

**HARMONY  
COMMUNITY DEVELOPMENT DISTRICT  
AGENDA PACKAGE**

**Thursday, November 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

# Agenda

# Harmony Community Development District

## Board of Supervisors

Daniel Leet, Vice Chair  
Kerul Kassel, Assistant Secretary  
Joellyn Phillips, Assistant Secretary  
Lucas Chokanis, Supervisor  
Vacant, Seat 5

## Staff:

Angel Montagna, District Manager  
Lynn Hayes, District Manager  
Michael Eckert, District Counsel  
David Hamstra, District Engineer

## Meeting Agenda

Thursday, November 30, 2023 – 6:00 p.m.

1. **Call to Order and Roll Call**
2. **Audience Comments** – Three- (3) Minute Time Limit
3. **Administrative Matters**
  - A. Appointment for Seat 5 Unexpired Term .....Page 5
  - B. Oath of Office .....Page 10
  - C. Consideration of Resolution 2024-03, Designation of Officers .....Page 12
  - D. Consideration of Resolution 2024-04, Recognition of Teresa Kramer .....Page 14
4. **Staff Reports**
  - A. Landscaping: Benchmark Landscaping/United Land Services
    - i. Ratification of Proposal #66710 for Emergency Removal of Sycamore Tree .....Page 18
    - ii. Proposal #66758 for Oak Tree Removal ..... Page 20
  - B. Field Manager: Inframark
    - i. Monthly Report.....Page 23
  - C. District Engineer: Pegasus Engineering
    - i. Discussion Regarding Drain Cleaning
  - D. District Counsel: Kutak Rock
    - i. Potential Spending Authorization Resolution to Supplement Procurement Policy.....Page 57
    - ii. Action on Parcel VC-1 Debt Service
  - E. District Manager: Inframark
5. **Business Items**
  - A. Consideration of the Tax Solution Arbitrage Engagement Letter .....Page 71
  - B. Consideration of the Pool Heater Proposals .....Page 75
  - C. Consideration of Resolution 2024-05, Amending Fiscal Year 2023 Budget .....Page 82
  - D. Discussion Regarding Field Services
  - E. Discussion Regarding Developer Use of Amenity Images
  - F. Discussion Regarding Developer Bond for Harmony Cove
  - G. Discussion Regarding Guidance on Verge Modifications
  - H. Discussion Regarding Replacing Live Oak with Post Oak at 6994 Bluestem Road.....Page 85
6. **Consent Agenda**
  - A. Meeting Minutes from October 26, 2023 .....Page 89
  - B. Financial Statements .....Page 155
  - C. Check Register .....Page 168
7. **Supervisor Requests**
8. **Adjournment**

*The next meeting is scheduled for Thursday, December 21, 2023*

## District Office:

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

## Meeting Location:

3285 Songbird Circle  
St. Cloud, FL 34773

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

# **Section 3**

## **Administrative Matters**

## **Subsection 3A**

### **Appointment for Seat 5 Unexpired Term**

**From:** [Montagna, Angel](#)  
**To:** [Dan Leet](#); [Kerul Kassel](#); [Lucas Chokanis](#); [jo@harmonycdd.org](mailto:jo@harmonycdd.org)  
**Cc:** [Hayes, Lynn](#); [Burgess, Brenda](#); [Palmer, Jessie](#)  
**Subject:** Fwd: CDD Seat 5  
**Date:** Saturday, October 28, 2023 8:32:49 AM

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Hello

Please see the below applicant for the vacant seat.

