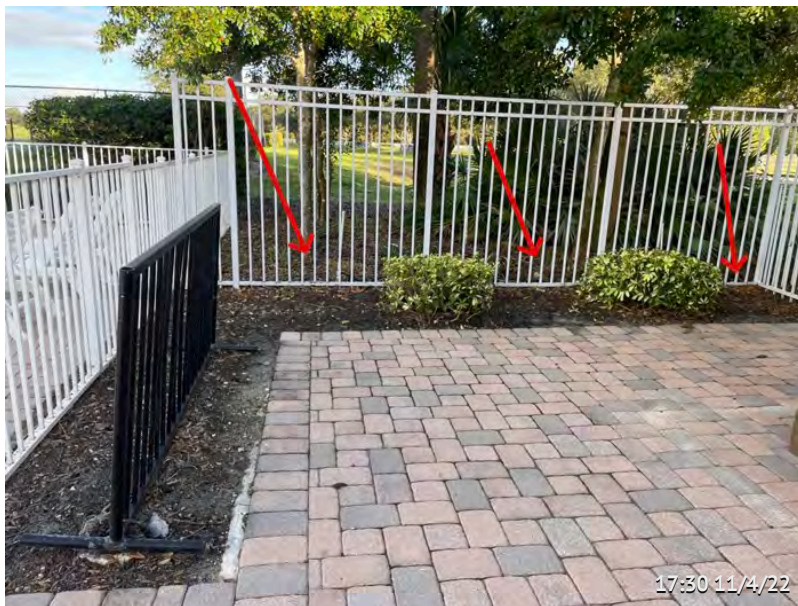




### Item 31 - Swim Club

Assigned To Servello

The tree branches need to be trimmed up, the leaf are flying to the pool water.



### Item 32 - Swim Club

Assigned To Servello

Empty spots.



**Item 33 - Buck Lakeshore /  
Splashpad**

Assigned To Servello

Garden needs attention.



**Item 34 - Buck lakeshore Pavillion**

Assigned To Servello

The tree branches needs to be  
trimmed up.





### Item 35 - Buck Lakeshore Pavillion

Assigned To Servello

The tree branches needs to be trimmed up.



### Item 36 - Cupseed Ln

Assigned To Servello

Dead tree, proposal submitted.



### Item 37 - Buck lakeshore Parking

Assigned To Servello

Bushes needs pruning.



### Item 38 - West Entrance

Assigned To Servello

The bushes need pruning.





### Item 39 - Primrose Willow Dr.

Assigned To Servello

The palm tree needs attention.



### Item 40 - Dog Park / Primrose Willow Dr.

Assigned To Servello

Bushes need to be trimmed up.



#### Item 41 - Dog Park / Primrose Willow Dr.

Assigned To Inframark

The water spigot needs to be replaced, dripping water.

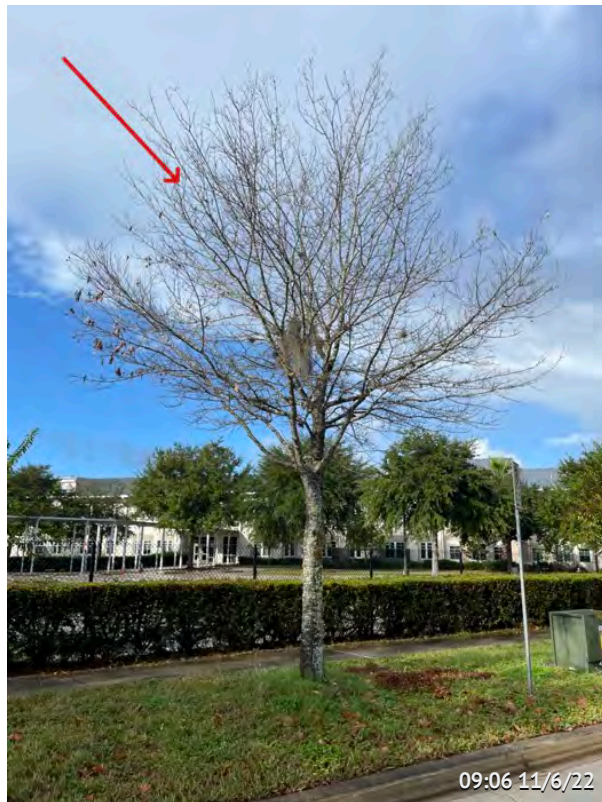


#### Item 42 - Primrose Willow Dr / Dog Park

Assigned To Servello

The bushes throughout the trail needs to be trimmed up.





#### Item 43 - Cupseed Ln

Assigned To Servello

Second dead tree with submitted proposal.



#### Item 44 - Swim Club Signs

Assigned To Inframark

A couple signs needs to be replaced, which are in bad shape. Estimate requested.



**Item 45 - Little Blue Ln  
(6820/6810)**

Assigned To Servello

The bushes needs the trimming completed.



**Item 46 - 6820 Little Blue Ln**

Assigned To Servello

Trees needs attention, almost falling down.





#### Item 47 - 6806 Little Blue Ln

Assigned To Servello

The tree needs attention, almost falling down.



#### Item 48 - Behind Fence US-192

Assigned To Servello

Bushes need attention and tall grass behind fence west side US-192



#### Item 49 - Behind Fence US-192 West Side

Assigned To Servello

A Pine tree removal and replacement proposal needs to be submitted and the branches in the floor needs to be picked up.



#### Item 50 - 6807 Habitat Dr.

Assigned To Servello

Bushes on CDD Property needs to be trimmed.





### Item 51 - West Five Oaks Dr.

Assigned To Servello

Bushes need to be trimmed.



### Item 52 - Clay Brick Rd. (Townhomes)

Assigned To Servello / Inframark

The wall needs to be pressure washed and the trees need attention, some tree branches in the floor that needs to be picked up.



### Item 53 - Clay Brick Rd.

Assigned To Servello

Dead tree branches on the floor,  
needs to be picked up and the area  
needs attention.



### Item 54 - Clay Brick Rd. Bridge Tunnel

Assigned To Servello

Plants needs to be trimmed up.





### Item 55 - Town Square / Left Side

Assigned To Inframark

Sidewalk needs to be pressure washed.



### Item 56 - Central Fence US-192

Assigned To Inframark

Fences need repairs.

## Harmony CDD Meeting Field Report – November 2022

- **Sidewalk Grinding Completed:**

1. Five Oaks Dr. / Golf Course: 5 Panels
2. 6910 Beargrass Rd: 3 Panels
3. 6914 Beargrass Rd: 2 Panels
4. 3306 Beargrass Rd: 3 Panels
5. Central Five Oaks Dr: 2 Panels

- **Pressure Washing Completed:**

1. Dog Park – Benches Floor Squares
2. US-192 Fence (West Side) On Process
3. Cat Brier Tr. Bench
4. Buck Lakeshore Park – Splashpad Area
5. Cat Brier Park – Floor Squares

- **Staff Tasks Completed:**

1. Swim Club Heater – Fixed by Symbiont Services.
2. 3322 Cat Brier Tr. Pothole – Repaired by Osceola County Road & Bridge.
3. Buck Lakeshore Men's Restroom – Painted.
4. Roundabout Transit Pole - Painted
5. Harmony Sign Pool (Schoolhouse Rd) – Painted
6. Dirt road in front of the office leveling with the tractor.
7. Cupseed Ln. Alleyway Pothole – Repaired by the Field Services.
8. Illegal debris pile on Parcel U – Picked up by the Field Services.
9. Bass Boat Seats – Replaced.

- **Office Notes:**

1. 16 ID Access cards worked in November.
2. Emails Received and handled was 145.
3. Calls Received and handled more than 82, in the days that I was available working.
4. Text messages received and handled 25, Texts in the days that I was available working.



## Harmony CDD Meeting Field Report – November 2022

- **Completed Projects:**

1. Splashpad water pump still in back order, info. Original pump delivered had a cracked housing. Followed up with Andrew from Spies.
2. 4M&J Electric Services, contract signed, and repairs was set up by calendar for start the week of November 14 to 18, 2022.
3. Swim Club Pool Heater repaired by Symbiont Services Corp, refrigerant added, and a 40 amp contact from the well water pump was replaced, and heater working.
4. Main Streets drainages and Harmony Estates Storm Drainage was maintained (Cleaned up).
5. Harmony Signs Estimates, three (3) vendors contacted: AwesomeHOAsigns, Fastsigns and Sign-Partnes.com.
6. Harmony CDD – Hurricane Nicole Prep (11/09/2022)
  - a. Purchased new ropes and anchor stakes for trailered boat and fleet to be secured in storm
7. Landscape RFP Scope and Ad were finalized, proposals will be presented at the December meeting along with a Board Summary

- **Pending Projects:**

1. Heavenly Cooling and Heating signed the District's agreement. Repair scheduling is hinging on the 50% of deposit to start with the exhaust fan replacement.
2. Educational Signs – Templates received and working to get estimates to have best quotes of the designs.
3. AAA Courts was contacted multiple times since October meeting, no response to date
4. IFAS update- Mr. Strickland's number was shared, staff will be reaching out the week of 11/14 to schedule a visit
5. Reached out to the County, answering service kept disconnecting the call. We will continue to reach out after the storm.
6. Servello was contacted about warranty sod in the Lakes and Clay Brick. Servello to update Clay Brick at the meeting, feel that not their responsibility to replace due to controller being on private property without access
7. Warranty reimbursement from Kissimmee Motorsports will be completed the week of 10/14.
8. ProXD Motor- Briggs has set Harmony up as a customer, we are awaiting the quote for the engine replacement

## Harmony CDD Previous Month Site Audit Follow-Up – November 2022

- Item 1: Non-Completed, action needed.
- Item 2: Completed, no action needed
- Item 3: Non-Completed, action needed.
- Item 4: Non-Completed, action needed.
- Item 5: Non-Complete, action needed.
- Item 6: Non-Completed, action needed.
- Item 7: Non-Completed, action needed.
- Item 8: Non-Completed, action needed.
- Item 9: Non-Completed, action needed.
- Item 10: Completed, no action needed.
- Item 11: Non-Completed, action needed.
- Item 12: Non-Completed, action needed.
- Item 13: Non-Completed, action needed.
- Item 14: Non-Completed, action needed.
- Item 15: Non-Completed, action needed.
- Item 16: Non-Completed, action needed.
- Item 17: Non-Completed, action needed.
- Item 18: Non-Completed, action needed.
- Item 19: Non-Completed, action needed.
- Item 20: Non-Completed, action needed.
- Item 21: Non-Completed, action needed.
- Item 22: Non-Completed, action needed.
- Item 23: Non-Completed, action needed.
- Item 24: Non-Completed, action needed.
- Item 25: Non-Completed, action needed.
- Item 26: Non-Completed, action needed.
- Item 27: Non-Completed, action needed.
- Item 28: Non-Completed, action needed.
- Item 29: Non-Completed, action needed.
- Item 30: Non-Completed, action needed.
- Item 31: Non-Completed, action needed.
- Item 32: Non-Completed, action needed.
- Item 33: Non-Completed, action needed.
- Item 34: Non-Completed, action needed.
- Item 35: Non-Completed, action needed.
- Item 36: Non-Completed, action needed.
- Item 37: Non-Completed, action needed.
- Item 38: Non-Completed, action needed.
- Item 39: Non-Completed, action needed.
- Item 40: Non-Completed, action needed.
- Item 41: Non-Completed, action needed.

## Harmony CDD Previous Month Site Audit Follow-Up – November 2022

- Item 42: Non-Completed, action needed.
- Item 43: Non-Completed, action needed.
- Item 44: Estimates requested from a vendor Fastsing.
- Item 45: Non-Completed, action needed.
- Item 46: Non-Completed, action needed.
- Item 47: Non-Completed, action needed.
- Item 48: Non-Completed, action needed.
- Item 49: Non-Completed, action needed.
- Item 50: Non-Completed, action needed.
- Item 51: Non-Completed, action needed.
- Item 52: Non-Completed, action needed.
- Item 53: Non-Completed, action needed.
- Item 54: Non-Completed, action needed.
- Item 55: Non-Completed, action needed.
- Item 56: Non-Completed, action needed.



# **Subsection 4B**

## **Proposals**

# **Subsection 4Bi**

**Global Turf  
#16747**

# Q U O T A T I O N

PAGE: 1

GLOBAL TURF EQUIPMENT SALES & RENTALS  
11644 Uradco Place  
San Antonio, FL 33576 US  
Phone #: (352)588-3092

PHONE #:  
CELL #: (813)784-1162  
ALT. #:  
P.O.#:  
TERMS: **Cash**  
SALES TYPE: **Quote**

DATE: **10/27/2022**  
ORDER #: **16747**  
CUSTOMER #: **105234**  
CP: **ErinH**  
LOCATION: **1**  
STATUS: **Active**

## BILL TO 105234

BRETT PEREZ  
102 LAUREL TREE WAY  
BRANDON, FL 33511 US

## SHIP TO

BRETT PEREZ  
102 LAUREL TREE WAY  
BRANDON, FL 33511 US

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
CUSH657068		Hauler 1200 Gasoline (EFI)	1	\$12,918.30	\$12,918.30	\$12,918.30

Prices reflected on this quote are valid for 30 days and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.

SUBTOTAL: **\$12,918.30**  
TAX: **\$825.10**  
ORDER TOTAL: **\$13,743.40**

Authorized By: \_\_\_\_\_



# **Subsection 4Bii**

**Global Turf  
#16746**

# Q U O T A T I O N

PAGE: 1

GLOBAL TURF EQUIPMENT SALES & RENTALS  
11644 Uradco Place  
San Antonio, FL 33576 US  
Phone #: (352)588-3092

PHONE #:  
CELL #: (813)784-1162  
ALT. #:  
P.O.#:  
TERMS: **Cash**  
SALES TYPE: **Quote**

DATE: **10/27/2022**  
ORDER #: **16746**  
CUSTOMER #: **105234**  
CP: **ErinH**  
LOCATION: **1**  
STATUS: **Active**

## BILL TO 105234

BRETT PEREZ  
102 LAUREL TREE WAY  
BRANDON, FL 33511 US

## SHIP TO

BRETT PEREZ  
102 LAUREL TREE WAY  
BRANDON, FL 33511 US

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
	CUSHG10505	Cushman Hauler 800X Gas; Plastic Bed, Brushguard	1	\$5,995.00	\$5,995.00	\$5,995.00
****	HRS	Hours: Year:2018	1	\$0.00	\$0.00	\$0.00
	CUSHG10502	Cushman Hauler 800X Gas; Plastic Bed, Brushguard	1	\$5,995.00	\$5,995.00	\$5,995.00
****	HRS	Hours: Year:2018	1	\$0.00	\$0.00	\$0.00
WINDSHIELD AND CANOPY NOT INCLUDED						

Prices reflected on this quote are valid for 30 days and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.

SUBTOTAL:	<b>\$11,990.00</b>
TAX:	<b>\$819.40</b>
ORDER TOTAL:	<b><u>\$12,809.40</u></b>

Authorized By: \_\_\_\_\_

# **Subsection 4Biii**

**Advantage Golf  
Cars #85569**

# Advantage Golf Cars Inc.

2049 W. Landstreet Rd.  
Orlando, FL 32809

Ph # 407-440-2804

www.AdvantageGolfCars.com



## YAMAHA

*Authorized Dealer*

# Car Quotation

Date	Quote #
10/27/2022	85569

BILL TO:

SHIP TO:

Harmony CDD  
7360 Five Oaks DR  
Harmony FL 34773

Harmony CDD  
7360 Five Oaks DR  
Harmony, FL 34773

Brett Perez	brett.perez@inframark.com	Quoted By:	Promised	Serial # 1
# 407-433-0515	FAX	CO-JA	10/27/2022	Quote

Qty	Description	U/M	Cost	Total
1	2022 Club Car Onward 2 Passenger 48V. Includes: Canopy Top, Strut Kit, Premium Black and Gray Seats, Mercury Tires, and Fold Down Windshield. Color Option: Metallic Blue Onyx.		9,988.00	9,988.00T
1	Steel Cargo Box *** Does not include heavy duty leaf springs		688.00	688.00T
4	State of Florida Tire Waste Fee		1.00	4.00T
6	State of Florida Battery Waste Fee		1.50	9.00T
1	Delivery Charge **All calls not canceled with a 24hr notice are subject to a \$50 cancellation fee		150.00	150.00T
1	2-Year Limited Warranty (Refer to Owners Manual)		0.00	0.00T

### INVOICE POLICY

Terms are COD without an established NET-10/30 Account. Past Due Invoices are subject to a 1.5% Monthly Finance Charge, Legal and Collection Fees. All Returns/Cancellations are subject to a 10% restocking fee. Returned checks are assessed a \$30.00 fee. Maximum Credit Card purchase is \$ 5,000.00, with balance by cash, wire transfer, or check.

**Subtotal** \$10,839.00

**Sales Tax (6.5%)** \$704.54

**Total** \$11,543.54

This Quotation is valid for 30-Days or while supplies last. Upon approval, please sign and return.

PRINT: \_\_\_\_\_ SIGN: \_\_\_\_\_ DATE: \_\_\_\_\_



# **Subsection 4Biv**

**Advantage Golf  
Cars #85568**

# Advantage Golf Cars Inc.

2049 W. Landstreet Rd.  
Orlando, FL 32809

Ph # 407-440-2804

www.AdvantageGolfCars.com



*Authorized Dealer*

## Car Quotation

Date	Quote #
10/27/2022	85568

BILL TO:

SHIP TO:

Harmony CDD  
7360 Five Oaks DR  
Harmony FL 34773

Harmony CDD  
7360 Five Oaks DR  
Harmony, FL 34773

Brett Perez	brett.perez@inframark.com	Quoted By:	Promised	Serial # 1
# 407-433-0515	FAX	CO-JA	10/27/2022	Quote

Qty	Description	U/M	Cost	Total
1	2022 E-Z-Go RXV Freedom Elite 2.2 with Lithium Batteries. Includes: Canopy Top and Fold Down Windshield. Standard Stone Beige Seats. Standard Color: Patriot Blue.		11,688.00	11,688.00T
1	Steel Cargo Box *** Does not include heavy duty leaf springs		688.00	688.00T
4	State of Florida Tire Waste Fee		1.00	4.00T
1	Delivery Charge **All calls not canceled with a 24hr notice are subject to a \$50 cancellation fee		150.00	150.00T
1	2-Year Limited Warranty (Refer to Owners Manual)		0.00	0.00T
1	5-Year Limited Warranty (Refer to Owners Manual) Lithium Battery System - Battery pack, battery management system, battery charger and charger receptacle		0.00	0.00T

### INVOICE POLICY

Terms are COD without an established NET-10/30 Account. Past Due Invoices are subject to a 1.5% Monthly Finance Charge, Legal and Collection Fees. All Returns/Cancellations are subject to a 10% restocking fee. Returned checks are assessed a \$30.00 fee. Maximum Credit Card purchase is \$ 5,000.00, with balance by cash, wire transfer, or check.

**Subtotal** \$12,530.00

**Sales Tax (6.5%)** \$814.45

**Total** \$13,344.45

This Quotation is valid for 30-Days or while supplies last. Upon approval, please sign and return.

PRINT: \_\_\_\_\_ SIGN: \_\_\_\_\_ DATE: \_\_\_\_\_

**Subsection 4Bv**

**Westco Turf  
#14439**





Brett Brett Perez

Inframark Management Services

,

Dear Brett Brett Perez,

Thank you for your interest in Wesco Turf. Per your request, I am pleased to submit the enclosed quotation for your review.

Should you have any further questions regarding this proposal, please do not hesitate to contact me or our office. My direct phone number and email address are listed below for your convenience. Once again, thank you for your consideration of Wesco Turf.

Best Regards,

*Tanner Fleming*

Commercial Sports Fields & Grounds Territory Manager  
(941) 993-7947, [tanner.fleming@wescoturf.com](mailto:tanner.fleming@wescoturf.com)



2101 Cantu Court, Sarasota FL 34232  
300 Technology Park, Lake Mary FL 32746  
7037-37 Commonwealth Avenue, Jacksonville FL 32220

**Q-11439**

Date: November 1, 2022  
Expires: November 16, 2022

Prepared For:

Bill To: **TBD**

Ship To: **TBD**

Brett Brett Perez  
Inframark Management Services

**Special Considerations: Account setup required upon acceptance of this quote.**

Total Units	Qty	Model No.	Description	MSRP Each	Price Each	Extended Price
1	1	07413LT	Toro Workman GTX Lifted Lithium	\$19,286.00	\$16,585.96	\$16,585.96
	1	07047	Bench Seat (2017+)	\$933.00	\$802.38	\$802.38
	1	07046	Workman GTX Cargo Bed Kit	\$1,228.00	\$1,056.08	\$1,056.08
	1	07921	Workman GTX 2-Person Canopy	\$929.00	\$798.94	\$798.94
	1	07923	Folding Windshield for Canopy	\$403.00	\$346.58	\$346.58
			<b>Total</b>			<b>\$19,589.94</b>

Total Units	Qty	Model No.	Description	MSRP Each	Price Each	Extended Price
1	1	07410	Toro Workman GTX Electric	\$14,319.00	\$12,314.34	\$12,314.34
	1	07047	Bench Seat (2017+)	\$933.00	\$802.38	\$802.38
	1	07046	Workman GTX Cargo Bed Kit	\$1,228.00	\$1,056.08	\$1,056.08
	1	07921	Workman GTX 2-Person Canopy	\$929.00	\$798.94	\$798.94
	1	07923	Folding Windshield for Canopy	\$403.00	\$346.58	\$346.58
			<b>Total</b>			<b>\$15,318.32</b>

<b>Terms:</b>	Net 30
Equipment Total	\$34,908.26
Sales Tax	<b>TBD</b>
<b>Totals:</b>	<b>\$34,908.26</b>

### Warranty

The above quote meets or exceeds ANSI Safety Specification. Toro Commercial Equipment carries a two-year or 1500 hour warranty.

The undersigned hereby orders from Wesco Turf the equipment detailed in this quotation. This order is subject to our ability to obtain such equipment from the manufacturer and Wesco Turf shall be under no liability if delivery of the equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond our control. The price indicated is subject to your receipt of the Equipment prior to any change in price by the manufacturer.

Please indicate your acceptance of this quote as an order by signing below and returning via email to [tanner.fleming@wescoturf.com](mailto:tanner.fleming@wescoturf.com) or fax 941.487.6889. Payment terms are subject to credit approval. Time of delivery may vary; please check when placing order.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Thank you for considering Wesco Turf, Inc. for your equipment needs. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

***Tanner Fleming***

Commercial Sports Fields & Grounds Territory Manager  
(941) 993-7947, [tanner.fleming@wescoturf.com](mailto:tanner.fleming@wescoturf.com)

# **Subsection 4D**

## **District Counsel Report**



# **Subsection 4Di**

## **Memo to District**



## **MEMORANDUM**

TO: Harmony CDD Board of Supervisors

FROM: Michael C. Eckert

DATE: November 1, 2022

RE: Proper Use of Surplus Property Resolutions

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### **Summary**

The purpose of this memorandum is to provide the District guidance on when to use the Surplus Property Resolutions (**attached hereto as Exhibits A, B, and C**). Property may be classified as surplus if the District determines the property is obsolete or the continued use of the property is uneconomical or inefficient, or the property does not serve a useful function. Florida law provides Districts with two avenues for the disposal of surplus property – a procedure for offering the property to governmental units and nonprofits according to s. 274.05; and another, alternative procedure that is laid out in s. 274.06. The procedure for disposal under s. 274.05 is the same regardless of the surplus property's value (unlike s. 274.06, where the procedure changes if the surplus property is valued at \$5,000.00 or more). If the District does not want to follow the procedure outlined in s. 274.05, it must utilize s. 274.06, which has a different procedure for property valued under \$5,000.00 than it does for property that is valued at \$5,000.00 or more. Thus, the District must use one of three (3) resolutions (**attached hereto as Exhibits A, B, and C**) when disposing of surplus property.

### **Authorizing Disposition of Surplus Tangible Personal Property Pursuant To F.S. § 274.05**

The District may want to use this Resolution if it wants to offer the surplus property for sale or donation to governmental units or nonprofit agencies. The District can use this Resolution to dispose of the surplus property if it has considered (i) the best interests of the District; (ii) the condition and value of the property; and (iii) the probability that the buyer or donee will want the property. The procedure is as

follows: first, the surplus property must be offered to other governmental units within the county or District (such as schools) for sale or donation or to private 273.01 nonprofit agencies for sale or donation. See F.S. 273.01 for the definition of a 273.01 nonprofit:

“private nonprofit agency” means a nonprofit charitable organization, no part of the net earnings of which inures or may lawfully inure to the benefit of any private shareholder or individual, which has been held to be tax-exempt under the provisions of s. 501 of the Internal Revenue Code of 1954, and which has as its principal mission:

- (a) Public health and welfare;
- (b) Education;
- (c) Environmental restoration and conservation;
- (d) Civil and human rights; or
- (e) The relief of human suffering and poverty.

Next, if the surplus property is offered for sale to these two entities and no bid has been received in a reasonable time, the District may then offer the surplus property to other governmental units outside the county or District or to any other private nonprofit agency, as long as the offer discloses the value and condition of the property, the best bid is accepted, and the cost of shipping or transference of the property is paid by the buyer or donee. If the District chooses to use s. 274.05 to dispose of surplus property, the District should use the resolution attached hereto as **Exhibit A**.

If the District fails to succeed in the sale or donation of the surplus property following s. 274.05, it can follow the procedure laid out in s. 274.06, as described below. However, the District is not required to use s. 274.05 prior to using the alternative procedure found in s. 274.06.

#### **Authorizing Disposition of Surplus Tangible Personal Property Pursuant To F.S. § 274.06**

The District may elect to use this alternative procedure using its reasonable discretion, but still must consider the best interests of the District. The District has more potential buyers or donees utilizing s. 274.06: the surplus property may be offered for value (e.g., sold) to any person, the state (without bids), a governmental unit, or to any political subdivision as defined in s.1.01 (e.g., counties, cities, towns, villages, special tax school districts, special road and bridge districts, bridge districts, and all other districts in this state).

#### **Surplus Property Valued at Less Than \$5,000.00**

If the surplus property is valued at less than \$5,000.00, it may be disposed of in the most efficient and cost-effective means as determined by the District. If the surplus property is determined by the District to be without commercial value, it may be donated (to whomever the District desires), destroyed, or abandoned (one way the District may determine the surplus property to be without commercial value is if no sale or donation could be accomplished by following the procedure in s. 274.05). There is no hard and fast rule for how the District may determine the commercial property to be without value. If the District has surplus property valued at less than \$5,000.00 and wishes to use s. 274.06 for its disposal, the District should use the resolution attached hereto as **Exhibit B.**

### **Surplus Property Valued at \$5,000.00 or More**

Surplus property valued at \$5,000.00 or more must only be sold to either (1) the highest responsible bidder; or (2) by public auction. The publication of notice required must be not less than one (1) week or more than (2) weeks prior to sale in a newspaper that has a general circulation in the county or District where the District has its official office. It must be published in additional newspapers if the District determines that such would be in the best interests of the District (i.e., the District's interests would be served by additional notices, provided that nothing would require the sheriff of a county to advertise the sale of miscellaneous items that are valued at less than \$5,000.00). If the District has surplus property valued at \$5,000.00 or more and wishes to use s. 274.06 for its disposal, the District should use the resolution attached hereto as **Exhibit C.**



## **Exhibit A**

### **RESOLUTION 20\_\_-\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT CLASSIFYING SURPLUS TANGIBLE PERSONAL PROPERTY; AUTHORIZING DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY PURSUANT TO F.S. § 274.05; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Harmony Community Development District (“District”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, as such, the District is a governmental unit within the meaning of Chapter 274, *Florida Statutes* (“Governmental Unit”); and

**WHEREAS**, the District has purchased and owns certain furniture, equipment, and/or other personal property as listed in more detail in the attached **Exhibit A** (“Surplus Property”); and

**WHEREAS**, the District desires to classify the Surplus Property as surplus tangible personal property, and to determine that the Surplus Property is obsolete and that continued use of the Surplus Property is uneconomical, inefficient to maintain, and/or serves no useful function; and

**WHEREAS**, the District has considered the best interests of the District, the value and condition of the Surplus Property, and the probability of the Surplus Property’s being desired by prospective donees or purchasers; and

**WHEREAS**, the District desires to dispose of the Surplus Property for sale or donation to another Governmental Unit within the county or District or to a private nonprofit agency as defined in Section 273.01(3), and if the Surplus Property is offered for sale and no acceptable bid is received within a reasonable time, to offer the Surplus Property to a Governmental Unit outside the county or District or to another private nonprofit agency for sale or donation; and

**WHEREAS**, the District has disclosed in its offer the value and condition of the Surplus Property, accepted the best bid if the Surplus Property was disposed of by sale, acknowledged the cost of transfer of the Surplus Property will be met by the Purchaser or Receiver; and

**WHEREAS**, the District believes that it is in its best interests to dispose of the Surplus Property in this fashion.

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

**SECTION 1. INCORPORATION OF RECITALS.** All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

**SECTION 2. CLASSIFICATION OF SURPLUS TANGIBLE PERSONAL PROPERTY.** The District hereby classifies the Surplus Property as surplus tangible personal property, and hereby determines that the continued use of the Surplus Property is uneconomical, inefficient to maintain, and/or serves no useful function.

