

**HARMONY  
COMMUNITY DEVELOPMENT DISTRICT  
AGENDA PACKAGE**

**Thursday, March 30, 2023**

**Remote Participation:**

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

--or--

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



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

# Harmony Community Development District

## Board Members:

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

## Staff:

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

## Meeting Agenda - **Revised** Thursday, March 30, 2023 - 6:00 pm

1. **Call to Order and Roll Call**
2. **Audience Comments on Agenda Items – Three (3) Minute Time Limit**
3. **Contractor Reports**
  - A. Benchmark
    - i. Fire Ant Treatment Proposal 2023-161 ..... Page 5
4. **Consent Agenda**
  - A. Minutes from the Workshop of February 7, 2023 and Regular Meeting of February 23, 2023 ..... Page 8
  - B. February 2023 Financial Statements ..... Page 138
  - C. #274 February 2023 Invoices and Check Register ..... Page 153
5. **New Business**
  - A. Consideration of Remodeling Ashley Pool Office for Community Maintenance ..... Page 157\*
  - B. Discussion of Website Management ..... Page 168
  - C. Consideration of Pool Reservation Request ..... Page 184
  - D. Offer of Amaryllis Bulbs
  - E. Consideration of Resolution 2023-04, Setting a Hearing on Revised Amenity Suspension and Termination Rules ..... Page 188
  - F. Consideration of Resolution 2023-05, Adoption of Record Retention Policy ..... Page 195
  - G. Acceptance of Fiscal Year 2022 Audit ..... Page 198
  - H. Discussion of Buck Lake ..... Page 240\*
6. **Staff Reports**
  - A. Field Manager Report ..... Page 289
    - i. Fence Proposals, A&C #7101, Ashley Fence, and Lasrasy Fence ..... Page 318
    - ii. Sidewalk Proposals, Paving America and Inframark ..... Page 322
  - B. District Engineer Report
    - i. Billy's Trail
  - C. District Counsel Report
    - i. Attorney Charge Review ..... Page 336
  - D. District Manager Report ..... Page 345
7. **Old Business**
  - A. Update to School District Growth ..... Page 349
8. **Supervisor Requests**
9. **Adjournment**

*The next meeting is scheduled for Thursday, April 27, 2023 at 6:00 p.m.*

## District Office:

313 Campus Street  
Celebration FL 34747  
407-566-1935  
<https://zoom.us/j/4276669233>  
[www.harmonycdd.org](http://www.harmonycdd.org)

## Meeting Location:

3285 Songbird Circle  
St. Cloud, FL 34773  
Participate Remotely: Zoom

OR dial 929-205-6099, ID 4276669233

# **Section 3**

## **Contractor Reports**

# **Subsection 3A**

## **Benchmark**



# **Subsection 3Ai**

## **Ant Treatment**

**Benchmark Landscaping**

PO Box 471057

Kissimmee, FL 34747

+1 4079297610

accounting@benchmarklandscapingfl.com

www.benchmarklandscapingfl.com



## Estimate

**ADDRESS**

Inframark c/o Harmony CDD

313 Campus Street

Kissimmee, FL 34747

United States

**SHIP TO**

Inframark c/o Harmony CDD

313 Campus Street

Kissimmee, FL 34747

United States

**ESTIMATE #** 2023-161**DATE** 03/14/2023

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**ACCOUNT MANAGER**

Jacob Mootz: JMootz@benchmarklandscapingfl.com

	DESCRIPTION	QTY	RATE	AMOUNT
Pest Control	Top Choice treatment to target fire ant control - price is per acre	10	465.00	4,650.00
TOTAL				<b>\$4,650.00</b>

Accepted By

Accepted Date

# **Section 4**

## **Consent Agenda**

# **Subsection 4A**

## **Minutes**

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Present and constituting a quorum were:

Chair  
Vice Chair  
Assistant Secretary  
Supervisor

Angel Montagna	District Manager: Inframark
David Hamstra	District Engineer: Pegasus Engineering
Brett Perez	Area Field Director
Residents and Members of the Public	

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

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

Ms. Kramer stated it will be in the magazine, so it is already written up and submitted.

SECOND ORDER OF BUSINESS	Audience Comments
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## THIRD ORDER OF BUSINESS Discussion Items

### i. Agenda Structure

Ms. Kramer stated ok, I am not sure what the agenda item Discussion Items means maybe that is items to bring up later but.

43  
44 *Audio outage*  
45

46 Ms. Kramer stated but you see the major categories, different organizations do it  
47 differently.

48 Ms. Kassel asked did you have a specific concern about the structure of the agenda?

49 Ms. Kramer stated I just wanted to put it out there in case there are additional items  
50 you want included in the consent agenda to streamline the process. That might be an item-  
51 by-item basis. Or if, again, our way of doing it is we had contractors reports typically first  
52 so those contractors could get in and out quickly and they do not have to sit through our  
53 whole meeting. And the question would be do you want the old and new business matters  
54 still on there or do you want to put most of that under the different staff reports?

55 Ms. Kassel stated no I think anything that pertains to a staff report should go under staff  
56 report but anything that is not can go under new business matters or old business matters  
57 depending on whether it is new or old. I think the idea for having the contractors reports  
58 and the audience comments early on, then the staff reports of the District Manager's report  
59 at the end is good. I think it is fine.

60 Ms. Kramer stated ok the only other thing was the audience comments. And I just  
61 wanted to run it by you because I have seen different as some of the County Commissions  
62 I worked with or dealt with do it a little differently. They have a general audience comment  
63 period where if something is not on the agenda, and this is typically at the beginning of the  
64 meeting like we do, but they also have, when they audience member fills out a form and  
65 says I want to speak on such and such an item, they wait until you get to that item to have  
66 them speak so that the information is fresh and you do not forget to deal with it when you  
67 finally get down there.

68 Ms. Kassel stated I have no qualms about doing that, it is just that we are going to have  
69 to announce at the beginning, at the first audience comments, to say if you want to speak.

70 Ms. Kramer stated on a specific agenda item.

71 Ms. Kassel stated wait until then instead of speaking now and speaking later so we can  
72 streamline the meeting.

73 Ms. Montagna can I just interrupt for one second. So again, if you are going to allow  
74 audience comments to go back and forth during, that is going to obviously prolong your  
75 meeting. You can do that at the beginning of your meeting. You can do audience comments

76 on anything, it can be agenda items or whatever you feel that is an option, as well. Or as  
77 Ms. Kramer just stated you can do agenda items at the beginning and then anything they  
78 want to talk about at the end and have two comment periods. Or if you want to have  
79 comment periods on every item that is on the agenda, that can get pretty lengthy.

80 Ms. Kramer stated right, and there it still would not be a back and forth because, again,  
81 that can really run your meetings long and we need to be very careful with that. You have  
82 seen that our meetings it adds up quickly.

83 Ms. Kassel but this, as you said, they would have to put in a speaker request form to  
84 discuss a particular agenda item at the start of the meeting, not put it in mid-meeting or ask  
85 to speak on the agenda item while we are on that agenda item. We need to announce that  
86 up front immediately, like when we say we will accept audience comments, but you have  
87 to fill out a form immediately, now, about any particular agenda item otherwise we cannot  
88 take your comments at that later time which is a time saver.

89 Ms. Kramer stated right, and Ms. Montagna, what I do not want to have us do is that  
90 when we get to a particular item or each item we have to stop and ask for audience  
91 comments. We are not going to do that.

92 Ms. Phillips do they fill out the speaker request form when they get here?

93 Ms. Kassel answered yes.

94 Ms. Phillips stated oh. They cannot put an asterisk on the agenda if there was a speaker  
95 request that we do not have time.

96 Ms. Kassel stated we can actually, on the agenda form, Ms. Montagna, I wonder if we  
97 could just put something for people who are reviewing it. If you are an audience member  
98 and would like to speak at the meeting about a particular agenda item please submit an  
99 agenda Speaking Request form and a link for that form.

100 Mr. Leet stated yes, so. Right, yeah that is a good idea. Right now, there is this footer  
101 on the front page that has table of contents, but it also has the District office it has the phone  
102 number and the zoom link. We can make the footer a little bigger but we can also there  
103 have for anyone viewing online click here to be taken to the form and when it is in person  
104 we could just have a few that were printed out and provide pens, or whatever, and just do  
105 whatever you can to ease the process but still try and enforce using these forms to try and  
106 keep moving things along with structure.

107 Ms. Kramer stated what I do not want to have us do is that when we get to a each item  
108 we have to stop and ask for audience comments. We are not going to do that.

109 Ms. Montagna stated I think that is what you are going to get into because people are  
110 not going to understand about the form and fill out the form and all this, but we can try it  
111 and see, but we will just have to really keep a close eye on that and shut it down if it gets  
112 to that because I think if you open that up people are going to anticipate that they can, well  
113 hey I want to talk about that particular comment and that it is going to keep going  
114 throughout the meeting.

115 Ms. Kassel stated but that is why we require, we announce at the beginning of the  
116 meeting, that if there is something they want to speak on, they submit a speaker request  
117 form now and not later.

118 Ms. Montagna stated no, I understand.

119 Ms. Kassel stated when we get past audience comments, the opportunity to submit a  
120 speaker request form for a particular agenda item goes away.

121 Ms. Montagna stated ok that is fine. I just, until that gets down pat, you just might have  
122 some rogue warriors here a little bit.

123 Mr. Leet stated the other thought is that we will still trying to have all the comments  
124 take place at the beginning be it just general they have something they want to bring to the  
125 Board or is relevant to a specific agenda item. And still try to have those fill out the form  
126 to speak and then do those comments at the beginning, and this does not sound like a firm  
127 policy but once we actually get to that discussion point, it might not merit anymore  
128 audience input, the audience might not have any more input, but yes, see this is really does  
129 not sound like a firm policy that we can follow. I am trying to keep it limited to the  
130 beginning but still have some opportunity for interaction when merited.

131 Ms. Kramer stated right, but what I found and what I have seen in other County  
132 Commissions and City Councils is that it helps because sometimes the comments made at  
133 the beginning of the meeting, then by the time you get down there or the person has to, we  
134 forget about it and they are sitting there in the audience squirming because we have  
135 forgotten yet we do not allow them to participate at that point in time. So, this just might  
136 be a way, now it may take a little more for Ms. Montagna or someone on the staff to collect  
137 the forms and then what they do is they put it in order of the agenda items then they hand  
138 it to the chair and then you guys remind me to check, because I will forget. But as it goes



139 forward we can try it out see how it works. If it does not we can always pull back to the  
140 beginning or we could do as Ms. Montagna suggested a beginning and an end. But if it is  
141 at the end, the problem is.

142 Ms. Kassel stated no, it will go on forever. It will go on forever.

143 Ms. Phillips stated when we get close to the end of the meeting, we are like.

144 Ms. Kramer stated we are drained.

145 Ms. Phillips right, we just are hurrying to get it done.

146 Ms. Kassel stated like I said at the last meeting, it is often after my bedtime.

147 Ms. Kramer stated my brains are fried.

148 Ms. Kassel stated my brain melts, and you will need a bucket.

149 Ms. Kramer stated so we will give that a try.

150 Ms. Phillips stated it has worked well though. I am not sure you can make a change  
151 because recently we have had the gentleman, I cannot remember his name, he came forward  
152 with the Billy's Trail proposal.

153 Ms. Kassel stated Mr. Dwyer.

154 Ms. Phillips stated oh, is that Mr. Dwyer that did that too? Ok. So, and then he is also  
155 doing the little library but he had presented all of that by email well ahead of time and we  
156 all knew what he was presenting and then it is all been taken care of. We did not have to  
157 take up an hour of the Board meeting to discuss all that, if that makes sense. So, if someone  
158 has something major to bring to the Board a suggestion or even a grand idea, that can be  
159 done ahead of time and be on the agenda as an agenda item all in itself.

160 Ms. Kramer and that would be nice if people would be prepared like that and provide  
161 that information if they have something they are feeling very strong about.

162 Mr. Leet stated I have done that in the past as a resident, put together a picture or even  
163 getting estimates for some project or what something might cost. We should, that kind of  
164 participation from residents would be great but, so I am trying to think how you can  
165 encourage that but it will still be: you want to do this work, put information together in  
166 advance of the meeting that would need to be, I guess a week before the meeting or  
167 whatever it is to get on the agenda. Make sure it gets sent to Ms. Montagna, sent to whatever  
168 Board member that resident is talking to, to make sure it gets into the agenda on time.

169 Ms. Phillips stated yes, although they could introduce that for the first time during the  
170 meeting.

171 Ms. Kramer stated I would rather have it on the agenda for the next meeting.

172 Ms. Phillips stated and then for the next month, right.

173 Ms. Kramer stated yes that might be better that way the Board could either say yay or  
174 nay because sometimes, as we have all experienced, some residents may bring up things  
175 that are totally inappropriate.

176 Ms. Phillips stated well, or just things we cannot do as projects. As much as I wanted  
177 a Facebook page for the CDD, it is not legal, we cannot do it, so not within the framework  
178 that we want to use it. And I know we have the website, and the website is a godsend, but  
179 a lot of people do not want to click on two things. They want everything at their fingertips.

180 Ms. Kramer stated we understand that but.

181 Mr. Leet stated I think we will discuss that later.

182 Ms. Phillips stated yes ok. So, I am not sure we need to make a change on this but if  
183 the Board feels that, because you are all more experienced than me, so obviously I/

184 Ms. Kramer stated ok, we do not take any action tonight.

185 Ms. Kassel stated we are not going.

186 Ms. Kramer stated nothing at all. So, this is just discussion for us all get ideas and  
187 information out. Is there anything else?

188 Ms. Kassel stated under structure, no.

189 Ms. Phillips stated no, under the structure, I think the structure that has been, for a  
190 newbie, this has been very clear to me how things were going go.

191 Ms. Kramer asked and consent agendas working well for everybody?

192 Ms. Kassel stated except for General Ledger Detail is something that is new and has  
193 been added. We actually did not approve the financial statements either, really, until this  
194 Board. We approved the check run summary and check register that is what we approved  
195 but now we are approving financial statements and now the general ledger detail, as well.

196 Ms. Kramer stated well we can take it off of the consent agenda and just have it in the  
197 agenda package for information. Does that work better?

198 Ms. Kassel stated yes, that works fine.

199 Ms. Montagna asked what was that? I am sorry you want to take what out of the consent  
200 agenda?

201 Ms. Kassel stated general ledger detail. I do not know that we need to approve that.

202 Ms. Montagna stated ok.

203 Ms. Kramer stated and financial statements or?

204 Ms. Kassel stated we can approve the financial statements. That is a typical thing to  
205 approve. I mean now that we did it before, but.

206 Ms. Kramer stated ok, the one thing I do want to bring to everybody's attention if you  
207 have questions particularly on something in the consent agenda, please reach out to Ms.  
208 Montagna ahead of time because she may be able to get a quick answer, I know my list of  
209 questions on where money is going and why it is being spent and why there is sales tax on  
210 this and we do not pay sales tax, all those questions. I get it to her in advance and if she  
211 can get the answers to me before the meeting then we do not have to go through a lengthy  
212 discussion.

213 Ms. Kassel stated you know the only thing is that often, the agenda gets to us on  
214 Thursday or Friday and depending on what we have planned during that time it may be  
215 hard to get to it until Monday or Tuesday or even Wednesday and so there is a limited  
216 amount of time to be able to put together a set of questions and get them to Ms. Montagna  
217 and get the answers before the meetings.

218 Ms. Kramer stated well if time permitting if you guys can try that. What I do is I set  
219 aside, since I know I am getting it Thursday evening then I just set time I know to set that  
220 day aside, because it takes me a full day plus to go through this.

221 Ms. Kassel stated yes, yes.

222 Ms. Kramer stated so if you can, over time, work your schedule.

223 Ms. Kassel stated I know there was a former member who said that he spent a half hour  
224 on the agenda, and I just do not understand how that is possible. Minutes alone are like up  
225 to 80 pages, usually at least 40 to 60.

226 Ms. Phillips stated I do want to make an admission here I do not read the minutes  
227 because it is too overwhelming, too long.

228 Ms. Kramer stated it is a lot. And let me just let everybody know what I do. I know Ms.  
229 Kassel goes over them also, but I sit down and again it would be nice if we can see instead  
230 of getting them Monday when the packages, information is ready. If we can get it the Friday  
231 before because what I sit down with the minutes put my headphones on and I listen to the  
232 whole tape and I check word for word and go through the whole thing. And just make sure  
233 it is accurate because I am anal retentive. And I know how important correct minutes are  
234 because once, legally, once the minutes are approved then they are what happened at the

235 meeting regardless of what is on the tape or what actually happened. So, we do not want  
236 anything in those minutes that would misrepresent what happened.

237 Ms. Phillips stated well it is so overwhelming to me still, but I do go through them, but  
238 I do not listen to it and read.

239 Ms. Kramer I understand I do not think there is a reason for all of us to do that.

240 Ms. Phillips stated I was just going to say, because I know that both of you do it. And  
241 so, as time goes on if we want it we could split the minutes up and you take the first ten  
242 pages, you take the second, or something like that.

243 Ms. Kramer stated well, I do not think Kerul goes, you do not go through item by item  
244 with the recording, do you?

245 Ms. Kassel stated no, I do not listen to it.

246 Ms. Kramer stated she catches some of the things that for whatever reason I do not,  
247 because sometimes your eyes glaze over, right?

248 Ms. Kassel stated I have a hard time very hard time listening. Speech is slow and  
249 reading is fast, and I have a hard time staying with listening and following along with the  
250 written text. So, I just I go through the written text word for word every single line, every  
251 single word, and so sometimes you catch things I do not and sometimes I catch things you  
252 do not.

253 Ms. Kramer stated so I think between the two of us we can.

254 Ms. Phillips stated but i feel guilty that I do not help.

255 Ms. Kramer stated do not feel guilty. We are going to make you work your tail off.

256 Ms. Phillips when I am more familiar with more of these things.

257 Ms. Kassel stated yes, we should move on because we are already twenty-four minutes,  
258 and we are only on the first item.

259 Ms. Kramer stated right, well some of these will go fairly quickly.

260 **ii. Preparation**

261 Ms. Kramer stated preparation for meetings. Does anybody have any questions about  
262 how to go through the agenda packet and what to look for and not look for, or anything  
263 like that?

264 Ms. Phillips stated well my son gave me a new, his old laptop, which has got a nice big  
265 screen. I am going be able to do that a lot better because it gets, I start and then I fizzle  
266 before I get to the end.

267 Ms. Kramer stated yes.

268 Ms. Phillips stated but going through the bills is very interesting and because there is  
269 so much information there, but it is a lot to take in. So, what I need to do is start doing it  
270 over a period of days and not try to do it all at the same time.

271 Ms. Kassel stated exactly, I do not do it. I generally divide up into four or five days.

272 Ms. Phillips so you would say we get it on Monday, for the meeting on Thursday?

273 Ms. Kramer stated no, you get the package the Thursday before.

274 Ms. Kassel stated the Thursday or Friday before.

275 Ms. Phillips stated ok, yes.

276 Ms. Kramer stated yes, late Thursday afternoon. And then, for the following Thursday  
277 night.

278 Ms. Phillips stated ok.

279 Ms. Kramer stated yes.

280 Ms. Montagna stated the biggest question I know that Mr. Short had, Ms. Phillips I am  
281 not sure if you have the same question, but he did not understand really, by looking at the  
282 agenda, what needed action by the Board. What did you need to review to be able to come  
283 to the meeting and take action on. So, I think I do not know if that may help you, but it is  
284 typically anything that is in new business, you are going to be asked to take action on or  
285 table it, any sort of proposals, contracts which would typically all fall under new business.  
286 Ms. Kramer is there anything else I am missing besides new business?

287 Ms. Kassel stated yes, no under CDD roles too.

288 Ms. Kramer stated there is a lot under the staff reports and right now proposals are  
289 under field managers. Sometimes they are under District Engineer's report.

290 Ms. Kassel stated or Legal Counsel.

291 Ms. Kramer stated or Legal Counsel or the District Manager's report so it may be good  
292 for us to on the agenda put an asterisk next to things and again I am trying to get Field  
293 Services to put the proposals that are alternatives to each other under separate items so we  
294 know we are not going to vote on each one of those, we are going to pick one of those  
295 three. So, if you can work with us, Ms. Montagna, on that on getting that cleaned up so that  
296 it makes it easier to understand.

297 Ms. Phillips because I did not understand the whole thing about the new landscape  
298 company, what I was supposed to do before I came to the meeting and so I felt guilty  
299 afterwards because I had to fill out that form and place a vote that night and I really was

300 not prepared. So, I am very happy that the two of them merged together, that takes the  
301 burden off me feeling bad. If that that makes sense.

302 Ms. Kramer stated oh, it does.

303 Ms. Kassel stated my sense is if you review everything in the agenda you will be  
304 knowledgeable enough to make a decision.

305 Mr. Leet stated in that case it might have been that we had these big landscape proposals  
306 so then. Yes.

307 Ms. Phillips oh.

308 Ms. Kassel yes.

309 Ms. Kramer and that is why it is important to try and get everything in the agenda  
310 package and not have add-ons or things sent out later. It all needs to be in that agenda  
311 package because if it is sent out later, one it is hard to figure out where it goes and what it  
312 does, and also the public does not see that stuff that gets sent to us later and we want to be  
313 as transparent as possible with the public so that they can see the same things we are  
314 looking at.

315 Mr. Leet stated and I would say, for Ms. Montagna, when that does happen if it is  
316 something that is just for us to review versus if it is something that is supposed to be public  
317 facing this would have gone into the agenda but now it is something that we are going to  
318 reference under separate cover but it needs to be published, just make sure that that that is  
319 communicated directly and called out so we can add to the website. There is room under  
320 each agenda to put if there is an extra data information package or something. That is  
321 something that has been done in the past I just need to make sure whether it is something  
322 for us to have as a Board for the meeting versus if it is something that needs to go out on  
323 the website just please make that clear to me.

324 Ms. Montagna stated yes, understood. And also, for the Board's knowledge moving  
325 forward, if you do have like landscape proposals that is really the bulk of it that will if that  
326 gets put in your agenda they are so large that they the agenda will not go out. We are having  
327 problems with it failing which is why we typically put those under separate cover but, Dan,  
328 as far as making those available to you to post on the website as additional add-ons but that  
329 should be the only thing that is ever added on, it should be. Unless there is something legal.  
330 Outside of that, I really do not see we should not be accepting anything late to the agenda.

331 Ms. Kassel stated well sometimes there is engineering stuff like there were the  
332 proposals engineering wise that came in because they did not make it into the agenda  
333 package on time because they came in late to the engineer so he could not get it to us in  
334 time or to you in time to include in the agenda. So, I think stuff happens and try as we  
335 might to make sure everything is in the agenda package sometimes it is just not possible so  
336 if you can send it to Dan to post online at least people will be able to reference it during  
337 the meeting or before the meeting so that we are not doing things in dark.

338 Ms. Montagna stated understood.

339 Ms. Kramer stated and again that is the importance of the different reports from our  
340 different staff the Field Manager, District Engineer, Counsel and Manager's Report, that  
341 can save us a lot of time in our meetings if they are detailed. If you guys want to get  
342 something across to the Board, go ahead and put it in that report and then we do not have  
343 to discuss it or have a presentation by that individual, unless there are questions from the  
344 Board members. So again, that could really streamline our meetings if you guys will stick  
345 with us. I miss Mr. Hamstra's really good engineering reports, and I am hoping he will  
346 start those back again because they were easy to read, they were a lot of information, and  
347 we did not have to spend long presentations before the Board to deal with them. Any other  
348 questions about the agenda?

349 Ms. Kassel stated no, we were on preparation.

350 Ms. Kramer stated oh, preparation, sorry.

### 351 **iii. Participation**

352 Ms. Kramer stated ok, participation. This is, again, we have already dealt with the  
353 audience comments question, but participation again is giving the public, our residents, as  
354 much information ahead of time so they can, if they choose, many people do not, and I  
355 understand busy lives and everything but for those who do want to be knowledgeable and  
356 ask questions we need to have that information out there for them to see. It is just the  
357 transparency thing. Anything else about participation?

358 Ms. Kassel stated I am not sure what you meant by participation.

359 Ms. Kramer stated well I was not exactly sure, but I guess it would be Board member  
360 participation. What I want to do as chair, is to make sure that everybody has an opportunity,  
361 all the Board members have an opportunity, to give their input and then I typically lay low  
362 until last so everybody can get into the discussion. Have you guys got any input of how I  
363 can improve that?

364 Ms. Kassel stated I think it is good.

365 Ms. Kramer asked is it working well?

366 Ms. Kassel stated yes I know there are sometimes where you are passionate about a  
367 particular subject and you cannot help it but go first, but that happens to me too.

368 Mr. Leet stated yes. My only comment is related to what we talked about earlier with  
369 the audience comments and I am guilty of this myself just as much as a quick little reply  
370 or anything just let them have 3 minutes and try to keep everything moving to try and as  
371 much as we can hold ourselves to that and then at the proper discussion time bring that up  
372 address whatever it needs to.

373 Ms. Kramer stated yes because that can get pretty lengthy. So, Ms. Phillips,  
374 improvements or recommendations?

375 Ms. Phillips stated no, I had made a vow to myself that I was not going to speak when  
376 people did their 3 minutes because that is something we should not do, and I actually wore  
377 a bracelet for one meeting and that was my reminder. I mean you want to because you want  
378 to help, but it also is not proper procedure.

379 Ms. Kramer stated yes it is frustrating. I know that I like to go back and forth but again  
380 there would be six-hour meetings if we did that.

381 **iv. Follow Up**

382 Ms. Kramer stated follow up to the meetings. Ms. Montagna puts together a summary,  
383 she gets it out to all of us, and then identifies what staff member, in either Inframark or the  
384 District Engineer, or whatever. So is there any improvements or changes anybody would  
385 like to see in that?

386 Ms. Phillips stated no I think that is well done.

387 Ms. Kassel stated I and as I think you all know I post that on the various Harmony  
388 Facebook pages and Nextdoor so that people that cannot attend the meeting, or are not  
389 available to stream the meeting either during or after they can just see it the summary at  
390 the end and then that frees me up during the meetings to pay closer attention instead of  
391 trying to take notes while listening.

392 Ms. Kramer stated yes, it frees you up much more to participate at the meeting.

393 Ms. Kramer stated in the past, I think it was Mr. Farnsworth used to post those on the  
394 website, but Ms. Suite was uncomfortable with that. Ms. Montagna do you have any  
395 thoughts?

396 Ms. Kassel asked post what on the website?



397 Ms. Kramer stated those follow-ups.

398 Ms. Montagna stated I do not have any issues if that is what the Board wants, I do not  
399 have any issue with that at all. I have other Districts that will take my meeting summary  
400 and even Mr. Perez's field recap and send it out in an eblast to all their residents. That is  
401 totally a Board decision. I personally do not have a problem with it, but I would ask, if that  
402 is what you are doing to make sure the Board reviews it first and sends me any revisions  
403 or things that I could have missed or anything before it goes public. That is my only request.

404 Ms. Kramer stated that is a good idea. So, Ms. Montagna if when you send it out the  
405 first time if you will make sure you note "draft", so none of us forgets and posts it, or  
406 publishes it or anything. Then you can put final out after you have gotten comments. Does  
407 that work?

408 Ms. Montagna stated ok.

409 Ms. Kramer stated ok that way we can distinguish so we do not misstep and put the  
410 wrong thing out.

411 Ms. Montagna stated yes.

412 Ms. Kramer stated the next item was a discussion of CDD roles.

413 **B. CDD Roles**

414 **i. Field Services**

415 Ms. Kramer stated I do not know, Ms. Montagna, do you want to go through each one  
416 of these, or Mr. Perez if he wants to deal with field services. Or do you want to just take  
417 questions from us, I do not know. Some of us may not know what we do not know.

418 Ms. Montagna stated do you want to start with field services? Does anyone have a  
419 question on what field services does for you, the roles, any of that?

420 Ms. Kassel stated my only question is how is the search going? Which does not have  
421 to do with roles really it just has to do with how that is going.

422 Ms. Montagna stated Mr. Perez.

423 Mr. Perez stated yes, I can give you an update. So currently, good evening, sorry I  
424 should say that. We do have an employee out there Mr. Jeison Castillo he is bilingual, very,  
425 very well trained, comes from our Celebration staff, and we are really high on him. He is  
426 currently shadowing Mr. Morrell, and the goal is he is going to stay shadowing Mr. Morrell.  
427 It is only his second week, second full week, and he will shadow Mr. Morrell probably for  
428 another four weeks before any transition is made. Mr. Castillo will be attending the next  
429 CDD meeting in person and so you will get to meet him and say hello and again he is going

430 over all the SOPs all of the card access information, the boat registrations how that works,  
431 any pavilion rentals, scheduling, getting to know the guys, the tasks they do the tasks we  
432 are responsible for, working with the new landscape vendor Benchmark, so we are going  
433 to make this a smooth transition and that is currently where we are at with it and I can take  
434 any questions you may have.

435 Ms. Kassel stated thank you Mr. Perez.

436 Ms. Montagna stated talk about new hires, Mr. Perez.

437 Mr. Perez stated yes so we do have a new hire starting next week. She comes with  
438 experience; she has got some janitorial experience and pressure washing so we are excited  
439 to have her on board. We still have the two labor staffers so currently right now on staff  
440 you have six employees right now. Which obviously is a little bit heavier than what it has  
441 been in the past, but obviously the training piece is not going to change, or Mr. Castillo's  
442 role is not necessarily fully out in the field doing stuff so, you have got five full time  
443 employees right now. Mr. Santiago, unfortunately, is leaving. He has got some health  
444 issues that he is going to deal with, and I think he is going back to Puerto Rico for that. We  
445 have had some applicants; one was from Melbourne. Unfortunately, that one did not pan  
446 out. He wanted a job offer before an interview to drive out to Harmony for the interview,  
447 so we said that is not going to happen.

448 Ms. Kramer stated I appreciate that we do not need any of those, but my understanding  
449 of permanent staff right now, we have Mr. Castillo who is going to be replacing Mr.  
450 Morrell is that correct?

451 Mr. Perez stated correct.

452 Ms. Kramer asked then we have Brad?

453 Mr. Perez stated correct.

454 Ms. Kramer stated and then we have our Mr. Santiago, but he is leaving.

455 Ms. Kassel stated we also have Mr. Morrell as well as Mr. Castillo currently because.

456 Mr. Perez stated correct.

457 Ms. Kramer stated what I am looking for is what is going to be on the other side. And  
458 then we have a new hire coming on.

459 Mr. Perez stated correct.

460 Mr. Kramer stated so to get up to full staff, you still need to hire one more. Well,  
461 actually two more, the replacement for Mr. Santiago and the open position.

462 Mr. Perez stated which we have staffed right now with labor staffers, correct.

463 Ms. Kramer right you have day laborers coming in. Are we keeping consistent day  
464 laborers so that when they?

465 Mr. Perez stated yes, it has been the same, one has been the same labor staffer for the  
466 last three or four weeks. We have kicked a few out, if they do not show up we tell them we  
467 do not want them back, so we are we are pretty picky with it. It is not like we are picking  
468 them up from Home Depot on the back of the truck so.

469 Ms. Kramer stated I do not know, you can find some good ones there, let me tell you.  
470 Now is it a situation where they can turn into permanents later, or?

471 Mr. Perez stated correct yes. If our contract with them is that they have to work a set  
472 number of hours with us and then once they hit that number of hours then we can move to  
473 proceed to hire them as full-time employees and we have done that with we have done that  
474 with quite a few staffers to be honest with you.

475 Ms. Kramer stated ok. Any other question and CDD services, if you go to the contract,  
476 I think I sent it out to everybody previously, with Inframark it has the scope and it has very  
477 specifically the five positions and what is expected of each position. And again, some of  
478 these could cross but, again, it can give the Board members and the residents and the public  
479 if they want to copy of it we can put that out there but exactly what because our field  
480 services staff does a lot. I mean they do a lot. But I want to remind all the Board members  
481 that again our role, which we will get to in a minute, our role is strictly policy making and  
482 making the high-level decisions. We are not allowed to go up to Mr. Santiago or Mr.  
483 Vinson and say hey I need you to do this. The contract is very specific that our expectation  
484 is to go through Mr. Perez and not mess around with the field staff.

485 Mr. Leet stated Inframark is the employer.

486 Ms. Kramer stated yes, Inframark is the employer. there are all sorts of situations where  
487 that has gotten, not necessarily in Harmony but in a lot of other public services, and that is  
488 why again you see the City Managers in many of the cities or the County Manager gives  
489 that protection for the employees from the politicians or the elected officials. So, we want  
490 to keep that separation so just as a reminder there. And that brings us to our District  
491 Manager unless anybody has another question about field service.

492

493

494           **ii. District Manager**

495           Ms. Kramer stated ok, tell us what you do Ms. Montagna and give us a quick rundown  
496 or that is in the contract too if you really wanted detail without having to spend the time  
497 here but just generally she runs us.

498           Ms. Montagna that is essentially it, and yes my scope is in the contract but if anyone  
499 has any additional questions I am happy to help and answer those. Your point of contact  
500 via the contract, or not really the contract per se but in in all Districts, we have one point  
501 of contact. It typically is the Chairman and so there is a lot of stuff behind the scenes, in  
502 between meetings, that Ms. Kramer and I do, meet, accounting, financials, all that kind of  
503 stuff behind the scenes. So, but if you have any other questions I can answer them, if not  
504 we can move on.

505           Ms. Kramer asked ok, any questions about the District Manager?

506           Ms. Kramer stated ok, District Engineer.

507           **iii. District Engineer**

508           Ms. Kramer stated our District Engineer role is to advise us on our infrastructure and  
509 again I do not know if he is still here or listening, but the District Engineer's job, and think  
510 of it as horizontal versus vertical. Our District Engineer does everything horizontal so the  
511 stormwater ponds, pipes, the alleyways, anything that needs engineering input. Typically,  
512 the District Engineer does not do things that go up, so your structures, and that is why when  
513 we look to move the storage area out from near the garden out to another area that has more  
514 permanent access or reliable roadway we are going to have to bring in probably an  
515 additional planner and builder. We may not need our engineer for that since at least one of  
516 the possible locations already has a roadbed and everything there so we would not have to  
517 look for that. So, does anybody have any questions about our District Engineer what he  
518 does? Ok.

519           **iv. District Legal Counsel**

520           Ms. Kramer stated District Legal counsel again, pretty self-explanatory, he advises us  
521 on legalities and keeps us out of trouble, hopefully, if we listen to him or her, whichever  
522 the case may be. Any questions about District Legal Counsel?

523           **v. CDD Supervisors**

524           Ms. Kramer stated and the Supervisor's role. Ms. Montagna do you want to go over  
525 that, what we can and cannot do or should or should not do?

526           Ms. Montagna stated yes, so your role as a Supervisor is policy driven. You are an  
527 elected official and you are, your essential job is to make the policies and decisions for the

528 District. It is our job as management and staff, meaning counsel, engineer, and all of that,  
529 to bring you as much information as we possibly can on whatever the topics are for you to  
530 be able to make an intelligent decision on those topics. It is not to get into the weeds and  
531 go out and do stuff. There is no policy against Board members meeting with vendors or  
532 what have you, but it really can get chaotic if you get into the habit of doing that because  
533 then the vendors are being pulled in different directions. So, but the essential job that you  
534 have as I stated is policy driven it is administrative. Ms. Phillips, I know Mr. Leet, Ms.  
535 Kassel and Ms. Kramer have an idea is there any specific questions from you that you may  
536 be confused about or in the gray about that I can help clarify? I do not want to go into the  
537 weeds with everybody else being that they understand.

538 Ms. Phillips stated no I am starting to understand that with each passing month. For  
539 instance, with the RV lot I was laying awake the other night and I started thinking, what  
540 was it I was thinking? It was some little minutia that I should leave in your hands is what I  
541 was trying to say so I am starting to finally get it, about the policy making and not getting  
542 into the details. You bring us the information we make a decision and then you carry it out.

543 Ms. Montagna stated right and if there are things that you are seeing out there or that  
544 you do not necessarily think should be going on then, obviously, the time to bring that up  
545 is at a Board meeting, under supervisor comments. Or if you ask for something to be added  
546 to the agenda because you are noticing something out there that is not quite the way it  
547 should be that the Board needs to look into it possibly make a decision on. The other big  
548 part that I will say is this, and I stress this in every District, Board members you do have  
549 access to your legal counsel and your engineer, however they are billable, and you can rack  
550 up billable expenses very quickly. So, what we typically, and most Boards will do, if it is  
551 an out of hand problem the Board sometimes will make a motion or a policy or something  
552 stating that you need to run everything through your District Manager. Either I can get you  
553 the answer and if I cannot then I will go to counsel or engineering to get that answer for  
554 you. If you start reaching out directly, again, just keep in mind they are billable, that can  
555 get your expenses out of whack. So outside of that, that is pretty much it.

556 Mr. Leet stated that was item 7.

557 Ms. Kassel stated yes I was going to say that.

558

559

560           **vi. Chair**

561           Ms. Kramer stated as Ms. Montagna said as far as the chair is concerned basically acts  
562           kind of like a Mayor or a coordinator so that you do not have to worry about everything I  
563           coordinate with our District Manager and together we make sure the wheels do not fall off.  
564           So, that is pretty much what I do.

565           **vii. Supervisors' Interaction with District Professionals and Staff**

566           Ms. Kassel stated I do have a question. Under this item B7, 3B7, in regard to contact  
567           with field services for example right behind my house the drain partly collapsed yesterday  
568           and so I texted Mr. Perez directly to say this is going on, apparently somebody had already  
569           reported to him, and he let me know that they were addressing it. But sometimes it feels  
570           like it is a little, I mean Mr. Perez is not going to be sending billable hours, so I just thought  
571           it would be much more direct to go right to him since it was a relatively dangerous situation  
572           potentially.

573           Ms. Kramer stated, and you can, that is not a problem. That would be for District Legal  
574           Counsel and District Engineer.

575           Ms. Kassel stated and not on staff.

576           Ms. Kramer stated yes, in fact for all of us, one, we are still residents, and I constantly  
577           am sending things into CDD maintenance and letting them know but, again, if it is a health  
578           and safety issue that needs to be addressed, our contract says that the Supervisor's point of  
579           contact is Mr. Perez. Yes, so that would be appropriate.

580           Ms. Kassel stated, and I just want to say, Mr. Perez, thank you for being so quickly  
581           responsive. So, a neighbor sent me a photo of that drain problem yesterday and I reached  
582           out to him, and he got right back to me and later on that day somebody, another neighbor,  
583           reached out to me about the sycamores on Beargrass Road and what was happening with  
584           them, and he responded like this. Thank you, Mr. Perez. I so appreciate your responsiveness  
585           and your clarity, thank you.

586           Mr. Perez stated no problem.

587           Mr. Leet stated and along those lines, if we acting as residents are sending something  
588           in to CDD maintenance, I know a lot of times Mr. Morrell might be the one that replies but  
589           we are still, we have made that communication through Inframark and everything so that  
590           is not the same as us hey you know.

591           Ms. Kramer stated yes and the reason for that separation is that the case law is replete  
592           with Supervisors or County Commissioners or County Councilmen who have been

593 misusing, and just blurring the line between what, so it is good to have that extra thing.  
594 When we send things into CDD maintenance, it goes to Ms. Montagna and Mr. Perez, in  
595 addition. Is that right?

596 Ms. Montagna, yes, it goes to Mr. Perez, myself, and six other people.

597 Ms. Kramer stated so, Inframark is fully informed. Ok, now on 7, as far as information  
598 so we check with the District Manager first. Ms. Montagna you are our District Manager  
599 right now?

600 Ms. Montagna stated forever.

601 Ms. Kramer stated and so we will touch base with Ms. Montagna first. She may have  
602 the information you need right off the top of her head, or she may be able to get it but it  
603 streamlines it in that we all may have the same question and if all four of us go to the  
604 District Engineer, or go to the District Attorney, again those billable hours rack up real  
605 quick.

606 Ms. Kassel stated we understand, you got it.

607 **C. Supervisors Serving as Liaisons**

608 **i. Buck Lake Committee with Harmony West**

609 Ms. Kramer stated our next item are supervisor serving as liaisons. We only have one  
610 formal area that we have a liaison to a specific entity and that is the Buck Lake Committee.  
611 We share Buck Lake with Harmony West. They actually own it, and we have an agreement  
612 that provides us with full access to it. We share costs in maintaining it and there is a Buck  
613 Lake Committee. Right now we have been able to work out most of the concerns with it  
614 and get to a point where we are just on an annual basis of meetings. The next meeting is in  
615 March. I am currently the liaison to that but if anyone else wants to take that on, I would  
616 be more than happy to turn it over. So, just let Ms. Montagna know if you are interested  
617 and then we can bring it back to the Board to get that change made.

618 Ms. Phillips asked you mean the lake where the boats are?

619 Ms. Kramer stated yes ma'am.

620 Ms. Phillips asked that is owned by Harmony West?

621 Ms. Kramer answered yes.

622 Ms. Phillips asked does it border Harmony West?

623 Ms. Kramer stated yes. The canals and everything that come off the lake.

624 Ms. Phillips stated oh, right.

625 Ms. Kramer stated the original intent was to have it owned by a conservation  
626 management entity, a nonprofit, but I do not know all the history of it. It was going to be  
627 donated to us but then it was turned over to them, but we do have an agreement that locks  
628 it in, and it would be very difficult for them to block us out is almost impossible.

629 Ms. Phillips asked but they do not use our boats?

630 Ms. Kramer stated no.

631 Ms. Phillips asked so are they ever going to put in their own?

632 Ms. Kramer stated they are not going to put in their own boat area. They do have two  
633 launching areas controlled by homeowner's associations that are behind gates but there  
634 they are specifically or basically for hand launching of canoes and kayaks.

635 Ms. Phillips stated oh, ok.

636 Mr. Leet stated now, when the North gets developed they will probably have their own  
637 dock. Is it the understanding, is that correct?

638 Ms. Kramer stated I do not know they were not included in the agreement.

639 Mr. Leet stated ok, yes, and so.

640 Ms. Kramer stated being that it is a private lake.

641 Mr. Leet stated right, yes.

642 Ms. Phillips stated that is your backyard right?

643 Mr. Leet stated oh, a lot of people's backyard.

644 Ms. Phillips stated I know, but I mean, yes. Make sure you have the right.

645 Ms. Leet stated I guess at different times, I mean, they carved out Harmony West has  
646 its own CDD. Is it going to be yet another separate CDD for the North, do we know?

647 Ms. Kassel stated not sure, I thought it was part of Harmony West.

648 Ms. Kramer stated it wraps around. I have seen the full plans. It wraps around.

649 Ms. Kassel stated yes, so it is all Harmony West.

650 Ms. Kramer stated I think it tags into.

651 Ms. Kassel stated yes, yes. It is, it borders on The Ranch.

652 Mr. Leet stated yes.

653 Ms. Kramer stated ok.

654 Mr. Leet stated so my question was how often and when are those Buck Lake  
655 Committee meetings?



656 Ms. Kramer stated again we have gotten them down, we did, I brought all the  
657 information back to the Board about the agreed upon plan and policies and everything with  
658 the with the lake. And we adopted all those so now it is strictly a once a year in order to  
659 have a contract with an entity to maintain the lake.

660 Ms. Kassel stated which has been Biotech.

661 Ms. Kramer stated Biotech, yes. Unfortunately, the difficult part of all this is that it is  
662 a two-person committee, so you end up with a stalemate.

663 Ms. Kassel stated yes.

664 Mr. Leet stated and when they do have these meetings? Is that like weekdays during  
665 business hours?

666 Ms. Kramer stated yes because they are still developer controlled. Now once they are  
667 no longer a developer controlled CDD then that may change.

668 Mr. Leet stated right.

669 Ms. Kramer stated, and the meetings may be in a different location. Right now, they  
670 are up in Kissimmee at Johnston Surveying, and it is kind of a pain in the rear to get there.

671 Mr. Leet stated yes. Would their threshold for going over to resident control, is that  
672 contingent on that entire developable area because that is going to be awhile.

673 Ms. Kramer stated so, we will see. But anyway, so think about it. If I know both of you.

674 **ii. Landscaping with IFAS and Benchmark**

675 Ms. Kassel stated well, I am willing to consider taking on item C2, landscaping with  
676 IFAS and Benchmark.

677 Ms. Kramer stated ok.

678 Ms. Kassel stated but I think we need somebody with a firm, how do I articulate this?  
679 Somebody who is not a pushover with the Buck Lake Committee and Harmony West.

680 Ms. Kramer stated you have read some of the minutes. Ok so.

681 Ms. Kassel stated yes, so tell me more about liaison between IFAS and Benchmark.  
682 What that role looks like.

683 Ms. Kramer stated Ms. Montagna, I do not know, again. A lot of our landscaping is  
684 aging and needs to be replaced.

685 Ms. Kassel stated believe me, I look at it every day.

686 Ms. Kramer stated yes, Ms. Sullivan said hey you guys need to rip out a lot of this stuff  
687 it is because the trees have grown up there is too much shade and change out the type of  
688 vegetation.

689 Ms. Kassel stated plus I think we have a lot of shrubbery and other plant material that  
690 has aged out. In other words, just like a tree has a life, just like a human has a life, plants  
691 and shrubs have a life, and it is not indefinite, it is not forever. So, I think a number of these  
692 shrubs have not been taken care of and they are also reaching the end of their life cycle.  
693 But, there is a lot of it, and it is going to be an expensive replacement. But we need to focus  
694 on plants that are more native and that are appropriate for the particular location, the  
695 amount of light, the kind of soil, the amount of moisture, all of that. So that there is less  
696 maintenance required, less upkeep, and so that is my thinking about it.

697 Ms. Kramer asked ok, so are you willing to run with that?

698 Ms. Kassel stated ok, so I just need to know a little more about what the role is.

699 Ms. Kramer stated I would envision it as working with Benchmark to identify areas  
700 that need to be reworked, in an order of priority. And we need to watch our budget while  
701 that is happening. But, say you select one pocket park and say ok, we are going to that is  
702 going to be a project and then work with IFAS. Now it will not be just Ms. Sullivan, she  
703 gave me someone else's name there, but you could ask her.

704 Ms. Kassel stated so then the bigger question.

705 Ms. Kramer stated and then.

706 Ms. Kassel stated I am sorry, go ahead.

707 Ms. Kramer stated then come back to the Board and say hey this is what we worked  
708 with IFAS and with Benchmark and here is what we would recommend and maybe  
709 Benchmark can do a little graphic of it so that we, the Board members can see it, I am not  
710 a good visual person with just names of plants.

711 Ms. Kassel stated right.

712 Ms. Kramer stated but a little graphic then we could take a look at it, it will have a  
713 budget because Benchmark will be working with you on that.

714 Ms. Kassel stated so I have a question, and this question is probably for Ms. Montagna.  
715 Because we are replacing landscaping will that fall under reserves, or will it fall under  
716 maintenance?

717 Ms. Montagna stated you have a line in the budget for you, let me pull it up make sure  
718 I say it the right way, but I believe it is other landscaping.

719 Ms. Kassel stated but that is very minimal it is a small amount it is not going to cover  
720 much at all.

721 Ms. Montagna stated if it is rework needed, it would need to come from reserves.

722 Ms. Kramer stated or replacements which would be the reserves.

723 Ms. Kassel stated well that is why I am asking Ms. Montagna if that is like legal, if that  
724 is allowable. Can we use renewal, and can we use what can we use reserve monies for  
725 renewal and replacement of landscaping.

726 Ms. Montagna stated yes.

727 Ms. Kassel stated ok.

728 Ms. Montagna stated you can use reserves for whatever the Board would like them to.  
729 We did away with your earmarking reserves. Now it is just in in an account, a reserve  
730 account, to be earmarked as you see fit.

731 Ms. Kassel stated however, we are going to need to discuss this in more detail regarding  
732 the amount within the reserves that we are willing to set aside for landscape refurbishment.  
733 Because we are already spending a lot of those, we are probably going to end up having to  
734 pull money from reserves to, or from somewhere, to cover the extra cost of the landscaping  
735 services that is not in our budget.

736 Ms. Kramer stated yes, I think we have found that, not touching reserves. So, we will  
737 hopefully bring that back to you next.

738 Ms. Kassel stated but we also have a lot of other things that we that we need.

739 Ms. Kramer stated yes, that have to be prudent.

740 Ms. Kassel stated exactly.

741 Ms. Kramer stated the front fence.

742 Ms. Kassel stated yes.

743 Ms. Kramer stated I mean our list from our reserve study is pretty major and pretty  
744 expensive. We are just at that age in our community that it is that time.

745 Ms. Kassel stated so I am going to need input from the Board before I meet with IFAS.  
746 When I am when I am looking, with Benchmark, and I assume Mr. Perez is going to be  
747 part of those conversations. Do I have that right Mr. Perez, or not so much?

748 Ms. Montagna stated yes.

749 Ms. Kassel stated ok, well I heard from Ms. Montagna, but not Mr. Perez, ok.

750 Ms. Kramer stated she is his boss, so she can do that.

751 Ms. Kassel stated so I am going to need some guidance from the Board about how  
752 much we want to set aside for that and before I start meeting with Benchmark and talking  
753 with Mr. Perez.

754 Ms. Kramer stated and if you guys could just get a feel for how much, how many of  
755 these areas we need to do so we can figure out how much of a priority this is. So that would  
756 be the landscape. There is the budget, and the ponds were listed. I do not know where these  
757 came from.

758 Ms. Kramer stated Management Liaison which I think I am pretty much that with you  
759 Ms. Montagna, is that right?

760 Ms. Montagna yes, so typically if you want to develop them usually you will have a  
761 landscape pond you typically, you do not really have much going on with your ponds.  
762 Management is typically your Chair. Every now and then on the Board we will have  
763 someone that is an accountant or that has finance background and that is who the Board  
764 would like to appoint as a budget/finance person.

765 Ms. Kramer stated well let us put out that is the one thing I think we are lacking in  
766 expertise on the Board.

767 Ms. Kassel stated hopefully somebody, there will be people who will be applying. Have  
768 you gotten any applications yet Ms. Montagna for the CDD Board position?

769 Ms. Montagna stated yes, we have two one from a Mr. Meek and then one from Ms.  
770 Meek, those are the only two we have so far.

771 Ms. Kassel stated well at any rate, probably one of the things that we will hope to look  
772 for is a substantial financial understanding.

773 Ms. Kramer stated that is that is our gap right now, because I know math, but  
774 accounting makes my eyes glaze over so that would be great to have.

775 **iii. Budget**

776 This item was not discussed in the meeting.

777 **iv. Ponds**

778 Ms. Kramer stated the ponds, we do have the Lakes. A bunch from the Lakes have  
779 approached us to do a little more on the ponds, but they said that at this point time since  
780 we have a new landscaper coming in they will wait and see how their maintenance of the  
781 ponds goes before. So, think about it if you guys want to do that.

782 Ms. Kassel stated are we talking because the landscaper does not deal with interior of  
783 the pond.

784 Ms. Kramer stated they just mow.  
785 Ms. Kassel stated they just mow around the pond and that is only quarterly right?  
786 Ms. Kramer stated no, now they do within a foot of the water's edge.  
787 Ms. Kassel stated how often, every week? No?  
788 Ms. Kramer stated regularly.  
789 Ms. Kassel stated ok.  
790 Ms. Kramer stated yes we still want to keep that buffer in there to protect from shoreline  
791 erosion.  
792 Ms. Kassel stated and to catch trash before it gets to the pond.  
793 Ms. Kramer stated before for it hits the pond.  
794 Ms. Kassel stated and also to catch fertilizer runoff.  
795 Ms. Kramer stated now the other thing we already have, which I do not know if it is a  
796 liaison or volunteer, but we have Mr. Leet who does the website and the recording of the  
797 meetings. That is what keeps him busy.  
798 Ms. Kramer stated think about it, Ms. Phillips, what you might want to do or get  
799 involved with and again there are a lot of other areas that we can come up with. If you want  
800 to be the one looking and keeping an eye on. Again, I like to go you take the most expensive  
801 areas and work down. You are going to get the biggest bang for the buck looking at the  
802 most expensive stuff. So, our water bills, our electric bills, if you are willing to keep an eye  
803 on those.  
804 Ms. Phillips stated and actually I was, on the water bills I do not know there is probably  
805 somewhere I would like to make a chart of which meter goes where they are.  
806 Ms. Kramer stated I provided that to Mr. Perez. There is an interactive map that you  
807 can actually walk around Harmony and touch it and see.  
808 Ms. Phillips stated ok.  
809 Ms. Kramer stated where the meters are.  
810 Ms. Phillips stated because if I could write them down every month, put them in the  
811 right spot and we can see you know this one is usually \$40.00 a month and all of a sudden  
812 it is \$300.00, well something is wrong you know.  
813 Ms. Kassel stated yes, but the bills show what the usages over the last year typically  
814 are.

815 Ms. Kramer stated, and we have got to be careful with that, but we can go over all that.  
816 And Barbara with Toho, she is our customer service representative she has is sending us  
817 weekly every Friday.

818 Ms. Phillips stated oh that is right.

819 Ms. Kramer stated a summary, and it is wonderful to look at. I mean we have one area  
820 out near the Estates that is using, what was it 69,000 gallons of water every time the  
821 sprinklers come on. And that is once a week, I mean twice a week, so that bill runs us  
822 anywhere between \$2000.00 just for that meter, \$2000.00 to \$4000.00 a month so Mr.  
823 Perez and Benchmark are tracking that down now to find out where is all that water going,  
824 that is an enormous amount of water.

825 Ms. Phillips stated right.

826 Ms. Kramer stated and that is been going on for years. So again, this is why it is so  
827 important to watch these like a hawk.

828 Ms. Phillips stated well it is possible there is something going on underground.

829 Ms. Kramer right, and that is what they are.

830 Ms. Phillips feeding into their water supply so they can sell it to us again.

831 Ms. Kramer stated no, I do not think so, I certainly hope not. They are really good and  
832 the nice thing about them is when you spot something, and we find it and we correct it then  
833 they are really good about giving us back for that.

834 Ms. Phillips stated I did not mean that they were causing it or

835 Ms. Montagna stated right.

836 Ms. Phillips stated I just meant that it was kind of we need think about siphoning it off.

837 Ms. Kramer stated but yes so that is there.

838 Ms. Phillips stated can I ask a question about the electric?

839 Ms. Kramer stated sure.

840 Ms. Phillips asked are our streetlights solar powered to any extent?

841 Ms. Kramer stated no.

842 Ms. Phillips asked why do the lights go on and off all night long?

843 Ms. Montagna stated if they are going on and off all night long they need to be reported  
844 because there is probably a short or it is not screwed in, or the bulb has kind of.

845 Ms. Phillips stated ok.

846 Ms. Kassel stated you know, I have been seeing this for years because I walk my dog  
847 6:00 o'clock in the morning and for many months of the year it means that I am seeing  
848 these lights blink on and off and the residents do not report them. So, I was wondering if  
849 maybe we can shift somebody's schedule, somebody in field services schedule, to just start  
850 later and end later for one particular day to do a drive through of the community and look  
851 for lights that are, I do not know how else to address this maybe there is some other way,  
852 to look at the lights that are blinking on and off or not operating at full capacity.

853 Ms. Phillips stated I will get on my golf cart in warm weather. I will do it.

854 Ms. Kassel stated ok, so at the base of each of these poles, there should be a number on  
855 like a silver plaque.

856 Ms. Phillips stated right. Because there is one right outside my bedroom window, and  
857 it always wakes me up.

858 Ms. Kassel stated right, yes.

859 Ms. Kramer stated and there is an app on your phone that you can report it.

860 Ms. Kassel stated for OUC.

861 Ms. Phillips stated oh, ok. Then someone, so I think I had contacted maybe it was Mr.  
862 Santiago or one of them and he told me about that. They have a number, but then someone  
863 else told me that they motion detect and they would get brighter if they thought someone  
864 was in the area so I thought oh it is supposed to be like this. So, then I got real nervous.

865 Ms. Montagna stated yes, no they.

866 Ms. Kramer stated they have light sensors that tell them when they come on and off.

867 Ms. Phillips stated yes but it should stay on.

868 Ms. Kramer stated it should stay on. Once it is dark out that should stay on steady.

869 Ms. Phillips stated ok.

870 Ms. Kramer stated, and you know there was one time where I noticed a whole section  
871 was staying on all day long.

872 All Supervisors stated oh.

873 Ms. Kramer stated, and I reported that they got right on it. But, you know, I kept  
874 thinking that someone would do that, so do not assume someone is going to take care of it.

875 Ms. Phillips stated ok.

876 Ms. Kramer stated if you can, report it right away.

877 Ms. Kassel stated so that would be great Ms. Phillips. If you would be willing to take  
878 that on throughout Harmony.

879 Ms. Kramer stated that would be huge.

880 Ms. Kassel stated throughout Harmony. Each evening pick a few streets.

881 Mr. Leet stated really anything except coming on at dusk and going off at dawn, the  
882 blinking.

883 Ms. Phillips yes.

884 Ms. Leet stated stuck on all day.

885 Ms. Kassel stated the low light.

886 Ms. Kramer stated there is one on the corner of Sebastian Bridge and Five Oaks that is  
887 always on, and I have reported it four times so, I do not know.