Brenda- please add this to the agenda- Vacant Seat 5

Sent from my iPhone

Begin forwarded message:

**From:** Mark LeMenager <[mark\\_lemenager@yahoo.com](mailto:mark_lemenager@yahoo.com)>  
**Date:** October 28, 2023 at 7:39:40 AM EDT  
**To:** "Montagna, Angel" <[Angel.Montagna@inframark.com](mailto:Angel.Montagna@inframark.com)>  
**Subject:** CDD Seat 5  
**Reply-To:** Mark LeMenager <[mark\\_lemenager@yahoo.com](mailto:mark_lemenager@yahoo.com)>

**WARNING:** This email originated outside of Inframark. Take caution when clicking on links and opening attachments.

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Hi Angel,

I would like to be considered for the vacant seat. Per Dan's post my info is as follows:

1. Mark LeMenager
2. 3313 Schoolhouse Road
3. Retired business executive and Realtor
4. BA cum Laude, Bradley University
5. 8 years experience as a Harmony CDD Supervisor
6. I certainly have the time to devote to the job.
7. Honestly I feel the CDD has lost it's way and I'd like to be part of the solution.

Best Regards,  
Mark LeMenager  
Cell: 407-744-4759

**John A. Valldejuli**  
**Phone: 904-806-3310 (phone and text)**  
**Email: jovalkh@comcast.net**

\*\*\*\*\*

## **QUALIFICATIONS SUMMARY**

Strong project management, problem-solving, and completion skills requiring interpersonal coordination of professional specialties. Twenty-two years experience in developing and implementing financial strategies for individual and corporate clients utilizing on-going economic and problem-solving analysis with the objective of maximizing net return on capital and minimizing risk of loss. Extensive experience in real estate development and sales.

## **EMPLOYMENT HISTORY**

2003 to 2017

Development and sales of land projects requiring close working relationships with engineers, lawyers, and real estate agents

April, 1995 to 2003 - Independent Consultant

- \* Recruiting retail sales agents for financial products
- \* Raising capital for development projects
- \* Marketing of home mortgage notes
- \* Marketing of controlled-risk equity products
- \* Business planning with the goal of maximizing profits
- \* Trading of U.S. Treasury bond futures options

1986 to April, 1995 - Investment Management & Research, Inc., (wholly owned subsidiary of Raymond James Financial, Inc.) SEC\NASD Registered Principal, Independent Insurance Agent, Gainesville and Tampa, Florida

- \* Managed independent office
- \* Developed clientele with strong personal rapport
- \* Identify and develop strategies in solving client financial problems
- \* Perform on-going world market economic analysis with the goal of protecting and maximizing return on client capital

1982 to 1986 - E. F. Hutton & Co., Inc., Tampa, Fla., SEC\NASD Registered Securities Representative, Commodity Futures Representative

- \* Developed strong corporate clientele for commercial futures hedging of frozen concentrated orange juice
- \* Appointed national orange juice specialist for E.F. Hutton & Co. and wrote daily market comment for dissemination to brokers

- \* Successfully marketed public and private limited partnerships in real estate, equipment leasing and motion pictures
- \* Designed and instructed numerous State of Florida approved CPA CE credit courses on investment analysis and comprehension

1981 to 1982 - Merrill Lynch Pierce Fenner & Smith, Inc., Chicago, Ill., SEC/NASD Registered Securities Representative

- \* Developed securities investment clientele
- \* Successfully marketed full range of financial products
- \* Performed on-going portfolio and economic analysis for clients

1980 to 1981 - Anspacher & Associates, Inc., Chicago, Ill., Trading Member of the Chicago Mercantile Exchange, Commodity Futures Representative

- \* Provided daily liaison, market analysis and comments to satellite nationwide offices with the goal of increasing client trading profitability
- \* Advised personal clientele on commercial hedging strategies with the goal of minimizing price risk in commercial operations
- \* Successfully speculated in commodity futures, i.e. currencies, gold, T-Bills, meats and others while on-floor trading member of the Chicago Mercantile Exchange

1977 to 1980 - Merrill Lynch Pierce Fenner & Smith, Inc., Commodity Futures Representative, Jacksonville, Florida

- \* Successfully developed speculative and commercial hedging commodity futures trading clientele
- \* Attained "Executive" award level in first year