**SECTION 3. DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY.** The District hereby directs and authorizes Staff to dispose of the Surplus Property by giving for value or donating it either to another Governmental Unit within the county or District or to a private nonprofit agency as defined in Section 273.01(3), *Florida Statutes*; or, if no acceptable bid is received within a reasonable time, Staff may dispose of the Surplus Property by giving for value or donating it to a Governmental Unit outside the county or District or other private nonprofit agency. Staff will accept the best bid for the Surplus Property if it is disposed of by sale, and the Purchaser or Receiver will be responsible for the cost of transfer of the Surplus Property. Staff may dispose of the respective pieces of Surplus Property to different persons, at different times. Although referenced jointly, it is the intent of the District to dispose of the Surplus Property separately to the extent it is in the best interest of the District.

**SECTION 4. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect immediately upon the passage and adoption of this Resolution by the Board of Supervisors of the District.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

**HARMONY COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A**

**List of the Property**

## **Exhibit B**

### **RESOLUTION 20\_\_-\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT CLASSIFYING SURPLUS TANGIBLE PERSONAL PROPERTY; AUTHORIZING DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY PURSUANT TO F.S. § 274.06; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**[FOR PROPERTY VALUED AT LESS THAN \$5,000.00]**

**WHEREAS**, the Harmony Community Development District (“District”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, as such, the District is a governmental unit within the meaning of Chapter 274, *Florida Statutes* (“Governmental Unit”); and

**WHEREAS**, the District has purchased and owns certain furniture, equipment, and/or other personal property as listed in more detail in the attached **Exhibit A** (“Surplus Property”); and

**WHEREAS**, the District desires to classify the Property as surplus tangible personal property, and to determine that the Property is obsolete and that continued use of the Property is uneconomical, inefficient to maintain, and/or serves no useful function; and

**WHEREAS**, the District has considered the best interests of the District, and the value and condition of the Property, and

**WHEREAS**, the District desires to dispose of the Property for value to any person, or for value without bids to the state, to any Governmental Unit, or to any political subdivision as defined in Section 1.01, *Florida Statutes*; or, if neither sale nor donation can reasonably be accomplished, the District hereby determines that the Property is without commercial value and desires to destroy or abandon it, all in accordance with the provisions of Chapter 274, *Florida Statutes*; and

**WHEREAS**, the District believes that disposing of the Property in this fashion is the most efficient and cost-effective means of disposing of the Property; and

**WHEREAS**, the District has estimated the value of the respective pieces of Property to be less than Five Thousand Dollars (\$5,000.00), or without commercial value; and



**WHEREAS**, the District believes that it is in its best interests to dispose of the Property in this fashion.

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

**SECTION 1. INCORPORATION OF RECITALS.** All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

**SECTION 2. CLASSIFICATION OF SURPLUS TANGIBLE PERSONAL PROPERTY.** The District hereby classifies the Property as surplus tangible personal property, and hereby determines that the continued use of the Property is uneconomical, inefficient to maintain, and/or serves no useful function.

**SECTION 3. DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY.** The District hereby directs and authorizes staff to dispose of the Property for value to any person, or for value without bids to the state, to any Governmental Unit, or to any political subdivision as defined in Section 1.01, *Florida Statutes*; or, if neither sale nor donation can reasonably be accomplished, by destroying or abandoning it, all in accordance with the provisions of Chapter 274, *Florida Statutes*. Staff may dispose of the respective pieces of Property to different persons, at different times. Although referenced jointly, it is the intent of the District to dispose of the Property separately to the extent it is in the best interest of the District.

**SECTION 4. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect immediately upon the passage and adoption of this Resolution by the Board of Supervisors of the District.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

**HARMONY COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A**

**List of the Property**

## **Exhibit C**

### **RESOLUTION 20\_\_-\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT CLASSIFYING SURPLUS TANGIBLE PERSONAL PROPERTY; AUTHORIZING DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY PURSUANT TO § 274.06; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**[FOR PROPERTY VALUED AT \$5,000.00 OR MORE]**

**WHEREAS**, the Harmony Community Development District (“District”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, as such, the District is a governmental unit within the meaning of Chapter 274, *Florida Statutes* (“Governmental Unit”); and

**WHEREAS**, the District has purchased and owns certain furniture, equipment, and/or other personal property as listed in more detail in the attached **Exhibit A** (“Surplus Property”); and

**WHEREAS**, the District desires to classify the Surplus Property as surplus tangible personal property, and to determine that the Surplus Property is obsolete and that continued use of the Surplus Property is uneconomical, inefficient to maintain, and/or serves no useful function; and

**WHEREAS**, the District has considered the best interests of the District, and the value and condition of the Surplus Property; and

**WHEREAS**, the District desires to dispose of the Surplus Property for value to any person, or for value without bids to the state, to any Governmental Unit, or to any political subdivision as defined in Section 1.01, *Florida Statutes*; and

**WHEREAS**, the District has estimated the value of the respective pieces of Surplus Property to be Five Thousand Dollars (\$5,000.00) or more; and

**WHEREAS**, the District believes that it is in its best interests to dispose of the Surplus Property in this fashion.

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

**SECTION 1. INCORPORATION OF RECITALS.** All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

**SECTION 2. CLASSIFICATION OF SURPLUS TANGIBLE PERSONAL PROPERTY.** The District hereby classifies the Surplus Property as surplus tangible personal property, and hereby determines that the continued use of the Surplus Property is uneconomical, inefficient to maintain, and/or serves no useful function.

**SECTION 3. DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY.** The District hereby directs and authorizes staff to dispose of the Surplus Property for value to the highest responsible bidder, or by public auction, after publication of notice prior to the sale pursuant to Section 274.06, *Florida Statutes*. Staff may dispose of the respective pieces of Surplus Property to different persons, at different times. Although referenced jointly, it is the intent of the District to dispose of the Surplus Property separately to the extent it is in the best interest of the District.

**SECTION 4. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect immediately upon the passage and adoption of this Resolution by the Board of Supervisors of the District.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

**HARMONY COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors



**Exhibit A**

**List of the Property**

# **Subsection 4Diii**

## **ROW Mowing Responsibility**

**From:** [Eckert, Michael C.](#)  
**To:** [Montagna, Angel](#)  
**Cc:** [Haber, Wesley S.](#)  
**Subject:** Harmony CDD - responsibility for mowing from lot line to street curb  
**Date:** Tuesday, November 1, 2022 9:33:51 AM

---

Angel,

The Board has asked us to research whether there is any obligation on behalf of the homeowner to mow the grass or trim the tree roots between a residential lot line and the street curb ("Road Verge"). Our opinion is set forth below.

1. If the CDD owns the Road Verge, the CDD has the legal authority to mow the grass and trim the tree roots in the Road Verge.
2. The only requirement applicable to the CDD's right to mow the grass is that it must be mowed often enough to remain in compliance with Osceola county code.
3. The CDD could choose to mow the grass more often than required by Osceola County Code.
4. The Harmony *Residential Properties Declaration of Covenants, Conditions and Restrictions* recorded on October 10, 2002, at Book 2125, Page 2093 et al. in the Official Records of Osceola County, Florida ("HOA Declaration") clearly imposes a duty on the owner of a residential lot to maintain the Road Verge adjacent to the owner's lot.
5. Section 3.1 of the HOA Declaration states in pertinent part: "THE CDD AMENITIES MAY INCLUDE, BUT SHALL NOT BE LIMITED TO, OWNERSHIP OF ALL THE ALLEYS AND ALL PROPERTY THAT LIES BETWEEN LOT BOUNDARIES AND THE CURBS OF ANY PUBIC STREET, INCLUDING BUT NOT LIMITED TO SIDEWALKS LOCATED THEREON."
6. Section 2.9 of the HOA Declaration defines "CDD Amenities" as basically any real or personal property owned by the CDD.
7. Sections 3.1 and 2.9 of the HOA Declaration identified above are worth mentioning, but are not determinative of the issue. These sections are simply consistent with the CDD's status and rights as a landowner.
8. Section 5.1 of the HOA Declaration imposes an affirmative duty on an owner of a lot to maintain the Road Verge adjacent to the owner's lot. It states in pertinent part: "Each Owner shall also maintain, mow, irrigate, replace sod, and prune all landscaping lying within the right-of-way of adjacent public streets and alleys between the Unit, Tract, and Lot boundary and the curb or edge of such public street or alley, including, but not limited to any strip lying between the sidewalk and paved roadway, and between the Tract, Lot and Unit boundary and any adjacent easements for pedestrian paths or sidewalks, in a manner consistent with the Community-Wide Standard unless responsibility for maintaining such landscaped areas has been assigned to or assumed by the Association."
9. Section 7.2(b) of the HOA Declaration affirms that the obligation to mow and maintain the Road Verge is imposed on the lot owner. It sets forth certain maintenance obligations of the HOA, and carves out any maintenance that has been assigned to the Owners of adjacent Lots or Units pursuant to Section 5.1.
10. In conclusion:
  - A. The HOA Covenants require the owner of a lot to mow the Road Verge and prune all landscaping in the Road Verge.

- B. The HOA should enforce the maintenance obligation for the Road Verge against the owner of the lot in accordance with the HOA Declaration.
- C. The CDD has the right to maintain the Road Verge by virtue of its ownership of the Road Verge.
- D. The CDD has the obligation to maintain the Road Verge in accordance with Osceola County code.
- E. The owner's duty to mow the grass in the Road Verge in accordance with the community standard imposed by the HOA Declaration likely requires more frequent mowing than is required by the basic requirements of the Osceola County code. As a result, the owner of the lot should be mowing the Road Verge adjacent to the owner's lot before the CDD's duty to mow is triggered.
- F. Because the CDD is the owner of the Road Verge, the CDD should promptly bring to the attention of the HOA any situation in the Road Verge that the CDD becomes aware of, and for which the owner of the lot is responsible for under Section 5.1 of the HOA Declaration, that may potentially cause injury to property or person, for the HOA to then address with the owner of the lot. In the case of a situation that poses an immediate risk of injury to person or property, the CDD should remedy the situation or take steps to warn against the risk until it can be remedied. Doing so will help prevent potential liability of the CDD that may arise by virtue of the simple fact that the CDD owns the Road Verge.

Please contact me with any questions. Thanks.

Mike

**Michael C. Eckert**

Transition Partner

**Kutak Rock LLP**

P.O. Box 10230

Tallahassee, FL 32302

[Michael.Eckert@kutakrock.com](mailto:Michael.Eckert@kutakrock.com)

m: 850.567.0558

*Support provided by*

**Kim Hancock** | Legal Secretary | p: 850.559.5684 | [Kim.Hancock@kutakrock.com](mailto:Kim.Hancock@kutakrock.com)



☐ ☐ ☐ ☐ **ection 4Div**

# **Use of Private Emails**

## RESOLUTION NO. 2023-02

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT ADOPTING A POLICY FOR BOARD USE OF A DISTRICT EMAIL ADDRESS FOR RECORDS RETENTION; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE**

**WHEREAS**, the Harmony Community Development District (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida;

**WHEREAS**, Chapter 190, Florida Statutes, provides that the District is governed by a Board of Supervisors (the “Board”) and managed by a District Manager;

**WHEREAS**, pursuant to Chapter 190, Florida Statutes, the District is authorized to adopt resolutions necessary for the conduct of District business; and

**WHEREAS**, the District finds that the policy concerning the “Harmony CDD Email Records Retention,” as set forth in Exhibit “A” attached hereto and incorporated herein, is necessary in order to provide for the orderly operation, management and protection of the District.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT, OSCEOLA COUNTY, FLORIDA, AS FOLLOWS:**

Section 1. Adoption of Policy. The policy concerning the “Harmony CDD Email Records Retention,” as set forth in Exhibit A is hereby ratified, approved and confirmed to provide for the orderly operation and management of the District and is in the best interest of the District.

Section 2. Incorporation of Recitals. The recitals above are hereby incorporated into this Resolution.

Section 3. Severability. If any section, paragraph, clause, or provision of this Resolution shall be held to be invalid or ineffective for any reasons, the remainder of this Resolution shall continue in full force and effective, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause, or provision.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

**RESOLUTION NO. 2023-02**

**PASSED AND ADOPTED** by the Board of Supervisors of the Harmony Community Development District this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**THE HARMONY COMMUNITY  
DEVELOPMENT DISTRICT,**  
a Florida community development district

ATTEST:

\_\_\_\_\_

By:\_\_\_\_\_

Print:\_\_\_\_\_  
Secretary/Asst. Secretary

Print:\_\_\_\_\_  
Chairman/Vice-Chairman

## **EXHIBIT A**

### **Harmony Community Development District Email Records Retention Policy**

It is the desire of the Board of Supervisors (the “Board”) of the Harmony Community Development District (the “District”) to ease administrative burden and increase efficiency in the event of a public records request.

The District shall provide all members of the Board with Harmony CDD email addresses that shall be used to conduct District business. The purpose of this policy is to lessen the obligations and risks of Board members in the case of a public records request. Board members have a duty to preserve District records and to respond to public records request as required under the Public Records Law, Chapter 119, *Florida Statutes*.

The consistent use of District email addresses by Board members will allow for the efficient and accurate administration by the District of public records requests and for the proper preservation of District records. Sole use of District email addresses by Board members for District business will also alleviate the burden on Board members from filtering through all personal emails when a public records request is received.

The Board hereby requires that all District Board members use a District email address, rather than a personal or business email address, for all District business. In the event an email comes to a personal email address, the Board member shall forward the email to their District email account to respond, and to allow the record to be properly preserved.



# ☐ ☐ ☐ ☐ **ection 4E**

## **District Manager's Report**

## DISTRICT MEETING REPORT

mean while at this meeting as I have a conflict  
at this time not able to attend date

- Board approved Brightview proposal for \$21,600.00 to include County trees on Cordgrass, Greens and Dark Sky pending a maintenance agreement with Osceola County within 30 days or go with Brightview proposal for \$18,810.00 removing County trees on Dark Sky, Greens and Cordgrass. Need to see if they will include Feathergrass and Middlebrook as well **(Angel/Brett to work with County then have Counsel draft the agreement)**
- Brett and I continue to reach out to the County regarding the County owned trees. Once we see if they are able to enter into a maintenance agreement or not we will move forward with private contract. The goal is to have this taken care of and finalized either before the December meeting.
- RV Lot was discussed
  - Board voted to close the RV Lot and refund the residents for the pro-rated amounts
    - Close by December 31<sup>st</sup>
    - A letter will be drafted and sent to the residents who currently have leases **(Staff will work with Board to get a letter drafted and sent out to all lease holders)**
- The letter sent out to the RV lot residents was one out. The letter is in the agenda. It sent out on the 1<sup>st</sup>.
- The contract that were to be drafted are as follows
  - Leases for the County to be drafted
  - Electrical Company to be drafted in
  - The main area has been completed the vendor David will update the board on this
- I continue to monitor the Brett's recent regarding the road and the one from the road for or not rendered
- David will provide an update on the State Drainage Concern
- Mean I will go into the December meeting to coordinate regarding relocating the Field staff finding one to have an update for the December meeting need clarification from the board on the following

- construction material or type of siding
- are footings
- permanent interior permanent
- type of foundation
- do we have a roof shed
- outdoor storage shed
- Land case RF has been advertised
- Clean Concrete Tereha is in date everyone on the Deed information Tereha sent over

Thank you

□□□□ection 4Ei

**RV Lot Closure**

# Harmony Community Development District

313 Campus Street • Celebration, Florida 34747 • 407-566-1935

[www.HarmonyCDD.org](http://www.HarmonyCDD.org)

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November 8, 2022

**RE: Harmony RV Storage Area**

Attention Residents:

The Board of Supervisors (“Board”) for the Harmony Community Development District (“District”) has made the difficult decision to close down the RV storage area. The closure will go into effect at the end of the year, and all fees will be refunded on a prorated basis. Please seek alternate arrangements for your storage needs.

The storage lot has been in use for many years, but it turns out that this use was not in accordance with the property’s zoning by Osceola County (“County”). This became known to the District after a 2019 expansion was stalled in the permitting process. Since that time, the District has been working with the County in an attempt to bring the operation of the storage lot into compliance with State and County Codes. In short, the existing entry road into the storage lot was found not to be up to Code.

County Code requires that the access road be improved—rebuilt from the ground up—before continued use would be allowed. Our District Engineer has put forward plans that meet the intent of the County Code; however, the cost of these improvements along with other required improvements would cost around \$500,000. It would take at least a decade for the storage lot income to recoup these costs, and the Board is not comfortable burdening all residents with the high initial cost of the improvements. The Engineer did propose a less expensive upgrade plan, but this would not meet the intent of the County Code.

The District will continue to own this land, and aside from the Community Garden, its future use has not yet been determined. It is possible that a cheaper access option will become available in the future when the property to the west of the access road is developed. The Board will reconsider if this happens in the future, but unfortunately, there is no estimate of when that might happen.

The Board apologizes for the inconvenience. We hope that you are able to understand that we did all that was possible in order to continue operating the storage lot.

Thank you on behalf of the Board.

Sincerely,

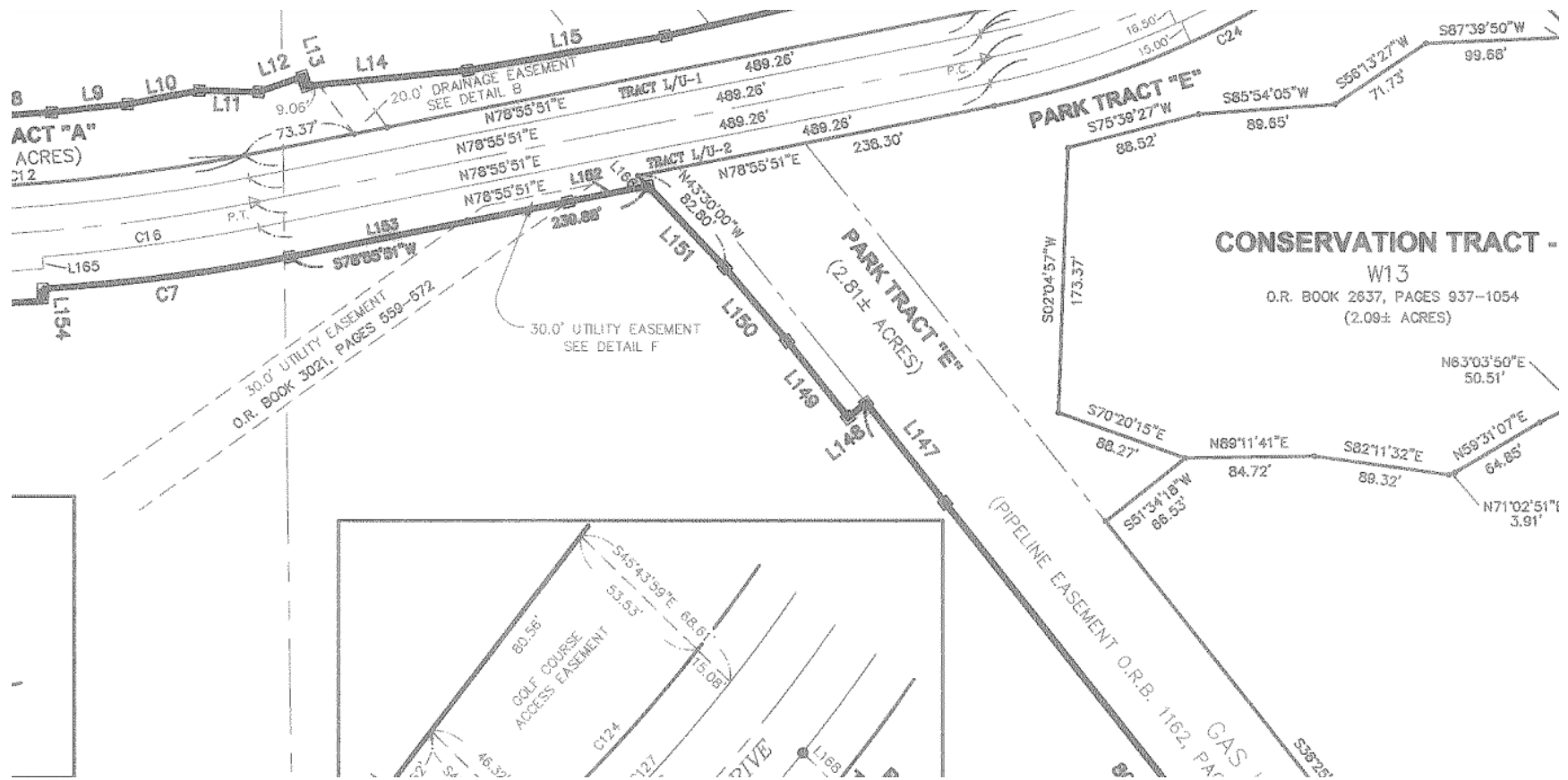


Angel Montagna  
District Manager



□□□□ection 4Eii

## Deed of Dedication



This instrument prepared by  
and return to:

ROSEMARY O'SHEA, Esquire  
BAKER & HOSTETLER LLP  
2300 Sun Bank Center  
200 South Orange Avenue  
Post Office Box 112  
Orlando, Florida 32802  
(407) 649-4000

64.50  
70  
120.50  
70  
121.20 14P  
LARRY WHALEY  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

CL 2006004792 OR 3021/559  
HGP Date 01/05/2006 Time 15:50:33

DOC STAMPS: 0.70

Parcel Identification (Folio) No. 31-26-32-0000-003B-0000

Grantee(s) Tax ID No. 59-352-4907

**DEED OF DEDICATION**

**State of Florida  
Osceola County**

THIS DEED OF DEDICATION, made and given this 8 day of December, 2005, by **BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP**, a Florida limited liability limited partnership, whose post office address is 3500 Harmony Square West, Harmony, Florida 34733 (hereinafter called the "Grantor") to **HARMONY COMMUNITY DEVELOPMENT DISTRICT**, a limited special and single purpose local government created by and established pursuant to Chapter 190, Florida Statutes whose address is Severn Trust Services, 610 Sycamore Street, Suite 140, Celebration, Florida 34747 ("Grantee").

(Whenever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**WITNESSETH:**

That the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, hereby further evidences the dedication to the perpetual use of Grantee for the proper uses and purposes of Grantee and does hereby confirm the remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, described as follows, as set forth in that certain sketch and legal description attached

hereto as Exhibit A for utility easement, road right of way, and drainage easement purposes (the "Utility, Roadway and Drainage Parcels").

The conveyance, dedication and acceptance of the Utility, Roadway and Drainage Parcels is made subject to the Grantor's express reservation for itself, its successors and assigns, a private perpetual non-exclusive easement on, over and under the Utility, Roadway and Drainage Parcels for: road, drainage; utilities; cable television; irrigation; the right but not the obligation to perform road maintenance; encroachments of structures, structural overhangs, foundations, footers, and maintenance of those structures; the right, but not the obligation, to perform landscaping maintenance and the right, but not the obligation, to install and maintain signage, lighting, decorative improvements including but not limited to fencing and entry features.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered  
in the presence of:

"Grantor"

Birchwood Acres Limited Partnership, LLLP,  
a Florida limited liability limited partnership

By: VII GP Harmony, L.L.C., a  
Delaware limited liability company  
as its sole General Partner

By: James L. Lentz  
Its President

Vence Smith, Jr.  
Signature of Witness  
Print Name: VENCE SMITH, JR.

Kenton J. Foreman  
Signature of Witness  
Print Name KENTON J. FOREMAN

State of Florida )

County of Osceola ) ss.

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of December, 2005 by James L. Lentz, as President of VII GP Harmony, L.L.C., a Delaware limited liability company, as the sole General Partner of Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. (He is personally known to me) or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



Rhonda Hill  
(Notary Signature)  
Rhonda Hill  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. DD 254332



**Exhibit A****Legal Description****UTILITY EASEMENT LEGAL DESCRIPTION**

A PARCEL OF LAND LYING IN SECTIONS 29, 30 & 31, TOWNSHIP 26 SOUTH, RANGE 32 EAST, OSCEOLA COUNTY, FLORIDA

**MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

COMMENCING AT THE NORTHEAST CORNER OF TRACT L/U-7, BIRCHWOOD NEIGHBORHOODS B & C, AS FILED AND RECORDED IN PLAT BOOK 14, PAGES 67 THRU 73, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE S15°16'23"W, A DISTANCE OF 24.50 FEET; THENCE N74°43'37"W, A DISTANCE OF 25.00 FEET; THENCE S15°16'23"W, A DISTANCE OF 40.50 FEET; THENCE S73°34'52"E, A DISTANCE OF 25.00 FEET; THENCE S15°16'23"W, A DISTANCE OF 15.00 FEET; THENCE S74°43'37"E, A DISTANCE OF 17.46 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,239.50 FEET AND A CENTRAL ANGLE OF 19°31'28"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 422.38 FEET; THENCE N04°15'04"W, A DISTANCE OF 8.00 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N04°15'04"W, A RADIAL DISTANCE OF 1,231.50 FEET; THENCE EASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 06°49'05", A DISTANCE OF 146.55 FEET; THENCE N78°55'51"E, A DISTANCE OF 147.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG SAID LINE, A DISTANCE OF 72.42 FEET; THENCE S54°27'33"W, A DISTANCE OF 385.82 FEET; THENCE S11°53'58"W, A DISTANCE OF 88.87 FEET; THENCE S10°11'00"E, A DISTANCE OF 220.63 FEET; THENCE S17°46'00"W, A DISTANCE OF 218.16 FEET; THENCE S21°42'51"E, A DISTANCE OF 147.90 FEET; THENCE S62°06'47"E, A DISTANCE OF 72.74 FEET; THENCE S14°30'35"W, A DISTANCE OF 197.20 FEET; THENCE S34°48'15"W, A DISTANCE OF 133.46 FEET; THENCE S37°30'47"W, A DISTANCE OF 112.15 FEET; THENCE S56°59'30"W, A DISTANCE OF 118.89 FEET; THENCE S29°46'31"W, A DISTANCE OF 116.42 FEET; THENCE N60°13'23"W, A DISTANCE OF 30.00 FEET; THENCE N29°46'31"E, A DISTANCE OF 123.68 FEET; THENCE N56°59'30"E, A DISTANCE OF 121.00 FEET; THENCE N37°30'47"E, A DISTANCE OF 106.29 FEET; THENCE N34°48'15"E, A DISTANCE OF 127.38 FEET; THENCE N14°30'35"E, A DISTANCE OF 168.12 FEET; THENCE N62°06'47"W, A DISTANCE OF 60.07 FEET; THENCE N21°42'51"W, A DISTANCE OF 169.70 FEET; THENCE N17°46'00"E, A DISTANCE OF 221.46 FEET; THENCE N10°11'00"W, A DISTANCE OF 219.02 FEET; THENCE N11°53'58"E, A DISTANCE OF 106.41 FEET; THENCE N54°27'33"E, A DISTANCE OF 331.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.23 ACRES, MORE OR LESS.