888 Ms. Kassel stated and that is another thing. I have reported some of these street light  
889 outages or intermittent performance and nothing happens, so I do not know how to make  
890 OUC, I mean, we are paying for the maintenance on these streetlights so.

891 Ms. Phillips stated oh so we, ok so, because someone else told me well they were ours  
892 to deal with and we owned them.

893 Ms. Kassel stated no, we do not.

894 Ms. Phillips stated so we pay the fee to have a maintained.

895 Ms. Kassel stated that is right.

896 Ms. Phillips stated ok.

897 Ms. Kassel stated yes, every month.

898 Ms. Kramer stated yes, we pay a fee to maintain them, we pay the electric for them.  
899 and you know so again if they are staying on or malfunctioning it is critical.

900 Ms. Phillips stated, and you had mentioned there is some quite a few that have meters  
901 we are paying for the meters but there is really no water usage.

902 Ms. Kramer stated yes, we need to look into that if we can ask Benchmark to take a  
903 look at it, Ms. Montagna and Mr. Perez.

904 Mr. Leet stated Mr. Perez just emailed out the meter map.

905 Ms. Phillips stated ok.

906 Ms. Kramer stated oh ok, great. But if you guys can get with Benchmark and see if  
907 there is some way to get rid of the large number of electric meters we have at each zone,  
908 because what is happening is they are increasing the monthly meter charge and, again, we



909 use just maybe \$1.17 worth of electricity for each of those meters, but the meter charge is  
910 going to end up costing us \$30 to \$35. Right now, I think it is \$18 but they are going up  
911 and if we can get ahead of that, that would save us a considerable amount of money.

912 Ms. Phillips stated ok.

913 Ms. Kramer stated so I do not know if it is a solar or a battery situation or if there is  
914 some other solution to that.

915 Ms. Phillips stated yes, yes, ok.

916 Ms. Kramer asked Ms. Montagna are you there?

917 Mr. Perez stated Ms. Kramer, I can check with Benchmark, but being that it is a  
918 MaxiCom system there is going to be a certain amount of power that has to go to each  
919 controller and satellite so I will check with them, but I do not know if that option is  
920 available at this time.

921 Ms. Kramer ok, if you can just check and see if there is some alternative.

922 Mr. Leet stated or if there is a couple there just close enough to each other that we  
923 might be able to use one.

924 Ms. Kramer stated use one meter on there one electric meter on them or consolidate.

925 Mr. Perez stated yes, I will check.

926 Ms. Kramer stated ok, I would be glad to run off my house for \$1.17.

927 Ms. Phillips stated well the same with watering those trees with the bags.

928 Ms. Kramer stated right.

929 **D. Supervisors Volunteering to Perform Services for the CDD**

930 Ms. Kramer stated the last item got here is supervisors volunteering to perform services  
931 for the CDD.

932 Ms. Kassel stated I thought we were there already?

933 Ms. Kramer stated oh well it kind of blends in.

934 Ms. Phillips stated yes.

935 Ms. Kramer stated but this is more like going out and painting fences or something not  
936 so related to our decision making. Go ahead Ms. Montagna what do you have?

937 Ms. Montagna stated do not do it.

938 Ms. Kramer stated do not do it, that is what I wanted to hear.

939 Ms. Kramer stated again as I said, and I think Ms. Montagna just reiterated, there are  
940 problems with that. We had a Board member that used to do a lot of that, but we do not

941 have any insurance that covers Board members so do not get out there and start doing things  
942 that could cause us liability problems.

943 Mr. Leet stated so question of if it is something that like the nature and animal  
944 committee is doing like trail maintenance, that is strictly on private developer property.

945 Ms. Kramer stated, and it is HROA.

946 Mr. Leet stated yes.

947 Ms. Kramer stated so if anything under HROA, my understanding is they do have  
948 volunteer insurance as long as.

949 Ms. Kassel stated no. We do not have volunteers. On the Harmony Natural and Animal  
950 Committee, we are not allowed to have volunteers, we can only have committee members.  
951 You can volunteer to help with trail maintenance, you have to become a committee  
952 member. You cannot just one-off volunteer.

953 Mr. Leet stated you are, yes.

954 Ms. Kramer stated no, but I am saying that you do have insurance that covers your  
955 committee members.

956 Ms. Kassel stated yes, that is right.

957 Ms. Kramer stated but we do not, so let us not do that. We have a section.

958 Ms. Phillips stated do I remember a story about Ms. Kramer climbing a tree?

959 Ms. Kramer stated climbing a tree? No.

960 Ms. Phillips stated to fix something or maybe.

961 Ms. Kramer stated no, I yes, I nipped a branch with a pole saw. I do not do that anymore,  
962 I was scolded.

963 Ms. Kassel asked you were reprimanded?

964 Ms. Kramer stated yes, but not by anybody in the CDD. You can imagine who  
965 reprimanded me.

966

967 **FOURTH ORDER OF BUSINESS** **Other Items**

968 Mr. Hamstra stated I believe you all received by now Greg's color-coded neighborhood  
969 C1, C2 schedule to get to the homeowners or at least put on the website for their  
970 information. Number two we are soliciting for inspectors in the area, meaning Osceola  
971 County. The best offer we got so far is an inspector for \$120 an hour, which for inspectors  
972 that is a little pricey, so we are still shopping before CCI gets too far along or ahead of us  
973 we are trying hard to find somebody in that area that will be out there two or three days a

974 week to watch the guys, watch the firm. And then I put out there for Friday afternoon or  
975 Saturday morning for those who were interested, if you want to meet on Billy's Trail just  
976 let me know, I will lock it in.

977 Mr. Leet asked should that be limited to one Board member, or would that be more  
978 than?

979 Ms. Montagna stated at the last meeting it was going to be Mr. Hamstra, Ms. Kramer,  
980 and Mr. Dwyer. And I have sent out an email asking for their three schedules so I can go  
981 ahead and get it scheduled for them to meet out there.

982 Ms. Kramer stated all right, thank you.

983 Ms. Kassel asked anything else David?

984 Ms. Kramer stated thank you. Anything else David?

985 Mr. Hamstra stated no, if anything pops up, just text or call me, I will be driving for  
986 several hours.

987 Ms. Kramer asked other items that we may want to discuss?. Does anybody have any  
988 associated with our organization or anything like that? I mean our organizational issues.

989 Ms. Phillips stated well I still need, I do not even know what AVID is, but I still need  
990 that training.

991 Ms. Kramer stated ok, we need.

992 Ms. Phillips asked is that where all the bills are?

993 Ms. Kramer stated yes.

994 Ms. Phillips stated all communication that they get on.

995 Ms. Kassel stated yes, Ms. Montagna will put you in touch with a person who will give  
996 you that training.

997 Ms. Phillips stated ok, is that something I will do in person?

998 Ms. Kramer stated no, it is really easy to do, and you can do it right over.

999 Ms. Kassel stated Zoom.

1000 Ms. Kramer stated Zoom.

1001 Ms. Montagna stated they use Zoom now, so I am sending an email to Ms. Davis, and  
1002 you, Ms. Phillips, right now.

1003 Ms. Kramer stated ok, let us make sure that happens. She is going to need to see be  
1004 able to get more time certain access to those.

1005 Ms. Phillips stated and the other thing that I that still bothers me that I cannot quite get  
1006 a handle on is e-mail. Now, so it is in Outlook. And I cannot read any of them, but there is

1007 so many of them and I do not need anymore and that is why sometimes I am not always  
1008 prepared because like an e-mail came in and I read it I was doing stuff and then maybe  
1009 another one came in but I did not notice and then three or four more come in that are not  
1010 anything and if I cannot pick those out of my inbox.

1011 Ms. Kassel stated so.

1012 Ms. Phillips stated then the important ones get lost in the shuffle.

1013 Ms. Kassel stated so I have a question for Ms. Montagna because my understanding is,  
1014 and please Ms. Montagna tell me if this is correct, either you keep everything or you delete  
1015 everything once you have received it and responded to it.

1016 Ms. Kramer stated oh no do not delete them please.

1017 Ms. Montagna stated no, you cannot delete anything, nothing. What you can do in your  
1018 e-mail is you can create folders and shove stuff into each folder that way it keeps your  
1019 inbox clean so you can keep up with things that are coming into your inbox. There is a  
1020 bunch of different ways. I will be on site on the week of the 20th if you need help with that  
1021 Ms. Phillips, I am happy to stop by and kind of show you how we can set up some folders  
1022 for you so you can.

1023 Ms. Phillips stated but I cannot even when I am on this Outlook mail system. The one  
1024 day I had an e-mail and I wanted to compose an e-mail and I could not even figure out how  
1025 to compose it. I had to exit the program and start it back up because then it has the little  
1026 icon. So yes, I am really struggling with this Outlook. It is, I know millions of people use  
1027 it and it is very business friendly but.

1028 Mr. Leet stated another way to organize and maybe it was a little more chaotic, but you  
1029 can just leave things in the inbox and with me I will leave something unread if it is  
1030 something that I have not really drilled into yet need to respond. Even after you read  
1031 something you can go back and mark it as unread that will go back to being bolded and  
1032 you know hey I need attention and you know and get back to later kind of thing.

1033 Ms. Kramer stated yes, and you can also flag it.

1034 Mr. Leet stated so that is maybe stopping short of doing a full organization what I mean  
1035 there is that you know agendas or whatever else.

1036 Ms. Phillips stated yes.

1037 Mr. Leet stated but you can also have a, like there is more than one way to do it.

1038 Ms. Kramer stated yes.

1039 Ms. Phillips stated well I think what I need is I could find a help guide on it. I am not  
1040 able to find anything like that. Ok, but anyway.

1041 Ms. Kramer stated ok so those are, you need AVID and Outlook training.

1042 Ms. Phillips stated yes, right.

1043 Mr. Leet stated my question, I would just like to, and I am not sure what would be  
1044 involved in this, is we have an email cutover to the Outlook system and. What is that?

1045 Ms. Montagna stated no, go ahead I am listening.

1046 Mr. Leet stated I am having trouble accessing emails prior to that cutover. So, from like  
1047 the first year that I was on the Board so I am not sure what would need to be done.

1048 Ms. Montagna stated we are currently working on getting the emails that you all have  
1049 through GoDaddy. They are downloading everything and sending us that file.

1050 Mr. Leet stated ok so, yes, I just wanted.

1051 Ms. Kramer stated yes because that I frequently go back to find something and whoops  
1052 it is below that, so.

1053 Mr. Leet stated yes.

1054 Ms. Phillips stated I have one other thing on email. My son was in town at Christmas,  
1055 and I got him pool access card, because my house is his legal residence. And so, I sent an  
1056 email to Mr. Morrell to get that you know with his photo, but I did all of that from my  
1057 private email.

1058 Ms. Kramer stated yes, you should.

1059 Ms. Phillips stated and then when Vincent sent out a CDD email my address must have  
1060 gotten converted in his thing. So what I did is I forwarded that e-mail to my CDD email,  
1061 so it is in my inbox. Is that sufficient?

1062 Ms. Kramer stated yes.

1063 Ms. Phillips stated ok.

1064 Mr. Leet stated and then make sure you notify whoever did that so they do not do it  
1065 again.

1066 Ms. Phillips stated I did. I texted him and he fixed it right away.

1067 Ms. Kramer stated ok. Alright

1068 Ms. Phillips stated yes I meant to ask that last month.

1069 Ms. Kramer stated ok. I have something that I got a call while I was in Iceland. It was  
1070 from the Harmony Community School and so, needless to say, I picked it up right away.

1071 But it was not about my grandkids, it was about portables. They want me to come down  
1072 and sit and visit with Doctor Debra Pace to discuss use of portables. I need some history  
1073 and it sounds like you may have it.

1074 Ms. Kassel stated so I was approached by a resident, who will remain nameless by that  
1075 residence's preference, saying that the HOA was going to be, I should say HROA was  
1076 going to be approached by the School Board regarding portables. I was like I do not think  
1077 that is HROA purview. I requested to see if that resident knew of any agreements. I do not  
1078 know if since we have not been able to get previous documentation from our prior District  
1079 Counsel, I do not know if somehow that document has been recorded. Supposedly there is  
1080 some kind of an agreement he thought it was with the HROA and the School District, but  
1081 it sounds like it is with the CDD and the School District in regard to portables on the school  
1082 property. I am not sure why that would be.

1083 Mr. Leet stated because there were some portables there in the past.

1084 Ms. Kassel stated well there were, but what would the CDD have to do with that?

1085 Ms. Kramer stated right.

1086 Ms. Kassel stated but supposedly there is some agreement.

1087 Ms. Kramer asked ok, so you do not have an agreement?.

1088 Ms. Kassel stated I do not have copy of the agreement.

1089 Ms. Kramer stated I have asked our District management to do a search they have been  
1090 unable to find any agreement. I thought maybe it was a deed restriction when the property  
1091 was donated to them but in the deed for the Community School property it does not mention  
1092 anything about portables. So, if it is a separate agreement my guess is it is a separate  
1093 agreement between Birchwood who would have been donating the property the CDD did  
1094 not donate it, it came directly from Birchwood to the School Board. It would have been  
1095 between those two entities in which case Birchwood would be the one to enforce it not.

1096 Ms. Kassel stated but if it is an easement and we are requesting that Birchwood turn all  
1097 easements over to the CDD perhaps that is.

1098 Ms. Kramer stated it is not an easement though. Because I have looked on all the  
1099 documents

1100 Ms. Kassel stated I see.

1101 Ms. Kramer stated and there is no easement.

1102 Ms. Kassel stated my suggestion is to ask the person for any documentation.

1103 Ms. Kramer stated I am going to ask Doctor Pace. So, I know it was very controversial  
1104 back in 2016 when it came up before.

1105 Ms. Kassel stated yes.

1106 Ms. Kramer stated and from reading the notes that I can find it basically said the HROA  
1107 and the CDD were out of it. It was strictly residents taking their concerns to the School  
1108 Board and trying to battle it that way. But I was looking to see because everybody I kept  
1109 hearing about this agreement, but I have seen nothing, I can find nothing, so if anybody out  
1110 there knows of anything please let me know.

1111 Ms. Kassel stated yes. So far I have not received any indication that we have an  
1112 agreement.

1113 Ms. Phillips stated me either. Are they are thinking of putting in portables?

1114 Ms. Kramer stated yes. They are going to have to. The overcrowding is just  
1115 phenomenal.

1116 Ms. Kassel stated well I do not understand why the County Commissioners have not  
1117 funded new schools.

1118 Ms. Kramer well I do not understand why they are.

1119 Ms. Kassel stated when they are permitting all of this development.

1120 Ms. Kramer stated yes the problem is we used to have concurrency standards. we used  
1121 to have a requirement that you have the capacity in your road your schools, your libraries,  
1122 your playgrounds, before you approve all this development.

1123 Ms. Kassel stated right.

1124 Ms. Kramer stated that was all wiped out and now they are saying well you have to  
1125 have the students in order to justify getting funding from the State in order to build a new  
1126 school. So, you have to be overcrowded before you do anything about it. It takes two to  
1127 three years to build a school. It is just it is so backwards, and it makes no sense but that is  
1128 what it is.

1129 Ms. Phillips stated it is already so dangerous when school lets out in the afternoon  
1130 because people are parked, I mean there is total gridlock.

1131 Ms. Kassel stated yes.

1132 Ms. Phillips stated if I was to come home at the wrong time of day I do not see how I  
1133 would get home.

1134 Ms. Kassel stated that is right.

1135 Ms. Phillips stated, and I had.  
1136 Ms. Kassel stated you have to go the other way around.  
1137 Ms. Phillips stated my landscaper could not get to my house the other day because  
1138 people would not let him through.  
1139 Ms. Kassel stated yes, no you have to go to the other entrance.  
1140 Ms. Phillips stated right, and he did not know the other entrance.  
1141 Ms. Kassel stated right.  
1142 Ms. Phillips stated he finally figured it out, but they are blocking. What is the point you  
1143 know.  
1144 Ms. Kramer stated I know.  
1145 Ms. Kassel stated yes.  
1146 Ms. Phillips stated they are afraid someone is going to get in front of them.  
1147 Ms. Kramer stated I live right across.  
1148 Ms. Phillips stated I know, I know.  
1149 Ms. Kramer stated but it is convenient in some ways so.  
1150 Ms. Phillips stated well I just love hearing the children's voices, all the laughing and  
1151 the screaming. I love all that. But there is a great big empty lot across the street from school.  
1152 Ms. Kassel stated yes but that is owned by a private owner.  
1153 Ms. Phillips stated I know but maybe he could do something for the community.  
1154 Ms. Kassel oh well, good luck on that.  
1155 Ms. Phillips stated oh alright, I am sorry.  
1156 Mr. Leet stated yes I guess between 2016 and 2018 there were portables on there.  
1157 Ms. Kramer stated yes, yes they I think they opened the middle school in 2019, after  
1158 the summer so the 2019-2020s school year they got rid of the portables but again we are  
1159 back in that situation. Unfortunately building another middle school is not going to work  
1160 because these are all elementary. I do not know what their plan is but.  
1161 Ms. Phillips stated but a lot of people come in that do not, I mean that our school  
1162 services more than just Harmony.  
1163 Mr. Leet stated yes.  
1164 Ms. Kramer stated yes. And that is the problem.  
1165 Ms. Kassel stated people that do not live in .....exactly  
1166 Ms. Kramer stated they ought to go out and build another school for all of it.



1167 Ms. Kassel stated for people who do not live in Harmony.

1168 Ms. Kramer stated but again, I will.

1169 Ms. Phillips stated instead of bringing us.

1170 Ms. Kramer stated I will go ahead and meet with Doctor Pace and see if we can find  
1171 out about whatever agreement or anything and I will just report back to everybody.

1172 Ms. Kassel stated ok.

1173 Ms. Kramer stated what is going on there.

1174 Ms. Phillips stated I feel bad for the kids.

1175 Ms. Kramer asked any other, any other follow-ups or discussions or?

1176 Ms. Montagna stated I do have one thing. Osceola County Schools reached out to me  
1177 with their Learn to Swim Program. Apparently, they have done this previously in Harmony.  
1178 The School District of Osceola County Learn to Swim Program for kindergarten, the  
1179 program has been in the District for multiple years which the Harmony pool was used, but  
1180 was suspended in 2020 due to COVID. The School Board voted to reimplement the  
1181 program starting April 23, Harmony Community School students would walk to the pool  
1182 with their teachers. The dates: eight-day program over two weeks, Monday, Tuesday,  
1183 Thursday, and Friday. The preferred weeks are April 10th through the 21st, but can make  
1184 later dates work if necessary. School provides certified swim instructor and the lifeguard,  
1185 and the hours would be 9:00 a.m. to 2:00 p.m., number of students approximately twenty  
1186 per hour and there is a certificate of liability insurance that can and will be provided. So  
1187 that is the question that they are asking me to bring that will be on your

1188 Ms. Kassel February agenda.

1189 Ms. Montagna stated agenda. Ok, and I am going to send this e-mail out to everyone  
1190 so you can see it first-hand review it and be prepared to make a decision at your meeting.

1191 Ms. Kramer stated wonderful. Did you have something Mr. Leet?

1192 Mr. Leet stated yes just speaking quickly, to you know we had the issues a couple  
1193 weeks ago with getting the stuff set up. As it is right now, I talked to Mr. Perez on coming  
1194 here early to set up. Usually, the field services they keep the microphones and the speaker.  
1195 They will bring those, and they will set those up. I am fine continuing to do this, and I do  
1196 not think there is any issue with that. If there is interest, it will take some work on my part,  
1197 but would it be possible to label the equipment? Maybe build or write up something that  
1198 someone else could follow to setup stuff completely in my absence if that needed to happen.

1199 Ms. Kramer stated I think that is an excellent idea so maybe when we get the transition  
1200 between Mr. Castillo and Mr. Morrell. So, maybe you guys can designate someone.

1201 Mr. Perez stated right, ok yes I will put some thought to that.

1202 Ms. Kramer stated this is your opportunity if you want to discuss or just.

1203 Ms. Kassel stated Ms. Montagna was going to say something.

1204 Ms. Kramer stated oh Ms. Montagna did you want to say something.

1205 Ms. Montagna stated no I lowered my hand that I initially raised.

1206 Mr. Leet stated we got your e-mail.

1207 Ms. Kramer stated again this is a time where we can just openly discuss any item you  
1208 have concerns or thoughts or.

1209 Ms. Kassel stated I just wondered if there were any, well because since it is a workshop,  
1210 if there were any rules that we had considered amending. There is nothing that I can think  
1211 of at the moment, but I seem to recall that we had discussed something about amending  
1212 some rules in the past.

1213 Ms. Kramer yes we need to go through our rules. And Ms. Montagna is going to go  
1214 through since she has a lot of experience with other CDDs. She is going to go through our  
1215 rules and with her knowledge of what other rules have been important in other CDDs and  
1216 do the first cut since she is not a billable entity. So, she is going to do the first cut and then  
1217 we can take a look at that and see what we want to do, if we want to make any of those  
1218 changes, if we do not, if we are happy with what we have got. And then from there direct  
1219 our attorney if there is work he needs to do. So, I am hoping she will get to that the next  
1220 month or so, I know she has got a lot on her plate with Mr. Israel having left.

1221 Ms. Kassel stated yes.

1222 Ms. Montagna stated I am a quarter of the way through.

1223 Ms. Kramer stated so she has already started.

1224 Ms. Kassel stated and there is nothing that strikingly comes to mind or even comes to  
1225 mind really all except that I seem to recall that there were some rule changes that we were  
1226 thinking about doing.

1227 Ms. Kramer stated there are some of our rules that are somewhat questionable as far as  
1228 being enforceable. So again, she will work on that and then we will take a look at it and  
1229 see where we want to go with that.

1230 Mr. Leet stated so I will do another comment. Does anyone have feedback on the  
1231 website? I know usually it maybe takes me a day or so from receiving the agenda to get it  
1232 posted. Just from the inside my thoughts are I would like to have a more streamlined and  
1233 more, I would say more modern. The updates right now I am able to do them, I do not mind  
1234 continuing to do them. It is a little tedious in that the website that is probably fifteen  
1235 something years old at this point so. There are templates, there are easier ways to, if we  
1236 have content that we are posting a couple times a month it does not need to take the amount  
1237 of work that it does with the website right now. And there are things like a bulletin board  
1238 page that, even when David was running it, were not being kept up to date and not really  
1239 serving any purpose. I would solicit feedback from the rest of the Board and anyone else  
1240 on, direct feedback but then just maybe some point I will, put a call out if you would like  
1241 to have a hand in helping streamline the website. I welcome community input on that.

1242 Ms. Kassel stated well from my point of view, I am guessing from Ms. Phillips too, we  
1243 would want from you; it sounds like what you are saying is that whatever platform or  
1244 template or app or whatever that our website is using is kind of outmoded and that maybe  
1245 you are thinking of updating it to something that is easier to update.

1246 Mr. Leet stated correct.

1247 Ms. Kassel stated and so I know I am totally not knowledgeable about that kind of  
1248 thing, and I guess in the rest of the Board it is in the same boat, except for you. And so, if  
1249 you have a proposal you would like to bring to the Board I think that is the way to go.

1250 Ms. Phillips stated you tell us what we want, and we will make it happen.

1251 Mr. Leet stated aesthetically though do you have any? So right now, we put the notice  
1252 about the vacant seat. I am guessing below that I will put a link for you to click here to see  
1253 the paving schedule and that is something we, ok, yes I am interrupting myself so. Yes, I  
1254 will take that into consideration as well. My free time was almost nonexistent for a lot of  
1255 the prior year, it is getting better as of late so I will put some thought into that.

1256 Ms. Phillips stated if I could make it easier, I would volunteer to help. But I do not have  
1257 a clue how to do anything on that.

1258 Ms. Montagna stated there are companies out there that will come in, they streamline  
1259 your website. All the District websites that we manage and even ones that I managed at my  
1260 previous company are all very simple. WordPress, very simple, simple to use, simple to  
1261 navigate, easy to upload and download and make changes to. There are a lot of them that

1262 do that. I will tell you again and I said this couple meetings ago, the ADA compliance  
1263 lawsuits are starting up again.

1264 Mr. Leet stated it is hosted on WordPress just I have been hesitant to make any kind of  
1265 substantial changes, again knowing that is kind of their working in the background.

1266 Ms. Montagna stated Harmony's website, and again I was not here when it was  
1267 designed, I do not know really the intent that was behind it, but it is a mess, for lack of a  
1268 better word. There is stuff on there that should not be on there. You click on things, you  
1269 cannot find certain things, there is a link I came across a link to crossword puzzles the other  
1270 day.

1271 Ms. Kramer stated yes we have got to get all that stuff off there.

1272 Ms. Montagna stated yes so there are ways. if the Board wants to, at the February  
1273 meeting, if they are ok, I can work with Mr. Leet on some different options that other  
1274 Districts use. Outside companies that they are totally responsible for the content uploading,  
1275 making sure it is ADA compliant, you get quarterly updates, or if you are just wanting a  
1276 platform and then Mr. Leet you keep maintaining it so there is different options and  
1277 whichever way the Board wants to go.

1278 Mr. Leet stated ok.

1279 Ms. Kramer stated my only concern with that with the private website maintainers  
1280 would be, at one point in time and this may have changed, they were charging per page  
1281 that they upload to the site. With our agendas, with our transparency desires, it could cripple  
1282 us.

1283 Mr. Leet stated yes, I am fine continuing to maintain that. That same idea sounds but  
1284 whether it is if someone from the community volunteers want to help with that, or we can  
1285 look at what is available commercially. Again, my worry is just having some kind of  
1286 safeguard. Ok, well at some point we throw the switch that is on the new site, do we still  
1287 have the last seven years of everything and is everything still as accessible as it was before  
1288 so that is why we are doing that.

1289 Ms. Kramer stated ok, great.

1290 Ms. Phillips stated I have a question: what are we going to do with our trash cans from  
1291 the alleys?

1292 Ms. Kassel stated that is HOA.

1293 Ms. Kramer stated they put them out front. We are going to have to coordinate with  
1294 them for pick up to. They are going to have to take them around front and have them picked  
1295 up there. Which is going to be a problem because everybody's cars are going to be out  
1296 front.

1297 Ms. Phillips stated right.

1298 Ms. Kramer stated so again, this is going to be a learning curve.

1299 Ms. Phillips stated maybe we can have a community corner. Everybody takes it to a  
1300 certain corner.

1301 Ms. Kramer stated yes that is, again, the paving company. I think they coordinate that.

1302 Ms. Phillips stated oh ok, and they could use a dumpster if they had to. Ok.

1303 Mr. Leet stated one thing we discussed a little bit earlier, Facebook. Obviously, we  
1304 cannot have an open discussion forum. With the Sunshine Law there is absolutely no way  
1305 to do that. I do think, and there had been one of these in the past, and just run I guess kind  
1306 of run ad hoc by field services but there are guidelines in place for local governments to  
1307 have a Facebook presence. They have their own guidelines and what you should and should  
1308 not post on there, how you insulate what is going on as government versus your own  
1309 personal account, things like that. I do think we should look into doing that again, strictly  
1310 as a way to broadcast information so here is the agenda here is what we are having a  
1311 meeting, here is the.

1312 Ms. Phillips stated actually, I worked with Ms. Montagna on that.

1313 Mr. Leet stated ok.

1314 Ms. Phillips stated but then we have to pay; everything has to be backed up and stored  
1315 and it was going to come in.

1316 Mr. Leet stated even if it is just hey here is a link to our website?

1317 Ms. Montagna stated yes.

1318 Ms. Phillips stated yes, and it costs like \$5000.00 a year.

1319 Ms. Montagna stated there is companies out there like Archive Social, and there are  
1320 some other ones too. Anything that the District puts out, that is why we did the work around  
1321 with the YouTube situation. Anything that the District puts out: number one, has to be  
1322 ADA compliant, number 2, you have to back up everything because you are subject to  
1323 public records laws. So, if you have a Facebook page, we do it in Celebration against all  
1324 recommendations they decided to do one, but we have all comments turned off and we put

1325 out there it is a government page, it is Celebration CDD, and it is literally just pushing  
1326 information out like they are having a major sidewalk repair being done right now, so we  
1327 push that out. No one can make comments on it at all they can do is like it or dislike it and  
1328 that is it and then we have Archive Social and they back it up. So that is how Celebration  
1329 was able to do it, you can do it. There is absolutely nothing against doing it, but you have  
1330 to follow the law.

1331 Mr. Leet stated I am in complete agreement there that is not a discussion forum there  
1332 cannot/should not be any kind of again subject to like the comments on the Zoom meeting  
1333 that that that would all be records and that we cannot do that. But if you would not mind  
1334 for the February just putting some information on what that would cost because I had a lot  
1335 of people saying they want it and if we can put them say hey here is we can do it but here  
1336 is how much it is going to cost everybody.

1337 Ms. Montagna stated yes, and then you also have to have an administrator of that  
1338 Facebook page who is going to push that information out. So again, that was built into  
1339 something Celebration wanted so they paid for someone to be a part of dictating and  
1340 pushing that out. So yes, I can put together everything and it takes five seconds it is not  
1341 anything crazy that I could even do it, or I could have one of our administration girls do it.  
1342 We send out updates every Friday for Celebration currently or if there is a major project  
1343 going on it is it is nothing crazy. Now if it starts getting into you want stuff pushed out  
1344 every single day and it is lengthy and stuff, then you might have a different take on it.

1345 Mr. Leet stated I am guessing it would be appropriate for one of the Board members to  
1346 have the keys to be responsible for that. Ms. Kassel and I, between two of us, say we are  
1347 having a meeting or here is what happened in the meeting.

1348 Ms. Montagna stated yes, the Board should appoint a Board member to be responsible  
1349 for that, it is totally fine. Whatever the Board wants.

1350 Ms. Kramer stated but it would probably be better for the admin to do it because I  
1351 would not want there to be a strife because of what did or did not get posted.

1352 Ms. Phillips stated what it is, the date and whatnot.

1353 Mr. Leet stated so, information.

1354 Ms. Kramer stated but it is kind of frustrating because we have all that out there on the  
1355 web. Maybe if the web page is streamlined, or user friendly.

1356 Ms. Phillips stated that is going to be the big key.

1357 Mr. Leet stated yes, you can lead a horse to water. These apps are what people are  
1358 actually using.

1359 Ms. Kramer stated but a lot of them are not.

1360 Mr. Leet stated of course.

1361 Ms. Kramer stated so I just I would rather have something out there that everybody can  
1362 access than just a few that.

1363 Mr. Leet stated and younger families moving in, I would say are less likely to be on  
1364 Facebook versus other social networks, we have not even considered that.

1365 Ms. Kramer stated so yes how many social networks do you start using?

1366 Mr. Leet stated right.

1367 Ms. Kramer stated it is frustrating.

1368 Mr. Leet stated I agree.

1369 Ms. Kramer asked anything else?

1370 Ms. Kassel stated move to adjourn?

1371 Ms. Kramer stated we cannot take action.

1372 Mr. Leet stated I did not second anything.

1373

1374 **FIFTH ORDER OF BUSINESS** **Adjournment**

1375 Ms. Kramer stated we are just going to say the meeting is over and we appreciate  
1376 everybody listening in.

1377 Ms. Kassel stated ok well so I will just say are we ready to adjourn?

1378 Ms. Kramer asked are we ready to end the meeting?

1379 Ms. Phillips stated I am ready to go home.

1380 Ms. Kramer stated ok. It has been nice joining you, whoever stuck with us all this time  
1381 here, we appreciate it.

1382

1383

1384

1385

1386 \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair

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Present and constituting a quorum were:

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

## Residents and Members of the Public

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

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

Ms. Kramer stated this is the time that anyone from the audience can speak to the Board and give their information, their ideas, and their concerns. It is not a time period for back and forth with any particular Board member. But we are interested in hearing what you all have to say and what your concerns are. So, at this time, is there anyone here that has a comment from the audience?

Mr. Pennington stated I am Neville Pennington and I live at 3447 Sagebrush Street. I built a new home here in 2016 primarily to get off the ocean. I was over there for 18-19 years. So, I wanted to get closer to the lakes, Kissimmee, and all of them. So, we looked for a place to build our house and get down here for four months a year and we came in here before the Lakes were built it was all sand and everything, got the first lot, built our house. I love Buck Lake and the amenities, I love the championship golf course, I do not



42 play golf, but I am willing to pay that premium to have it to drive back, see it, the scenery.  
43 The other thing is I have used both boats on Buck Lake probably more than anyone else in  
44 the four-month period I am here, but the last two years the operation of the boat docks and  
45 the boats and the equipment have went south for the last two years. Now for the first five  
46 years everything was beautiful; if you needed to get new batteries, boom, new batteries. If  
47 a trolling motor went south, a new trolling motor. That is not happening now so last year I  
48 tried to buy the trolling motor myself on the bass boat, and it is a big thrust one. These little  
49 ones you have got, if you get 6-7 miles an hour and it takes you 20 minutes to get to the  
50 other side from that boat dock is, the old one, you cannot, it takes you 30 minutes to get in.  
51 I mean seriously, and that is a liability. But also, I came down early November the 29th  
52 this year I said it will be better this year. I get down here and I get the bass boat for two  
53 days. I go over at 8:00 o'clock in the morning and Mr. Vinson is down there and he said  
54 man you are going to be mad. I said why would I be mad, I am tickled to death I got that  
55 out of the cold weather, I am going fishing. Well, the bass boat front trolling motor is shot,  
56 it will not run. So, I am a resident paying all these fees, extra fees, for the amenities I am  
57 not using. Ok? And you know the CDD is collecting all of this stuff and spending it, and I  
58 know you got a lot of major projects, but it could not take that much to put a couple of real  
59 good thrust, 80-pound trolling motors on there that you had about five years ago. And you  
60 are not racing over there you are trying to go fishing and so if you go to the other side and  
61 the wind picks up an 80-pounder will allow you to get back. I have been pulled off of that  
62 lake twice this year. The first one was as well the far end and I tried to come back in at 6  
63 mile an hour wind the trolling motor on the back is shot. I mean it will run, the prop will  
64 go, but you cannot move, the wind is pushing you backwards.

65 Ms. Kramer stated it is just not enough power.

66 Mr. Pennington stated that is the thing and now I know you guys have to worry about  
67 bids and all this kind of stuff, like everything else, but prior if I remember correctly they  
68 did not have to get three bids on \$500.00 expenditures.

69 Ms. Kramer stated we still do not.

70 Ms. Montagna stated over \$500.00.

71 Mr. Pennington stated but I am saying over \$500.00, you cannot buy anything for  
72 \$500.00. So basically, you have got your field managers taking heat from me and

73 everybody else and I have talked to six people that say they will not go down there anymore  
74 because it is a waste of their time.

75 Ms. Kramer stated again it is not time for back and forth.

76 Mr. Pennington well I am just telling you what I think the issue is and another one is  
77 you have got a major liability. I am a retired executive; you have got a major liability with  
78 that gate. Anybody can come in there and do anything they want to do, not just our  
79 residents. It will not work, and I asked the question well long has it been that way? Months  
80 and months and months. We are not building a battleship, surely to goodness somebody  
81 can go in there and have that gate, so we residents have to carry our little cards to get in  
82 and back. OK? And so, I ran into a couple of women over there and they had to clean out  
83 the kayaks because they had mud daubers. It used to be the boats were clean. You have got  
84 the little pump in the back to pump the water out, one day I went over there, and it is up to  
85 my ankle because it was not plugged in. Now the other thing I will say is that supposedly  
86 on Tuesday that is a maintenance day.

87 Ms. Kramer stated right.

88 Mr. Pennington stated well there is nobody doing any maintenance in the last couple  
89 of years, ok? And I will just say this for his behalf Gerhardts kept everything on top of  
90 everything. If you had to call and say we need batteries, boom, three days you got batteries.  
91 If you need a new trolling motor, he said ah, I cannot find that one, ok? Well, I have a  
92 friend that owns the biggest Ranger dealer, I can get anything for.

93 Ms. Kramer stated I do not want to cut you short, but I think we definitely hear that we  
94 need to up our game in field services on the boats and we have heard you.

95 Mr. Pennington stated that is fine, I will tell you one more thing. But you cannot, I am  
96 only down here for four months, so I do not want to sit here for another month, and I cannot  
97 get on Buck Lake. I have been here now for three weeks, and I have been on it three times  
98 because nobody will buy new motors. And you are tying these guys hands if they have to  
99 go get bids somewhere.

100 Ms. Kramer stated it is not a back and forth,

101 Mr. Pennington stated well as resident. Ok, I apologize.

102 Ms. Kramer stated this is a problem that should have been corrected. This is the first, I  
103 think two days ago I got an email about this and it is the first we heard about it so I am glad  
104 you brought it to our attention, and we will make sure our field services staff get all.

105 Mr. Pennington stated I have been bugging people about this for two years. I do not  
106 know if it did not get back to the Board, but has anybody been down there to look at it, to  
107 look at the shape that those boats are in? The tracker, do you look at the two seats? If it  
108 gets wet your butt is going to be wet all day. The bass boat, on the bass it looks like  
109 somebody took a knife and sliced it. If it rains, so we are not able to use that facility and  
110 that is one of your major responsibilities is to take care of the operation of the boat dock.

111 Ms. Kramer stated yes, now your three minutes is well more than up.

112 Mr. Pennington stated well, and I appreciate that.

113 Ms. Kramer stated we have to move on with that.

114 Ms. Kramer stated we have to move on.

115 Mr. Pennington stated well, can I ask you one question before I shut up. When are  
116 you going to put a trolling motor on those boats that that your residents here can use? I  
117 have located at three so you just might want to talk about that.

118 Ms. Kramer stated as a Board, we have to go back, we have to look at why this is  
119 happening and figure it out, and get it straightened out. So, we will do the best we can and  
120 get it straightened out.

121 Mr. Leet stated and if you have sources for trolling motor, for example, would you  
122 share please? Feel free to share with us.

123 Mr. Pennington stated oh well, ok well I have had boats for 16 years.

124 Ms. Kramer stated we are going to be here all night. I am sorry. I do not want to cut  
125 you off, but it has been six minutes now.

126 Mr. Pennington stated well it is ok, but I want an answer of when you going to have a  
127 trolling motor that I can use the boat on the lake?

128 Ms. Kramer stated I cannot give you an answer right now.

129 Mr. Pennington stated but you are the Board.

130 Ms. Phillips stated this is not back and forth, but you are welcome to call any of us  
131 at any time and we can discuss it with you. Tonight, is a Board meeting where we take care  
132 of official business.

133 Mr. Pennington stated well I appreciate that, and I appreciate you giving me this time.

134 Ms. Phillips stated about it and you can always send us an e-mail.

135 Mr. Pennington stated well, can I go ahead and buy this trolling motor with 80 pounds  
136 and I will have them ship it to me in two days, and we will put it on a bass boat so I can

137 use it while I am here and then you reimburse me before I go back at the end of April? Can  
138 you do that?

139 Ms. Phillips stated I am not sure.

140 Ms. Montagna asked how much are they?

141 Mr. Pennington stated if you guys buy it is \$619.00 for a Minn Kota. It is 80-pound  
142 thrust, requires two batteries, 24 like the old ones that used to be on there.

143 Ms. Montagna stated I will give you a call in the morning.

144 Mr. Pennington stated yes if you would. I just want to use it. I am going to be here, and  
145 I love Buck Lake and every once in a while take my wife out.

146 Ms. Phillips stated I was out there this afternoon.

147 Mr. Pennington stated, and it is a beautiful place.

148 Ms. Kramer stated ok.

149 Mr. Pennington stated ok, I am out of here. I am going to get back in my chair. I got it,  
150 but i would like to use that boat and I will buy the trolling motor.

151 Ms. Kassel stated we got it. Thank you.

152 Ms. Kramer stated thank you, sir.

153 Mr. Pennington stated thank you.

154 Ms. Kramer stated all right, any other public comment, audience comments?

155 Mr. Marshall, 6826 Goldflower, been here about eight and a half years. I just want to  
156 support what Neville said. I was out there today. The white pontoon boat down there is an  
157 embarrassment, it is disgusting looking, if I brought someone down there. The floor needs  
158 replacing. I just want to support him. We need to maintain it, it used to stay better.

159 Ms. Kassel stated thank you.

160 Ms. Kramer stated we have heard you loud and clear. Thank you for coming.

161 Mr. Marshall stated they have twelve volt motors on the boats, and that is not enough  
162 to push it.

163 Ms. Kramer stated thank you.

164 Mr. Synnott stated again, in support of Neville. I am more concerned about the dock.

165 Ms. Kassel stated we need you to give your name and address.

166 My name is Bill Synnott, 3362.

167 Ms. Kramer excuse me, if the audience could be quiet for a few minutes so we can hear  
168 the gentleman speaking.

169 Mr. Synnott stated Bill Synnott, 3362 Sagebrush. I do not take the boats out because  
170 the way they are describing it, but I do fish from the pier and we have had, since  
171 last May when the card reader went out, we have had large number of outside of the area  
172 come in. I spoke to you today because I saw you down there. That is a problem. We are  
173 having numerous people there. They do not keep it neat or tidy. I am always cleaning up.  
174 I come down there, I am finding fish on the on the dock. We need to address that gate  
175 control.

176 Ms. Kramer stated yes. They have come out; they had done some maintenance on it  
177 and what is it next Tuesday?

178 Ms. Montagna stated tomorrow. Are they not coming back tomorrow?

179 Ms. Montagna stated yes, they are coming out tomorrow.

180 Ms. Kramer stated so hopefully it will be fixed then.

181 Mr. Synnott stated yes I think that is a big issue.

182 Ms. Kramer stated ok, thank you sir.

183 Mr. Leet stated loud and clear, thank you.

184 Ms. Kramer stated all right any other public comment or audience comment for the  
185 Board?

186 Ms. Violetta Wilzynski, 3115 Dark Sky Drive. We have been here since 2015 and my  
187 kids came here when the school used to be partly a Community School, so you had the  
188 eighth graders in there, and the whole thing was beautiful. Since then, I cannot get to my  
189 house. Is there a way of redirecting how the parents drop off the children? And I do not  
190 know if this is a "you" question, or this is something District.

191 Ms. Kramer this is not, this is something for the schools.

192 Ms. Wilzynski stated ok. Well then they are going to hear from me.

193 Ms. Kramer stated ok, go for it.

194 Ms. Kassel stated sorry we could not help you.

195 Ms. Wilzynski stated but you did. They are just not going to be happy.

196 Ms. Kramer stated is anyone else in the audience or here in the room?

197 Ms. Kassel stated wanting to make a comment?

198 Ms. Kramer stated if not, I am sorry, is there anyone on Zoom?

199 Mr. Leet stated not putting their hands up or unmuting that I can see for audience  
200 comments. See, I have got the faces on.

201 Ms. Kramer stated ok.

202 Mr. Neville stated I have one question on your budget.

203 Ms. Kramer stated you can ask us after the meeting.

204 Ms. Kramer stated all right, seeing no further audience comments we will end audience  
205 comment period and move on with our contractor's reports.

206

207 **THIRD ORDER OF BUSINESS Contractor Reports**

208 Ms. Kramer stated Benchmark is currently our landscaping contractor. Do you have  
209 anything to report? We have gotten some very good comments from our residents.

210 Mr. Mootz stated That is good.

211 Ms. Kramer stated as you are getting moved into the community.

212 Mr. Mootz state Jacob Mootz, with Benchmark.

213 Mr. Botkin stated Mike Botkin with Benchmark.

214 Mr. Mootz stated so we have been here for 23 days and have covered quite a few things.  
215 As of next week we will have maintenance figured out as far as what section will be on  
216 what day you will have a map or that next week. Pest control and fertilization were done  
217 two days ago, finished today. And our irrigation inspection, although extremely lengthy  
218 one, is almost complete. It will be complete by the 28<sup>th</sup>. This is the first 19 clocks with all  
219 the heads, all the breakages, all those things found on the first 19 clocks, and you have nine  
220 more after that.

221 Ms. Kramer stated ok, so our irrigation systems is in bad shape.

222 Mr. Mootz stated yes ma'am. It does not operate via the Maxicom, nor can it with  
223 without a significant budget to actually get the timers to communicate with the computer;  
224 they are out of date, they are not wired, things like that, so we are working on it. There is  
225 step one, it is to get a closed system though. So, to manage the meters, to manage the  
226 consumption, we have to be able to turn zones on and not have eight broken heads, three  
227 or four lateral leaks, and things like that. So, what I am doing between now and the 28th is  
228 coming up with an estimate to get you a closed system. That is not a fix all, that is to get  
229 close to see what else happens, regain pressure one satellite at the time. So that is what we  
230 are working on now.

231 Ms. Kramer stated yes we have seen you all out trimming hedges that have not seen  
232 the hedge trimmer in years.

233 Mr. Mootz stated yes, it is about 250 cubic yards of material that left the property in 23  
234 days.

235 Ms. Montagna stated your irrigation evaluation, you said that will be done by 28th.

236 Mr. Mootz stated yes ma'am.

237 Ms. Montagna asked of this month?

238 Mr. Mootz stated yes ma'am.

239 Mr. Botkin stated the first nineteen are done.

240 Mr. Mootz stated the other, the last nine were actually completed yesterday evening,  
241 just had no time to actually kill half a tree and print it out.

242 Ms. Kramer stated there was a problem, I think it has been cleared up.

243 Mr. Mootz stated ok.

244 Ms. Kramer stated there was some leaf blowing and they were blowing them from the  
245 street back into the grassed areas I noticed that this week they were blowing them into piles  
246 in front of each tree and then sweeping them up and taking them away.

247 Mr. Mootz stated yes, so right now up until April, we remove leaves every other week.

248 Ms. Kramer stated ok.

249 Mr. Mootz stated so the only question is on those other weeks what would you like me  
250 to do with the leaves in the road? So normally we get them out of the road, we get them  
251 out of the ditch, so if a rainfall event happens it does not end up in your stormwater system  
252 contributing to lakes. So, it is pretty standard for us to try to clear the flow line of the water.  
253 If you do not want us to do that you have to just let us know.

254 Ms. Kramer stated so every other week it would be necessary for you to blow them up  
255 into the grass. Is that going to damage the grass at all?

256 Mr. Mootz stated no.

257 Ms. Kramer stated now when you come back and blow the following week, you are  
258 actually blowing the stuff not just off the sidewalks and the streets into the piles, but also  
259 out of curbs?

260 Mr. Mootz stated out of the median.

261 Ms. Kramer stated ok.

262 Ms. Montagna asked and that is only through April.

263 Mr. Mootz stated only through April.

264 Mr. Botkin stated contractually, yes.

265 Mr. Mootz stated now what we have done is we have made a couple calls to some  
266 friend's street sweeping companies to where, as a CDD, maybe we can contact HOA  
267 townhome developments and things like that, and come up with some type of plan for those  
268 off weeks. And then I will just hand it over and say this is what they can do for you.

269 Ms. Kramer stated ok.

270 Mr. Mootz stated so that would help.

271 Ms. Kassel stated I think there are a lot of people who are raking their leaves into the  
272 street thinking that they are getting them picked up.

273 Mr. Mootz stated and that is what, they are correct, and I think they are assuming at  
274 some point they are going to get picked up. At the end of a windy day or a truck goes by,  
275 and they all end up on the other side anyway.

276 Mr. Botkin stated so I was here two weeks ago, and our guys were working on a tree  
277 blowing and bagging and a resident like ten houses down was blowing back out onto the  
278 street.

279 Mr. Mootz stated so that is a constant little battle there.

280 Ms. Kramer stated so for all the residents out there that can hear me: please bag your  
281 leaves and dispose of them appropriately.

282 Mr. Mootz stated yes ma'am.

283 Ms. Kramer stated wonderful. any other questions from any Board members?

284 Ms. Kassel stated not at this time, but I was wondering, you are blowing the leaves in  
285 the street back up onto the grass, what is up with that?

286 Ms. Kassel stated yes, and I think some, yes, yes, thank you.

287 Ms. Montagna stated there have been compliments though.

288 Mr. Mootz stated I appreciate it.

289 Ms. Kramer stated we have a lot of compliments on Facebook.

290 Mr. Mootz stated they are working hard; they are working hard for you.

291 Ms. Kramer stated wonderful.

292 Mr. Botkin asked when is the next Board meeting?

293 Ms. Kassel last Thursday in March. It is the same date; same date would be Thursday  
294 March.

295 Mr. Botkin stated until then we are going to need feedback or guidance on what to do  
296 with the irrigation from that point until your next Board meeting because it is inoperable.



297 Ms. Kramer stated ok.  
298 Mr. Botkin stated so like the next fertilizer treatment cannot happen.  
299 Ms. Kramer stated right, yes our staff our procurement policy allows them some leeway  
300 as far as to authorize more.  
301 Mr. Botkin stated ok.  
302 Ms. Kramer so yes, they will be able to add.  
303 Ms. Montagna asked are you projecting it to be substantially high?  
304 Mr. Botkin stated your irrigation, yes.  
305 Mr. Mootz stated so to get a closed system, for me to tell you.  
306 Mr. Botkin stated we cannot even tell you what it truly is without closing the system.  
307 Mr. Mootz stated so in order to close the system based off of this, you are looking at  
308 two weeks, two guys every day.  
309 Ms. Kassel asked and so what is your ballpark?  
310 Mr. Mootz stated \$20,000.00 to \$25,000.00.  
311 Ms. Kassel stated yes, we do not have, they do not have that kind of leeway.  
312 Ms. Kramer no, they definitely do not.  
313 Mr. Mootz stated so there are zones in here, and it is horribly boring to read, but there  
314 are zones in here to where there are so many breakages I have to fix in order to figure out  
315 what is next because there is no pressure enough to actually run the end of the zone. So  
316 that is why there is, there is a range.  
317 Mr. Botkin stated your clocks are out of date. All of your clocks should not be used,  
318 currently.  
319 Ms. Montagna states so would the Board like to, if they cannot wait until next meeting,  
320 we do not want vegetation dying obviously.  
321 Mr. Mootz stated correct and there is there is a handful of areas that currently we found  
322 out are manually watered, not from any clock. So, there are certain things like that we are  
323 going to have to really dive into, but we will need guidance. Hey, do we want Harmony to  
324 be a Maxicom system with like it should be, do we want a hybrid so there is going to be  
325 three different levels, really.  
326 Ms. Kramer so at our next meeting you will bring back that plan, but right now you  
327 need authorization to be able to close it.  
328 Mr. Mootz stated yes.

329 Mr. Botkin stated we can tell you from what we can physically see, touch, and going  
330 around and look at, here is what we are seeing and there are pictures with every item that  
331 we have sent. So, I do not know if everyone has reviewed that or not.

332 Ms. Kassel stated I have not gotten, or been sent it, I do not think.

333 Mr. Mootz stated there will be a bunch of links.

334 Mr. Botkin stated yes, they are links.

335 Ms. Phillips stated it is very detailed.

336 Mr. Mootz stated like I said it is horribly boring and I apologize for that but.

337 Mr. Botkin stated so for us to give you an exact, this is exactly what it is and the exact  
338 amount, you are going to have to have available budget to go in and fix because, think  
339 about this, there is a water line shoots, right, and comes up out of heads. While there is  
340 water pressure, it is not sufficient enough to see heads 5, 6, 7.

341 Ms. Kassel stated I understand.

342 Mr. Botkin so we do not know if 6, 7, and 8 even work or not. Or they do, they are just  
343 not pressuring. So, we have to fix the pressure to see what is going on.

344 Ms. Kramer stated, and we have been paying exorbitant water bills, and I am hoping  
345 that that this money well spent will save money on the other side of the proper usage of the  
346 water.

347 Mr. Mootz stated correct and then you have something to gauge. Let us say you have a  
348 high-water consumption, compared to what? So, if we are comparing to a closed system,  
349 closed month, and we are running it twice a week at 30 minutes a zone, and we know they  
350 are three-gallon heads, we know if it is going to be high.

351 Ms. Kramer stated right.

352 Mr. Mootz stated right now if you are guessing.

353 Yes, we are getting asked to give a read and it is like, compared to what?

354 Mr. Mootz stated compared to what, unfortunately?

355 Mr. Botkin stated because your system does not work.

356 Ms. Kramer stated right.

357 Ms. Phillips are you talking through all of Harmony?

358 Mr. Botkin stated the entire system does not work.

359 Ms. Phillips asked why are water bills so high?

360 Mr. Mootz stated no they are running water, you just cannot control it, you cannot  
361 control it, yes it is just you cannot control it. Some of these zones are huge too, by the way.  
362 I mean you have got 53,000 gallons being used and you very rightly probably do have  
363 53,000 gallons being used because they are that big. You just want to know though.

364 Ms. Kassel stated so irrigation our year-to-date budget is \$10,000, we spent \$5700.00,  
365 as of the current financial statement that we are going to be approving tonight. You have  
366 got a \$30,000.00 budget, obviously it is not going to be anywhere near enough, but we still  
367 have \$25,000.00 in that Repair and Maintenance irrigation budget as it stands.

368 Ms. Montagna stated I would just ask the Board to authorize a not to exceed and to  
369 work between staff and the Chair in between the next meeting so they can get stuff going  
370 because we do not want vegetation to die. We are not in the rainy season quite yet.

371 Mr. Mootz stated, and we are going to do it quite intelligently. We are going to pick St  
372 Augustine areas first, and pick your main drive, we are going to pick parks, things we want  
373 to control ants in, stuff like that, so we will have a path. We do not want to do half a  
374 satellite, we are going to complete an entire one.

375 Ms. Montagna stated, and Mr. Perez sent all that information to you all on the 16<sup>th</sup>.

376 Mr. Botkin stated and just to piggyback off her comments, why we were pushing this  
377 is because you do not want us to wait until March 28<sup>th</sup>, to then tell you that you need to  
378 spend \$25,000.00, for us to tell you again what it is and then now you are in the hot spot,  
379 correct.

380 Ms. Kramer stated ok so at this point in time, I would entertain a motion.

381 Ms. Kassel asked before we do that, can I ask Mr. Perez?

382 Ms. Kramer stated yes.

383 Ms. Kassel asked your thoughts on the matter, and spending \$20,000.00 to find out  
384 what we have got?

385 Mr. Perez stated I do not think there is any question. In order for this system, so there  
386 are two-fold to this, right? So, in the contract we have irrigation repairs built in after the  
387 initial audit. So, there are no repairs made, or you do not move forward with their report  
388 then they cannot accept the irrigation system and cover the maintenance of it ongoing. That  
389 being said, we are in discussion with the prior vendor about money being withheld which,  
390 hopefully, can help offset some of these costs moving forward, as well.

391 Ms. Kassel stated can we have a guess of what that number might be?

392 Ms. Montagna stated today, no. Their final bill is \$40,000.00 and some change and I  
393 have not paid any of that, which we are going to get to here in a few minutes and ask the  
394 Board for some provisions to be able to rectify that and withhold a good amount of that,  
395 but we do need to release some. So, we are going to get to that in a second and your Chair  
396 will ask for some authorizations for that.

397 Mr. Perez stated but to also piggyback on that comment, I do not think that it is prudent  
398 to go ask another vendor to do the same thing that they are doing, the time, energy, and  
399 effort alone to have another vendor and do comparative pricing, in a sense.

400 Ms. Montagna stated well you do not want to do that anyway; you want to work.

401 Mr. Perez stated no, I am just.

402 Ms. Kassel stated that is not what I was suggesting.

403 Mr. Perez stated I did not know if there was a thought going through anyone's head, so  
404 I was just making sure I was trying to get that.

405 Mr. Leet stated we decided that when we selected them as our contractor.

406 Ms. Kramer stated right.

407 Mr. Botkin stated I think it is actually very important to note that, and I am just saying  
408 this to put it on the table, at the end of the month, we are not responsible for irrigation if  
409 the repairs are not made. There is nothing we can do; the system does not work. So  
410 the trickledown effect is: your annuals, we would tell you do not plant them, your sod  
411 is going to die, your fertilizer is useless.

412 Mr. Leet stated you cannot water it in.

413 Mr. Botkin stated correct, there is such a trickledown effect with that so to Mr.  
414 Perez's point, you will have essentially another binder full of a report by the end of the  
415 month sharing with you and you want that as complete as possible so you have all the facts  
416 and figures in front of you and no one is guessing on anything, which is why we would  
417 very much appreciate a budget to actually fix it, fix what we can to figure out the entire  
418 scope.

419 Ms. Phillips asked can I ask a question please? Is this normal wear and tear and the age  
420 of the system or did it all go bad at once, or has it?

421 Mr. Botkin stated we can only tell you what has happened since we have been here. I  
422 am not making a comment on anything prior to us being here. It is abnormal, the current  
423 condition, none of your clocks work or are current, your clocks are out of date. You should

424 not have those clocks. You are not Maxicom, you are not a Maxicom system. You may be  
425 in theory, but it does not work. So, from the day we have been here, that is what I can do.  
426 Previously, I have no idea.

427 Ms. Phillips stated does the system have like a 20-year life expectancy.

428 Mr. Mootz stated I would ask for a reserve study. Sometimes they do 15-years, they  
429 replace all the timers. I do not know how this is set up.

430 Ms. Kramer stated I think it is a combination of things for a long time. We had people  
431 who were not really trained in irrigation handling the irrigation system. Then we brought  
432 folks in that we thought were trained in irrigation, but I do not think that they were prepared  
433 to do the deep dive that Benchmark has now done. And you can see that again in our water  
434 bills. Our water bills are one of the highest costs that we have, so if we are able to properly  
435 manage that water consumption in such a way to bring those bills down, the work that is  
436 done, it will pay for itself.