## **COMMUNITY ACTIVITIES**

2010 Served on Clay County FL Government Capital Improvement Committee

- \* Committee for prioritizing capital projects with a limited budget following the 2008-2009 real estate value drop

1986 - Founder and President of "Operation Angel Plane-Tampa Bay"

- \* Successfully arranged for charitable emergency air-ambulance services for numerous indigent medical patients
- \* Piloted personal aircraft in transport of organ transplant patients

1992 - Main organizer and chief fund-raiser for Keystone Air Show

- \* Recruited 24th Infantry of U.S. Army, spearhead of Desert Storm, to display and man veteran field armor and helicopters
- \* Recruited U.S. Air Force and U.S. Navy flight demonstrations

## **FORMAL EDUCATION**

MAMRD degree, 1977, Food and Resource Economics, University of Florida, GPA: 3.73/4.00

- \* Original research in constructing price forecasting models

Bachelor degree with honors, 1976, Food and Resource Economics, University of Florida, GPA: 3.53/4.00

- \* Business management
- \* Economics and finance

Valedictorian, 1972, Keystone Heights High School

## **TECHNICAL EDUCATION AND EXPERIENCE**

General Contractor and designer of owner-built home in Harmony, FL

FAA Commercial Pilot License and Instrument Rating, 1975, Daytona Beach Aviation

Private License, 1973, Embry Riddle Aeronautical University

- \* Over 1,000 hours of flight experience
- \* International flights as pilot-in-command
- \* Built, over 19 months, a six passenger 660 h.p. turbine aircraft

# **Subsection 3B**

## **Oath of Office**

**HARMONY COMMUNITY DEVELOPMENT DISTRICT**

**OATH OF OFFICE**

I, \_\_\_\_\_, a citizen of the State of Florida and of the United States of America, and being employed by or an officer of the Harmony Community Development District and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and the State of Florida, and as a recipient of public funds, I will faithfully, honestly, and impartially discharge the duties devolving upon me in the office of Supervisor.

\_\_\_\_\_  
Signature

**ACKNOWLEDGEMENT OF OATH BEING TAKEN**

STATE OF FLORIDA  
COUNTY OF OSCEOLA

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, personally appeared and is known to me to be the person described herein and who took the aforementioned oath as a Board Member of the Board of Supervisors of the Harmony Community Development District and acknowledged to and before me that they took said oath for the purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

SEAL

\_\_\_\_\_  
Notary Public  
STATE OF FLORIDA

\_\_\_\_\_  
Printed name

My commission expires on: \_\_\_\_\_

# **Subsection 3C**

## **Resolution 2024-03**

**RESOLUTION 2024-03**

**A RESOLUTION DESIGNATING OFFICERS OF THE  
HARMONY COMMUNITY DEVELOPMENT DISTRICT**

**WHEREAS**, the Board of Supervisors of the Harmony Community Development District desires to appoint the below-recited persons to the offices specified.

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

1. The following persons were appointed to the offices shown, to wit:

_____	Chairman
_____	Vice Chairman
<u>Lynn Hayes</u>	Secretary
<u>Stephen Bloom</u>	Treasurer
<u>Angel Montagna</u>	Assistant Treasurer
<u>Yarilis Villarrubia</u>	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

APPROVED AND EXECUTED THIS, 30<sup>TH</sup> DAY OF NOVEMBER, 2023.