**Exhibit A****Legal Description****PHASE 3 RIGHT OF WAY LEGAL DESCRIPTION**

A PARCEL OF LAND LYING IN SECTIONS 20, 29 & 30, TOWNSHIP 26 SOUTH, RANGE 32 EAST, OSCEOLA COUNTY, FLORIDA

**MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

COMMENCING AT THE NORTHEAST CORNER OF TRACT L/U-7, BIRCHWOOD NEIGHBORHOODS B & C, AS FILED AND RECORDED IN PLAT BOOK 14, PAGES 67 THRU 73, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE S15°16'23"W, A DISTANCE OF 9.50 FEET TO THE POINT OF BEGINNING; THENCE S74°43'37"E, A DISTANCE OF 17.46 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,168.50 FEET AND A CENTRAL ANGLE OF 26°20'33"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 537.23 FEET; THENCE N78°55'51"E, A DISTANCE OF 489.26 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 508.00 FEET AND A CENTRAL ANGLE OF 44°27'47"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 394.22 FEET; THENCE N34°28'04"E, A DISTANCE OF 726.63 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,508.00 FEET AND A CENTRAL ANGLE OF 05°28'48"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 144.23 FEET; THENCE N28°59'15"E, A DISTANCE OF 529.73 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,429.00 FEET AND A CENTRAL ANGLE OF 36°06'29"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 900.56 FEET; THENCE N07°07'13"W, A DISTANCE OF 328.10 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,300.00 FEET AND A CENTRAL ANGLE OF 43°59'12"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 998.03 FEET; THENCE N36°51'59"E, A DISTANCE OF 251.29 FEET; THENCE N53°08'01"W, A DISTANCE OF 16.38 FEET; THENCE N13°26'06"E, A DISTANCE OF 94.86 FEET; THENCE N21°31'11"W, A DISTANCE OF 53.74 FEET; THENCE N55°12'51"W, A DISTANCE OF 98.69 FEET; THENCE N67°10'24"W, A DISTANCE OF 65.62 FEET; THENCE S75°17'17"W, A DISTANCE OF 139.44 FEET; THENCE S61°11'48"W, A DISTANCE OF 51.85 FEET; THENCE S83°34'07"W, A DISTANCE OF 42.62 FEET; THENCE S77°45'06"W, A DISTANCE OF 79.79 FEET; THENCE S76°43'17"W, A DISTANCE OF 58.59 FEET; THENCE N44°31'06"W, A DISTANCE OF 230.80 FEET; THENCE N28°36'03"E, A DISTANCE OF 58.16 FEET; THENCE N11°47'28"E, A DISTANCE OF 28.87 FEET; THENCE N35°49'22"E, A DISTANCE OF 38.87 FEET; THENCE N75°23'10"E, A DISTANCE OF 24.77 FEET; THENCE N49°49'34"E, A DISTANCE OF 59.61 FEET; THENCE N30°05'00"E, A DISTANCE OF 48.30 FEET; THENCE N20°56'31"E, A DISTANCE OF 22.62 FEET;

THENCE S69°03'29"E, A DISTANCE OF 83.86 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 22°55'04"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 28.00 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S43°41'10"W, A RADIAL DISTANCE OF 477.96 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 14°03'55", A DISTANCE OF 117.33 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N49°09'48"E, A RADIAL DISTANCE OF 219.24 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 20°58'11", A DISTANCE OF 80.24 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N25°43'44"E, A RADIAL DISTANCE OF 254.59 FEET; THENCE EASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 10°22'38", A DISTANCE OF 46.11 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S11°03'06"W, A RADIAL DISTANCE OF 51.06 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 73°06'46", A DISTANCE OF 65.16 FEET; THENCE S75°52'02"E, A DISTANCE OF 246.85 FEET; THENCE S53°12'40"E, A DISTANCE OF 90.19 FEET; THENCE N36°51'59"E, A DISTANCE OF 40.81 FEET; THENCE N53°08'01"W, A DISTANCE OF 8.00 FEET; THENCE N36°51'59"E, A DISTANCE OF 72.38 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 720.50 FEET AND A CENTRAL ANGLE OF 26°26'41"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 332.54 FEET; THENCE N10°25'18"E, A DISTANCE OF 352.12 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N38°06'46"E, A RADIAL DISTANCE OF 85.00 FEET; THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 135°48'50", A DISTANCE OF 201.48 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 18.50 FEET AND A CENTRAL ANGLE OF 61°06'45"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 19.73 FEET; THENCE N22°48'51"E, A DISTANCE OF 258.78 FEET; THENCE S67°00'55"E, A DISTANCE OF 63.00 FEET; THENCE S22°48'51"W, A DISTANCE OF 270.27 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S44°33'58"W, A RADIAL DISTANCE OF 85.00 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 118°09'51", A DISTANCE OF 175.30 FEET; THENCE S10°25'18"W, A DISTANCE OF 352.12 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 799.50 FEET AND A CENTRAL ANGLE OF 26°26'41"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 369.01 FEET; THENCE S36°51'59"W, A DISTANCE OF 565.25 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,229.00 FEET AND A CENTRAL ANGLE OF 43°59'12"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 943.52 FEET; THENCE S07°07'13"E, A DISTANCE OF 54.31 FEET; THENCE S82°52'47"W, A DISTANCE OF 8.00 FEET; THENCE S07°07'13"E, A DISTANCE OF 273.79 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,492.00 FEET AND A CENTRAL ANGLE OF 30°11'16"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 786.10 FEET; THENCE S66°55'57"E, A

DISTANCE OF 8.00 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N66°55'57"W, A RADIAL DISTANCE OF 1,500.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 05°55'12", A DISTANCE OF 154.99 FEET; THENCE S28°59'15"W, A DISTANCE OF 529.73 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,579.00 FEET AND A CENTRAL ANGLE OF 05°28'48"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 151.02 FEET; THENCE S34°28'03"W, A DISTANCE OF 450.12 FEET; THENCE N55°33'53"W, A DISTANCE OF 8.00 FEET; THENCE S34°28'04"W, A DISTANCE OF 276.51 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 571.00 FEET AND A CENTRAL ANGLE OF 44°27'47"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 443.11 FEET; THENCE S78°55'51"W, A DISTANCE OF 489.26 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,231.50 FEET AND A CENTRAL ANGLE OF 06°49'05"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 146.55 FEET; THENCE S04°15'04"E, A DISTANCE OF 8.00 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N04°15'04"W, A RADIAL DISTANCE OF 1,239.50 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 19°31'28", A DISTANCE OF 422.38 FEET; THENCE N74°43'37"W, A DISTANCE OF 17.46 FEET; THENCE N15°16'23"E, A DISTANCE OF 15.00 FEET; THENCE N73°34'52"W, A DISTANCE OF 25.00 FEET; THENCE N15°16'23"E, A DISTANCE OF 40.50 FEET; THENCE S74°43'37"E, A DISTANCE OF 25.00 FEET; THENCE N15°16'23"E, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.00 ACRES, MORE OR LESS.

**Exhibit A****Legal Description****DRAINAGE EASEMENT "A" LEGAL DESCRIPTION**

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

**MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

COMMENCING AT THE NORTHEAST CORNER OF TRACT L/U-7, BIRCHWOOD NEIGHBORHOODS B & C, AS FILED AND RECORDED IN PLAT BOOK 14, PAGES 67 THRU 73, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE S15°16'23"W, A DISTANCE OF 9.50 FEET; THENCE S74°43'37"E, A DISTANCE OF 17.46 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,168.50 FEET AND A CENTRAL ANGLE OF 11°03'44"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 225.60 FEET TO THE END OF THE CURVE, SAID POINT BEING THE POINT OF BEGINNING; THENCE N04°16'13"E, A DISTANCE OF 65.89 FEET; THENCE S86°08'46"E, A DISTANCE OF 20.00 FEET; THENCE S04°16'13"W, A DISTANCE OF 65.84 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N03°13'48"E, A RADIAL DISTANCE OF 1,168.50 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 00°58'51", A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.03 ACRES, MORE OR LESS.



**Exhibit A****Legal Description****DRAINAGE EASEMENT "B" LEGAL DESCRIPTION**

**A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 26 SOUTH, RANGE 32 EAST,  
OSCEOLA COUNTY, FLORIDA**

**MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE NORTHEAST CORNER OF TRACT L/U-7, BIRCHWOOD  
NEIGHBORHOODS B & C, AS FILED AND RECORDED IN PLAT BOOK 14, PAGES 67  
THRU 73, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE  
S15°16'23"W, A DISTANCE OF 9.50 FEET; THENCE S74°43'37"E, A DISTANCE OF 17.46  
FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,168.50 FEET  
AND A CENTRAL ANGLE OF 26°20'33"; THENCE EASTERLY ALONG THE ARC A  
DISTANCE OF 537.23 FEET; THENCE N78°55'51"E, A DISTANCE OF 73.37 FEET TO  
THE POINT OF BEGINNING; THENCE N35°34'45"W, A DISTANCE OF 70.62 FEET;  
THENCE N58°16'38"E, A DISTANCE OF 20.05 FEET; THENCE S35°34'45"E, A DISTANCE  
OF 78.39 FEET; THENCE S78°55'51"W, A DISTANCE OF 21.98 FEET TO THE POINT OF  
BEGINNING.**

**CONTAINING 0.03 ACRES, MORE OR LESS.**

**Exhibit A****Legal Description****DRAINAGE EASEMENT "C" LEGAL DESCRIPTION**

A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 26 SOUTH, RANGE 32 EAST,  
OSCEOLA COUNTY, FLORIDA

**MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

COMMENCING AT THE NORTHEAST CORNER OF TRACT L/U-7, BIRCHWOOD  
NEIGHBORHOODS B & C, AS FILED AND RECORDED IN PLAT BOOK 14, PAGES 67  
THRU 73, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE  
S15°16'23"W, A DISTANCE OF 9.50 FEET; THENCE S74°43'37"E, A DISTANCE OF 17.46  
FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,168.50 FEET  
AND A CENTRAL ANGLE OF 26°20'33"; THENCE EASTERLY ALONG THE ARC A  
DISTANCE OF 537.23 FEET; THENCE N78°55'51"E, A DISTANCE OF 489.26 FEET TO A  
POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 508.00 FEET AND A  
CENTRAL ANGLE OF 44°27'47"; THENCE NORTHEASTERLY ALONG THE ARC A  
DISTANCE OF 394.22 FEET; THENCE N34°28'04"E, A DISTANCE OF 394.38 FEET TO  
THE POINT OF BEGINNING; THENCE N52°53'12"W, A DISTANCE OF 119.21 FEET;  
THENCE N38°13'25"E, A DISTANCE OF 20.00 FEET; THENCE S52°53'12"E, A DISTANCE  
OF 117.90 FEET; THENCE S34°28'04"W, A DISTANCE OF 20.02 FEET TO THE POINT OF  
BEGINNING.

CONTAINING 0.05 ACRES, MORE OR LESS.

**Exhibit A****Legal Description****DRAINAGE EASEMENT "D" LEGAL DESCRIPTION**

**A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 26 SOUTH, RANGE 32 EAST,  
OSCEOLA COUNTY, FLORIDA**

**MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

COMMENCING AT THE NORTHEAST CORNER OF TRACT L/U-7, BIRCHWOOD NEIGHBORHOODS B & C, AS FILED AND RECORDED IN PLAT BOOK 14, PAGES 67 THRU 73, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE S15°16'23"W, A DISTANCE OF 9.50 FEET, THENCE S74°43'37"E, A DISTANCE OF 17.46 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,168.50 FEET AND A CENTRAL ANGLE OF 26°20'33"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 537.23 FEET; THENCE N78°55'51"E, A DISTANCE OF 489.26 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 508.00 FEET AND A CENTRAL ANGLE OF 44°27'47"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 394.22 FEET; THENCE N34°28'04"E, A DISTANCE OF 726.63 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,508.00 FEET AND A CENTRAL ANGLE OF 05°28'48"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 144.23 FEET; THENCE N28°59'15"E, A DISTANCE OF 122.82 FEET TO THE POINT OF BEGINNING; THENCE N59°48'12"W, A DISTANCE OF 168.77 FEET; THENCE N31°42'28"E, A DISTANCE OF 20.01 FEET; THENCE S59°48'12"E, A DISTANCE OF 167.82 FEET; THENCE S28°59'15"W, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

**CONTAINING 0.08 ACRES, MORE OR LESS.**

**Exhibit A****Legal Description****DRAINAGE EASEMENT "E" LEGAL DESCRIPTION**

**A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 26 SOUTH, RANGE 32 EAST,  
OSCEOLA COUNTY, FLORIDA**

**MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

COMMENCING AT THE NORTHEAST CORNER OF TRACT L/U-7, BIRCHWOOD NEIGHBORHOODS B & C, AS FILED AND RECORDED IN PLAT BOOK 14, PAGES 67 THRU 73, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE S15°16'23"W, A DISTANCE OF 9.50 FEET, THENCE S74°43'37"E, A DISTANCE OF 17.46 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,168.50 FEET AND A CENTRAL ANGLE OF 26°20'33"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 537.23 FEET; THENCE N78°55'51"E, A DISTANCE OF 489.26 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 508.00 FEET AND A CENTRAL ANGLE OF 44°27'47"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 394.22 FEET; THENCE N34°28'04"E, A DISTANCE OF 726.63 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,508.00 FEET AND A CENTRAL ANGLE OF 05°28'48"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 144.23 FEET; THENCE N28°59'15"E, A DISTANCE OF 529.73 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,429.00 FEET AND A CENTRAL ANGLE OF 12°36'26"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 314.43 FEET TO THE END OF THE CURVE, SAID POINT BEING THE POINT OF BEGINNING; THENCE N62°08'32"W, A DISTANCE OF 170.48 FEET; THENCE N29°22'07"E, A DISTANCE OF 20.01 FEET; THENCE S62°08'32"E, A DISTANCE OF 165.74 FEET; THENCE S15°58'14"W, A DISTANCE OF 20.44 FEET TO THE POINT OF BEGINNING.

**CONTAINING 0.08 ACRES, MORE OR LESS.**

**Exhibit A****Legal Description****DRAINAGE EASEMENT "F" LEGAL DESCRIPTION**

**A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 26 SOUTH, RANGE 32 EAST,  
OSCEOLA COUNTY, FLORIDA**

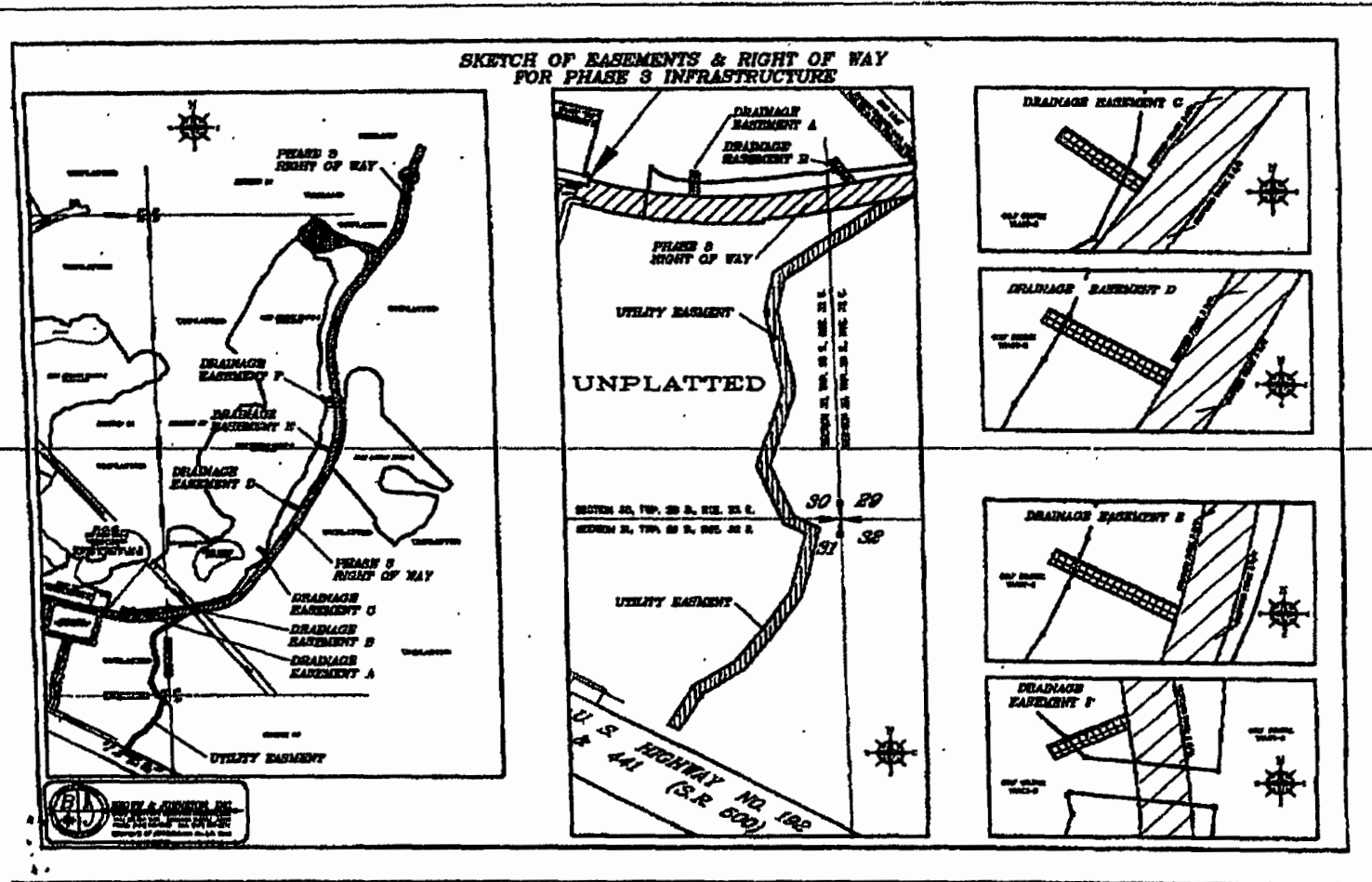
**MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

COMMENCING AT THE NORTHEAST CORNER OF TRACT L/U-7, BIRCHWOOD NEIGHBORHOODS B & C, AS FILED AND RECORDED IN PLAT BOOK 14, PAGES 67 THRU 73, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE S15°16'23"W, A DISTANCE OF 9.50 FEET; THENCE S74°43'37"E, A DISTANCE OF 17.46 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,168.50 FEET AND A CENTRAL ANGLE OF 26°20'33"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 537.23 FEET; THENCE N78°55'51"E, A DISTANCE OF 489.26 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 508.00 FEET AND A CENTRAL ANGLE OF 44°27'47"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 394.22 FEET; THENCE N34°28'04"E, A DISTANCE OF 726.63 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,508.00 FEET AND A CENTRAL ANGLE OF 05°28'48"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 144.23 FEET; THENCE N28°59'15"E, A DISTANCE OF 529.73 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,429.00 FEET AND A CENTRAL ANGLE OF 36°06'29"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 900.56 FEET; THENCE N07°07'13"W, A DISTANCE OF 16.85 FEET TO THE POINT OF BEGINNING; THENCE S63°53'32"W, A DISTANCE OF 99.11 FEET; THENCE N27°22'36"W, A DISTANCE OF 20.00 FEET; THENCE N63°53'32"E, A DISTANCE OF 106.43 FEET; THENCE S07°07'13"E, A DISTANCE OF 21.15 FEET TO THE POINT OF BEGINNING.

**CONTAINING 0.05 ACRES, MORE OR LESS.**



# Exhibit A



# **Section 5**

## **Consent Agenda**

# **Section 5A**

## **Minutes**

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Present and constituting a quorum were:

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

*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.*

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

SECOND ORDER OF BUSINESS	Audience Comments
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Mr. Sean Neale stated I have a comment on something I think is a bit controversial that was on Facebook recently, which is the request that all of us received to start mowing the District-owned tract in front of our homes. I think enough people have raised the question regarding the legality of that where perhaps it is something District Legal Counsel can comment on so that we can understand the legal basis, first, for being asked to do that. The

44 other point I wanted to raise is a similar subject regarding the patch of grass in front of my  
45 house. I emailed the District quite a few months ago. I think it was Mr. Perez who was very  
46 quick to organize quotes to see what the cost would be to replace it. That was presented to  
47 the Board, and it was very expensive, so I understand why it was rejected. But then it seems  
48 to have been brought about since then. With this new subject of who is responsible for  
49 maintaining it, I am curious to know the next steps. In my opinion, it is not just a case of  
50 replacing it or leaving it, but about seeding it, which is much more cost effective that would  
51 improve it, because it is really looking quite bad. I was in front of my house yesterday  
52 taking photographs of Harmony decorations, trying to actively avoid picking it up in  
53 photographs because it looks so bad. Any thoughts on that would be appreciated.

54 Ms. Kassel stated we will be discussing that issue tonight.

55 Mr. Gregory Noble stated thank you everyone for the service you have given over the  
56 years. I have three items. First, specifically thank you to Ms. Kassel for reaching out to me  
57 individually. Whenever we have private communication, it is better than publicly on social  
58 media. Second, I reached out four days this week to our representation for the District, and  
59 I have not received a call back. Ms. Montagna, please check messages. This is not a  
60 personal attack, but I have been reaching out every single day.

61 Ms. Kassel asked what email address are you using?

62 Mr. Noble stated I have been calling the District office, so the phone number that was  
63 on the letter regarding maintenance of the easement. I have not received a call back.

64 Ms. Montagna stated I have had meetings, and we were going to discuss it tonight. I  
65 apologize for not getting back with you. I will definitely look and see what messages I  
66 have.

67 Mr. Noble stated thank you. As the Board discusses the issues that we heard about the  
68 easement, a couple things I want to make sure I can voice. One, is the overall concern of  
69 inconsistency. I have no problem maintaining the yard in the easement, but if I do one  
70 height and someone else does another height and someone across the street does another  
71 height, it is inconsistent and will not look well. Please take that into consideration,  
72 especially with some of our concerns about the main entrances that we have had for some  
73 time. I have pride saying I get to live in this community. Let us talk about that. I have  
74 concerns about the enforcement of the maintenance. If my neighbor does not but I do, what  
75 is that going to look like for liability and making sure that happens for consistency. What



76 is going to happen with the leaves that need to be picked up when we get to that time of  
77 year, which is maybe coming really soon? Who is responsible for that? Who is going to be  
78 responsible for sod replacement, fertilizing, not fertilizing, weeding? Will that fall on the  
79 homeowner? With the shaded areas, it will look very inconsistent if that sod is not all being  
80 maintained consistently. It could be \$1,000 or \$2,000; we are not sure. Who is that going  
81 to fall on, and how are we going to do that? The other part is, I would like to hear or see at  
82 some point what we are really saving by doing this, if we decide to keep this. I am aware  
83 but do not know if it is a fact that our costs for the Servello & Sons (“Servello”) contract  
84 went up. If they went up, what are we saving by doing this, and what are we getting out of  
85 it? Another question I do not know for sure, but a lot of us as owners on the boulevards  
86 pay more. Maybe not, and if we do not, then scratch my comment. If we do pay more, then  
87 what are we getting out of this? With the inside streets, some decisions have been made  
88 through the years where they can change the groundcover, so sod is not on the easements.  
89 I do not know what it is called, but they have changed out the sod to some other  
90 groundcover, so they do not need to have grass there. That way it would be more consistent.  
91 Also, decisions have been made over the years for inside streets that have some paver  
92 walkways. Again, if that happens on boulevard streets, we will have some major  
93 inconsistencies as we go through the main view of our neighborhood. I think you for your  
94 service. I know not everyone wants to do this, but I implore you to make the right decision  
95 for the look of our community. I have no problem paying for it, but make sure it looks  
96 right.

97 Ms. Marilyn Ash-Mower stated I understand the reasoning why the boulevard, as we  
98 call it, is where you cut the grass because the investors did it so that it looked nice for them.  
99 Their houses are built, and they are no longer here. Everyone in the rest of the community  
100 paid twice now to have their lawns cut. We pay to have landscapers come do our lawns,  
101 but through our operation and maintenance (“O&M”) assessment, we also pay to have the  
102 boulevards done. I do not think that is quite fair. It is a strip of that which is about five feet.  
103 I do not see why they cannot have their landscapers simply come and do that strip of land  
104 because the rest of the residents in the neighborhood take care of theirs. Like Mr. Noble  
105 said, it is inconsistent. The house next to me has groundcover, and I have grass, but that is  
106 due to the builders when they built the houses. They put in groundcover, and the  
107 homeowner continued with it. I understand the dilemma.

**THIRD ORDER OF BUSINESS** **Consent Agenda**

**A. Minutes for the September 29, 2022, Regular Meeting and October 6, 2022, Continued Meeting**

Ms. Kramer stated the meeting from September 29, 2022, due to Hurricane Ian was continued to October 6, 2022 and completed on that date.

Ms. Montagna stated Ms. Kassel sent in one change, and Ms. Kramer sent in changes, which will all be reflected in the final minutes that are posted on the website. I will ask the minutes be approved as amended.

**B. September 2022 Financial Statements**

**C. September 2022 General Ledger Detail**

**D. #269 Invoices and Check Register**

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

Ms. Kramer stated I have a couple questions on the general ledger, which we will review in more detail later, but I wanted to note if you look through the invoice and expenditure report, sometimes you will see a duplicate. I double checked in Avid, and we did not pay them twice. I wanted to clarify that.

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

**FOURTH ORDER OF BUSINESS** **Contractors' Reports**

**A. Servello & Sons**

Mr. Betancourt stated we are into our bye week already, which means mowing is done every two weeks. The crews are working in the Greens neighborhood, cleaning the pocket parks. I have a question from the last meeting. The Board discussed Clay Brick Road and the resodding proposal.

Ms. Montagna stated I never received the proposal.

Ms. Kramer stated we need to figure out the irrigation.

Mr. Betancourt stated that is not a problem. The District owns parcel U-2 on that side, which is where the valves are. They are on District property. All I have to do is locate it, unlock it, and you have water. So you could resod Clay Brick Road if you want.

Ms. Kramer stated at the last meeting, we discussed whether or not it was a watering issue. Some of the grass is still nice and green, but we have spotty brown spots. We have made sure it is not a pest issue?

147 Mr. Betancourt stated no, it is not. That Clay Brick Road area is connected to clock 2,  
148 which is still not on your land, and it is still locked.

149 Ms. Kramer asked but you will be able to get irrigation?

150 Mr. Betancourt stated I can bypass the clock, isolate the valve, put a little clock on it to  
151 control just that valve, put a timer on it, and whenever it goes off, it will water Clay Brick  
152 Road.

153 Ms. Kassel stated that area is not due to foot traffic or people getting in and out of their  
154 cars.

155 Mr. Betancourt stated the only area matted down is at the tunnel where kids cut across  
156 that grass area. Honestly, I would leave it like that because you cannot control the kids.

157 Ms. Kramer stated it is also not car exhaust from people idling.

158 Mr. Betancourt stated no.

159 Ms. Kramer stated I know we had that problem on Cupseed Lane.

160 Mr. Betancourt stated I sent staff over there to see if it has any bugs or anything, but he  
161 said it was just dry. The clock, for some reason, is not turning on. All that back area at the  
162 tunnel is not getting water.

163 Ms. Kramer asked now that we have the watering situation, you will bring back a  
164 proposal for that?

165 Mr. Betancourt stated yes. I will measure it. Some areas start and you walk halfway  
166 down because what is left of the sod is not much. Everything else is weeds. I will remeasure  
167 and resubmit the proposal. The irrigation will be separate from the weeding because we  
168 have to turn it on, see what is broken, fix it, and then install the sod. I will provide an  
169 irrigation proposal and a sod proposal.

170 Ms. Montagna asked you will provide that to me before the November agenda package  
171 goes out?

172 Mr. Betancourt stated yes.

173 Ms. Kassel asked you are mowing the dog parks?

174 Mr. Betancourt stated we are still going to do that.

175 Ms. Kassel stated the tropical chickweed we discussed and all the sticky seeds, it has  
176 already gone to seed. We talked last time about applying some sort of herbicide or  
177 something to get rid of the tropical chickweed and posting signs in the dog parks for people  
178 not to go in during that time.

179 Mr. Betancourt stated it is like any other weed killer they use. Once it is dry, you can  
180 go in the park. We will post signs. If you want to close the dog park for an hour or two that  
181 day, I can let Mr. Morrell know when the guys will be here. We have not finished Harmony  
182 yet because one guy is on vacation. He will be back next week. I can tell him to call Mr.  
183 Morrell when he has sprayed the dog park, put a temporary lock on it, and come back in a  
184 couple hours to open it up again.

185 Ms. Kassel asked what about the tree that split on Beargrass Road to Cat Brier Trail?

186 Mr. Betancourt stated I told Mr. Perez that I will send a proposal for replacing it.

187 Ms. Kassel asked do we need to replace it?

188 Mr. Perez stated with the damage on that tree, it will not survive. With the scarring on  
189 the trunk, it will fail.

190 Ms. Kassel asked can we paint it with the preventative?

191 Mr. Perez stated no. We can try, but I think that is an old wives tale.

192 Ms. Montagna asked do you mean painting them white from the bottom up? I thought  
193 that was just aesthetics.

194 Ms. Kassel stated no, there is something we can paint on it.

195 Ms. Kramer stated it is a black, tar-like something they used to use.

196 Ms. Kassel stated I thought there was something else they can apply.

197 Mr. Perez stated you can leave it until it fails, if you want.

198 Mr. Betancourt stated it is up to you.

199 Ms. Kassel stated there is some substance they can apply that will help prevent disease  
200 from getting in.

201 Ms. Kramer stated we might want to reach out to Mr. Stacy Strickland about this and  
202 have him come check it.

203 Ms. Kassel stated yes. Can we ask the District Manager to do that?

204 Ms. Montagna stated yes, I will ask him to come out and evaluate the tree.

205 Ms. Kassel stated whether we should replace it now or whether we should wait or what  
206 we should do, or any other options.

207 Ms. Kramer stated then convey to Servello so they can submit a proposal. That can  
208 probably go through your authorization.

Mr. Betancourt stated what is left of the tree, I personally would not charge you. I would just cut it and then charge you for a new tree if that is the way you go. What is left are two branches.

Ms. Kramer stated we have a plan.

Ms. Montagna stated I have received a lot of phone calls over the past week about weeds. Being that Servello is going bi-weekly, is this going to be an opportunity for you to clean up the weeds?

Mr. Betancourt stated yes, definitely.

Ms. Kramer stated they have gotten quite out of control, and a lot of them will need to be hand pulled because they are growing up through the shrubs and plants.

Mr. Betancourt stated this is our time to catch everything up.

## **FIFTH ORDER OF BUSINESS                      Staff Reports**

Ms. Kramer stated I will ask that we swap items 5A, Field Manager Report, and 5B, Field Proposals, so we can make the best use of Mr. Betancourt's time.