437 Ms. Phillips stated it will pay for itself, right, ok.

438 Ms. Kramer stated so I would entertain a motion.

439 Ms. Kassel stated move to approve \$20,000 for the audits, not to exceed \$20,000 for  
440 the audit repairs to close the system. Right

441 Mr. Leet stated second.

442 Ms. Kramer stated ok, I have a motion and a second. Did you say \$20,000.00?

443 Ms. Kassel stated that is what the initial number.

444 Mr. Mootz stated \$25,000.00.

445 Ms. Kassel stated I thought I heard \$20,000.00 first and then later I heard \$25,000.

446 Mr. Botkin stated we said \$25,000.00.

447 Ms. Kassel stated is that what you heard?

448 Ms. Montagna stated \$25,000.00.

449 Ms. Phillips stated \$25,000.00.

450 Ms. Kassel stated I amend my motion to \$25,000.00.

451 Ms. Kramer stated would you like to accept this, the second acceptance?

452 Mr. Leet stated yes, I will accept.

453 Mr. Kramer stated ok, I have a motion and a second on the table for a not to exceed of  
454 \$25,000 to close the irrigation system, for formal assessment of the system. Any further  
455 discussion by the Board? Hearing none, I will call the question: all in favor?

456 All Supervisors answered aye.

457 Ms. Kramer asked all opposed? Hearing none, motion passes unanimously.

458

459 Ms. Kassel made a MOTION to approve a not to exceed  
460 amount of \$25,000.00 for Benchmark Landscaping to  
461 conduct repairs necessary to close the irrigation system.

462 Mr. Leet seconded the motion.

463 Motion passed unanimously.

464

465 Ms. Montagna stated thank you.

466 Mr. Mootz stated thank you, appreciate it.

467 Ms. Kramer stated ok, the only other items we have, and you guys can go.

468 Ms. Kassel stated thank you gentlemen.

469 Ms. Kramer stated the other item of business which has been brought to our attention  
470 is the Servello, the separation agreement. Servello has submitted its last bill to us. It is  
471 again as our District Manager stated it is \$40,838.00. Some of this, and again it is broken  
472 down certain amount from mowing, irrigation, and things. It is their standard monthly bill,  
473 however and I think there has been some discussion and they say they realize that some  
474 will be withheld . Our attorney has advised us that the best way to end our relationship with  
475 them would be to work with them to negotiate what their final payment will be and then  
476 enter into a separation agreement so that there is no question moving forward as far as  
477 what-- we do not want to be back in the Davey Tree situation. So, if the Board would  
478 authorize the Chairman and the District Manager and the Attorney to work together with  
479 Servello to come up with that separation agreement, with the not to exceed of \$40,838.00  
480 and then we will get that solved and resolved and put to bed.

481 Mr. Leet stated yes, I mean it seems like that is all part of the negotiation that needs to  
482 happen so, ok that is a great number so I will so move.

483 Ms. Phillips stated I will second.

484 Ms. Kramer stated the motion and the second. All those in favor?

485 All Supervisors replied aye.

486 Ms. Kramer asked any opposed? Hearing none, motion passes unanimously. So, we  
487 will get on that and get that resolved.

488

489

Mr. Leet made a MOTION to approve authorizing the Chair, District Manager, and District Counsel of Harmony CDD to negotiate with Servello Landscaping as to what their final payment will be and to create a separation agreement. Said final payment not to exceed or \$40.838.  
Ms. Phillips seconded the motion.  
Motion passed unanimously.

**FOURTH ORDER OF BUSINESS                      New Business**

**A. Discussion of Growth in Harmony and East St. Cloud**

Ms. Kramer stated that the School Board asked that they be allowed to address this issue.

Dr. Pace stated well good evening everyone and thank you Chairman Kramer for allowing us this opportunity to come before the Board and speak. We are at a place where we are looking at having to add seven of the cottages, again, to help us accommodate the very rapid growth in student enrollment at Harmony Community School. In our agreement, it indicates that the Board could consider moving forward with that but, of course, I wanted to talk with all of you about it first, as long as we have a plan to correct the problems so that it is not a permanent addition to our Harmony Community School Campus. We are currently in construction; we just broke ground in the last two weeks on a new K-8 school in the Sunbridge Community off of Cyril's Drive. That community will actually have eventually three dedicated K-8 school sites as a part of their development plan. In addition, we are in planning and doing initial design work for another K-8 school for relief to the Harmony and Narcoossee Elementary School and Community School populations which will be very close to where Hickory Tree is today, it is a community called Roan Bridge. Sunbridge is scheduled to open in 2024-2025 in the upcoming year, not 2023-2024 but 2024-2025 and then Roan Bridge would follow in 2025-2026 and following that two year period we believe we would be in a position to remove the cottages and return Harmony Community to a more manageable size. I shared some numbers of projected growth with Chair Kramer which I think she has sent out to the Board. I apologize that I cannot be with you in person tonight it would be easier perhaps to show the documents then and explain any questions that you or answer any questions that you might have, but our Gateway Panther Girls Basketball Team, for the first time ever, qualified for state level runoff play in Lakeland and I am on my way back from that event. Unfortunately, they were not successful, Mainland was quite a match, but I appreciate the opportunity to have been able

526 to go and support our Panther team while at the same time honoring our commitment to  
527 come and share this information with you and answer any questions that you have. I believe  
528 I also have our Vice Chair of the School Board, Mrs. Booth who is going to join remotely  
529 via Zoom. I think Commissioner Booth may be listening in as well if any members of the  
530 Board have questions they would like to ask.

531 Ms. Booth stated yes, Dr. Pace this is Erica Booth. I am here and thank you so much  
532 for the opportunity to be here tonight.

533 Mr. Leet stated yes, I have got the table that you sent us, Dr. Pace. I have got on display  
534 in the room here; it was emailed out to the Board members. I can try to share it on to the  
535 Zoom meeting here so, but I think the easier thing would be to post that on the on the  
536 website along with our minutes follow-up rather than, sometimes our Zoom connection has  
537 issues so I think it would be better. I have it on screen here so we can go over that. We can  
538 all see the projections and everything so.

539 Ms. Kramer asked do any of the Board members have any questions or discussion with  
540 Dr. Pace?

541 Ms. Kassel I do. It appears that, based on this table, that it will take a minimum of five  
542 years with portable classrooms in order to resolve this issue?

543 Dr. Pace we believe that we will be able to resolve the issue with the opening of Roan  
544 Bridge after the 2025-2026 year. We will still be at maximum capacity, but we believe we  
545 would be able to manage the enrollment without the need for portables after we open the  
546 two K-8s on this side of the of the County.

547 Ms. Kassel stated my big concern is with the County Commissioners not providing the  
548 School District with enough funding and planning to be able to keep up with the residential  
549 development that they keep on approving. So, now it is already an issue as one resident  
550 attested to you and I know that Ms. Phillips has mentioned it in the past and I know that I  
551 leave my house to go somewhere at the times when school is either getting into session or  
552 coming out of session and that is a nightmare already. With another 20 or 30% or 60 or  
553 70% with the portables, that is going to be even that much more of a nightmare. So I know  
554 you are in a stuck place and I empathize with that and at the same time I empathize with  
555 the people who elected us as a Board, who want to have a community where traffic is not  
556 an issue for an hour or two, or at least two hours every single day while people are dropping  
557 off and picking up their kids. That is my concern.



Dr. Pace stated yes ma'am, I certainly understand your concern. The County Commission does not share specific funding with the School Board. Funding for our capital projects, our facilities, particularly new student stations come from the collection of impact fees based on the growth of housing in the community. Last year we collected \$90 million in impact fees, and we have done our part. We collect almost the highest impact fees if not the highest in the State on residential development. Unfortunately, the way this state manages capital funding for school districts we are almost in a position where you have to be behind the need, you must demonstrate specific need for a new school, before you can use taxpayer dollars to build it even when those taxpayer dollars or in this case impact fees are generated on a local level. We do not anticipate adding anymore residential zone or property to the current Harmony Community zone with the addition of these portables. Currently we have seven classrooms at Harmony Community where we are having to do what we call a co-teach situation. So, two certified classroom teachers are teaching in one classroom and sometimes that is a good thing. It allows teachers to capitalize on each other's strengths and each other's content knowledge and care for the two classes of students in that one space. But it is not really because of choice in this case it is because we simply have no more classrooms to use. Our planning team has walked the building we have done space reconfigurations so that we are maximizing the physical space that is available currently at Harmony Community for the student population but without the capacity to add the additional 7 portables we would be looking at probably 14 co-teach situations in the upcoming year to deal with the growth and enrollment that is coming in. And right now, as new students move in our School District has no choice, we cannot turn them away. We are a public school; we are committed to serving all children who come our way and we do it to our best ability. But we have to meet the needs as this growth is occurring and I certainly understand your frustration I live on Canoe Creek Road, and we are working hard with the County with the local City governments to get in front of development and get the traffic infrastructure built. As developments go through the planning process, our School District does have an opportunity to review those plans and if a development is going to add the need for another school, then we work with the developer to do what we call a mitigation agreement. So that within their development plan they are actually setting aside a site they do not give it to the School District, we purchase it at market value down when we need it, and typically that is then handled through impact

590 fee credits. But that is kind of the rock and the hard place that we are in right now. Some  
591 of you may remember several years ago when the Harmony Community was also bursting  
592 at the seams. It was in the K-8 environment, we came to the Board we went to the  
593 community in a town hall and asked for that same provision: could we add some cottages  
594 on a 2-year temporary basis while we had the new middle school in planning and design  
595 and construction and as soon as we opened the middle school in planning, we were able to  
596 pull those portables out. But the infrastructure is there in terms of electrical wiring,  
597 plumbing, those types of things that are needed so that is why we are coming to you now.

598 Mr. Leet stated one comment I have looking at the table we were sent, it looks like it  
599 has a transposing error. It looks like it has the same data for the functional capacity  
600 utilization with and without the relocatables. So, I do not know if this table is really  
601 showing what the full impact would be with versus without the seven additional units.

602 Dr. Pace stated oh I apologize, thank you for catching that. I will have our planning  
603 director Ms. Rhonda Blake examine this again and I will send a new copy to Ms. Kramer.

604 Ms. Kramer stated that is great. Yes, the school crowding, I have my two grandchildren  
605 in the Harmony Community School, and they are basically stacked on top of each other.  
606 The crowding is a very serious issue right now and I regret that the State of Florida did not  
607 keep their concurrency requirements to require schools to be built prior to overcrowding.  
608 Unfortunately, that is a reality that they rolled that back and we do not have that ability  
609 now. So, we are in a situation again where the state requires them to be over capacity to  
610 build new schools. So, I do not know what else we can do. I do not know, is there something  
611 Dr. Pace that you are looking for from us?

612 Dr. Pace stated no ma'am. I just wanted to come and share this information with you  
613 first. I felt like that was something important to communicate with the Board up front so  
614 that you are not caught off guard. And then we will schedule a follow up town hall at  
615 Harmony Community in a couple of weeks in order to be able to address the larger  
616 community about this need.

617 Ms. Kramer stated ok, that is wonderful. Just keep us posted on that. But the mitigation  
618 plan does provide for a limited use of what we call the portables or cottages, but it is limited  
619 to a certain amount of time within a five-year period. But it sounds like you are trying to  
620 do the best you can with what you have. Any other questions from the Board?

621 Ms. Kassel stated yes. I would like to know what the plan is to mitigate traffic because  
622 we are talking here about an additional 50% of students at the school, which is significant.

623 Dr. Pace stated I will have our Safety Director go out again to check the arrival times  
624 and departure times at Harmony Community. I know we have done some work with  
625 redesigning traffic flow, but I will ask him to do that next week so that we can look at if  
626 there is a better way for us to move traffic off the streets. And one of the things that we  
627 always like to encourage our folks to do is, particularly those who live in the community,  
628 we encourage you to let your children walk. It is a safe environment, it is good for their  
629 health, and that was the way the school was designed to try to minimize the drop off and  
630 pick up. You will see the choice leaving and choice receiving numbers on that chart. We  
631 have stopped allowing any new students in for choice applications at Harmony Community  
632 other than for staff members. That is a benefit that the School Board provides for staff at  
633 the school to have their children go to school with them if they are elementary age. But we  
634 will have to phase out Choice because under the Florida statute once a student is accepted  
635 for Choice they are guaranteed that seat through the grade band of the school. So, if they  
636 enter Harmony as a choice student in kindergarten they are guaranteed a seat through 5th  
637 grade. But those numbers are starting to dwindle because as you said for the last couple of  
638 years we have not been providing additional Choice opportunities as much as everybody  
639 loves Harmony Community and would like to send their children there.

640 Ms. Kassel stated one last question. There had been talking a couple of years ago about  
641 expanding the school building itself, rather than just portables and what is the plan on that  
642 please?

643 Dr. Pace stated we do not currently have a wing addition planned for the Harmony  
644 Community School. I can certainly talk to my facilities team about looking what is possible  
645 there. We do not really like for elementary schools to grow beyond the 900-1,000-student  
646 range. We really feel like that K-5 environment is, the VPK to 5, thrives when you can  
647 keep it relatively small. And when you do add that additional space, you also have to look  
648 at the size of things like the cafeteria, the media center, even the clinic, in order to make  
649 sure that we are meeting code and able to serve the students for that additional space. But  
650 I will certainly take that request back to our facilities team to look at.

651 Ms. Kassel stated yeah it was mentioned several years ago as a plan for when we hit a  
652 certain number of students, and I am sure based on this table that we have hit that number

653 of students. And as you just said, you want to keep the number at 800 or 900 but that sounds  
654 like a longer-term plan and the shorter term plan in the next five years and probably 6, 7,  
655 and 8 years, because there is always delays in construction, we are talking about having  
656 1500 students at the school, not immediately but growing over the next three or four years  
657 growing to 1500 students.

658 Dr. Pace stated each of the K-8s we are opening will serve about 1400 -1450, is our K8  
659 usual capacity, our seats, so they will be a little bit larger, but again, I will certainly take  
660 that back. I was not aware that had ever been considered.

661 Ms. Kramer stated the portables you mentioned that the hookups are there and  
662 everything ready for them, will these have restrooms in the portable units themselves in  
663 the classroom?

664 Dr. Pace stated if I remember correctly, when we added the portables previously we  
665 included a restroom portable. I will look at that again with the facilities team in the morning  
666 to see.

667 Ms. Kramer stated ok.

668 Ms. Pace stated we typically would move our older students so I would anticipate that  
669 you would see 5th graders. We keep our little ones closer to the office.

670 Mr. Leet stated and so along those lines with the information you bring to that town  
671 hall I think it would be helpful to show a comparison when we had the seven units there  
672 when it was K8. I understand the density is different and everything but that would be a  
673 good point of reference of what those capacity numbers were versus with it full VPK-5 is  
674 that going to be slightly higher just so that would be a good comparison point to also  
675 include in the town hall since we had portables not too long ago.

676 Dr. Pace replied yes sir. I will take that information back to the team and make sure we  
677 include it.

678 Ms. Kramer stated all right, any further questions?

679 Dr. Pace stated if there is nothing else, I am going to go ahead and sign off and drive  
680 home.

681 Ms. Kramer stated wonderful, well thank you for joining us and I am sorry it did not  
682 work out for the girls, but I am glad they got the opportunity to go to the finals.

683 Dr. Pace stated yes ma'am, thank you so much. And thank you Ms. Booth for being a  
684 part of the conversation as well.

685 Ms. Booth stated yes and any questions I am here and happy to come out and take a  
686 look and I would love to join one of your meetings in person. Thank you for allowing us  
687 the opportunity to join via Zoom again and thank you for (inaudible) and for your  
688 partnership.

689 Ms. Kramer stated thank you.

690 Mr. Leet stated drive safe.

691 **B. School District of Osceola County, Learn to Swim Program**

692 Ms. Kramer stated the next item on the agenda is the School District again. We have a  
693 request to, again as we have in the past, allow the School Board to use our pool, swim club  
694 pool, for the Learn to Swim Program. It will be an 8-day program over two weeks. They  
695 will run it Monday, Tuesdays, Thursdays, and Fridays, so over a two-week period in April  
696 from the 10th to the 21<sup>st</sup>. Do I have any questions?

697 Mr. Leet stated move to approve.

698 Ms. Kramer stated I have a motion to approve.

699 Ms. Montagna stated I just want to make a couple of comments. So, the pool will close  
700 from 9 to noon on those days and in the past the Board has waived the deposit fee as long  
701 as you are still on board with that.

702 Ms. Kassel stated the only other thing is the application, I believe, does not mention  
703 that there will not be lessons on weekends.

704 Ms. Kramer stated yes, so to amend they said it gives the bracket dates, but it says with  
705 the exception of Wednesday, but it should say with the exception of Wednesdays,  
706 Saturdays, Sundays.

707 Ms. Montagna stated ok.

708 Ms. Kassel stated so do we have a second?

709 Mr. Eckert stated yeah just one comment. So, you have an indemnification, a hold  
710 harmless agreement in here it is between you and the event organizer but what I have not  
711 seen is the release that they ask the participants sign and what I would like to see that  
712 release that they asked the participants to sign because there is specific bold-faced language  
713 that is required in Florida when you are waiving the rights dealing with them there. So, it  
714 could be subject to me reviewing that release and making sure the District is covered with  
715 the actual participant, I would suggest that.

716 Ms. Montagna stated I will send an e-mail to Matt Murphy requesting the release that  
717 they want the students sign.

718 Ms. Kassel stated do you want a revised motion.

719 Mr. Leet stated for that and the line for the scheduling updates I move to approve.

720 Ms. Kassel stated second.

721 Ms. Kramer stated ok, so we have a motion to approve the proposed use of our Swim  
722 Club Pool.

723 Mr. Leet stated and waiving the fees, sorry.

724 Ms. Kramer stated April 10th April 21st waiving the deposit because they are a  
725 governmental entity so there would be no fees and provided that our attorney signs off on  
726 the release form for the students. So, I have a motion and a to second. Any further  
727 discussion?

728 Ms. Phillips stated yeah they said 9 to 12 but I think the application said 9 to 2, did it  
729 not?

730 Ms. Montagna stated no, it is 9-Noon.

731 Ms. Kassel stated it says 9-2 on what we got.

732 Ms. Kramer stated it does say in the information I have it is 9 to 2.

733 Ms. Montagna stated oh I am looking at the actual form.

734 Ms. Kramer stated ok.

735 Ms. Montagna stated it says excluding Wednesdays, times from 9:00 AM to noon.

736 Ms. Kramer stated ok.

737 Ms. Montagna stated, and I will get Saturdays and Sundays added to that.

738 Ms. Phillips stated ok.

739 Ms. Kramer stated any further discussion? Hearing none, I call the question all in  
740 favor?

741 All Supervisors stated aye.

742 Ms. Kramer asked all opposed? Hearing none, motion passes unanimously.

743

744 Mr. Leet made a MOTION to approve the School  
745 Board's request to use the Harmony Swim Club Pool for the  
746 Learn to Swim Program with District Counsel's approval of  
747 the signed release form and the addition of excluding  
748 Saturdays and Sundays in the request form.

749 Ms. Kassel seconded the motion.

750 Motion passed unanimously.

751

752

753

**C. Consideration of Resumes to Fill Vacant Seat #4**

The next item on the agenda is the consideration of the different applicants to fill the vacant seat, Seat 4 on the Harmony CDD Board. We have a number of applicants, in fact, I think at this point, now Mr. Brady Evans did withdraw his application, so we have seven before us at this time.

Ms. Montagna stated two are on Zoom.

Ms. Kramer stated yes, two of them are on Zoom. So let me just see who is here with us and you guys have to help me with some of the names.

Mr. Chokanis are you here?

Mr. Mr. Chokanis stated hello.

Ms. Kramer stated hi how are you?

Ms. Kramer stated Mr. Davis?

Mr. Davis stated speaking.

Ms. Kramer stated good evening.

Ms. Kramer stated Fred Meek?

Mr. Meek stated present.

Ms. Kramer stated oh.

Ms. Montagna stated not on Zoom.

Ms. Kramer stated not on Zoom. Jacqueline Meek?

Ms. Meek stated I am here, as well, on Zoom.

Ms. Kramer stated wonderful, thank you, Jacqueline.

Ms. Kramer stated Kevin Shirley?

Mr. Shirley stated I am also here on Zoom.

Ms. Kramer stated ok, thank you, Kevin.

Ms. Kramer stated Mr. Skalyo?

Mr. Skalyo stated Skalyo.

Ms. Kramer stated Skalyo. Thank you.

Ms. Kramer stated and Ms. Wilczynski?

Ms. Wilczynski stated I am here.

Ms. Kramer stated thank you so much. Alright so we have before us seven individuals, residents, have they all been?

Ms. Montagna stated yes.

Ms. Kramer stated so they all are registered voters within the Harmony CDD.

787 Ms. Montagna stated correct.

788 Ms. Kramer stated and that is the requirement through the statutes for this position. So,  
789 at this time the Board, would you all like to ask some questions? I know I have a few  
790 questions for the members. So, if someone would like to go first and then.

791 Ms. Kassel asked well what is our process going to be? We obviously cannot talk in  
792 between meetings to decide what our process is. Go ahead Ms. Montagna.

793 Ms. Montagna stated the way we have typically done it, I would just go one applicant  
794 at a time and have them come sit here and go around and everybody ask their questions  
795 and then let them move on and get the next applicant. Then it goes back to the Board for  
796 discussion and then you can make your decision.

797 Ms. Kassel asked so should we go in the order of the agenda?

798 Ms. Kramer stated I think that would be the easiest, alphabetical order is the way they  
799 put it so Lucas just step forward name and address for the record.

800 Mr. Chokanis stated hello, my name is Mr. Lucas Chokanis , I am at 3413 Middlebrook  
801 Place. I have been here since 2013.

802 Ms. Kramer stated, and we do have his application. I think all the Board members have  
803 had a chance and it is posted online in the agenda package. So, we will just go around, Mr.  
804 Leet would you have any questions?

805 Mr. Leet stated yes, I am an electrical engineer from UCF, as well. I guess my question  
806 is: as your day job, are you more like the project engineering side?

807 Mr. Chokanis stated electrical technology wise. I do a lot of data analysis. We solve  
808 very complex problems, I work for Lockheed Martin, I have been there for three years now.  
809 Previously I worked at L3Harris over in Melbourne- Palm Bay, defense contractors. I do a  
810 lot of the technical, complex problems.

811 Mr. Leet stated favorite amenity?

812 Mr. Chokanis stated here in Harmony, the golf course definitely.

813 Mr. Leet stated that is it.

814 Ms. Kramer asked, Ms. Phillips do you have any questions?

815 Ms. Phillips stated I am sure I do, but I am really appreciating you applying  
816 and showing interest in the community. I read your resume and I am pretty impressed.

817 Mr. Chokanis stated thank you.



818 Ms. Phillips stated I guess the one thing I want to ask is: is there something you want  
819 to do different than we are already doing?

820 Mr. Chokanis stated not necessarily, I think I just want to have an impact more. I have  
821 been here for almost 10 years now, and I want to have a voice in what happens going  
822 forward. I have two little children, an eight-year-old and a six-year-old. I enjoy the  
823 community and I just rather have an impact and do some good things for the community.

824 Ms. Phillips stated ok, very good, thank you.

825 Ms. Kassel stated as always, I will have lots of questions, sorry.

826 Mr. Chokanis stated that is alright.

827 Ms. Kassel asked have you had any experience on boards before?

828 Mr. Chokanis stated yes through my 10 years of engineering we have various review  
829 boards. Some of them are called failure review boards where we have a complex problem  
830 that does not go the way we thought, and so we all sit down and really dig into the details  
831 of what went wrong and how do we fix it, how do we improve things? It is very standard  
832 practice and engineering of messing up how do we do it better and it is a repetitive kind of  
833 trial-and-error process. So, I have sat on various review boards and sat with very senior  
834 people and learned a lot from them.

835 Ms. Kassel stated tell me if you have gone through at least one full agenda package in  
836 detail, so far.

837 Mr. Chokanis asked here?

838 Ms. Kassel stated Harmony CDD agenda package, like today's agenda package.

839 Mr. Chokanis stated yes.

840 Ms. Kassel asked gone through whole thing?

841 Mr. Chokanis stated yes.

842 Ms. Kassel stated read the, how many pages?

843 Ms. Phillips stated 162.

844 Mr. Chokanis stated yes. I read emails; I have thousands of emails a day. I read a lot. I  
845 do not know if you read my resume, I brought to the CDD Board a petition to get a  
846 playground built for our street Middlebrook and it was approved for \$25,000.00.

847 Ms. Kassel asked is this what you sent, is that the totality? Because you said you sent  
848 a resume, but these are just some answers to questions. Because I did not get a resume that  
849 is the only reason.

850 Mr. Chokanis that was from Facebook I believe. Oh no, that was e-mail I sent, yes.

851 Ms. Kassel stated ok so there was not actually a resume? I just want to.

852 Mr. Chokanis stated that is what the application said so. I have a formal resume I can  
853 send you with my engineering background.

854 Ms. Kassel stated and tell me about your financial background, like your financial  
855 knowledge, like what what kind of experience you have in studying and spending money  
856 and receiving money from a business perspective.

857 Mr. Chokanis stated so we have these things called control account managers and  
858 engineering called CAMs. I have managed over \$1,000,000 for IRADs before. Managing  
859 different functions, maintaining each weekly status, making sure people are doing their  
860 jobs, making sure they are not overrunning on too many tasks, so, yes, I have done a  
861 multitude of those. The million-dollar IRAD was one of them, the biggest one that I have  
862 managed.

863 Ms. Kassel stated and my last question, because I do not want to take all night with  
864 this, is what would you do differently than this Board has done recently?

865 Mr. Chokanis stated add some diversity.

866 Ms. Kassel stated so can you say more about that?

867 Mr. Chokanis stated Oh yes, maybe a young person in there would add a little  
868 pizzazz to it. Maybe another male would add a little diversity, so just my two cents.

869 Ms. Kassel stated until the last election, there were four males and one female, and it  
870 was that way for many years.

871 Ms. Kramer stated then you definitely would be replacing a young male.

872 Any other questions?

873 Ms. Kassel stated not from me.

874 Ms. Phillips asked can I ask one more? Did you think about running before this because  
875 there were two seats open in November and nobody ran for them other than Mr. Short and  
876 I.

877 Mr. Chokanis I thought about it for a while. Life has been busy and stuff, but I noticed  
878 when Jacqueline posted on Facebook there was only two people running. I thought I may  
879 as well jump in now while nobody is participating and then there goes eight people. But I  
880 am glad I did it and I would not change anything.

881 Ms. Kassel stated you are not reneging on your application?

882 Mr. Chokanis stated no, I am not pulling out like that guy.

883 Ms. Kramer stated you mentioned where you served on some review boards. Were  
884 those standing boards or were they boards that were appointed as an incident came up?

885 Mr. Chokanis stated usually, depending on your seniority, you get put on review boards  
886 for complex problems like they call sneeze subject matter experts. So, depending on what  
887 happens those review boards get combined into teams and then those teams review certain  
888 complex problems. There is always a lot of meetings that I am always in that we have  
889 discussed problems and how to go about things those are daily tasks, but the review boards  
890 are really focused on a certain aspect of what we are working on and how to solve a big  
891 problem.

892 Ms. Kramer stated any governmental experience? Are you familiar with the Sunshine  
893 Laws?

894 Mr. Chokanis I am a voter. Not too much to be honest.

895 Ms. Kramer stated so this would be a first for you?

896 Mr. Chokanis stated yes, as a government position.

897 Ms. Kramer stated wonderful. We are required by State Law to do a financial disclosure  
898 and to disclose investments, and other financial information, and it is mandated by the State  
899 of Florida, and it is kept in their and it is part of the public record. Would have any  
900 problem?

901 Mr. Chokanis no, I do not.

902 Ms. Eckert stated if I could just add to that and say: it is a disclosure of sources, not  
903 amounts.

904 Mr. Chokanis asked just financial investments is that right?

905 Ms. Kramer stated right. What they are looking for is conflict of interest, things that  
906 might come up if you are making some decisions on something that might affect.

907 Mr. Chokanis stated right, like insider trading or something?

908 Ms. Kramer stated that is right. Yes, us lowly officials have to deal with it the higher  
909 ones do not.

910 Mr. Chokanis stated they are the ones making all the money.

911 Ms. Kramer asked when you said you wanted to commit, is there any special thing you  
912 want to accomplish if you are a member of the Board?

913 Mr. Chokanis stated nothing in particular. I know I am going to be here for a while, I  
914 do not see myself moving, so I want to get involved and and make things better. I think  
915 things used to be a lot better when we first came in, and I think they are kind of on the  
916 down slope which I think happens, but I want to make an impact and and serve my  
917 community.

918 Ms. Kassel stated I do have one last question that is: what percentage of the meetings  
919 do you think you would be able to attend in person?

920 Mr. Chokanis asked are they once a month?

921 Ms. Kassel stated yes the last Thursday of the month, except for November and  
922 December when they are the second Thursday.

923 Mr. Chokanis stated, and they are at 6:00 p.m.?

924 Mr. Leet stated usually with a couple of workshops through the year there is a budget  
925 one once a year, they will be like before the meeting at three, and then maybe one or two  
926 other workshops they will.

927 Mr. Chokanis stated I would say 95%.

928 Ms. Kassel stated and there are typically two to three hours per meeting.

929 Mr. Chokanis stated that is okay.

930 Ms. Kramer stated the previous Board member that had to step down was a young  
931 gentleman like yourself and he said that the problem was, he estimated the time he would  
932 need to spend on the Board work was between six and eight hours a day, not a day I am  
933 sorry, a month. But he found that it was much more than that to really do the job properly  
934 because sometimes the agenda requires you to go out and look at certain things throughout  
935 the community and to evaluate them, things like that. He said he was not able to commit  
936 the amount of time it took, so I just wanted you to be aware of that.

937 Mr. Chokanis stated no, I understand. My job is very flexible, I work from home  
938 sometimes and I work on campus sometimes, so I am able to make it flexible around mine,  
939 but I am usually done work by 5:00 p.m. and usually home in plenty of time.

940 All Supervisors thanked Mr. Chokanis.

941 Ms. Kramer stated Mr. Davis.

942 Mr. Leet stated hold on, do we want everyone to stick around? I mean do we want  
943 to, are we seating the person tonight to continue?

944 Ms. Montagna stated if you have a viable candidate tonight, then yes I would suggest  
945 to the Board that you fill that vacancy. Unless for some reason you do not have a viable  
946 candidate at the end, then obviously you can leave it open.

947 Mr. Leet stated I meant that if you if you need to go obviously.

948 Ms. Kramer stated yes, if you need to go yes, but if you would like to stay, then if you  
949 are selected.

950 Mr. Chokanis stated I will stick around.

951 Mr. Davis stated Joe Davis I live at 3415 Feathergrass Court. Been here about five  
952 years, 2018 we moved down.

953 Ms. Kramer stated wonderful, nice to have you and I am glad you you applied for the  
954 position. We will go through the same, we will start with Mr. Leet again.

955 Mr. Leet stated again, just looking at your resume going over the logistics, repairs of  
956 equipment, have you in, your time living here, and I am not sure how much you have kept  
957 track of how the CDD has operated equipment maintenance and everything, is there  
958 anything that stands out that you in your professional capacity thinks should have been  
959 done differently?

960 Mr. Davis stated so let me start with I did not realize Mr. Chokanis was in similar  
961 industry that I am, aviation. So, some of my answers may be similar to his, as far as boards  
962 that I have been on, things like that. , I have watched a lot of the maintenance cost things  
963 like that and wondered how that would do them differently had I been in an impactful role.  
964 I know there was a large debate over doing it in-house versus sending it out, there becomes  
965 some control issues and some financial issues with both decisions, so I do not think that  
966 you get 100% the right answer either way you go with it there is always going to be  
967 challenges. And so yes, I have sat back and kind of looked at some of the the maintenance  
968 costs and controls as far as units out of service, vehicles out of service, some of the units  
969 that they use to service the community, so I have looked at that.

970 Mr. Leet stated ok, and again your favorite amenity?

971 Mr. Davis stated my favorite amenity is the hiking trails, I like to walk.

972 Mr. Leet stated that is it for now.

973 Ms. Kramer stated ok, Ms. Phillips.

974 Ms. Phillips stated well, thank you for putting yourself forward for this. It has been just  
975 mind-blowing to me that so many of you are willing to do this and it is very difficult for

976 me to ask questions because I am not sure that I have anything meaningful to ask because  
977 you have covered everything.

978 Ms. Phillips asked in November there were two openings, and nobody ran for office  
979 other than the two of us who were already in the seats, and is there a reason you did not  
980 run then, and you are running now?

981 Mr. Davis stated there is. I do travel a lot for work. The liberty that I have is, if I know  
982 something is coming, I can work around it most of the time. But I generally travel two to  
983 three weeks of the month for customer visits as far as you can go in Canada as far South as  
984 you can go in South America, depending on the week. Again, knowing if my kids got a  
985 football game or a basketball game I am pretty much scheduling my work trips around that  
986 so I can be here for the family, so I have wanted to run for the Board a couple times, my  
987 plan was to run the next cycle. This just kind of allowed the opportunity a little sooner.

988 Ms. Phillips stated so, oh and is there something you would do differently than those  
989 of us on the Board have been doing?

990 Mr. Davis stated so that is a difficult question. I think to say that I would do it  
991 differently, I would have to understand all of the things that lead you to your decisions  
992 before I can make that decision.

993 Ms. Phillips asked have you been to meetings or listened to the minutes?

994 Mr. Davis stated I have watched on Zoom, a couple different meetings. I have not  
995 attended one in person and no I have not read 170 pages of the meeting. I have looked  
996 through a lot of the minutes at great length. I have worked with Teresa on a couple of  
997 different things that we have had such as the basketball court and installation of a pool in  
998 my backyard so I am familiar with how the Board operates but I would like to understand  
999 more, sometimes how we get to the decisions that we make.

1000 Ms. Phillips stated ok, very good, thank you.

1001 Ms. Kassel stated so you have read minutes, but it is unclear, or I just want to  
1002 understand. You have read the minutes, but it is unclear how we have come to the  
1003 decisions?

1004 Mr. Davis stated well sure, the minutes are snapshots of the discussions that are taking  
1005 place right? So yes, it could be verbatim, word for word, but understanding the thought  
1006 process that got us that decision is what I like to understand .

1007 Ms. Kassel stated ok, so you said you have not read the 171 pages this month.  
1008 Sometimes it is 200 or 300 pages.

1009 Mr. Davis stated did not read that either.

1010 Ms. Kassel continued but it would be a responsibility to read that, plus as Ms. Kramer  
1011 said Mr. Short understood that it was about 6 to 8 hours a month of his time, and in addition  
1012 to that, those 6 to 8 hours are largely in one week, right? It is between the time we get the  
1013 minutes to review and then the agenda and the meeting. So it is typically about a week, a  
1014 week and a half, that you have to spend all of that time, so I am wondering if that is feasible  
1015 for you and also considering that you are very fairly prioritizing your family in terms of  
1016 your travel schedule, what happens if your travel schedule, your family obligations and the  
1017 meetings do not coincide right? Because we meet on the last Thursday of the month, except  
1018 for November and December.

1019 Mr. Davis stated well I think from time to time there are points where people cannot  
1020 attend a meeting, right, Board members. If you are asking if I want to prioritize family over  
1021 the meeting depends on the event, right? If I am home that is what I mean by prioritizing  
1022 my family is I am home versus being in some place in Nova Scotia, right? So that is the  
1023 priority. I realize that it takes a lot of effort to run the Board if that is kind of the question.  
1024 There is a lot of work that you guys are probably doing behind the scenes that does not get  
1025 seen. I have been the president of a board before; while it was just a bowling association,  
1026 it was still about 1500 members of the association, so it was, and the board was only about  
1027 2 to 3 people, so I only had a secretary and director who essentially at one end. So, I know  
1028 that there is a lot of work that goes into it and am I up to the task? Yes. Will there be some  
1029 conflicts? There could be. There could be a meeting that I have to miss because I have got  
1030 to go overseas or something like that, so I just want to make sure you understand that out  
1031 of the gate. That could potentially happen.

1032 Ms. Kassel asked what do you anticipate might be the percentage of meetings you  
1033 might miss.

1034 I would be able to make 75% probably. Like I said, I understand it is the last Thursday  
1035 of the month, I can plan for that.

1036 Ms. Kassel stated and your financial background.

1037 Mr. Davis stated so my financial background, I.

1038 Ms. Kramer stated you do not have to disclose it, but.

1039 Mr. Davis stated I think she meant professionally. So currently I manage a company  
1040 who produces ground support for aviation, so it goes all over the world. I manage the  
1041 service end of the business so as far as you can go North in Canada, as far South in South  
1042 America but I also sell the equipment. So, I am managing about a \$30 million budget a  
1043 year on the service side and an additional \$100 million budget a year on the sales side.

1044 Ms. Kramer stated so you are familiar with accounting sheets.

1045 Mr. Davis stated yes, until my eyes bleed.

1046 I do not love it. I have got a lot of experience in a lot of things, but that is not one of  
1047 favorites.

1048 Mr. Davis stated I did not say like it, but it I mean I am familiar with it.

1049 Ms. Phillips stated well you understand the concept and that is the main thing, that is  
1050 critical.

1051 Ms. Kassel stated no, and I just want to say you know I am focusing on the financial  
1052 knowledge and experience because clearly there are some local residents who are  
1053 concerned about how the Board is spending money, and so we want somebody who has  
1054 experience. I see you are about three quarters through your MBA and good for you.

1055 Mr. Davis stated thank you.

1056 Ms. Kassel stated I know that some financial acumen is required to get through an  
1057 MBA, and so we are certainly looking for somebody who has some financial acumen.

1058 Mr. Davis stated sure.

1059 Ms. Kramer stated I noticed you did serve on the board of the bowling association,  
1060 sounds like a very large association, and your attendance with those meetings are what  
1061 percentage of the meetings.

1062 Mr. Davis stated I was there all the time as the president, it is hard not to be there, right?  
1063 I was not able to skip out.

1064 Ms. Kramer stated any governmental experience?

1065 Mr. Davis stated I do not have governmental experience.

1066 Ms. Kramer asked and, would you be concerned, or would it be a problem for you to  
1067 fill out the financial disclosure required by the State?

1068 Mr. Davis replied no.

1069 Ms. Kramer asked and what do you want to accomplish?



1070 Mr. Davis stated like I said, part of it was just understanding and getting to the end  
1071 goal. I think nobody here on the Board sets out every morning to say hey how can I anger  
1072 that individual. We are, I think you are trying to pull the rope and in a direction and I want  
1073 to understand that direction. You know your 3-year, 5-year 10-year goal, what does it look  
1074 like what does Harmony look like in 10 years from now? I have a vision of what I think it  
1075 looks like, but I would like to see what that is collectively and perhaps be a part of it.

1076 Ms. Kramer stated I want to thank you. For those who do not know, Mr. Davis was  
1077 very helpful with basketball court resurfacing. He was kind of a go-between, between the  
1078 players. He was kind of their liaison with us, and it was wonderful to have and the court,  
1079 although it has still got some issues, it does look a lot better, and it is a lot softer on the  
1080 eyes when you play on it, and it gets an enormous amount of use.

1081 Mr. Davis stated I think it is the number one used commodity in the community.

1082 Ms. Kramer stated it is heavily used, I appreciate it, so thank you very much on that.

1083 Mr. Davis stated you are very welcome. Thank you for the support.

1084 Ms. Kramer asked any follow-up questions? Thank you so much.

1085 Ms. Kassel stated thank you.

1086 Ms. Kramer stated the next candidate, Mr. Fred Meek, would you like to come forward?

1087 Mr. Meek stated hi guys.

1088 Ms. Kramer state your name and address.

1089 Mr. Meek stated Fred Meek, 6848 Sundrop Street.

1090 Ms. Kramer stated, and we will start with Mr. Leet, Supervisor.

1091 Mr. Leet stated we have had correspondence on the issues and all that, is there  
1092 something that you have not already, that in your professional capacity you have not told  
1093 us about already that, in your professional capacity, you think the Board should have done  
1094 something different, or done in different direction?

1095 Mr. Meek stated in my professional capacity, I think things could have been, as much  
1096 as I hate to bring it up, the RV lot. Things could have possibly been examined from all  
1097 angles, things maybe outside of the box type thinking, and got the splash pad, I know that  
1098 that is an ongoing issue, and I would like to see that resolved. I would like to possibly  
1099 maybe hire or at least solicit another individual or something that can actually come in that  
1100 understands those types of systems those servos, those pumps and things, just to get a  
1101 second opinion because I do not know if the different items that are supposed to function

1102 together. We do not know what is broken based on what we have talked about. So, yes in  
1103 my professional opinion or my professional experience there is always ways to think  
1104 outside the box, and maybe get some other individuals and another set of eyes on things.

1105 Mr. Leet stated ok. And the favorite amenity?

1106 Mr. Meek stated my favorite amenity now is still a place to store my RV, but I love all  
1107 of the lakes. I go down to the docks at night, look at the skies, take pictures of the Milky  
1108 Way, as well as I like going out on the boardwalks too. So, I love it all.

1109 Ms. Kramer stated your photos are wonderful.

1110 Mr. Meek stated thank you.

1111 Ms. Kramer asked anything else?

1112 Mr. Leet stated that is for now.

1113 Ms. Kramer stated alright, Ms. Phillips.

1114 Ms. Phillips stated hi, it is nice to meet you at last. I have known your son for 10 years,  
1115 I believe. I am Beckett's grandmother. Do you remember Beckett?

1116 Mr. Meek stated yes.

1117 Ms. Phillips stated I wanted to ask you why you did not run in November, and you are  
1118 running now.

1119 Mr. Meek stated I did not run in November, I thought it was a voted process. I was  
1120 unaware that there was only two individuals that were applying for that seat, and my  
1121 situation back in November is a lot different than it is now.

1122 Ms. Phillips stated that is why I guess I am I am sort of trying to find out figure out  
1123 why so many people came forward now and did not before, and so I do not know if there  
1124 is something going on with them that I am in the dark, so if that makes any sense. And I  
1125 know the RV lot has upset you greatly, and I do feel bad about that, and I spent a lot of  
1126 time laying awake at night trying to figure out another solution. But we did not make that  
1127 decision lightly and we did what we had to do, because none of us wanted to do that. So, I  
1128 have some concerns.

1129 Mr. Meek stated it is kind of past me right now. I have kind of just like left it alone.

1130 Ms. Phillips stated if we can reopen it, we will but I would hate to have you come on  
1131 the Board thinking that you are going to change that because we do not have any choice.  
1132 Ok, I just want to make sure you understand that because I hate when people are upset, it  
1133 upsets me, so I would like everybody to kind of get along.

1134 Mr. Meek stated yes, I have got concerns too, what is going to happen once everything  
1135 is closed and people are moving their RVs and stuff, their trailers, and you know you go  
1136 right up the road three or four miles to Rockers Lockers, and they have no space. I have  
1137 been on their waiting list for three months now.

1138 Ms. Phillips stated well do come to us, because maybe we could do something about  
1139 that for a temporary thing, I cannot promise that, but we certainly could discuss it. But  
1140 I guess the other thing is I hope if you are the one who has chosen, that you understand that  
1141 the people in the community would come to you if they want to talk about something and  
1142 not have it on Facebook because that is a private group.

1143 Mr. Meek stated I understand that I am not on the Board now.

1144 Ms. Phillips stated no, but I am just saying. If you did I just want to make sure you  
1145 understand that.

1146 Mr. Meek stated I understand, I understand the rules.

1147 Ms. Phillips stated ok, alright I just want to make sure. I felt that you were upset, and  
1148 so I just do not want you to continue to be upset.

1149 Mr. Meek stated ok, thank you.

1150 Ms. Kassel stated yeah sometimes upset ongoing is inevitable, it is just how things are  
1151 but as much as we do not like that.

1152 Ms. Phillips stated and your qualifications, your education, and we all know about your  
1153 photography and that so thank you very much.

1154 Mr. Meek stated thank you.

1155 Ms. Kassel stated so similar questions you know the responsibilities of the Board in  
1156 terms of the commitment of time and commitment of effort. I was wondering if you read  
1157 through this agenda fully? I know you have attended meetings in the past.

1158 Mr. Meek stated I drove 10 hours today to be here for this meeting.

1159 Ms. Kassel stated that is impressive.

1160 Mr. Meek stated so where I thought it was originally just going to be a Zoom call.

1161 Mr. Meek stated well I thought I was going to call in through Zoom.

1162 Ms. Kassel stated what percentage of meetings do you think would be able to attend in  
1163 person.

1164 Mr. Meek stated I think I would be able to attend unless there is a family emergency or  
1165 some unforeseen circumstance I will be here 100%.

1166 Ms. Kassel stated and then what kind of decisions might you make differently than  
1167 what you have seen, obviously beyond the RV lot.

1168 Mr. Meek stated what kind of decisions would I make differently from what I have  
1169 already seen: well, I would probably look into examining, as I said before I am a kind  
1170 of an outside the box thinker, I would take a step back look at it from a larger perspective  
1171 down to a very small perspective and see what type of solutions we have what kind of  
1172 people do we know that can help make that decision or have made you know have similar  
1173 experience with that and just be a sounding board off of those people to help come to a  
1174 successful conclusion. Some things I think may have been, have may have happened too  
1175 fast and maybe and I know that you cannot get a whole lot of community involvement as  
1176 far as like for instance the RV lot. I think we, first thing I heard about it was back in  
1177 September – October time frame, and then I went back and further and further and like  
1178 April of last year I read some of the minutes through there and it came up back then. But it  
1179 seemed like everything from October-November it just happened really quick and if we  
1180 could have maybe planned for it a little bit better and some of us might still be able to use  
1181 that amenity. And as I have suggested to you maybe ask for a delay of closure from the  
1182 County. I have spoken to the County, you have to, and making sure it does not happen all  
1183 at one time or have some sort of improvement plan in place because they are open to that.  
1184 But all of a sudden it just you know March 31<sup>st</sup>, well and I thank you for extending that  
1185 deadline, but you know March 31st is the absolute drop-dead deadline and the County is  
1186 willing to delay that if we can just show some sort of effort to improving that. And I think  
1187 that in itself would attract a lot more residents to use that amenity and you know we can  
1188 raise funds together to improve it over X, Y, and Z years. That is what I would have done  
1189 differently.

1190 Ms. Kassel stated I am going to steal one of your questions, sorry. Have you ever served  
1191 on any government board or government experience.

1192 Mr. Meek stated government experience, I work with various state and local  
1193 departments of transportation. I know how the process and procedure is. I know about  
1194 the cone of silence, we cannot discuss certain things with them, advertisements, I know  
1195 about RFP's. I have written, putting together you know budgets for RFPs, as well as letter  
1196 of interest and pick through all of these LOIs and decided who the best candidate is. I  
1197 am very familiar with operations at different state and local governments.

1198 Ms. Kassel stated ok, thank you. And then finally tell us about your experience with  
1199 financial dealings from a business perspective.

1200 Mr. Meek stated well I am a senior project manager and several different DOT  
1201 Districts, Florida's Turnpike Enterprise, District 5, District 3, all dealing with large  
1202 budgets, large inspection budgets, large pieces of rental equipment. I know that we have to  
1203 show receipts, and I know you have X amount of dollars, and you have to balance all of  
1204 those dollars against what was planned for and what is unplanned for and you always have  
1205 to have backup as well as doing the the average hourly rates with with your people and the  
1206 burden rates, and including all of that in the budgets. And I have always made it work and  
1207 I have never been below my or outside of my threshold, overbudgeted.

1208 Ms. Kassel stated thank you. Your turn.

1209 Ms. Kramer asked have you ever served on boards?

1210 Mr. Meek stated I have written papers for different TRB, Transportation Research  
1211 Boards. I have sat on a couple of defect, I guess Defect Boards, where if we go out and  
1212 find something wrong with the structure and the best case of action to fix it you know based  
1213 on various experiences at different levels. I have sat on review committees prioritizing  
1214 different types of repairs and feasible work orders, and I have peer advisory committees.

1215 Ms. Kramer asked are those long-standing Boards?

1216 Mr. Meek stated yes. Probably the longest board I have sat on is about 16 years and I  
1217 am still a current member, committee I am sorry it is a committee.

1218 Ms. Kramer they give them all different names. As I mentioned your predecessor was  
1219 spending well more than six to eight hours a month preparing for and reviewing and it just  
1220 became difficult with his family obligations and things. Will you be comfortable expending  
1221 probably closer to 16 hours a month on Board business.

1222 Mr. Meek stated not sitting on the board I am probably spending about 20 to 30 hours  
1223 a month discussing, reading through minutes, reading back through minutes going back all  
1224 the way to 2014-2013 to see where things started, and I am spending on.

1225 Ms. Kramer asked, and you will be able to do that on an ongoing basis?

1226 Mr. Meek stated yes, and when I have my assistant driving me to the next location or  
1227 whatever or if I am on a plane, it is not a problem.

1228 Ms. Kramer asked so you feel like you will be able to attend the bulk of the meetings?

1229 Mr. Meek stated yes, as long as I get these dates in my calendar I am fairly local most  
1230 of the time. I do not think that will be an issue.

1231 Ms. Kramer stated ok, yes I understand you do inspections and things throughout.

1232 Mr. Meek stated unless there is an emergency, yes. Yes, I do not travel as much as I  
1233 used to, so sorry guys.

1234 Ms. Kramer asked any trouble filling out and filing financial disclosure per laws of the  
1235 State of Florida?

1236 Ms. Kramer stated what do you want to accomplish by serving the Board.

1237 Mr. Meek stated I kind of want to accomplish having more of a vested interest in the  
1238 community. I have been here since the Green Neighborhood was only five houses, so back  
1239 2009-2010. And I have never had an active participation, and I love this neighborhood just  
1240 like everyone else sitting behind me and everyone else on Zoom. I kind of want to, I hear  
1241 things and I kind of want to, and I get out and I take a lot of photos all over the community  
1242 and people are like oh your Fred, the famous photographer. I am like, ok, I am hardly  
1243 famous. When I sit there and talk with people we talk about different things, and I if I can  
1244 just have that amount to bring back to the table and share so we can have a common effort  
1245 of improving things.

1246 Ms. Kramer stated Fred, thank you so much I appreciate that. Any other follow up  
1247 questions?

1248 Ms. Phillips stated well maybe I will just ask you directly because you are very involved  
1249 and I have a lot of respect for you in many ways, but can you work with us? Because I do  
1250 not, I read the letters that you sent to the County.

1251 Mr. Meek stated ok.

1252 Ms. Phillips stated and, they were not very complimentary, I will just say it that way.

1253 Mr. Meek stated I was sharing everything that from point A to point Z, and everything  
1254 in between. I know there was a CDD meeting a couple of couple months ago where Ms.  
1255 Kassel actually offered to take the steering wheel and reach out to the County, and I was  
1256 providing all the information to every one of you. Your response was, I find your approach  
1257 very offensive.

1258 Ms. Phillips stated I believe what I found offensive is when you wrote. Well, I am not  
1259 going to get into that now, but perhaps we had a misunderstanding because I am trying

1260 very hard to get past this. But we had all the information that Ms. Kassel got. We had that  
1261 when we when we voted to close the lot. We had that.

1262 Mr. Meek stated ok.

1263 Ms. Phillips stated she just reclarified to make sure that we had not missed something.

1264 So, and that is where I have this concern is because I am still not sure you believe us.

1265 Mr. Meek stated I have already left that behind me.

1266 Ms. Phillips stated ok, well then you can work with us then?

1267 Mr. Meek stated yes, I will work within reason yes.

1268 Ms. Phillips stated because we are all honest people, and we are doing our best.

1269 Mr. Meek stated yes, within reason, and then we will work together to somehow meet  
1270 in the middle. I do not always have to agree with everyone's opinion, because I have my  
1271 own opinion too.

1272 Ms. Phillips stated we do not always agree either but ok. Well thank you, and I  
1273 appreciate it.

1274 Ms. Kramer stated thank you so much.

1275 Mr. Meek stated thank you guys.

1276 Ms. Kramer stated the next candidate Jacqueline Meek is on Zoom. Hello Jacqueline.

1277 Ms. Meek stated hello, this is Jacqueline Meek, 6848 Sundrop Street.

1278 Ms. Kramer stated welcome, and we will go through the same order. Supervisor Leet  
1279 will start the questions.

1280 Mr. Leet stated thank you for applying, Hanna says hi. The same question: so, from a  
1281 teaching background, from your professional capacities, is there something that you have  
1282 seen, either decision that the Board has made or have conducted ourselves or something,  
1283 that from your professional point of view could have been done differently?

1284 Ms. Meek stated recently what is going on with the alley paving is a concern that I see.  
1285 I really feel like sometimes some projects are executed before they should be because lack  
1286 of planning. It seemed as though there were lots of bits and pieces that were not maybe  
1287 thought about, mentioned, or planned on. I do have an education background. I have been  
1288 teaching for over 20 years. I was a lifeguard before that, so I taught swim lessons at the age  
1289 of 15, and, as an educator, I know that you have to think about all of the possibilities, all  
1290 the options, and all the what ifs, and make sure that you dot all of your Is and cross all of

1291 your Ts. And with the paving project, it seemed as though a few of those steps or ideas  
1292 were possibly missing or left out. That was just the impression that I got.

1293 Mr. Leet stated ok, very fair. And your favorite amenity?

1294 Ms. Meek stated My favorite amenity? Well, we have been here since 2010, so the splash  
1295 pad and the pool was a vital part of getting my kids to nap when it was nap time and we  
1296 loved being outside. Just the green space, I love. Every time I am out in the green space I  
1297 am just reminded of how much I love Harmony and what makes it so unique, and I cherish  
1298 that as a resident.

1299 Mr. Leet stated excellent, thank you.

1300 Ms. Phillips stated hold on Mrs. Meek, I wanted to ask, could you be more specific  
1301 about what Is and Ts we did not dot and cross on the paving?

1302 Ms. Meek stated there were a couple of residents who, I guess, have connections with  
1303 waste management and said that it was not scheduled as well as it looks like there was a  
1304 lot of uncertainty about the Postal Service and where things were going to be delivered and  
1305 if cars could be around the trash cans. My issue is that the community puts a lot of trust in  
1306 the CDD and the HOA to make decisions on their behalf, and they are going to trust that  
1307 the money that is being spent is spent in a responsible manner, and that when a plan is  
1308 going to be executed it almost needs to be like a wedding planner type situation, where you  
1309 are planning every positive situation, negative something that could happen. And then there  
1310 was something about a delay of some equipment, which then made me start to think if there  
1311 was going to be more cost because now the project has been delayed. So that is where I am  
1312 kind of coming from with that.

1313 Ms. Phillips stated so if I am hearing you correctly then if you were a Board member  
1314 you would be dealing with those type of issues?

1315 Ms. Meek stated if I knew that there was going to be paving of the alleyway, I feel like  
1316 there needs to be a lot more due diligence and a lot more steps that need to go on in the  
1317 process of planning a major project like that and it seems as though some of the steps were  
1318 either not thought of or they were skipped, that is my perspective as a community member.

1319 Ms. Phillips so you did not call any of us though and ask us what happened? Is that  
1320 correct?

1321 Mrs. Meek no I did not call anyone to let them know. I mean that is not my job, honestly  
1322 I know you guys all look at Facebook. I know Mr. Davis you are not on the resident's



1323 forum, however, the others are and I know that they are constantly reading it, so they saw  
1324 what the community members were posting. So, this is not a surprise to anyone, maybe  
1325 you, but no one else.

1326 Ms. Phillips asked so you formed your opinion though based on what you read on  
1327 Facebook?

1328 Ms. Meek stated no you are incorrect, and I am going to correct you because you are  
1329 twisting my words around. Mr. Leet asked me if there was anything that is going on in the  
1330 community that I would have done differently, I answered his question.

1331 Ms. Kramer stated you did, you answered it very well, Ms. Meek. Thank you very  
1332 much. Any other questions?

1333 Ms. Phillips stated no that sealed it for me.

1334 Ms. Kassel stated you have family, you are a schoolteacher, I just wanted to know how  
1335 you are going to manage the time commitment for the Board and what percentage of  
1336 meetings you would be able to attend in person.

1337 Ms. Meek stated so I have been spending a lot of time, probably starting back in  
1338 October when the storage lot started coming to light for me, and reading minutes and going  
1339 back watching YouTube videos, which Mr. Leet I know that I have been in touch with him  
1340 asking of when those were going to be uploaded, so I could go back and see them. I do  
1341 have a busy home life and my teaching job is extremely important to me, so basically what  
1342 I am saying is I am really good at time management and multitasking, and I do not see it  
1343 being a problem if I was on the Board and allowing that time. And if I am chosen for this  
1344 vacant seat, I will be in the meetings 100% of the time.

1345 Ms. Kassel stated thank you and then tell us about your experience managing financial  
1346 stuff from a business perspective.

1347 Ms. Meek stated well I am a schoolteacher, so I do not manage the finances, but I  
1348 definitely manage classroom management and students, so I do not have any financial  
1349 background.

1350 Ms. Kassel stated ok. I am trying to remember if there is anything else. No, I think that  
1351 is pretty much it and if there is something that I forgot, I will just go after you.

1352 Ms. Kramer stated have you ever served on any boards, Ms. Meek.

1353 Ms. Meek answered no I have not. I mean I have been on committees with my school  
1354 but not on the formal board.