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

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

# **Subsection 3D**

**Resolution 2024-04**

## Resolution 2024-04

### A RESOLUTION OF THE BOARD OF SUPERVISORS RECOGNIZING THE CONTRIBUTIONS OF TERESA KRAMER.

**WHEREAS**, the Harmony Community Development District (“District”) is a special-purpose District created by law and established by the Board of County Commissioners of Osceola County, pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District is a special-purpose local government, charged with the sole duty and responsibility of managing the works of the District, including designing, financing, constructing, and operating capital infrastructure to support Harmony, a planned community in Osceola County, Florida; and

**WHEREAS**, the major function of the District was and is the pin-pointed, focused management of the works of the District, including alleys, sidewalks, landscaping, stormwater management, aquatic weed control, and recreational facilities; and

**WHEREAS**, Teresa Kramer demonstrated a dedication and devotion to preserving and protecting the interests of the District, and assuring the aforesaid infrastructure systems be managed to the highest standards in a timely and economical way; and

**WHEREAS**, Ms. Kramer’s energy, leadership, creativity, guidance, counsel, and efforts constitute a substantial contribution to the continued outstanding success of the Harmony community; and

**WHEREAS**, Ms. Kramer provided leadership, wisdom, and direction in serving on the Board of Supervisors since November 2020, serving as Chairman since that date until her resignation October 2023; and

**WHEREAS**, the Board finds it fitting and proper that official recognition be given to Ms. Kramer for her service and dedication to the Harmony community;

**NOW, THEREFORE, BE IT RESOLVED**, that the members of the Board of Supervisors of the Harmony Community Development District, for and on behalf of themselves and on behalf of the District, express their appreciation and gratitude to Ms. Kramer for her efforts and contributions to the ongoing success of the Harmony community.

UNANIMOUSLY APPROVED and EXECUTED this 30<sup>th</sup> day of November, 2023.

\_\_\_\_\_  
Daniel Leet, Seat 1

\_\_\_\_\_  
Joellyn Phillips, Seat 2

\_\_\_\_\_  
Kerul Kassel, Seat 3

\_\_\_\_\_  
Lucas Chokanis, Seat 4

\_\_\_\_\_  
, Seat 5

\_\_\_\_\_  
Angel Montagna, Manager

# **Section 4**

## **Staff Reports**

## **Subsection 4A**

**Landscaping: Benchmark  
Landscaping/United Land  
Services**

# **Subsection 4A(i)**

## **Ratification of Proposal #66710**



## Proposal #66710

Date: 11/21/2023

PO #

Jacob Mootz

### Customer:

Harmony CDD  
Inframark  
313 Campus Street  
Kissimmee, FL 34747

### Property:

Harmony CDD  
3500 Harmony Sq Dr W  
Harmony, 34773

## Sycamore Tree Removal - Emergency

Please see the price below to remove the leaning sycamore tree at 7039 Buttonbush Loop. Price includes tree removal, stump grinding and disposal of material offsite. Thank you.

Default Group				\$2,190.00
Items	Quantity	Unit	Price/Unit	Price
<b>Property Improvements</b>				
Tree Removal	1.00	Dollars	\$2,190.00	\$2,190.00
<b>PROJECT TOTAL:</b>				<b>\$2,190.00</b>

By \_\_\_\_\_

Jacob Mootz

Date 11/21/2023

Benchmark landscaping

By \_\_\_\_\_

Date \_\_\_\_\_

Harmony CDD

**Subsection 4A(ii)**

**Proposal #66758**



## Proposal #66758

Date: 11/21/2023

PO #

Jacob Mootz

### Customer:

Harmony CDD  
Inframark  
313 Campus Street  
Kissimmee, FL 34747

### Property:

Harmony CDD  
3500 Harmony Sq Dr W  
Harmony, 34773

## Oak Tree Removal - Animal Monumente

Please see the price below to remove the leaning oak tree by the animal monument that was discussed at the October 2023 meeting. Price includes tree removal, stump grinding and disposal of material offsite. We also included sod for filling in the area where the tree ring was located. Thank you.