### **A. Field Proposals**

- i. Enviro Tree Service #7308, Remaining Interior Tree Trimming from 2021**
- ii. Servello #7122, Entire Interior Trees**
- iii. Servello #7185, Remaining Interior Tree Trimming from 2021**
- iv. BrightView #464255, Remaining Interior Tree Trimming from 2021**

Ms. Kramer stated four proposals deal with interior tree trimming. Enviro Tree Services provided a proposal to trim the remainder of the interior trees leftover from 2021 tree trimming that had to be stopped. We received a similar proposal from Servello, and he provided an amended proposal. The amount is \$11,428.75. Enviro Tree for the same amount of work is \$29,040. Then Servello also provided, because it is coming up on another tree trimming time for the entire interior, a proposal for that in the amount of \$28,600 to do all the interior trees that need to be trimmed. BrightView did the same. They went through tree by tree and did a complete inventory. Their initial proposal, which included all the interior streets including two County-owned streets—Cordgrass Place and Dark Sky Drive in Greens—was \$21,600, which includes cutting the branches that are up against the buildings. If you remove the County right-of-way roads on Cordgrass Place and Dark Sky Drive, it would be \$18,810. The question is, do we just finish up what we left undone, or do we go ahead with a full interior tree trimming to bring it up? It is only four or five months before we would be doing that anyway.



243 Ms. Kassel stated we have two proposals from Servello. Does the more-expensive  
244 proposal include the work that would be done in the recently reduced balance from the  
245 previous trimming? Or would it be in addition?

246 Ms. Kramer stated my understanding is it is included in the reduced balance.

247 Mr. Betancourt stated yes.

248 Ms. Kramer stated I think it is the entire trimming.

249 Mr. Betancourt stated it is for the entire neighborhoods.

250 Ms. Kassel asked the entire interior?

251 Mr. Betancourt stated yes.

252 Ms. Kassel stated the proposal for \$28,600 says it includes a price increase from  
253 \$22,400 to \$28,600 due to the tree size changing each year. It is to lift and thin all hardwood  
254 trees throughout the community that are not under the current contract. To me, that says it  
255 does not include the new \$11,000+ revised proposal. It sounds to me like they are separate.

256 Mr. Betancourt stated no, they are not. That one proposal was for the remaining trees  
257 that did not get trimmed last year. If you go with this proposal for \$28,600, that will be for  
258 all the trees.

259 Ms. Kramer stated it is for all the trees that are not in the parks or on the boulevards.

260 Mr. Betancourt stated that is correct.

261 Ms. Kramer stated to make it a little easier, proposal #7308 from Enviro Tree Service  
262 and proposal #7185 from Servello include the same scope and the same group of trees,  
263 which is to finish the trees from 2021. Proposal #7122 from Servello and #464255 from  
264 BrightView would include the entire interior tree trimming for those trees that require or  
265 are in need of trimming. Servello is \$28,600, and BrightView without the County rights-  
266 of-way is \$18,810.

267 Ms. Kassel asked does the Servello proposal include the County rights-of-way?

268 Ms. Kramer stated I do not think so. Typically they have not done them in the past.

269 Mr. Betancourt asked which County rights-of-way?

270 Ms. Kramer stated Cordgrass Place and Dark Sky Drive.

271 Mr. Betancourt stated the proposal includes those streets.

272 Ms. Kassel asked BrightView is \$28,000?

273 Ms. Kramer stated no, to compare apples to apples, Servello's proposal for entire inside  
274 tree trimming including Cordgrass Place and Dark Sky Drive in Greens, from what I am

275 understanding, is \$28,600. The same proposal from BrightView is \$21,600, so it would be  
276 a \$7,000 difference.

277 Mr. Betancourt stated I am going by what they did last year. They did include Dark  
278 Sky Drive, which is the District's, even from the houses. I looked it up.

279 Ms. Kramer stated not when it goes into Greens.

280 Mr. Betancourt asked where is Greens?

281 Ms. Kramer stated the ones that are across from the school and back up to the pond.

282 Mr. Leet stated it is basically the entire length of Dark Sky Drive, so neighborhood F.

283 Ms. Kramer stated that back.

284 Mr. Betancourt stated yes, that is the District's.

285 Ms. Kramer stated no, it is not. It is County owned from edge of sidewalk to edge of  
286 sidewalk.

287 Mr. Betancourt stated I counted those because I looked at the real estate maps, and from  
288 curb to sidewalk down the whole strip, those trees are owned by the District.

289 Mr. Leet stated not that portion.

290 Ms. Kramer stated I beg to differ. If you included them, we know what you bid on.

291 Ms. Kassel stated it is a \$7,000 difference, and we are wondering if Mr. Betancourt can  
292 match BrightView's price.

293 Ms. Kramer stated I will make a motion to approve the proposal from BrightView.  
294 They are a new vendor. We have had trouble with Servello's tree trimming in the past.

295 Mr. Leet asked does the management company have experience with BrightView in  
296 other districts?

297 Ms. Montagna stated yes, they have been around for a long time, just like Servello. We  
298 have worked with BrightView, and they are maintaining Celebration currently. Tree  
299 trimming is a little different. It is obviously bigger and phased in. They have been  
300 responsive. Has Mr. Perez received any complaints yet?

301 Mr. Perez stated no.

302 Ms. Kramer stated they do bring a lift in, is my understanding, and they pull it away  
303 from the homes, which is something we missed with Servello. Do we want to include Dark  
304 Sky Drive and Cordgrass Place?

305 Mr. Leet asked which proposal is the motion for, the remaining trees for 2021 or the  
306 entire community?

307 Ms. Kramer stated my motion would be for \$18,810, and we can revisit the areas that  
308 are on County rights-of-way. We do not currently have an interlocal with the County to  
309 maintain those. I do not think they would be upset if we chose to go in and maintain those,  
310 but I think it is important that we have that agreement before we enter into it. My motion  
311 is for all the interior tree trimming except Cordgrass Place and Dark Sky Drive, and pulling  
312 the trees away from houses.

313  
314 Ms. Kramer made a MOTION to approve proposal  
315 #464255 from BrightView for all interior tree trimming  
316 excluding Cordgrass Place and Dark Sky Drive, in the  
317 amount of \$18,810.  
318 Mr. Leet seconded the motion.

319  
320 Ms. Kassel asked what if we were to approve the one that included Cordgrass Place  
321 and Dark Sky Drive, pending an interlocal agreement? Perhaps we can get that interlocal  
322 agreement done with alacrity so that it was in place by the time they got to this.

323 Ms. Montagna stated I do not know that we would need an interlocal agreement, but at  
324 a bare minimum, we could get a maintenance agreement with the County for those trees.

325 Mr. Haber stated yes, if the District wants to maintain property on a County right-of-  
326 way, generally speaking, that is a fairly common occurrence throughout the State. I would  
327 say the County will have some form of document they will typically enter into with the  
328 District that allows the District to perform a greater level of maintenance to that property  
329 than the County would otherwise do on its own. I cannot speak specifically as to what  
330 Osceola County requires or enters into, but certainly it is something I imagine would not  
331 be a first for Osceola County and would be an arrangement the District could enter into.

332 Ms. Montagna stated it is typically a maintenance agreement. Ms. Kramer is able to  
333 amend the motion if she chooses.

334  
335 Ms. Kramer AMENDED the motion to approve proposal  
336 #464255 from BrightView for all interior tree trimming  
337 including Cordgrass Place and Dark Sky Drive in Greens, in  
338 the amount of \$21,600, subject to entering into an agreement  
339 with Osceola County for maintenance of trees on Cordgrass  
340 Place and Dark Sky Drive. If unable to enter into the  
341 maintenance agreement with Osceola County within a  
342 month, then the motion is to approve proposal #468120 from  
343 BrightView for all interior tree trimming only on District  
344 rights-of-way, in the amount of \$18,810.  
345

Mr. Leet seconded the amendment.

Discussion ensued regarding a Board member abstaining from the vote on this motion.

Mr. Leet stated I have been looking at hiring a tree service for my house, and the result of this would be one less tree on my property. It would be a very small financial benefit as the result of a vote.

Ms. Kramer stated I believe all of us have inside trees, so Mr. Leet is good to vote.

Mr. Haber stated I did not hear the full discussion on the choice to abstain. Florida law requires a vote unless there is a conflict that would prevent the vote. I did not hear the background on the reason to abstain.

Mr. Leet stated I am looking to get my trees trimmed, and this would be one less.

Ms. Montagna stated I do not think there is a conflict.

Ms. Kramer stated Mr. Leet is good to vote because we all have trees and would end up abstaining.

Ms. Phillips stated Mr. Leet is on Dark Sky Drive.

Mr. Leet stated yes, which is not currently receiving a benefit.

Ms. Phillips stated yes, but the County would do it.

Upon VOICE VOTE, with all in favor, unanimous approval was given to proposal #464255 from BrightView for all interior tree trimming including Cordgrass Place and Dark Sky Drive in Greens, in the amount of \$21,600, subject to entering into an agreement with Osceola County for maintenance of trees on Cordgrass Place and Dark Sky Drive. If unable to enter into the maintenance agreement with Osceola County within a month, then the motion is to approve proposal #468120 from BrightView for all interior tree trimming only on District rights-of-way, in the amount of \$18,810.

Ms. Kramer stated if we are going to trim Cordgrass Place and Dark Sky Drive in Greens, which are County owned, we also have two other County owned that are not gated, which are Feathergrass Court and Middlebrook Place. If we can also reach out, we have the ability to do a limited change order. I would like us to speak with BrightView about what it would cost to add those two streets.

Ms. Kassel stated yes. The maintenance agreement should include those two streets, also.

383 Ms. Montagna stated we will work on that right away.

384 **v. Proposal for Clay Brick Road Area**

385 Ms. Kramer stated we mentioned Clay Brick Road area earlier.

386 Ms. Montagna stated we will be providing two proposals for November: irrigation, and  
387 sod.

388 Ms. Kramer stated yes.

389 **B. Field Manager Report**

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

392 Mr. Perez stated I received an interesting email today, finally a follow-up from  
393 Advantage Golf Carts ("Advantage") on the Umax. It is bad news, unfortunately. Yamaha  
394 only made so many this year and has stopped producing the Umaxes. Unfortunately, the  
395 Umax that was ordered for here is one that they are not producing this year. We are not  
396 getting the Umax, as discussed. Advantage has sent over additional quotes that were not in  
397 the agenda package, but I will include them next month. I was also able to contact Toro on  
398 three different types: lithium ion, wet cell battery (normal battery power), and a gas-  
399 powered cart. Westco is the only authorized Toro dealer in the State of Florida, with  
400 Jacksonville, Lake Mary, and Sarasota locations. I reached out to them regarding  
401 governmental purchases through GSA. We do not qualify, from what they are telling us,  
402 but we can research that more.

403 Ms. Kramer asked do they have a State contract?

404 Mr. Perez stated they are the only authorized distributor in the State of Florida. They  
405 do all their work. Westco does all their stuff with Disney. From what this sales  
406 representative told me, and he is providing me with quotes, all three types of carts are one  
407 year out. I was able to get a quote, after the agenda package went out, from Global Turf.  
408 They have a couple used pieces. We can get two used Cushman carryall-type carts. They  
409 are gas powered, but we can get two of them used from 2018 for about \$10,000, combined.  
410 A new one is about \$13,000. The Umax we were looking at is about \$15,000. All this will  
411 be addressed in the next agenda, but I wanted to give you this update from Yamaha on the  
412 unfortunate news on the Umax.

413 Ms. Kramer asked have we received checks for the two? One was stolen and one was  
414 wrecked.

415 Mr. Perez stated I have not seen checks yet.

416 Ms. Kramer stated we received the check for damage to the bathhouse, but not the  
417 deductible check.

418 Ms. Montagna stated that is correct.

419 Mr. Perez stated I also followed up with Polaris on the warranty that we are supposed  
420 to be reimbursed for, and I have not received any further information since they said they  
421 will honor the warranty. We should be getting a check for that, as well. Polaris is not  
422 moving forward with the engine replacement. They are not budging on that.

423 Ms. Kramer stated but we are getting the check back.

424 Mr. Perez stated yes, for the warranty. The contact I have has not responded back yet,  
425 but I have his email where he says they are honoring the warranty. That helps.

426 Ms. Kramer asked have you had a chance to contact the governmental services  
427 maintenance staff about what they would charge us for an engine replacement?

428 Mr. Perez stated no, but I can.

429 Ms. Kramer stated I will ask you to bring that back with the other information.

430 Mr. Perez stated yes.

431 Mr. Morrell stated regarding the splash pad, the water pumps are still on backorder. I  
432 was speaking with Andrew from Spies Pool today, and they are putting pressure on their  
433 vendor to get the water pumps in a timely manner. They will sign the agreement we sent  
434 to them, and I will receive it tomorrow.

435 Ms. Kassel asked that is an agreement our attorney has prepared?

436 Mr. Morrell stated that is correct.

437 Ms. Kramer asked we will receive the water pump tomorrow?

438 Mr. Perez stated no, the signed agreement.

439 Ms. Kassel asked what is the estimated time of arrival ("ETA") on the pump and  
440 installation?

441 Mr. Perez stated the pump is backordered, and we have not received an ETA from Spies  
442 Pool.

443 Ms. Kramer stated I am concerned. The Spies Pool proposal said they could get one  
444 the next day.

445 Mr. Perez stated I will need to double check that.

446 Ms. Kramer stated that is one of the reasons their proposal was so attractive.



447 Mr. Morrell stated Andrew is saying he is putting pressure on them because it is not  
448 normal. I will call him tomorrow.

449 Ms. Kramer stated I am hesitant. I will ask Mr. Haber to make sure there is a time  
450 deadline in the contract. If someone else can get a pump and put it in, which is questionable,  
451 I do not want to be waiting indefinitely, like we have been for the Umax.

452 Ms. Montagna asked should we look at other vendors before the contract is signed?  
453 Will it have any bearing when Spies Pool signs that contract with no stipulation? They have  
454 been reviewing it, which is why we do not have it signed yet.

455 Mr. Haber stated I will have to look at the agreement; I do not have it in front of me.  
456 Just to make sure I understand the facts we are dealing with, we have given them the  
457 agreement, but it has not yet been signed. So presently we do not have any contractual  
458 obligations one way or the other.

459 Ms. Montagna stated that is correct. Before we enter into that contract, if this is  
460 something we do not want to be tied to, then should we look at other vendors before the  
461 contract is executed? Once it is executed, I do not know that we will have the autonomy to  
462 go with someone else because we have waited too long. That is my question.

463 Mr. Haber stated I will have to look at the terms of the agreement to see if it has that  
464 specified.

465 Mr. Leet stated the agreement was in the last agenda. It says, "Please note: new pump  
466 is currently in stock locally with a one-day lead time for impellor trimming. Price is good  
467 for 30 days from date on quote." I am not an attorney, but I do not see that they guarantee  
468 they will be installing it within a certain number of days upon signing the contract.

469 Ms. Montagna stated we will review the contract with Spies Pool. If that language is  
470 not in it, then if the Board wants to go in that direction, I will pull that contract from Spies  
471 Pool and see if we can get the pump from someone else.

472 Ms. Kassel stated or at least amend the contract so it includes that.

473 Mr. Haber stated this is a contract our office prepared, so I just need to look at it. We  
474 typically include a delivery timeframe, but not always. I need to look and see if it was  
475 included in the form of agreement we are presently waiting on to be signed.

476 Ms. Kramer stated thanks. Our vote last month was not specifically for Spies Pool, so  
477 we have some room this next month to work with it if we can find someone.

478 Ms. Montagna stated yes, I want to do that before they execute the contract.

479 Ms. Phillips asked how big is the pump? Is it large? Will it fit in a suitcase?

480 Mr. Perez stated it is 25 horsepower, so it is a big pump.

481 Ms. Phillips stated if we can find it somewhere else, I would have offered to go get it,  
482 but not one that big. My golf cart guy had a used Umax, and he sold it the day before I  
483 talked with him about that. I asked him to keep an eye out, but I do not know if we are  
484 permitted to buy from small vendors, like he would be.

485 Ms. Kramer stated yes, we can, so keep your eyes out.

486 Ms. Phillips stated then we should all put out the word.

487 Ms. Kassel stated I wanted to come back after this discussion to the two used Umaxes  
488 for \$10,000 and see if that is a viable option.

489 Mr. Perez stated they are not Umaxes; they are Cushman and gas powered. They are  
490 more like golf course maintenance carts. They are not going to be electric powered, but we  
491 talked at the last meeting that we may have to look at gas, due to the fact that everything is  
492 taking so long to manufacture and get out. Going back to the splash pad pump, I will add  
493 that Celebration had a failed pump for a canal, and it took three months to receive. The  
494 supply chain on stuff like this is delayed. If they had one in stock, we will follow up and  
495 see if it is still there. I am cautioning you that if we stop the process and we start it again  
496 with someone else, it may be an even longer delay in getting this pump for the splash pad.  
497 Some of these are manufactured overseas, and they are shipped over.

498 Mr. Morrell stated the two vendors I was working with to get the estimates said the  
499 same thing. One said it will be hard to get the specification of the water pump for this kind  
500 of splash pad. Then Spies Pool said they could get it quickly.

501 Ms. Phillips stated they said they had to do some impellor trimming, so I do not think  
502 they had the right one, anyway.

503 Mr. Morrell stated that is because this water pump has no replacements. It is a dinosaur.

504 Ms. Phillips asked are we required to offer a splash pad in our community?

505 Ms. Kramer stated no, we are not required to, but it is a facility that our residents really  
506 enjoy.

507 Ms. Phillips stated after the hurricane, so many places need things. If we keep it closed  
508 for another three months, it is not against any kind of rule.

509 Ms. Kramer stated we will continue trying to get it and do our best.

510 Ms. Phillips stated it will be hard because everyone is scrambling for things.

511 Mr. Morrell stated for the Swim Club, the heater was off during the summer, and when  
512 we put it back on, I ran it in test mode to see how it was improving the temperatures, from  
513 low to high. The first week had basically no change. The second week, I had my staff do a  
514 deep backwash of the filters because months ago when I started working here, this vendor  
515 said it probably needed a backwash.

516 Ms. Kramer asked did the backwash fix it?

517 Mr. Morrell stated no. I did it one week just to see. The third week, I proceeded to call  
518 the vendor. He was working today, so at 4:00 I saw the heater go from 75° to 81°, which  
519 was LP5.

520 Ms. Kramer asked is it working or not?

521 Mr. Perez stated they should have it fixed today.

522 Mr. Morrell stated the person from AAA came today regarding the basketball court,  
523 and they fixed the ripples. It is now open for residents to use the court.

524 Mr. Perez stated for the benefit of the audience, the ripples were not from anything the  
525 contractor did; the ripples were existing. They pressure washed and cleaned the court. They  
526 thought when they put the acrylic on that it would solve that issue, but it did not. He said  
527 he could not keep pouring more acrylic or keep applying more coats because it would have  
528 made the court uneven in that spot. He came back and ground out the ripples in the concrete  
529 and put new acrylic on the top, which will lead into our other discussion regarding the  
530 basketball court and resurfacing that took place. I believe the Board had some questions  
531 and wanted to discuss it on what we should do going forward.

532 Ms. Kassel stated there is ponding on the court. Mr. Leet has a picture to share on the  
533 Zoom screen. We have known for a long time that the original laying of the concrete for  
534 the basketball court was faulty and there had been ponding issues pretty much since it was  
535 installed. I am the only Board member who has longevity on the Board to know what  
536 happened in the past. We also have known in the past that the only way to correct that is to  
537 rip the whole thing out and re-lay the concrete with a 1-inch slope so the water drains off.  
538 That is a very expensive proposition. It is one of the reasons the previous Boards did not  
539 take any action on doing anything with the basketball court, including repainting it, because  
540 it felt like we were just putting lipstick on a pig. My feeling is, it is not a happy thing to  
541 still have ponding. We thought there would be patching work that would reduce ponding,  
542 but apparently, that has not been the case. The contract did not guarantee that there would

543 not be ponding if the slope was less than one inch. The only thing that we had to go on was  
544 that we were supposed to be informed beforehand before they painted the court if the court  
545 did not have the one-inch slope. We were not informed, but in any case, what would we  
546 do? We would have to rip it out and replace it.

547 Ms. Kramer stated that is not necessary. It is true that we could have chosen to not go  
548 forward with the resurfacing. In the contract, in addition to the 1% slope note, there is also  
549 a statement of the process that the contractor was going to go through to repair as much  
550 ponding as possible. That was to flood the court, to allow the court to sit in open sun for  
551 one hour, and then to measure the ponding areas. In the ponded areas that had more than  
552 one-eighth inch of water, then concrete leveler would be added to bring those up prior to  
553 the acrylic being put down. My understanding is, they did do some of that. They put some  
554 leveler down, but it appears that not enough leveler was put down because as you can see  
555 from the photograph, we have significant ponding right at the center of the court. At the  
556 one end of the court closest to Schoolhouse Road, there is quite a deep ponding area. We  
557 have done some research and some measurements. We were out there doing elevations  
558 across the court in those particular areas. We have a graph that shows some of the problems  
559 that we see. In the two bottom graphs, the higher one is a cross-section of the center line  
560 of the court from side to side. You can see where the ponding area is. With the addition of  
561 more leveler, we should have been able to get much less ponding. In the agreement, the  
562 acceptance was that they would only be required to fill the areas that were deeper than one-  
563 eighth inch. It is a given that at points in the basketball court, we will have at least one-  
564 eighth inch of ponding. However, in this particular area, we have more than the one-eighth  
565 inch of ponding. In fact, through the center of the court, when you take away the one-eighth  
566 inch allowance, we have basically a one-quarter inch ponding area, a significant ponding  
567 area. In the other area on the other end of the court closest to Schoolhouse Road, we have  
568 more. The deepest ponding areas, when you remove the one-eighth inch allowance, after  
569 not just one hour but four hours of sitting and evaporating, we have areas that are three-  
570 quarters inch deep. My understanding is that concrete levelers have different qualities.  
571 Some will fill depressions up to three inches. I am not sure what style of levelers they used  
572 or how much. What I would have liked to have seen is, once they stripped and ground the  
573 court and measured and determined we did not have a 1% slope, they would have come  
574 back to us and said some can be leveled up and given us an option. They could have said

575 they can only get it to a certain level, or they could do a change order and add more leveler  
576 to get it to another level, or they could have given us some options. Instead, our options  
577 were foreclosed by them moving forward. What I would really like magically to see is for  
578 us to have those low areas releveled and refinished. I think we all knew going in that we  
579 would never have a situation where the water would sheet flow off our court. We are always  
580 going to have some water, but these depths of ponding in certain areas are critical.

581 Ms. Phillips asked has the ponding hurt the court over time, or is it just an issue when  
582 people are playing ball?

583 Ms. Kramer stated it is when they are playing ball, but also the more water that sits, the  
584 more algae will grow. We saw that before we did the project. It can cause the court to be  
585 very slick and slippery, and thus, dangerous.

586 Ms. Phillips stated it is pretty crucial.

587 Ms. Kramer stated yes, that we reduce the ponding as much as possible.

588 Ms. Phillips asked did we pay the bill already?

589 Ms. Kramer stated we paid half of it up front.

590 The Representative from AAA stated I know when Rick initially got there and we  
591 flooded the court, we did discover that it did not have the slope that it should, that it was  
592 holding water. We call them birdbaths, very deep ones. It was holding birdbaths all over  
593 the court. At that point in time, we spoke with Mr. Morrell, which is when we realized we  
594 had the problem, and we started patching it. We explained at the time that what we could  
595 do with the court was patch it to the best of our ability. However, when we patch it, it is  
596 just going to cause it to shift from one spot to another. The water would just continue to  
597 move from one spot to another, just because of the base condition of the court. It was  
598 actually discussed at that time how we could fix this problem. We said the only way to fix  
599 the problem would be to demolish the court and start with a new one.

600 Ms. Montagna asked before you put the acrylic down, you are saying your technician  
601 spoke with Mr. Morrell?

602 The Representative stated yes, I am.

603 Ms. Montagna stated Mr. Morrell is saying that is not accurate. Your technicians talked  
604 with Mr. Morrell after the acrylic was put down.

605 Mr. Perez stated after the patching had already started.

606 The Representative stated there were patches down. The acrylic resurfacer took  
607 pictures when Mr. Morrell was out there, and we had patches on the court.

608 Mr. Perez stated Thursday, October 13, 2022, at 4:47 p.m. Patches are down on the  
609 court. The discussion did not happen until Friday, after the acrylic was done, after the paint  
610 was done.

611 Ms. Kramer asked do you have a limit of the amount of leveler that you use when you  
612 go into a job like this?

613 The Representative stated there is a specific mix that you make patching with, and with  
614 a concrete court, putting the patches on concrete courts, realize that about 90% of courts  
615 are actually asphalt and have a concrete base. A couple things needed to be done with this  
616 on the concrete. You would never go in and put a two-inch or a three-inch layer of concrete  
617 on top of a court.

618 Ms. Kramer asked do you use actual leveler? It is not concrete, as such. There are  
619 leveler materials for concrete slabs.

620 The Representative stated actually, it is a combination of concrete that is mixed. You  
621 use Portland cement, and it is mixed with patchfinder. That consists of Portland and sand  
622 and is what you create a patch with. It gets poured into the areas where it needs to go, and  
623 you put it down with a squeegee, just like you do the paint.

624 Ms. Kramer asked you do not use self-leveling leveler?

625 The Representative stated no, not at all. I have never even heard of self leveling, and I  
626 have worked for three different companies. I have never heard of anything called leveler.

627 Ms. Kramer asked is there anything you can do to this court at this time to reduce the  
628 deep ponded areas?

629 The Representative stated no, there really is not. We have a recommendation to fix it  
630 properly so there will not be this problem on the court, the condition of the base court is so  
631 bad that the only way to fix it would have been to demolish it and lay a new one.

632 Ms. Kramer stated the question to the Board is, did AAA complete the job with the  
633 scope of work as described in their contract. If not, what are we going to do to remedy it?

634 Ms. Kassel asked what tells you that they did not complete the scope of work, aside  
635 from the fact that they did not inform us before they started painting that the ponding areas?



636 Ms. Kramer stated one item on their scope of services said the contractor will patch the  
637 depressions greater than one-eighth inch. That obviously has not been done. We have a lot  
638 of depressions that are greater than one-eighth inch.

639 Ms. Montagna asked did she say why that was not done according to the contract?

640 Ms. Kassel stated she said when you patch one area, if it does not have a one-inch slope,  
641 then it will just move to another area.

642 Ms. Kramer stated which is not necessarily accurate.

643 Mr. Leet stated the contract says it needs to have a one-inch slope to guarantee removal  
644 of water, but I do not think that is the issue we are discussing. We are not expecting  
645 complete removal.

646 Ms. Kramer stated exactly.

647 Mr. Leet stated there are still depressions.

648 Ms. Kramer stated we expect that because it is not sloped. Understand the one-inch  
649 slope is on the high side of what is required for basketball courts. If it is from side on a 60-  
650 foot slab, it would mean a 7.2-inch difference in height from one side of the slab to the  
651 other, which is significant. The other issue is, if the crown is in the center and you have it  
652 sloped out from the center, it will be a 3.6-inch slope from the center to each side. That is  
653 a pretty significant slope. I am not sure.

654 Ms. Kassel stated maybe we speak with our attorney about how to think about this,  
655 considering the proposal, the work that was done, and what our options might be.

656 Mr. Haber stated if we can draw the conclusion that the contractor failed to fully  
657 perform the agreement, which would be by virtue of showing that there are areas of the  
658 court that have depressions greater than one-eighth inch, presumably to fully perform under  
659 the scope of the agreement, any depression greater than one-eighth inch was to be repaired  
660 through a patch. I think it is fair to conclude that full performance of the agreement would  
661 have resulted in no depressions on the court greater than one-eighth inch. To the extent  
662 those exist, I think the District can take the position that the services under the contract  
663 were not fully performed. I know a representative from the company is on the call, and I  
664 do not know if there is any explanation for why there would be depressions greater than  
665 one-eighth inch, given that scope of services, but I think it gives the District the position to  
666 have some recourse against the contractor moving forward. I think you can demand full  
667 performance. I do not know anything about how that works, whether full performance

means they have to remove the cover to then fix the depressions greater than one-eighth inch and then replace the cover. That may be. I think that is the most straightforward way to address this issue, and it would get the District in the position that it thought it would be in if the contractor performed in accordance with the terms. I think that would be my first option what to do. The contractor's response to that would then show where we go from there. If they are willing to do it, that would be great, and there would be no depressions in the court greater than one-eighth inch, and you would get it resurfaced as contemplated by the agreement. You have the right to demand that, given the terms of the agreement and the obligation the contractor has under that agreement.

Ms. Kassel stated thank you. Shall we hear a response from AAA?

The Representative stated this is something I need to discuss with Rick, the owner of the company. He is in a meeting. He was on property and met with them. I absolutely need to share this specific information with him because he needs to hear this and we need to figure out how to address it for it to be in a condition that is acceptable to you. I do not know what our next step is moving forward, other than for him to come out and meet with someone and figure out exactly what we can do to resolve it so that the court is to your specifications and that we have it to spec on one-eighth inch.

Mr. Leet stated we are clear there will be some water. I think we are talking about one-eighth inch versus three-quarters inch.