1355 Ms. Kramer asked do you have governmental experience?

1356 Ms. Meek stated well I do work for the School District of Osceola County, that is a  
1357 government entity.

1358 Ms. Kramer asked City, County, towns?

1359 Ms. Meek stated no, I have not.

1360 Ms. Kramer asked, and will you have any problem complying with state requirements  
1361 to disclose your financial information?

1362 Ms. Meek stated no, I have no problems with that.

1363 Ms. Kramer asked and what do you want to accomplish by serving on the Board?

1364 Ms. Meek stated so community and the residents of this community is extremely  
1365 important to me. I have, I am going to say it again I have we have been here since 2010, I  
1366 am a resident, I am a teacher, I am a parent, I am very, very vested in everything that is  
1367 Harmony. So, I want to see Harmony be the best that it can be, not just now but ten years  
1368 from now and 20 years from now, because this is our home, this is our forever home. We  
1369 moved here with the intention that our kids would go to school and honestly the amenities,  
1370 the things that are important to many residents, I see that they are just diminishing going  
1371 away or there is lack of care and that is very concerning to me. And that is something that  
1372 I want to be a part of that solution. I am very similar to my husband, we are both out-of-  
1373 the-box thinkers, we synergize a lot, we bounce ideas off of one another, and so I feel like  
1374 even if we do not agree on everything, different perspectives are a good thing and you  
1375 might say something that I did not think of and vice versa and I feel the community would  
1376 be able to grow if there was a more diverse Board.

1377 Ms. Kramer stated ok thank you. Alright, will there be any follow up questions?

1378 Mr. Leet and Ms. Kassel stated no.

1379 Ms. Kramer stated ok. Thank you so much, Ms. Meek.

1380 Ms. Meek stated thank you, have a good evening.

1381 Ms. Kramer stated our next candidate is Mr. Kevin Shirley. Are you still with us?

1382 Mr. Shirley stated I am.

1383 Ms. Kramer stated wonderful.

1384 Mr. Shirley stated, and I want to apologize, in advance, I thought I had my resume  
1385 attached to the email I sent in but evidently it was not.

1386 Ms. Kramer stated I am sorry, I missed that.

1387 Ms. Kassel stated his resume was supposed to be attached, but it was not.

1388 Ms. Kramer stated oh, ok. All right well we will go with what we have got and maybe  
1389 you can fill us in as we move along.

1390 Mr. Leet stated just like 30, 60 second stuff. Quick background summary since your  
1391 resume did not get into the agenda package.

1392 Mr. Shirley stated sure, so I have been in federal sales for almost 20 years now. Prior  
1393 to that I was the Unix engineer for Hewlett Packard. Currently my role is that of a global  
1394 account manager for the RF sensing product line and epic solutions dealing primarily with  
1395 the Department of Defense and the intelligence communities.

1396 Mr. Leet asked and in that capacity, the same question I have asked the others, is there  
1397 something from your business background that you feel the Board could have come to a  
1398 better decision or oversaw it differently?

1399 Mr. Shirley stated absolutely, so primarily the bulk of our revenue comes in from DOD  
1400 and the IC, like I stated so intimate familiarity with the RFI, RFP, RFQ process. Also,  
1401 directly in charge of a \$3.5 million quota, \$80 million pipeline, as well as  
1402 managing IRAD, developmental costs for our product line, all directly applicable.

1403 Mr. Leet stated ok, and the favorite amenity?

1404 Mr. Shirley stated my kids would probably tell me this splash pad, but I think the just  
1405 the overall natural beauty of Harmony.

1406 Mr. Leet stated ok, thank you Mr. Shirley.

1407 Ms. Phillips hello Mr. Shirley. Thank you for putting yourself forward. It is wonderful  
1408 to find so many people who are willing to join the Board. It is a rewarding experience. I  
1409 am enjoying it very much, so I hope that for whoever is chosen. What would you do  
1410 differently than what we have done?

1411 Mr. Shirley stated I think a lot of it would revolve around timing. Ms. Meek brought  
1412 up the paving of the alleyways. If we were to hold off on the paving of the current project  
1413 until for something like when the county came in to pave the main roads, all that  
1414 heavy equipment there probably could have saved some money in that space. Managing  
1415 budget and spend, not raising residence rates on the CDD fees.

1416 Ms. Phillips stated and which items in the budget would you have cut, in order to have  
1417 done that?

1418 Mr. Shirley stated possibly look at reconstituting field services underneath the CDD,  
1419 instead of outsourcing, holding off on the paving, seeing if we can reach an agreement with  
1420 the State around the invasive weeds.

1421 Ms. Phillips stated ok. What are you hoping to accomplish by being on the Board?

1422 Mr. Shirley stated I would just like to bring my perspective into the various projects in  
1423 and around the CDD Board.

1424 Ms. Phillips stated ok, thank you very much. That is all I have.

1425 Ms. Kassel asked have you read through the 171 pages of this month's agenda Mr.  
1426 Shirley?

1427 Ms. Shirley stated I got about halfway through and then noticed my resume was not  
1428 attached.

1429 Ms. Kassel stated and knowing what we have discussed regarding the time commitment  
1430 on a monthly basis, how much time do you think you can commit to the CDD for the role?

1431 Mr. Shirley stated I do not think 12 hours or 12 to 16 hours would be a stretch at all for  
1432 me. To the question of in person attendance? I think I could probably hit about 75% of  
1433 those, as far as in person. Zoom should get me up to almost 100%. I do travel globally but  
1434 I do not travel anywhere that there is not an internet connection.

1435 Ms. Kassel stated ok, and then I know you said you are in federal sales, but what about  
1436 handling budgets both in terms of revenue and expenses?

1437 Mr. Shirley stated absolutely so I manage the marketing budget, travel budget, the  
1438 IRAD for my product line all those various roll up underneath me.

1439 Ms. Kramer asked Mr. Shirley, do you have any other governmental experience?

1440 Mr. Shirley stated besides selling to the government for the last 20 some years, I was  
1441 also veteran.

1442 Ms. Kramer stated any government work or anything?

1443 Mr. Shirley stated I worked for the government as well as I was in the US Army, but I  
1444 have not held elected office.

1445 Ms. Kramer stated have you ever served on any boards?

1446 Mr. Shirley stated I am currently serving on the Harmony HROA Board.

1447 Ms. Kramer asked and serving on that Board, what percentage of the meetings would  
1448 you say you have attended so far in your service?

1449 Mr. Shirley stated probably around the 75% mark again.

1450 Ms. Kramer stated your financial disclosure, would you have any problem disclosing  
1451 any of the information?

1452 Mr. Shirley stated not at all. I do a full financial forensics for my security clearance  
1453 with the DOD.

1454 Ms. Kramer stated wonderful. What do you want to accomplish by serving on the  
1455 Board? I am sorry I think that was one of my questions, but it was already answered.

1456 Ms. Phillips stated sorry.

1457 Ms. Kramer stated that is not a problem.

1458 Mr. Shirley stated someone stole your question Ms. Kramer.

1459 Ms. Kramer stated I know. I think that is all I have. Any follow up questions from  
1460 anyone? Thank you so much Mr. Shirley. All right, Mr. Skalyo.

1461 Mr. Leet stated we are going in agenda order, right?

1462 Ms. Kramer stated yes, we had two others.

1463 Ms. Kassel he is not in the agenda.

1464 Ms. Kramer stated he is not on the agenda. We had two additional.

1465 Mr. Skalyo stated Mr. Michael Skalyo and I am at 3338 Catbrier Trail.

1466 Ms. Kramer stated Mr. Leet would you like to start off?

1467 Mr. Leet stated yes. Thank you again thank you for applying and the cover letter and  
1468 all that. I went through that, followed all of it, quality background and all of that. Given  
1469 that simply, same question as everyone else: from your business background here, have  
1470 you seen anything that the CDD has done or decisions we have made that from your  
1471 professional background that could have been done better?

1472 Mr. Skalyo stated the only thing that I would say is probably improved upward,  
1473 outward communication. One communication methodology versus multi communication  
1474 methodologies maybe a better approach but until I am actually in it and living it there is  
1475 maybe no way to judge the current board other than being into it.

1476 Mr. Leet asked ok and what is your favorite amenity?

1477 Mr. Skalyo stated I like to the parks and green spaces.

1478 Mr. Leet stated that is it thank you.

1479 Mr. Skalyo stated young lady?

1480 Ms. Phillips stated oh, thank you. What prompted you to do this now as opposed to  
1481 previously?

1482 Mr. Skalyo stated I am running out of excuses for things in my life; it is time to really  
1483 lean into things and start being more of a steward to the community, steward to to the  
1484 environment and everything else, so I do not have excuses to lean on any longer. Life is  
1485 short and I embrace it. It is coming for us all.

1486 Ms. Phillips stated yes. And why do you want to be on the Board? Or did I ask you  
1487 that?

1488 Mr. Skalyo stated sort of, indirectly, but I think I answered it. It is about giving back at  
1489 this point. It is about being a steward back to the community. The community has been  
1490 great to us, it is time for me to give back to the community.

1491 Ms. Phillips asked have you followed the Board recently?

1492 Mr. Skalyo stated yes ma'am. I have followed the Board since we moved here in  
1493 November 2017. Started coming to meetings I have not been to every meeting, but I have  
1494 been to a number of them.

1495 Ms. Phillips stated well see I have heard your name before, and I cannot remember if  
1496 it is through something or spoke about something because I cannot quite place it.

1497 Ms. Phillips asked are you easy to get along with?

1498 Mr. Skalyo stated that is probably a trick question. I guess it depends on who you ask.  
1499 Based on the scientific study that was done for the University here recently, I do have a  
1500 high degree of agreeability. Good, bad, indifferent, that is just my trait.

1501 Ms. Phillips stated ok, thank you very much.

1502 Mr. Skalyo stated you are very welcome.

1503 Ms. Kassel stated in preparation for this, were you able to get through all 170 pages?

1504 Mr. Skalyo stated I was not. I will go ahead and own that. Unfortunately, I did not get  
1505 through all what 161-171 pages? Will I if selected? Yes. That will become part of my duties  
1506 and responsibilities and thus need to be fulfilled. Until this point it has not been something  
1507 that I needed to do. Just simple attendance was enough.

1508 Ms. Kassel stated so thank you. And for everybody, I ask this question just because I  
1509 think it is a gauge of interest right? How interested are you really in the CDD over time  
1510 versus right now. It kind of applies to the question that Ms. Phillips asked: what prompted  
1511 you now versus when there were open seats back in November, and I heard your answer  
1512 which is you have run out of excuses. I am not sure really understand that but, anyway.

1513 You heard the time commitment, tell us about that with your job, your family, and how  
1514 you manage that.

1515 Mr. Skalyo stated the boys are getting older now. The last one senior in high school so  
1516 he is getting ready for college. They are all pretty much set so it is a matter of now being  
1517 able to dial back and come back to a balance. And so, as part of that balance is being  
1518 involved in the community as a part of that.

1519 Ms. Kassel stated I think Mr. Leet asked the question of what you do differently, and  
1520 you mentioned something about communication and maybe one channel versus multiple  
1521 channels, so go ahead if you want to elaborate on that a little.

1522 Mr. Skalyo stated yes, it is probably hard enough to step in. In a number of the other  
1523 applicant's answers, unfortunately, there are some hot topics. So, you know, I think for me  
1524 here recently the communication one was on the alley paving. I found out about it with the  
1525 signs; surprise we are going to be paving. Oh wait, what about trash pickup? What about  
1526 mail pickup? It is just those sort of questions, and it was like ok cool I can pivot, I can work  
1527 with this and everything. I do not personally go on Facebook, so for me that is that is not a  
1528 great communication thing. I remember the days where you could stop by and pick up a  
1529 community flyer that gave you all the information, stick to your board, you are in the  
1530 laundry room doing laundry and you can take a look at it; oh, today is taco Tuesday, and  
1531 oh yeah by the way, there is a Board meeting. You get some nuggets that way, as opposed  
1532 to everything just being in a digital format. There is still some some touch and tactile that  
1533 I think is good so that is the multi-communication methodology that I was kind of referring  
1534 to.

1535 Ms. Kassel asked a little more on your business background in terms of numbers,  
1536 financials?

1537 Mr. Skalyo stated I am a senior program manager. I have got five class one railroads  
1538 with nine contracts total. It is managing the budgets, not only on execution, on time  
1539 delivery, first pass yield it is the same that a lot of the other candidates are in and doing,  
1540 very, very similar.

1541 Ms. Kassel asked and what percentage of meetings would you be able to attend in  
1542 person?

1543 Mr. Skalyo stated I think you would probably be in the high 90s. There probably be  
1544 maybe a rare occasion that I could not be here in person and on that off chance that is what  
1545 the digital would be for. Otherwise, I prefer being in person.

1546 Ms. Kassel stated thank you.

1547 Ms. Kramer asked your Board experience?

1548 Mr. Skalyo asked how you are asking the question is Board experience for this  
1549 particular like elected type seat?

1550 Ms. Kramer stated yes, however more a formal Board?

1551 Mr. Skalyo stated like the other candidates, I have got an engineering background, sat  
1552 on a number of configuration control boards. So, board experience yes. Elected board no.

1553 Ms. Kramer asked any governmental experience as far as working for the government,  
1554 being familiar with the governmental restrictions?

1555 Mr. Skalyo stated other than say the FRA, I guess just in industry type things  
1556 for Department of Energy, from my power days.

1557 Ms. Kramer asked so you are familiar with some of the intricacies that government  
1558 has?

1559 Mr. Skalyo stated correct, but not directly working for the government, no.

1560 Ms. Kramer asked financial disclosure?

1561 Mr. Skalyo stated not a problem.

1562 Ms. Kassel and I know Teresa well my interpretation of why Ms. Kramer is asking the  
1563 questions about serving on boards and working for, working within, a governmental role  
1564 is because as CDD, as a governmental entity empowered by particular Florida statutes  
1565 there are a lot of restrictions that we face. And there is not a lot of wiggle room in a lot of  
1566 those restrictions and so we are compelled to do things a certain way and for some people  
1567 who want to change the way we do things, unfortunately, we do not have a lot of wiggle  
1568 room. I do not know if that is one of the reasons that you were asking that question.

1569 Ms. Kramer stated right, it can be very restrictive. People are used to being able to meet  
1570 another individual or neighbor on the street, but if you run into the other Board members  
1571 you cannot have a chat about what is happening and what you might vote on and things  
1572 like that. It is very rigid and restrictive, so we just need to be sure.

1573 Mr. Skalyo stated same difference with church and state.



1574 Ms. Kramer stated right. That you understand those restrictions, and are willing to abide  
1575 by them.

1576 Mr. Skalyo stated yes ma'am.

1577 Ms. Kassel stated and even just in how we can operate as a Board, not just between  
1578 ourselves but the procedures that we have to follow, according to statute or as a government  
1579 body can feel like; oh darn, why do we have to do it that way? You know and in business  
1580 you can just things can be done fast right; you can make decisions and execute.

1581 It depends on the size of the organization. The bigger it is, the harder it is, so yes.

1582 Ms. Kassel stated even though we are a very small, little quasi-government entity, it  
1583 still takes forever to get things done because we only meet once a month and we cannot  
1584 talk in between so that is another frustration for people serving on the Board, I think. I  
1585 know it is for me.

1586 Ms. Kramer asked any other follow up question?

1587 Mr. Skalyo asked anything else you want? Awesome, thank you all.

1588 Ms. Wilczynski stated hi.

1589 Ms. Kramer stated how are you today?

1590 Ms. Wilczynski stated I am very tired. I woke up at 2:00 o'clock in the morning, so to  
1591 be here is a good commitment.

1592 Ms. Kramer stated well, we appreciate you attending and being willing to answer our  
1593 questions.

1594 Ms. Wilczynski stated anything you want to know, ask away.

1595 Ms. Kassel stated have her introduce herself.

1596 Ms. Kramer stated if you would give us your name and address.

1597 Ms. Wilczynski stated Violetta Wilczynski, 3115 Dark Sky Drive.

1598 Ms. Kramer stated wonderful.

1599 Mr. Leet stated thank you. So, the same question that someone else with your  
1600 professional background and diversity and we have a wonderful breadth of candidates  
1601 tonight, so thank everybody.

1602 Ms. Kassel stated diversity is huge tonight.

1603 Mr. Leet stated yes thank you. So, from your particular background is there something  
1604 that you have either seen or heard of the Board doing, or a decision made, or action taken,  
1605 that you would have done differently from your professional background?

1606 Ms. Wilczynski stated my professional background is as a trauma, marriage, and family  
1607 therapist. So, I will have three generations in one room and having to help them work  
1608 though three generations worth of, you put in your expletive. And at the same time  
1609 honoring each person's voice. So, I think that is something that has gone a little bit haywire  
1610 over the last set of years, and I am not saying Board wise, I am saying like within the  
1611 community. That we have definitely gone downhill with a lot more attacking and not really  
1612 respecting each other's point of views, or things along those lines. So, I really am more for  
1613 a, not a people pleaser, but get me your point of view and make sure you work to understand  
1614 what your point of view is before you go out and try to go attack someone because you do  
1615 not like what you are hearing, or you do not like what you are seeing. So, it is not  
1616 necessarily like just on the Board aspect of it, but it is how our community overall has been.  
1617 We might have gotten away from our amenities, but we have also gotten away from our  
1618 humanity, I feel in a lot of ways.

1619 Mr. Leet stated thank you and the very same question what is your favorite amenity?

1620 Ms. Wilczynski stated my amenity is the fact that we are here. I feel like I am in a 1950s  
1621 dream. My kids can go out ride their bikes, I do not have to worry about them. I am not  
1622 concerned about the fact that there is going to be that white van that is going to go after my  
1623 kid. They can go fishing, we can go do a boat, but we can do just about anything we want.  
1624 I train dogs and during the day I can go to a dog park and go to any dog park, and it will  
1625 not necessarily be a dog there so I can do the large amount of dog training I want. And if  
1626 there are dogs there, I walk away and I will find another location. But when we want to  
1627 play, we can play with dogs, and the kids can play with the other dogs, and things along  
1628 those lines. I just like how it is set up, so that way it is family oriented, hence my house is  
1629 a three-generation home. So, you have got all three of us under one roof enjoying the  
1630 community. Like my mother-in-law they are times where she can walk to church. There  
1631 are times where I walk to my church, and we have actually got two churches in one  
1632 community, that is beautiful to me. I think that allows us to have our diversity and to  
1633 actually be our individualities.

1634 Mr. Leet stated thank you.

1635 Ms. Phillips asked is there something that you would have done differently that you are  
1636 aware of that this Board has done.

1637 Ms. Wilzynski stated I am going to agree a little bit with the communication concept  
1638 but I think like our hardest part is that we do have such a large community now, we do not  
1639 have a small community. It is not like when it was first made so to communicate by putting  
1640 something up on a bulletin board in town square or having the visitation building open and  
1641 you could go in and just talk to someone, you could get that information we have to find  
1642 ways of where people who are not on social media, people who do not necessarily get mail  
1643 or do not want mail, people do not read e-mail, like getting that communication is very  
1644 difficult but getting the information out needs to come out somehow better. So, when Toho  
1645 is about to go ahead and clear all of our fire hydrants, we get that sign out there. maybe we  
1646 need to do something that is a little bit more blasting that says hey by the way can you  
1647 please double check whatever form of communication you get from us we have something  
1648 important coming up and just I am I am totally an out-of-the-box thinker as big as you can  
1649 get I am as big and then I go all the way to the fine little details. It is out there if we can get  
1650 the same sign that they use, why not. If we need to use a sign that is for like yard sales, and  
1651 we post it up on both entrances and literally say hey we have things coming up please read  
1652 your information from us whatever format you would like to get it at. That would be I think  
1653 a little bit of an easier way of making sure we are getting the communication and not all of  
1654 a sudden shocked that, oh there is trees being trimmed I cannot go down this road and I am  
1655 all of a sudden not able to go down this alley and things like that.

1656 Ms. Phillips asked do we not have signs ordered?

1657 Ms. Montagna asked for what?

1658 Ms. Phillips stated for near both entrances that are kind of going to serve that purpose,  
1659 for announcements.

1660 Ms. Kramer stated we talked about it, but the Board has not yet made a decision.

1661 Ms. Montagna stated right.

1662 Ms. Phillips stated oh, ok.

1663 Ms. Kramer stated yes, that is something we have been working towards.

1664 Ms. Phillips stated I think your resume addressed why you did not do it in November,  
1665 you had some family issues.

1666 Ms. Wilczynski stated unfortunately, my mother-in-law's sister took a major stroke, so  
1667 they had to go off and drive which meant that we were taking care of.

1668 Ms. Phillips stated I did not mean you had to explain.

1669 Ms. Wilzynski stated no big deal. We also have way more pets than humans in the  
1670 household that we needed to take care of, and I looked at the date that it was due, and I did  
1671 not know when they would be coming back.

1672 Ms. Phillips stated I asked everyone else that question, so I did not want to.

1673 Ms. Wilzynski stated exclude me, do not exclude me!

1674 Ms. Phillips stated I think that was it. Thank you very much and thanks for coming  
1675 forward.

1676 Ms. Wilzynski stated thank you.

1677 Ms. Kassel stated as I have asked everybody else, how many pages did you get through?

1678 Ms. Wilzynski stated I got through the entire bloody thing and then my printer died  
1679 because I tried to look over and print it up, because I did print it up, because I am also a  
1680 landscape, and I am going to use a very bad word, we will leave it as I am a landscape ho.  
1681 I love landscape, which means that when we have had Ian or the latest storms, I am the one  
1682 that is actually driving around and picking up people's fences, or picking up the chair that  
1683 was just left outside of their front yard because there was nobody there or things along  
1684 those lines just to get to safety. Our Town Square, all of those tables and umbrellas were  
1685 almost into the middle of the road. I ended up literally bringing them all the way back to  
1686 this to this far back as possible and going around doing stuff along those lines so yes I read  
1687 this but I am also a person of action when I see when something needs to get taken care of  
1688 and some of the stuff that we had to have taken care of just need to be taken care of and  
1689 not ask permission because you do not want an umbrella going through someone's window.

1690 Ms. Kassel asked and what about the time commitment? Tell us about that.

1691 Ms. Wilzynski stated you can count on me 100% of the time. I own my own business,  
1692 so I do what I want to do when I want to do it and for as many hours as I want to do it. I  
1693 am my own boss.

1694 Ms. Kassel stated, and I know sometimes when you are a boss you have a tyrant for a  
1695 boss.

1696 Ms. Wilzynski stated my boss seems to do pretty well on balancing back and forth  
1697 between my need of being at home. I have three teenagers so they are all go to Path. That  
1698 involves us getting up at an ungodly hour of the morning, so that is why usually I am up at  
1699 like 2:00 o'clock in the morning doing emails and things along those lines so by the time  
1700 they are up at 5:00 a.m., out of the house at 6:00 a.m. for a 7:10 a.m. start.

1701 Ms. Kassel asked what percentage of meetings do you think you would be able to  
1702 attend?

1703 Ms. Wilzynski stated oh you got me 100%. That is the main thing, yes.

1704 Ms. Kassel stated and tell us about your experience with financials.

1705 Ms. Wilzynski stated so actually in high school I took accounting and as if they had  
1706 done dual enrollment like they do now, I took accounting all the way through to the point  
1707 of where the teacher had to order books. It was me and one other girl, and we did it all the  
1708 way through we should have gotten our CPA's but they never actually did it that way back  
1709 then, as I age myself, so plus I run my own business so my money must be on dot and I am  
1710 in the process of trying to get a nonprofit which means there is no messing around with  
1711 money.

1712 Ms. Kassel stated ok. Thank you.

1713 Ms. Kramer asked have you ever served on any boards before?

1714 Ms. Wilzynski stated I have not served on boards but I have served on particular  
1715 committees that are with the FBI like human trafficking so it will work with your sheriff's  
1716 officers and your FBI and things along those lines. I am your Pulse therapist, so I am the  
1717 crazy person who went to the FBI and yelled at them because they were doing things wrong  
1718 and inappropriately.

1719 Ms. Kramer stated have you had any experience in public service or government  
1720 before?

1721 Ms. Wilzynski stated oh, you asked those questions backwards. I am actually the SAC  
1722 Secretary for my kid's school, and I have been for the last few years. I am the only parent  
1723 out of over 500 students that is actually walking around even even doing stuff for the  
1724 school because no one knows about it. It is PATHS, but these kids are such good kids that  
1725 no one knows anything about them, so I am literally out there getting teacher affirmation,  
1726 teacher appreciation, stuff and things along those lines and getting business partners for  
1727 them, working with Mr. Arnot so that we can get their skill sets going for our schools and  
1728 so we have better educational programs available for them. So, I have done that one and  
1729 know there is one more, but I do not remember what that one was, it was a few years ago.  
1730 Basically, yes.

1731 Ms. Kramer asked financial disclosure?

1732 Ms. Wilzynski stated you can have it, enjoy.

1733 Ms. Kramer asked what do you want to accomplish in serving?

1734 Ms. Wilzynski stated one, I do like the idea of, do not kill me, adding a little bit of an age  
1735 difference because you do have a level of maturity that is on that side of the table. I am not  
1736 as experienced in life so there is a learning curve before you guys can teach me stuff but  
1737 there is also stuff that I can also assist with. And I really do see we have a gap when it  
1738 comes to providing for our kids. We have baby babies, we have got toddlers, we have got  
1739 our elementary school kids, middle schoolish, sort of kind of, that is why they are still  
1740 painting the bridge every time you turn around, the tunnel I mean. And then we have our  
1741 high school kids that literally just walk around. You will see them all summer walk around.  
1742 If they are not into sports, they do not have something. So it is one of those things I would  
1743 like to figure out how we can get a little bit more for them, something they can be involved  
1744 in, and at the same time maybe also find out a little bit more family stuff like I know  
1745 Jennifer Harmony does a lot of stuff for families but doing something on a more regular  
1746 basis that would allow for them, I am a family and marriage therapist, so get the families  
1747 more together. Especially at those special ages, I mean I have got a 14 and 15 and a 17-  
1748 year-old.

1749 Ms. Kramer stated thank you very much, any follow-up questions?

1750 Mr. Leet stated thank you very much.

1751 Ms. Phillips stated I have just a light-hearted one. You mentioned the children, but  
1752 where is the stuff for senior citizens?

1753 Ms. Wilzynski stated the senior citizens are actually in my home, so you can come on  
1754 over and I will play canasta with you because I am a canasta. I also play spoons, but I do  
1755 not play it fairly, so I warn you now. I am very very competitive. We play games with my  
1756 in-laws like there is no tomorrow so yes we definitely.

1757 Ms. Phillips stated well you were talking about diversity, but you left out the old people.

1758 Ms. Wilzynski stated I am not trying to leave them out I just want to understand that  
1759 since we do have an active living area now that they are not actually is left out as we thought  
1760 before. We still do have a hole for our teens that are going towards high school and high  
1761 school or the ones that are dual enrolling and doing both college and high school at the  
1762 same time and that is a hard where they need something to be able to relax and decompress  
1763 their brains. Thank you.

1764 Ms. Kramer stated thank you very much, and those are seven applicants for the position.  
1765 So, I do not know if you want some discussion before the Board or anybody feels strongly  
1766 enough to put a particular candidate forward or how you all want to handle it.

1767 Mr. Leet stated everyone has given all their background and everything. I do not think  
1768 we have any follow up questions for anyone specifically. A question for Mr. Eckert, would  
1769 it make sense, and procedurally is it okay, if maybe it would be appropriate for the Board  
1770 to maybe do like a ranked voting kind of thing? Like if we put.

1771 Ms. Montagna stated I do not think that, talk amongst yourselves or however you would  
1772 like to do it is entirely.

1773 Ms. Kramer stated it is a little after eight and I need to take a quick break, so if you all  
1774 want to talk, I will be right back.

1775 Ms. Phillips asked did you say make a motion?

1776 Mr. Eckert stated what I usually see is each person would say hey these are the two that  
1777 stuck out to me for this particular position, and everybody would understand, you should  
1778 not get hurt feelings, I mean there is just one out of seven that is going to be selected and  
1779 there is going to be opportunities that come up in the future. But each Board member would  
1780 say ok well these are the two that I think are the the best fit for me and you can say why  
1781 and then move on down and you may find out that you have a general consensus by going  
1782 through that kind of a process, and then there be a motion and a vote. But I think a little bit  
1783 of discussion among the Board members prior to just throwing one name out there, I think  
1784 would be a good idea.

1785 Ms. Montagna stated I just would not get into ranking.

1786 Mr. Leet stated well I would just like to again thank everyone that participated. The  
1787 Supervisor of Elections is where you look if you are not chosen tonight and still have this  
1788 same desire to contribute. I would hope that most of all of you consider that in the future  
1789 because the the engagement is really, really affirming. It is really good to see that.

1790 Mr. Eckert stated we can wait for her to come back.

1791 Ms. Phillips stated well I am no further ahead now that I was before I came to the  
1792 meeting. I really think you are all phenomenal and even you Mr. Meek. I do not have  
1793 anything, I know you would be a very valuable asset to this Board, and so I hope that my  
1794 comments I think we could come to an agreement and I think we had a misunderstanding

1795 before from your answer. So anyhow, so yes I am afraid I am not going to be a very good  
1796 CDD Board member tonight because I do not want to let anybody go.

1797 Ms. Kassel stated so, I will just say, and I do not know how much value this whole  
1798 thing, but just to offer to everybody who is a candidate that how I am going to make my  
1799 decision, right? So my decision is based on several factors not just on the questions I asked,  
1800 it is on the information that was provided by each person when they applied as well as what  
1801 their background is, how they have handled other people, other business situations, how  
1802 they conducted themselves during the interview and just a sense of how well we might be  
1803 able to work together to affect positive changes in the community. So, I am just putting  
1804 that out there that these are the criteria that I am using in my decision.

1805 Ms. Kramer stated my apologies for stepping away.

1806 Mr. Leet any other discussion like along those lines? I will take my top three.

1807 Ms. Kramer stated I am sorry.

1808 Mr. Leet stated I am not sure if there is any other discussion along the lines of what  
1809 Ms. Kassel had I can go ahead and give my three, I guess.

1810 Ms. Kramer stated go ahead.

1811 Mr. Leet stated ok my top three would be Chokanis, Skalyo and Wilzynski.

1812 Ms. Montagna asked can we do first names?

1813 Mr. Leet stated Lucas, Michael, and Violetta.

1814 Ms. Kramer asked oh, are we doing top three?

1815 Mr. Eckert stated top two, top three, the reason why we do this is once you have heard  
1816 that then you can focus on, ok well why did you have this person and you all can have a  
1817 discussion. You may realize that you have a consensus, and you did not know it unless  
1818 you discuss it.

1819 Mr. Leet stated If we all give our top two or three and there is only one that is in  
1820 common then that is that is the decision, basically.

1821 Ms. Phillips stated all right, Ms. Phillips do you have any, or do you want me to go? I  
1822 will go. Again, Mr. Chokanis, Mr. Davis, and then Mr. Skalyo.

1823 Ms. Kassel stated I have the same three,. Mr. Skalyo, Mr. Davis, Mr. Chokanis.

1824 Ms. Kramer asked Ms. Phillips, do you have a preference?

1825 Ms. Phillips that was Mr. Chokanis, Mr. Skalyo, Mr. Davis and his was Mr. Chokanis,  
1826 Mr. Skalyo and Ms. Wilzynski?



1827 Ms. Kassel stated so Ms. Kramer and I shared closely, figuratively speaking.  
1828 Ms. Phillips stated well when I looked at it at home before I came I actually had Mr.  
1829 Chokanis on my radar to listen very carefully to what he said and Mr. Skalyo and Mr. Davis  
1830 and the Meeks and.  
1831 Ms. Kramer asked can I put a motion forward?  
1832 Ms. Phillips stated yes you may because I am hopeless.  
1833 Ms. Kramer stated I would make motion that we appoint Mr. Chokanis to the Board.  
1834 Do I have a second?  
1835 Mr. Leet stated with tremendous thanks to all that, yes, but with everything out there, I  
1836 will second.  
1837 Ms. Phillips asked are you doing that because I said I was? Oh, ok.  
1838 Mr. Leet stated it is a motion we can keep discussing.  
1839 Ms. Phillips stated yes, well because you had Mr. Chokanis and Mr. Skalyo, you all  
1840 had Mr. Chokanis and Mr. Skalyo.  
1841 Ms. Kassel stated and Mr. Davis.  
1842 Ms. Kramer asked any further discussion? Hearing none, I call the question: all in  
1843 favor?  
1844 All Supervisors stated aye.  
1845 Ms. Kramer asked any opposition? Hearing none, motion passes unanimously.  
1846  
1847 Ms. Kramer made a MOTION to appoint Mr. Lucas  
1848 Chokanis to Seat 4 of the Harmony CDD Board of  
1849 Supervisors.  
1850 Mr. Leet seconded the motion.  
1851 Motion passed unanimously.  
1852  
1853 Ms. Kramer stated welcome to the Board. I do very much want to thank everybody who  
1854 was here and put their name in. Please there are sometimes that you notice Board seats  
1855 open up for totally unknown reasons, we never know when they are going to come up so  
1856 stay in touch with us. And, definitely, jump in on the election. It is a lot of work. I do want  
1857 to say one thing that the election process itself is less daunting. I think a lot of people do  
1858 not run because it is a formal election with a lot of strict laws and rules and things, but it is  
1859 not as daunting as it seems, the Supervisor of Elections office is really good to work with  
1860 and will guide you every step of the way so if you choose to go that route in pursuing the  
1861 seat on the Board we would like to have you.

1862 Ms. Phillips stated well that was a lot easier than what you guys went through tonight.

1863 Ms. Montagna stated hold on a second, I will read the oath for the record.

1864 Mr. Chokanis asked do I have to take the oath?

1865 Ms. Montagna stated yes, and I will have it notarized and everything for you, but I want  
1866 you to read this.

1867 Mr. Eckert stated you should probably stand, as well.

1868 Mr. Chokanis stated ok.

1869 Mr. Chokanis recited the Oath of Office and elected to receive compensation.

1870 Ms. Kramer stated welcome to the Board.

1871 Mr. Chokanis stated thank you.

1872 Ms. Montagna stated now Mr. Eckert needs to give his speech.

1873 Mr. Eckert stated so you are now a public official just like a County Commissioner, a  
1874 City Council person, which means you are going to be subject to various laws. The first  
1875 one I want to talk to you about is called the Sunshine Law and that means that you cannot  
1876 talk to another Board member about matters that may come before the Board for action  
1877 outside of a publicly noticed meeting. So, if you see another Board member at the grocery  
1878 store, you can talk about sports, community events that have nothing to do with the CDD,  
1879 family, that is fine. You cannot talk to them about, hey, we really do not like the attorney  
1880 we have, we want to go ahead and get rid of him. You have got to wait to wait and do that  
1881 in the public meeting or landscaping issues things like that you just bring them up in the  
1882 public meeting and if you want to figure out how to bring that up without talking to the  
1883 Chair, talk to Ms. Montagna because what Ms. Montagna can do is she can go ahead and  
1884 put it on the agenda either as a Supervisor Request or an agenda item so you will get the  
1885 opportunity to be able to have that discussion. And the Chair will work with Ms. Montagna  
1886 on making sure that happens yeah. I mean, well and she cannot be a conduit of  
1887 communication either, under the Sunshine Law, but, and that applies to all forms of  
1888 communication so text messages, emails, phone calls, verbal conversations, competing  
1889 social media posts, which by the way social media is a terrible way to govern, that is my  
1890 opinion. I mean it is great for providing information about the government but trying to  
1891 shape policy has not worked yet. And so, the second issue is you are going to be subject to  
1892 public records law so you know I see you have a notepad if you are taking notes after you  
1893 have become a Supervisor those are all public records, you will need to maintain those.

1894 You should have a separate email account address is what I would recommend, and she  
1895 can work with you on that and so that way all your records are separate. If you should get  
1896 an email about CDD business to a personal email or to a work email, forward it to that e-  
1897 mail box so that the record is there. I also recommend, because of the public records law,  
1898 you really do not text about CDD business, just because it is really hard to maintain and to  
1899 produce those. Social media posts are also public records, once you make them, so if you  
1900 are going to make those you have got to make a record of what you said, you know like a  
1901 screenshot or something like that and be able to maintain that, so it is another reason I say  
1902 to stay away from that. The final set of laws are really the Code of Ethics that are applicable  
1903 to our official public officials in Florida. And the main thing there is if something is going  
1904 to come up for a vote or discussion where you may have a personal interest, a financial  
1905 interest, or any family member has a financial interest, you should reach out to me because  
1906 certain family members, you cannot vote on those issues but depending on how close a  
1907 relative they are, you can. Yes, you would reach out to me and I would tell you hey this is  
1908 OK this is not OK. One of the things that is nice about Florida is if there is an appearance  
1909 of a conflict and you do not want to vote on it because you do not want to give the  
1910 appearance even though it is legally perhaps allowed, you can declare a conflict because  
1911 nobody ever gets punished for over declaring a conflict and not participating in the vote .  
1912 So, but other than that, I will give you my card, we will send you a New Supervisor  
1913 Notebook which has a whole bunch of information about the District, Ms. Montagna's  
1914 office will. But I would say Ms. Montagna will be your clearinghouse for questions and if  
1915 it is purely legal, you can reach out to me but otherwise start with Angel and then she will  
1916 bring me into the loop in the event that is something I should be able to help with. Ok?  
1917 Welcome.

1918 Mr. Chokanis stated thank you.

1919 Ms. Kramer stated alright, and we hope you read the stuff we are going to go over next.  
1920 We are going to look to you. And we are quite late in the evening, so I do not know if the  
1921 Board wants to go through the entire agenda or if we want to hit on some high points.

1922 Ms. Kassel stated maybe we can table the fence proposals for now?

1923 Ms. Montagna asked can I ask one question, Chairman?

1924 Ms. Kramer stated yes.

1925

1926

1927 **FIFTH ORDER OF BUSINESS** **Staff Reports**

1928 Ms. Montagna stated if you could bring that, the only thing I need from the you, and  
1929 you can table everything else, I do not care, but if you could just bring up this.

1930 Ms. Kramer stated the Symbiont?

1931 Ms. Montagna stated so, what happened is at the last meeting, you approved one.  
1932 Symbiont did not send us a proposal for a second pool heater that needed to be repaired, as  
1933 well. They sent it after the fact, after our meeting so when we did the maintenance  
1934 agreement that you all also approved at the last meeting, she would not sign it so inquired  
1935 about it she said: well, it is because it is for two and we are not going to sign a maintenance  
1936 agreement for two when the other one needs to be repaired. So, it needs to be repaired and  
1937 this is the proposal and I apologize for not making it into the agenda, she just sent it to me.

1938 Ms. Kramer stated so this is what is considered a walk on the agenda. It was not posted  
1939 on the agenda and because of that we need to open up the public comment period and what  
1940 this is our pool heaters are aging rapidly, they need some major work done. We approved  
1941 some repairs, and, in fact, I understand it has already been done to one of the pool heaters,  
1942 which is a little over \$3000. The second pool heater, this proposal is for.

1943 Ms. Kassel stated \$4131.66.

1944 Ms. Kramer stated ok, and that will bring both of our pool heaters back up to a state of  
1945 repair. I do want to be sure that everybody understands that these are very old heaters and  
1946 information from the company is that we will be lucky to get a couple of years out of them.

1947 Ms. Montagna stated they need to be replaced and you are looking at \$60,000.

1948 Ms. Kassel stated if we were to replace them.

1949 Ms. Montagna continued today, if we were to do it today.

1950 Ms. Kramer stated so again at this time, I will open it up for public comment if anybody  
1951 has a comment on the pool heater situation, whether to go forward with this or not again,  
1952 we are halfway through the repair process. Do I see any public comment?

1953 Ms. Marilyn Ash Mower, 6852 Butterfly Drive asked are you saying that the pool at  
1954 the swim club has two heaters on it?

1955 Ms. Kramer stated yes.

1956 Ms. Ash Mower asked Oh, ok, because the other pool is not heated right?

1957 Ms. Kramer stated right. The other pool is not heated. These are two pool heaters that  
1958 work in conjunction with one another so if you replace one, you have to replace the other.  
1959 So that is the situation we are in.

1960 Ms. Ash-Mower stated ok, great, thanks for that.

1961 Mr. Chokanis asked as far as the new budget goes, when does the budget end for our  
1962 year?

1963 Ms. Montagna stated October 1 through September 30, that is our fiscal year. So, we  
1964 always start a new budget October 1. There are deadlines to get the budget approved, the  
1965 first deadline is for June 14<sup>th</sup> or 15<sup>th</sup>.

1966 Mr. Eckert stated at least June 15<sup>th</sup>.

1967 Mr. Chokanis stated so it is my opinion, summer is coming up maybe that one heater  
1968 might suffice for the time being. I do not know if that is an option or not but they are they  
1969 are very expensive right and I do not know what our budget is right now, I just got on but  
1970 we are getting to warmer time sometimes the pool is very hot it is it was like a bathtub.

1971 Ms. Montagna stated agreed, but your residents probably would not agree with you at  
1972 that very moment that you just stated that. The comments we get is if that pool is not 80  
1973 something degrees, we get inundated.

1974 Ms. Phillips stated and if we spend money to replace the heaters, we are going to get  
1975 inundated so welcome to the Board.

1976 Ms. Kassel stated here is something I should have asked everybody, how thick is your  
1977 skin?

1978 Ms. Kassel so we have already spent \$3000.00 something dollars, we are looking at  
1979 spending another \$4000.00, which is about what 12% or so of what it would cost to replace  
1980 the heaters which we probably are going to have to do in another couple of years. At a  
1981 current price of about \$60,000, and we have lots of projects we are trying to accomplish,  
1982 and we have limited reserves, so my sense is maybe we need to just bite the bullet on this  
1983 and get through the next couple of years while we are saving more reserves to be able to  
1984 replace the heaters. Replacing the heaters will be coming out of reserves, correct?

1985 Ms. Montagna stated yes. Definitely if you are going to approve this with exactly what  
1986 you just said, keep in mind that over the next cycle or so you need to start stashing that  
1987 money because they are going to have to be replaced. You really do not have an option.

1988 Ms. Kramer right if we decide to do the pool heater.

1989 Ms. Montagna stated correct.  
1990 Ms. Kramer stated, and I am sure I will get comments about that.  
1991 Ms. Montagna stated, yes you will.  
1992 Mr. Leet stated one year, there is one year warranty on this particular work being done.  
1993 My understanding that would be 60,000 to replace the the set of both heaters.  
1994 Ms. Montagna stated yes, \$30,000.00 just under \$30,000.00 for each one, but that is  
1995 today's pricing.  
1996 Mr. Leet stated yes. Based on that, I would move to approve the total \$4131.66 for the  
1997 repair of the second heater.  
1998 Ms. Montagna stated ok.  
1999 Ms. Kassel stated second.  
2000 Ms. Kramer stated I have a motion and a second to go ahead and pay the amount for  
2001 repair of the second heater. Do I have any further discussion? All in favor?  
2002 All Supervisors stated aye.  
2003 Ms. Kramer asked all opposed? Hearing none, motion passes unanimously.  
2004  
2005 Mr. Leet made a MOTION to approve the Symbiont  
2006 proposal to repair the second pool heater in the amount of  
2007 \$4131.66.  
2008 Ms. Kassel seconded the motion.  
2009 Motion passed unanimously.  
2010  
2011 Ms. Phillips stated I am just so wishy-washy tonight. Oh, if you would have suggested  
2012 we replace them now, I would have said yes and if you are saying this because both ways  
2013 have, they are right.  
2014 Ms. Phillips stated well I am at the age now that I just get new stuff because I am not  
2015 going to be around long enough to enjoy it if I wait.  
2016 Mr. Chokanis asked has this been repaired before?  
2017 Ms. Kramer I think second.  
2018 Ms. Montagna stated second proposal, the second repair.  
2019 Ms. Kramer stated the second major repair. The problem was that we did have a  
2020 maintenance agreement on them and, for whatever reason back a number of years stop they  
2021 dropped the maintenance agreement, so they were not properly maintained.  
2022 Ms. Kassel stated they are also 20 years old.

2023 Ms. Kramer stated they are aging. And that is one of the main things with the District  
2024 right now is that almost everything is 20 years old and so there is a lot of deferred  
2025 maintenance that we now need to address. That is where we are. Any other critical items?  
2026 I think the fence.

2027 **A. Field Manager Report**

2028 **i. Fence Proposals, A&C #7101, Ashley Fence, Lazrazy Fence**

2029 Ms. Kassel stated I move to table 5Ai, the fence proposals until the next meeting. I  
2030 would like to table it.

2031 Ms. Kramer stated that is ok.

2032 Ms. Phillips stated part of that though, can we find out if we are required to have a  
2033 fence.

2034 Ms. Kramer stated we will definitely look into that because that is going to be one of  
2035 the questions. For Mr. Chokanis' benefit I do not know she got to that section in the agenda,  
2036 but replacing our frontage fence, it looks like it is going to cost between anywhere from  
2037 \$120,000 to \$180,000. Yes that is that white fence.

2038 Ms. Kassel stated but that is to do it all at once.

2039 Ms. Kramer stated yes, so that will be something we need to figure out.

2040 Mr. Chokanis asked the same wooden fence or are we looking at?

2041 Ms. Kramer stated that it is all PVC.

2042 Ms. Kassel stated it is all recycled PVC.

2043 Ms. Kramer stated and again it is 20 years old, so the sun damage is crumbling it. So,  
2044 we either need to replace it or remove it and do something else. So that is something to  
2045 think about.

2046 Ms. Kramer asked from our field management folks, is there anything critical that needs  
2047 to be addressed for Field Management?

2048 Ms. Montagna stated I want to introduce Jeison Castillo. He has been out here for a few  
2049 weeks now. He will be moving into that, he actually already has moved into that field  
2050 manager position. I am sure you have seen him out in the community working, doing  
2051 things, so I just wanted to formally introduce him.

2052 Mr. Castillo stated hello, nice to meet you all.

2053 Ms. Kassel stated cool spelling of Jeison.

2054 Mr. Castillo stated thank you. You can thank my mom for that.

2055 Ms. Kramer stated it is wonderful to have you on board, and are there any questions.

2056 Ms. Kassel stated I just want to say you have heard of from residents, some of whom  
2057 were running, about some of their complaints about the condition of a number of the  
2058 amenities and you are going to be not only in charge of those amenities but  
2059 also liaison with landscaping. Which we have a new landscaper, and hopefully it does not  
2060 fall down within three months. You have got your work cut out for you.

2061 Ms. Kramer stated we look forward to having you on board. The only other thing that  
2062 the field manager, unless there is something critical Brett, or? I do want to give you an  
2063 update on moving because we do, again, have to move the field management out of the  
2064 same area as we do the RV lot. I did speak with Ms. Amy Templeton at the County. She  
2065 said that moving into Ashley Park.

2066 Ms. Kassel stated well it is the Ashley park swim club concessions area right?

2067 Ms. Kramer stated right. That concession area at Ashley park, at the pool, would be ok.  
2068 We would not have to do anything except for if we are making any shifts in walls or  
2069 anything we would have to get a building permit for internal changes, and she said that  
2070 would go through without any problem at all. When I talked to her about the possibility of  
2071 using that U-2 track on either end, she said what she would ask us to do is to do a rough  
2072 plan, it just does not have to be a formal or fancy, a rough drawing send it in there will not  
2073 be any charge or anything they can run it through to make sure that that would be okay  
2074 there. So, we can go ahead and pull something together to get her yea or nay on that.

2075 Ms. Kassel stated ok, and that will be brought to us at the next meeting?

2076 Ms. Kramer stated yes we will bring that back here.

2077 Mr. Perez asked just for verification Ms. Kramer, who is bringing that back? Is that  
2078 somebody's rough plan? Is that us? Is that David?

2079 Ms. Kramer stated the rough plan, I do not know. But I do not know, can you guys do  
2080 it or?

2081 Ms. Montagna stated the rough plan? Like how rough are we talking? If it super rough,  
2082 we can totally do it. But if it is.

2083 Ms. Kassel stated I think it is just they want an idea where a building is going to be on  
2084 a plot. Whether there is any fencing, the size of the building.

2085 Mr. Perez stated I can quasi draw it, but I want someone to review it.

2086 Ms. Kramer stated I have got computer tech. But you will need to give me dimensions  
2087 and what all it needs to be.



2088 Ms. Kassel stated, and this is for the storage area.

2089 Ms. Kramer stated let us not call it the storage area, it is the Community Maintenance  
2090 Facility. We need to use key words. And we just need to draft up basically what the parking  
2091 area, and so I will get with you on that, and we will work together.

2092 Ms. Montagna stated Ms. Kramer, Mr. Perez, and Mr. Castillo will work on that.

2093 Mr. Leet asked can we, since it came up earlier and I know you been in communication,  
2094 Mr. Perez, can you give us an update on the splashpad?

2095 Ms. Kassel stated oh yes, and the boat.

2096 Mr. Leet stated I mean, in the report I see that there are several like several maintenance  
2097 items that were brought up: seats are being ordered up, I see upholstery scheduled to be  
2098 done, maybe I missed it if there is anything specific for the splashpad and that there have  
2099 been recent developments with that so.

2100 Mr. Perez stated let me go on the boat first. So last year the boat concern was batteries,  
2101 which have since been replaced. The trolling motors that are on the boat have been there  
2102 since I know prior to Vincent being in his position, so the newer trolling motors are brought  
2103 on, the front mounted trolling motors are Minn Kota, they are a higher brand apparently.  
2104 The older motors were made by Valley, I believe, Vessel. I knew it began with a v, which  
2105 I have never even heard of. I think they were purchased off of Amazon at some sort of  
2106 cheaper price. I do support moving to a larger, more reputable, trolling motor just because  
2107 I have a boat myself. We are looking at some sort of battery inverter to help transfer power  
2108 from one to another and kind of balance it. I will tell you that I have been in constant  
2109 communication with the gentleman here tonight. He basically said that is useless, the power  
2110 inverter. My suggestion was I was going to talk to Ms. Montagna about this tomorrow; let  
2111 us just, we found them they are in stock they are rear mounted with transom mounted 80-  
2112 pound thrust trolling motors, they are hard to find. He did actually locate them. I would  
2113 recommend that we move forward with them.

2114 Ms. Montagna asked how many?

2115 Mr. Perez answered there are two, one for each.

2116 Ms. Kassel asked do we need any kind of purchasing protocol?

2117 Ms. Montagna stated if it goes above there, they need to get a bunch of quotes.

2118 Ms. Kramer stated no, they just have to get two.

2119 Mr. Perez stated we have to get two, but Bass Pro Shops does not carry them, at least  
2120 the Minn Kota transom mount. So, they are challenging. Even Amazon was like out of  
2121 stock, you know so.

2122 Mr. Leet asked but the pricing does that not meet the?

2123 Mr. Perez stated yes it does. So, even like we have looked, so that is why, I have since  
2124 shared it. I did share it with Ms. Kramer the quote and I gave some explanation and again  
2125 that was driven from the resident earlier.

2126 Ms. Kramer stated what we need to understand though is we have to be careful. These  
2127 eat batteries like crazy. And the problem is we give our residents instructions to not go past  
2128 half throttle and do not drain the battery more than halfway down. Unfortunately, those are  
2129 frequently not followed, so we really need a cutoff mechanism that cuts the battery off at  
2130 half charge. If you draw a battery all the way down constantly and charge it back up and it  
2131 destroys the battery. So that is what we need to find some way to control that discharge so  
2132 that, and maybe it is just really hammering that home, that your deposit is going to be  
2133 affected if you bring it back less than half charge or something. But I will leave it up to you  
2134 to find a way to manage those batteries because they are they are not an outrageous expense  
2135 they are \$120.00 bucks a piece.

2136 Mr. Perez stated we are going to more deep cycle marine batteries again. Some of the  
2137 older batteries that were purchased were just generic car batteries that you can still use, but  
2138 you want deep cycle. The guys are checking the batteries, it is more or less just sometimes  
2139 they come in and there is not a lot of trickle time. You do not get that trickle charge is what  
2140 you want but you have got to turn back around because they are rented back out. So, you  
2141 do not get that good charge on them sometimes that you need. In terms of the maintenance  
2142 of the boats; I will speak on this, and I explained it to the gentleman, as well. even prior  
2143 this stuff nobody is a boat mechanic so the thought too was if we get these trolling motors,  
2144 the ones that we have we are not going to just discard, you know, yes there is some issues  
2145 with them the one vessel that is not working that he was referencing is still under warranty  
2146 we are getting parts from the vendor they have to ship them in but we are going to hold on  
2147 to that once the repairs are made so that it can have an issue with one of these transom  
2148 mounts, it will not take it out of service necessarily. We will be able to switch the motor  
2149 out right and hold on to them. So, you know that is key. Yes the boats are down on  
2150 Tuesdays, but none of our guys are boat mechanics. Even pulling apart an electric trolling

2151 motor, so then we have to take it over to Toho and we have to, you know, I will be honest  
2152 repairing boats, just if you have ever owned one, it is a hole in the water that you throw  
2153 money at regardless if it is a gas motor or not. Toho is not going to be cheap, and we have  
2154 to take it to another marina, so sometimes that does delay the repair process, so having  
2155 those extra ones in place will help. Yes?

2156 Ms. Kassel stated about the Tuesday thing, that is a rest day for the lake. That is not a  
2157 maintenance day for the boats, just to clarify for anybody listening. It is not a maintenance  
2158 day for the boats, it is a rest day for the lake . So that the lake can environmentally be  
2159 healthier than if we are constantly out on it all the time.

2160 Mr. Perez stated the other quick suggestion. I know you, and I have talked about in the  
2161 past, I still think we should look at some form of awning cover overhang of the boats can  
2162 physically be stored underneath because I think this is the third or fourth time in a year we  
2163 have reupholstered seats.

2164 Ms. Kramer stated yes, we need some type of covers, either an awning or covers for  
2165 the seats that can be put on.

2166 Mr. Perez stated well I am just saying even putting the vessels underneath some sort of  
2167 overhang, because the sun is just beating them up. I mean it really is.

2168 Ms. Kassel stated the wind on the lake, I am guessing that something to cover the seats  
2169 on the boat instead of a structure that can easily get blown over in the wind when we have  
2170 our.

2171 Ms. Kramer stated we would have trouble getting the permits from the Army Corp of  
2172 Engineers.

2173 Mr. Perez stated we can get seat covers. He mentioned that the one holds water.

2174 Ms. Kassel stated I mean something to cover the seats, not a seat. Once it is recovered,  
2175 something to cover the seats when it is not used.

2176 Ms. Kramer stated and then the guys when they get it ready for somebody to go out,  
2177 they just pull them off. And maybe we can get a dock box out there that they can put them  
2178 in and then back on.

2179 Ms. Phillips stated they are going to get eaten up.

2180 Ms. Kassel stated yes, but they are not as expensive as reupholstered.

2181 Ms. Phillips stated I will say, the one boat, the smallest pontoon boat.

2182 Mr. Perez stated that is the oldest one in the fleet too, if I am not mistaken.

2183 Ms. Phillips stated it is the one my grandson and I love to go on, because it is a sturdy  
2184 boat.

2185 Ms. Kramer stated, and we just need to do some maintenance on it. I think I mentioned  
2186 it.

2187 Ms. Phillips stated yes, but it does not look nice though, but I bring a beach towel to  
2188 sit on when I go on the boat.

2189 Mr. Perez stated yes, so that that covers the, I think it dots the Is and crosses the Ts on  
2190 the boat conversation. Obviously, we will get the mud daubers taken care of and make sure  
2191 trash and stuff like that is addressed. The splash pad. The update on the splash pad so VFD  
2192 vendor came out, which by the way he has not invoiced us for any of the work he is done,  
2193 he is actually done it kind of just.

2194 Ms. Kramer asked now this is the board that runs it?

2195 Mr. Perez stated yes. So, the way this splash pad works the splash pad has a VFD,  
2196 which is variable flow device, that tells the pump to increase pressure, increase RPMs  
2197 decrease RPMs, it is a computer. And that has a cycle, so the splash pad would cycle  
2198 through different things so that VFD is basically the computer telling the pump that we  
2199 just replaced what to do. Once we put that in we called the VFD guy to come back out,  
2200 program and get it going. He was like I cannot get it to ramp up more than 60 hertz on the  
2201 motor. So, his initial thought, working with the VFD's, was there has got to be some sort  
2202 of clog in the lines, the solenoid is bad, so and so forth. We reached out to eight vendors,  
2203 Jeison? Seven vendors? Seven or eight vendors to come out to get a deep clean. Most of  
2204 them are like, no we do not do that work or we are too busy. I know we reached out to a  
2205 vendor we used at Vista Lakes to come out, who works on fountains. They were like, listen,  
2206 we are slammed we cannot get out. Finally, we got Florida Aqua Group to come out, did  
2207 the deep cleaning I think it was \$300.00 or \$400.00 on it, not a massive expense but some  
2208 expense. He did it, started working with the VFD, again could not get it to ramp up. So,  
2209 finally we asked him for a recommendation, it is called Fountain Professionals LLC, they  
2210 are out of Sarasota. They are coming next Tuesday, correct, this coming Tuesday, sorry, to  
2211 work on it, we do not have a quote on it yet, but from what Jeison mentioned in speaking  
2212 with them is that it is not going to be very cheap. Because they have to get the programming  
2213 from the VFD and program the pump to run that cycle, so I do not have that cost yet, but  
2214 we have exhausted a ton of effort and time trying to get the VFD with the guy that does

2215 pumps and VFDs, I am thinking more along the irrigation side, because they use a lot of  
2216 VFD's to vary flow their 75 horsepower pumps. But next week, Tuesday, they should be  
2217 coming out, I just do not have a price yet. So, as soon as I find that out we will share it with  
2218 the Board, obviously I am not asking for approvals because you cannot do that in an email,  
2219 that is for your sake, but we will notify you once we get a price and Jeison will follow up  
2220 with them again tomorrow. So, we realize and recognize that this is a heavily used amenity.  
2221 Mr. Leet has been, every week for the last three weeks, four weeks, and we have been  
2222 communicating back and forth I have been giving him updates. It has been difficult getting  
2223 people to come out and work on it, to be honest.