**Default Group** **\$2,347.83**

Items	Quantity	Unit	Price/Unit	Price
<b>Property Improvements</b>				
Tree Removal	1.00	Dollars	\$2,015.00	\$2,015.00
St Augustine Sod (Sqft)	350.00	Sq Ft	\$0.54	\$189.63
Sod Installation Labor	1.00	Hr	\$143.20	\$143.20
<b>PROJECT TOTAL:</b>				<b>\$2,347.83</b>

By \_\_\_\_\_

Jacob Mootz

Date 11/21/2023

Benchmark landscaping

By \_\_\_\_\_

Date \_\_\_\_\_

Harmony CDD

## **Subsection 4B**

**Field Manager: Inframark**

# **Subsection 4B(i)**

## **Monthly Report**

# NOVEMBER 2023 FIELD INSPECTION

CDD HARMONY

Tuesday, November 14, 2023

Prepared For Board Of Supervisors

42 Issues Identified

Jorge A Baez Field  
Supervisor  
Inframark





### Issue 1

Assigned To Benchmark

Low tree limbs at Ashley pool need to be trimmed

Provide schedule to service the le branches at the pool area.



### Issue 2

Assigned To Benchmark, Inframark

Low tree limbs at Ashley pool need to be trimmed

Provide schedule to service the le branches at the pool area.

Poolside pergola will be clean after branches get trimmed




# Summary of Comments on Harmony CDD November 2023 Field Inspection.pdf


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Page: 2

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 11/22/2023 8:40:57 AM  
Tree work will be completed the week of 11/27

---

 Number: 2      Author: bench      Subject: Sticky Note      Date: 11/22/2023 8:41:17 AM  
Will be completed week of 11/27

---



### Issue 3

Assigned To Benchmark

Tree branches too long and low need to be trimmed.

Provide schedule for trimming branches at the Ashley pool area.

1



### Issue 4

Assigned To Benchmark

Tree branches at Oak Glen Trail need to be trimmed.


Provide schedule for service the low branches.

2




## Page: 3

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 11/22/2023 8:41:32 AM  
Will be completed the week of 11/27

---

 Number: 2      Author: bench      Subject: Sticky Note      Date: 11/22/2023 8:42:03 AM  
Tree work will be completed in December

---



## Issue 5

Assigned To Benchmark

Tree branches obstructing the street sign view need to be trimmed. (Oak Glen Trail and Southern Pine Rd)

Provide schedule for trimming the branches obstructing the view.



## Issue 6

Assigned To Benchmark


Moss covering the Crepe Myrtles need to be removed.

Provide services to remove moss at Needlegrass Ln.




## Page: 4

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 11/22/2023 8:42:28 AM  
Will be addressed week of 11/27

---

 Number: 2      Author: bench      Subject: Sticky Note      Date: 11/22/2023 8:42:55 AM  
Moss that we could reach from the ground was completed week of 11/20

---



### Issue 7

Assigned To Benchmark

Grass plants overgrowth around  
Buck lake park.

Provide schedule to service grass  
plants.




### Issue 8

Assigned To Benchmark

Some grass plants overgrowth over  
the sidewalk have been serviced by  
Benchmark.