The Representative stated yes and that is a very large difference. We will definitely correct that issue.

Ms. Kramer stated we will leave it with AAA and the management team to come up with a resolution and let us know what that is.

Mr. Morrell stated next I have HOA signs. I talked with them about the 12 Harmony signs. They gave us a partial price of \$2,100, which does include a 10% discount, installation, and delivery.

Ms. Kassel asked which signs are we talking about?

Ms. Montagna stated interchangeable wording on the directional and informational signs.

Ms. Kassel asked do you have a proposal that shows what it looks like?

Mr. Morrell stated I am waiting for that. I spoke with them. Our signs measure four feet by eight feet, and they are showing this price for smaller signs. He will talk with his

700 manager and contact me tomorrow because it might be a higher price, or it might be the  
701 same at \$2,100.

702 Ms. Kramer stated I would like a list of what it includes, if it is just months of a year  
703 and dates, or whatever. The other thing we could do is, there are ways to get the same. We  
704 already have the backing, and theirs includes the backboard you attach it to. Maybe we can  
705 design something that we can have our own sign company work with us and have an  
706 interchangeable sign. There are different ways to accomplish that, but let us see what they  
707 come up with.

708 Mr. Morrell stated I talked with him, and he said he will send a different design of the  
709 Harmony sign including the different options.

710 Ms. Montagna stated he knew he was waiting on something, but he wanted to give you  
711 an estimated price today, being they could not get him the proposal in time.

712 Mr. Morrell stated regarding electric box replacement at Buck Lane and the dog park,  
713 I spoke with the vendor. He was not able to sign the agreement because he was getting  
714 legal assistance to read the contract. He told me this afternoon that he will sign the  
715 agreement, and he will send it to me tomorrow.

716 Ms. Montagna stated at the last meeting, the Board approved Access Air, and they did  
717 not reach the insurance requirement. It was sent back to us to ask if the District will waive  
718 the insurance requirement, which sometimes we do and is at the discretion of the Board.  
719 However, this Board has never waived the insurance requirement. I spoke with the Chair,  
720 and being that this Board has never waived the insurance requirement, there was no reason  
721 to bring it to you. So we moved to the next vendor, which was Heavenly Air. They were  
722 able to reach the insurance requirement, and I have now sent their proposal to Mr. Haber  
723 to draft the agreement. They have the proper insurance, and they sent over their insurance  
724 certificate and W-9, so they meet the requirements.

725 Ms. Kramer stated they are working at quite a bit of height on our property, so insurance  
726 is critical.

727 Ms. Montagna stated yes. I wanted to let the Board know this, and it is in the works.  
728 Once Mr. Haber sends me the agreement, I can provide it to them, get it signed, and then  
729 they will be able to start the project.

730 Ms. Kassel stated the dog park gates need readjustment. People open the gates and let  
731 them slam behind, which gets things off kilter. They need to be checked every week or so.

732 Mr. Morrell stated I was sending a staff member to adjust the gates every week.

733 Ms. Kramer stated maybe as they service the dog pots, they can keep a wrench with  
734 them and check the gates at the same time.

735 Mr. Morrell stated yes.

736 Ms. Phillips stated maybe we can discuss an access card entry.

737 Ms. Kramer stated no.

738 Ms. Montagna stated we have been down that path before.

739 Ms. Kramer stated it is expensive.

740 Mr. Leet asked in talking about the site audit, what we see in the agenda are the follow  
741 ups. You have to go back to the previous agenda to track down more detail of what the  
742 items were. Are we thinking that will be an ongoing thing that is updated? Is it a snapshot  
743 in time for what you have and what you are working on?

744 Mr. Perez stated the responses should be tied to the current report in the agenda.

745 Ms. Montagna stated every month when the site audit is in the agenda, it is a current  
746 site audit that was done.

747 Ms. Kramer stated no site audit was included. It was just the update to the site audit.

748 Mr. Leet stated I wanted to know if this will be the case going forward.

749 Ms. Montagna stated no.

750 Ms. Kramer stated all this information will be online for us to be able to access.

751 Mr. Leet asked through the dropbox program?

752 Mr. Perez stated we took out the less pertinent information.

753 Ms. Kramer stated it needs a lot of storage.

754 Mr. Perez stated it still needs to be considered to put in there because if you use your  
755 District laptops that are not Inframark laptops, then you will lose all that information.  
756 Having it in dropbox is not necessarily a bad idea.

757 Ms. Kramer stated I would rather not ever see copies of resident checks or driver  
758 licenses.

759 Ms. Montagna stated that should not be in there.

760 Mr. Perez stated my point to that is, you have two District-owned laptops that you are  
761 working on. If either of those computers crashes, there is no backup on those.

762 Ms. Kramer stated put it somewhere else in the Inframark system that we cannot access.  
763 I do not want that kind of information to accidentally get out.

764 Mr. Perez stated dropbox is updated. It should have project lists, inventory lists, and  
765 checklists when the guys do inspections they are working on. You should be able to use  
766 the same login information we sent and view it.

767 Ms. Kramer stated if all that is working properly, then the actual site audit does not  
768 need to come to us in the agenda package. It is something we can access on dropbox.

769 Mr. Morrell asked do you want me to add the inspection report to dropbox?

770 Mr. Perez stated yes, that is what she is saying. If the Board wants to see it in the agenda  
771 package, we can do that.

772 Mr. Morrell stated the inspections are mine, of all the landscaping and projects.

773 Ms. Kramer stated I am struggling with the reporting of every little thing, the problem  
774 we are having with Servello to us. I do not think we need to know every little thing. We  
775 need our field services staff to be able to quantify what Servello is or is not doing, and for  
776 that which they are not doing but is required under the contract, you need to put a dollar  
777 amount for it.

778 Mt. Perez stated we cannot do that; we did not price the contract that way for us to  
779 determine a dollar amount per service skipped or not rendered. It would be a percentage.

780 Ms. Kramer stated I think we discussed it in the contract. I worked with Mr. Michael  
781 Eckert on that.

782 Mr. Perez stated we have no line item pricing. How would we do that?

783 Ms. Kramer stated there was a percentage you took. Mowing, for example, you take  
784 the line item for how much mowing is and divide it by number of mows. If they miss 10%  
785 of the mowing for two weeks, then you calculate how much that would be, and we need to  
786 deduct it. If we are unable to do that, then we need to say they are not performing, so we  
787 need to go out to bid for landscaping.

788 Ms. Montagna stated I would like to speak to that. For months and months, field staff  
789 and I have been coming to these meetings and telling you Servello is failing. It has been  
790 reported in a physical report that has been in the agenda month after month after month.  
791 You, as a Board, decided to go out for a request for proposals ("RFP"). We put that RFP  
792 together, and you chose Servello again. Servello is continually failing. I do not know what  
793 more we and your field staff can do, and your field staff gets beat up about holding  
794 Servello's feet to the fire. That is not fair. They are holding Servello's feet to the fire. Short  
795 of us going out and beating them over the head, we cannot force them to do anything. We

796 hold their feet to the fire. We bring it to your attention. We do not have the authority to  
797 hire or fire or withhold money. We bring it to the Board's attention. Residents send in  
798 complaints. Ms. Kramer sends in pictures. We have received dog park pictures. You all  
799 send it in, and you all know what is going on. We cannot do anymore than we are doing to  
800 tell you they are failing. They were failing before you went out for RFP. They are still  
801 failing. There is no more.

802 Mr. Perez stated I want to clarify the inspection report. It is not a monthly recap of  
803 everything overall that has happened. That would be something we would need to change  
804 so that every week you are getting a report showing each week of the month. The monthly  
805 field inspection report is a snapshot of a drive through the community to identify what areas  
806 look good or need work or need a proposal. It is either landscape or other field related. He  
807 is pointing out field-related issues that he is adding to his project list. It is a recap for you,  
808 as a Board, for when you are going to your meetings, you can review the items. It is not a  
809 weekly report. To Ms. Montagna's point, we have pointed out deficiencies over and over  
810 and over. Tree trimming issues, for example.

811 Ms. Kassel stated when we made the decision to go with Servello, we had a fairly  
812 extensive discussion. We spoke with the engineer also about whether or not we could trust  
813 other vendors to do as good a job and problems with staffing or supplies. Essentially the  
814 answer was, they are pretty much all the same, so why should we spend another \$100,000  
815 or more to go with another vendor we do not know about when we would not be guaranteed.  
816 I want to hear from the attorney about what our recourse is at this point to try to get our  
817 landscaping contractor to perform better.

818 Mr. Haber stated I think the strongest recourse you have is to withhold payment for  
819 failure to perform. The contract contemplates that. It acknowledges that landscape  
820 maintenance is unlike a service, like the basketball court where you have work performed,  
821 it is completed, and you have the benefit of it when the work is performed. Landscape  
822 maintenance is different because, if it does not get done and your plants look bad but they  
823 do not get to them for two weeks or longer, you do not get the benefit during those two  
824 weeks. The contract recognizes that, and they are not entitled to payment for fixing a  
825 missed maintenance item later because it does address the fact that you went for two weeks  
826 with it looking bad. We went out of our way, knowing there was a risk perhaps that Servello  
827 may not perform, to try to provide as many rights as possible for the District to withhold



828 payment for failure to perform. I think that is your strongest remedy. You are entitled to do  
829 it under the Florida Prompt Payment Act. You are entitled to do it under your agreement  
830 with them. If they are not getting paid, they will either feel that pressure and start  
831 performing, or not. The other thing you absolutely have the right to do is terminate the  
832 agreement and look for a new contractor if you are dissatisfied with the services that are  
833 being provided. Absent from withholding payment, there is not much else you can do. As  
834 Ms. Montagna said, you cannot force them to do something that they are not doing.

835 Ms. Montagna stated we did withhold payment. We withheld \$3,800 last month for  
836 missed services. We have documentation of missed services. To Ms. Kramer's point, that  
837 is exactly what Mr. Perez did last time. For the stuff that was missed, we looked at the  
838 contract, took a percentage of it, and that is what we withheld. We let them know, but they  
839 did not say much. They did not feel that coming to the Board to argue about \$3,800 was  
840 worth it, so he did not bring it up when Mr. James Whitaker was here.

841 Ms. Kramer stated I think he knew he was in the wrong.

842 Ms. Montagna stated that could have been; I do not know. We had a conversation with  
843 him. We can continue doing that, but services still will not change.

844 Ms. Kassel stated at least we are not paying for services we are not getting.

845 Mr. Leet stated we have been under the new contract for four weeks. In the process of  
846 negotiating that, understanding inflation, we understand the costs went up, and we tried to  
847 counteract that with secondary consequences. We reduced the scope a little bit, and in that  
848 discussion, we brought this up. We have all been here. We have all been to these meetings.  
849 We all live here. We know there have been issues with them in the past. I do not remember  
850 the exact conversation, but we said we are under contract and we are paying them more for  
851 the same services. My thoughts are, if we can keep using that as a screw we can turn, it is  
852 keeping the pressure on them in a tangible way.

853 Ms. Montagna stated the fact is, when Mr. Betancourt is standing here giving his  
854 update, no one tells him anything. No one says a word to him about why something looks  
855 like this. You see it in your reports.

856 Mr. Leet stated we did not see it this month.

857 Ms. Montagna stated one month you did not see it in the agenda, but it has been in there  
858 every month previous. For months and months, they were not even responsive to the

859 reports. I am not sure what we can do, but we will continue to keep track of what they do  
860 not do and withhold money.

861 Mr. Perez stated this will come off as being blunt, but I am being honest because I come  
862 from the landscape side of things. Are you more concerned with saving money? Or are you  
863 more concerned with making your community looking as good as possible?

864 Ms. Kassel asked how do we do that when we have a contract? Do we fire them and  
865 hire someone else, and then have to charge the residents more?

866 Mr. Perez stated nothing prohibits you from going out for an RFP. If you do not like  
867 the price, you throw it out.

868 Mr. Leet stated this is our biggest budget item. If we have to spend the money, then we  
869 want the results.

870 Mr. Perez stated that is my point. Withholding money every month and getting the  
871 same result over and over is not going to improve the appearance of the community.

872 Ms. Kassel asked how long have we been withholding payment?

873 Mr. Perez stated we just started last month.

874 Mr. Leet stated that is what I am saying: keep turning the screws.

875 Ms. Kassel stated yes. Keep doing it.

876 Ms. Kramer stated we have seen no improvement. Actually, it was not last month but  
877 the month before. We can withhold money again for this past month. You would have  
878 expected, in fact, we saw significant improvement with the RFP was out. I noticed it.

879 Mr. Perez stated sure, any landscape company is going to turn it up if they are bidding  
880 on it.

881 Ms. Kramer stated that is what I am saying; they can do it. They know how to do it.  
882 You would have thought if that was the case, they would have continued on for at least the  
883 first month of the contract.

884 Mr. Leet stated we have the legal standing to do so.

885 Ms. Montagna stated we have always had it. They do not care.

886 Ms. Kramer stated we can go out to RFP again. Our problem last time was, almost  
887 every community development district in the area was out for RFP at the same time. There  
888 were a lot of landscape companies that did not want to over extend if they got the contracts  
889 they bid on, so they were not willing to bid on ours. Things have changed now. They know  
890 pretty much what their business is going to be for the next couple years. Am I right?

891 Mr. Perez stated it changes every month.

892 Ms. Kramer stated I understand, but the big crunch was the start date of October 1.  
893 Also, the slowest time and the most money you will make as a landscape firm is starting  
894 now through March. Now would be the time because a new vendor will want to get on  
895 during the slow period. They will be less likely to come on if you wait and do it in March  
896 because you are angry and Harmony looks really bad. That is my proposal. Do we have to  
897 give them notice of termination now? Or do we just go out for an RFP?

898 Mr. Perez stated go out for an RFP. We will run it. They will see the advertisement; it  
899 will be a public bid because it is over the threshold. We will publicize it again. The first  
900 step is to bring the scope back. I know we just approved it, but there is a discussion tonight  
901 at some point about another piece that was added to it regarding roadway mowing. Is that  
902 going to be on or off?

903 Ms. Kramer stated it is an option.

904 Mr. Perez stated my point is, the Board has to approve the scope. Once it is approved,  
905 I will get the RFP package set and ready to go, we will publicize it and run the whole thing  
906 again, and hopefully more vendors show up. It was a public bid. Six firms picked up the  
907 package, but only four attended the meeting, and one did not turn in a bid. So three out of  
908 six ended up turning in a bid.

909 Ms. Kassel stated one was disqualified.

910 Ms. Kassel stated yes because they did not provide a bid bond.

911 Ms. Kassel asked in the other districts you manage, are their landscapers performing  
912 better than Servello is performing?

913 Mr. Perez stated it depends on the account manager.

914 Ms. Montagna stated that is correct.

915 Mr. Perez stated yes, we have some districts that are looking very, very good right now,  
916 and other not.

917 Ms. Kassel asked are they this big?

918 Ms. Montagna stated they are bigger.

919 Mr. Leet asked are any where Servello is the landscape contractor looking good?

920 Ms. Montagna stated no.

921 Mr. Perez stated in all honesty, other districts where your current vendor maintains  
922 landscaping are considering RFPs right now.

923 Ms. Montagna stated one is actually going to RFP now, and the other is considering it.

924 Mr. Leet stated we can start the process now.

925 Mr. Perez stated it does not cost you anything. I am not charging for this.

926 Mr. Leet stated we either see improvement, or we do not.

927 Mr. Perez stated a recommendation would be to request Mr. Whitaker come back and  
928 actually question him. Ask him pointed questions. Tell him, the last time we went out for  
929 RFP, they made the place look phenomenal. You retained the work, and then it goes back  
930 downhill. Why? What is causing that? Yes, it is their off season. It is typically bi-weekly  
931 mowing. That does not mean anything. Bi-weekly mowing just means mowing. They still  
932 have duties to trim and pull weeds. That is not a visit. Nowhere in the specifications does  
933 it say that is one week.

934 Ms. Kramer stated what worried me about what Mr. Betancourt said was that now is  
935 the time they are going to hedge and pull weeds, but our weeds grow all year round. Hedges  
936 grow all year round. Are we happy with the scope of work we went out to RFP before?

937 Mr. Perez stated it is a very standard scope.

938 Ms. Kramer asked if we are, can we just approve that scope now and set the RFP in  
939 process? Why wait until after November?

940 Ms. Montagna stated if that is the case, I will ask the Board to make a motion specific  
941 that we use the scope approved for the last RFP with no changes but that exact scope.

942 Ms. Kassel asked does that scope include the rights-of-way?

943 Ms. Montagna stated it was either way. They provided a bid to include rights-of-way  
944 and to exclude rights-of-way. So you will see both prices.

945

946 Ms. Kassel made a MOTION to approve the request for  
947 proposals package for landscape maintenance services, with  
948 no changes to the current scope of services, and to direct staff  
949 to solicit bids.

950 Mr. Leet seconded the motion.

951

952 Upon VOICE VOTE, with all in favor, unanimous approval  
953 was given to the request for proposals package for landscape  
954 maintenance services, with no changes to the current scope  
955 of services, and to direct staff to solicit bids.

956

957 Ms. Kramer stated previously, our attorney recommended that we include a contract  
958 form within the RFP so they know what our contract looks like and cannot complain later.  
959 I would like to include that form of contract, also.

960 Ms. Montagna stated yes, we can do that. We do that in other districts with RFPs.

961 Mr. Perez stated we just include a sample contract.

962 Ms. Montagna stated it will be the same as we did in Harbour Isles. Mr. Haber will  
963 provide the contract, and it will be a standard contract for Harmony. It will be subject to  
964 some changes.

965 Mr. Haber stated we can use the format you already negotiated with Servello. We will  
966 pull out the details, but all the various terms will be included. Presumably we would apply  
967 them to any contractor.

968 Ms. Montagna stated yes.

969 Mr. Perez stated I will ask Mr. Haber to update that agreement minus the current  
970 vendor's name and send it over.

971 Mr. Haber stated yes, I would be happy to do that.

972 Ms. Kassel asked if the RFPs come in well above our budget, how will we address that?

973 Mr. Perez stated you can throw them out.

974 Ms. Montagna stated not necessarily throw them out. There are different ways to  
975 address it. One, can you find the money? I can provide those answers to you. At that point,  
976 it is a determination if you want to pay that extra money out of reserves or unassigned cash  
977 to be able to cover the deficit. I am not a landscape expert, so this is a guess, but you went  
978 out to RFP not too long ago. I do not know that the price will change that drastically over  
979 the past few months, to be that far out of whack from what you currently have.

980 Ms. Kassel stated the price differential with Servello was substantial.

981 Mr. Perez stated it should not be much higher, and hopefully we will have more bidders  
982 that are in line with the current budget.

983 Ms. Kramer stated it is possible we might get bids from some of the others that were in  
984 line but did not want to bid because of the other outstanding bids they had. They might be  
985 more in line with what we are paying now.

986 Ms. Montagna stated ultimately, if you want to stay with your current landscaper, you  
987 have that option, as well. At a bare minimum, it will give you some options.

988 Ms. Kramer stated I wanted to address the question of rights-of-way. I do not think the  
989 full picture was provided in the letter that was sent. I want to provide that now, and I will  
990 ask Ms. Kassel to pitch in where needed. Harmony, when it was first developed which has  
991 been mentioned already, the developer made the determination that the rights-of-way on  
992 boulevard streets would be maintained by the then-developer, because the developer  
993 controlled the District. The intent, as was mentioned before, was mainly for marketing.  
994 They wanted a uniform look so that they could market their products and show people  
995 through the boulevards in order to do that. In doing so, they also put irrigation systems  
996 through those areas, which were also owned and operated by the District. We were paying  
997 not only for mowing, but irrigation. We will continue to pay that because we are not going  
998 to separate out those irrigation systems. You will maintain that benefit, but the RFP we  
999 accepted, we took out the actual mowing, which was rather expensive. The cost savings  
1000 under Servello was about \$17,000, and it went all the way to another vendor who bid on it  
1001 to \$120,000. You can imagine that mowing all that right-of-way area with trees in it is  
1002 labor intensive, as well as having to edge both sides of that strip. Before we made the  
1003 decision, I spoke with a couple of the landscape providers that work in Harmony. I asked  
1004 if the District does this, would they double the bill to the homeowners or what would they  
1005 do with those bills. Most of them said they would not add anything to the bill. They said it  
1006 was nothing to add to the cost to the residents. It made sense that as the landscaper is out  
1007 on the lot, that they are mowing all that uniformly. Also, as you look out, if you look at  
1008 Osceola County or the City of Saint Cloud or the City of Kissimmee, any local  
1009 government—not just in Florida but anywhere in the United States—they all own those  
1010 rights-of-way, the areas between the sidewalks and the curbs. Sometimes, they do not even  
1011 have sidewalks, but it is just an imaginary line at the edge of your property. In Saint Cloud,  
1012 we had this situation. They owned it. It was their right-of-way, and they could take it at  
1013 any time and expand the street, but you, as a resident, were always expected to maintain it.  
1014 Here in Osceola County, if you look, everyone on the County-owned streets with County-  
1015 owned rights-of-way, they are expected to maintain all that area, and it has always been  
1016 that way. This is the way it is done.

1017 Mr. Neale stated these are not rights-of-way; these are deeded, and the District owns  
1018 that strip.



1019 Ms. Kramer stated it is considered right-of-way. It is the same thing. It is the area  
1020 between the sidewalk and the curb.

1021 Ms. Kassel stated the District owns it.

1022 Ms. Kramer stated yes.

1023 Mr. Neale stated the District owns it, and you are asking someone who does not own it  
1024 to maintain it.

1025 Ms. Kramer stated that is correct. People who do not own the right-of-way for County-  
1026 owned property, the County owns the right-of-way in front of the house where I used to  
1027 live in Saint Cloud. They own it, just like the District owns the strip between the sidewalk  
1028 and the curb.

1029 Mr. Noble asked does the County have an irrigation system there?

1030 Ms. Kramer stated not that I know of. We can take that out. I do not think we want to  
1031 do that. In Saint Cloud, for example, if I were to put a full irrigation system into my  
1032 property, just like here in 90% of the properties throughout Harmony, when you put in an  
1033 irrigation system, you also irrigate the right-of-way. You treat that land, adjacent to your  
1034 home or on either side of the corner which may be quite a bit of land, as your own. You  
1035 get the right to use it. You get to cross it. You get to park next to it. You get to use it.

1036 Mr. Noble stated so does everyone else who goes to the basketball court.

1037 Ms. Kramer stated that is correct. When people drop their kids off at school, they get  
1038 to use my right-of-way, also. But I am required to maintain it, just like others are required  
1039 to maintain theirs. What you do not realize is, the bulk of Harmony maintains their own  
1040 right-of-way.

1041 Mr. Noble stated it is not the same traffic.

1042 Ms. Kramer stated yes, it is. Come and visit me during school hours.

1043 Mr. Neale stated you are the exception.

1044 Ms. Kramer stated no, there are quite a lot of homes, and it goes all the way down  
1045 Beargrass Road and Cupseed Lane.

1046 Ms. Montagna asked are we going to get into a back-and-forth conversation?

1047 Ms. Kramer stated no, I am done. What I am saying is, it is also an equity issue. We  
1048 cannot make it totally equitable with all the residents because our irrigation system is  
1049 through there. You will still be getting a considerable benefit, in that, the District will still  
1050 irrigate it.

1051 Mr. Neale stated I would still like to hear what the legal basis is for someone who does  
1052 not own the land to be expected to maintain it. If you can point to a Statute or a law that  
1053 allows for it, then that will make more sense to me, and that should have been stated in the  
1054 letter rather than just a brief statement saying we are now responsible for this.

1055 Ms. Phillips stated I have lived in a lot of places, and I have always had to maintain the  
1056 right-of-way.

1057 Ms. Montagna stated it is standard.

1058 Ms. Phillips stated I had to take care of ice and snow on the sidewalk, and I have always  
1059 had to take care of that section. This is not unusual. I do not know if you have owned homes  
1060 in other areas.

1061 Ms. Montagna stated I will ask Mr. Haber to weigh in on the legality of this issue.

1062 Mr. Haber stated traditionally and what I see across the State for the numerous clients  
1063 we represent, the right-of-way portion adjacent to a lot is maintained by the homeowner.  
1064 That is 100% accurate, notwithstanding the fact that the property is owned by the District.  
1065 The maintenance expectation is on the part of the homeowner. The question of what  
1066 obligates the homeowner to maintain that portion is a little more fact specific. I do not  
1067 know if this is the case or not in Harmony because I have not reviewed your declarations  
1068 of covenants and restrictions in detail to know, but in many communities, it is quite  
1069 common that the declaration of covenants and restrictions recorded against the various lots  
1070 specify that, notwithstanding the fact that a homeowner may not own the right-of-way  
1071 between the sidewalk and the curb, that homeowner is still obligated to maintain that  
1072 property. That is not something the District enforces, but it is an obligation that every  
1073 homeowner has and every homeowners association ("HOA") has the right to enforce. The  
1074 way you actually see it work, similar to what you saw earlier in the meeting where I was  
1075 asked about the District maintaining certain trees in County-owned rights-of-way, often  
1076 units of government do not maintain property to the same level that a homeowner wants  
1077 their property maintained. The same way a homeowner may be arguing that they do not  
1078 have an obligation to maintain the property, the District has every right to say we are only  
1079 going to maintain the property to the extent we feel is appropriate. If that is the case, we  
1080 will mow it four times a year. The District would have every right to do that, as well. For  
1081 the purpose of a homeowner ensuring that their home, because more often than not, the  
1082 area we are talking about appears to be part of the lot for each individual home, it is quite

1083 common for the homeowner to maintain that area. As far as the legal obligation to do it, I  
1084 refer back to what I was saying earlier, that commonly in covenants and restrictions that  
1085 are recorded against each lot, whether that is the case here, I will need to review. Beyond  
1086 that, sometimes other aspects may impose that obligation. Sitting here today without  
1087 having reviewed this issue in advance, I want to reserve the right to review that in more  
1088 detail before I speak more in depth about what right the District has to impose an obligation  
1089 for that maintenance.

1090 Ms. Kassel stated I will ask Mr. Haber to review that and provide something in writing  
1091 for the agenda for our November meeting.

1092 Mr. Haber asked was the request to look into what right the District has to obligate  
1093 homeowners to maintain the District-owned rights-of-way?

1094 Ms. Kassel stated yes.

1095 Mr. Haber stated I would be happy to do that.

1096 Ms. Montagna stated we can address this at the November meeting.

1097 Ms. Kramer stated as everyone has heard already, we are going out for RFP for  
1098 landscaping again. We will again be asking the landscape vendors that bid on the package  
1099 to bid it two ways: one including maintenance of the boulevard rights-of-way, and one  
1100 excluding maintenance of the boulevard rights-of-way. Based on the amount of savings we  
1101 might see at that point, a different decision might be made, but I cannot guarantee it. As to  
1102 the question of what is usually done, again, the boulevard homeowners have been getting  
1103 a serious benefit that no other homeowners in Harmony have been getting. You will  
1104 continue to get that irrigation benefit. I would appreciate it if you will consider how the  
1105 other homeowners might feel.

1106 Mr. Noble stated I will ask the Board to remain pure in what you are trying to do. I  
1107 guarantee for Schoolhouse Road, Cat Brier Trail, and Five Oaks Drive residents, it is not  
1108 about saving \$100 a month for us individually. That is not the issue.

1109 Ms. Kramer stated in fact, you will not be paying \$100.

1110 Mr. Noble stated that is not the issue. I would go back to what our field services partner  
1111 said: please keep the purpose to make our community look as good as possible. Otherwise,  
1112 it will not be worth it.

1113 Mr. Neale stated the boulevards look terrible, and this has been in place for less than a  
1114 month.

1115 Ms. Kramer stated drive down the interior streets where we all drive.

1116 Mr. Leet stated you brought up uniformity among all the yards. Does that not cross  
1117 over into what the HOA would enforce, and how people are maintaining their individual  
1118 yards as a whole? In some sense, residents have always included that front portion, and we  
1119 are discussing who that applies to. There are already, through the HOA, mechanisms in  
1120 place to hopefully encourage more uniform maintenance of the entire community.

1121 Mr. Neale stated an HOA Board member felt very strongly about that, and said that  
1122 was not the case.

1123 Ms. Kramer stated my hope is that all the boulevard homeowners will act responsibly  
1124 and maintain that area.

1125 Ms. Kassel stated one of the reasons I believe boulevards do not look great right now  
1126 is, this letter was just received a few days ago. The letter should have gone out in September  
1127 and not received three weeks into October. So we have three weeks of people not realizing  
1128 they are supposing to be maintaining the rights-of-way because they were not informed. I  
1129 think that is one of the reasons they look bad. I know a number of areas that are the  
1130 District's responsibility to maintain where Servello has fallen down on. They have not  
1131 removed leaves. They have not turned on irrigation. Apparently they have not been  
1132 fertilizing those areas. I think that is part of what is going on. Personally, I feel troubled  
1133 that we are turning over areas that were supposed to be District maintained back to  
1134 homeowners in the shape that some of them are in. I am not sure exactly what to do about  
1135 that. For example, Mr. Neale's strip is not looking good. My feeling is, that it should have  
1136 been looking good by the time we handed it over to him or that we should somehow attempt  
1137 to remedy the situation where those strips are looking bad, if they are not caused by what  
1138 my husband used to call bulldozer blight. There are homes on Cat Brier Trail with dirt and  
1139 pine bark here and there because people are abusing that right-of-way. No matter what we  
1140 put there, it will get bulldozed by foot traffic. I am putting that out there as my concern.