2224 Mr. Leet stated in the interest of facilitating would it make sense, and would the Board  
2225 agree should we maybe do, even not having pricing, but maybe a not to exceed? Or do we  
2226 want to, in the interest of.

2227 Ms. Kassel stated we have no idea.

2228 Mr. Perez stated well we can follow the procurement policy. I think is is probably the  
2229 best way to do it, because once it gets over a certain threshold I think Ms. Kramer has an  
2230 authority to approve, so I do not, knock on if this is real wood, I do not anticipate it being  
2231 over Ms. Kramer's threshold.

2232 Mr. Leet stated ok.

2233 Mr. Perez stated I hope not.

2234 Ms. Kramer stated otherwise you may have to consider more than that.

2235 Mr. Leet stated and one more question, I know the gate was brought up. With the  
2236 equipment and all of that, what is the status on that?

2237 Mr. Perez stated so we did get separate pricing. We were able to find another Door  
2238 King dealer, they are called Controlled Access Systems, and their quote to replace that  
2239 same board was actually like half the price of TEM. So we went with that price, which is  
2240 a good thing. They drug their feet on getting out here. They were supposed to be here last  
2241 week Tuesday, did not show up. Then they came out last week, Friday, started doing work  
2242 then had to go fix something or something, I will let Jeison speak on that because I did not  
2243 understand it completely, but they started working on it last week, Friday. They had an  
2244 issue that some of the cards in the last two to three months with some of the work they did  
2245 probably have to get reprogrammed so Mr. Morrell and Mr. Castillo are now reaching out  
2246 to all the people that they have sent cards to the last couple weeks, or months, to get them

2247 to send their card numbers back in so we can get them back into the system and they should  
2248 be here tomorrow, Jeison? Tomorrow Controlled Access should be here to finish that.

2249 Mr. Leet asked so, the current state is that it is still being repaired but after tomorrow  
2250 we are thinking it will be working except for the last few months of cards that need to be  
2251 updated?

2252 Mr. Perez said that is the correct assumption. As soon as Jeison informs me I will make  
2253 sure you all are aware of it.

2254 Ms. Kramer stated I thought it was working now. I thought that is what I got in an  
2255 update.

2256 Mr. Perez stated well yeah, I mean that was what it was supposed to be.

2257 Ms. Kramer stated ok.

2258 Ms. Phillips asked am I correct in understanding that a person might be able to open  
2259 that gate, but they cannot get into the boats?

2260 Ms. Kramer stated right. You cannot get down to the boat house.

2261 Ms. Kramer stated they can get down to the kayaks, canoes, and sailboat but not the  
2262 motorized boats.

2263 Ms. Phillips stated if they are brave enough to walk through that and get a canoe, they  
2264 could get to the boats by water, but.

2265 Mr. Perez commented now you are releasing all the secrets, Ms. Phillips.

2266 Ms. Kassel stated but there are no oars. The oars are locked away.

2267 Ms. Phillips stated oh, well. I am not reaching in that water. But I think there are a lot  
2268 of people that think people are able to go to our boats because of the gate, and that is  
2269 not the case.

2270 Ms. Kramer stated yes, right.

2271 Ms. Phillips stated but a lot of people have never been back there so they just.

2272 Mr. Perez stated that is something else that we will talk about for capital expenditures,  
2273 down the road, the gate access.

2274 **A. District Engineer Report**

2275 Ms. Kramer stated District Engineer, anything critical and needs to be addressed?

2276 Mr. Hamstra stated no.

2277 Ms. Kramer stated we did go out and everybody looked at Billy's Trail and what we  
2278 need there is a culvert or two? Or one?

2279 Mr. Hamstra stated there are two culverts, one in the middle by the wetland

2280 conservation area and then one at the very end of the cul-de-sac. I went with Mr. Leet, Mr.  
2281 Dwyer, and then Ms. Kramer, beforehand, to make sure we had a clear understanding.  
2282 Separately, yes, I am not starting anything. Clear understanding, we are staying within the  
2283 CDD property not going into the conservation area, so we are all in agreement. The stake  
2284 that Mr. Leet or Mr. Dwyer said is the correct stake for the culvert in the middle, and we  
2285 went back and forth on our options by the cul-de-sac and think we are in agreement what  
2286 to do there.

2287 Ms. Kramer stated, and you mentioned you might have somebody that you are aware  
2288 of, a smaller firm, that could come out and do the culvert setting.

2289 Mr. Hamstra stated there is a company that we have used for their CDD's they used to  
2290 be called Sytes, now they renamed themselves, but they are perfect for this size/type  
2291 project.

2292 Ms. Kramer stated I do not know that we want to have our field people setting a culvert.  
2293 Because you know you have to have the proper slope and that can affect that conservation  
2294 area on both sides of the trail.

2295 Ms. Kassel stated so what is the next step? Do field services contact this person?

2296 Mr. Hamstra stated I have to do a one sheet special at the two locations like 11x 17  
2297 sketch. I will then give it to one or two companies to get a soft bid that I can bring back to  
2298 the Board and then you can authorize.

2299 Ms. Kassel stated so we should have that the next meeting.

2300 Mr. Hamstra I sure hope so, yes. Just like Mr. Perez and everyone else, we are getting  
2301 little to no response, just everybody is really busy.

2302 Mr. Hamstra stated now the other thing we are discussing while there is the update the  
2303 contractor provided which I thought was a very (unintelligible) it documented his  
2304 conversations with CCI.

2305 Ms. Kramer stated this is for the paving project and it really turned out weird because  
2306 here we came right up to it we expected a lot of information to go out for residents; letters  
2307 and signs, a week in advance and everything was to be coordinated. Came right up to it and  
2308 nothing was coordinated but in the same vein, the contractor was not ready either because  
2309 of some equipment issues. So, we have got another chance to do this right guys.

2310 Mr. Hamstra stated we have the map we did originally, which will be updated and that  
2311 is the color-coded map that Mr. Leet will put on the website that shows each of the five

2312 phases and different colors are for one allocation and then.

2313 Ms. Kramer stated we are doing the Orange one first, so behind Primrose Willow.

2314 Mr. Hamstra stated yes the same order, we will just shift it accordingly.

2315 Ms. Kassel stated but the bigger question is communication right because there was no  
2316 communication.

2317 Ms. Kramer asked who is going to coordinate? It is my understanding now that CCI is  
2318 coordinating with waste haulers and the mail.

2319 Ms. Hamstra stated they will personally reach out to Postal Service and to Waste  
2320 Management.

2321 Ms. Kramer stated ok, and so they will coordinate. Now, will they it says here, they  
2322 will even put door hangers on the doors. That will communicate that.

2323 Mr. Hamstra stated if needed. As you read this you will see that the road will not be  
2324 closed 24 hours a day for a month. They will do the work in the morning and when they  
2325 go home at the end of the day people can go back on the alley and park their car. they  
2326 cannot afford to have people go in and out every day because they got to stop, get out of  
2327 the way and that is just not going to work. You are going to get delay claims and so it was  
2328 understood that when you go to work in the morning, you can come back at night to go  
2329 home and go to sleep but we cannot have traffic in and out all day.

2330 Ms. Kramer stated do not come home for lunch.

2331 Mr. Hamstra yes, or just park on the street.

2332 Mr. Chokanis asked is this the same company that did Five Oaks?

2333 Mr. Hamstra stated no.

2334 Ms. Kassel stated no that was the County.

2335 Ms. Kramer stated we wanted to piggyback with them, but they had the companies  
2336 lined up, I mean, the projects lined up.

2337 Mr. Hamstra somebody asked why the County is not doing the work because it is CDD  
2338 property, and it is not a County right of way. And they will allow the garbage trucks, if it  
2339 is going to be Monday or Tuesday or Monday and Wednesdays, they will stop that day to  
2340 get the garbage truck in and out of there and then they will continue, so they are not going  
2341 to make people move trash to the front.

2342 Ms. Montagna stated it is Monday and Tuesdays.

2343 Mr. Hamstra stated Monday and Tuesdays. Whatever they are going to be told they



2344 will make the accommodation, because they usually get here, everybody is there, from the  
2345 start in the morning and when they leave they know they are done for the day they can  
2346 continue.

2347 Ms. Kassel stated so this talks about door hangers, but how are we, how else are we,  
2348 going to notify residents.

2349 Mr. Hamstra stated you are going to see what they call Maintenance of Traffic (MOT)  
2350 signage, area under construction. I mean that will be obviously a dead giveaway.

2351 Ms. Kassel asked but in advance? Well before the construction begins about the mail,  
2352 and about the trash, and about the recycling.

2353 Ms. Kramer stated to reassure our residents.

2354 Ms. Kassel stated this weekend was the first time ever in my 14 plus years of being a  
2355 Supervisor where I felt like, crap, I do not want to do this anymore. Because the  
2356 communication was clearly so poor, and residents were saying you know everybody was  
2357 saying what are we doing here? We did not hear anything about this, we do not know  
2358 anything about it, we do not know what to do. I did not have any answers. I had to call poor  
2359 Ms. Montagna and Mr. Perez at 5:00 o'clock on a Sunday afternoon, or 7:00 o'clock or  
2360 whatever time it was. I had people coming to my house.

2361 Ms. Kramer the frustrating thing was, that at the last meeting we specifically said we  
2362 want all the, and there is not that many residents in any one phase, but we wanted all the  
2363 residents informed and provided with the information at least a week in advance , so we  
2364 can get some signs up and everything.

2365 Ms. Kassel stated so my question is: how is that going to happen this time?

2366 Ms. Kramer stated yes, that is what we want to know. I am not saying, I thought it was  
2367 going to be our staff. I did not think you were going to do it. I did not think the company  
2368 was going to do it, but it all fell apart. And there were a lot of upset residents and we do  
2369 not want that to happen again, so again, if we know that CCI is going to do it, then that is  
2370 fine but what I would like to do is make sure that in addition to whatever CCI does that we  
2371 get the information they obtained on postal service, garbage and use of alleyways, too, so  
2372 you can put it in a letter.

2373 Ms. Montagna stated so David, CCI is going to provide us, what kind of looks like this,  
2374 a bullet point waste management, like you said. They are going to say they are going  
2375 to wait to start construction on Mondays and Tuesdays. Once they get all that ironed out

2376 we will send you that. I will put together something like this that can go to everyone.  
2377 Ms. Kramer stated perfect.  
2378 Mr. Leet stated and get it on the website too.  
2379 Ms. Montagna stated sure, that is on you.  
2380 Ms. Kassel stated, and I can post it to Facebook for those who read Facebook.  
2381 Mr. Chokanis asked your definition of morning and night; can we offer the times?  
2382 Mr. Hamstra stated they usually do from 7:00 a.m. to 5:00 p.m. and maybe they do four-  
2383 day weeks, I am not sure what their exact schedule but all that will be itemized.  
2384 Mr. Chokanis stated if we can offer a time and limits it would help a lot of the community.  
2385 Ms. Montagna stated it will be on the sheet.  
2386 Ms. Kramer stated so we are firm on how we get the word out.  
2387 Mr. Chokanis asked are we allowed to post on Facebook, like news like that?  
2388 Ms. Kassel stated so one of us can post something for the residents but if there is anything  
2389 that could possibly come before the Board for future decision on that issue, nobody else  
2390 can respond no other Board members.  
2391 Ms. Kramer stated and it is better that you do not put it on  
2392 Mr. Leet stated like he mentioned that is subject to record keeping so anything you do  
2393 you should be, whether it is just forwarding a screen shot to your district e-mail address or  
2394 something like that, anything that you say, in your capacity as a Board member, wherever  
2395 the forum, it is public record.  
2396 Ms. Montagna stated if more than one Board member is replying on a post, that creates  
2397 a Sunshine violation.  
2398 Ms. Kassel stated if it is an issue that is going to come before the Board for  
2399 consideration.  
2400 Ms. Montagna stated no.  
2401 Mr. Eckert stated that is correct. The Sunshine Law is you cannot talk another board  
2402 member about matters that may come before the board for action. I think that means  
2403 discussion, so if it is anything like that, you cannot do it. If it something that does not have  
2404 anything to do with CDDs, or something the CDD did ten years ago that is never going to  
2405 be revisited then technically it does not meet that criteria.  
2406 Mr. Leet stated like I can read what she wrote in a magazine or something, that is CDD,  
2407 but we are still not having a back-and-forth discussion.

2408 Mr. Eckert stated as far as you reading it, but once you reply or say I disagree with you.

2409 Mr. Leet stated to Ms. Kassel's point, it is, yes you can say hey I am on the Board and  
2410 here is what we did and here is what I think about something, but there cannot be any back  
2411 and forth with other Board members.

2412 Ms. Kramer and Ms. Montagna stated the preference is stay off social media. That is  
2413 the preference, even though it is difficult to do sometimes.

2414 Mr. Chokanis stated I was just thinking about how it would be easier to notify the  
2415 residents.

2416 Ms. Phillips stated that is what we have been talking about.

2417 Mr. Chokanis asked can we do email?

2418 Ms. Kramer stated if we had everybody's email.

2419 Ms. Kassel stated we do not.

2420 Mr. Chokanis stated that we could get everyone's emails.

2421 Ms. Montagna stated as a public entity, the HOAs are a little different. They have all  
2422 of your emails, you sign up for email blasts.

2423 Ms. Kassel stated yes, but they do not they only have probably sixty percent.

2424 Ms. Montagna stated yes, and Districts do not have that capability, we are subject to  
2425 public records laws so typically what we do is we post up on the website. You have a  
2426 District website that nobody really reads or goes on or maybe they do, so that is really our  
2427 main form of communication.

2428 Ms. Kramer stated the problem with giving us your email is that it becomes public  
2429 record and if scammers or whoever you want to request it, we have to hand it over to them.

2430 Mr. Hamstra stated I might suggest is just paying a bit of money and get it electronic  
2431 message board. Just put it around the neighborhood and it will say.

2432 Ms. Kramer stated each phase is such a limited area. Mr. Dwyer was able to go up and  
2433 down the street and tell everybody every update that came across.

2434 Ms. Kassel stated but we need something that you know.

2435 Ms. Phillips stated I think we could probably get an electronic sign.

2436 Ms. Kassel stated and not just for this. I am talking about, yes for this, but beyond that.

2437 Ms. Montagna we have signs put out, field already has them made. Signs at this  
2438 entrance of the alley that will be put out as soon as we have the schedule saying this date  
2439 it is going to start. As soon as I get all of the information from CCI detailed out, I will do

2440 a little bullet point of everything and we will have field staff go and put it in on everyone's  
2441 door or in their mailbox, one of the two. We will also post it online, Facebook, put it on  
2442 your personal Facebook, whatever you want to do but we will get out as much as we can.  
2443 We have asked the HOA, unfortunately, we are not getting any responses from Mark.

2444 Ms. Kassel stated if you just ask me, I will ask Mark. Typically, he will respond.

2445 Ms. Montagna stated well he will not respond to us.

2446 Mr. Leet stated, and I made a post on Friday, and it turned out they closed for Rodeo  
2447 Day.

2448 Ms. Montagna stated yes, but we have asked him things months prior, and he will not  
2449 work with us.

2450 Ms. Kassel stated moving on.

2451 Mr. Hamstra stated the last thing, and I am going to leave with my cookies. An  
2452 inspector, I cannot find a firm yet who is willing to commits for five months. If I do find  
2453 somebody between now and next meeting, and I get like an hourly not to exceed for  
2454 \$5000.00 to get somebody engaged if I find somebody instead of waiting and they  
2455 are going to already be under construction.

2456 Ms. Kramer stated we have the offers.

2457 Ms. Montagna stated project manager for this project.

2458 Mr. Hamstra stated this inspector. Hopefully, I will get somebody at \$78.00 or \$80.00  
2459 an hour. It will buy me several weeks, but I do not want to wait till March 30th of March  
2460 23rd and CCIs have been out there for two weeks, and nobody is watching them.

2461 Ms. Kramer stated yes, we will need somebody watching them.

2462 Ms. Phillips stated this is the thing where communication, and then maybe we cannot  
2463 do it, but for a one-time thing and we have all these engineers sitting here, they might know  
2464 someone, so we have had a way of getting this request out in the community, so it is  
2465 unfortunate that our hands are tied as much as they are.

2466 Ms. Kassel stated speaking about are about the limitations of having to work with the  
2467 restrictions of being a public entity.

2468 Ms. Kramer asked so do you want Board action on that not to exceed?

2469 Ms. Montagna no, it would be within our ability, so what I am going to put my meeting  
2470 summary is David.

2471 Mr. Hamstra stated just draw from our number for now, and then we will replenish

2472 when needed.

2473 Ms. Montagna stated yes, and David will continue to look for an inspector. Ms.  
2474 Montagna and Ms. Kramer have the authority to work with Mr. Hamstra to get that  
2475 approved.

2476 Mr. Hamstra stated thank you I will bring these back.

2477 **B. District Counsel Report**

2478 Ms. Kramer stated District Council we are going to table the in-depth discussion on the  
2479 legal fees.

2480 Mr. Eckert stated that is fine. There is a couple things I need to bring to the Board's  
2481 attention though so and we will table the discussion of the report on the public records until  
2482 the next meeting if that is ok too and the legislative update we will go ahead and table that  
2483 too.

2484 Two items one is I got all the easement releases back from Birchwood. They are  
2485 recorded, so that is really good. Just so you know, every, well not every deed, but a lot of  
2486 deeds that the District got from the developer said ok District you own the property, but it  
2487 reserved the right to use the property for basically whatever it wanted. So we did not really  
2488 get the property, we got title and liability, but we did not get use. So, I was able to track  
2489 down people who I have worked with a long, long time ago and through those relationships  
2490 were able to get those easements released, so the developer gave up their rights. The only  
2491 thing the developer would not do is say I am not going to tell you that I have not assigned  
2492 them somewhere in the past, I do not know if I have or not, and they were not going to  
2493 spend any money to go back and research their records. So, we got those easement releases  
2494 that is the first thing. The second thing is for some of those properties you really cannot  
2495 use, some of those properties you can use, and so I think what we need to do is work with  
2496 the Chair to identify any of those properties for which the easements have been released  
2497 that could be useful to the District in terms of any kind of vertical development at some  
2498 point in the future and order a title search for those properties. And I know that there is one  
2499 I know of, and that may be it. A title search is usually around you know \$150.00 to \$250.00  
2500 so I would like to go ahead and work with the Chair to get those title searches ordered so  
2501 we know if those have been assigned. I do not need a motion for that, I think I can just do  
2502 that. And then the other thing that is kind of important for me to bring to your attention is:  
2503 Jere Earlywine is an attorney who was my partner for many, many years and I do not know  
2504 if you know if you know that name or not, at Hopping Green and Sams, when Hopping

2505 Green and Sams wound down, he went out on his own with some other attorneys. He  
2506 represents Harmony West, and we hired Jere on the 7th. So, Mr. Earlywine now works for  
2507 us, which means.

2508 Ms. Kassel asked is that a conflict of interest?

2509 Mr. Eckert stated it is and that is why I am bringing it to your attention. And so, which  
2510 means that in you have an agreement, I have never read it, but you have an agreement with  
2511 Harmony West related to some certain things. So, what that means is that neither Jere nor  
2512 I would be able to provide our Boards with advice and counsel related to that agreement.  
2513 We could still serve as your Counsel if you wanted us to, but we could not provide advice  
2514 to either one because we are in the same firm on that same agreement. So, to the extent that  
2515 you had legal questions about that agreement, what your rights were or are, you would have  
2516 to talk to an independent attorney that does not have that conflict. I have never been asked  
2517 to look at that agreement, but I am sure at some point you will have questions on that.

2518 Ms. Kramer stated I was getting ready to ask for you to attend our meeting that is coming up.

2519 Ms. Kassel commented guess not.

2520 Mr. Eckert stated, and I needed to bring it to your attention and you all can handle it  
2521 however you want but it is the kind of conflict I would never ask the Board for a waiver  
2522 of. I would just distance myself and I would not give advice and then Jere would not give  
2523 advice on his side. And we have lots of Districts that we actually represent that have these  
2524 types of agreements, and that is how we handle it. A lot of times your bond counsel is the  
2525 one that you will call to say hey, can you have somebody in your office that can look at  
2526 this. So, I need to bring that to your attention but other than that the rest of the stuff I had  
2527 could wait.

2528 Ms. Kassel stated about the records from the previous.

2529 Mr. Eckert stated from Mr. Qualls.

2530 Ms. Kramer stated we will deal with that next time. It will be interesting.

2531 Mr. Eckert stated so we got a, you and I can talk offline.

2532 Ms. Kramer stated I think we got a data dump that we gave to them.

2533 **i. Attorney Charge Review**

2534 This item was tabled until the next meeting.

2535 **C. District Manager Report**

2536 Ms. Kramer stated District Manager's report.

2537 Ms. Montagna stated the only thing I have, and it is short and sweet, I am going to bring

2538 it up at your next meeting is your website. I know we have been talking and I know Mr.  
2539 Leet, he has a full plate, and he does a lot of stuff, so we did look into Campus Suite which  
2540 is a third party, and I think the biggest question was that they charge per page, and you  
2541 guys put a lot of stuff, well, they do not put that anymore. So, it is a flat fee it is like  
2542 \$1585.00 annually. And the other question was would you still have the same website.  
2543 What they would do is take all of your data and put it onto a more templated, clean, website  
2544 and then you still own it and all that but then they start putting in the data you put whatever  
2545 you want on it and there is no page count so you can put your whole agenda on it, you can  
2546 put notices, whatever you would like. Where before it was \$1.05 or \$1.09 page over 750  
2547 pages annually. They do not do that anymore; they have forgone that. So, something to  
2548 think about, a proposal for you to look at will be in your next agenda. Maybe to take some  
2549 of the stuff off of Mr. Leet.

2550 Ms. Kramer stated and then just one other item that we should discuss under your  
2551 business. We had some problems with events over the last month. What has happened is,  
2552 Harmony has a special exception with the County that if you hold an event in Harmony,  
2553 you do not have to get a special event permit from the County. You still have to abide by  
2554 all the safety procedures, you have to get a permit to close roads, you have to do all that  
2555 stuff, but you do not have to get special event permit. And word got out that everybody  
2556 thought you could close the roads without having a permit from the County, which is not  
2557 the case. We ended up, we are attracting events from people outside of Harmony that are  
2558 coming into Harmony to put on events.

2559 Ms. Kassel without applying to do so?

2560 Ms. Kramer stated without applying to do so. They were instructed that they did not  
2561 have to do this. So, at this point, we need to very clearly, fairly, and uniformly, apply our  
2562 event registration and reservation for use of any of our facilities so that we have that. In  
2563 addition, we need to make sure that the proper insurances are up to date. I think the HROA,  
2564 they dropped their blanket insurance and are going to do insurance by event so that is why  
2565 we need to get that information and apply it uniformly, because if we start giving somebody  
2566 special privileges not to request a reservation then that opens it up and it gets ugly. So, on  
2567 your next agenda we need to revise the form. I am going to look at it, revise it, and make  
2568 sure legal and everything that we need on it is there.

2569 Ms. Kassel stated remember trash will need to be on there.

2570 Ms. Montagna stated yes, and you know permits and all this stuff, a safety plan, all  
2571 those things need to be submitted with the form. Yes, and I will make sure that Counsel  
2572 has his eye on it to see if there is anything we are lacking, but it is having to be revised,  
2573 because it is actually getting out of control.

2574 Ms. Kramer stated yes, so I just wanted to bring that to your attention. Any other critical  
2575 business that needs to be addressed?

2576 Ms. Phillips asked can I just clarify on that? So, when someone wants to have an event,  
2577 let us say someone in the community decides to throw a great big bash at the square, we  
2578 do not make the approval, it goes through Inframark, right?

2579 Ms. Montagna stated only to a certain point. Only up to a certain amount of attendees,  
2580 then it has to come before the Board.

2581 Ms. Phillips stated so the Board does not even know someone is doing it?

2582 Mr. Leet stated well, if they want exclusive use of the pavilion or something like that.  
2583 There is a form.

2584 Ms. Kramer added or if they want a waiver of the fee like the church that wants to do  
2585 Easter Service.

2586 Ms. Kassel or the School District about the pool use

2587 Ms. Phillips right, but otherwise.

2588 Ms. Kramer stated otherwise, if it is just one of our families having a birthday bash at  
2589 the pool or the town square or something, they would just.

2590 Ms. Phillips stated they just go through Inframark, and we would not know about it  
2591 unless we were invited.

2592 Mr. Leet stated and not to drag this out, but again, the question being, if the event is  
2593 primarily taking place on the street or sidewalk, are we saying that we need to still be  
2594 involved in the approval process just for our protection. Sidewalks are ours, yes.

2595 Ms. Montagna stated you cannot close a road, you just cannot.

2596 Mr. Chokanis stated like the market, for example, that is a big whole approval process.  
2597 Does Jennifer lead that effort?

2598 Ms. Montagna stated she does but there is a disconnect. They think that they do not  
2599 have to close the road down and they do not have to get County permission, and they do.  
2600 And there is actually fine if you do not do it, because emergency vehicles still have to get  
2601 up and down the road.



2602 Ms. Kramer stated, and they have to know about the event.

2603 Ms. Montagna stated so you still have to go through the County process and it.

2604 Mr. Leet stated so what will be helpful is just whatever information we have backing  
2605 that up because yeah there is you know I heard this, or I sometimes relied on this.

2606 Mr. Chokanis asked it has been like this, right. This has not recently changed.

2607 Ms. Kramer stated no. It has been that people have not been following the law, is the  
2608 problem. Yes, it has always been that way and County ordinances, and nothing has changed  
2609 in the law, it is just when it was just Harmony doing the events, it was a lot looser. But  
2610 again, now that we are getting big outside firms coming in, we have to abide by the law for  
2611 it to be legal.

2612 Mr. Chokanis stated maybe that is part of the disconnect, we are starting to enforce it.

2613 Ms. Kassel stated there are people who are part of law enforcement that say we do not  
2614 need a permit, but they are not the County folks who issue the permits. They are saying no,  
2615 you do not need a permit, and that sounds like, because it is coming from someone who is  
2616 in law enforcement or married to someone in law enforcement, it sounds like it is official,  
2617 but it is not the full picture. And that is often the case. It is a sliver.

2618 Ms. Phillips stated because if they know ahead of time that a road is closed and an  
2619 emergency vehicle is coming, they change their route, correct?

2620 Ms. Kramer right.

2621 Ms. Kassel stated, or they require that the event have some provision to allow passage,  
2622 exactly.

2623 Ms. Kramer asked ok, anyone else have anything?

2624

2625 **SIXTH ORDER OF BUSINESS** **Consent Agenda**

2626 **A. Minutes for January 26, 2023, Regular Meeting**

2627 **B. January 2023 Financial Statements**

2628 **C. January 2023 #273 Invoices and Check Register**

2629 Ms. Kassel stated Consent Agenda. Move to approve with amendments.

2630 Mr. Leet seconded.

2631 Ms. Kramer stated I have a motion and a second. There are certain things we have to  
2632 approve at every meeting and that is our financials.

2633 Ms. Montagna stated minutes, financials, invoices, and check register, and it is under  
2634 the consent agenda, and they approve it all at once. That does not mean if you have  
2635 questions, concerns, or anything like that you cannot pull it out and voice it. And the

2636 minutes, for your information, have been amended. Counsel provided some amendments,  
2637 Ms. Kramer and Ms. Kassel provided some amendments, and those have been made and  
2638 those are finalized so with amendments to the minutes.

2639 Mr. Leet stated and also those go out a week in advance so you will have the time to  
2640 review.

2641 Ms. Phillips stated we received all of this in an email previously.

2642 Ms. Kassel stated, and it is on the website.

2643 Ms. Kramer stated I have a motion and a second. All in favor?

2644 All Supervisors stated aye.

2645 Ms. Kramer asked all opposed? Hearing none, motion passes unanimously.

2646

2647 Ms. Kassel made a MOTION to approve the consent  
2648 agenda, as amended.

2649 Mr. Leet seconded the motion.

2650 Motion passed unanimously.

2651

2652 Ms. Kramer asked anything else we need to do?

2653 Ms. Phillips stated I just have one quick question.

2654 Ms. Kramer or Supervisor's request.

2655 Ms. Kassel stated I do, but I am just going. Go ahead.

2656

2657 **SEVENTH ORDER OF BUSINESS** **Old Business**

2658 There being no old business, the next order of business followed.

2659

2660 **EIGHTH ORDER OF BUSINESS** **Supervisor's Requests**

2661 Ms. Phillips stated I just wanted to ask about the school thing. So, was I reading that  
2662 chart right, they are expecting we could end up with 1500 kids in that school?

2663 Ms. Kassel stated yes if we have portables.

2664 Ms. Phillips stated, and do we have the right to say no, or are they coming anyway, and  
2665 we just have to give permission for the portables?

2666 Mr. Eckert stated the CDD does not really have any say. It was just to distribute  
2667 information.

2668 Ms. Phillips asked so those kids are coming?

2669 Ms. Montagna stated they are just being a good partner by letting you know.

2670 Ms. Phillips asked oh so even the portables, we do not have.

2671 Mr. Leet stated they said the other option was just doing more of the coteaching.

2672 Ms. Phillips stated ok, I am not against it or anything, I wanted to make sure I  
2673 understood.

2674 Ms. Kramer stated the confusion the last time this happened people thought that the  
2675 CDD could prohibit it. But we have no ability to do that.

2676 Ms. Phillips stated so this morning I went to the airport to pick up a friend, and I  
2677 happened to leave my house, it is on the corner of Pond Pine Road and Cupseed Lane, and  
2678 like a dummy, I went right up Cupseed, and it took me 7 minutes to get through.

2679 Ms. Kramer stated yes I live right next to the school.

2680 Ms. Kassel stated yes and every time I go out the West entrance at 8:00 a.m. and 2:30  
2681 p.m.

2682 Ms. Phillips stated yes, I should have.

2683 Ms. Kassel stated yes for next agenda. So, I am just going to pass this out. We had an  
2684 offer of amaryllis bulbs we will discuss next time. Here is some information just as an FYI.  
2685 And the other thing is that in speaking with, we have had vandalism on the trails that  
2686 Harmony Florida Land owns and so I went to the developer to say do you want to assign  
2687 your authority to press charges to the HOA, or a resident, or whatever. He said well actually  
2688 I would like to give the land to the CDD. So, it is something.

2689 Ms. Phillips asked where is this?

2690 Ms. Kassel stated he did not specify what land in particular, but we were talking about  
2691 the Butterfly Trail area. So, I just said I would bring it up in the meeting tonight, and that  
2692 is as far as I went.

2693 Ms. Kramer stated ask him if he just tells us what parcel numbers because we need to  
2694 tread carefully because of the Old World Climbing Fern would be our responsibility if we  
2695 were to accept a donation.

2696 Mr. Leet stated and beyond that I think that area it is already within Harmony West's  
2697 boundary.

2698 Ms. Kramer stated but definitely inquire further with him and ask him if he can just  
2699 specify the parcels and we have to consider very carefully. I know the donation of land  
2700 looks attractive, but it comes with a price tag.

2701 Ms. Kassel stated I did not assume that we would want to do it, I just simply said that  
2702 he made the offer and that I would bring it to the Board for discussion, and we would  
2703 discuss it. And those are the only two things I had.

2704 Mr. Leet stated this beating a dead horse, I know the RV lot is scheduled to close and  
2705 is going to be closing the day after our next meeting. They are not really, just it was brought  
2706 up and I am communicating this. It was mentioned that well maybe there is a way we could  
2707 stretch out the process and be given leniency or something. I have reached out to the County  
2708 and to the Fire Marshall because it was never really mentioned that the Fire Marshall ever  
2709 said anything beyond we will grandfather in an old, approved road or a new road has to be  
2710 up to code. There was never any mention of what the current state is, which is a current but  
2711 not approved road. So, I asked for clarification on that and talking outside the box there is  
2712 an access easement that exists between Feathergrass and Meadowbrook, which I do not  
2713 think that is up to any. I asked my question to the County and the Fire Marshall if you know  
2714 there is this other example of an access easement.

2715 Ms. Kramer stated again, that is an access easement, and it is supposedly for use of  
2716 emergency vehicles.

2717 Mr. Leet stated right, so that was my question. I am saying I asked the question. Sure,  
2718 I understand, I just put the question up. I contacted the Fire Marshall over the weekend,  
2719 she did not get back to me. I called again yesterday. I am just saying that we have not given  
2720 up on it yet. We are trying all approaches.

2721 Ms. Montagna stated wait a minute, we did give up.

2722 Mr. Leet stated it is closing and that is not changing, yes.

2723 Ms. Kramer stated I understand, and I spent an extensive period of time because we  
2724 had to find out about moving the staff. And it is very clear that yes, it is not going to work.  
2725 And so, we are back because Ms. Montagna and I got it as the County, I think the quote  
2726 was, can you get them off our backs. They are less than amused by the continued  
2727 harrassment.

2728 I understand and do we have a date that we were given for getting out stuff out of there?  
2729 Or maybe a little more leniency

2730 Ms. Kramer stated as far as closing down the staff trailer and actually removing that,  
2731 asap. Maybe a little more leniency on the other but not on all.

2732 Mr. Leet stated ok, perfect.

2733 Ms. Kramer stated as long as we are moving forward with due diligence, and not  
2734 dragging it out.

2735 Mr. Leet stated there we go, all right, thank you.

2736

2737  
2738  
2739  
2740  
2741  
2742  
2743  
2744  
2745  
2746

**NINTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Ms. Kassel, seconded by Mr. Chokanis, with all in favor, the meeting was adjourned at 9:43 p.m.
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Secretary/Assistant Secretary

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Chair/Vice Chair

# **Subsection 4B**

## **Financials**

# MEMORANDUM

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

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Please find the attached February 2023 financial report. During your review, please keep in mind that the goal is for revenue to meet or exceed the annual budget and for expenditures to be at or below the annual budget. To assist with your review, an overview is provided below. Should you have any questions or require additional information, please contact me at [Samantha.Smith@Inframark.com](mailto:Samantha.Smith@Inframark.com).

## General Fund

- Total Revenue through February is approximately 84% of the annual budget. This is typical for this time of year.
  - Non Ad Valorem Assessment collections are currently at 83%.
- Total Expenditures through February are at 37% of the annual budget.
  - ▶ Administrative
    - P/R-Board of Supervisors - Includes payroll for meetings through February 2023.
    - ProfServ-Engineering - Pegasus Engineering services through December 2022.
    - ProfServ-Legal Services - Kutak Rock general counsel through January 2023.
    - ProfServ-Management Consulting - Contract with Inframark.
    - ProfServ-Recording Secretary - Inframark provides near verbatim minutes.
    - ProfServ-Special Assessment - Assessment roll services.
    - Postage and Freight - FedEx services, postage reimbursements to Inframark and survey mailing.
    - Insurance-General Liability - Egis Insurance Advisors provides auto, general liability, inland marine and property insurance.
    - Legal Advertising - Legal and public notices by Sun Publications.
    - Annual District Filing Fee - FY22-23 filing fee paid to the department of economic opportunity.
  - ▶ Field
    - ProfServ-Field Management - Contract with Inframark.
    - Trailer Rental - Includes monthly rental of 1 container and 1 office trailer.
  - ▶ Landscaping Services
    - Contracts-Irrigation - Contract with Servello and Sons through January 2023.
    - Contracts-Trees & Trimming - Contract with Servello and Sons through January 2023.
    - Contracts-Trash & Debris Removal - Contract with Servello and Sons through January 2023.
    - Contracts-Landscape - Contract with Servello and Sons through January 2023. Includes credit on November 2022 invoice. New vendor as of February 2023 is Benchmark Landscaping.
    - Contracts-Shrub/Ground Cover - Contract with Servello and Sons through January 2023.
    - R&M Irrigation - Includes various irrigation supplies and repairs by Servello and Sons through January 2023. New vendor as of February 2023 is Benchmark Landscaping.
    - R&M-Trees and Trimming - Includes tree trimming and replacement by Servello and Sons and Brightview Landscape Services.
  - ▶ Utilities
    - Electricity-General - Services provided by OUC.
    - Electricity-Streetlighting - Services provided by OUC.
    - Utility-Water & Sewer - Services provided by TOHO.
  - ▶ Operation & Maintenance
    - Utility-Refuse Removal - Services provided by Waste Connections of FL.
    - R&M-Pools - Includes control leases for Ashley Park and splash pad, permits, chemicals. Also includes pool pump by Spies Pool.
    - R&M-User Supported Facility - Includes jet clean line at dog park and poolhouse bathroom repairs by Tom Parrish Plumbing.
    - R&M-Parks & Facilities - Various supplies and repairs, including dog waste bags, field staff supplies, swing repair, bathroom exhaust fan deposit, patio umbrellas, gate, mower tires, electrical panel repairs, and signs.
    - R&M-Invasive Plant Maintenance - Includes wetland exotics treatment by Aquatic Weed Management and annual monitoring and reporting by Bowman and Blair Ecology.
    - Security Enhancements - Includes internet service and ancillary costs.
    - Op Supplies-Fuel, Oil - Includes fuel purchases.
    - Capital Outlay-Vehicles - Includes 2022 club car, purchased from Advantage Golf Cars.
  - ▶ Debt Service
    - Principal Expense - Principal portion of VC1 debt service assessment to be transferred from the general fund to the series 2015 debt service fund in April 2023.
    - Interest Expense - Interest portion of VC1 debt service assessment to be transferred from the general fund to the series 2015 debt service fund in April 2023.

## General Fund Reserves

- ▶ \$801,476 fund balance = \$1 Million fund balance transferred from General Fund in FY22, minus \$452,994 FY22 expenditures, plus \$300,000 fund balance transferred from General Fund in FY23, minus \$45,530 FY23 expenditures.
  - Reserve-Other - Includes storm drain repairs by Atlantic Pipe Services. Also includes road grading and stone by Gary's Grading Inc.

# **HARMONY**

Community Development District

*Financial Report*

*February 28, 2023*

**Prepared by**





## **Table of Contents**

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

## **SUPPORTING SCHEDULES**

Non-Ad Valorem Special Assessments .....	8
Cash and Investment Report .....	9

**HARMONY**  
Community Development District

**Financial Statements**

(Unaudited)

**February 28, 2023**

**Balance Sheet**  
February 28, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	GENERAL FUND RESERVES	SERIES 2014 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
<b>ASSETS</b>					
Cash - Checking Account	\$ 554,799	\$ -	\$ -	\$ -	\$ 554,799
Accounts Receivable	49	-	-	-	49
Due From Other Funds	-	825,126	-	-	825,126
Investments:					
Money Market Account	1,978,313	-	-	-	1,978,313
Prepayment Account	-	-	6,229	903,381	909,610
Reserve Fund	-	-	607,313	340,000	947,313
Revenue Fund	-	-	1,356,991	647,033	2,004,024
<b>TOTAL ASSETS</b>	<b>\$ 2,533,161</b>	<b>\$ 825,126</b>	<b>\$ 1,970,533</b>	<b>\$ 1,890,414</b>	<b>\$ 7,219,234</b>
<b>LIABILITIES</b>					
Accounts Payable	\$ 4,558	\$ 23,650	\$ -	\$ -	\$ 28,208
Accrued Expenses	138,074	-	-	-	138,074
Sales Tax Payable	106	-	-	-	106
Due To Other Funds	825,126	-	-	-	825,126
<b>TOTAL LIABILITIES</b>	<b>967,864</b>	<b>23,650</b>	<b>-</b>	<b>-</b>	<b>991,514</b>
<b>FUND BALANCES</b>					
<b>Restricted for:</b>					
Debt Service	-	-	1,970,533	1,890,414	3,860,947
<b>Assigned to:</b>					
Operating Reserves	467,801	-	-	-	467,801
<b>Unassigned:</b>	1,097,496	801,476	-	-	1,898,972
<b>TOTAL FUND BALANCES</b>	<b>\$ 1,565,297</b>	<b>\$ 801,476</b>	<b>\$ 1,970,533</b>	<b>\$ 1,890,414</b>	<b>\$ 6,227,720</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 2,533,161</b>	<b>\$ 825,126</b>	<b>\$ 1,970,533</b>	<b>\$ 1,890,414</b>	<b>\$ 7,219,234</b>

## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending February 28, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ 3,678	\$ 1,533	\$ 15,592	\$ 14,059
Interest - Tax Collector	-	-	2,034	2,034
Special Assmnts- Tax Collector	2,452,225	2,207,003	2,027,041	(179,962)
Special Assessments-Tax Collector-VC1	(28,737)	(25,863)	-	25,863
Special Assmnts- Discounts	(98,088)	(88,279)	(79,701)	8,578
Other Miscellaneous Revenues	-	-	2,798	2,798
Access Cards	1,200	500	450	(50)
Insurance Reimbursements	-	-	7,709	7,709
Facility Revenue	600	250	-	(250)
User Facility Revenue	15,000	6,250	1,443	(4,807)
Garden Lot	1,207	505	1,072	567
<b>TOTAL REVENUES</b>	<b>2,347,085</b>	<b>2,101,899</b>	<b>1,978,438</b>	<b>(123,461)</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
P/R-Board of Supervisors	14,000	5,835	4,200	1,635
FICA Taxes	1,071	445	321	124
ProfServ-Arbitrage Rebate	1,200	-	-	-
ProfServ-Dissemination Agent	1,500	1,500	1,500	-
ProfServ-Engineering	60,000	25,000	15,174	9,826
ProfServ-Legal Services	60,000	25,000	49,547	(24,547)
ProfServ-Mgmt Consulting	69,250	28,855	28,854	1
ProfServ-Property Appraiser	392	392	-	392
ProfServ-Recording Secretary	4,200	1,750	1,750	-
ProfServ-Special Assessment	8,822	8,822	8,822	-
ProfServ-Trustee Fees	10,160	-	-	-
Auditing Services	4,400	-	-	-
Postage and Freight	1,000	415	208	207
Rental - Meeting Room	3,000	1,250	-	1,250
Insurance - General Liability	28,000	28,000	18,732	9,268
Legal Advertising	1,000	415	418	(3)
Misc-Records Storage	1,500	625	60	565
Misc-Assessment Collection Cost	49,045	44,141	38,947	5,194
Annual District Filing Fee	175	175	175	-
<b>Total Administration</b>	<b>318,715</b>	<b>172,620</b>	<b>168,708</b>	<b>3,912</b>
<b>Field</b>				
ProfServ-Field Management	338,872	141,195	141,197	(2)
Trailer Rental	8,500	3,542	2,821	721
<b>Total Field</b>	<b>347,372</b>	<b>144,737</b>	<b>144,018</b>	<b>719</b>

## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending February 28, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>Landscape Services</u></b>				
Contracts-Mulch	146,608	61,087	-	61,087
Contracts-Irrigation	42,822	17,843	14,274	3,569
Contracts-Trees & Trimming	46,909	19,545	15,636	3,909
Contracts-Annuals	12,672	5,280	-	5,280
Contracts-Trash & Debris Removal	19,565	8,152	6,522	1,630
Contracts - Landscape	294,685	122,785	151,187	(28,402)
Cntrs-Shrub/Grnd Cover Annual Svc	86,074	35,864	28,691	7,173
R&M-Irrigation	30,000	12,500	6,092	6,408
R&M-Trees and Trimming	40,000	16,665	24,600	(7,935)
Miscellaneous Services	35,000	14,585	-	14,585
<b>Total Landscape Services</b>	<b>754,335</b>	<b>314,306</b>	<b>247,002</b>	<b>67,304</b>
<b><u>Utilities</u></b>				
Electricity - General	40,700	16,958	15,747	1,211
Electricity - Streetlights	121,000	50,417	51,793	(1,376)
Utility - Water & Sewer	198,000	82,500	46,528	35,972
<b>Total Utilities</b>	<b>359,700</b>	<b>149,875</b>	<b>114,068</b>	<b>35,807</b>
<b><u>Operation &amp; Maintenance</u></b>				
Utility - Refuse Removal	3,000	1,250	1,451	(201)
R&M-Ponds	20,000	8,333	-	8,333
R&M-Pools	35,000	14,583	13,042	1,541
R&M-Roads & Alleyways	2,000	835	-	835
R&M-Sidewalks	20,000	8,333	-	8,333
R&M-Streetlights	10,000	4,167	-	4,167
R&M-Vehicles	15,000	6,250	-	6,250
R&M-User Supported Facility	5,000	2,083	1,015	1,068
R&M-Equipment Boats	10,000	4,167	-	4,167
R&M-Parks & Facilities	25,000	10,415	17,638	(7,223)
R&M-Garden Lot	2,000	833	41	792
R&M-Invasive Plant Maintenance	105,000	43,750	53,550	(9,800)
Security Enhancements	5,700	2,375	2,535	(160)
Op Supplies - Fuel, Oil	8,000	3,333	835	2,498
Cap Outlay - Vehicles	30,000	30,000	10,961	19,039
<b>Total Operation &amp; Maintenance</b>	<b>295,700</b>	<b>140,707</b>	<b>101,068</b>	<b>39,639</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement	13,507	-	-	-
Interest Expense	13,093	-	-	-
<b>Total Debt Service</b>	<b>26,600</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>2,102,422</b>	<b>922,245</b>	<b>774,864</b>	<b>147,381</b>

## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending February 28, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Excess (deficiency) of revenues				
Over (under) expenditures	244,663	1,179,654	1,203,574	23,920
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Operating Transfers-Out	-	-	(300,000)	(300,000)
Contribution to (Use of) Fund Balance	244,663	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>244,663</b>	<b>-</b>	<b>(300,000)</b>	<b>(300,000)</b>
Net change in fund balance	\$ 244,663	\$ 1,179,654	\$ 903,574	\$ (276,080)
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>661,723</b>	<b>661,723</b>	<b>661,723</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 906,386</b>	<b>\$ 1,841,377</b>	<b>\$ 1,565,297</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending February 28, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>EXPENDITURES</u></b>				
<b><u>Operation &amp; Maintenance</u></b>				
Reserve - Other	\$ 300,000	\$ 300,000	\$ 45,530	\$ 254,470
<b>Total Operation &amp; Maintenance</b>	300,000	300,000	45,530	254,470
<b>TOTAL EXPENDITURES</b>	<b>300,000</b>	<b>300,000</b>	<b>45,530</b>	<b>254,470</b>
Excess (deficiency) of revenues				
Over (under) expenditures	(300,000)	(300,000)	(45,530)	254,470
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Interfund Transfer - In	-	-	300,000	300,000
Contribution to (Use of) Fund Balance	(300,000)	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(300,000)</b>	<b>-</b>	<b>300,000</b>	<b>300,000</b>
Net change in fund balance	\$ (300,000)	\$ (300,000)	\$ 254,470	\$ 554,470
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>547,006</b>	<b>547,006</b>	<b>547,006</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 247,006</b>	<b>\$ 247,006</b>	<b>\$ 801,476</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending February 28, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ 61	\$ 25	\$ 29	\$ 4
Special Assmnts- Tax Collector	1,217,276	1,095,548	1,016,390	(79,158)
Special Assmnts- Discounts	(48,691)	(43,822)	(39,963)	3,859
<b>TOTAL REVENUES</b>	<b>1,168,646</b>	<b>1,051,751</b>	<b>976,456</b>	<b>(75,295)</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessment Collection Cost	24,345	21,910	19,529	2,381
<b>Total Administration</b>	<b>24,345</b>	<b>21,910</b>	<b>19,529</b>	<b>2,381</b>
<b>Debt Service</b>				
Principal Debt Retirement	695,000	-	-	-
Principal Prepayments	-	-	70,000	(70,000)
Interest Expense	459,663	229,832	229,831	1
<b>Total Debt Service</b>	<b>1,154,663</b>	<b>229,832</b>	<b>299,831</b>	<b>(69,999)</b>
<b>TOTAL EXPENDITURES</b>	<b>1,179,008</b>	<b>251,742</b>	<b>319,360</b>	<b>(67,618)</b>
Excess (deficiency) of revenues				
Over (under) expenditures	(10,362)	800,009	657,096	(142,913)
<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)	\$ 800,009	\$ 657,096	\$ (142,913)
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>1,313,437</b>	<b>1,313,437</b>	<b>1,313,437</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,303,075</b>	<b>\$ 2,113,446</b>	<b>\$ 1,970,533</b>	



## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending February 28, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ 40	\$ 17	\$ 34	\$ 17
Special Assmnts- Tax Collector	796,597	716,937	537,535	(179,402)
Special Assmnts- Other	26,600	23,940	-	(23,940)
Special Assmnts- Prepayment	-	-	903,381	903,381
Special Assmnts- Discounts	(31,864)	(28,678)	(21,109)	7,569
<b>TOTAL REVENUES</b>	<b>791,373</b>	<b>712,216</b>	<b>1,419,841</b>	<b>707,625</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessment Collection Cost	15,932	14,339	11,082	3,257
<b>Total Administration</b>	<b>15,932</b>	<b>14,339</b>	<b>11,082</b>	<b>3,257</b>
<b>Debt Service</b>				
Principal Debt Retirement	390,000	-	-	-
Principal Prepayments	-	-	1,165,000	(1,165,000)
Interest Expense	389,775	194,888	194,888	-
<b>Total Debt Service</b>	<b>779,775</b>	<b>194,888</b>	<b>1,359,888</b>	<b>(1,165,000)</b>
<b>TOTAL EXPENDITURES</b>	<b>795,707</b>	<b>209,227</b>	<b>1,370,970</b>	<b>(1,161,743)</b>
Excess (deficiency) of revenues				
Over (under) expenditures	(4,334)	502,989	48,871	(454,118)
<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)	\$ 502,989	\$ 48,871	\$ (454,118)
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>1,841,543</b>	<b>1,841,543</b>	<b>1,841,543</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,837,209</b>	<b>\$ 2,344,532</b>	<b>\$ 1,890,414</b>	

# **HARMONY**

Community Development District

## **Supporting Schedules**

**February 28, 2023**

**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>				\$ 4,328,217	\$ 2,423,488	\$ 1,215,175	\$ 689,554
Allocation %				100%	55.99%	28.08%	15.93%
11/17/22	\$ 13,410	\$ 704	\$ 274	\$ 14,387	\$ 8,056	\$ 4,039	\$ 2,292
11/22/22	\$ 286,879	\$ 12,197	\$ 5,855	\$ 304,931	\$ 170,739	\$ 85,611	\$ 48,580
12/09/22	\$ 2,729,319	\$ 116,043	\$ 55,700	\$ 2,901,062	\$ 1,624,385	\$ 814,492	\$ 462,185
12/22/22	\$ 213,418	\$ 8,631	\$ 4,355	\$ 226,405	\$ 126,771	\$ 63,565	\$ 36,070
Adjustment	\$ (37,649)	\$ (1,569)	\$ -	\$ (39,217)	\$ -	\$ -	\$ (39,217)
01/10/23	\$ 113,868	\$ 3,594	\$ 2,324	\$ 119,785	\$ 67,071	\$ 33,630	\$ 19,084
01/10/23	\$ 4,701	\$ 148	\$ 96	\$ 4,945	\$ 2,769	\$ 1,388	\$ 788
02/07/23	\$ 2,955	\$ 44	\$ 60	\$ 3,059	\$ 1,713	\$ 859	\$ 487
02/08/23	\$ 43,734	\$ 982	\$ 893	\$ 45,609	\$ 25,537	\$ 12,805	\$ 7,266
<b>TOTAL</b>	<b>\$ 3,370,636</b>	<b>\$ 140,773</b>	<b>\$ 69,557</b>	<b>\$ 3,580,966</b>	<b>\$ 2,027,041</b>	<b>\$ 1,016,390</b>	<b>\$ 537,535</b>

Collected in % 83%

<b>TOTAL OUTSTANDING</b>	<b>\$ 747,251</b>	<b>\$ 396,447</b>	<b>\$ 198,785</b>	<b>\$ 152,018</b>
--------------------------	-------------------	-------------------	-------------------	-------------------

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

**Cash and Investment Report**  
*February 28, 2023*

**General Fund**

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account- Operating	Bank United	Checking Account	n/a	0.00%	\$554,799
Money Market Account	BankUnited	Money Market Account	n/a	3.00%	\$1,978,313
<b>Subtotal</b>					<u>\$2,533,112</u>

**Debt Service and Capital Projects Funds**

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2014 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$6,229
Series 2014 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$607,313
Series 2014 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$1,356,991
Series 2015 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$903,381
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%	\$647,033
<b>Subtotal</b>					<u>\$3,860,947</u>
<b>Total</b>					<u><u>\$6,394,059</u></u>

# **Subsection 4C**

## **Invoices and Check Register**

## Invoice Approval Report # 274

March 20, 2023

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
BENCHMARK LANDSCAPING LLC	12763	R	\$ 55,000.00
	12819	R	\$ 335.75
	12920	R	\$ 55,000.00
	Vendor Total		\$ 110,335.75
CHARTER COMMUNICATIONS- ACH DBA SPECTRUM BUSINESS	028483501012723 ACH	R	\$ 114.98
	0038644021023 ACH	R	\$ 123.98
	0038651022823 ACH	R	\$ 119.98
	Vendor Total		\$ 358.94
BRIGHTVIEW LANDSCAPE SERVICES, INC.	8273453	R	\$ 21,599.98
	Vendor Total		\$ 21,599.98
CARDMEMBER SERVICES DBA BANK UNITED	012423-1777 ACH	R	\$ 2,636.31
	022023-1777 ACH	R	\$ 2,307.58
	Vendor Total		\$ 4,943.89
FAST SIGNS	2060-20925	R	\$ 675.00
	Vendor Total		\$ 675.00
GARY'S GRADING INC.	2023-633	R	\$ 23,650.00
	Vendor Total		\$ 23,650.00
HARMONY CDD C/O U.S. BANK	030823-1	R	\$ 6,358.57
	030823-2	R	\$ 3,608.20
	031523-1	R	\$ 26,600.00
	Vendor Total		\$ 36,566.77
HARMONY FLORIDA LAND LLC	3757473764-012423	R	\$ 545.57
	Vendor Total		\$ 545.57
INFRAMARK, LLC	91358	A	\$ 34,605.15
	Vendor Total		\$ 34,605.15
KUTAK ROCK LLP	3180518	A	\$ 2,280.34
	3180675	A	\$ 3,500.00
	Vendor Total		\$ 5,780.34
MARYLIN ASHER-MOWER	01916D	R	\$ 40.84
	Vendor Total		\$ 40.84
NUTRIEN AG SOLUTIONS, INC	50267744	R	\$ 1,200.00
	Vendor Total		\$ 1,200.00
OSCEOLA COUNTY BOCC	PRRR23-00038	R	\$ 60.00
	Vendor Total		\$ 60.00

## Invoice Approval Report # 274

March 20, 2023

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
PEGASUS ENGINEERING, LLC	226429	A	\$ 3,760.52
		Vendor Total	\$ 3,760.52
POOLSURE	101295639786	R	\$ 60.00
	101295639787	R	\$ 35.00
	101295639993	R	\$ 570.00
	101295639987	R	\$ 412.75
		Vendor Total	\$ 1,077.75
TEM SYSTEMS, INC.	INV27072	R	\$ 190.00
		Vendor Total	\$ 190.00
TOHO WATER AUTHORITY - ACH	020123-8389 ACH	R	\$ 70.87
	030223-8389 ACH	R	\$ 14,490.73
		Vendor Total	\$ 14,561.60
WASTE CONNECTIONS OF FL.	1433202W460	R	\$ 309.12
		Vendor Total	\$ 309.12
WILLIAMS SCOTSMAN, INC. - EFT	9016729273 EFT	R	\$ 490.00
WILLIAMS SCOTSMAN, INC. - EFT	9017013966 EFT	R	\$ 490.00
		Vendor Total	\$ 980.00
Total Invoices			\$ 205,905.47

# **Section 5**

## **New Business**



# **Subsection 5A**

## **Remodeling Ashley Pool Office for Community Maintenance**

# BERBES CONTRACTOR

---

<b>Client:</b>	<b>Harmony Community</b>
<b>Date:</b>	<b>02/16/2023</b>

<b>Recreation Club</b>	<b>Prices Usd</b>
<b>Labor</b>	
Change Window	\$700.00
Room extension	\$1600.00
Remove cabinets	\$700.00
Repair and finish all walls	\$1300.00
Paint the whole room	\$1200.00
<b>TOTAL</b>	<b>\$5,500.00</b>
<b>Material</b>	
Window 36" X 48" <b>(JELD WEN)</b>	\$1900.00
Blocks	\$800.00
Cement	\$300.00
Concrete	\$500.00
Drywall 1/2"x4"x8"	\$300.00
<b>TOTAL</b>	<b>\$3,800.00</b>

# BERBES CONTRACTOR

---

## COMERCIAL CONDITION.

1. **Price:** Refers to labor and materials.
2. **Payments:** Agreed 50% in advance and 50% at the end. Materials 100% in advance.
3. **Time:** 7 business days
4. **Specials:** The remodeling of the wall its finish is without design. (smooth)

**Sincerely,**

Judith Diaz Cabrera / Berbes Contractor

# ESTIMATE



## Prepared For

Harmony CDD  
7255 Five Oaks Dr.  
Harmony, FL  
(407) 361-3559

## Mark Davis Construction, LLC

5105 Jack Brack Rd.  
St. Cloud, FL 34771  
Phone: (407) 616-0718  
Email: MDCLLC1@gmail.com  
Web: MarkDavisConstruction.com

Estimate # 377  
Date 01/31/2023  
Business / Tax # CGC 1509832

Description	Total
Permit ( Electrical ONLY ) Electrical Permit for Moving of Receptacles etc.	\$800.00
Demo & Haul Off Demo Wall, Cabinets, & Flooring in future Office Area Remove All Debris & Haul Away Dumpster & Hauling Fees All Labor	\$5,200.00
CMU Block Wall Approx. 7 ' x 7 ' In Fill of Block Wall Block & Fill Cells w/ Concrete / Rebar All Labor & Materials	\$3,800.00

Minor Electrical	\$2,980.00
Moving of 2 Switches & 2 Outlets off of Wall to be Moved	
All Labor & Materials	
<hr/>	
Drywall & Paint	\$2,800.00
Drywall Affected Areas	
New Block Wall, Behind Cabinets if Needed, Under Window Where Water Damaged Occurred Previously	
Patch & Texture As Needed	
Paint All Walls	
All Labor & Materials	
<hr/>	
Plumbing	\$850.00
Cap Off / Remove & Disconnect Old Plumbing From Sink etc.	
All Labor & Materials	
<hr/>	
Flooring & Concrete	\$2,770.00
Remove Existing Tile Flooring & Replace	
Mid-Grade Tile	
Fix Concrete (Level Floor) Where Pavers Were Previously	
All Labor & Materials	
<hr/>	
Stucco & Exterior Paint	\$3,400.00
Stucco New Block Wall Area to Match Existing	
Scratch Coat, & Finish	
Paint to match	
All Labor & Materials	
<hr/>	

Concession Window	\$1,700.00
Remove Existing Roll Up "Door/Window"	
Replace w/ Glass Slider Style Window	
All Labor & Materials	

Contractors Profit, Overhead, & Supervision	\$2,800.00
*	
*	
*	

<b>Subtotal</b>	\$27,100.00
<b>Total</b>	<b>\$27,100.00</b>
<b>Deposit Due</b>	<b>\$6,300.00</b>

**Notes:**

\*\*\*\*\*New Door Option\*\*\*\*\*

New Solid Commercial Steel Door & Jamb ADD \$3,000.00

By signing this document, the customer agrees to the services and conditions outlined in this document.