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 11/22/2023 8:43:19 AM

---

Grasses will be pruned back in December

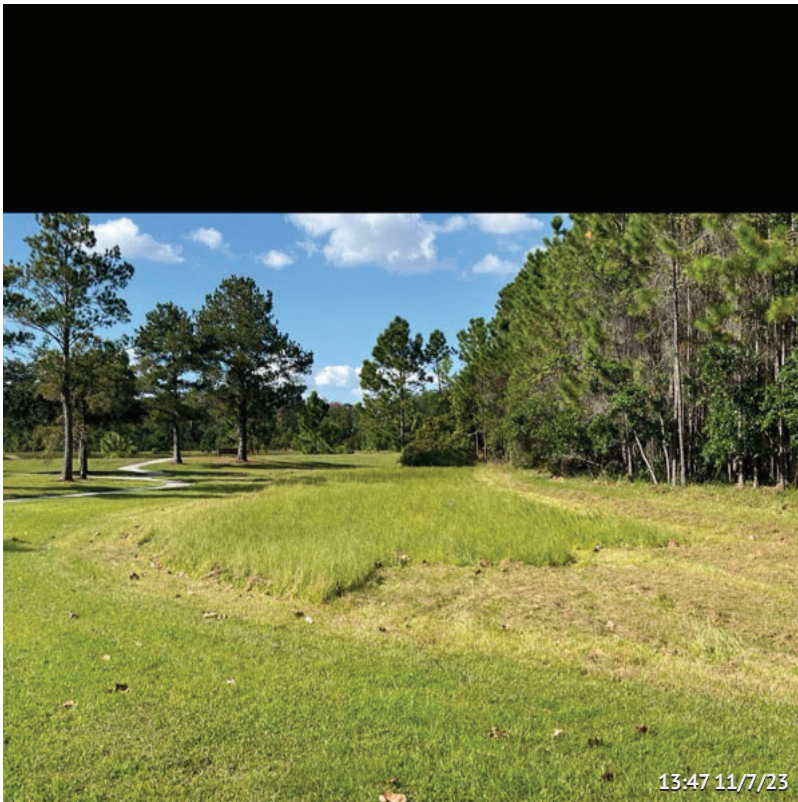


### Issue 9

Assigned To Benchmark

Grass plants overgrowth around Buck lake soccer field need to be serviced.

Provide schedule for service grass plants around community.




### Issue 10

Assigned To Benchmark

Over saturated area is unable to be mowed.

Area will get mowed when it gets more dry.

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 11/22/2023 8:44:18 AM  
Grasses will be pruned back in December

---



### Issue 11

Assigned To Benchmark  
Low branches at Schoolhouse Dr  
need to be trimmed.  
Provide schedule to trim low  
branches.




### Issue 12


Assigned To Benchmark  
Low branches across the street from  
school need to be trimmed. At  
schoolhouse Rd  
Provide schedule for service low  
branches.



---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 11/22/2023 8:45:25 AM  
Will be completed in December with additional tree crew

---

 Number: 2      Author: bench      Subject: Sticky Note      Date: 11/22/2023 8:45:47 AM  
Scheduled for late December when school is not in session.

---



### Issue 13

Assigned To Benchmark, Inframark  
Detail service completed at Five  
Oaks Dr entrance.

Curb is in schedule to be pressure  
washed.



### Issue 14

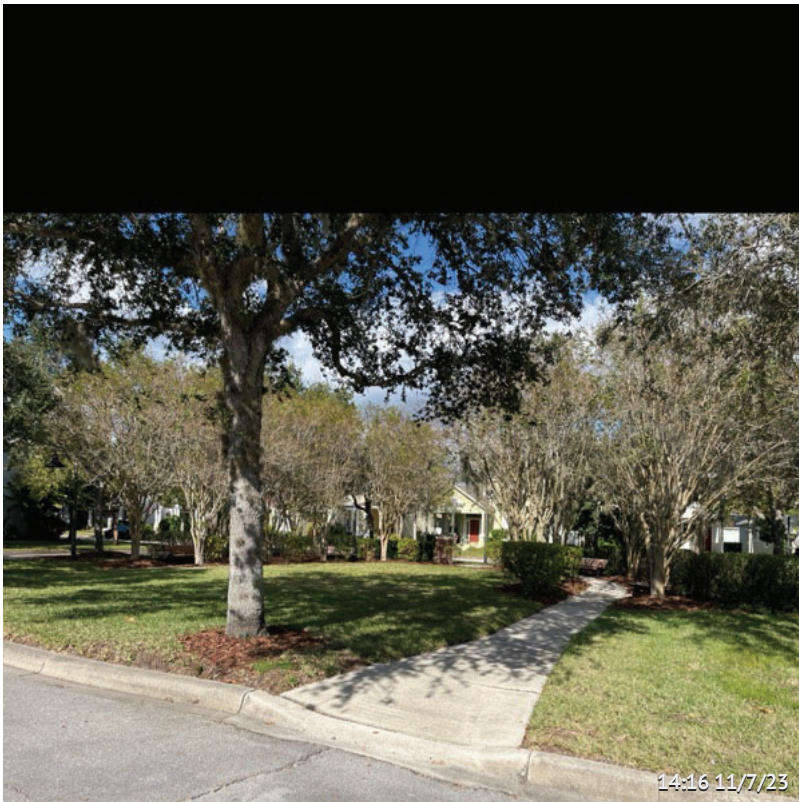
Assigned To Benchmark  
Annual plants have been installed  
and mowing service has been  
completed at Five Oaks Dr entrance.