1141 Ms. Kramer stated we are very late in this meeting, and we need to move on.

1142 Mr. Leet stated we have not opened the floor for public comments. Some on Zoom are  
1143 asking to speak.

1144 Ms. Nancy Snyder asked what about fertilizer and mulch? Does that have to be  
1145 uniform, especially the mulch?

1146 Ms. Kramer stated we inside residents are doing it uniformly as much as we can. I guess  
1147 the boulevards would be the same.

1148 Ms. Snyder stated I think that should be included in whatever you send out. I have no  
1149 problem with it, but I think it should be uniform.

1150 Ms. Kassel asked what does our contract say? It says no longer maintaining the strip,  
1151 but what does the contract say? Is it just about mowing? Or was it also about fertilizing?

1152 Ms. Kramer stated it says turf maintenance.

1153 Mr. Neale asked so that is on the homeowner, as well, now?

1154 Ms. Kramer stated that is your turf maintenance.

1155 Mr. Neale asked so I have to fix a patch of dead grass that was caused by Servello or  
1156 while it was maintained by the District?

1157 A Resident stated it seems like it is interior streets versus boulevards.

1158 Ms. Kramer stated it is not.

1159 The Resident stated I have heard that a couple times.

1160 Ms. Phillips stated I had new mulch brought in. I did not look at my neighbor's house.  
1161 My mulch does not match my neighbor's. I do not see the need for everything to be the  
1162 same up and down the street. Every home has its own distinct style.

1163 The Resident asked how many Board members are on interior streets?

1164 Ms. Kassel stated four out of five.

1165 The Resident stated I think that is an issue.

1166 Ms. Kramer stated it is probably reflective of the population in Harmony. We would  
1167 like to be adjourning now, and we have some serious issues to address on the agenda, such  
1168 as alleys behind your houses and drainage problems.

1169 Mr. Leet stated regarding the garden road, I understand Jr. Davis did the grading they  
1170 said they were going to do, which I believe only goes up to the edge of the garden and not  
1171 to the edge of the storage area.

1172 Mr. Perez stated that is correct.

1173 Mr. Leet stated I understand we are behind schedule. Can we add a discussion of that  
1174 on the next agenda?

1175 Ms. Kramer stated yes.

1176 Ms. Montagna stated I think we sent updates to the Board about the garden road, or Mr.  
1177 Morrell did.

Ms. Kramer stated we need to discuss what we are going to do with the remainder of the garden road. Evidently, our previous attorney did not attach the proper documents, and therefore, we ended up with only half of what the Board was expecting. I am going to reach out to the owner and manager of Harmony Central CDD, and see if they would be willing to correct that, based on the minutes of the Board. Do not hold your breath, but if not, then we can bring it back and figure out what to do with the other half.

**C. District Engineer Report**

The District 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.

**i. Discussion of Alley Paving for Neighborhoods C-1 and C-2**

Mr. Hamstra stated this is the milling and resurfacing program. As you know, we had a public advertisement in May. Twenty-two vendors downloaded the plans, calculations, and specifications, and no one submitted a bid. We were then given the opportunity, based on Mr. Eckert's legal opinion, that we can, at that point, solicit individual firms to submit. We reached out to a firm called Carr & Collier, Inc. ("CCI") that we have dealt with many times on other projects. They submitted a bid proposal we received the evening of the last meeting, which Mr. Eckert, Mr. Greg Teague, and I reviewed briefly. Mr. Teague wrote a memorandum. The total price what I call the base bid was \$533,000. We had a bid alternate for trench drains, and a bid alternate for the concrete ribbon curbs. All that tallies up to \$647,000+. Ms. Kramer asked me prior to the meeting if the contractor would be willing to forego the sodding and pavement markings that could be done at a later date or potentially done by a cheaper vendor. We talked with CCI today, and he is willing to remove those two items, which totals about \$69,000, and not affect his other unit costs. He is willing to let those go if that is the Board's direction. He is also willing to hold his bid for 60 days, which started October 6. We cannot delay this too long. The base bid is \$533,000, the trench drains which I strongly encourage we do is \$91,000, and the ribbon curb which I also encourage because of the garbage trucks and large pickup trucks that go off the edge of the alley will cause it to unravel and become a mess again. The grand total is \$647,200, subtracting the sod and pavement markings of \$68,500, gives a total of approximately \$578,700.

Ms. Kramer stated I did not see this earlier, but as I was reviewing it today, I noticed he has traffic control costs of \$35,000 to block off the alleys. I do not know if you can go back and see if maybe he does not understand we will not need flagmen but will just put



1211 up barricades and notice the residents. Then he can do his work, so he does not have to do  
1212 expensive traffic control.

1213 Ms. Montagna stated I think he has to follow Osceola County guidelines, even though  
1214 it is an alley.

1215 Mr. Hamstra stated I have walked it a few times, and there is a lot of zipping around.  
1216 He has to make it safe for his workers, whatever that entails. With all the flooding these  
1217 past weeks, we have closed roads, but people still go around the barricades.

1218 Ms. Kramer stated broach that with him and ask.

1219 Ms. Kassel stated thinking about trying to save money by not marking the pavement  
1220 and not improving the turf and what that will mean for how things look.

1221 Mr. Hamstra stated sod will be done, but it will be done by Servello or someone else.

1222 Ms. Kassel stated that will have a cost. In other words, how much are we really saving  
1223 by getting someone else to do it and having to try to get that done at a separate time.

1224 Mr. Perez asked did he provide square footage on turf replacement?

1225 Ms. Kassel stated there is a contingency allowance for performance sod.

1226 Mr. Hamstra stated he has performance sod bahia at \$3.50 per square yard.

1227 Ms. Kassel stated it is \$3.25 per square yard according to table 1.

1228 Mr. Hamstra stated you may be looking at Mr. Teague's estimate versus CCI's bid.

1229 Ms. Kassel stated it says CCI is \$3.25 and the engineer's estimate is \$3.50 for bahia.

1230 Ms. Kramer stated you are right.

1231 Ms. Kassel stated St. Augustine is \$6.50 per square yard.

1232 Ms. Kramer asked do we have any bahia? I think that is all St. Augustine because it is  
1233 people's yards. So it would be \$6.50 per square yard.

1234 Ms. Kassel stated it is \$32,900, as what they have, 5,000 square feet of St. Augustine.

1235 Ms. Kramer stated as far as the markings, most of our alleys do not have markings.

1236 Ms. Kassel stated they did. They had shoulder markings and arrow markings. They  
1237 may have worn off, but they all did.

1238 Ms. Kramer stated a lot of them in C-2 did not. Most of our alleys did not have side  
1239 markings. We have only two arrows in our whole alley. Is that something field services  
1240 can do? This is just painted on instead of thermoplastic. Can we lay an arrow down and  
1241 spray paint it or roll it out?

1242 Mr. Perez asked are you saying only two arrows?

1243 Mr. Hamstra stated there would be a lot throughout all the alleys.

1244 Ms. Kramer stated it depends if we want lines. I do not know that it is necessary to have  
1245 lines on every side. We have not had them for years.

1246 Ms. Kassel stated it is about \$19,000 for pavement markings.

1247 Mr. Perez stated we would not do that in-house.

1248 Mr. Leet stated maybe Mr. Hamstra can ask what it would be for just the entry and exit  
1249 pavement markings and not striping the whole thing, or is that already broken out?

1250 Ms. Kassel stated yes, six inches, 12 inches, and 24 inches. I think the 24 inches is the  
1251 stop bar.

1252 Mr. Hamstra stated yes.

1253 Ms. Kassel stated the six inches is probably the shoulder markings.

1254 Mr. Hamstra stated along the edge on both sides.

1255 Ms. Kramer stated field services just painted all the markings on our parking lots.

1256 Ms. Montagna stated yes, all the lines.

1257 Ms. Kramer stated it looked really good. They did a good job. I do not know if we can  
1258 go back and forth with him.

1259 Mr. Hamstra stated if we go back and forth, he may just pull his bid.

1260 Ms. Kassel stated my concern is, with or without, it is \$580,000 or \$650,000. If we do  
1261 this, it is considerably more than our reserve study called for. It is considerably more than  
1262 the engineer's estimate. Do we have that money really available? What will we have left if  
1263 we spend it for other reserve items? That is my concern.

1264 Ms. Kramer stated that is a concern. Also of concern is curb maintenance, and we will  
1265 be coming up on another neighborhood that is right behind us, so the project gets bigger  
1266 and bigger. I do not know about damage, but larger potholes are starting to pop open. Is  
1267 there any way to defer the full painting, or grout the gaps and do a better job filling the  
1268 potholes? Or is that throwing good money after bad?

1269 Ms. Kassel asked what is your recommendation?

1270 Mr. Hamstra stated we keep doing plans, and they keep getting put on a shelf. My  
1271 reputation looks like a gold digger. I am also afraid that we keep putting bids on the street,  
1272 but we do not do anything with them. Contractors sooner or later will not bother because  
1273 it does take time for them to take Mr. Teague's plans, do the unit take off, and do the  
1274 paperwork. I am not trying to spend your money frivolously, but this was on your to-do list

1275 before I was engaged two years ago. Here we are two years later. Things are going down.  
1276 The construction industry is crazy right now. Deferring just means it will get worse when  
1277 you eventually touch it. We do not want the bubble to burst because then we will have  
1278 bigger issues. I would like to see something get done. If we are just going to fill potholes  
1279 temporarily and put it back on the street a year from now, I think we are getting a bad  
1280 reputation that we do not do anything, and contractors catch wind of that. I have seen it for  
1281 a lot of cities I work for. They put projects on the street that come in higher than they  
1282 thought, and after a while, they do not get the turnout they want. Right now, contractors  
1283 are in good shape, work wise. If you want to table the sod and pavement markings, I can  
1284 talk with them about maintenance of traffic, but I am really worried that if we defer this  
1285 another month and discuss it in November, 60 days will come and go.

1286 Mr. Leet asked will he hold it 120 days?

1287 Mr. Hamstra stated no, he committed to 60 days.

1288 Ms. Montagna stated this is the only bid we have.

1289 Ms. Phillips stated regarding the sod and other items, it is expensive and maybe we can  
1290 get it done cheaper. But now we have to figure that out and do all that. Whereas if we hire  
1291 them, then they are responsible for it, and it should be done all at the same time, so we are  
1292 not disrupting everything to do another project. By the time we put the alleys back together  
1293 repaved, now homeowners will complain to us that their sod got ruined or something and  
1294 then we hire someone to replace it and figure out where it needs to be. They do this all the  
1295 time. If they do it as they go along, then it will all be done.

1296 Ms. Kramer stated this is a contingency, so it is like a not-to-exceed number.

1297 Mr. Hamstra stated I am not sure who will do it, but you will have an inspector out  
1298 there, who will submit a pay request. We have to verify the quantities, and he gets paid for  
1299 what he does. Sod is one of those items, because you just do not know until you get out  
1300 there.

1301 Ms. Kramer asked is the per-unit price reasonable?

1302 Mr. Perez asked what was the grand total of square footage?

1303 Ms. Kassel stated 5,000 square yards of St. Augustine at \$6.50 per square yard, for a  
1304 grand total of \$32,500.

1305 Mr. Perez stated that is \$1.38 per square foot. That is not bad.

1306 Mr. Hamstra stated I have seen \$1.50 to \$2.00.

1307 Mr. Perez stated obviously it is a lot of sod; 5,000 square feet is an acre.

1308 Ms. Kramer stated he may not use it all; it is a contingency.

1309

1310 Ms. Phillips made a MOTION to approve the bid from  
1311 Carr & Collier, Inc. for repaving the alleys in neighborhoods  
1312 C-1 and C-2, in the amount of \$647,200, which includes the  
1313 base bid and two alternates.

1314 Mr. Leet seconded the motion.

1315

1316 Upon VOICE VOTE, with all in favor, unanimous approval  
1317 was given to the bid from Carr & Collier, Inc. for repaving  
1318 the alleys in neighborhoods C-1 and C-2, in the amount of  
1319 \$647,200, which includes the base bid and two alternates.

1320

1321 Ms. Kassel stated it is a lot of money; it is more than twice what we anticipated.

1322 Ms. Kramer stated if we had done it three years ago.

1323 Ms. Kassel stated it would not have been that much less expensive.

1324 Ms. Kramer stated yes, it would. Bids came in about \$140,000.

1325 Ms. Kassel asked for C-1 and C-2, with the trench drain and ribbon curb?

1326 Ms. Kramer stated yes, for those neighborhoods, but not with trench drains and ribbon  
1327 curbs. Costs have gone up, and that is why we have to be careful about deferring  
1328 maintenance because you never know what lies ahead.

1329 Ms. Phillips stated that is why I think we bite the bullet on this one and keep our  
1330 improvements that we have made with maintenance going. Then in the future, we will not  
1331 have to swallow a bitter pill. That is how I look at it. How long do we expect these alleys  
1332 to last once they are done? Are we looking at 10 years or 20 years? A lot of them are 20  
1333 years old now.

1334 Ms. Kramer stated I think the reserve study had 15 or 17 years.

1335 Ms. Phillips stated then we will not need to do this for these neighborhoods again in  
1336 my lifetime.

1337 **ii. Discussion of Estates Drainage**

1338 Mr. Hamstra stated at the last Board meeting, we briefly discussed the items identified  
1339 by camera work: joint repairs, pipe repairs, the gentleman who hired a fence contractor that  
1340 punctured the pipe to reroute that piping system, and from a maintenance point of view to  
1341 put some riprap and filter fabric around the 14 inlets. This contractor was only going to  
1342 hold his bid for 15 days, so we added a 20% contingency thinking you might do this work  
1343 next year. The whole estimate is \$159,000. I do not think it needs to be done right now.

1344 The systems are deteriorating, but it is behind houses out of the rights-of-way in the woods.  
1345 It is not a public safety issue. If you had \$159,000 and do it now, that would be great, but  
1346 I do not think it has to be done now. the next rainy season, residents will be here again  
1347 complaining about standing water, mosquitoes, and why have you not done anything.

1348 Ms. Kramer stated that is really a design issue, not a maintenance issue.

1349 Mr. Hamstra stated that one couple, yes, unfortunately. I did talk with the contractor,  
1350 and he is willing to do it in pieces and still hold his price. He wants to do all the structure  
1351 repairs as one, and he is willing to come out twice for the pipeline repairs and still keep his  
1352 number. If we want to divide this into phase 1, phase 2, and phase 3, within reason—do  
1353 not stretch it out for two years—he is willing to hold his numbers.

1354 Ms. Kramer stated for the Board's understanding, I asked Mr. Hamstra to consider and  
1355 discuss with the contractor, if some of these are fixed now, they are running between two  
1356 houses, there will be no more construction in that area, so the likelihood of a construction  
1357 entity going back in and damaging them again is much less. I asked him to consider three  
1358 options. One, we do it all but then we put in some protective barriers or something that we  
1359 try to hold the construction industry's feet to the fire to protect them. Again, we are  
1360 gambling with some of these construction entities. Two, wait to do those projects that will  
1361 have construction impacts and just consider doing the piping areas that are already built  
1362 out on either side, so we are not looking at more construction damage.

1363 Mr. Hamstra stated you have two runs of pipe to be fixed only. You can ignore the one  
1364 with the puncture. Then you have several locations where the pipe into the inlets is  
1365 compromised. They can fix all those and fix the leaks because that will not be touched by  
1366 a builder. Once the homes are built, if you want to slip-line the pipes that are between the  
1367 houses, they can be done at that time. I owe Ms. Montagna a cost estimate for the pipe that  
1368 is punctured, to go after them versus routing it and fixing it. That is a separate \$50,000 or  
1369 \$60,000 repair, so it might be worth going after the fence contractor. I am not finished with  
1370 that estimate yet, but you can fix the inlets for Phase 1, slip-line the two pipes when all the  
1371 houses are done for Phase 2, and then deal with the fence issue separately with Mr. Haber  
1372 or Mr. Eckert on how you want to handle that for Phase 3.

1373 Ms. Kassel asked what is the cost for Phase 1?

1374 Mr. Hamstra stated I will need to break that out. He gave me one number for doing  
1375 everything at the same time. I can extract that and provide it for the next Board meeting.

1376 Ms. Kramer asked will he hold the price for that long?

1377 Mr. Hamstra stated I think he is okay. I use him a lot, and he will not want to jeopardize  
1378 that.

1379 Ms. Kramer stated we will look for that going forward. As far as the fence puncture  
1380 issue, I will ask Mr. Haber to comment. We received a lot of information. We were able to  
1381 obtain the name of the fence company—Osceola Fence. We were able to obtain the survey,  
1382 which clearly shows the drainage easement down that side. For whatever reason, they offset  
1383 the fence on one side of the property to the edge of the drainage easement, but this one they  
1384 put it right down the middle of the drainage easement.

1385 Mr. Hamstra asked do you know how long ago that was done?

1386 Ms. Kramer stated six years ago, in 2016, immediately after the house was built. Our  
1387 preference would be to talk with the fence company and see if they will submit an insurance  
1388 claim to their insurer, and have it dealt with. I will ask Mr. Hamstra to work with Mr. Haber  
1389 and Mr. Eckert on that.

1390 Mr. Hamstra stated yes.

1391 Mr. Haber stated everything you just described sets forth the reasons why the District  
1392 would have a claim, against both the fence company and the homeowner. To the extent we  
1393 can address it informally with the company if it is currently operating and has a successful  
1394 business, hopefully they have good insurance to cover these types of claims.

1395 Ms. Kassel stated the fence company is still active.

1396 Mr. Haber stated when we look at options for deep pockets, I think the fence company  
1397 is our best option. We are happy to work with Mr. Hamstra to try to pursue that informally,  
1398 which is how it sounds like you want us to pursue. We may be back before you if we do  
1399 not have success to get some direction for the next step you want us to take.

1400 **D. District Attorney Report**

1401 Mr. Haber stated I had three items to address tonight, two of which have already been  
1402 addressed: the pipe issue, and the basketball court. I will have input for the RV lot later on  
1403 the agenda. I am happy to give you my thoughts now, or under the District Manager's  
1404 report coming up. After the Board has discussed it, I can share my thoughts.

1405 Ms. Kassel stated I am happy to hear what he has to discuss now so we can let it  
1406 marinate until we get to the District Manager's report.

1407 Ms. Kramer stated I have one other thing, and we can discuss the RV storage lot where  
1408 it is rather than him opining before our discussion. That agenda item is the very next thing,

1409 so they can merge together. I want to ask about this public records issue, which merges  
1410 into the RV storage lot, too. As I am hoping everyone noticed, they got the letter from the  
1411 County that was originally sent where they granted the planned development (“PD”), but  
1412 with a lot of specifications. I was unable to find that. I was able to receive it from the  
1413 County about 18 months ago because I had inquired of them as we were working toward  
1414 the Florida Gas Transmission agreement to keep the garden road and improve it. So I  
1415 received it from the County. When this issue came up, I had requested everything we might  
1416 possibly have from our public records, and they were unable to come up with this letter or  
1417 basically anything else dealing with the PD change and this interaction with the County.  
1418 They came up with nothing. This letter states on it that it was sent to a private email address  
1419 of a previous Board member. That brings up the question of what other things do we not  
1420 have, and should we be reviewing it. Was Mr. Haber able to look into that and see what  
1421 the obligation is to turn over all those records to us?

1422 Mr. Haber stated they are public records. They are records that deal with District  
1423 business, so they are public records, and we would have every right to request those records  
1424 from former Board members. The issue I discussed with Ms. Kramer, I have not yet had  
1425 the opportunity to definitively determine the concern under the public records law that the  
1426 holders of those records sometimes have the right to demand compensation or something  
1427 along those lines if we make that sort of demand.

1428 Ms. Kramer stated they should not have ever been held by him or have been going to  
1429 his private email server.

1430 Mr. Haber stated there is nothing illegal, *per se*, with something going to a private  
1431 server. The public records law says that regardless whether it goes to a public email address  
1432 or a private email address, that email is still a public record. Going to a private email  
1433 address does not shield that email from being a public record. I cannot definitely say, *per*  
1434 *se*, that the fact it went to a private server alone is somehow illegal or problematic. I would  
1435 need to look more into that with respect to what the matter was, what representations may  
1436 have been made at the time, and the extent to which there should have been involvement  
1437 by your part rather than just that one Board member. The private email address alone, in  
1438 and of itself, is not illegal.

1439 Ms. Kramer stated but that is our record. It is the Harmony CDD’s record.



1440 Mr. Haber stated in that instance, if it is work that the District paid for, then yes, I  
1441 believe it would be considered the Harmony CDD's record. That is the distinction, versus  
1442 something that particular Board member created to effectuate District business would also  
1443 be a public record that the District would have the right to. Whether or not you call it a  
1444 District record, if it is something the District contracted and paid for, then I think that is  
1445 the distinction, if that is the distinction you are looking for.

1446 Ms. Kramer stated I will ask Mr. Haber to look into this further. We need to make sure  
1447 that our public records are complete and in the proper storage areas.

1448 Ms. Kassel asked have we received everything we need from our previous counsel?

1449 Mr. Haber stated I know Mr. Eckert has worked on that, I think without success. At  
1450 this point, no, I do not believe he has received those.

1451 Ms. Kassel asked what is our recourse?

1452 Mr. Haber stated there are probably two. I will look at whatever agreements we may  
1453 have to see if it is a breach of an agreement. Under Florida public records law, the District  
1454 has recourse to force, through the courts, an obligation of this party to provide those  
1455 records. Forgive me because I have not been involved in that chain of communications.

1456 Ms. Montagna stated we have not received anything.

1457 Mr. Haber stated if they say no records exist, we would have to prove that is not the  
1458 case and that there are records. We would essentially have to sue him to force his records  
1459 to be provided.

1460 Ms. Kassel stated that would cost us extra money.

1461 Mr. Haber stated that is correct.

1462 Ms. Kramer asked what about a bar complaint? Would that be more encouraging for  
1463 him to provide the records?

1464 Mr. Haber stated that may be persuasive as far as getting him to comply. I think that  
1465 has the potential to get some action on his part, but I cannot guarantee it. If he is strong to  
1466 his position that no records exist, I think he would tell the bar that it is not a valid complaint  
1467 because there are no records to be provided. Frankly, that would be his position in the  
1468 lawsuit, as well. We will have to see where that goes.

1469 Ms. Kassel stated I will ask you to have an update provided on the status of that for the  
1470 November meeting.

Mr. Haber stated yes, we will make sure you have an update on the status, and we will provide a detailed recommendation on steps to try and get those records if they have not been provided.

Mr. Leet stated while we are discussing public records, we had a request at the last meeting, as well, for the records requirement as it pertains to providing videos on the website. I will ask that is brought up at the November meeting under the attorney's report, as well.

Mr. Haber asked is that related to whether or not we have an obligation to provide closed captioning?

Ms. Montagna stated yes, everything related to putting a video on our website has already been established. What Mr. Leet also asked, that Mr. Eckert was going to research, is if putting the videos on YouTube has the same requirements. As far as putting them on the District's website, that has already been established; yes, you have to make sure they are ADA compliant, including closed captioning and normal requirements for sight- and hearing-impaired persons. I think the question Mr. Eckert was looking into was YouTube.

Mr. Haber stated we will provide an update on that research. You are 100% correct; if you were to put it on the District's website, then ADA accommodations are required.

Ms. Kramer stated I spoke with someone quite high up at Microsoft, and they said if you use Teams instead of Zoom, they have a great transcription service than what you see on television, and it meets all the ADA requirements, if that helps. Ms. Montagna is checking to see if we have Teams through our Microsoft email accounts.

#### **E. District Manager Report**

##### **i. Discussion of RV Lot**

##### **i. Cost Analysis**

Mr. Haber stated I reviewed this issue. Florida law—Chapter 190, Florida Statutes—is very straightforward that a community development district, even though it is a unit of government itself, does not have any right over any other private property owner to use its property in a way that violates code, ordinances, or in this case, the District. To the extent that any use of the property is a violation of the District, that is just as problematic for the District as it would be for any other property owner. In reviewing it and looking at the documents, it appears that some of the present uses of the property, namely the RV storage and use of the property for the staff trailer, are inconsistent with the authorized uses under the District.

1504 Ms. Kramer stated the staff trailer is like a maintenance facility.

1505 Mr. Haber stated if the District continues to use that property for those purposes without  
1506 complying with the approvals that were provided in the most recent zoning approval, there  
1507 are various enforcement mechanisms the County has available to it against the District for  
1508 using the property in a way that is in violation of the District. Those range from penalties  
1509 or fines per day, to a lawsuit to require the District to cease from using the property. At the  
1510 most extreme level, there are criminal penalties for using the property in a way that is  
1511 inconsistent with the code or the District. Our recommendation is that the District not use  
1512 the property in a way that is not permitted, either by code or the District.

1513 Ms. Kramer stated I suggest we make a decision tonight.

1514 Ms. Montagna stated yes, you need to make a decision tonight about what you are going  
1515 to do, which are obviously two choices: shut it down, or make the changes the County  
1516 required you to make. That is where you are first, and we know those prices came in high.

1517 Mr. Hamstra stated there are still about four or five outstanding comments we have to  
1518 address, such as renaming the road officially.

1519 Ms. Montagna asked were the costs about \$400,000? Was it more than that?

1520 Mr. Hamstra stated I do not recall off the top of my head.

1521 Ms. Kassel stated we have a third option, which is to not do anything and wait until the  
1522 County tells us we have to stop doing what we are doing.

1523 Ms. Kramer stated the penalties can be severe. Are there any liability issues if we  
1524 continue to take people's monies to park in an illegal lot?

1525 Mr. Haber stated regarding liability in taking their money, I think that to the extent  
1526 someone or their property got injured while using the storage facility, and the storage  
1527 facility was not legally permitted, I think any lawyer would focus on that as far as the  
1528 exposing and claiming the level of liability the District might have for their client because  
1529 we were essentially holding ourselves out to being able to do something that we were not  
1530 legally permitted to do. I think that exacerbates the claim that any user of this facility may  
1531 have against the District, should such cause of action arise.

1532 Ms. Montagna stated I will ask the Board what direction you want to take: shut it down,  
1533 make the required improvements that Osceola County, or leave it as is and possibly face  
1534 the penalties for doing so.

1535 Ms. Phillips stated I would say to shut it down. I have been against it from the  
1536 beginning. A lot of traffic goes through there, and kids do things in that area. I see kids  
1537 going back there trying to have fun or have a party. If something catches on fire, the next  
1538 thing you know, we are in trouble from a bunch of avenues. We have already had theft  
1539 back there. I do not see any benefit to us in anyway. There are storage facilities in town. It  
1540 is a few miles to drive to their unit. I feel bad, but the risk to us is too great, I believe.

1541 Mr. Leet stated we have retained ownership of that property. In the future, especially  
1542 as neighborhood M comes online, there might be a more economical way we can have  
1543 access to that street and look at it in the future. As of now, I think the cost of that versus  
1544 the benefits and the very long time it would take for us to see the cost recouped, I think we  
1545 close it down.

1546 Ms. Kramer stated I am in agreement. I am very opposed to continuing without proper  
1547 approvals and upgrades. We tried diligently to do it and keep this, but the cost is too great  
1548 for the limited number of people that it benefits. It also puts us in competition with private  
1549 enterprises down the road. The bigger issue for me is the liability. It is very concerning.  
1550 We are already on the wrong side of the County, but continuing that worries me.

1551 Mr. Leet stated we discussed the RV lot, but we also have a maintenance trailer.

1552 Ms. Kramer stated we will discuss that next.

1553 Ms. Phillips asked does the garden stay?

1554 Ms. Kramer stated the garden did not even need a PD amendment, and it did not need  
1555 any upgrades for anything.

1556 Mr. Leet asked does that include the small shed and anything associated with the  
1557 garden?

1558 Ms. Kramer stated yes, anything associated with the garden is considered recreational  
1559 open space, and the County was extremely clear that the garden is a fine use. They love it  
1560 down there, and it met all their requirements.

1561

1562 Ms. Kramer made a MOTION to close down the RV lot,  
1563 refund everyone's money on a prorated basis, and keep the  
1564 property for possible future use when a less expensive form  
1565 of access is available.

1566 Ms. Phillips seconded the motion.

1567

1568 Ms. Phillips asked do we need to put a date on this?

1569 Mr. Leet asked what does that look like? Do we have 30 days to get our stuff out?

1570 Ms. Kassel asked why not give people to the end of the year?

1571 Ms. Kramer stated I think that is an excellent idea because they will have to make  
1572 arrangements, and it would be irresponsible to do otherwise.

1573 Ms. Phillips asked would it be within something we are allowed to do to approach  
1574 another storage facility to tell them we are shutting down our storage facility and requesting  
1575 a discount for moving all our people?