---

Harmony CDD



## **Pool Oficce Renovation**

210 N University Dr Ste 702  
Coral Spring FL 33071-7320

Submitted By:

## **Urbans Solutions LLC**

11006 Hanlon Terrace Aly  
Winter Garden FL 34787

Mobile: +1 (321) 900-6977

urbanssolutionsllc@gmail.com

1816-1227246/1816/3100/3115  
Liability # FGFL0024324601



**Urbans Solutions LLC**

11006 Hanlon Terrace Aly  
Winter Garden FL 34787

Mobile: +1 (321) 900-6977

urbanssolutionsllc@gmail.com

1816-1227246/1816/3100/3115

Liability # FGFL0024324601



## Estimate

**Estimator**

Natali Vila

Mobile: (321)900-7348

urbanssolutionsllc@gmail.com

**Customer**

Harmony Community Development District  
210 N University Dr Ste 702  
Coral Spring FL 33071-7320

Mobile: (407)861-4460

jeison.castillo@inframark.com

Job Name	Pool Oficce Renovation
Job Number	1158
Issue Date	February 20, 2023
Valid Until	March 7, 2023

Item	Quantity	Unit Price	Amount
<b>Demilition</b>	<b>1 Ea</b>	<b>\$2,152.50 / Ea</b>	<b>\$2,152.50</b>
<i>* Contaimet Areas</i>			
<i>* Remove Cabinets</i>			
<i>* Remove Rolling door</i>			
<i>* Remove Tile Floor</i>			
<i>* Remove Block exterior wall</i>			
<b>New extension wall</b>	<b>1 Ea</b>	<b>\$2,255.00 / Ea</b>	<b>\$2,255.00</b>
<i>* Remove Pavers</i>			
<i>* Fill with concret floor</i>			
<i>* New wall Block</i>			
<i>* Stucco and texture</i>			
<i>* Interior wood Framing</i>			
<b>New Window Installation</b>	<b>1 Ea</b>	<b>\$1,621.86 / Ea</b>	<b>\$1,621.86</b>
<i>* Reduce Area to install New Window</i>			
<i>* Jamb Aluminum-clad White Double Hung Full screen (W) 38 in x (H) 41 in Window included</i>			
<b>Electric</b>	<b>1 Ea</b>	<b>\$410.00 / Ea</b>	<b>\$410.00</b>
<i>* re-install some outlets are in cabinets and new wall</i>			
<b>Drywall and Patch</b>	<b>1 Ea</b>	<b>\$922.50 / Ea</b>	<b>\$922.50</b>
<i>* New drywall installation</i>			
<i>* Repair some drywall areas</i>			
<i>* finish and texture included</i>			

Item	Quantity	Unit Price	Amount
<b>Install Tile Floor</b>	<b>1 Ea</b>	<b>\$1,127.50 / Ea</b>	<b>\$1,127.50</b>
<i>* Installation interior Area</i> <i>* 121 Sqft</i> <i>* Tile not Included</i> <i>* 24"x 48", 36" x 48" and over size formats not included</i> <i>* Baseboards Installation (baseboards not included)</i>			
<b>Paint</b>	<b>1 Ea</b>	<b>\$1,066.00 / Ea</b>	<b>\$1,066.00</b>
<i>* Walls and ceiling Interior Paint</i> <i>* New Wall Exterior Paint</i> <i>* Paint not included</i>			
<b>Dumpster</b>	<b>1 Ea</b>	<b>\$517.50 / Ea</b>	<b>\$517.50</b>
<i>1 week rental</i>			
<b>Price</b>			<b>\$10,072.86</b>

### Terms

Due to Current covid-19 situation, many material carriers may be backed up causing possible delay in the delivery of materials

60% of the contract amount must be paid ; 40% when the job is completed.

\_\_\_\_\_ Date \_\_\_\_\_

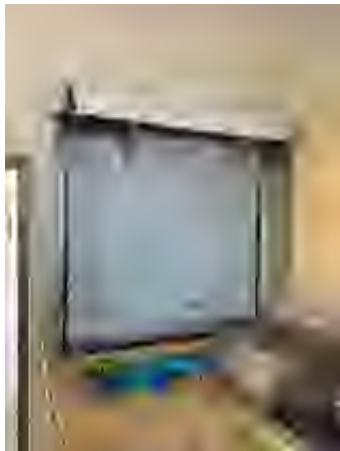
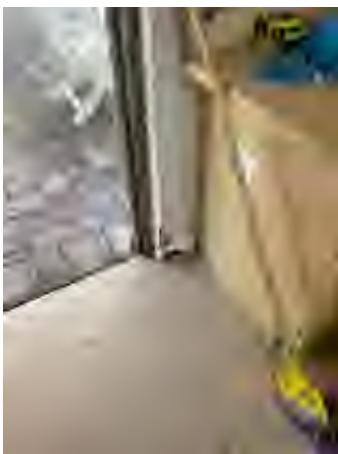
Ricardo Angulo  
Urbans Solutions LLC

\_\_\_\_\_ Date \_\_\_\_\_

Harmony Community Development District

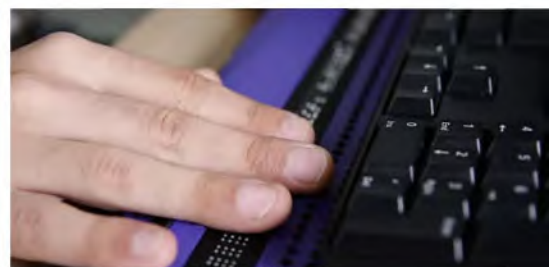
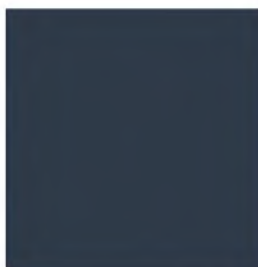
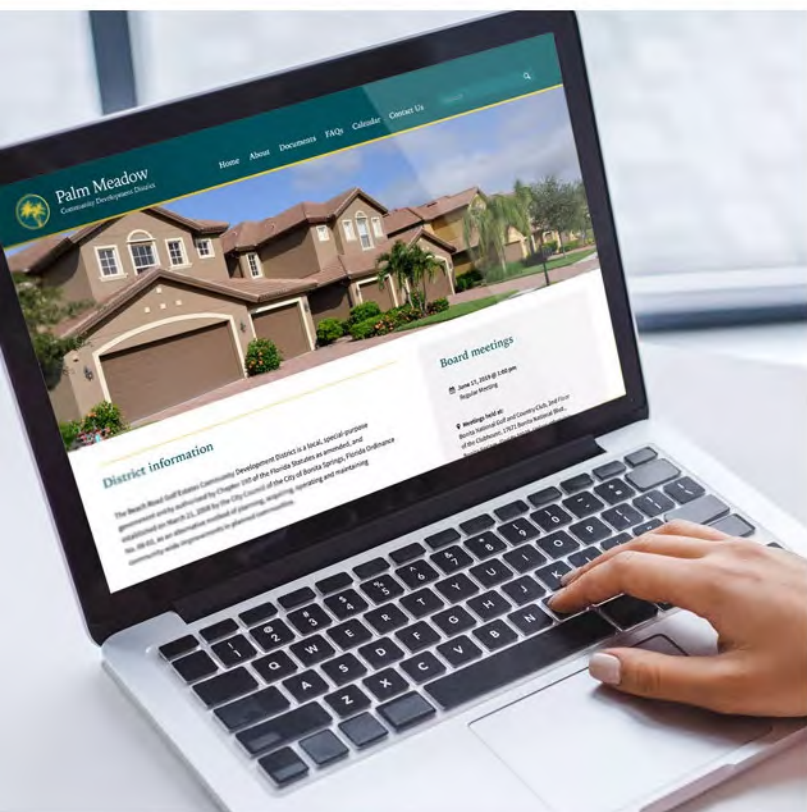
\_\_\_\_\_ Date \_\_\_\_\_

Natali Vila  
Urbans Solutions LLC



# **Subsection 5B**

## **Website Management**



# Keeping your community informed. And you compliant.

## Harmony Community Development District

Proposal date: 02 / 22 / 2023


Proposal ID: RXKMN-TEBHU-TZRNJ-TC5OH

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



**Ted Saul**

*Director - Digital Communication*

 *Certified Specialist*

**campus**  
suite

# Pricing

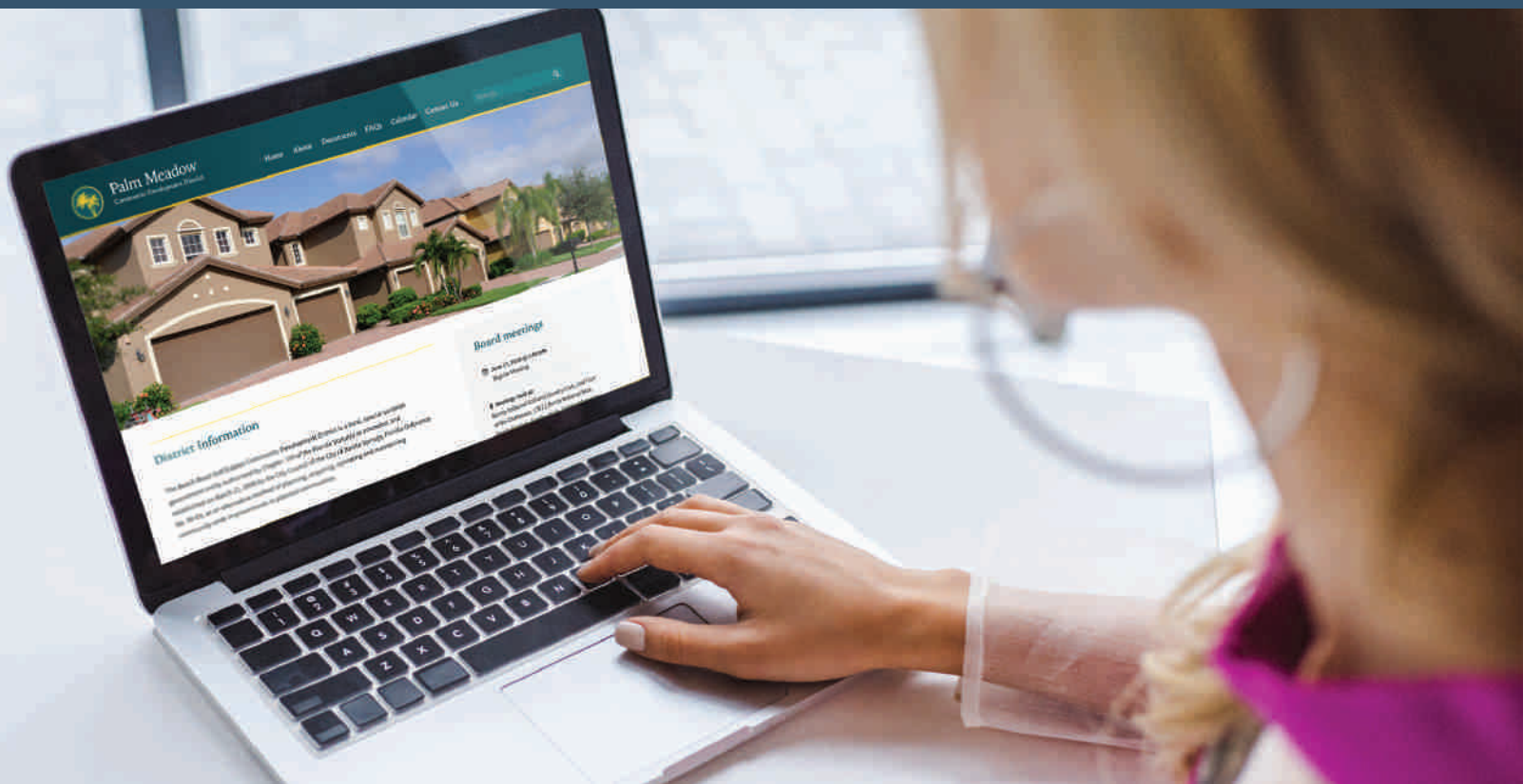
Effective date: 03 / 01 / 2023

Implementation	Quantity	Subtotal
<b>On-boarding of ADA Compliant Website and Remediation of Historical Documents</b> <ul style="list-style-type: none"><li>• Migration website pages and present on a staged website for approval</li><li>• <del>Initial PDF Accessibility Compliance Service for 1500 pages of remediation</del> unlimited as of 2021</li></ul>	1	\$2,325.00
Annual ongoing services	Quantity	Subtotal
<b>Website services</b> <ul style="list-style-type: none"><li>• Hosting, support and training for users</li><li>• Website management tools to make updates</li><li>• Secure certification (https)</li><li>• Monthly accessibility site reporting, monitoring and error corrections</li></ul>	1	\$600.00
<b>Ongoing PDF Accessibility Compliance Service</b> <ul style="list-style-type: none"><li>• Remediation of all PDFs stored on your website\</li><li>• Dashboard for reporting and managing all PDFs</li><li>• 48-hour turnaround for fixes for board agendas</li><li>• PDF manager dashboard</li></ul>	Unlimited	\$937.50
<b>Social Media Manager</b>		Included

**Total: \$3,862.50**







## Accountable, compliant communications

Keeping your residents and property owners informed is a big responsibility – one that requires constant diligence. Staying current with the laws that apply to public access to district records, reports and other legal requirements presents a big challenge for many CDD communities.

When it comes to your website and all the web-based documents you are required to publish, they all need to be fully accessible. Florida statutes and federal laws require you and every special district be compliant with ADA (Americans with Disabilities Act) and accessibility regulations.

### Keeping it all accessible – and legal

Campus Suite provides the total accessibility solution to keep all your web communications and web documents on the right side of these laws – specifically chapters 189 and 282 of the Florida Statutes.

### Designed for districts



**Easy-to-update website, hosting and support**



**Worry-free ADA-compliance, auditing and full reporting**



**Meets Florida statutes and federal laws**



**Save CDD board time and money**



# Keeping your community informed and compliant.



**Accessibility Compliance**  
with Campus Suite

## We'll handle all your website and document accessibility.

We take on the responsibility of making and keeping your website fully accessible to people with disabilities. We know what's at stake if your website is not ADA-compliant, so we handle it all – monitoring, reporting, and remediation.

### We stand behind our seal of approval.

Each page of your website will have our official certification of a website that meets the required accessibility standards.

## A website with all the features your district needs.

Communication is key to success in any organization, and your community development district is no exception. At Campus Suite, we understand the unique communication needs of CDDs and create a comprehensive website that serves as your communication hub.

Your property owners and residents will come to depend on the wealth of information at their fingertips. And your board members, management team and staff will come to rely on the role your website serves in streamlining the critical communications functions you're required by law to provide.

### Maintain ADA compliance:

- ✓ Website and documents meet WCAG 2.1 requirements
- ✓ Monthly accessibility scanning audits and reporting
- ✓ In-house team that fixes all of the accessibility errors
- ✓ On-demand PDF remediation (48-hour turnaround)

### Your district website features:

- ✓ Professional website design
- ✓ Easy-to-use tools to make updates
- ✓ Total document management
- ✓ Support and training for users
- ✓ Calendar of events
- ✓ Clubhouse and rental scheduling
- ✓ Meeting notices and minutes

The logo for Campus Suite, with 'campus' in a bold green sans-serif font and 'suite' in a smaller, italicized green sans-serif font below it.

**campus**  
suite



## A trusted name for compliance.

For over 15 years, Campus Suite has built a reputation helping public schools across the country eliminate communication barriers and improve school community engagement. We do it by creating easy-to-use, affordably priced websites featuring professional design, unmatched customer service, and paving a leadership role in website accessibility.

We've helped districts build web accessibility policies and websites, and even created contingency plans for responding to web issues and complaints from the OCR (U.S. Office for Civil Rights). These include detailed resolution plans when clients need to respond to avoid fines and the negative publicity that sometimes surrounds non-compliance.

Campus Suite has also pioneered educating public institutions about website accessibility by establishing the Website Accessibility Education Center, a valuable resource for website administrators..



**W3C**<sup>®</sup>  
WCAG 2.0



**Campus Suite Academy**  
**Website Accessibility Center**

[www.campussuite.com/accessibility-center](http://www.campussuite.com/accessibility-center)

# Frequently asked questions

## **For PDF service, what is the price per page?**

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

## **What does the PDF scan and remediation process look like?**

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

## **What does the ADA managed service process for our website look like?**

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

## **How long does it take?**

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

## **What standards do you follow for ADA?**

We follow WCAG AA 2.1 guidelines

## **Are there any hidden fees?**

No.

## **How long does it take to build the website?**

It depends upon your responsiveness, but generally only a couple of weeks.

## **Can we change the design of our website?**

Our themes are customizable to address your preferences. There are some guardrails in place to help ensure ADA compliance to a degree, but you can select colors, images, etc...

## **Do your sites offer a calendar?**

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

# Statement of work

1. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
  1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time (“WCAG”);
  2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
  3. Display an ADA compliance shield, seal, or certification;
  4. Provide options to create a CDD-branded design (colors, logo, etc...)
  5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be “mobile friendly” and offer a “mobile version” of the sites content for access from tablets or smart phones.
  6. Be free of any commercial advertising;
  7. Be free of any known spyware, virus, or malware;
  8. Secure certification (https)
  9. Secure cloud hosting with fail-overs
  10. Allow for data backups, and record retention as required by law;
  11. Allow for the display a calendar, reservation request form, and newsletter;
  12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
  13. Remediate ~~1-500~~ **unlimited** pages identified by the District for the new website in an ADA compliant format.\*
2. **Domain Fee.** The Contractor shall pay the annual fee for the domain name of the District’s website.
3. **Maintenance and Management of the Website.**
  1. Contractor will manage and maintain the website;
  2. Remediate in an ADA compliant format new documents uploaded by the District Manager to the document portal;\*
    1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
  3. District shall be responsible for uploading the documents onto the document portal for the website. Upon completion of the remediation services, Contractor shall ensure that the remediated documents are live on the website. Contractor shall ensure that the District only has the ability to upload documents to the document portal (not the ability to make documents go live on the website) or remove documents on the website and cannot alter any other aspect of the website;

4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and
  5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.
4. **Monthly Auditing and Remediation Services.**
1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
  2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
  3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.
5. **Support Services.** Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

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

# Website Creation and Management Agreement

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

## Background Information:

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

## Operative Provisions:

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

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

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

### 4. Termination.

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

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



c. Upon termination of this Agreement:

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

## **5. Compensation and Prompt Payment.**

- a. Upon execution of this Agreement, the District agrees to pay Contractor for a one-time payment of \$2,325.00 for the On-boarding of ADA Compliant Website and Remediation of Historical Documents.
- b. Starting on March 1, 2023 the District agrees to compensate the Contractor \$1,537.50 for Domain Fee, Maintenance and Management of the Website, Monthly Auditing and Remediation Services, and Support Services as described in the Statement of Work. The District shall make such payments in advance of the services to be provided. Contractor will provide the District with an invoice on a annual basis for work to be performed. The District will pay Contractor within 15 days of receipt of the invoice.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 904-940-6044, OR BY EMAIL AT PUBLICRECORDS@INFRAMARK.COM, OR BY REGULAR MAIL AT 210 NORTH UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FLORIDA 33071.**

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

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

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

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

writing, signed by both parties hereto.

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

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

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

Innersync Studio, LLC.		Harmony Community Development District	
<hr/>		<hr/>	
Ted Saul	Date	Print name	Date
Director of Sales			
		<hr/>	

# **Subsection 5C**

## **Pool Reservation Request**

**HARMONY COMMUNITY DEVELOPMENT DISTRICT**  
**PARKS AND RECREATION FACILITY USAGE APPLICATION**

**ORGANIZATION/COMPANY USE APPLICATION**

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

**APPLICANT INFORMATION**

Name of Entity/Organization/Company: \_\_\_\_\_

Address: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ E-mail: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**EVENT INFORMATION**

Type of event: \_\_\_\_\_

Requested location: \_\_\_\_\_

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

Anticipated # of attendees: \_\_\_\_\_ What age group? \_\_\_\_\_

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

**DAMAGE DEPOSIT**

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

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

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

## VENDORS/MERCHANDISE

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

How many vendor/merchandise locations will your event require? \_\_\_\_\_

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

\_\_\_\_\_

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

Attached: ☐ Yes ☐ No

## CATERING

Will your event require catering? ☐ Yes ☐ No

Name of Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell/ Pager: \_\_\_\_\_ Email: \_\_\_\_\_

## CONTACT INFORMATION

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

### Osceola County Zoning and Code Enforcement:

One Courthouse Square, Suite 1200, Kissimmee, FL 34741  
Phone (407) 343-3400

### Osceola County Parks and Recreation Department:

One Courthouse Square, Suite 1200, Kissimmee, FL 34741  
Phone (407) 343-2380

County Waste Management: Phone (407) 847-7370

## INDEMNIFICATION AND HOLD HARMLESS

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

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

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

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

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

## SIGNATURE OF APPLICANT/EVENT ORGANIZER

### ACKNOWLEDGEMENT:

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

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

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

## APPROVAL FROM HARMONY CDD

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

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

Title: \_\_\_\_\_

# **Subsection 5E**

**Resolution  
2023-04**



**RESOLUTION 2023-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE DATE, TIME AND LOCATION OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING REVISED SUSPENSION AND TERMINATION RULES.**

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

**WHEREAS**, the Board of Supervisors of the District (“Board”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*; and

**WHEREAS**, to provide for efficient and effective District operations, the Board finds that it is in the best interests of the District to adopt a revised Suspension and Termination of Access Rule (“Suspension and Termination Rules”).

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

**SECTION 1.** The Board will hold a public hearing to adopt revised Suspension and Termination Rules, a proposed copy of which is attached hereto as **Exhibit A**. The Board will hold a public hearing on May 25, 2023, at 6:00 p.m., at the Jones Home, Verona Model, 3285 Songbird Street, St. Cloud, Florida 34773.

**SECTION 2.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 30TH DAY OF MARCH 2023.**

ATTEST:

**HARMONY COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair

## **EXHIBIT A**

### **Proposed Revised Suspension and Termination of Access Rule**

## SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, Suspen.011, 190.012, Florida Statutes (2022)

Effective Date: May 25, 2023

---

**In accordance with Chapters 190 and 120, Florida Statutes, and on May 25, 2023 2023 at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Harmony Community Development District (“District”) adopted the following rules/policies to govern disciplinary and enforcement matters. All prior rules/policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.**

---

**1. Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the District Recreation Facilities and other properties owned and managed by the District (“Amenities”).

**2. General Rule.** All persons using or entering the Amenities are responsible for compliance with the rules and policies established for the safe operations of the Amenities.

**3. Access Cards.** Access cards are the property of the District. The District may request surrender of, or may deactivate, a person’s access card for violation of the District’s rules and policies established for the safe operations of the Amenities.

**4. Suspension and Termination of Rights.** The District shall have the right to restrict, suspend, or terminate the Amenities access of any person and members of their household to use all or a portion of the Amenities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of an access card or otherwise facilitates or allows unauthorized use of the Amenities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., Harmony Community Development District Rules and Policies);
- g. Treating the District’s staff, contractors, representatives, residents, landowners, patrons, or guests in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable, or interfering with the operation of District property, or other property located on District property;
- i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, contractors, representatives, residents, landowners, patrons, or guests;
- k. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, landowners, patrons, or guests is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or

- m. Such person's guest or a member of their household commits any of the above Violations.

Termination of Amenities access shall only be considered and implemented by the Board in situations that pose a long-term or continuing threat to the health, safety and/or welfare of the District, its staff, contractors, representatives, residents, landowners, patrons, or guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of Amenities access.

**5. Administrative Reimbursement.** The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenities access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

**6. Property Damage Reimbursement.** If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenities access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

**7. Removal from Amenities.** The District Manager, General Manager, Amenity Manager and onsite staff each have the independent ability to remove any person from the Amenities if a Violation occurs, or if in his or her discretion, it is in the District's best interest to do so.

**8. Initial Suspension from Amenities.** The District Manager, General Manager, Amenity Manager or his or her designee may at any time restrict or suspend for cause or causes, including but not limited to a Violation, any person's access to the Amenities until a date not later than the next regularly scheduled meeting date of the Board that is scheduled to occur at least twenty-one (21) days after the date of initial suspension. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

**9. Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.**

- a. At the Board meeting referenced in the letter sent under Section 8 above, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, a hearing shall be held at which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing.

- b. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to

lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions

c. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.

d. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.

e. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.

**10. Suspension by the Board.** The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 8, and the hearing shall be conducted in accordance with Section 9.

**11. Automatic Extension of Suspension for Non-Payment.** Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all access cards associated with an address within the District until such time as the outstanding amounts are paid.

**12. Appeal of Board Suspension.** After the hearing held by the Board required by Section 9, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 9(e), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination, and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

**13. Legal Action; Criminal Prosecution; Trespass.** If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination

is found at the Amenities, such Person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenities after expiration of a suspension imposed by the District.

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

**Subsection 5F**

**Resolution  
2023-05**

## **RESOLUTION 2023-05**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.**

**WHEREAS**, the Harmony Community Development District (the “District”) was created and exists pursuant to Chapter 190, Florida Statutes, being situated in Osceola County, Florida; and

**WHEREAS**, Chapter 190, Florida Statutes, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, Section 257.36(5), Florida Statutes, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer (“Records Management Liaison Officer”); and

**WHEREAS**, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

**WHEREAS**, the District desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, which may or may not be the District’s records custodian; and

**WHEREAS**, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

**WHEREAS**, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy (the “Policy”) for immediate use and application; and

**WHEREAS**, the District desires to provide for future amendment of the Records Retention Policy; and

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

**Section 1.** The District hereby authorizes the District’s records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District’s records custodian, shall each have the individual power to remove the Records Management Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District’s records custodian shall appoint a replacement Records Management Liaison Officer.



**Section 2.** The duties of the Records Management Liaison Officer shall include the following:

- A. serve as the District's contact with the Florida Department of State, State Library and Archives of Florida; and
- B. coordinate the District's records inventory; and
- C. maintain records retention and disposition forms; and
- D. coordinate District records management training; and
- E. develop records management procedures consistent with the Records Retention Policy adopted in Section 3 below, as amended; and
- F. participate in the development of the District's development of electronic record keeping systems; and
- G. submit annual compliance statements; and
- H. work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I. such other duties as may be assigned by the Board or the District's records custodian in the future.

**Section 3.** The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(6); however, the Board hereby extends the minimum retention schedules and rules established pursuant to the retention guidelines contained in the State of Florida General Records Schedule GS1-SL, so as to retain all public records relating to District business until the Board amends the Records Retention Policy to address the disposition of the same.

**Section 4.** The District agrees to pay Inframark a monthly fee of \$15 per box for the storage of records for all boxes retained as part of the requirements for the Records Retention Policy. If the Board desires to retain more records than required by the Records Retention Policy the District will be charged \$15 per box per month for all records that are retained.

**Section 5.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**Section 6.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed. Furthermore, upon its passage this resolution supersedes any Records Retention Policy previously adopted by the District.

**PASSED AND ADOPTED THIS 30TH DAY OF MARCH.**

**ATTEST:**

**HARMONY COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chair/Vice Chair

**Subsection 5G**

**Fiscal Year 2022  
Audit**

**Harmony Community  
Development District**

**ANNUAL FINANCIAL REPORT**

**September 30, 2022**

**Harmony Community Development District**

**ANNUAL FINANCIAL REPORT**

**September 30, 2022**

**TABLE OF CONTENTS**

	<b><u>Page Number</u></b>
REPORT OF INDEPENDENT AUDITORS	1-3
MANAGEMENT’S DISCUSSION AND ANALYSIS	4-9
BASIC FINANCIAL STATEMENTS:	
Government-wide Financial Statements	
Statement of Net Position	10
Statement of Activities	11
Fund Financial Statements:	
Balance Sheet – Governmental Funds	12
Reconciliation of Total Governmental Fund Balances to Net Position of Governmental Activities	13
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds	14
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	15
Statement of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – General Fund	16
Notes to Financial Statements	17-32
INDEPENDENT AUDITORS’ REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i>	33-34
MANAGEMENT LETTER	35-38
INDEPENDENT ACCOUNTANTS’ REPORT/COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES	39



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## REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors  
Harmony Community Development District  
Osceola County, Florida

### Report on Audit of the Financial Statements

#### *Opinion*

We have audited the financial statements of the governmental activities and each major fund of Harmony Community Development District (the "District"), as of and for the year ended September 30, 2022, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Harmony Community Development District as of September 30, 2022, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### *Basis for Opinion*

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### *Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.



To the Board of Supervisors  
Harmony Community Development District

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year beyond the financial statement date, including currently known information that may raise substantial doubt thereafter.

### ***Auditor's Responsibility for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



To the Board of Supervisors  
Harmony Community Development District

***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued a report dated March 17, 2023 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Harmony Community Development District's internal control over financial reporting and compliance.

*Berger Toombs Elam  
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

March 17, 2023

**Harmony Community Development District**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**For the Year Ended September 30, 2022**

Management's discussion and analysis of Harmony Community Development District's (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

**OVERVIEW OF THE FINANCIAL STATEMENTS**

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government, physical environment, culture/recreation and debt service.

*Fund financial statements* present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.



**Harmony Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2022**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

*Fund financial statements* include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. The **statement of activities** includes depreciation on all long-lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as general obligation bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, a reconciliation is provided from the *fund financial statements* to the *government-wide financial statements*.

*Notes to financial statements* provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

**Financial Highlights**

The following are the highlights of financial activity for the year ended September 30, 2022.

- ◆ The District's total liabilities exceeded total assets and deferred outflows of resources by \$(1,410,958) (net position). Unrestricted net position for Governmental Activities was \$(4,599,193). Governmental Activities restricted net position was \$1,853,736, and net investment in capital assets were \$1,334,499.
- ◆ Governmental activities revenues totaled \$5,477,155 while governmental activities expenses totaled \$3,544,875.

**Harmony Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2022**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Financial Analysis of the District**

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

**Net Position**

	<b>Governmental Activities</b>	
	<b>2022</b>	<b>2021</b>
Current assets	\$ 1,503,797	\$ 1,678,541
Restricted assets	3,139,140	2,048,581
Capital assets	11,193,479	11,682,609
Total Assets	<u>15,836,416</u>	<u>15,409,731</u>
Deferred outflows of resources	<u>342,342</u>	<u>374,000</u>
Current liabilities	1,731,666	1,642,900
Non-current liabilities	15,858,050	17,484,069
Total Liabilities	<u>17,589,716</u>	<u>19,126,969</u>
Net position - net investment in capital assets	1,334,499	839,682
Net position - restricted	1,853,736	729,303
Net position - unrestricted	(4,599,193)	(4,912,223)
Total Net Position	<u>\$ (1,410,958)</u>	<u>\$ (3,343,238)</u>

The decrease in current assets is related to expenditures exceeding revenues in the General Fund in the current year.

The increase in restricted assets and restricted net position is related to the prepayments received in the current year.

The decrease in capital assets is due to depreciation in excess of additions in the current year.

The decrease in non-current liabilities is primarily the result of the principal payments on long-term debt.

The increase in net investment in capital assets is primarily due to capital asset additions and principal payments on long-term debt in excess of depreciation.

**Harmony Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2022**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Financial Analysis of the District (Continued)**

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

**Change in Net Position**

	<b>Governmental Activities</b>	
	<b>2022</b>	<b>2021</b>
Program Revenues		
Charges for services	\$ 5,444,053	\$ 4,302,292
General Revenues		
Miscellaneous revenues	3,570	1,399
Gain on disposal of assets	2,995	-
Investment earnings	26,537	5,087
Total Revenues	<u>5,477,155</u>	<u>4,308,778</u>
Expenses		
General government	276,158	305,013
Physical environment	2,116,674	1,613,199
Culture/recreation	198,849	188,515
Interest and other charges	953,194	1,030,180
Total Expenses	<u>3,544,875</u>	<u>3,136,907</u>
Change in Net Position	1,932,280	1,171,871
Net Position - Beginning of Year	<u>(3,343,238)</u>	<u>(4,515,109)</u>
Net Position - End of Year	<u>\$ (1,410,958)</u>	<u>\$ (3,343,238)</u>

The increase in charges for services is related to the increase in prepayments in the current year.

The decrease in general government expenses is related to the decrease in legal expenses in the current year.

The increase in physical environment is related to the increase in reserve projects in the current year.

The decrease in interest and other charges is related to the reduction in long-term debt outstanding.

**Harmony Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2022**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Capital Assets Activity**

The following schedule provides a summary of the District's capital assets as of September 30, 2022 and 2021.

<b>Description</b>	<b>Governmental Activities</b>	
	<b>2022</b>	<b>2021</b>
Land and improvements	\$ 8,991,508	\$ 8,991,508
Infrastructure	5,203,677	5,185,177
Improvements other than building	57,442	57,442
Recreational facilities	3,777,032	3,777,032
Equipment	294,206	306,487
Less: accumulated depreciation	(7,130,386)	(6,635,037)
Total	<u>\$ 11,193,479</u>	<u>\$ 11,682,609</u>

Capital activity for the year consisted of depreciation of \$499,545, the disposal of equipment, \$8,085, and additions to infrastructure of \$18,500.

**General Fund Budgetary Highlights**

The budgeted expenditures exceeded actual expenditures primarily because repairs and maintenance and legal expenditures were less than anticipated.

The September 30, 2022 budget was amended for engineering and reserve expenditures that were higher than originally anticipated.

**Debt Management**

Governmental Activities debt includes the following:

- ◆ In June 2014, the District issued \$13,945,000 Series 2014 Capital Improvement Revenue Refunding Bonds. These bonds were issued to defease and refund the Series 2001 Capital Improvement Revenue Bonds. The balance outstanding at September 30, 2022 was \$8,860,000.
- ◆ In April 2015, the District issued \$13,530,000 Series 2015 Capital Improvement Revenue Refunding Bonds. These bonds were issued to defease and refund the Series 2004 Capital Improvement Revenue Bonds and to finance the acquisition and construction of certain improvements within areas of the District related to the 2015 Project. The balance outstanding at September 30, 2022 was \$7,695,000.

**Harmony Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2022**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Debt Management (Continued)**

- ◆ In October 2019, the District acquired land for the future debt service assessments associated with the acquired land. The effective interest rate (4.96%) of the Series 2015 Bonds was used to determine the present value of the land and the note payable. The balance outstanding at September 30, 2022 was \$263,980.

**Economic Factors and Next Year's Budget**

Harmony Community Development District does not expect any economic factors to have any significant effect on the financial position or results of operations of the District in fiscal year 2023.

**Request for Information**

The financial report is designed to provide a general overview of Harmony Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Harmony Community Development District, Inframark Infrastructure Management Services, 210 North University Drive, Suite 702, Coral Springs, Florida 33071.

**Harmony Community Development District**  
**STATEMENT OF NET POSITION**  
**September 30, 2022**

	<b>Governmental Activities</b>
<b>ASSETS</b>	
Current Assets	
Cash	\$ 1,450,953
Accounts receivable	22,819
Due from other governments	30,025
Total Current Assets	<u>1,503,797</u>
Non-current Assets	
Restricted assets	
Investments	3,139,140
Capital assets, not being depreciated	
Land and improvements	8,991,508
Capital assets, being depreciated	
Infrastructure	5,203,677
Improvements other than building	57,442
Recreational facilities	3,777,032
Equipment	294,206
Less: accumulated depreciation	<u>(7,130,386)</u>
Total Non-current Assets	<u>14,332,619</u>
Total Assets	<u>15,836,416</u>
 <b>DEFERRED OUTFLOWS OF RESOURCES</b>	
Deferred amount on refunding, net	<u>342,342</u>
 <b>LIABILITIES</b>	
Current Liabilities	
Accounts payable and accrued expenses	279,227
Accrued interest	353,932
Notes payable	13,507
Bonds payable	1,085,000
Total Current Liabilities	<u>1,731,666</u>
Non-current liabilities	
Notes payable	250,473
Bonds payable, net	<u>15,607,577</u>
Total Non-Current Liabilities	<u>15,858,050</u>
Total Liabilities	<u>17,589,716</u>
 <b>NET POSITION</b>	
Net investment in capital assets	1,334,499
Restricted for debt service	1,853,736
Unrestricted	<u>(4,599,193)</u>
Total Net Position	<u><u>\$ (1,410,958)</u></u>

*See accompanying notes to financial statements.*

**Harmony Community Development District**  
**STATEMENT OF ACTIVITIES**  
**For the Year Ended September 30, 2022**

<b><u>Functions/Programs</u></b>	<b><u>Expenses</u></b>	<b><u>Program Revenues Charges for Services</u></b>	<b><u>Net (Expense) Revenues and Changes in Net Position Governmental Activities</u></b>
Governmental Activities			
General government	\$ (276,158)	\$ 240,821	\$ (35,337)
Physical environment	(2,116,674)	1,534,937	(581,737)
Culture/recreation	(198,849)	48,668	(150,181)
Interest and other charges	(953,194)	3,619,627	2,666,433
Total Governmental Activities	<u>\$ (3,544,875)</u>	<u>\$ 5,444,053</u>	<u>1,899,178</u>
<b>General revenues:</b>			
			26,537
			3,570
			2,995
			<u>33,102</u>
			1,932,280
			<u>(3,343,238)</u>
			<u>\$ (1,410,958)</u>

*See accompanying notes to financial statements.*

**Harmony Community Development District**  
**BALANCE SHEET –**  
**GOVERNMENTAL FUNDS**  
**September 30, 2022**

ASSETS	General	Debt Service 2014	Debt Service 2015	Total Governmental Funds
Cash	\$ 1,450,953	\$ -	\$ -	\$ 1,450,953
Accounts receivable	22,819	-	-	22,819
Due from other governments	14,184	9,399	6,442	30,025
Restricted assets:				
Investments, at fair value	-	1,304,039	1,835,101	3,139,140
Total Assets	<u>\$ 1,487,956</u>	<u>\$ 1,313,438</u>	<u>\$ 1,841,543</u>	<u>\$ 4,642,937</u>
LIABILITIES AND FUND BALANCES				
LIABILITIES				
Accounts payable and accrued expenses	<u>\$ 279,227</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 279,227</u>
FUND BALANCES				
Restricted:				
Debt service	-	1,313,438	1,841,543	3,154,981
Assigned:				
Capital reserves	547,006	-	-	547,006
Operating reserves	439,517	-	-	439,517
Unassigned	<u>222,206</u>	<u>-</u>	<u>-</u>	<u>222,206</u>
Total Fund Balances	<u>1,208,729</u>	<u>1,313,438</u>	<u>1,841,543</u>	<u>4,363,710</u>
Total Liabilities and Fund Balances	<u>\$ 1,487,956</u>	<u>\$ 1,313,438</u>	<u>\$ 1,841,543</u>	<u>\$ 4,642,937</u>

*See accompanying notes to financial statements.*



**Harmony Community Development District**  
**RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES**  
**TO NET POSITION OF GOVERNMENTAL ACTIVITIES**  
**September 30, 2022**

Total Governmental Fund Balances	\$ 4,363,710
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets not being depreciated, land and improvements, used in governmental activities are not current financial resources and therefore, are not reported at the fund level.	8,991,508
Capital assets being depreciated, infrastructure, \$5,203,677, improvements other than building, \$57,442, recreational facilities, \$3,777,032, and equipment, \$294,206, net of accumulated depreciation, \$(7,130,386), used in governmental activities are not current financial resources and therefore, are not reported at the fund level.	2,201,971
Long-term liabilities, including bonds payable, \$(16,555,000), bond premium, net, \$(236,743), bond discount, net, \$99,166, and note payable, \$(263,980), are not due and payable in the current period and therefore, are not reported at the fund level.	(16,956,557)
Deferred outflow of resources are not current financial resources and therefore, are not reported at the fund level.	342,342
Accrued interest expense for long-term debt is not a current financial use and therefore, is not reported at the fund level.	<u>(353,932)</u>
Net Position of Governmental Activities	<u><u>\$ (1,410,958)</u></u>

*See accompanying notes to financial statements.*

**Harmony Community Development District**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES –**  
**GOVERNMENTAL FUNDS**  
**For the Year Ended September 30, 2022**

	General	Debt Service 2014	Debt Service 2015	Total Governmental Funds
Revenues				
Special assessments	\$ 1,797,628	\$ 1,334,124	\$ 2,285,503	\$ 5,417,255
Charges for services	26,798	-	-	26,798
Investment earnings	26,415	69	53	26,537
Miscellaneous revenues	3,570	-	-	3,570
Total Revenues	<u>1,854,411</u>	<u>1,334,193</u>	<u>2,285,556</u>	<u>5,474,160</u>
Expenditures				
Current				
General government	276,158	-	-	276,158
Physical environment	1,760,169	-	-	1,760,169
Culture/recreation	55,809	-	-	55,809
Capital outlay	18,500	-	-	18,500
Debt service				
Principal	12,868	750,000	830,000	1,592,868
Interest	13,732	496,931	426,544	937,207
Other	-	14,562	9,980	24,542
Total Expenditures	<u>2,137,236</u>	<u>1,261,493</u>	<u>1,266,524</u>	<u>4,665,253</u>
Excess of revenues over/(under) expenditures	(282,825)	72,700	1,019,032	808,907
Other Financing Sources/(Uses)				
Insurance proceeds	<u>11,080</u>	<u>-</u>	<u>-</u>	<u>11,080</u>
Net change in fund balances	(271,745)	72,700	1,019,032	819,987
Fund Balances - October 1, 2021	<u>1,480,474</u>	<u>1,240,738</u>	<u>822,511</u>	<u>3,543,723</u>
Fund Balances - September 30, 2022	<u><u>\$ 1,208,729</u></u>	<u><u>\$ 1,313,438</u></u>	<u><u>\$ 1,841,543</u></u>	<u><u>\$ 4,363,710</u></u>

*See accompanying notes to financial statements.*

**Harmony Community Development District**  
**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND**  
**CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE**  
**STATEMENT OF ACTIVITIES**  
**For the Year Ended September 30, 2022**

Net Change in Fund Balances - Total Governmental Funds	\$ 819,987
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Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlay as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount that depreciation, \$(499,545), and disposal of capital assets, \$(8,085), exceeded capital outlay, \$18,500, in the current period.	(489,130)
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Governmental funds report bond discounts and premiums as other financing sources and uses. However, in the Statement of Activities, bond premiums and discounts are amortized over the life of the bonds. This is the amount that amortization of bond premiums, \$17,429, exceeded bond discounts, \$(9,917), in the current period.	7,512
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Repayment of note and bond principal is an expenditure in the governmental fund, but the repayment reduces long-term liabilities in the Statement of Net Position.	1,592,868
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The deferred outflow of resources for refunding of debt is recognized as a component of interest expense in the Statement of Activities, but not in the governmental funds. This is the amount of current year interest.	(31,658)
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In the Statement of Activities, interest is accrued on outstanding bonds; whereas in governmental funds, interest expenditures are reported when due. This is the net amount between the prior year and the current year accruals.	<div style="border-top: 1px solid black; border-bottom: 3px double black;">32,701</div>
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Change in Net Position of Governmental Activities	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$ 1,932,280</div>
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*See accompanying notes to financial statements.*

**Harmony Community Development District**  
**STATEMENT OF REVENUES, EXPENDITURES AND**  
**CHANGES IN FUND BALANCES – BUDGET AND ACTUAL –**  
**GENERAL FUND**

**For the Year Ended September 30, 2022**

	<b>Original Budget</b>	<b>Final Budget</b>	<b>Actual</b>	<b>Variance With Final Budget Positive (Negative)</b>
Revenues				
Special assessments	\$ 1,778,730	\$ 1,778,730	\$ 1,797,628	\$ 18,898
Charges for services	16,800	16,800	26,798	9,998
Investment earnings	2,814	2,814	26,415	23,601
Miscellaneous revenues	-	-	3,570	3,570
Total Revenues	<u>1,798,344</u>	<u>1,798,344</u>	<u>1,854,411</u>	<u>56,067</u>
Expenditures				
Current				
General government	276,306	319,306	276,158	43,148
Physical environment	1,434,702	1,821,156	1,760,169	60,987
Culture/recreation	57,000	57,000	55,809	1,191
Capital outlay	30,000	30,000	18,500	11,500
Debt service				
Principal	12,868	12,868	12,868	-
Interest	13,732	13,732	13,732	-
Total Expenditures	<u>1,824,608</u>	<u>2,254,062</u>	<u>2,137,236</u>	<u>116,826</u>
Excess of revenues over/(under) expenditures	(26,264)	(455,718)	(282,825)	172,893
Other Financing Sources/(Uses)				
Insurance proceeds	<u>-</u>	<u>-</u>	<u>11,080</u>	<u>11,080</u>
Net change in fund balances	(26,264)	(455,718)	(271,745)	183,973
Fund Balances - October 1, 2021	<u>1,392,636</u>	<u>1,155,721</u>	<u>1,480,474</u>	<u>324,753</u>
Fund Balances - September 30, 2022	<u><u>\$ 1,366,372</u></u>	<u><u>\$ 700,003</u></u>	<u><u>\$ 1,208,729</u></u>	<u><u>\$ 508,726</u></u>

*See accompanying notes to financial statements.*

**Harmony Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The financial statements of Harmony Community Development District (the "District") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

**1. Reporting Entity**

The District was established on February 28, 2000 by the Board of County Commissioners of Osceola County, Florida pursuant to Ordinance 00-05 created by the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), as a Community Development District. The District was established for the purposes of managing with a related tool of financing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or without the boundaries of the Harmony Community Development District. The District is governed by a five-member Board of Supervisors, who are elected for terms of four years. The District operates within the criteria established by Chapter 190, Florida Statutes.

The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility. Oversight responsibility includes, but is not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters. As required by GAAP, these financial statements present the Harmony Community Development District (the primary government) as a stand-alone government.

Based upon the application of the above-mentioned criteria as set forth in principles established by the Governmental Accounting Standards Board, the District has identified no component units.

**2. Measurement Focus and Basis of Accounting**

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

**a. Government-wide Financial Statements**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

**Harmony Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2. Measurement Focus and Basis of Accounting (Continued)**

**a. Government-wide Financial Statements (Continued)**

Governmental activities, which normally are supported by special assessments, developer assessments and interest, are reported separately from business-type activities. Program revenues include charges for services, and payments made by parties outside of the reporting government's citizenry if that money is restricted to a particular program. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

**b. Fund Financial Statements**

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

**Governmental Funds**

The District classifies fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

**Harmony Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2. Measurement Focus and Basis of Accounting (Continued)**

**b. Fund Financial Statements (Continued)**

**Governmental Funds (Continued)**

The District has various policies governing the fund balance classifications.

**Nonspendable Fund Balance** – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

**Restricted Fund Balance** – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

**Assigned Fund Balance** – This classification consists of the Board of Supervisors' intent for funds to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

**Unassigned Fund Balance** – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

**Fund Balance Spending Hierarchy** – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

**Harmony Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2. Measurement Focus and Basis of Accounting (Continued)**

**b. Fund Financial Statements (Continued)**

**Governmental Funds (Continued)**

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”. Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources were expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.



**Harmony Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**3. Basis of Presentation**

**a. Governmental Major Funds**

General Fund – The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Debt Service Fund 2014 – Accounts for the debt service requirements to retire certain capital improvement revenue bonds, which were used to finance the construction of District infrastructure improvements and finance certain additional improvements.

Debt Service Fund 2015 – Accounts for the debt service requirements to retire certain capital improvement revenues bonds, which were used to finance the construction of District infrastructure improvements and finance certain additional improvements.

**b. Non-current Governmental Assets/Liabilities**

GASB Statement 34 requires that non-current governmental assets, such as land and buildings, and non-current governmental liabilities, such as special assessment bonds, be reported in the governmental activities column in the government-wide statement of net position.

**4. Assets, Deferred Outflows of Resources, Liabilities and Net Position or Equity**

**a. Cash and Investments**

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

**Harmony Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**4. Assets, Deferred Outflows of Resources, Liabilities and Net Position or Equity (Continued)**

**a. Cash and Investments (Continued)**

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

Cash equivalents include time deposits and certificates of deposit with original maturities of three months or less and held in a qualified public depository as defined by Section 280.02, Florida Statutes.

**b. Restricted Net Position**

Certain net position of the District are classified as restricted assets on the statement of net position because their use is limited either by law through constitutional provisions or enabling legislation; or by restrictions imposed externally by creditors. In a fund with both restricted and unrestricted assets, qualified expenses are considered to be paid first from restricted net position and then from unrestricted net position.

**c. Capital Assets**

Capital assets, which include land and improvements, infrastructure, improvements other than buildings, recreational facilities, and equipment, are reported in the applicable governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of two years. The valuation basis for all assets is historical cost. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

**Harmony Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**4. Assets, Deferred Outflows of Resources, Liabilities and Net Position or Equity (Continued)**

**c. Capital Assets (Continued)**

Depreciation of capital assets is computed and recorded by utilizing the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows:

Infrastructure	10-30 years
Improvements other than building	10-20 years
Recreational facilities	15-30 years
Equipment	5-20 years

**d. Deferred Outflows of Resources**

Deferred outflow of resources is the consumption of net position by the government that is applicable to a future reporting period. Deferred amount on refunding is amortized and recognized as a component of interest expense over the life of the bond.

**e. Unamortized Bond Discounts/Premiums**

Bond discounts/premiums are presented on the government-wide financial statements. The costs are amortized over the life of the bonds using the straight-line method. For financial reporting, the unamortized bond discounts/premiums are netted against the applicable long-term debt.

**f. Budgets**

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general and debt service funds. As a result, deficits in the budget variance columns of the accompanying financial statements may occur.

**Harmony Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS**

**1. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position**

“Total fund balances” of the District’s governmental funds, \$4,363,710, differs from “net position” of governmental activities, \$(1,410,958), reported in the Statement of Net Position. This difference primarily results from the long-term economic focus of the Statement of Net Position versus the current financial resources focus of the governmental fund balances. The effect of the differences is illustrated below.

**Capital related items**

When capital assets (land, buildings, improvements, infrastructure, and equipment that are to be used in governmental activities) are purchased or constructed, the cost of those assets is reported as expenditures in governmental funds. However, the Statement of Net position included those capital assets among the assets of the District as a whole.

Land and improvements	\$ 8,991,508
Infrastructure	5,203,677
Improvements other than buildings	57,442
Recreational facilities	3,777,032
Equipment	294,206
Less: accumulated depreciation	<u>(7,130,386)</u>
Total	<u>\$ 11,193,479</u>

**Deferred outflows of resources**

Deferred outflows of resources applicable to the District’s governmental activities are not financial resources and therefore, are not reported at the fund level:

Deferred amount on refunding, net	<u>\$ 342,342</u>
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**Long-term debt transactions**

Long-term liabilities applicable to the District’s governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities (both current and long-term) are reported in the Statement of Net Position. Balances at September 30, 2022 were:

Bonds payable	\$ (16,555,000)
Bond premium, net	(236,743)
Bond discount, net	99,166
Note payable	<u>(263,980)</u>
Total	<u>\$ (16,956,557)</u>

**Harmony Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)**

**1. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position (Continued)**

**Accrued interest**

Accrued liabilities in the statement of net position differ from the amount reported in governmental funds due to accrued interest on bonds.

Accrued interest on bonds payable	\$ <u>(353,932)</u>
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**2. Explanation of Differences Between the Governmental Fund Operating Statements and the Statement of Activities**

The “net change in fund balances” for government funds, \$819,987, differs from the “change in net position” for governmental activities, \$1,932,280, reported in the Statement of Activities. The differences arise primarily from the long-term economic focus of the Statement of Activities versus the current financial resources focus of the governmental funds. The effect of the differences is illustrated as follows.

**Capital related items**

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the Statement of Activities, the costs of those assets is allocated over their estimated useful lives and reported as depreciation expense. As a result, fund balances decrease by the amount of financial resources expended, whereas net position decrease by the amount of depreciation charged for the year.

Depreciation	\$ (499,545)
Disposal of capital assets	(8,085)
Capital outlay	<u>18,500</u>
Net Change in Capital Related Items	<u>\$ (489,130)</u>

**Harmony Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)**

**2. Explanation of Differences Between the Governmental Fund Operating Statements and the Statement of Activities (Continued)**

**Long-term debt transactions**

Repayments of bond principal are reported as an expenditure in the governmental funds and, thus, have the effect of reducing fund balance because current financial resources have been used. At the government wide level, these payments are reflected as a reduction of bonds payable.

Debt principal payments	\$ 1,592,868
Bond premium amortization	17,429
Bond discount amortization	<u>(9,917)</u>
Total	<u><u>\$ 1,600,380</u></u>

Some expenses reported in the Statement of Activities do not require the use of current financial resources, therefore, are not reported as expenditures in governmental funds.

Net decrease in accrued interest payable	\$ 32,701
Decrease in deferred amount on refunding	<u>(31,658)</u>
Total	<u><u>\$ 1,043</u></u>

**Harmony Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE C – CASH AND INVESTMENTS**

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk; however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2022, the District's bank balance and the carrying value was \$1,450,953. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

As of September 30, 2022, the District had the following investments and maturities:

<u>Investment</u>	<u>Maturity</u>	<u>Fair Value</u>
Commercial Paper	N/A	<u>\$ 3,139,140</u>

The District categorizes its fair value measurements within the fair value hierarchy recently established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that use the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

Based on the criteria in the preceding paragraph, the investment listed above is a Level 1 asset.

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

**Harmony Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE C – CASH AND INVESTMENTS (CONTINUED)**

Credit Risk

The District's investments in treasury funds, commercial paper, and government loans are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices. As of September 30, 2022, the District's investments in Commercial Paper was rated A-1+ by Standard & Poor's.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. The investments in Commercial Paper are 100% of the District's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2022 were typical of these items during the fiscal year then ended. The District considers any decline in fair value for certain investments to be temporary.

**NOTE D – SPECIAL ASSESSMENT REVENUES**

Special assessment revenues recognized for the 2021-2022 fiscal year were levied in July 2021. All levies are due and payable on November 1 or as soon as the assessment roll is certified and delivered to the Tax Collector. Per Section 197.162, Florida Statutes discounts are allowed for early payment at the rate of 4% in November, 3% in December, 2% in January, and 1% in February. Amounts paid in March are without discount.

All unpaid assessments become delinquent as of April 1. Virtually all unpaid assessments are collected via the sale of tax certificates on, or prior to, June 1; therefore, there were no material amounts receivable at fiscal year end.