### Issue 15

Assigned To Benchmark

Tree branches around light pole need to be trimmed at Five Oaks Dr. Provide schedule for service low branches.




### Issue 16

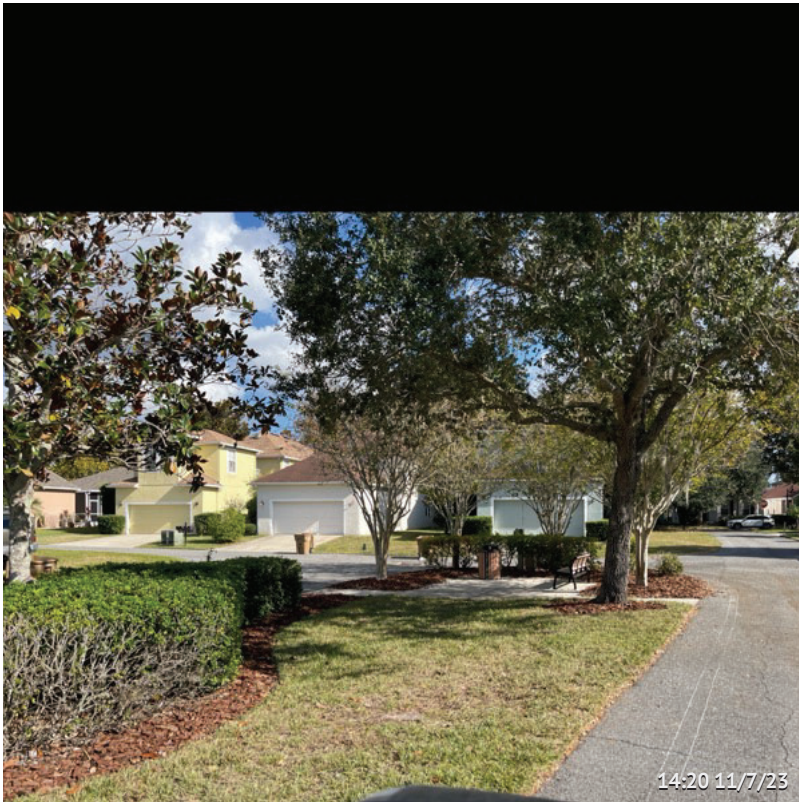
Assigned To Benchmark

Mowing service completed at Park between Buttonbush Loop and Five Oaks Drive.

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 11/22/2023 8:46:32 AM  
Additional tree crew will service in December, work has started in this area

---



### Issue 17

Assigned To Benchmark

Mowing service completed at park  
between Buttonbush Loop and  
Bracken Fern Dr



### Issue 18


Assigned To Benchmark

Low branches at Five Oaks Dr need  
to be trimmed.

Provide schedule for trimming low  
branches at main roads.