1576 Ms. Kramer stated no, they will need to make their own arrangements.

1577 Mr. Leet stated we cannot do that as a governmental entity.

1578 Ms. Phillips stated I was suggesting we do it as an informational thing to ask if they  
1579 would offer a discount, nothing formal.

1580 Ms. Kramer stated we do not want to be seen as encouraging one business over another.

1581 Ms. Phillips stated I did not think about that.

1582

1583 Ms. Kramer AMENDED the motion to close down the RV  
1584 lot effective December 31, 2022, refund everyone's money  
1585 on a prorated basis, and keep the property for possible future  
1586 use when a less expensive form of access is available.

1587 Ms. Phillips seconded the amendment.

1588

1589 Upon VOICE VOTE, with all in favor, unanimous approval  
1590 was given to close down the RV lot effective December 31,  
1591 2022, refund everyone's money on a prorated basis, and  
1592 keep the property for possible future use when a less  
1593 expensive form of access is available.

1594

1595 Ms. Kramer stated staff will need to contact all the owners so they will have plenty of  
1596 time.

1597 Ms. Kassel stated and refund their money.

1598 Ms. Montagna stated yes.

1599 **ii. Manager's Updates**

1600 Ms. Montagna stated looking into the rights-of-way, there was mention that on the  
1601 website was an interlocal agreement with Osceola County about the rights-of-way. There  
1602 is no interlocal agreement. The District does not have an interlocal agreement with the  
1603 County regarding those rights-of-way. You do have other interlocal agreements, such as  
1604 with the school board and a couple other ones, but not one with the County. I am not sure  
1605 how that language got put on the website or why it was. There is no link to an actual  
1606 interlocal agreement, which would have been helpful. We are still looking into it, but we

1607 cannot find one. I actually called Osceola County, as well. We do not know when or how,  
1608 but we cannot find any such agreement to date. I will let Mr. Leet know either way at least  
1609 by next week so we can remove that language from the website. The Board asked me to  
1610 look into harmonyfl.com to see if the domain was available. The site is not live or active,  
1611 but the name is taken. You could hire a broker, like GoDaddy. The fee starts at about \$70  
1612 to see if they are willing to give up the domain name, but that is about it for that task. I  
1613 want to ask one thing. When we brought up the standard operating procedures last month  
1614 and we made changes to it, I thought I made it clear, but in reviewing the minutes, it was  
1615 not necessarily clear when I discussed having a pre-call, which would happen the Friday  
1616 before the Board meeting. Typically, it is myself, legal counsel, the engineer, field, Ms.  
1617 Brenda Burgess, and the Chair, if we need a call. Obviously, we do not want to expend  
1618 legal or engineering dollars unless it is absolutely needed, and that call is to discuss  
1619 anything on the agenda. Apparently in my verbiage regarding that motion, I left out that  
1620 the Chair was involved. I did not know if someone had an objection to that. I thought I  
1621 made it clear, but in the minutes, it was not clear. Is the Board clear on that?

1622 Ms. Kassel stated yes, I thought you mentioned it.

1623 Ms. Montagna stated I thought so, too. Ms. Kramer did not attend the last one.

1624 Ms. Kramer stated out of an abundance of caution.

1625 Ms. Montagna stated Ms. Kramer did not think it was clear, and we wanted to make  
1626 sure and confirm that I did include the Chair on the pre-meeting calls.

1627 Ms. Kassel stated we need to discuss the field services trailer.

1628 Ms. Kramer stated yes, we need to address that, since that is also not a permitted use,  
1629 namely because we need to have road service that will accommodate fire trucks, it does  
1630 not have sewer service, which I do not think we would ever get permitted through the  
1631 County, and it does not have potable water.

1632 Ms. Kassel asked did Ms. Kramer speak with the developer for the apartments and they  
1633 were willing to accommodate this?

1634 Ms. Kramer stated I did, and they have gone off the radar. I think they are holding it  
1635 for investment purposes now. We do have the land. It is properly zoned in the PD for a  
1636 maintenance facility. In fact, it even speaks to a field service maintenance facility on that  
1637 U-1 or U-2 tract. We can put it back in the corner next to the fenced-in utility area, or we  
1638 can put it in front next to what used to be the welcome center on that section of the parcel.

1639 Ms. Kassel asked is there water and sewer?

1640 Ms. Kramer stated yes, both.

1641 Mr. Leet stated it has to be within our boundaries.

1642 Ms. Kramer stated that is correct. We will need to do some site planning. We probably  
1643 do not want to move the same trailer. We probably want something more attractive since  
1644 it will be more visible in the community. Does Mr. Hamstra do this, as far as site planning  
1645 for a new maintenance facility in that other location? Or do we need to get with RJ Whidden  
1646 or someone?

1647 Mr. Hamstra stated honestly, you are better off with a land development company. We  
1648 could do it, but I do not think we would be as cost effective as civil firms that do true land  
1649 development work, if zoning changed or land use.

1650 Ms. Kramer stated we are good for zoning.

1651 Ms. Phillips asked where is that piece of property?

1652 Ms. Kramer stated Mr. Leet might be able to put it on the Zoom screen. The District  
1653 Manager can start that process of designing and site planning, if we are in agreement we  
1654 should look at that. I do not know any other property the District owns that would be  
1655 suitable. Do any other Board members know of any property or location that would have  
1656 the proper PD designation already in place?

1657 Ms. Kramer pointed out the locations discussed on a map.

1658 Ms. Kramer stated the nice thing about either of those two locations is, you already  
1659 have County-owned and County-operated street access, and water and sewer.

1660 Ms. Montagna stated I can reach out to development companies and get some proposals  
1661 to bring back to the Board.

1662 Ms. Phillips asked will it be a building with a big garage door and an office in the back  
1663 type of setup?

1664 Ms. Kramer stated we can look at the differences between costs or if the County will  
1665 allow us to put in some sort of modular building, or if we want to do a site build.

1666 Ms. Phillips stated I was thinking of a garage to put all their equipment.

1667 Ms. Kramer stated that would be wonderful because then it would be more secure.  
1668 Again, costs will drive the decision based on the contracts we have approved tonight.

1669 Ms. Kassel asked is it possible to table new business matter to the next meeting? Some  
1670 might need a lot of explanation.



Ms. Montagna stated the accountants are participating via Zoom, and we are under a deadline for the Board to approve a budget amendment. The Board needs to approve those two items, at a bare minimum.

Ms. Kramer stated we can table the rest of the items. Do we want to consider a motion to start the relocation of the maintenance trailer?

Mr. Leet asked does that require a motion?

Ms. Montagna stated it does not require a motion. You are just asking me to do the research and bring it back to the Board. At that point, you will make a decision.

**SIXTH ORDER OF BUSINESS                      New Business**

**A. Resolution 2023-01, Amending the Fiscal Year 2022 Budget**

Ms. Montagna stated the Board was provided with a revised budget amendment that basically breaks down the general reserve fund and the general fund budget. I know there were some questions and some not understanding how it breaks down and how you follow it. The accountants are on the phone.

Ms. Kassel stated going through this document, \$43,000 was changed from \$62,000 because we removed \$20,000 to the reserve fund. Then the next changes are operating transfers out. Explain to us what that means, where that money came from, and where it is going. Total operating transfer out is \$608,706. For clarification, where is that money coming from, where is it going, and why is it that number?

Mr. McAden stated the financials for September show a transfer out. The \$608,706 really just reflects the variance between the amount budgeted for a transfer out and the amount that was actually transferred out. It represents the difference between \$675,246 and \$66,540.

Ms. Kassel asked when you say transfer out, can you explain to everyone listening it was transferred from where to where?

Mr. McAden stated at an earlier Board meeting, the Board decided to create a reserve fund and essentially seed the balance at \$1.1 million. That was done in two parts. The first part was taking reserve funds from the general fund of three items, which are highlighted. These three items added up to \$324,754, which is a reserve fund balance that was in the general fund. That is the first value that was moved from the general fund to the reserve fund. Technically items B and C are the general fund reserve. The second portion of that is the part I just mentioned, the \$675,246. That portion was a transfer out of the general fund into the reserve fund. Those two values combined make up the \$1 million in “seed

1705 money” for the general fund reserve. It came from the general fund into this general fund  
1706 reserve, and that is what was transferred out.

1707 Ms. Kassel stated explain to us the \$608,706 coming from the general fund.

1708 Mr. McAden stated let me correct you. The \$608,706 is a variance. You will see four  
1709 headers. The fourth column shows the variance, either favorable or unfavorable. The fourth  
1710 column just shows the difference between what was budgeted and what you actually did.  
1711 To understand the amount that was actually transferred, you will look at that third column  
1712 where it says year-to-date actual. What was actually transferred was \$675,246.

1713 Ms. Kassel stated that was transferred out of the general fund into the general fund  
1714 reserve.

1715 Mr. McAden stated yes.

1716 Ms. Kassel asked that means our fund balance that ended the year for the general fund  
1717 was not \$1.1 million but was -\$651,706? That is a \$1.5 million difference. The final budget  
1718 number is \$477,751. I now see the variance and current budget. Is this for 2022?

1719 Ms. Montagna stated yes, as of September 30, 2022.

1720 Mr. McAden stated you are looking for your ending fund balance.

1721 Ms. Kassel stated yes.

1722 Mr. McAden stated on the statement of revenues, expenditures, and changes in fund  
1723 balance with the highlighted letters, the ending fund balance is \$547,006, which represents  
1724 capital that came in to the general fund reserve minus the expenditures that took place  
1725 during the course of the year.

1726 Ms. Kassel stated this is the number we have in the general fund reserve for repaving  
1727 the alleys, doing the pipe work, and so forth.

1728 Ms. Montagna stated that is correct.

1729 Ms. Kassel stated I am confused why if the budget as it was had a positive of \$1,129,457  
1730 and the proposed amendment will bring it down to -\$651,706, which is a \$1.5 million  
1731 difference, but it is only a \$156,879 difference in the variance column. I am still confused  
1732 by this. What is the difference between current budget and final budget? It is columns one  
1733 and three.

1734 Mr. McAden asked are you looking at the adopted budget?

1735 Ms. Kassel stated no, this is the document we received within the package that included  
1736 first a letter from Ms. Helena Randel and it is the general fund.

1737 Ms. Kramer stated it is titled “proposed budget amendment.”

1738 Ms. Kassel stated it is the last page, the last line, on the third page of the general fund  
1739 proposed budget amendment, for the period ending September 30, 2022. It has five  
1740 columns: first column is current budget, second column is proposed amendment, third  
1741 column is final budget, fourth column is year-to-date actual, and fifth column is variance.  
1742 I do not understand what current budget is or what final budget is.

1743 Mr. McAden stated in most cases, we have two separate columns, one showing the  
1744 current budget and one showing the final budget. The final budget reflects any changes that  
1745 were made, such as amendments or budget adjustments that may have taken place from the  
1746 time the budget was adopted to the current period. The adopted budget—the original  
1747 budget value—is what you approved prior to your fiscal year.

1748 Ms. Kassel stated I think I get it. The current budget is what we said where we were,  
1749 and the proposed amendment is what we are reducing from that to give us the \$477,751.

1750 Ms. Montagna stated that is correct.

1751

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

1755

Upon VOICE VOTE, with all in favor, unanimous approval  
was given to Resolution 2023-01 amending the budget for  
fiscal year 2022, as presented.

1759

#### 1760 **B. Motion to Assign Fund Balance**

1761 Ms. Montagna stated I will ask the Board to enter a motion to assign fund balance as  
1762 of September 30, 2022, which the Board wanted to move into an operating reserve account.  
1763 The amount is \$439,517.

1764

Mr. Leet made a MOTION to assign fund balance as of  
September 30, 2022, as presented.  
Ms. Phillips seconded the motion.

1768

Upon VOICE VOTE, with all in favor, unanimous approval  
was given to assign fund balance as of September 30, 2022,  
as presented.

1772

### 1773 **SEVENTH ORDER OF BUSINESS**

#### **Old Business**

#### 1774 **A. Informational Signs**

1775 This item having been tabled until the November meeting, the next item followed.

1776        **B. Discussion of Donation of Royal Poinciana Tree** (*Nancy Snyder*)  
1777        This item having been tabled until the November meeting, the next item followed.

1778        **C. Proposal for Removal of Concrete Pads Around Oak Tree** (*Pocket Park in*  
1779        *Primrose Willow-Beargrass-Schoolhouse Alley Triangle*)

1780        This item having been tabled until the November meeting, the next order of business  
1781 followed.

1782  
1783        **EIGHTH ORDER OF BUSINESS**                      **Supervisors' Requests**  
1784        There being none, the next order of business followed.

1785  
1786        **NINTH ORDER OF BUSINESS**                      **Adjournment**  
1787

On MOTION by Ms. Kassel, seconded by Ms. Phillips, with all in favor, the meeting was adjourned at 9:05 p.m.
---

1788  
1789  
1790  
1791  
1792  
1793  
1794        \_\_\_\_\_  
Secretary/Assistant Secretary                      Chair/Vice Chair

# **Subsection 5B**

## **Financials**

# MEMORANDUM

**TO: Board of Supervisors, Harmony CDD**  
**FROM: Samantha Smith, Accountant**  
**CC: Angel Montagna, District Manager**  
**DATE: November 7, 2022**  
**SUBJECT: October 2022 Financials**

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Please find the attached October 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 October is approximately 0% of the annual budget. This is typical for this time of year.
  - Non Ad Valorem Assessment collections are currently at 0%. Assessment collections will begin in November.
- Total Expenditures through October are at 5% of the annual budget.
  - ▶ Administrative
    - P/R-Board of Supervisors - Includes payroll for meetings through October.
    - ProfServ-Management Consulting - Contract with Inframark.
    - ProfServ-Recording Secretary - Inframark provides near verbatim minutes.
    - Insurance-General Liability - Egis Insurance Advisors provides auto, general liability, inland marine and property insurance.
    - Legal Advertising - Legal and public notices by Sun Publications.
    - Annual District Filing Fee - FY22-23 filing fee paid to the department of economic opportunity.
  - ▶ Field
    - ProfServ-Field Management - Contract with Inframark.
    - Trailer Rental - Includes monthly rental of 1 container and 1 office trailer.
  - ▶ Landscaping Services
    - Contracts-Irrigation - Contract with Servello and Sons.
    - Contracts-Trees & Trimming - Contract with Servello and Sons.
    - Contracts-Trash & Debris Removal - Contract with Servello and Sons.
    - Contracts-Landscape - Contract with Servello and Sons.
    - Contracts-Shrub/Ground Cover - Contract with Servello and Sons.
    - R&M Irrigation - Includes various irrigation supplies and repairs by Servello and Sons.
    - R&M-Trees and Trimming - Includes tree removal by Servello and Sons.
  - ▶ Utilities
    - Electricity-General - Services provided by OUC.
    - Electricity-Streetlighting - Services provided by OUC.
    - Utility-Water & Sewer - Services provided by TOHO.
  - ▶ Operation & Maintenance
    - Utility-Refuse Removal - Services provided by Waste Connections of FL.
    - R&M-Pools - Includes control leases for Ashley Park and splash pad, permits, chemicals.
    - R&M-Parks & Facilities - Various supplies and repairs, including dog waste bags, field staff supplies, and swing repair.
    - Misc.-Security Enhancements - Includes internet service and ancillary costs.
  - ▶ Debt Service
    - Special Assessments Other - VC1 debt service assessment transfer from the general fund to the series 2015 debt service fund, to be transferred in April 2023.
    - Interest Expense - Interest portion of VC1 debt service assessment to be transferred from the general fund to the series 2015 debt service fund and paid in April 2023.

## General Fund Reserves

- ▶ \$547,006 fund balance = \$1 Million fund balance transferred from General Fund in FY22, minus \$452,994 FY22 expenditures.
- 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*

*October 31, 2022*

**Prepared by**





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**HARMONY**  
Community Development District

**Financial Statements**

(Unaudited)

**October 31, 2022**

**Balance Sheet**  
October 31, 2022

ACCOUNT DESCRIPTION	GENERAL FUND	GENERAL FUND RESERVES	SERIES 2014 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
<b>ASSETS</b>					
Cash - Checking Account	\$ 609,747	\$ -	\$ -	\$ -	\$ 609,747
Accounts Receivable	84	-	-	-	84
Due From Other Funds	-	660,944	-	-	660,944
Investments:					
Money Market Account	709,019	-	-	-	709,019
Prepayment Account	-	-	73,854	1,399,427	1,473,281
Reserve Fund	-	-	607,313	340,000	947,313
Revenue Fund	-	-	622,877	333,260	956,137
<b>TOTAL ASSETS</b>	<b>\$ 1,318,850</b>	<b>\$ 660,944</b>	<b>\$ 1,304,044</b>	<b>\$ 2,072,687</b>	<b>\$ 5,356,525</b>
<b>LIABILITIES</b>					
Accounts Payable	\$ 98,064	\$ 113,938	\$ -	\$ -	\$ 212,002
Accrued Expenses	61,025	-	-	-	61,025
Due To Other Funds	660,944	-	-	-	660,944
<b>TOTAL LIABILITIES</b>	<b>820,033</b>	<b>113,938</b>	<b>-</b>	<b>-</b>	<b>933,971</b>
<b>FUND BALANCES</b>					
<b>Restricted for:</b>					
Debt Service	-	-	1,304,044	2,072,687	3,376,731
<b>Assigned to:</b>					
Operating Reserves	439,517	-	-	-	439,517
<b>Unassigned:</b>	59,300	547,006	-	-	606,306
<b>TOTAL FUND BALANCES</b>	<b>\$ 498,817</b>	<b>\$ 547,006</b>	<b>\$ 1,304,044</b>	<b>\$ 2,072,687</b>	<b>\$ 4,422,554</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 1,318,850</b>	<b>\$ 660,944</b>	<b>\$ 1,304,044</b>	<b>\$ 2,072,687</b>	<b>\$ 5,356,525</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending October 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ 3,678	\$ 307	\$ 1,297	\$ 990
Special Assmnts- Tax Collector	2,452,225	-	-	-
Special Assessments-Tax Collector-VC1	(28,737)	-	-	-
Special Assmnts- Discounts	(98,088)	-	-	-
Access Cards	1,200	100	-	(100)
Facility Revenue	600	50	-	(50)
User Facility Revenue	15,000	1,250	-	(1,250)
Garden Lot	1,207	101	-	(101)
<b>TOTAL REVENUES</b>	<b>2,347,085</b>	<b>1,808</b>	<b>1,297</b>	<b>(511)</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
P/R-Board of Supervisors	14,000	1,167	800	367
FICA Taxes	1,071	89	61	28
ProfServ-Arbitrage Rebate	1,200	-	-	-
ProfServ-Dissemination Agent	1,500	-	-	-
ProfServ-Engineering	60,000	5,000	-	5,000
ProfServ-Legal Services	60,000	5,000	-	5,000
ProfServ-Mgmt Consulting	69,250	5,771	5,771	-
ProfServ-Property Appraiser	392	-	-	-
ProfServ-Recording Secretary	4,200	350	350	-
ProfServ-Special Assessment	8,822	-	-	-
ProfServ-Trustee Fees	10,160	-	-	-
Auditing Services	4,400	-	-	-
Postage and Freight	1,000	83	22	61
Rental - Meeting Room	3,000	250	-	250
Insurance - General Liability	28,000	28,000	18,732	9,268
Legal Advertising	1,000	83	173	(90)
Misc-Records Storage	1,500	125	-	125
Misc-Assessment Collection Cost	49,045	-	-	-
Annual District Filing Fee	175	175	175	-
<b>Total Administration</b>	<b>318,715</b>	<b>46,093</b>	<b>26,084</b>	<b>20,009</b>

## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>Field</u></b>				
ProfServ-Field Management	338,872	28,239	28,239	-
Trailer Rental	8,500	708	580	128
<b>Total Field</b>	<b>347,372</b>	<b>28,947</b>	<b>28,819</b>	<b>128</b>
<b><u>Landscape Services</u></b>				
Contracts-Mulch	146,608	12,217	-	12,217
Contracts-Irrigation	42,822	3,569	3,569	-
Contracts-Trees & Trimming	46,909	3,909	3,909	-
Contracts-Annuals	12,672	1,056	-	1,056
Contracts-Trash & Debris Removal	19,565	1,630	1,630	-
Contracts - Landscape	294,685	24,557	24,557	-
Cntrs-Shrub/Grnd Cover Annual Svc	86,074	7,173	7,173	-
R&M-Irrigation	30,000	2,500	3,205	(705)
R&M-Trees and Trimming	40,000	3,333	840	2,493
Miscellaneous Services	35,000	2,917	-	2,917
<b>Total Landscape Services</b>	<b>754,335</b>	<b>62,861</b>	<b>44,883</b>	<b>17,978</b>
<b><u>Utilities</u></b>				
Electricity - General	40,700	3,392	2,289	1,103
Electricity - Streetlights	121,000	10,083	9,888	195
Utility - Water & Sewer	198,000	16,500	17,500	(1,000)
<b>Total Utilities</b>	<b>359,700</b>	<b>29,975</b>	<b>29,677</b>	<b>298</b>
<b><u>Operation &amp; Maintenance</u></b>				
Utility - Refuse Removal	3,000	250	276	(26)
R&M-Ponds	20,000	1,667	-	1,667
R&M-Pools	35,000	2,917	95	2,822
R&M-Roads & Alleyways	2,000	167	-	167
R&M-Sidewalks	20,000	1,667	-	1,667
R&M-Streetlights	10,000	833	-	833
R&M-Vehicles	15,000	1,250	-	1,250
R&M-User Supported Facility	5,000	417	-	417
R&M-Equipment Boats	10,000	833	-	833
R&M-Parks & Facilities	25,000	2,083	1,042	1,041
R&M-Garden Lot	2,000	167	-	167
R&M-Invasive Plant Maintenance	105,000	8,750	-	8,750
Security Enhancements	5,700	475	239	236
Op Supplies - Fuel, Oil	8,000	667	-	667
Cap Outlay - Vehicles	30,000	30,000	-	30,000
Reserve - Other	300,000	300,000	-	300,000
<b>Total Operation &amp; Maintenance</b>	<b>595,700</b>	<b>352,143</b>	<b>1,652</b>	<b>350,491</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending October 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>Debt Service</u></b>				
Principal Debt Retirement	13,507	-	-	-
Interest Expense	13,093	-	-	-
<b>Total Debt Service</b>	<u>26,600</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>TOTAL EXPENDITURES</b>	<b>2,402,422</b>	<b>520,019</b>	<b>131,115</b>	<b>388,904</b>
Excess (deficiency) of revenues				
Over (under) expenditures	<u>(55,337)</u>	<u>(518,211)</u>	<u>(129,818)</u>	<u>388,393</u>
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	(55,337)	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(55,337)</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	<u>\$ (55,337)</u>	<u>\$ (518,211)</u>	<u>\$ (129,818)</u>	<u>\$ 388,393</u>
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>628,635</b>	<b>628,635</b>	<b>628,635</b>	
<b>FUND BALANCE, ENDING</b>	<b><u>\$ 573,298</u></b>	<b><u>\$ 110,424</u></b>	<b><u>\$ 498,817</u></b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending October 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
<b>TOTAL REVENUES</b>	-	-	-	-
<b><u>EXPENDITURES</u></b>				
<b>TOTAL EXPENDITURES</b>	-	-	-	-
Excess (deficiency) of revenues Over (under) expenditures	-	-	-	-
Net change in fund balance	\$ -	\$ -	\$ -	\$ -
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	-	-	<b>547,006</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 547,006</b>	



## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ 61	\$ 5	\$ 6	\$ 1
Special Assmnts- Tax Collector	1,217,276	-	-	-
Special Assmnts- Discounts	(48,691)	-	-	-
<b>TOTAL REVENUES</b>	<b>1,168,646</b>	<b>5</b>	<b>6</b>	<b>1</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessment Collection Cost	24,345	-	-	-
<b>Total Administration</b>	<b>24,345</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Debt Service</b>				
Principal Debt Retirement	695,000	-	-	-
Interest Expense	459,663	-	-	-
<b>Total Debt Service</b>	<b>1,154,663</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>1,179,008</b>	<b>-</b>	<b>-</b>	<b>-</b>
Excess (deficiency) of revenues Over (under) expenditures	(10,362)	5	6	1
<b>OTHER FINANCING SOURCES (USES)</b>				
Contribution to (Use of) Fund Balance	(10,362)	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(10,362)</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ (10,362)	\$ 5	\$ 6	\$ 1
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>1,304,038</b>	<b>1,304,038</b>	<b>1,304,038</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,293,676</b>	<b>\$ 1,304,043</b>	<b>\$ 1,304,044</b>	

## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ 40	\$ 3	\$ 8	\$ 5
Special Assmnts- Tax Collector	796,597	-	-	-
Special Assmnts- Other	26,600	-	-	-
Special Assmnts- Prepayment	-	-	237,578	237,578
Special Assmnts- Discounts	(31,864)	-	-	-
<b>TOTAL REVENUES</b>	<b>791,373</b>	<b>3</b>	<b>237,586</b>	<b>237,583</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessment Collection Cost	15,932	-	-	-
<b>Total Administration</b>	<b>15,932</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Debt Service</b>				
Principal Debt Retirement	390,000	-	-	-
Interest Expense	389,775	-	-	-
<b>Total Debt Service</b>	<b>779,775</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>795,707</b>	<b>-</b>	<b>-</b>	<b>-</b>
Excess (deficiency) of revenues				
Over (under) expenditures	(4,334)	3	237,586	237,583
<b>OTHER FINANCING SOURCES (USES)</b>				
Contribution to (Use of) Fund Balance	(4,334)	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(4,334)</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ (4,334)	\$ 3	\$ 237,586	\$ 237,583
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>1,835,101</b>	<b>1,835,101</b>	<b>1,835,101</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,830,767</b>	<b>\$ 1,835,104</b>	<b>\$ 2,072,687</b>	

# **HARMONY**

Community Development District

## **Supporting Schedules**

**October 31, 2022**

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

					Allocation by Fund		
Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	General Fund	Series 2014 Debt Service Fund <sup>(1)</sup>	Series 2015 Debt Service Fund <sup>(1)</sup>
<b>ASSESSMENTS LEVIED FY 2023</b>				\$ 4,374,111	\$ 2,423,488	\$ 1,215,175	\$ 735,448
Allocation %				100%	55.41%	27.78%	16.81%
<b>TOTAL</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Collected in % 0%

<b>TOTAL OUTSTANDING</b>	\$ 4,374,111	\$ 2,423,488	\$ 1,215,175	\$ 735,448
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Note (1): Variance between budget and assessment levy is due to prepayments received during the budget process.