**Harmony Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE E – CAPITAL ASSETS**

Capital Asset activity for the year ended September 30, 2022 was as follows:

	Balance October 1, 2021	Additions	Deletions	Balance September 30, 2022
<u>Governmental Activities:</u>				
Capital assets, not depreciated:				
Land and improvements	\$ 8,991,508	\$ -	\$ -	\$ 8,991,508
Capital assets, being depreciated:				
Infrastructure	5,185,177	18,500	-	5,203,677
Improvements other than building	57,442	-	-	57,442
Recreational facilities	3,777,032	-	-	3,777,032
Equipment	306,487	-	(12,281)	294,206
Total Capital Assets, Being Depreciated	<u>9,326,138</u>	<u>18,500</u>	<u>(12,281)</u>	<u>9,332,357</u>
Less accumulated depreciation for:				
Infrastructure	(4,724,602)	(344,059)	-	(5,068,661)
Improvements other than building	(13,723)	(4,006)	-	(17,729)
Recreational facilities	(1,766,760)	(127,104)	-	(1,893,864)
Equipment	(129,952)	(24,376)	4,196	(150,132)
Total Accumulated Depreciation	<u>(6,635,037)</u>	<u>(499,545)</u>	<u>4,196</u>	<u>(7,130,386)</u>
Total Capital Assets Depreciated, Net	<u>2,691,101</u>	<u>(481,045)</u>	<u>(8,085)</u>	<u>2,201,971</u>
Governmental Activities Capital Assets	<u>\$ 11,682,609</u>	<u>\$ (481,045)</u>	<u>\$ (8,085)</u>	<u>\$ 11,193,479</u>

Depreciation, \$499,545, was charged to physical environment, \$356,505, and culture/recreation, \$143,040.

**NOTE F – LONG-TERM DEBT**

The following is a summary of the activity of long-term debt of the District for the year ended September 30, 2022:

Bonds Payable at October 1, 2021	\$ 18,135,000
Principal payments	<u>(1,580,000)</u>
Bonds Payable at September 30, 2022	16,555,000
Plus: bond premium, net	236,743
Less: bond discount, net	<u>(99,166)</u>
Bonds Payable, Net	<u>\$ 16,692,577</u>

**Harmony Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE F – LONG-TERM DEBT (CONTINUED)**

**Capital Improvement Revenue Refunding Bonds**

Long-term debt is comprised of the following:

\$13,945,000 Series 2014 Capital Improvement Revenue Refunding Bonds due in annual principal installments beginning May 2015, maturing in May 2032. Interest is due semi-annually on May 1 and November 1, beginning November 1, 2014, at a rate of 5% on the \$6,845,000 bonds, with a maturity date of May 1, 2025 and 5.25% on the \$7,100,000 bonds, with a maturity date of May 2032. Current portion is \$695,000. \$ 8,860,000

\$13,530,000 Series 2015 Capital Improvement Revenue Refunding Bonds due in annual principal installments beginning May 2016, maturing in May 2036. Interest is due semi-annually on May 1 and November 1, beginning November 1, 2015, at a rate of 3.75% on the \$1,225,000 bonds, with a maturity date of May 1, 2018, 4.75% on the \$3,590,000 bonds, with a maturity date of May 1, 2025, and 5.125% on the \$8,715,000 bonds, with a maturity date of May 2036. Current portion is \$390,000. 7,695,000

Total Bonds Payable at September 30, 2022 16,555,000

Plus: bond premium, net 236,743  
Less: bond discount, net (99,166)

Bonds Payable, Net at September 30, 2022 \$ 16,692,577

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2022 are as follows:

Year Ending September 30,	Principal	Interest	Total
2023	\$ 1,085,000	\$ 849,438	\$ 1,934,438
2024	1,140,000	796,163	1,936,163
2025	1,195,000	740,188	1,935,188
2026	1,260,000	681,500	1,941,500
2027	1,325,000	615,913	1,940,913
2028-2032	7,770,000	1,967,438	9,737,438
2033-2036	2,780,000	365,154	3,145,154
Totals	<u>\$ 16,555,000</u>	<u>\$ 6,015,794</u>	<u>\$ 22,570,794</u>

**Harmony Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE F – LONG-TERM DEBT (CONTINUED)**

Summary of Significant Bonds Resolution Terms and Covenants

The District levies special assessments pursuant to Chapter 170, Chapter 197 and Section 190.022, Florida Statutes and the assessment rolls are approved by resolutions of the District Board. The collections are to be strictly accounted for and applied to the debt service of the bond series for which they were levied. The District covenants to levy special assessments in annual amounts adequate to provide for payment of principal and interest on the bonds. However, payment of principal and interest is dependent on the money available in the debt service fund and the District's ability to collect special assessments levied.

The bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date, or in part on an interest payment date, without premium, together with accrued interest to the redemption date if monies are available to retire the debt in accordance with the provisions of the indenture.

The bond resolution and the trust indenture provide for the establishment of certain accounts and an order in which revenues are to be deposited into these accounts. The accounts include a construction, revenue, redemption, reserve, interest and prepayment account and are maintained by a trustee.

The bond indenture provides for Debt Service Reserve Funds, which shall be held by the Trustee separate and apart from all other funds. The following is a schedule of reserve requirements and balances in the reserve accounts at September 30, 2022:

<u>Capital Improvement Revenue Refunding Bonds</u>	<u>Reserve Balance</u>	<u>Reserve Requirement</u>
Series 2014	\$ 607,313	\$ 607,313
Series 2015	\$ 340,000	\$ 340,000

**Harmony Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE G – NOTE PAYABLE**

In October 2019, the District was conveyed property in exchange for future unpaid assessments. The assessments owed related to the property received was \$508,796 at the time of acquisition. The District will make annual debt service assessment payments on the property. The estimated value of the property at the time of conveyance was \$364,684.

The District established a note payable established in the amount of \$364,684. Scheduled payments are based on \$26,600 annually, over the life of the unpaid assessments on the Series 2015 Bonds. The effective interest rate of the Series 2015 Bonds was used as the interest rate of the established note payable (4.96%). The note payable will be reduced annually as payments are remitted from the General Fund to the Debt Service Fund.

The following is a summary of the activity for notes payable of the District for the year ended September 30, 2022:

Notes Payable at October 1, 2021	\$ 276,848
Principal payments	<u>(12,868)</u>
Notes Payable at September 30, 2022	<u>\$ 263,980</u>

The annual requirements to amortize the principal and interest of outstanding notes payable as of September 30, 2022 are as follows:

Year Ending September 30,	Principal	Interest	Total
2023	\$ 13,507	\$ 13,093	\$ 26,600
2024	14,177	12,423	26,600
2025	14,880	11,720	26,600
2026	15,618	10,982	26,600
2027	16,392	10,208	26,600
2028-2032	94,997	38,003	133,000
2033-2036	94,409	11,991	106,400
Totals	<u>\$ 263,980</u>	<u>\$ 108,420</u>	<u>\$ 372,400</u>

**NOTE H – RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. There were no claims or settled claims from these risks that have exceeded commercial insurance coverage over the past three years.

**NOTE I – SUBSEQUENT EVENT**

The District made prepayments on the Series 2014 and Series 2015 Bonds on November 1, 2022 of \$70,000 and \$1,165,000, respectively.



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## **INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
Harmony Community Development District  
Osceola County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements, as listed in the table of contents, of Harmony Community Development District, as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated March 17, 2023.

### **Report on Internal Control Over Financial Reporting**

In planning and performing our audit, we considered Harmony Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Harmony Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Harmony Community Development District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.



Berger, Toombs, Elam,  
Gaines & Frank  
Certified Public Accountants PL

To the Board of Supervisors  
Harmony Community Development District

### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Harmony Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

March 17, 2023



# Berger, Toombs, Elam, Gaines & Frank

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## MANAGEMENT LETTER

To the Board of Supervisors  
Harmony Community Development District  
Osceola County, Florida

### Report on the Financial Statements

We have audited the financial statements of the Harmony Community Development District as of and for the year ended September 30, 2022, and have issued our report thereon dated March 17, 2023.

### Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

### Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with *AICPA Professionals Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated March 17, 2023, should be considered in conjunction with this management letter.

### Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the preceding audit.

### Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not Harmony Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that Harmony Community Development District did not meet any of the conditions described in Section 218.503(1) Florida Statutes.



To the Board of Supervisors  
Harmony Community Development District

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for Harmony Community Development District. It is management's responsibility to monitor the Harmony Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same as of September 30, 2022.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

### **Specific Information**

The information provided below was provided by management and has not been audited; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Harmony Community Development District reported:

- 1) The total number of district employees compensated in the last pay period of the District's fiscal year: 0
- 2) The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year: 7
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: 0
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: \$540,142
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2021, together with the total expenditures for such project: Pool resurfacing - \$92,349.
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The budget was amended, see below.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, the Harmony Community Development District reported:

- 1) The rate or rates of non-ad valorem special assessments imposed by the District: \$464-\$4,365 for the General Fund and \$606-\$52,624 for Debt Service.
- 2) The amount of special assessments collected by or on behalf of the District: Total special assessments collected was \$5,417,255.
- 3) The total amount of outstanding bonds issued by the District and the terms of such bonds: Series 2014 \$8,860,000 matures May 2032 and Series 2015 \$7,695,000 matures May 2036.



To the Board of Supervisors  
Harmony Community Development District

	Original Budget	Actual	Variance with Original Budget Positive (Negative)
<b>Revenues</b>			
Special assessments	\$ 1,778,730	\$ 1,797,628	\$ 18,898
Charges for services	16,800	26,798	9,998
Investment earnings	2,814	26,415	23,601
Miscellaneous revenues	-	3,570	3,570
Total Revenues	<u>1,798,344</u>	<u>1,854,411</u>	<u>56,067</u>
<b>Expenditures</b>			
Current			
General government	276,306	276,158	148
Physical environment	1,434,702	1,760,169	(325,467)
Culture/recreation	57,000	55,809	1,191
Capital outlay	30,000	18,500	11,500
Debt service			
Principal	12,868	12,868	-
Interest	13,732	13,732	-
Total Expenditures	<u>1,824,608</u>	<u>2,137,236</u>	<u>(312,628)</u>
Excess of revenues over/(under) expenditures	(26,264)	(282,825)	(256,561)
Other Financing Sources/(Uses)			
Insurance proceeds	<u>-</u>	<u>11,080</u>	<u>11,080</u>
Net changes in fund balance	(26,264)	(271,745)	(245,481)
Fund Balances - October 1, 2021	<u>1,392,636</u>	<u>1,480,474</u>	<u>87,838</u>
Fund Balances - September 30, 2022	<u>\$ 1,366,372</u>	<u>\$ 1,208,729</u>	<u>\$ (157,643)</u>

**Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.



Berger, Toombs, Elam,  
Gaines & Frank  
Certified Public Accountants PL

To the Board of Supervisors  
Harmony Community Development District

**Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*Berger Toombs Elam  
Gaines + Frank*

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

March 17, 2023



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**INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE  
WITH SECTION 218.415, FLORIDA STATUTES**

To the Board of Supervisors  
Harmony Community Development District  
Osceola County, Florida

We have examined Harmony Community Development District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2022. Management is responsible for Harmony Community Development District's compliance with those requirements. Our responsibility is to express an opinion on Harmony Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Harmony Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Harmony Community Development District's compliance with the specified requirements.

In our opinion, Harmony Community Development District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2022.

*Berger Toombs Elam  
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

March 17, 2023

# **Subsection 5H**

## **Buck Lake**

## **Buck Lake Management and Cost Sharing Agreement**

This Buck Lake Management and Cost Sharing Agreement (this "**Agreement**") is made between the **Harmony Community Development District**, a special purpose unit of local government created pursuant to Chapter 190, Florida Statutes ("**Harmony**") and **Harmony West Community Development District**, a special purpose unit of local government created pursuant to Chapter 190, Florida Statutes ("**Harmony West**"). Harmony and Harmony West are referred to collectively as the "**Districts**".

### **Background Information:**

The residential communities within the Districts are being developed to offer a range of recreational facilities for the residents of the Districts. The Districts have been granted the power to operate and maintain conservation areas, mitigation areas, wildlife habitat, and parks and facilities for indoor and outdoor recreational, cultural, and educational uses for residents of the Districts pursuant to Chapter 190, Florida Statutes, and their respective enabling ordinances.

A recreational lake known as "**Buck Lake**" is located adjacent to the Districts and is depicted and described in **Exhibit A** attached hereto and also described in that certain Development Order for Birchwood Development of Regional Impact, adopted by the Board of County Commissioners for Osceola County, Florida on September 14, 1992, and recorded on February 16, 1995, in Book 1240, Page 1448, et. seq., of the Official Records of Osceola County, Florida, as amended from time to time. Buck Lake has been historically maintained for the primary benefit of the residents within the Districts to enjoy its recreational features and provide wildlife habitat. The Districts were grantees in an easement to access and use Buck Lake. Subsequently, and subject to the above referenced easement, Harmony West was the grantee in a special warranty deed and is the fee simple owner of Buck Lake.

It is in the best interest of the Districts to coordinate the use and enjoyment of Buck Lake for their residents and share the costs associated with the operation and maintenance of the Buck Lake as described in this Agreement pursuant to Section 190.011(12), Florida Statutes. Section 190.012(1)(g), Florida Statutes provides that a district may operate and maintain facilities outside of its boundaries so long as the project is the subject of an agreement between the district and a governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located. This Agreement shall serve as such agreement and the proposed operation and maintenance of Buck Lake is consistent with Osceola County's comprehensive plan.

**NOW, THEREFORE**, based upon good and valuable consideration and mutual covenants of the parties hereinafter recited, it is agreed as follows:

1. **Incorporation of Background Information and Exhibit.** The foregoing Background Information and exhibit are true and correct and are hereby incorporated into this Agreement by this reference.
2. **Effective Date and Term of Agreement:** This Agreement shall commence and become effective upon the date of the last district's execution. This Agreement shall continue in full force and effect in perpetuity.

**3. Ancillary Infrastructure related to Buck Lake.**

- a. This Agreement is solely related to Buck Lake and not any “**Ancillary Infrastructure**” located adjacent to Buck Lake (including, but not limited to, access points, piers, docks, boardwalks, boats, boat ramps, parking and other such infrastructure).
- b. The Districts or other parties shall be responsible for operating, maintaining, repairing, replacing their portion of the Ancillary Infrastructure.

**4. Buck Lake Committee.**

- a. Harmony West shall create a Buck Lake Committee, that is advisory and has no decision-making authority, and be responsible for advertising any workshops or meetings of the committee. Additionally, Harmony West will be responsible for all administrative tasks associated with such committee including preparing minutes and maintaining public records.
- b. Harmony’s and Harmony West’s board of supervisors shall each appoint one of their supervisors to the committee. There shall be no other committee members.
- c. The Buck Lake Committee shall meet at least once a year (no later than May 1 of each year) to:
  - i. present a review of prior year financial activity
  - ii. confirm current year treatment plans and funding status
  - iii. Coordinate with vendors and staff to come up with a good faith estimate of the costs for the next fiscal year (“**Projected Costs**”) for the following services (“**Maintenance Services**”):
    - 1. Management of aquatic plant control (including, but not limited to, chemicals, labor, and equipment necessary for aquatic plant control)
    - 2. Installation or management of beneficial aquatic plantings
    - 3. Installation, repair, or replacement of directional or informational signage
    - 4. Management of nuisance animals or vegetation
    - 5. Repair or replacement of pond bank erosion
    - 6. Inspection, regulation, and management of the water quality
    - 7. Inspections and actions required for compliance of any applicable permit or regulatory requirements
    - 8. Any other services determined to be needed
  - iv. Propose, review, and make proposed updates or modifications to a “**Buck Lake Management Plan**” as further described below
  - v. Propose, review, and make proposed updates or modifications to the “**Buck Lake Policies**” as further described below
- d. The Buck Lake Committee shall submit the proposed Buck Lake Management Plan to Harmony and Harmony West.
- e. Harmony and Harmony West shall be responsible for directing and supporting the Buck Lake Committee and assisting with disbursement of information and encouraging education opportunities that promote sound environmental stewardship.

**5. Buck Lake Management Plan.**

- a. At a minimum the Buck Lake Management Plan shall include:
  - i. review of current conditions (including pond bank and any erosion concerns)
  - ii. identify aquatic plant species targeted for control
  - iii. proposed treatments

- iv. Projected Costs of the Maintenance Services
- v. contingency provisions
- b. The Districts shall adopt the Buck Lake Management Plan at a public meeting each year (either separately or at a joint meeting).
- c. No later than June 1 of each year, Harmony's and Harmony West's district manager shall certify in writing to each other the status of their district's adoption of the Buck Lake Management Plan.

**6. Budgeting for Projected Costs.**

- a. During the budget process for each fiscal year (beginning for the fiscal year of the Districts starting on October 1, 2020), Harmony's and Harmony West's board of supervisors will each adopt an annual budgeted amount to fund 50% of the Projected Costs for the Maintenance Services for Buck Lake and levy special assessments or allocate available funds to provide funding for such budgeted line item.
- b. Within 10 days after the adoption of the final budget for each fiscal year, Harmony's and Harmony West's district manager shall certify in writing to each other the amount of funds that have been appropriated for the upcoming fiscal year.

**7. Cost sharing.**

- a. Beginning for the fiscal year of the Districts starting on October 1, 2020, the Districts will each be responsible for 50% of the Maintenance Services for that fiscal year. At least 30 days prior to Harmony West scheduling any Maintenance Services to be performed, Harmony West shall provide to Harmony, via email or at the address listed below in the notice section, an itemized invoice that is properly dated, describes the services to be performed, and shows the actual costs associated with the services to be performed.
  - i. Notwithstanding the above, for non-routine Maintenance Services that are time sensitive and for areas 20 acres or less in size, Harmony West may schedule any Maintenance Services to be performed as soon as practicable and provide to Harmony notice of such services (along with an invoice) as soon as practicable.
- b. Harmony shall make payment to Harmony West within 30 days of receipt of an invoice from Harmony West. Payment shall be made payable to the "Harmony West Community Development District" at the address listed below in the notice section.
- c. In the event of a disagreement over the services performed or to be performed or the actual costs thereof, the performance of future services by Harmony West may be halted or withheld until agreement is reached between the Districts and the agreed upon actual costs are paid to Harmony West.
- d. If unforeseen circumstances cause the appropriated funds to be deficient and there are services required for the health, safety, and welfare then the Districts shall coordinate and come to an agreement on how to proceed and fund those necessary services.

**8. Maintenance of Buck Lake.**

- a. Harmony West may utilize third party vendors or its field management team (if any) in providing the Maintenance Services within the annual budget amounts.
- b. The Maintenance Services shall be performed in a timely and professional manner, in accordance with level of service standards established by the Buck Lake Management Plan and in accordance with local, State and Federal laws, rules, governmental regulations, ordinances, and best management practices.

- c. Harmony and Harmony West retain the right to fund independently and provide supplemental maintenance services of Buck Lake at their discretion, providing such activities are supported by best lake management practices for these public services and approved by Harmony West.
  - i. If either Harmony or Harmony West chooses to exercise these rights, the other district has no obligation to provide matching or supplemental funding.
  - ii. In the event that either Harmony or Harmony West chooses to independently provide and fund such services, the district agrees to provide notice to the other district at least 30 days prior to the commencement of any services.

**9. Buck Lake Policies.**

- a. The Buck Lake Committee shall be responsible for creating policies and/or regulations of which are applicable to the use of Buck Lake as such policies and/or regulations may be amended from time to time ("**Buck Lake Policies**").
- b. At a minimum the Buck Lake Policies will:
  - i. Prohibit gas-powered boats for purposes other than rescue operations.
  - ii. Not treat residents of Harmony differently from residents of Harmony West.
- c. The Districts shall adopt the Buck Lake Policies at a public meeting each year (either separately or at a joint meeting).
- d. No later than June 1 of each year, Harmony's and Harmony West's district manager shall certify in writing to each other the status of their district's adoption of the Buck Lake Policies.
- e. The Districts shall coordinate and ensure that their residents and their guests follow the Buck Lake Policies.

**10. Compliance with Governmental Oversight and Reporting.** The Districts shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder, including those now in effect and hereafter adopted. Within 3 business days following receipt, any district shall each promptly deliver and provide to the other district copies of any governmental notice of non-compliance, violation, warning, letters, electronic or other communication or inquiry of any type or kind relating to Buck Lake.

**11. Relationship.** The Districts are not partners, joint ventures', employees or agents of the other district, and no one district shall have the authority to bind the other district.

**12. Governmental Disputes and Enforcement of Agreement.**

- a. In the event that either district is dissatisfied with the management or maintenance of Buck Lake or has any other disputes regarding Buck Lake, such district shall communicate in writing to the other district with their specific concerns.
- b. The Buck Lake Committee shall meet and provide recommendations to resolve any issues. The recommendations will be sent to the Districts for their review.
- c. Any disputes between the Districts shall be resolved in accordance with the Florida Governmental Conflict Resolution Act as outlined in Chapter 164, Florida Statutes, as it may be amended from time to time.
- d. Only after first attempting to resolve any disputes pursuant to the Florida Governmental Conflict Resolution Act, a district may avail themselves of any otherwise available legal rights. In the event either district is required to enforce this Agreement or any provision



hereof by court proceedings or otherwise, then the prevailing district shall be entitled to recover from the non-prevailing district all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

- e. Neither Districts nor any other person shall have the right to compel either district to exercise any action to utilize its ad valorem taxing power to increase legally available funds, or compel any other public authority or governmental body, to pay any amounts required to be paid pursuant to this Agreement.

**13. Governing Law.** This agreement shall be governed by Florida law with venue in Osceola County, Florida.

**14. Public Records.** The Districts understand and acknowledge that all documents of any kind relating to this Agreement may be subject to Chapter 119, Florida Statutes, Florida's Public Records law, and shall be treated as such by the Districts in accordance with Florida law. As such, the Districts shall comply with any applicable laws regarding public records, including but not limited to the provisions of Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Records substantiating expenditures on behalf of the maintenance of Buck Lake shall be made available within 10 business days following receipt of request.

**15. No Assumption of Liability.** Neither district, its officers, employees and agents shall be deemed to assume any liability for the acts, omissions and negligence of the other district, its officers, employees and agents.

**16. No Waiver of Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the Districts, including their supervisors, officers, agents and employees, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefits of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**17. Notices:** Whenever either party gives notice to the other, notice shall be sent to the addresses listed below. The Districts may change, by written notice as provided herein, the addresses or persons for receipt of notices or payments.

If to Harmony:	c/o InfraMark, LLC 313 Campus Street Celebration, Florida 34747
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If to Harmony West:	c/o Wrathell Hunt & Associates, LLC 2300 Glades Road Suite 410W Boca Raton, Florida 33431
---------------------	--

**18. Insurance.** Harmony and Harmony West shall carry Commercial General Liability Insurance covering such district's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability arising out of or related to

this Agreement. Harmony and Harmony West shall provide the other district with the Certificate of Insurance evidencing compliance with this requirement. No district's certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within 30 days of prior written notice to the other district.

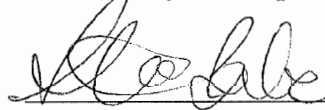
19. **No Violation of Bond Covenants.** Nothing contained in this Agreement shall operate to violate any of the covenants set forth in any document related to either Harmony or Harmony West issuance of tax-exempt bonds either in the past or in the future (the "**Bond Documents**"). In the event any or all of the obligations contained in this Agreement would constitute a violation of either district's bond covenants, trust indenture or other Bond Documents, as may be supplemented from time to time, the Districts agree to negotiate revisions to this Agreement to avoid such violations while maintaining the Districts' intent in entering into this Agreement.
20. **Non-Waiver.** No waiver of any covenant or condition of this Agreement by any district shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this Agreement.
21. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
22. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by the Districts.
23. **Assignments:** Neither Harmony nor Harmony West may assign this Agreement, nor any interest arising herein, without the written consent of the other.
24. **Ownership of Buck Lake is Non-Transferable.** Harmony West may not transfer its ownership interest in Buck Lake.
25. **Third Party Beneficiaries.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Districts. This Agreement is solely for the benefit of the Districts and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the Districts any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Districts and their respective representatives, successors, and assigns.
26. **Interpretation.** This Agreement has been negotiated fully between the Districts as an arms length transaction. The Districts participated fully in the preparation of this Agreement. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Districts are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either district.
27. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument

**28. Authority to Enter into this Agreement.** The execution of this Agreement has been duly authorized by the board of supervisors of the Districts, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

**29. Entire Agreement.** This Agreement constitutes the entire agreement between the Districts with respect to its subject matter and all negotiations, undertakings, representations, warranties, inducements, and obligations are merged into this agreement.

**IN WITNESS WHEREOF**, the Districts have approved and executed this Agreement on the dates written below.

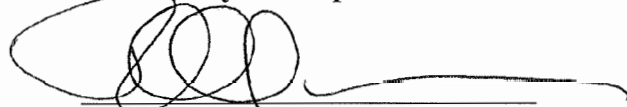
**Harmony  
Community Development District**



Steve Berube  
Chair of the Board of Supervisors

Date: 7/25/2019

**Harmony West  
Community Development District**



Richard Jerman  
Chair of the Board of Supervisors

Date: 8/27/19

# Buck Lake Committee Report

Below is the Agenda for the Annual Meeting of the Buck Lake Committee-Recommendations in red

1. Call to Order/Roll Call
2. Review of Minutes from March 17, 2022 Committee Meeting-Recognize minutes as amended
3. Review of Annual Meeting Committee Items
  - A. Financial Activity for Fiscal Year 2023-Still in process-HCDD will not pay for missed months. Respective District Managers are conferring on this.
  - B. Current Year Treatment Plans-No recommended changes from 2022 Treatment Plan-Lake looks good. During the March 16<sup>th</sup> review of Buck Lake it was noted that there were no hyacinths or Cuban bullrush and the torpedo grass has been knocked back.
  - C. Buck Lake Management Plan-No recommended changes to the Buck Lake Management Plan
  - D. Buck Lake Policies-No recommended changes to the Buck Lake Policies
4. Evaluation of Maintenance Services for Fiscal Year 2024-

**ACTION RECOMMENDED**--Board approval to continue with Bio-Tech at the cost of \$1,200/treatment (\$600/treatment for HCDD share) for monthly treatments. (No change in cost)

**ACTION RECOMMENDED**--Board approval of an NTE of \$1750 for General Project Coordination with proviso that HCDD and HWCDD must agree to any services prior to authorizing any services under this line item.
5. Committee Comments/Requests-None
6. Next Meeting Date: March 21, 2024 at 10:00 A.M. Agreed
7. Adjournment

**HARMONY WEST**

**COMMUNITY DEVELOPMENT DISTRICT**

**&**

**HARMONY**

**COMMUNITY DEVELOPMENT DISTRICT**

**March 16, 2023**

**BUCK LAKE COMMITTEE**

**MEETING AGENDA**

**BUCK LAKE COMMITTEE**

**AGENDA  
LETTER**

**Harmony West Community Development District and  
Harmony Community Development District  
Buck Lake Committee**

**OFFICE OF THE DISTRICT MANAGER**

**2300 Glades Road, Suite 410W • Boca Raton, Florida 33431**

**Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013**

March 9, 2023

**ATTENDEES:**

Please identify yourself each  
time you speak to facilitate  
accurate transcription of  
meeting minutes.

Committee Members

Harmony West Community Development District (HWCD) & Harmony Community Development District (HCDD)

Dear Committee Members:

The Members of Buck Lake Committee will hold a Meeting on March 16, 2023 at 10:00 a.m., at Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744. The agenda is as follows:

1. Call to Order/Roll Call
2. Review of Minutes from March 17, 2022 Committee Meeting
3. Review of Annual Meeting Committee Items
  - A. Financial Activity for Fiscal Year 2023
  - B. Current Year Treatment Plans
  - C. Buck Lake Management Plan
  - D. Buck Lake Policies
4. Evaluation of Maintenance Services for Fiscal Year 2024
5. Committee Comments/Requests
6. Next Meeting Date: March 21, 2024 at 10:00 A.M.
7. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Daniel Rom at (561) 909-7930.

Sincerely,



Cindy Cerbone

HWCD District Manager

**TO ATTEND BY TELEPHONE**

**CALL-IN NUMBER: 1-888-354-0094**

**PARTICIPANT PASSCODE: 528 064 2804**

# **BUCK LAKE COMMITTEE**

**2**



**MINUTES OF MEETING  
HARMONY WEST CDD & HARMONY CDD  
BUCK LAKE COMMITTEE**

The Members of Buck Lake Committee held a Meeting on March 17, 2022 at 10:30 a.m., at Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744.

**Present were:**

Cindy Cerbone	Harmony West CDD District Manager
Daniel Rom (via telephone)	Wrathell, Hunt and Associates, LLC (WHA)
Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC (WHA)
Jere Earlywine (via telephone)	Harmony West CDD District Counsel
Meredith Hammond (via telephone)	Harmony West CDD District Counsel
Chris Tyree (via telephone)	Harmony West CDD Representative
Angel Montagna (via telephone)	Harmony CDD District Manager
Teresa Kramer	Harmony CDD Representative
Jay Baker (via telephone)	Bio-Tech Consulting

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Cerbone called the meeting to order at 10:36 a.m. Harmony CDD (HCDD) Board Member representative Teresa Kramer was present in person. Harmony West CDD (HCDD) Board Member representative Chris Tyree was attending via telephone.

**SECOND ORDER OF BUSINESS**

**Review of Minutes from October 21, 2021  
Committee Meeting**

Ms. Cerbone stated the Committee Meeting minutes were previously emailed to Ms. Kramer, who subsequently submitted edits, which are reflected in the enclosed redlined or blacklined version. It was agreed by the Committee that the minutes would be amended [as submitted in the red-lined version](#), placed in final form and presented at the HCDD and HCDD meetings for approval.

March 17, 2022

**THIRD ORDER OF BUSINESS**

**Review of Annual Meeting Committee  
Items**

Ms. Cerbone opined that the perfect time to meet would be in March of each year, if the Committee Members were amenable. There were no objections.

**A. Financial Activity for Fiscal Year 2021**

Ms. Cerbone stated both the HWCDD and HCDD Committee Members and their respective Boards agreed to split the Bio-Tech Consulting Inc. (Bio-Tech) consulting and management costs. She called attention to the invoices included in the agenda packet. The first is HWCDD's bill to HCDD for 50% of the Bio-Tech charges. The other three BTCL invoices are for services rendered in April, May and August 2021. Mr. Rom confirmed that HCDD's payment in the amount of \$1,420 was received.

**B. Current Year Treatment Plans and Funding Status**

Ms. Cerbone presented the Agreement for Environmental Maintenance Services between HWCDD and BTCL in which both Committee Members previously agreed to recommend to their respective Boards; the Agreement was executed. Ms. Cerbone called attention to Section 5, on Page 3, entitled "Compensation; Term" and asked Ms. Kramer to voice her concerns regarding lake maintenance services.

Ms. Kramer stated she recently surveyed the lake and saw no evidence of any treatment; rather, several large banks of hyacinths have formed and Cuban bullrush has grown substantially along with torpedo grass. She asked Mr. Baker when treatment would occur. Mr. Baker stated that treatment has yet to commence, as Bio-Tech is awaiting approval for the initial treatment. Mr. Tyree stated that they were good with lake maintenance starting, the only thing that was held up was maintenance of the canal which, was delayed because he wanted to make sure that the construction crews completed work behind the 60' lot section; Bio-Tech could commence lake maintenance. Mr. Baker would schedule the initial treatment of the lake within two weeks.

Ms. Cerbone stated HWCDD will pay all the maintenance expenses for Fiscal Year 2022. Regarding Fiscal Year 2023, specifically in the Agreement with HCDD and HWCDD, which addresses the cost-sharing and sending invoices, Ms. Cerbone proposed sending invoices on a

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March 17, 2022

quarterly basis, after confirming the service has been performed, as it would be more efficient sending monthly invoices. The only missing invoice will be the \$1,200 December invoice. Asked if this was acceptable, Ms. Montana, Ms. Kramer and Mr. Tyree had no objections to Ms. Cerbone's suggestion.

**C. Buck Lake Management Plan**

Ms. Cerbone stated the Buck Lake Management Plan must be reviewed annually. She asked if there were any questions or updates about the Plan that might be requested and/or recommendations from Mr. Baker. Mr. Baker stated, once Bio-Tech commences maintenance, it could better identify what changes are needed but the plan is currently valid as it is. Ms. Kramer stated, although maintenance is pending, she had not noticed any other invasives that need to be treated and voiced her opinion that the current Plan is sufficient. Mr. Tyree stated he was fine with the Plan.

**D. Review of Buck Lake Policies**

Ms. Cerbone presented the HCDD & HWCDD Joint Policies For Use of Buck Lake and stated the verbiage was fine-tuned from the HCDD policies, with a few added items. The document has not changed since the October meeting. She asked if the Committee wanted to make any changes to the Policies. Mr. Tyree had no changes. Ms. Kramer noted a few minor spacing errors that she would address with Ms. Cerbone after the meeting. She stated the part of Item #4 regarding exceptions for motorized boats. She felt it is appropriate to retain the word "rescue" but clarified that HCDD only towed boats and it would be Osceola County Fire/Rescue that would be doing any actual rescues of individuals.

When Ms. Cerbone asked about noticing some type of trolling activity on the lake, Ms. Kramer stated HCDD staff noticed that some vessels are being put in more on the north side of the lake, in the areas that are preparing to be developed. It appears that an individual has been putting in smaller boats with electric trolling motors on the lake and, although they would be in compliance, she was not sure if HWCDD is aware that someone has been traversing its lands to put boats in. Mr. Tyree stated nobody should be using the northern side without his permission and no one sought permission for fishing purposes; anyone traversing on the northern property without his consent is trespassing and would be prosecuted. Ms. Cerbone asked Mr. Rom to

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**HARMONY WEST CDD & HARMONY CDD  
BUCK LAKE COMMITTEE**

**March 17, 2022**

inform Mr. Mark Hills of this issue and advised Ms. Kramer to promptly email Mr. Tyree and Mr. Hills the next time HCDD staff notices such activity. Ms. Kramer agreed to ask HCDD staff to do so.

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**FOURTH ORDER OF BUSINESS**

**Evaluation of Maintenance Services for  
Fiscal Year 2023**

Regarding whether this related to consulting management services and not maintenance, Mr. Rom stated it relates to both management/consulting and maintenance. Ms. Cerbone stated that the email exchange between Management's office and Mr. Baker is indicative of Management Consulting/Coordination and Mr. Baker's position in the email was that the CDD does not need to have an on-going Aquatic Management Consulting Agreement but rather have a general coordination for meetings and correspondence, in a not-to-exceed amount of \$3,300, based on 20 hours at \$165 per hour.

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Ms. Cerbone asked Committee Members if they were comfortable recommending Mr. Baker's request to their respective Boards. Mr. Tyree and Ms. Kramer had no objections. In response to Mr. Rom's question regarding the need for a new agreement, Mr. Earlywine stated a new agreement may be easier than an amendment. Ms. Cerbone stated Staff would draft and send an amended agreement to Ms. Montagna and Ms. Kramer and it would be considered at the next HCDD meeting.

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**FIFTH ORDER OF BUSINESS**

**Committee Comments/Requests**

There were no Committee comments or requests.

**SIXTH ORDER OF BUSINESS**

**Next Meeting Date**

Ms. Cerbone stated that the next meeting would be held on March 16, 2023 at 11:00 a.m., instead of 10:30 a.m.

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**SEVENTH ORDER OF BUSINESS**

**Adjournment**

**HARMONY WEST CDD & HARMONY CDD  
BUCK LAKE COMMITTEE**

**March 17, 2022**

There being nothing further to discuss, the meeting adjourned at 11:00 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**HARMONY WEST CDD & HARMONY CDD  
BUCK LAKE COMMITTEE**

**March 17, 2022**

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Secretary/Assistant Secretary

---

Chair/Vice Chair

# **BUCK LAKE COMMITTEE**

# **3A**

# INVOICE

**DATE:** 27-Feb-2023  
**INVOICE #** 022723  
**FOR:** *Buck Lake Cost  
Shared Expenses*

Harmony CDD  
3500 Harmony Square Drive W.  
Harmony, FL 34773

Make all checks payable to Harmony West CDD





(877) 894-5969 | [www.bio-techconsulting.com](http://www.bio-techconsulting.com)

**\*\*\*We appreciate your business!\*\*\***



(877) 894-5969 | [www.bio-techconsulting.com](http://www.bio-techconsulting.com)

**\*\*\*We appreciate your business!\*\*\***



# Bio-Tech Consulting Inc.

Environmental and Permitting Services

3025 E. South Street | Orlando, FL 32803

(407) 894-5969 | info@btc-inc.com

(877) 894-5969 | www.bio-techconsulting.com

## Invoice

Invoice #: 171576

Invoice Date: 1/22/2023

Project Manager: JEB

Project #: 1277-01 Ha...

Contract #: 21-1034

### Bill To:

Harmony West CDD Buck Lake  
2300 Glades Rd  
Suite 410W  
Boca Raton, FL 33431

Project Name: Harmony West Buck Lake  
(21-1034)

Terms:

Net 30

Date	Item #	Description	Contract	Rate	Prev	Qty	Total %	Amount
	75-03	Initial Maintenance	3,500.00	3,500.00	3,500.00	0	100.00%	0.00
	75-10	Monthly Maintenance - Lakeshore	14,400.00	1,200.00	4,800.00	2	50.00%	2,400.00
12/20/2022	75-10	Monthly Maintenance - Lakeshore				1		
11/15/2022	75-10	Monthly Maintenance - Lakeshore				1		

Current Charges \$2,400.00

Payments/Credits \$0.00

Invoice Total \$2,400.00

\*\*\*We appreciate your business!\*\*\*

## Daniel Rom

---

**From:** Montagna, Angel <Angel.Montagna@inframark.com>  
**Sent:** Wednesday, March 08, 2023 10:18 AM  
**To:** Daniel Rom; Teresa Kramer  
**Subject:** RE: Minutes for Buck Lake Cmt on March 17, 2022

Daniel – Please see the dates of treatment from Bio-Tech.

- March 30, 2022.
- April 29, 2022.
- May 27, 2022.
- June 28, 2022.
- **July and August 2022: Bio-tech had problem with their boat engine and informed us through email that they will be not billing us both months.**
- September 13, 2022.
- November 29, 2022.
- **December 2022, no record.**

**From:** Daniel Rom <romd@whhassociates.com>  
**Sent:** Wednesday, March 8, 2023 10:15 AM  
**To:** Teresa Kramer <teresa@harmonycdd.org>  
**Cc:** Montagna, Angel <Angel.Montagna@inframark.com>  
**Subject:** RE: Minutes for Buck Lake Cmt on March 17, 2022

**WARNING:** This email originated outside of Inframark. Take caution when clicking on links and opening attachments.

Ok.

Thanks,

Daniel Rom  
District Manager  
E-Mail: [romd@whhassociates.com](mailto:romd@whhassociates.com)  
Wrathell, Hunt and Associates, LLC  
[2300 Glades Road, Suite 410W](#)  
[Boca Raton, FL 33431](#)  
Phone: 561.571.0010  
Toll Free: 877.276.0889  
Fax: 561.571.0013  
Cell: 561.909.7930  
[www.whhassociates.com](http://www.whhassociates.com)

## Daniel Rom

---

**From:** Teresa Kramer <teresa@harmonycdd.org>  
**Sent:** Wednesday, March 08, 2023 10:38 AM  
**To:** Daniel Rom; (ims) Montagna, Angel  
**Subject:** Re: Bio-tech

This was the Feb 2023 trtmt. None in Jan 2023 and apparently none in Dec 2022. We had a serious build up of hyacinths in our canal

Get [Outlook for Android](#)

---

**From:** Teresa Kramer <teresa@harmonycdd.org>  
**Sent:** Wednesday, March 8, 2023 10:30:56 AM  
**To:** Daniel Rom <romd@whhassociates.com>; (ims) Montagna, Angel <Angel.Montagna@inframark.com>  
**Subject:** Fwd: Bio-tech

Get [Outlook for Android](#)

---

**From:** Perez, Brett <Brett.Perez@inframark.com>  
**Sent:** Tuesday, February 28, 2023 2:32:03 PM  
**To:** Teresa Kramer <teresa@harmonycdd.org>; Kerul Kassel <Kerul@harmonycdd.org>; Dan Leet <Dan@harmonycdd.org>; Jo Phillips <Jo@harmonycdd.org>  
**Cc:** Castillo, Jeison <jeison.castillo@inframark.com>; Montagna, Angel <Angel.Montagna@inframark.com>  
**Subject:** Fwd: Bio-tech

Good Afternoon,  
Please see the email below from Jeison. Bio-Tech completed treatments today on Buck Lake. Thank you.

Get [Outlook for iOS](#)

---

**From:** Castillo, Jeison <jeison.castillo@inframark.com>  
**Sent:** Tuesday, February 28, 2023 1:19:27 PM  
**To:** Perez, Brett <Brett.Perez@inframark.com>; Montagna, Angel <Angel.Montagna@inframark.com>  
**Subject:** Bio-tech

Good afternoon Brett,  
Just an updated. They are here spraying, please see pictures attached. There is also someone out in the lake. They said we will see the difference after the 2nd-3rd spray.

Thank You,

Jeison Castillo | Field Services Manager



7360 Five Oaks Dr. | Harmony FL 34773

**Office:** 1.407.566.1935 | **Mobile:** 1-407-861-4460 | [www.inframarkims.com](http://www.inframarkims.com)















# **BUCK LAKE COMMITTEE**

**3B**

January 17, 2023

Cindy Cerbone  
**Wrathell, Hunt and Associates, LLC - Boca Raton**  
2300 Glades Road  
#410W  
Boca Raton, Florida 33431

**Proj: Harmony West Buck Lake - Maintenance**  
**Re: Proposal for Environmental Services - (BTC Proposal No. 23-093)**

Dear Cindy:

Bio-Tech Consulting, Inc. (BTC) is pleased to provide this proposal for environmental services associated with Harmony West Buck Lake - Maintenance in Osceola County. If you would like BTC to proceed with the scope outlined herein, please sign the signature block, complete the billing information section and initial where provided, then return to my attention.

Should you have any questions or require any additional information, please do not hesitate to contact this office at (407) 894-5969 or toll free at (877) 894-5969. Thank you.

Regards,  
Jay Baker  
Director

Orlando: Main Office  
3025 East South Street  
Orlando, FL 32803

Jacksonville Office  
11235 St Johns Industrial Pkwy N  
Suite 2  
Jacksonville, FL 32246

Tampa Office  
6011 Benjamin Road  
Suite 101B  
Tampa, FL 33634

Vero Beach Office  
4445 N A1A  
Suite 221  
Vero Beach, FL 32963

Key West Office  
1107 Key Plaza  
Suite 259  
Key West, FL 33040

Land & Aquatic  
Management Operations  
3825 Rouse Road  
Orlando, FL 32817

407.894.5969  
877.894.5969  
407.894.5970 fax

**PROPOSAL FOR ENVIRONMENTAL SERVICES  
HARMONY WEST BUCK LAKE - MAINTENANCE  
BTC PROPOSAL No. 23-093**

**1. MAINTENANCE MONTHLY - LAKESHORES (75-10)**

This task will consist of herbicide treatment of nuisance and invasive exotic vegetation from the lakeshore areas. Maintenance events will occur monthly.

**NOTES:** monthly=\$14,400.00 annually

**Event Price:** \$1,200.00

**2. GENERAL PROJECT COORDINATION (65-0)**

Project coordination will cover any requested reports, meetings, telephone calls, or other consultation as needed for the project.

**Hourly Not to Exceed Total Price:** \$1,750.00

INITIAL:                      (BTC)                      (Client)

**Bio-Tech Consulting, Inc.**  
**Time & Materials Schedule**

Expert Witness	\$350.00-\$400.00/Hour
President, John Miklos	\$250.00/hour
Vice President/Directors	\$175.00/Hour
Project Manager	\$150.00/Hour
Wildlife Specialist	\$140.00/Hour
Field Biologist	\$130.00/Hour
Field Technician	\$105.00/Hour
GIS	\$110.00/Hour
Administrative	\$65.00/Hour
Materials Cost	Cost + 12%

Bio-Tech Consulting's company policy requires that the Proposal for Services must be executed and returned via fax, email or post prior to initiation of any work associated with this scope and/or project. The client will only be billed for the tasks and/or hours completed. Fees and all other charges will be billed monthly or as the work progresses and the net amount shall be due at the time of invoicing. Any Time and Materials work is based on the above rates and any actual costs incurred. Any work requested outside of this Proposal for Services described above would require either an additional contract or authorization for Time and Materials. Please note that the hourly rates are subject to the current year's pricing. Any balance remaining unpaid after 30 days of initial invoicing will be subject to an interest charge of 12% APR (not to exceed the maximum rate allowable by law). The client agrees that any balance remaining unpaid after 90 days from the date of the initial invoicing shall be deemed in default. The client further agrees that in the event payment is not made and the amount is referred to a Collection Agency and/or an attorney, to pay all cost of collection, including but not limited to, all collection agency fees, attorney's fees, paralegal fees, court costs, and investigative fees. It is also agreed that if legal action is necessary to collect on the account, the State of Florida, Orange County, will retain jurisdiction and venue over the matter. Client confirms project limits as outlined/illustrated in this agreement, accepts the general conditions attached herein and agrees that Bio-Tech Consulting, Inc., and its staff and assigns, have full access to the identified property, for the purposes of completing the tasks identified in the above Proposal for Services.

**MUTUALLY UNDERSTOOD AND AGREED:**

  
\_\_\_\_\_  
**John Miklos, President**  
**Bio-Tech Consulting, Inc.**

January 17, 2023

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Signatory**

\_\_\_\_\_  
**Date**

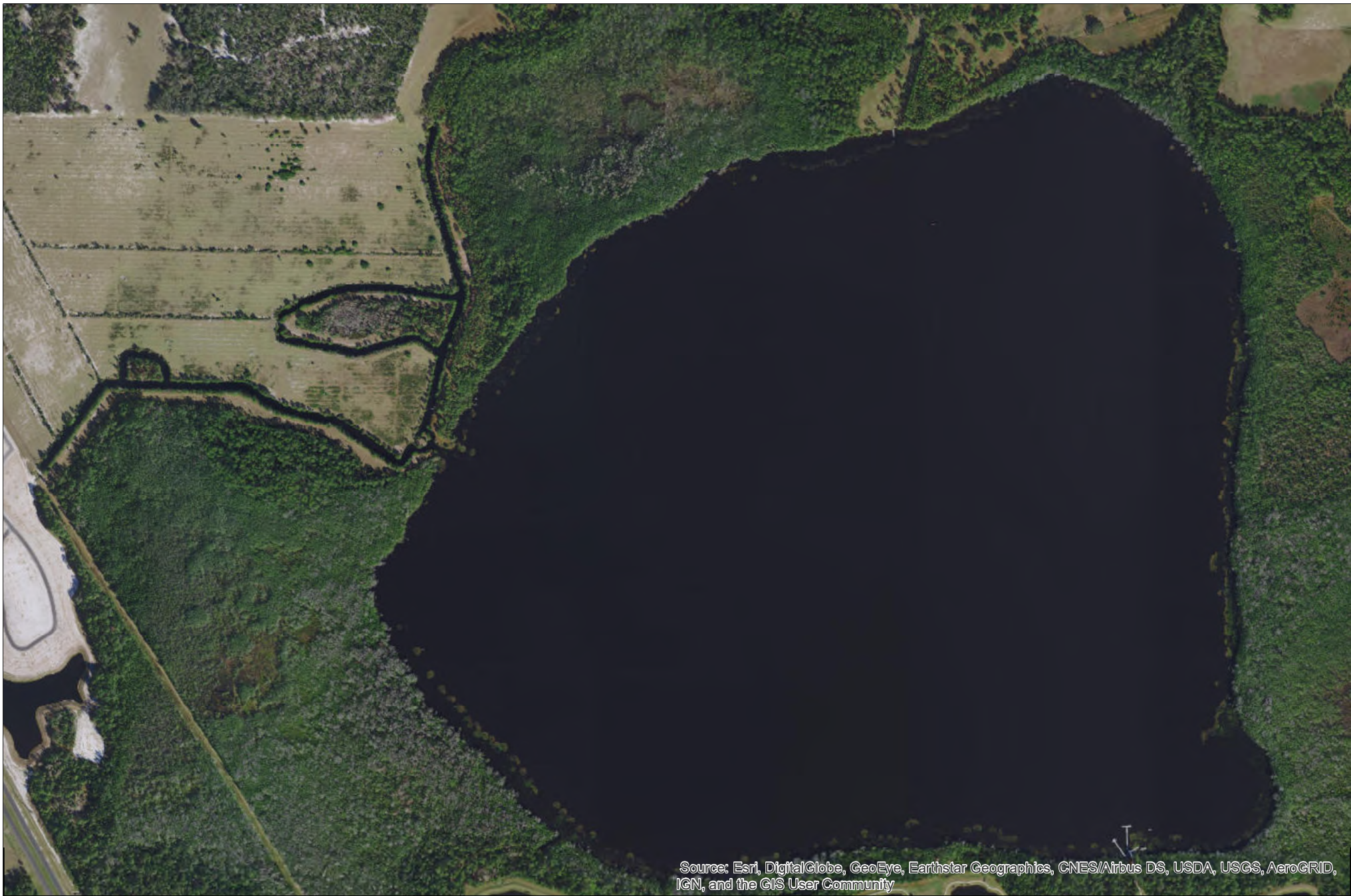
INITIAL:  (BTC) \_\_\_\_\_ (Client)

Billing Information: Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

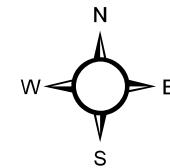
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**Please check here if you prefer to receive a paper invoice**

INITIAL:   *JC*   (BTC) \_\_\_\_\_ (Client)



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community





**Bio-Tech Consulting, Inc.**  
**General Contract Conditions**

**SECTION 1: RESPONSIBILITIES**

1.1 Bio-Tech Consulting, Inc. heretofore referred to as the “Consultant” has the responsibility for providing the services described under the “Scope of Services” section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner.

1.2 The “Client”, or a duly authorized representative, is responsible for providing the Consultant with a clear understanding of the project nature and scope. The Client shall supply the Consultant with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow the Consultant to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

**SECTION 2: STANDARD OF CARE**

2.1 Services performed by the Consultant under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant’s profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

2.2 The Client recognizes that conditions may vary from those observed at locations where observations and analysis has occurred, and that site conditions may change with time. Data, Interpretations, and recommendations by the Consultant will be based solely on information available to the Consultant at the time of service. The Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties’ interpretations or use of the information developed.

**SECTION 3: SITE ACCESS AND SITE CONDITIONS**

3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for the Consultant to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted Consultant free access to the site. The Consultant will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

**SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL**

4.1 Any samples obtained from the project during performance of the work shall remain the property of the Client.

4.2 The Consultant will dispose of or return to Client all remaining samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client’s expense upon Client’s prior written request.

## **SECTION 5: BILLING AND PAYMENT**

5.1 Consultant will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classification.

5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one percent (1%) per month, or the maximum rate allowed by law, on past due accounts.

5.3 If the Consultant incurs any expenses to collect overdue billing on invoices, the sums paid by the Consultant for reasonable attorney's fees, court costs, Consultant's time, Consultant's expenses, and interest will be due and owing by the Client.

## **SECTION 6: OWNERSHIP OF DOCUMENTS**

6.1 All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant, as instruments of service, shall remain the property of the Consultant.

6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.

6.3 The Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

## **SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS**

7.1 Client warrants that a reasonable effort has been made to inform Consultant of known or suspected hazardous materials on or near the project site.

7.2 Under this agreement, the term hazardous materials will include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls and asbestos.

7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. Consultant and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.

7.4 Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Consultant harmless for any and all consequences of disclosure made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility



to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from Consultant's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by the Consultant which are found to be contaminated.

#### **SECTION 8: RISK ALLOCATION**

8.1 Unless a Client specific certificate of liability insurance is requested at time of proposal acceptance, Client agrees that Consultant's liability for any damage on account of any error, omission or other professional negligence will be limited to a maximum of \$10,000.

#### **SECTION 9: INSURANCE**

9.1 The Consultant represents and warrants that it and its agents, staff and Consultants employed by it, is and are protected by or exempt from worker's compensation insurance and that Consultant has such coverage under public liability and property damage insurance policies which the Consultant deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Consultant agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by Consultant, its agents, staff, and consultants employed by it. The Consultant shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save consultant harmless for loss, damage or liability arising from acts by client, client's agent, staff, and other consultants employed by Client.

#### **SECTION 10: DISPUTE RESOLUTION**

10.1 All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this Agreement will be submitted to 'alternative dispute resolution' (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law.

10.2 If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then: (a) the claim will be brought and tried in judicial jurisdiction of the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

#### **SECTION 11: TERMINATION**

11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed pursuant to this agreement through the date of termination.

11.2 In the event of termination or suspension for more than (3) three months, prior to completion of all reports contemplated by this Agreement, Consultant may complete such analyses and records as are necessary to complete his files and also complete a report on the services performed to the date of notice of termination or suspension. The Consultant shall be entitled to payment for services for said completion, including all direct costs associated in completing such analyses, records and reports.

#### **SECTION 12: ASSIGNS**

12.1 Neither the Client nor the Consultant may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

#### **SECTION 13: GOVERNING LAW AND SURVIVAL**

13.1 The laws of the State of Florida will govern the validity of these terms, their interpretation and performance.

13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

# **BUCK LAKE COMMITTEE**

**3C**

Buck Lake Management Plan  
Harmony, Florida  
Osceola County

This plan has been created to set a standard for the management and maintenance of Buck Lake located in Harmony, Florida. Harmony is located along U.S. 192, north of the intersection of U.S. 192 and Harmony Square Drive within Sections 18, 19, 20, 24, 25, 26 29, and 30, Township 26 South, Ranges 31 and 32 East; Osceola County, Florida (Figures 1 & 2). This plan is designed to keep Buck Lake in a native vegetative condition, in an effort to enhance the wildlife habitat value of the lake and associated wetlands, as well as vegetative composition. The following describes the management plan associated with Buck Lake to include the management of invasive and exotic vegetation.

Invasive and Exotic Vegetation Management

Buck Lake is most consistent with the Lakes larger than 500 acres (521) FLUCFCS classification. Vegetation observed within this community includes primrose willow (*Ludwigia peruviana*), pickerelweed (*Pontederia cordata*), torpedograss (*Panicum repens*), water-hyacinth (*Eichhornia crassipes*), old world climbing fern (*Lygodium microphyllum*), Cuban bulrush (*Cyperus blepharoleptos*), and spatterdock (*Nuphar advena*). The four species that are concerning are water-hyacinth (*Eichhornia crassipes*), old world climbing fern (*Lygodium microphyllum*), torpedograss (*Panicum repens*), and Cuban bulrush (*Cyperus blepharoleptos*). These four species are largely invasive and could impact wildlife habitat, anthropogenic use and aesthetics. The following describes the impacts of these species:

Water-Hyacinth (*Eichhornia crassipes*)

Water hyacinth has a variety of negative impacts once introduced into a freshwater environment. It forms dense, impenetrable mats which clog waterways, making boating, fishing and almost all other water activities, impossible. It also reduces biodiversity by crowding out native plants at the water's surface and below. Water hyacinth mats also degrade water quality by blocking the air-water interface and greatly reducing oxygen levels in the water, eliminating underwater animals such as fish.

Water hyacinth is a major freshwater weed in most of the frost-free regions of the world and is generally regarded as the most troublesome aquatic plant. Despite its adverse impacts, it has been widely planted as a water ornamental around the world because of its beautiful, striking flowers. Water hyacinth spreads rapidly by producing stolons or "daughter" plants. Water hyacinth will never be completely eradicated, however management is necessary to control its rapid growth, as the mats it forms can double their size in 6-18 days.

### Old World Climbing Fern (*Lygodium microphyllum*)

OWCF climbs into the tree canopy and competes with canopy trees and understory vegetation for light. It can completely engulf Everglade tree islands, pinelands, and cypress swamps, and spreads across open wetland marshes. It can kill mature trees along with their associated epiphytic orchids and bromeliads, and smother understory vegetation, preventing regeneration of the native plant community. As time progresses, a thick mat of old fern material accumulates on the ground, severely altering the habitat. When fire occurs, the fern carries fire into the tree canopy, causing greater damage and transporting fire through wet areas that otherwise present a boundary to the spread of fire. Rare plant species, such as the tropical curlygrass fern (*Actinostachys pennula*) and thin-leaved vanilla orchid (*Vanilla mexicana*), are threatened in their last remaining habitats, such as northern Everglade tree islands and coastal bay swamps. However, the highest potential for significant damage to native plant populations is in areas such as Fakahatchee Strand State Preserve, Everglades National Park, and Big Pine Key National Wildlife Refuge, where numerous rare plants occur.

### Torpedograss (*Panicum repens*)

Torpedograss is one of the most serious weeds in Florida. It grows in or near shallow waters forming monocultures where it can quickly displace native vegetation. By 1992, torpedograss had taken over 70% of Florida's public waters. The largest infestations can be found in Lake Okeechobee where it displaces close to 7,000 acres of native marsh. Torpedograss management costs approximately \$2 million a year in flood control systems. The denseness of the mats may impede water flow in ditches and canals and restrict recreational use of shoreline areas of lakes and ponds. Preventive control can be accomplished by preventing the spread and fragmentation of rhizomes. This can be very difficult because if even a tiny fragment of rhizome is left in an area, it will reestablish itself. Control of infestations near waterways will prevent long-range spread via water and this should be a priority. Glyphosate has been the most effective herbicide used to control torpedograss.

### Cuban Bulrush (*Cyperus blepharoleptos*)

*Cyperus blepharoleptos* (Cuban bulrush) forms large monotypic floating mats on the surface of standing water. These mats may send out runners over other emergent plant species and crowd them or exclude them. Cuban bulrush does not appear to be a dangerous invasive throughout much of the world, but is "aggressively weedy" and is known to be invasive in Georgia and Alabama, US.

\*2021 University of Florida / IFAS / Center for Aquatic & Invasive Plants

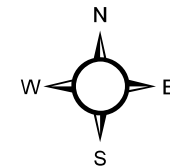
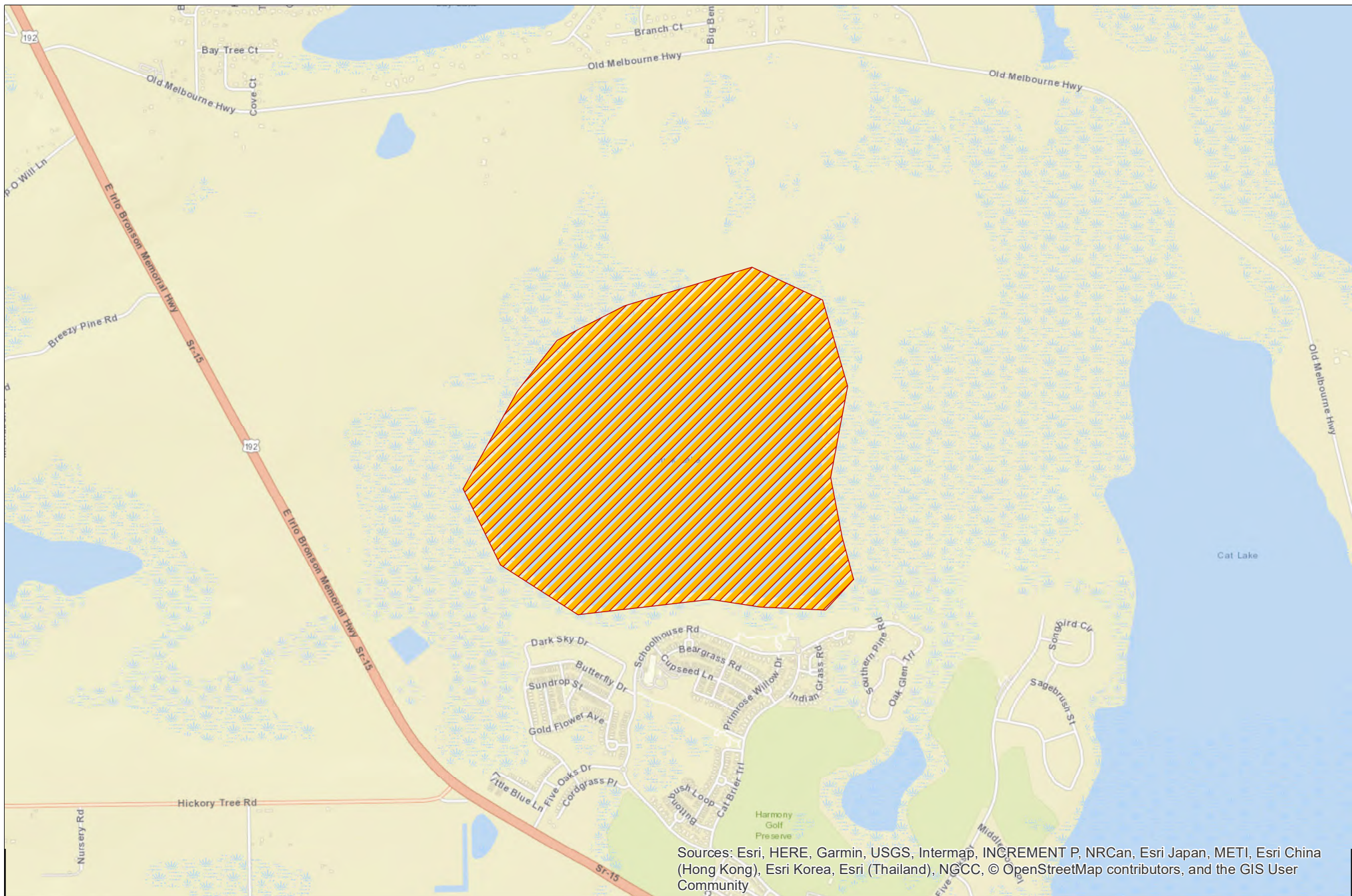
Initial intense maintenance event(s) will be required to get Buck Lake and its associated canals back into natural condition. Current conditions include an over abundance of water hyacinth, Cuban bulrush and *Salvinia minima*. These plants have choked out the canals located within Harmony West. Once initial events have been completed, a standard monthly maintenance can begin to keep the canals and Buck Lake clear of nuisance vegetation.

Specific management practices that will be employed within Buck Lake will consist of hand clearing and/or herbicide application, as required. These management practices will be utilized in an effort to control and eradicate any nuisance, noxious, invasive or opportunistic species within the lake. These management practices will be employed within the entire lake as needed. Monthly maintenance inspections will occur within Buck Lake to determine what, if any, management activities are required. Details of the management activities will be noted in a monthly treatment report.

All portions of Buck Lake will be managed for the benefit of wildlife, vegetative composition, and water quality. Obviously, the most important component of the management is treatment of nuisance and noxious vegetation, in perpetuity. Maintenance will include removal of any exotic or nuisance plant species (including, but not limited to water hyacinth, torpedo grass, old world climbing fern, Cuban bulrush, etc...). Water quality issues will be targeted and dealt with.

Staff will refer to the Florida Exotic Pest Plant Council Invasive Plant List (2019) to determine exotic and nuisance plants to manage. Licensed applicators through the Florida Department of Agriculture and Consumer Services will be utilized to apply herbicides. This Buck Lake Management Plan is designed to allow for anthropogenic enjoyment and wildlife proliferation throughout the lake, canals and adjacent wetlands.

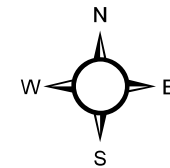








Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community





**BUCK LAKE COMMITTEE**

**3D**

**HARMONY AND HARMONY WEST COMMUNITY DEVELOPMENT DISTRICTS’  
JOINT POLICIES FOR USE OF BUCK LAKE**

**Buck Lake Policies**

Buck Lake is a recreational lake and wildlife habitat located adjacent to Harmony and Harmony West Community Development Districts (“Districts”). These policies are intended to maintain Buck Lake for the recreational benefit of the residents of the Districts.

1. Swimming, bathing, wading and diving are prohibited in Buck Lake.
2. Boating and fishing are permissible on Buck Lake.
3. Prior to using any boat in Buck Lake, it must be thoroughly washed, off-site, if it has been used in another water body.
4. Permissible boat types that may be used on Buck Lake include oar or paddle driven boats, such as canoes, kayaks, row boats, and sculls; single hulled sail boats; and battery powered electric boats. With the exception of rescue operations or aquatic maintenance, use of gasoline or diesel-powered boats on Buck Lake is strictly prohibited. Boats may not exceed 20 feet in length. Boats used on Buck Lake must be operable and kept in good repair.
5. All federal, state, and local boating laws as well as all Joint District policies, regulations, and guidelines must be adhered to while using boats on Buck Lake.
6. All boats on Buck Lake must be equipped with life jackets and operated in a safe and courteous manner.
7. Any person operating or using a boat on Buck Lake must use his or her best efforts to protect the premises, equipment, and improvements owned by the Districts.
8. Only mushroom anchors are allowed on Buck Lake.
9. Fishing on a catch and release basis is recommended in Buck Lake; however, any person that elects to keep a fish should refrain from cleaning fish lakeside or from a boat. It is encouraged, but not required, to use barbless hooks for fishing. Fishing policies on Buck Lake follow the Florida Fish and Wildlife Conservation Commission (“FWC”) state freshwater fishery harvest guidelines.
10. Fishing lines must not be left unattended.
11. The following items are prohibited on or near Buck Lake: large nets, traps, spears, firearms, air rifles, and bows and arrows.

12. Any hazardous condition concerning Buck Lake must be immediately reported to the District Manager and the proper authorities.
13. No foreign materials may be disposed of in Buck Lake including, but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers or any other material that may be detrimental to the lake environment.
14. Feeding of any birds, fish, or other wildlife is prohibited.
15. Due to safety considerations, pets and other companion animals are not allowed in Buck Lake or the immediate shoreline area or on any watercraft. Disabled individuals, however, may be accompanied by one service dog for assistance, provided that: (a) The dog is wearing a vest or has other proper marking that clearly identifies the dog as a service dog; (b) The dog is kept under control on a leash at all times; and (c) The dog is kept out of the water and away from the immediate shoreline areas.
16. Property owners and residents of the District are responsible for their tenants', guests', and invitees' adherence to these policies.
17. Children who are eleven (11) years of age or younger must be supervised by an adult while in the immediate Buck Lake shoreline area.
18. Tuesday is a day of rest for Buck Lake. No activity is permitted on Buck Lake. Fishing from the shore is permissible on Tuesdays.
19. For any wildlife removal requests, please contact FWC.

**Violation of the policies set forth herein may result in suspension or termination of amenity privileges and in the case of trespassing on private property, a criminal violation pursuant to Florida law. The Harmony and Harmony West Community Development Districts are not responsible for injury or damage to persons or property, including accidental death, resulting from the use of Buck Lake or the Ponds. These Policies may be amended and/or updated as the Districts jointly deem necessary.**

**(Adopted \_\_\_\_\_ 2021)**

# **Section 6**

## **Staff Reports**

# **Subsection 6A**

## **Field Manager Report**



- **Pressure Washing Completed:**

1. Boardwalks #1 – Completed.
2. Boardwalk #2 –Completed.
3. Boat dock - Completed.
4. Town Square Market Metal statues.
5. 6 Benches was pressure washed.

- **Tasks Completed:**

1. Garden Lot – Gazebo Bench Repair: Completed
2. Boardwalk Swing Repair and rails: Completed
3. Two new deep cycle batteries were installed in the Bass boat and new 80lbs trolling motors.
4. Amenities Cleaning: Swim Club, Ashley Pool, and Buck Lakeshore Pavilion Restrooms.
5. Pocket Parks in Beargrass, Dahoon Holly, Gopher Apple Way, Buck Ln and Needlegrass Ln were cleaned up with the air leaf blower.
6. Repaired 10 dog stations.
7. Painted 4 Grills and 4 trash cans.
8. 20' Patoon Boat seats repaired and installed.
9. Ashley pool pump was replaced.
10. Buck lake gate is fixed.
11. New chemical Feeder Outlet was replaced.
12. Bio-tech made their first treatment to Buck Lake.
13. Ashley pool pump was replaced.

- **Notes:**

1. 45 ID Access cards worked in February.
2. Emails Received and handled was 255.
3. Calls Received and handled more than 224, including weekends.
4. Text messages received and handled 126, including weekends.



- **Procedures:**

1. Follow Up with Professional Fountain, All Pools LLC, and Spies to get estimates for clean out and Solenoids replacement in the splashpad after Water Pump installation.
2. Received Estimates of the remodeling project for the new Field Services Office in Ashley Pool.
3. Getting Estimates of new Pool furniture in Swim Club and Ashley Pool.
4. Getting Estimates of Three benches for the new installation in Dark Sky and replacements.
5. Getting new Seat covers for all boats.
6. New Gas Tank for the rescue boat was installed.
7. Four (4) Brand new tires were installed in the CDD truck.
8. Two (2) new tires were installed in the Umax.
9. The Alleyways will be starting the paving process 3/27, we will be working closely with CCI on any items they need assistance with.
10. Getting estimates for roll dumpster to dispose of trash and debris from the Field Office and storage containers
11. Start moving supplies and tools to Ashley pool closet.
12. Getting estimates for new pool vacuum.
13. Started the Repaired of the 16' Pontoon boat.
14. Install new storage box at buck lake dock.
15. Getting the buck lake Gazebo fixed.
16. Repairing the fence at big dog Park.
17. Ordering new swings for all parks and painting them.
18. Ordering new trash cans.
19. Ordering new umbrellas for swing club.
20. Waiting on Spies for the warranty on swing club surfaces repair.

# **MARCH 2023 FIELD INSPECTION**

**Harmony CDD**

**Tuesday, March 14, 2023**

**Prepared For Board Of Supervisors**

**50 Items Identified**





### Item 1

Assigned To Benchmark

Keep conservation area push back  
off dog wash structure



### Item 2

Assigned To Field Service Inframark

Pressure wash and cleaning.



### Item 3

Assigned To Field Service Inframark  
Paint and Replace swing seats. By  
big dog park.



### Item 4

Assigned To Field Service Inframark.  
Adjust/fix fence in Big dog park.





### Item 5

Assigned To Benchmark

Weeds growing through pavers in big dog park.



### Item 6

Assigned To Benchmark

Branches hanging low at big dog park.



### Item 7

Assigned To Benchmark

Trimming need to keep off the fence.

Along trail by big dog park.



### Item 8

Assigned To Field Service Inframark

Pressure wash.





#### Item 9

Assigned To Field Service Inframark  
Get proposal for new dog stations  
signs.



#### Item 10

Assigned To Field Service Inframark.  
Pressure wash bench. Big soccer  
field.



### Item 11

Assigned To Field Service Inframark  
Pressure wash and paint.



### Item 12

Assigned To Benchmark  
Branches hanging low. By soccer  
field.





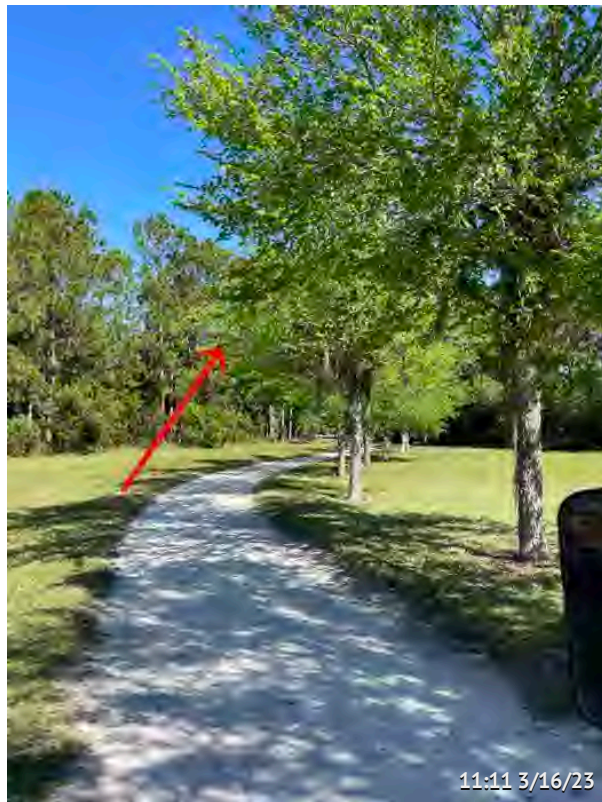
### Item 13

Assigned To Field Service Inframark  
Pressure wash.



### Item 14

Assigned To Field Service Inframark  
Pressure wash park at Buck lake.



### Item 15

Assigned To Benchmark

Branches hanging low on trail to the boat dock.



### Item 16

Assigned To Field Service Inframark

Pressure wash and paint.





### Item 17

Assigned To Benchmark

Branches hanging low on Oak Glen Trail.



### Item 18

Assigned To Field Service Inframark  
Pressure wash.



### Item 19

Assigned To Benchmark

Branches hanging low on Cat Brier trail.



### Item 20

Assigned To Benchmark

Seasonal plants on roundabout.





### Item 21

Assigned To Benchmark

Branches hanging low on Five Oak roundabout with schoolhouse rd.



### Item 22

Assigned To Benchmark

Ant mount by west entrance.



### Item 23

Assigned To Benchmark

Needs trimming by west entrance.



### Item 24

Assigned To Benchmark

Branches hanging low on US 192 west side.





### Item 25

Assigned To Benchmark  
Seasonal plants.



### Item 26

Assigned To Field Service Inframark  
Pressure wash and paint.



### Item 27

Assigned To Benchmark

Branches hanging low on fence east side US 192



### Item 28

Assigned To Benchmark

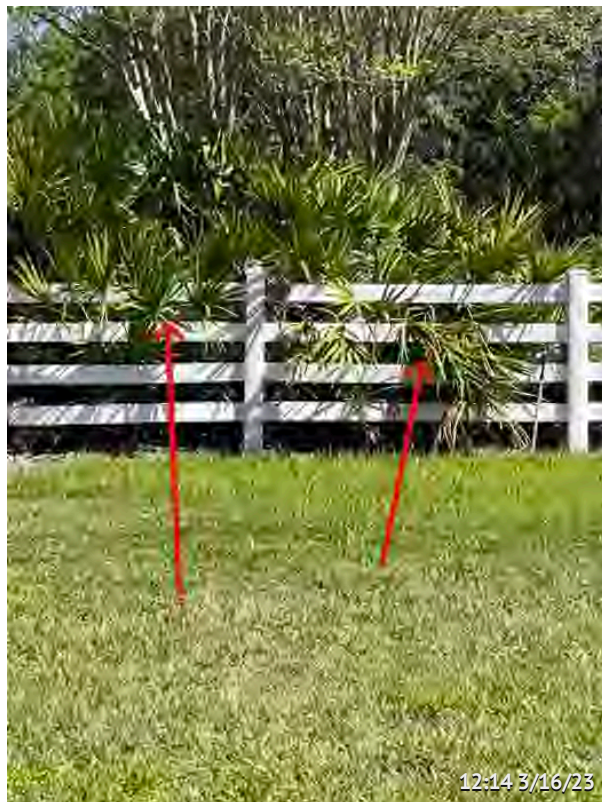
Branches getting close to power lines. Along US192





### Item 29

Assigned To Field Service Inframark  
Pressure wash.



### Item 30

Assigned To Benchmark  
Needs trimming. Along US 192.



### Item 31

Assigned To Field Service Inframark  
Repair and pressure wash.



### Item 32

Assigned To Benchmark  
Seasonal plants





### Item 33

Assigned To Field Service Inframark  
Pressure wash.



### Item 34

Assigned To Benchmark  
Seasonal plants on Five Oaks and  
Cat Brier roundabout.



### Item 35

Assigned To Benchmark

Needs trimming. Five Oaks and Cat Brier roundabout.



### Item 36

Assigned To Benchmark

Branches hanging low on Clay Brick Rd.





### Item 37

Assigned To Benchmark

Grass needs attention. On Clay Brick Rd.



### Item 38

Assigned To Benchmark

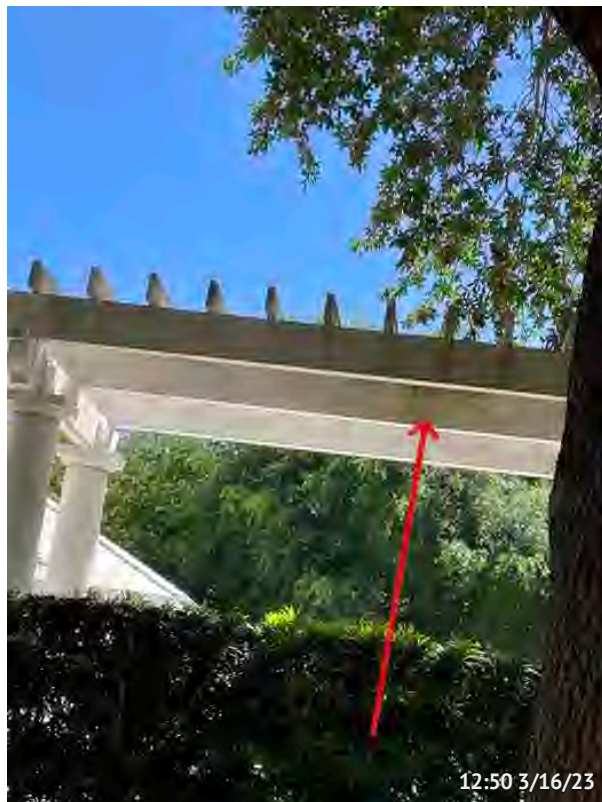
Plants need attention by tunnel on Clay Brick Rd.



### Item 39

Assigned To Benchmark

Branches hanging low by tunnel on  
Clay Brick Rd

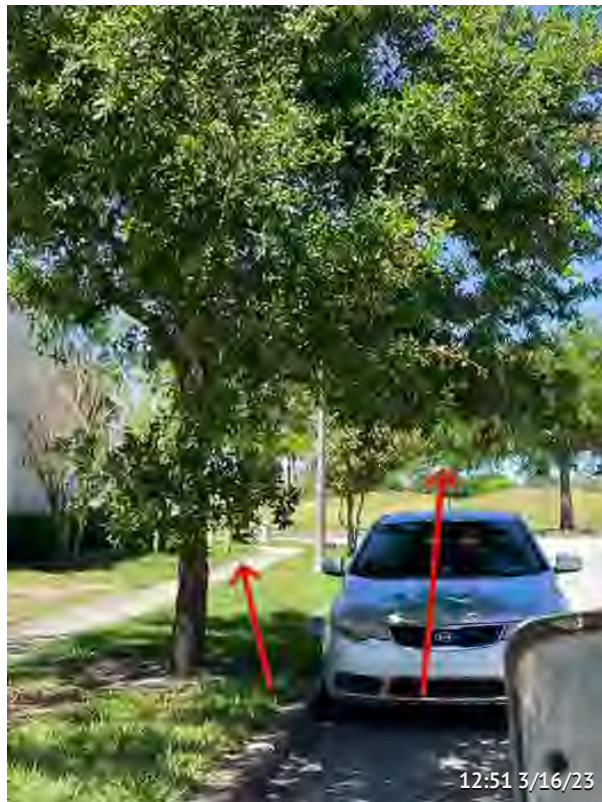


### Item 40

Assigned To Field Service Inframark

Pressure wash and paint.





#### Item 41

Assigned To Benchmark

Branches hanging low on Clay Brick rd and Harmony sq dr.



#### Item 42

Assigned To Benchmark

Needs trimming throughout town's square.



#### Item 43

Assigned To Benchmark

Needs trimming. Swing club pool.

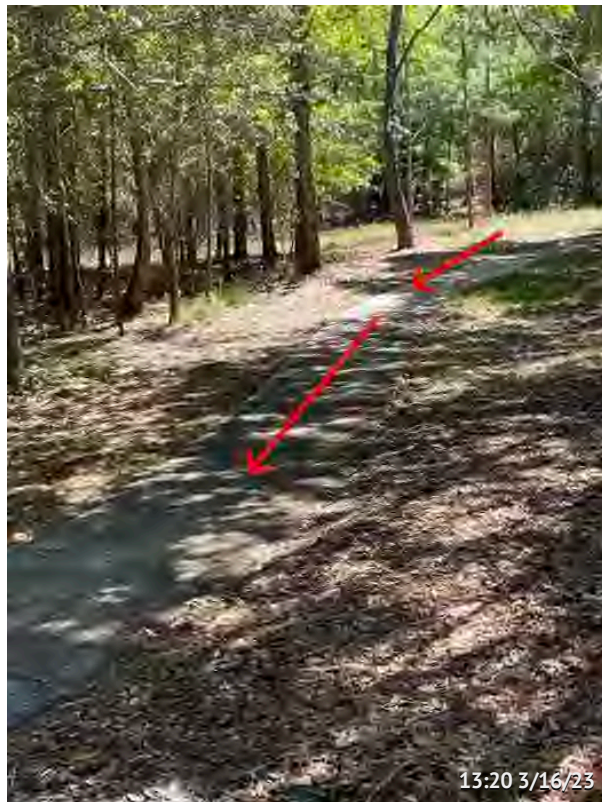


#### Item 44

Assigned To Field Service Inframark

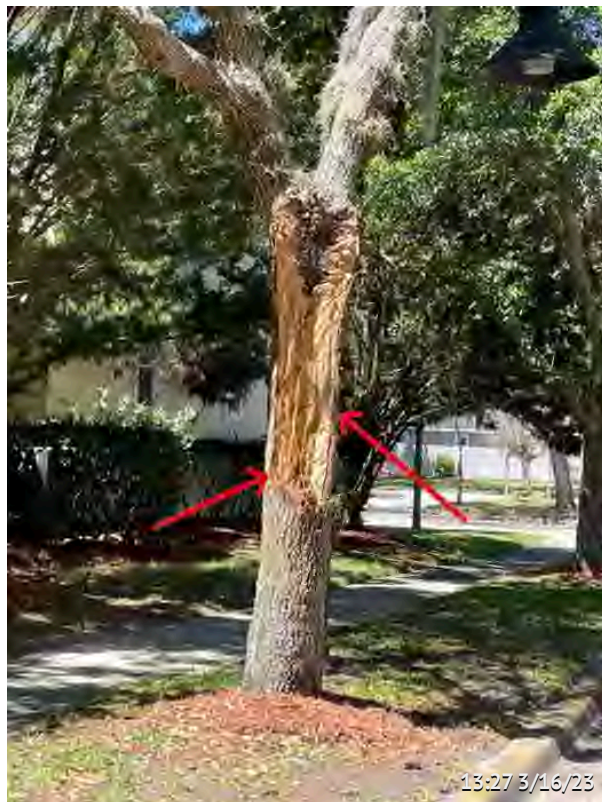
Pressure wash sidewalk.





#### Item 45

Assigned To Field Service Inframark  
Pressure wash sidewalks.



#### Item 46

Assigned To Benchmark  
Tree needs attention. Cat Brier and  
Beargrass



#### Item 47

Assigned To Field Service Inframark  
Pressure wash.



#### Item 48

Assigned To Field Service Inframark  
Paint red squares





#### Item 49

Assigned To Board Of Supervisors

We are painting the grills around the community.



#### Item 50

Assigned To Board Of Supervisors

We are painting the trash cans around the community.

# **Subsection 6Ai**

## **Fence Proposals**



**Valdecir albano**  
Owner  
**Cristiane de Souza**  
Manager

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

# Estimate

Date	Estimate#
02/08/2023	7101

## Name / Address

Harmony Community  
Development District  
210 N University Dr. STE 702  
Coral Springs FL 33071-7320

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

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

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







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

GOOGLE ★★★★★

NO  
Estimate/Contract

Date: 01/30/2023

Estimate Prepared By:

CHARLIE / GUSTAVO

Cell #: 407 715 2070

Name: JASON

Phone: 407 861 4460

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

Email:

Subdivision: Gate Code

#### FENCE # 1

PVC (Vinyl)	Aluminum	Steel	Chain Link	Wood
X				

Style/Model: Fence Model FARM

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

Color: white Unit price: \$26

#### Gates

4 Ft. Gate: 5 Ft. Gate:

6 Ft. Gate: 8 Ft. Double:

10 Ft. Double Gate Price:

Gate special order

Notes:

#### FENCE # 2

PVC (Vinyl)	Aluminum	Steel	Chain Link	Wood

Style/Model

Total Linear Feed: Height: Section:

Color: Unit price:

#### Gates

4 Ft. Gate: 5 Ft. Gate:

6 Ft. Gate: 8 Ft. Double:

10 Ft. Double Gate Price:

Gate special order

Notes: 6,163 FT x \$26 \$160,238

#### SPECIFICATIONS:

☒ Top Level Fence

☐ Follow Contour of Ground

Pool on Property  
Yes/No

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

HOA Approval Req.  
Client / AFC

Permit Approval Req.  
Client / AFC

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

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

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

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

Total Amount: \$178,727

Deposit: \$108,727

Balance: 70,000

Signature:

8E



## Contract

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

lasrasyfence@gmail.com  
f/Lasrasyfence

## Lasrasy Fence, Inc.

FREE ESTIMATE

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

ALUMINUM, WOOD,  
PVC, CHAIN LINK  
WELDING

## PROPOSAL SUBMITTED TO:

JOB NAME	Harmony Community Development District		ESTIMATOR NAME	Sandra
STREET	7340 Five Oaks Dr		INSTALL NAME	
CITY	St Cloud	STATE	FL	ZIP CODE
PHONE	407-861-4460	EMAIL	jeison.castillo@inframark.com	
We hereby submit specifications and estimates for		FINANCING <input type="checkbox"/> YES <input type="checkbox"/> NO		
WOOD-PVC-ALUMINUM- DURAFENCE		HOME OWNER RESPONSIBLE FOR OBTAINING HOA APPROVAL <input type="checkbox"/> YES <input type="checkbox"/> NO		

## WOOD-PVC-ALUMINUM- DURAFENCE

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

## CHAIN LINK

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

## ADDITIONAL SPECIFICATIONS

TOP RAIL \_\_\_\_\_ OD  
LINE POST \_\_\_\_\_ OD  
END POST \_\_\_\_\_ OD  
WALK GATE POST \_\_\_\_\_ OD  
DRIVE GATE POST \_\_\_\_\_ OD  
GATE FRAME \_\_\_\_\_ OD  
BARB WIRE \_\_\_\_\_  
TENSION WIRE \_\_\_\_\_  
TEAR DOWN ☒ YES ☐ NO  
CITY PERMIT ☐ YES ☒ NO

## QUANTITY

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

## DRAWING

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



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

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

## THIS CONTRACT ENTERED INTO

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

Authorized Signature

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

Buyer \_\_\_\_\_

One year guarantee on labor

Date

02/06/2023

# **Subsection 6Aii**

## **Sidewalk Proposals**



February 27, 2023

Proposal #14983223-1

Contact

Brett Perez

Phone: 407 433-0515

Brett.Perez@inframark.com

Customer

Inframark

3500 Harmony Square Drive West

Harmony, FL 34773

Job

Harmony CDD

3500 Harmony Square Drive West

Harmony, FL 34773

**PROPERTY IMPROVEMENTS**

**Concrete Sidewalk Repairs**

**Scope of work:**

1. Secure the job site for the safety of the crew and of the public using cones and/or barricades.
2. Demo 415 panels of damaged 4" thick concrete sidewalk totaling approximately 15,856 square feet.
3. Haul removals from site.
4. Prep areas, set forms and pour 415 panels of 4" thick concrete sidewalk totaling approximately 15,856 square feet using 3,000 PSI concrete reinforced with commercial fiber mesh.
5. Apply a broom finish and apply control joints as required.
6. Clean up the job site.

**Labor and Material - \$332,976.00**

**Notes:**

\*DUE TO THE CRITICAL NATURE OF ESCALATING MATERIAL COSTS, MATERIAL PRICES ARE SUBJECT TO POTENTIAL MONTHLY, WEEKLY OR DAILY CHANGES. SHOULD THIS SITUATION ARISE, ACPLM WILL PROVIDE DOCUMENTATION OF MATERIAL ADJUSTMENT(S). A BILLABLE CHANGE ORDER MAY BE REQUIRED DUE TO THESE CHANGES.

\*WORK TO BE DONE IN ONE MOBILIZATION, WHICH COVERS THE DURATION AND COMPLETION OF THE PROJECT. IF ADDITIONAL MOBILIZATIONS ARE REQUESTED BY THE CUSTOMER THE ADDITIONAL MOBILIZATIONS WILL BE AN EXTRA CHARGE.

\*PROPOSAL DOES NOT INCLUDE CONCRETE COLOR, TESTING, LANE CLOSURE, M.O.T., IMPACT FEES, SURVEYING, AS-BUILTS, EROSION CONTROL, PRIMING/SANDING, TACK, THERMOPLASTIC PAINT, SHOP DRAWINGS AND ENGINEERING. ANY ADDITIONAL WORK REQUIRED BY ANY ADDITIONAL ITEMS, WILL BE AN EXTRA COST TO BE PAID BY THE CUSTOMER.

\*ACPLM IS NOT RESPONSIBLE FOR DAMAGE TO UNDERGROUND UTILITIES TO INCLUDE PUBLIC UTILITIES AND PRIVATE UTILITIES SUCH AS, BUT NOT LIMITED TO, IRRIGATION, PHONE AND CABLE LINES. ANY ADDITIONAL WORK REQUIRED BY ANY ADDITIONAL OF THESE TYPE OF ITEMS, WILL BE AN EXTRA COST TO BE PAID BY THE CUSTOMER.



Office: 813.633.0548  
Fax: 813.634.2686



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2010 S 51st Street,  
Tampa, FL 33619



February 27, 2023

Proposal #14983223-1

Contact

Brett Perez

Phone: 407 433-0515

Brett.Perez@inframark.com

Customer

Inframark

3500 Harmony Square Drive West

Harmony, FL 34773

Job

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Harmony, FL 34773

**PROPERTY IMPROVEMENTS**

**Notes continued:**

- \*PRICE IS GOOD ONLY IF ACPLM HAS FULL AND UNRESTRICTED ACCESS TO THE WORK AREA TO INCLUDE A STAGING AREA FOR THE DURATION OF THE PROJECT. NOT HAVING FULL AND UNRESTRICTED ACCESS TO THE WORK AREA TO INCLUDE A STAGING AREA FOR THE DURATION OF THE PROJECT CAN RESULT IN ADDITIONAL WORK AND/OR MOBILIZATIONS WHICH SHALL BE AN EXTRA COST TO BE PAID BY THE CUSTOMER.
- \*PROPOSAL DOES NOT INCLUDE IRRIGATION LINES, SPRINKLER HEADS, SOD, NOR LANDSCAPING. EVERY EFFORT WILL BE MADE NOT DAMAGE THESE ITEMS. HOWEVER, DUE TO THE NATURE OF THIS TYPE OF WORK AND THE DAMAGE ALREADY CAUSED BY THE ROOTS, SOME DAMAGE MAY OCCUR IN ORDER TO MAKE THE NECESSARY REPAIRS. ANY ADDITIONAL WORK REQUIRED BY ANY ADDITIONAL ITEMS, WILL BE AN EXTRA COST TO BE PAID BY THE CUSTOMER. IF WORK IS APPROVED, IT IS RECOMMENDED THE LANDSCAPING COMPANY IS MADE AWARE AND ON STAND BY.
- \*NOT INCLUDED IN THIS PROPOSAL ARE PLANT OPENING FEES. IF NECESSARY, THIS ADDITIONAL ITEM WILL BE AN EXTRA COST TO BE PAID BY THE CUSTOMER.
- \*WORK TO BE DONE ON WEEKDAYS DURING DAYLIGHT HOURS.
- \*ACPLM CAN NOT GUARANTEE THE FUTURE REGROWTH OF ROOTS AFTER REPAIRS ARE COMPLETE.
- \*CONCRETE WORK DOES NOT INCLUDE THE FOLLOWING: ZIP STRIP, REBAR, STRUCTURAL FOOTERS, COLUMNS OR RETAINING WALLS. ANY ADDITIONAL WORK REQUIRED BY ANY ADDITIONAL OF THESE TYPE OF ITEMS, WILL BE AN EXTRA COST TO BE PAID BY THE CUSTOMER.
- \*DUE TO THE NATURE AND SCOPE OF THIS WORK, THE LOCATION OF THIS WORK, THE MATERIAL, TRUCKING AND EQUIPMENT NECESSARY TO PERFORM THIS WORK, ACPLM MAY CAUSE SCUFFING AND ADVERSELY AFFECT THE AESTHETICS OF THE PAVEMENT IN AND AROUND THE WORK AREAS. ALTHOUGH EVERY EFFORT WILL BE MADE TO MINIMIZE ANY AND ALL AFFECTS, ACPLM CANNOT GUARANTEE AGAINST THEM. ADDITIONAL WORK REQUIRED BY ANY OF THESE TYPE OF ITEMS WILL BE AN EXTRA COST TO BE PAID BY THE CUSTOMER.
- \*CONCRETE THICKER THAN 4" WILL BE BROUGHT TO MANAGEMENT'S ATTENTION FOR A CHANGE ORDER TO COMPENSATE FOR THE EXTRA LABOR, TRUCKING AND MATERIAL REQUIRED TO COMPLETE THE WORK.
- \*BECAUSE OF THE POTENTIAL FOR FLEXING OF THE SUB BASE IN THE FLORIDA REGION, NEW CONCRETE MAY EXPERIENCE PREMATURE CRACKING AT ANY POINT AFTER CURING BEYOND OUR CONTROL. PREMATURE CRACKING IS NOT REFLECTIVE OF POOR QUALITY OF MATERIAL OR INFERIOR WORKMANSHIP.



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2010 S 51st Street,  
Tampa, FL 33619





February 27, 2023

Proposal #14983223-1

Contact

Brett Perez

Phone: 407 433-0515

Brett.Perez@inframark.com

Customer

Inframark

3500 Harmony Square Drive West

Harmony, FL 34773

Job

Harmony CDD

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Harmony, FL 34773

**PROPERTY IMPROVEMENTS**

**Notes continued:**

- \*IN ORDER TO ENSURE PROPER CURE TIME AND AVOID IMPRESSIONS IN THE NEWLY POURED CONCRETE RESULTING FROM PEDESTRIAN, BIKE, SHOPPING CART, VENDOR, ETC. TRAFFIC, NEWLY POURED AREAS OF CONCRETE WILL BE CORDONED OFF FOR A MINIMUM OF 24 HOURS. IF ACPLM IS NOT PERMITTED TO CORDON OFF NEWLY POURED CONCRETE AREAS, ACPLM IS NOT RESPONSIBLE FOR ANY IMPRESSIONS IN THE NEW CONCRETE AND A CHANGE ORDER WILL BE REQUIRED TO FIX DAMAGED AREAS.
- \*THIS CONTRACTOR IS NOT RESPONSIBLE FOR ANY PERSONS WHO WRITES OR DRAWS IN THE NEW CONCRETE DURING THE CONCRETES CURING TIME. A CHANGE ORDER WILL BE REQUIRED TO FIX DAMAGED AREAS CAUSED BY VANDALISM.
- \*CONCRETE SAW CUTTING WILL CAUSE DUST TO ACCUMULATE IN THE AIR AND WIND MAY CAUSE THE DUST TO SETTLE ON NEARBY PARKED CARS AND BUILDING STRUCTURE.
- \*IN ORDER TO ENSURE PROPER STRUCTURAL STRENGTH TO THE NEWLY POURED CONCRETE, IT IS RECOMMENDED THAT ALL TRAFFIC STAY OFF THOSE AREAS FOR A MINIMUM OF 24 HOURS.
- \*CUSTOMER IS RESPONSIBLE FOR REMOVING ANY MATERIALS, OBJECTS, STRUCTURES, CONTAINERS FROM THE WORK AREAS.
- \*IT IS THE CUSTOMER'S RESPONSIBILITY TO HAVE A TOWING COMPANY ON SITE AND AVAILABLE FOR TOWING VEHICLES OBSTRUCTING THE JOB SITE. IF VEHICLES CANNOT BE MOVED IN A TIMELY MANNER, WE WILL NEED TO RESCHEDULE THE WORK AND A CHANGE ORDER WILL BE REQUIRED FOR THE ADDITIONAL MOBILIZATION.
- \*BARRICADES WILL BE PROVIDED TO CLOSE OFF WORK AREAS. THIS CONTRACTOR IS NOT RESPONSIBLE FOR PERSONS ENTERING AREAS CLOSED OFF WITH BARRICADES AND TRACKING ASPHALT AND/OR TACK, NOR FOR DAMAGE TO PROPERTY OR INJURY TO PERSONS ENTERING THE AREA.
- \*PERMIT FEES AND PROCUREMENT FEES ARE NOT INCLUDED. THE COST OF THE PERMIT, IF REQUIRED, AND ALL COSTS ASSOCIATED WITH OBTAINING A PERMIT, AND ANY ADDITIONAL WORK, TESTING OR INSPECTIONS REQUIRED BY THE PERMIT, WILL BE AN EXTRA COST THAT SHALL BE PAID BY THE CUSTOMER.
- \*90% OF THE CONTRACT AMOUNT AND CHANGE ORDERS MUST BE PAID PRIOR TO COMPLETING PUNCH LIST ITEMS AND/OR CHANGES FOR ADDITIONAL WORK REQUIRED BY CITIES OR MUNICIPALITIES.
- \*MATERIAL AND WORKMANSHIP ARE GUARANTEED FOR 12 MONTHS.



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February 27, 2023

Proposal #14983223-1

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Customer

Inframark

3500 Harmony Square Drive West

Harmony, FL 34773

Job

Harmony CDD

3500 Harmony Square Drive West

Harmony, FL 34773

**PROPERTY IMPROVEMENTS**

## Customer Billing Information

Thank you for choosing ACPLM. To ensure we contact the correct person for any billing correspondence and questions, please fill out the Billing Contact Information below and send back with your signed proposal. We look forward to working with you.

**The terms of your contract are:**

50% Deposit Prior to Commencement, 40% Upon Substantial Completion and 10% Net 30 Days

If Paying by ACH Payment the ACH Fees Will Be Added to the Invoiced Amount Due

**Acceptance of Terms – Payment will be made as outlined above. All payments later than 30 days after the due date shall bear interest at 18% per annum.**

**Bill To (Name and Address):**

**Job Site Name and Address:**

**Billing Phone Number:**

**Email Address:**



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Fax: 813.634.2686



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Tampa, FL 33619



February 27, 2023

Proposal #14983223-1

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Customer

Inframark

3500 Harmony Square Drive West

Harmony, FL 34773

Job

Harmony CDD

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Harmony, FL 34773

**PROPERTY IMPROVEMENTS**

**Terms: 50% Deposit Prior to Commencement, 40% Upon Substantial Completion and 10% Net 30 Days**

**If Paying by ACH Payment the ACH Fees Will Be Added to the Invoiced Amount Due**

ACPLM Authorized Signature \_\_\_\_\_

*Sean Fernandez*

Sean Fernandez

Cell: 813 943-4665 sfernandez@acplm.net

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. All payments later than 30 days after the due date shall bear interest at 18% per annum.

Date of Acceptance \_\_\_\_\_

Customer's Authorized Signature \_\_\_\_\_

**Terms and Conditions:** Payment is due in full upon project completion unless prior arrangements have been made in advance. If any legal action arises out of this agreement or breach thereof, the customer will be responsible for all attorney fees and incurred late fees. Any alteration or deviation from the above specifications involving extra costs of material or labor will be an additional charge outside of the scope listed in this proposal. Sprinkler systems on the property are to be off for the duration of the project. Customer assumes responsibility for removing all vehicles from the area outlined above.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or authorized deviation from the original specifications, involving extra cost, to be executed only upon receiving written change orders and will become an extra charge over and above this estimate. All agreements contingent upon strikes, accidents, weather or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our employees are fully covered by Workers Compensation Insurance. Due to the unpredictable movement of material and production costs, this proposal is good for 10 days from proposal date, after which prices are subject to change to accommodate current industry pricing.

**Proposal Amount - \$332,976.00**



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Fax: 813.634.2686



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2010 S 51st Street,  
Tampa, FL 33619



HARMONY CDD  
PROPOSAL FOR SIDEWALK REPLACEMENT

**Brett Perez**  
**Area Field Director**

**313 Campus Street**  
**Celebration, FL 34747**

## Concrete Tripping Hazard Removal

Uneven concrete on sidewalks, curbs and other common areas can create an unsafe environment on your property. The American with Disabilities Act (ADA) prohibits vertical changes in level greater than 1/4 of an inch on sidewalks and walkways. Anything over can become a serious tripping hazard, exposing you to costly lawsuits.

We will eliminate these potentially dangerous conditions quickly and effectively while minimizing the inconvenience to your residents or those visiting your community.

### Pricing for Sidewalk Replacement

Sidewalk replacement for hazards over 2" or broken will be priced according to the square feet of the panel. Total square feet by panels will be determined after the sidewalks review. This estimate does not include the following:

1. Permits if required (will be billed separately after manager's approval)
2. Irrigation/pipes repairs due to lines crossing sidewalks during replacements  
(Will be billed separately after Board members approval)

Each square Feet by panel replacement = **\$ 15.00 each**

## Overview and Proposal

Five Oaks	Sidewalk side(ft)	Panels
	(6x5)	57
	(8x8)	91
	(8x5)	28
Feathergrass Ct	Sidewalk side(ft)	Panels
3402	(5x4)	1
Playground	(5x4)	1
MiddleBrook Place	Sidewalk side(ft)	Panels
3444	(5x4)	1
Clay Brick Rd	Sidewalk side(ft)	Panels
	(8x8)	3
Sebastian Bridge Ln	Sidewalk side(ft)	Panels
	(5x4)	6
Forty banks	Sidewalk side(ft)	Panels
	(5x4)	14
Harmony Square Dr	Sidewalk side(ft)	Panels
	(5x5)	6
Cord Grass Pl	Sidewalk side(ft)	Panels
3388	(5x5)	3
Grande Heron Dr	Sidewalk side(ft)	Panels
	(5x5)	1
Little blue In	Sidewalk side(ft)	Panels
	(5x5)	1
Dark Sky Dr	Sidewalk side(ft)	Panels
	(5x5)	7
3129	(5x5)	1
Butterfly Dr	Sidewalk side(ft)	Panels
2	(5x5)	2

Sundrop St	Sidewalk side(ft)	Panels
6827	(5x5)	2
6825	(5x5)	1
6823	(5x5)	2
6803	(5x5)	2
6852	(5x5)	1
6846	(5x5)	1
6871	(5x5)	2
6870	(5x5)	1
6858	(5x5)	1
6876	(5x5)	3
6844	(5x5)	2
6879	(5x5)	1
6879(across)	(5x5)	3
6442	(5x5)	1
6882	(5x5)	1
blazing Star Ln	Sidewalk side(ft)	Panels
6214	(5x5)	1
Playground	(5x5)	11
3221	(5x5)	1
3223	(5x5)	2
Goldflower Ave	Sidewalk side(ft)	Panels
	(5x5)	1
Oak Glen Trail	Sidewalk side(ft)	Panels
	(5x5)	13
7191	(5x5)	1
Cat Brier Trail	Sidewalk side(ft)	Panels
3118	(5x5)	1
3364	(5x5)	1
3372	(5x5)	1
3318	(6x5)	1
3374	(6x5)	3
3322	(6x5)	1

Cat Brier Trail	Sidewalk side(ft)	Panels
	(6x5)	1
	(8x8)	4
	(8x8)	13
ButtonBush Loop	Sidewalk side(ft)	Panels
7020	(5x5)	4
7042	(5x5)	2
7048	(5x5)	3
Park	(5x5)	3
Sedges Ln	Sidewalk side(ft)	Panels
	(5x5)	2
Bracken Fern Dr	Sidewalk side(ft)	Panels
3321	(5x5)	7
3335	(5x5)	2
Cupseed lane	Sidewalk side(ft)	Panels
7014	(5x5)	7
7017	(5x5)	3
6919	(6x5)	3
6947	(6x5)	1
7000	(6x5)	6
7013	(6x5)	4
7017	(6x5)	2
SchoolHouse Rd	Sidewalk side(ft)	Panels
3422	(6x5)	2
3442	(6x5)	1
3444	(6x5)	3
3448	(6x5)	2
3450	(6x5)	2
3343	(6x5)	4
	(6x5)	6
	(6x5)	1
	(5x5)	1
	(8x8)	3



SchoolHouse Rd	Sidewalk side(ft)	Panels
3339	(6x5)	2
3307	(6x5)	1
3301	(6x5)	1
Next to the bathrooms	(8x8)	2
Behind Parking lot	(5x5)	2
BearGrass Rd	Sidewalk side(ft)	Panels
7001	(5x5)	3
6921	(5x5)	3
6918	(5x5)	1
6901	(5x5)	2
Pond Pine Rd	Sidewalk side(ft)	Panels
3324	(5x5)	1
3325	(5x5)	1
3324	(5x5)	2
Next to the playground	(5x5)	1
	(8x8)	1
Next to the dog park	(8x8)	2
Bluestem Rd	Sidewalk side(ft)	Panels
6971	(6x5)	1
6975	(6x5)	2
7015	(5x5)	4
Primrose Willow	Sidewalk side(ft)	Panels
3338	(5x5)	5
3342	(5x5)	1
<b>Total</b>		<b>415</b>

Panels Size	Panels	Sqft of concrete
5x4	23	460
5x5	138	3,450
6x5	107	3,210
8x5	28	1,120
8x8	119	7,616
<b>Total</b>	<b>415</b>	<b>15,856</b>

Totals	Quantity	Cost	Total
Total Sqft. (Replacements)	15,856	\$15.00	\$ 237,840.00
Total Cost of Project			\$ 237,840.00

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

# **Subsection 6C**

## **District Counsel**

# **Subsection 6Ci**

## **Attorney Charge Review**

**MEMORANDUM**

TO: Board of Supervisors  
Harmony CDD

FROM: Michael C. Eckert

DATE: February 14, 2023

RE: Legal Costs Review, Conclusions and Recommendations

---

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

Review

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

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

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

## Conclusions

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

## Recommendations

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

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

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

## EXHIBIT A

### KUTAK ROCK LLP RETENTION AND FEE AGREEMENT

#### I. PARTIES

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

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

and

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

#### II. SCOPE OF SERVICES

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

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

#### III. CLIENT FILES

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



#### IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Kutak Rock will bill Client a flat monthly fee of thirty-five hundred dollars (\$3,500) for months in which Kutak Rock attends the monthly board meeting in person. This flat fee shall be full compensation for a) preparation for the board meeting, b) travel to and from the board meeting, c) routine resolution preparation, d) routine contract preparation, and e) fielding routine questions from staff and board members requiring less than ten (10) minutes per call or email response. All other work will be billed at Kutak Rock's hourly rates set forth below. For months where Kutak Rock attends the monthly board meeting by zoom or conference call, Kutak Rock's work will be billed at the hourly rates set forth below. At any time and after meeting to discuss concerns with the flat fee structure, either Client or Kutak Rock can choose to terminate the flat fee portion of this agreement and revert to an hourly fee structure for all work under this Agreement.
- C. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The regular hourly rates of those initially expected to handle the bulk of Client's work are as follows:
- |                   |               |
|-------------------|---------------|
| Michael C. Eckert | \$395         |
| Wesley S. Haber   | \$360         |
| Associates        | \$265 - \$285 |
| Paralegals        | \$160         |
- Kutak Rock's regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock's annual rate increases to the extent hourly rates are not increased beyond \$15/hour.
- D. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- E. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.

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

## **V. BILLING AND PAYMENT**

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

## **VI. DEFAULT; VENUE**

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

## **VII. CONFLICTS**

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

## **VIII. ACKNOWLEDGMENT**

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

## IX. TERMINATION

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

## X. EXECUTION OF AGREEMENT

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

## XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed:

**HARMONY CDD COMMUNITY  
DEVELOPMENT DISTRICT**

By: Teresa Kramer

Its: Chair

Date: 8-17-2022

**KUTAK ROCK LLP**

By: [Signature]

Its: Transition Partner

Date: 8/16/22

ATTEST:

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

## **CDD EXPENSE REIMBURSEMENT POLICY**

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

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

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

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

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

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

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

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

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

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

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

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

# **Subsection 6D**

## **District Manager**

## **District Manager Report**

- Harmony Retail v Berube Lawsuit
  - This was settled for \$1000 paid out to Harmony Retail
- Code Enforcement Violation regarding the RV lot/Field
  - I reached out to the County to get an extension to May 10, 2023. The original deadline was April 10, 2023. He will still do his inspection on April and then again on May 10, 2023.
- Field Office Move
  - Will move to Ashley Pool Concession
  - Proposals in agenda
- Public records from County regarding Steve Berube
  - Records have been received from County
- Servellos final invoice
  - Met with Servello representatives on 3/21/23
  - Settled on withholding \$10,000.00
  - Counsel drew up release
- Turn over of the Enclaves at the Lakes

- Waiting on Sunterra to complete, provide documentation and schedule another walk through

# **Section 7**

## **Old Business**



# **Subsection 7A**

## **Update to School District Growth**

**From:** Debra Pace <[Debra.Pace@osceolaschools.net](mailto:Debra.Pace@osceolaschools.net)>

**Sent:** Tuesday, March 21, 2023 12:11 PM

**To:** Teresa Kramer <[teresa@harmonycdd.org](mailto:teresa@harmonycdd.org)>

**Cc:** Rhonda Blake <[Rhonda.Blake@osceolaschools.net](mailto:Rhonda.Blake@osceolaschools.net)>; Erika Booth <[Erika.Booth@osceolaschools.net](mailto:Erika.Booth@osceolaschools.net)>;

Scott Knoebel <[Scott.Knoebel@osceolaschools.net](mailto:Scott.Knoebel@osceolaschools.net)>; Dave Sharma <[Dave.Sharma@osceolaschools.net](mailto:Dave.Sharma@osceolaschools.net)>;

Sandra Davenport <[Sandra.Davenport@osceolaschools.net](mailto:Sandra.Davenport@osceolaschools.net)>

**Subject:** Harmony Community meeting, portable discussion

Good afternoon, Mrs. Kramer.

Thank you for following up; attached please find the revised projection, showing capacity with and without portables, going back to 2018-2019.

Our team has continued to explore all options, also trying to estimate the potential impact of charter schools planned in the eastern part of the county. We have identified two areas of the current building where we can garner more space with a capital space reconfiguration, being planned for Summer 2024. For the upcoming school year, Mrs. Davenport believes she can accommodate the projected student growth through using co-teach classrooms, so we are hoping to pause a portable installation project. For that reason, we won't plan a community meeting for April 4, but I will let you know if enrollment really starts to swell beyond our current projections this summer.

Thank you for helping us to communicate with the Harmony community stakeholders; please let me know if I can be of further assistance.

Debra P. Pace, Ed.D.

Superintendent

The School District of Osceola County

[Debra.Pace@osceolaschools.net](mailto:Debra.Pace@osceolaschools.net)

407-870-4008 Office

407-361-0061 Cell

407-870-4010 Fax

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**From:** Rhonda Blake <[Rhonda.Blake@osceolaschools.net](mailto:Rhonda.Blake@osceolaschools.net)>

**Sent:** Sunday, March 19, 2023 8:36 PM

**To:** Debra Pace <[Debra.Pace@osceolaschools.net](mailto:Debra.Pace@osceolaschools.net)>

**Cc:** Giselle Lee <[Giselle.Lee@osceolaschools.net](mailto:Giselle.Lee@osceolaschools.net)>; Dave Sharma <[Dave.Sharma@osceolaschools.net](mailto:Dave.Sharma@osceolaschools.net)>  
**Subject:** Re: Harmony Community meeting, portable discussion

Dr. Pace,

Per your request, I have updated the original spreadsheet to include the data from the previous year when portables were onsite at HRCS. If this does not meet your request, please let me know.

Staff is in the very early stages of preliminary attendance zone boundaries for Sunbridge and Knightsbridge, Academica opening on Jack Brack in 2024, and a reduced incoming Choice population will continue to influence the outyear enrollments at HRCS all of which will impact the updated attachment.

If you have questions regarding the attachment, please do not hesitate to contact me.

Rhonda F. Blake, Director

Planning Services

Facilities Services Department

The School District of Osceola County, FL

809 Bill Beck Boulevard

Kissimmee, FL 34744

(407) 518-2954 - Phone

65422 - Extension

(407) 518-2991 - Fax

District Mission Statement: "Inspiring all learners to reach their highest potential as responsible, productive citizens."

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Draft Projections for HRCS  
2023/2024 - 2027/2028

HRCS Projected	School	Plan Area	Year	Grades K-5	CHOICE Sending	CHOICE Receiving	NET TOTAL K5	Functional Capacity	Functional Utilization	Functional Capacity w/ Relocatables	Functional Utilization w/ Relocatables
SB Member: 5	HRCS	10	2018/19 Actual	1,090	95	66	1,061	891	119%	1,023	104%
	HRCS	10	2019/20 Actual	810	96	101	815	891	91%	N/A	N/A
	HRCS	10	2020/21 Actual	766	135	111	742	891	83%	N/A	N/A
	HRCS	10	2021/22 Actual	875	132	119	862	895	96%	N/A	N/A
	HRCS	10	2022/23 Actual	966	123	118	961	895	107%	N/A	N/A
	HRCS	10	2023/2024	1,077	129	118	1,066	895	119%	1,027	104%
Sunbridge to Open SY2425	HRCS	10	2024/2025	1,142	129	118	1,131	975	116%	1,107	102%
Sunbridge to Open SY2425 (-61)	HRCS	10	2024/25 ADJUSTED	1,081	129	118	1,070	975	110%	1,107	97%
Roan Bridge to Open SY2526	HRCS	10	2025/2026	1,248	133	118	1,233	975	126%	N/A	N/A
SB (-66), RB (-87), Potentially HTES (-178)	HRCS	10	2025/26 ADJUSTED	917	133	118	902	975	93%	N/A	N/A
	HRCS	10	2026/2027	1,447	136	118	1,429	975	147%	N/A	N/A
SB (-101), RB (-111), Potentially HTES (-201)	HRCS	10	2026/27 ADJUSTED	1,034	136	118	1,016	975	104%	N/A	N/A
	HRCS	10	2027/2028	1,608	144	118	1,582	975	162%	N/A	N/A
SB (-126), RB (-140), Potentially HTES (-223)	HRCS	10	2027/28 ADJUSTED	1,119	144	118	1,093	975	112%	N/A	N/A

\* All counts for redistricting based on preliminary outlook, may change based on attendance boundaries as they are finalized