**Cash and Investment Report**  
*October 31, 2022*

<b>General Fund</b>
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<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account- Operating	Bank United	Checking Account	n/a	0.00%	\$609,747
Money Market Account	BankUnited	Money Market Account	n/a	2.10%	\$709,019
<b>Subtotal</b>					<u>\$1,318,766</u>

<b>Debt Service and Capital Projects Funds</b>
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<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2014 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$73,854
Series 2014 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$607,313
Series 2014 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$622,877
Series 2015 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$1,399,427
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%	\$333,260
<b>Subtotal</b>					<u>\$3,376,731</u>
<b>Total</b>					<u><u>\$4,695,497</u></u>

# **Subsection 5C**

## **General Ledger**

**HARMONY COMMUNITY DEVELOPMENT DISTRICT**  
General Ledger Detailed Report  
For the Period(s) from Oct 01, 2022 to Oct 31, 2022

**GENERAL FUND**

Type	Date	Doc No.	Source Name	Reference Memo	Amount	Balance
<b>GL Account: 361001 - Interest - Investments</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
JE	10/31/2022	BANK INT	Journal Entry	Interest Income - Bank United MM	(\$1,295.83)	(\$1,295.83)
					<b>Ending Balance:</b>	<b>(\$1,295.83)</b>
<b>Department Name: Legislative (51101)</b>						
<b>GL Account: 511001 - P/R-Board of Supervisors</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
Payroll	10/12/2022	PAYRO00337	Journal Entry	Summary of October 12, 2022 Payroll Posting	\$800.00	\$800.00
					<b>Ending Balance:</b>	<b>\$800.00</b>
<b>GL Account: 521001 - FICA Taxes</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
Payroll	10/12/2022	PAYRO00337	Journal Entry	Summary of October 12, 2022 Payroll Posting	\$61.20	\$61.20
					<b>Ending Balance:</b>	<b>\$61.20</b>
<b>Department Name: Financial and Administrative (51301)</b>						
<b>GL Account: 531027 - ProfServ-Mgmt Consulting</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
JE	10/1/2022	ACCRUAL	Journal Entry	Accrue September Mngt Svcs	(\$5,770.83)	(\$5,770.83)
Purchase	10/1/2022	83073	Vendor: INFRAMARK, LLC	SEPT MNGT SRVCS	\$5,770.83	\$0.00
Purchase	10/25/2022	84643	Vendor: INFRAMARK, LLC	OCT MNGT SRVCS	\$5,770.83	\$5,770.83
					<b>Ending Balance:</b>	<b>\$5,770.83</b>
<b>GL Account: 531036 - ProfServ-Recording Secretary</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
JE	10/1/2022	ACCRUAL	Journal Entry	Accrue September Mngt Svcs	(\$275.00)	(\$275.00)
Purchase	10/1/2022	83073	Vendor: INFRAMARK, LLC	SEPT MNGT SRVCS	\$275.00	\$0.00
Purchase	10/25/2022	84643	Vendor: INFRAMARK, LLC	OCT MNGT SRVCS	\$350.00	\$350.00
					<b>Ending Balance:</b>	<b>\$350.00</b>
<b>GL Account: 541006 - Postage and Freight</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
JE	10/1/2022	ACCRUAL	Journal Entry	Accrue September Mngt Svcs	(\$10.26)	(\$10.26)
Purchase	10/1/2022	83073	Vendor: INFRAMARK, LLC	SEPT MNGT SRVCS	\$10.26	\$0.00
Purchase	10/11/2022	7-911-40742	Vendor: FEDEX	SRVCS THRU 10/11/22	\$17.06	\$17.06
Purchase	10/25/2022	84643	Vendor: INFRAMARK, LLC	OCT MNGT SRVCS	\$4.56	\$21.62
					<b>Ending Balance:</b>	<b>\$21.62</b>
<b>GL Account: 545002 - Insurance - General Liability</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
Purchase	10/1/2022	17246	Vendor: EGIS INSURANCE ADVISORS, LLC	10/01/22-10/01/23 INSUR #100122755	\$18,732.00	\$18,732.00
					<b>Ending Balance:</b>	<b>\$18,732.00</b>
<b>GL Account: 548002 - Legal Advertising</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
Purchase	10/6/2022	DD64FF56-0015	Vendor: SUN PUBLICATIONS DBA	10/13 LEGAL & PUBLIC NOTICE	\$86.53	\$86.53
Purchase	10/18/2022	DD64FF56-0024	Vendor: SUN PUBLICATIONS DBA	10/13/22 LEGAL & PUBLIC NOTICE	\$86.53	\$173.06
					<b>Ending Balance:</b>	<b>\$173.06</b>
<b>GL Account: 554007 - Annual District Filing Fee</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
Purchase	10/3/2022	86033	Vendor: DEPARTMENT OF ECONOMIC OPPORTUNITY	FY23 DISTRICT FILING FEES	\$175.00	\$175.00
					<b>Ending Balance:</b>	<b>\$175.00</b>



**HARMONY COMMUNITY DEVELOPMENT DISTRICT**  
General Ledger Detailed Report  
For the Period(s) from Oct 01, 2022 to Oct 31, 2022

**GENERAL FUND**

Type	Date	Doc No.	Source Name	Reference Memo	Amount	Balance
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**Department Name: Field (53901)**

<b>GL Account: 531016 - ProfServ-Field Management</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
JE	10/1/2022	ACCRUAL	Journal Entry	Accrue September Mngt Svcs	(\$28,239.33)	(\$28,239.33)
Purchase	10/1/2022	83073	Vendor: INFRAMARK, LLC	SEPT MNGT SRVCS	\$28,239.33	\$0.00
Purchase	10/25/2022	84643	Vendor: INFRAMARK, LLC	OCT MNGT SRVCS	\$28,239.33	\$28,239.33
					<b>Ending Balance:</b>	<b>\$28,239.33</b>

<b>GL Account: 544012 - Trailer Rental</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
Purchase	10/2/2022	RI1180388 ACH	Vendor: PINEY BRANCH MOTORS INC - ACH	10/02/22-11/01/22 OFFICE TRAILER LEASE	\$490.00	\$490.00
Purchase	10/2/2022	RI1180389 ACH	Vendor: PINEY BRANCH MOTORS INC - ACH	10/02/22-11/01/22 40' CONTAINER	\$90.00	\$580.00
					<b>Ending Balance:</b>	<b>\$580.00</b>

**Department Name: Landscape Services (53902)**

<b>GL Account: 534073 - Contracts-Irrigation</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
JE	10/31/2022	ACCRUAL	Journal Entry	Accrue October Irrigation - Servello	\$3,568.50	\$3,568.50
					<b>Ending Balance:</b>	<b>\$3,568.50</b>

<b>GL Account: 534085 - Contracts-Trees &amp; Trimming</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
JE	10/31/2022	ACCRUAL	Journal Entry	Accrue October Tree Trimming - Servello	\$3,909.08	\$3,909.08
					<b>Ending Balance:</b>	<b>\$3,909.08</b>

<b>GL Account: 534121 - Contracts-Trash &amp; Debris Removal</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
JE	10/31/2022	ACCRUAL	Journal Entry	Accrue October Trash & Debris Removal - Servello	\$1,630.42	\$1,630.42
					<b>Ending Balance:</b>	<b>\$1,630.42</b>

<b>GL Account: 534171 - Contracts - Landscape</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
JE	10/31/2022	ACCRUAL	Journal Entry	Accrue October Landscape - Servello	\$24,557.16	\$24,557.16
					<b>Ending Balance:</b>	<b>\$24,557.16</b>

<b>GL Account: 534172 - Cntrs-Shrub/Grnd Cover Annual Svc</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
JE	10/31/2022	ACCRUAL	Journal Entry	Accrue October Shrub/Grnd Cover - Servello	\$7,172.84	\$7,172.84
					<b>Ending Balance:</b>	<b>\$7,172.84</b>

<b>GL Account: 546041 - R&amp;M-Irrigation</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
Purchase	10/7/2022	22881	Vendor: SERVELLO & SONS INC	OCT IRRIG RPRS	\$301.08	\$301.08
Purchase	10/14/2022	22882	Vendor: SERVELLO & SONS INC	IRRIG OCT RPRS	\$292.60	\$593.68
Purchase	10/18/2022	22886	Vendor: SERVELLO & SONS INC	DOG PARK MAINLINE RPR	\$764.42	\$1,358.10
JE	10/31/2022	ACCRUAL	Journal Entry	Accrue October Irrig Rprs - Servello	\$225.30	\$1,583.40
JE	10/31/2022	ACCRUAL	Journal Entry	Accrue October Irrig Rprs - Servello	\$842.48	\$2,425.88
JE	10/31/2022	ACCRUAL	Journal Entry	Accrue October Irrig Rprs - Servello	\$37.82	\$2,463.70
JE	10/31/2022	ACCRUAL	Journal Entry	Accrue October Irrig Rprs - Servello	\$741.17	\$3,204.87
					<b>Ending Balance:</b>	<b>\$3,204.87</b>

<b>GL Account: 546099 - R&amp;M-Trees and Trimming</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
JE	10/31/2022	ACCRUAL	Journal Entry	Accrue October Tree Removal - Servello	\$840.00	\$840.00
					<b>Ending Balance:</b>	<b>\$840.00</b>

**HARMONY COMMUNITY DEVELOPMENT DISTRICT**  
General Ledger Detailed Report  
For the Period(s) from Oct 01, 2022 to Oct 31, 2022

**GENERAL FUND**

Type	Date	Doc No.	Source Name	Reference Memo	Amount	Balance
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**Department Name: Utilities (53903)**

<b>GL Account: 543006 - Electricity - General</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
Purchase	10/10/2022	101022-9921 ACH	Vendor: ORLANDO UTILITIES COMMISSION-ACH	09/09/22-10/10/22 UTILITIES	\$2,288.65	\$2,288.65
					<b>Ending Balance:</b>	<b>\$2,288.65</b>

<b>GL Account: 543013 - Electricity - Streetlights</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
Purchase	10/10/2022	101022-9921 ACH	Vendor: ORLANDO UTILITIES COMMISSION-ACH	09/09/22-10/10/22 UTILITIES Electricity - Streetlighting	\$9,887.87	\$9,887.87
					<b>Ending Balance:</b>	<b>\$9,887.87</b>

<b>GL Account: 543021 - Utility - Water &amp; Sewer</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
JE	10/1/2022	ACCRUAL	Journal Entry	Accrue September Water Utilities	(\$17,132.82)	(\$17,132.82)
JE	10/1/2022	JE004360	Journal Entry	Accrue September Water Utilities	(\$274.30)	(\$17,407.12)
Purchase	10/1/2022	100122-8389 ACH	Vendor: TOHO WATER AUTHORITY - ACH	09/01/22-10/01/22 UTILITY	\$274.30	(\$17,132.82)
Purchase	10/1/2022	091822-8389 ACH	Vendor: TOHO WATER AUTHORITY - ACH	08/18/22-09/18/22 UTILITIES	\$17,132.82	\$0.00
JE	10/31/2022	ACCRUAL	Journal Entry	Accrue October Water Utilities - Toho	\$17,500.00	\$17,500.00
					<b>Ending Balance:</b>	<b>\$17,500.00</b>

**Department Name: Operation & Maintenance (53910)**

<b>GL Account: 543020 - Utility - Refuse Removal</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
Purchase	10/1/2022	1409987W460	Vendor: WASTE CONNECTIONS OF FL.	10/01/22-10/31/22 TRASH PICKUP	\$276.00	\$276.00
					<b>Ending Balance:</b>	<b>\$276.00</b>

<b>GL Account: 546074 - R&amp;M-Pools</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
Purchase	10/1/2022	101295635129	Vendor: POOLSURE	OCT ASHLEY PARK CNTRL LEASE	\$60.00	\$60.00
Purchase	10/1/2022	101295635130	Vendor: POOLSURE	OCT SPLASH PAD CNTRL LEASE	\$35.00	\$95.00
					<b>Ending Balance:</b>	<b>\$95.00</b>

**HARMONY COMMUNITY DEVELOPMENT DISTRICT**  
General Ledger Detailed Report  
For the Period(s) from Oct 01, 2022 to Oct 31, 2022

**GENERAL FUND**

Type	Date	Doc No.	Source Name	Reference Memo	Amount	Balance
<b>GL Account: 546225 - R&amp;M-Parks &amp; Facilities</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
JE	10/1/2022	ACCRUAL	Journal Entry	Accrue September Mngt Svcs	(\$5,799.99)	(\$5,799.99)
JE	10/1/2022	ACCRUAL	Journal Entry	Accrue September Mngt Svcs	(\$144.90)	(\$5,944.89)
JE	10/1/2022	ACCRUAL	Journal Entry	Accrue September Mngt Svcs	(\$44.97)	(\$5,989.86)
JE	10/1/2022	ACCRUAL	Journal Entry	Accrue September Mngt Svcs	(\$230.48)	(\$6,220.34)
JE	10/1/2022	ACCRUAL	Journal Entry	Accrue September Mngt Svcs	(\$43.52)	(\$6,263.86)
JE	10/1/2022	ACCRUAL	Journal Entry	Accrue September Mngt Svcs	(\$22.88)	(\$6,286.74)
Purchase	10/1/2022	83073	Vendor: INFRAMARK, LLC	SEPT MNGT SRVCS	\$22.88	(\$6,263.86)
				HD CONCRETE		
Purchase	10/1/2022	83073	Vendor: INFRAMARK, LLC	SEPT MNGT SRVCS	\$43.52	(\$6,220.34)
				RAPCO-6 CLEANOUT FITTINGS & 6 PVC PLUGS		
Purchase	10/1/2022	83073	Vendor: INFRAMARK, LLC	SEPT MNGT SRVCS	\$230.48	(\$5,989.86)
				HD GARDENT CLUB SUPPLIES		
Purchase	10/1/2022	83073	Vendor: INFRAMARK, LLC	SEPT MNGT SRVCS	\$44.97	(\$5,944.89)
				HD GARDENT CLUB SUPPLIES		
Purchase	10/1/2022	83073	Vendor: INFRAMARK, LLC	SEPT MNGT SRVCS	\$144.90	(\$5,799.99)
				HD SUPPLIES		
Purchase	10/1/2022	83073	Vendor: INFRAMARK, LLC	SEPT MNGT SRVCS	\$5,799.99	\$0.00
				HD-PRESSURE WASHER		
Purchase	10/25/2022	84643	Vendor: INFRAMARK, LLC	OCT MNGT SRVCS	\$58.43	\$58.43
				SWING REPAIR		
Purchase	10/25/2022	84643	Vendor: INFRAMARK, LLC	OCT MNGT SRVCS	\$194.47	\$252.90
				FIELD STAFF SUPPLIES		
Purchase	10/25/2022	84643	Vendor: INFRAMARK, LLC	OCT MNGT SRVCS	\$788.83	\$1,041.73
				DOG WASTE BAGS		
<b>Ending Balance:</b>					<b>\$1,041.73</b>	<b>\$1,041.73</b>
<b>GL Account: 549911 - Security Enhancements</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
Purchase	10/1/2022	028483501093022 ACH	Vendor: BRIGHT HOUSE NETWORKS - ACH	09/28/22-10/27/22 0050284835-01	\$114.98	\$114.98
Purchase	10/7/2022	028483401100722 ACH	Vendor: BRIGHT HOUSE NETWORKS - ACH	10/06/22-11/05/22 0050284834-01	\$123.98	\$238.96
<b>Ending Balance:</b>					<b>\$238.96</b>	<b>\$238.96</b>

# HARMONY COMMUNITY DEVELOPMENT DISTRICT

## General Ledger Detailed Report

For the Period(s) from Oct 01, 2022 to Oct 31, 2022

### SERIES 2014 DEBT SERVICE FUND

Type	Date	Doc No.	Source Name	Reference Memo	Amount	Balance
<b>GL Account: 361001 - Interest - Investments</b>				<b>Beginning Balance:</b>		<b>\$0.00</b>
JE	10/3/2022	TS 2	Journal Entry	Interest - Reserve	(\$2.53)	(\$2.53)
JE	10/3/2022	TS 3	Journal Entry	Interest - Prepayment	(\$0.29)	(\$2.82)
JE	10/4/2022	TS 1	Journal Entry	Interest - Revenue	(\$2.60)	(\$5.42)
				<b>Ending Balance:</b>	<b>(\$5.42)</b>	<b>(\$5.42)</b>

# HARMONY COMMUNITY DEVELOPMENT DISTRICT

## General Ledger Detailed Report

For the Period(s) from Oct 01, 2022 to Oct 31, 2022

### **SERIES 2015 DEBT SERVICE FUND**

Type	Date	Doc No.	Source Name	Reference Memo	Amount	Balance
<b>GL Account: 361001 - Interest - Investments</b>				<b>Beginning Balance:</b>		<b>\$0.00</b>
JE	10/3/2022	TS03	Journal Entry	Interest - Reserve	(\$1.42)	(\$1.42)
JE	10/3/2022	TS05	Journal Entry	Interest - Prepayment	(\$4.60)	(\$6.02)
JE	10/4/2022	TS04	Journal Entry	Interest - Revenue	(\$1.39)	(\$7.41)
				<b>Ending Balance:</b>	<b>(\$7.41)</b>	<b>(\$7.41)</b>
<b>GL Account: 363030 - Special Assmnts- Prepayment</b>				<b>Beginning Balance:</b>		<b>\$0.00</b>
JE	10/5/2022	TS06	Journal Entry	Ck 114516 Bankunified	(\$14,538.00)	(\$14,538.00)
JE	10/5/2022	TS07	Journal Entry	Ck 114606 Bankunified	(\$14,538.00)	(\$29,076.00)
JE	10/5/2022	TS08	Journal Entry	Ck 114558 Bankunified	(\$15,573.47)	(\$44,649.47)
JE	10/5/2022	TS09	Journal Entry	Ck 114570 Bankunified	(\$11,630.40)	(\$56,279.87)
JE	10/5/2022	TS10	Journal Entry	Ck 114581 Bankunified	(\$12,458.78)	(\$68,738.65)
JE	10/25/2022	TS11	Journal Entry	Ck 114941 Bankunified	(\$14,538.00)	(\$83,276.65)
JE	10/25/2022	TS12	Journal Entry	Ck 114971 Bankunified	(\$14,538.00)	(\$97,814.65)
JE	10/25/2022	TS13	Journal Entry	Ck 114984 Bankunified	(\$15,573.47)	(\$113,388.12)
JE	10/25/2022	TS14	Journal Entry	Ck 114957 Bankunified	(\$11,630.40)	(\$125,018.52)
JE	10/25/2022	TS15	Journal Entry	Ck 114768 Bankunified	(\$14,538.00)	(\$139,556.52)
JE	10/25/2022	TS16	Journal Entry	Ck 114725 Bankunified	(\$14,538.00)	(\$154,094.52)
JE	10/25/2022	TS17	Journal Entry	Ck 114773 Bankunified	(\$14,538.00)	(\$168,632.52)
JE	10/25/2022	TS18	Journal Entry	Ck 114819 Bankunified	(\$14,538.00)	(\$183,170.52)
JE	10/25/2022	TS19	Journal Entry	Ck 114625 Bankunified	(\$15,573.47)	(\$198,743.99)
JE	10/25/2022	TS20	Journal Entry	Ck 114637 Bankunified	(\$15,573.47)	(\$214,317.46)
JE	10/25/2022	TS21	Journal Entry	Ck 114861 Bankunified	(\$11,630.40)	(\$225,947.86)
JE	10/25/2022	TS22	Journal Entry	Ck 114840 Bankunified	(\$11,630.40)	(\$237,578.26)
				<b>Ending Balance:</b>	<b>(\$237,578.26)</b>	<b>(\$237,578.26)</b>

# **Subsection 5D**

## **Invoices and Check Register**

## Invoice Approval Report # 270

November 9, 2022

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
AQUATIC WEED MANAGEMENT, INC.	15020	R	\$ 48,500.00
		Vendor Total	\$ 48,500.00
BRIGHT HOUSE NETWORKS - ACH	028483401100722 ACH	R	\$ 123.98
	028483501103022 ACH	R	\$ 114.98
		Vendor Total	\$ 238.96
CARDMEMBER SERVICES	092622-1777 ACH	R	\$ 1,840.56
		Vendor Total	\$ 1,840.56
DEPARTMENT OF ECONOMIC OPPORTUNITY	86033	R	\$ 175.00
		Vendor Total	\$ 175.00
FEDEX	7-911-40742	R	\$ 17.06
		Vendor Total	\$ 17.06
INFRAMARK, LLC	84643	A	\$ 35,406.45
		Vendor Total	\$ 35,406.45
KUTAK ROCK LLP	312437328423-1	A	\$ 2,924.95
		Vendor Total	\$ 2,924.95
ORLANDO UTILITIES COMMISSION-ACH	101022-9921 ACH	R	\$ 12,176.52
		Vendor Total	\$ 12,176.52
PEGASUS ENGINEERING, LLC	226308	A	\$ 3,831.20
		Vendor Total	\$ 3,831.20
POOLSURE	101295636278	R	\$ 35.00
	101295636277	R	\$ 60.00
	101295636762	R	\$ 526.75
		Vendor Total	\$ 621.75
SERVELLO & SONS INC	22886	R	\$ 764.42
	22881	R	\$ 301.08
	22882	R	\$ 292.60
	22858	R	\$ 40,838.00
	22913	R	\$ 225.30
	23032	R	\$ 1,682.48
	23045	R	\$ 741.17
	23047	R	\$ 37.82
		Vendor Total	\$ 44,882.87



## Invoice Approval Report # 270

November 9, 2022

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
SUN PUBLICATIONS DBA	DD64FF56-0015	R	\$ 86.53
	DD64FF56-0024	R	\$ 86.53
	401803	R	\$ 1,045.18
	Vendor Total		\$ 1,218.24
TOHO WATER AUTHORITY - ACH	101822 ACH	R	\$ 9,181.29
	Vendor Total		\$ 9,181.29
WASTE CONNECTIONS OF FL.	1414651W460	R	\$ 276.00
	Vendor Total		\$ 276.00

**Total Invoices \$ 161,290.85**

# **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

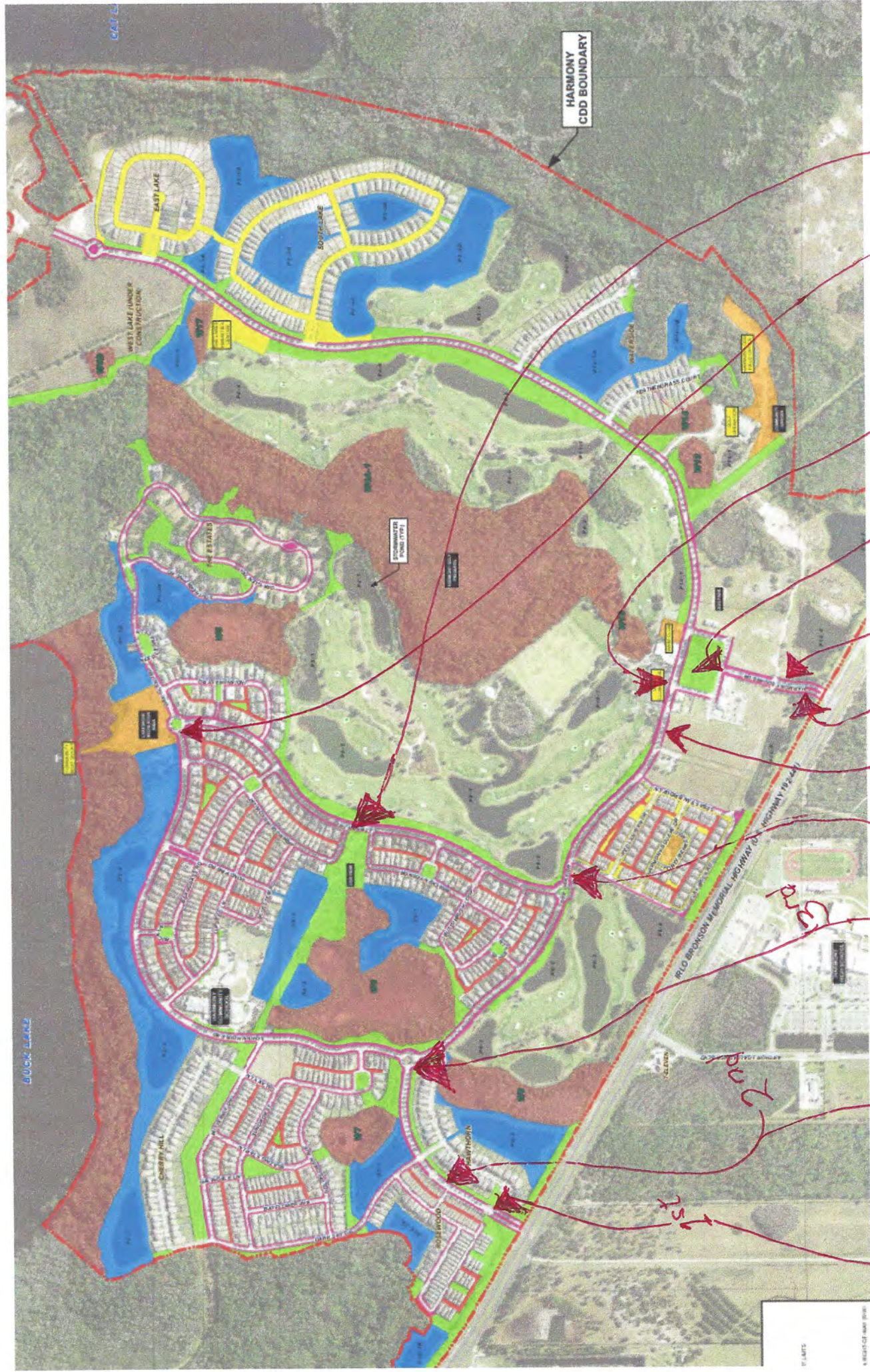




On Cat Brier in front of Dog Park







HARMONY  
CDD BOUNDARY

1st  
2nd  
3rd  
4th  
5th  
6th  
7th  
8th  
9th  
10th  
11th

PLATS

© 2000 CDD



# 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:

3<sup>rd</sup>

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

4<sup>th</sup>

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.

5<sup>th</sup>

Golf Course ←  
Town Center/ →  
East Entrance  
Community Garden ↗

Leaving Harmony at East Entrance

Add hanging  
sign w/ interchangeable  
message - Mtg  
announcements

CDD  
HROA  
HOAs

6<sup>th</sup>





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

11<sup>th</sup>

Main Dog Park →  
Golf Course ↑

?

## **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



## SIGN QUOTE:

A Product of:  
*Stegeman*  
*designs* LLC

Nov. 4, 2022

Mr. Vincent Morrell  
INFRAMARK  
7360 Five Oaks Drive  
Harmony, Fl. 34773

Dear Vincent:

As per your request, we at Stegeman Designs will produce and deliver twelve (12x) complete HOA sign packages. Each package will include Main Sign Panel (with each communities logo). All stock time, days, dates & month panels. And 6x double-sided single line and 6x double-sided two line sign panels with custom vinyl copy.

Also included is a 9' long 3"x3" alum (black enamel finish) sign post with cap.

Delivery in your area is included in our price (as a promotional feature).

Retail cost per HOA Sign Package & Post: \$2,100.00 each.

Total Cost: x 12 = \$25,200.00

10% Quantity Discount: \$ 2,520.00

Discounted Total Cost: \$22,680.00

We can invoice these 12x Signs individually if necessary. We do require a 50% deposit (\$945.00 ea.) on all signs to begin the design and fabrication process with the balance due upon delivery of each sign unit.

If you have any questions please don't hesitate to contact us. We also have current references upon request.

Tom Stegeman  
Owner/Stegeman Designs

10141 Spyglass Hill Lane / Ft. Myer, Fl. 33966 / Cell: (239) 898-5161

Payment Terms: Deposit Required Account

Created Date: 11/8/2022

**DESCRIPTION:** Wayfinding Sign 8'x4' - Custom shape**Bill To:** HARMONY COMMUNITY DEVELOPMENT DISTRICT  
313 Campus Street  
Kissimmee,, FL 34747  
US**Pickup At:** FASTSIGNS of Kissimmee  
1902 West Vine St.  
Kissimmee, FL 34741  
US**Requested By:** Vincent Morrell  
Email: Vincent.morrell@inframark.com  
Work Phone: (407) 361-3559  
Tax ID: 59-8017611462-4**Salesperson:** Teresa Oliva

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	8'W x 4'H Aluminum 0.080 with printed Vinyl and overlaminate - Custom shape - Single Side - Production time 7-10 Business days	12	\$652.3333	\$7,828.00

<b>Subtotal:</b>	\$7,828.00
<b>Taxes:</b>	\$0.00
<b>Grand Total:</b>	\$7,828.00

\*This estimate is valid for 30 days.

\*Please sign Estimate and include today's day. A 50% deposit is required to begin working on the project when is more than \$250.00 total cost. If it is less full payment is required to proceed.

\*Three Revisions and/or changes per Artwork per project. After the third change, a \$15.00 Fee will be added to the order per Artwork change.

\*Artwork and Set-up Fee does not release a digital copy of the artwork to customers (\$180 for Release of Artwork).

\*Customer will provide primary electrical service within 5 feet of sign electrical connection.

\*City or County Fees are not included in the estimate.

\*ANY ORDERS THAT ARE RUSH ORDERS, ORDERS WITH INSTALLATION, AND ORDERS THAT NEED TO BE DELIVERED NEED TO BE PAID IN FULL BEFORE PRODUCTION.

\*When ordering card on file is required to proceed with the order. Once production is completed we will charge the remaining balance automatically

\*All RUSH ORDER must be approved before 2:00 pm. After 2:01 pm the order will be ready for the next day.

**CUSTOMER NOTICE**

Prices listed, quoted, &amp; advertised reflect our cash price.

OUR REGULAR PRICE INCLUDES A 4% NON-CASH ADJUSTMENT.

We offer savings at the point of sale when you pay with cash.

The purpose of the non-cash adjustment is to incentivize customers to pay with cash. This is an "in-kind incentive" in compliance with section (2)(A) of the Durbin Amendment, a provision of United States Federal Law, 15 U.S.C &amp;

169o-2. We further provide a Cash Discount from the regular price in accordance with section (4)(c)(4) of the same document. This sign is meant to inform customers of our regular price in compliance with this law.

\*\*\*Thank You For Your Business\*\*\*

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## RE: Community Post Signs - Estimate

---

**From:** [marcus@sign-partners.com](mailto:marcus@sign-partners.com) <[marcus@sign-partners.com](mailto:marcus@sign-partners.com)>

**Sent:** Monday, November 7, 2022 10:42 AM

**To:** Morrell, Vincent <[Vincent.Morrell@inframark.com](mailto:Vincent.Morrell@inframark.com)>

**Subject:** RE: Community Post Signs - Estimate

**WARNING:** This email originated outside of Inframark. Take caution when clicking on links and opening attachments.

---

Hi Vincent,

Do you need these signs installed by us?

Looks like you are outside our service area, we can produce the panels, but they would need to be picked up here in Boca Raton.

Each panel would cost you \$750.00, let me know if you need more details.

Have a great day!

# **Subsection 7B**

## **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.

## 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>)



Royal poinciana (*Delonix regia*) tree in full bloom, Miami. Photo by Scott Zona  
(<https://www.flickr.com/photos/scottzona/2574965453/>).



Flower of the royal poinciana tree (*Delonix regia*).  
©Gitta Hasing, University of Florida.

# **Subsection 7C**

## **Removal of Concrete Pads**



**INFRAMARK**  
WATER & INFRASTRUCTURE SERVICES

# 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](mailto: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**



