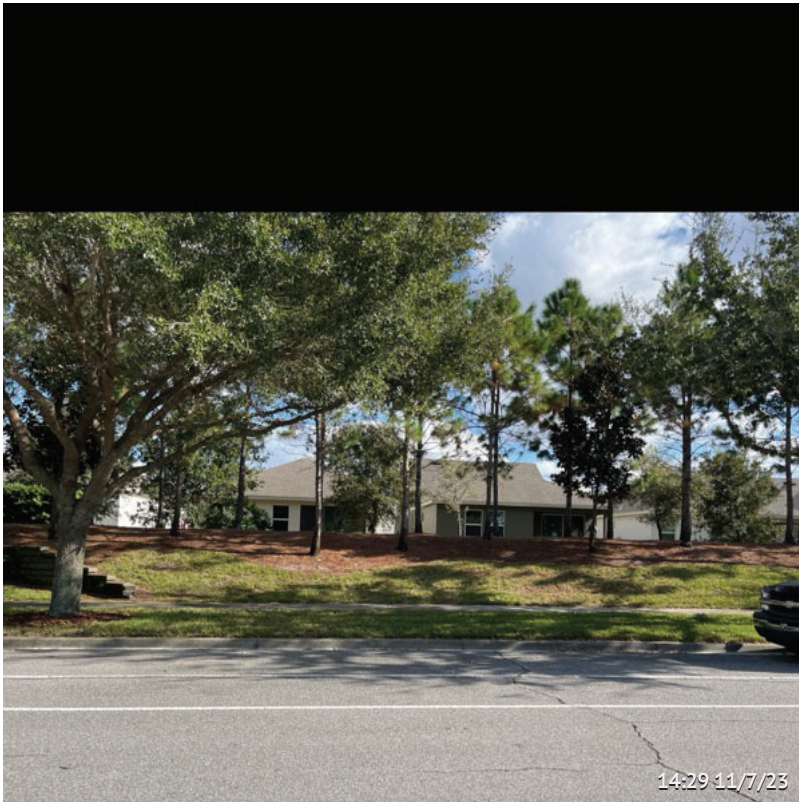


---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 11/22/2023 8:47:27 AM

---

Additional tree crew will be servicing in December. Benchmark will only be lifting to 14' over roadways.



### Issue 19


Assigned To Benchmark  
Pine needles at beds will be provided during November.



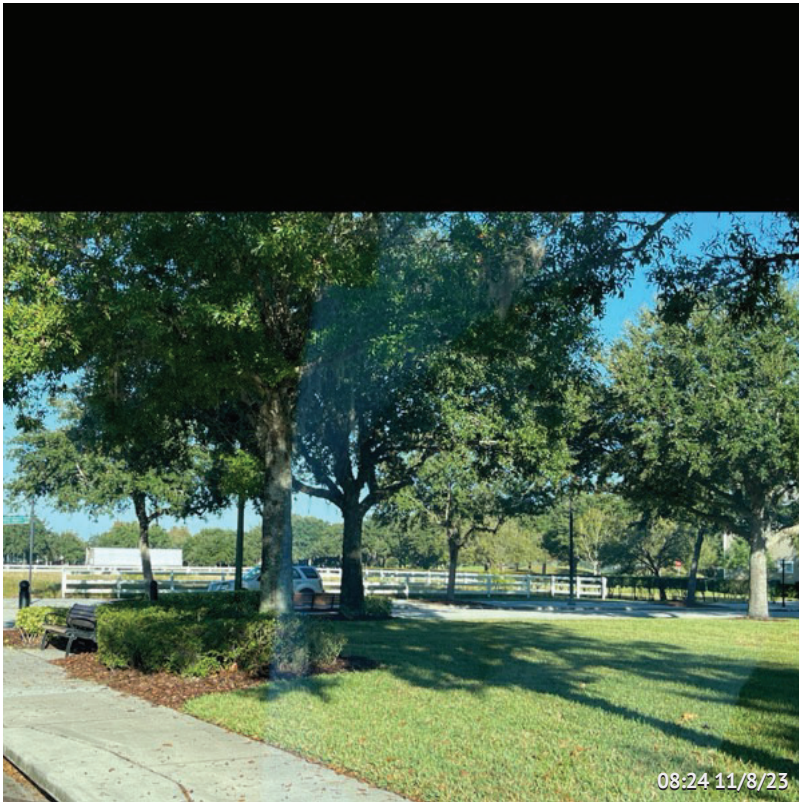
### Issue 20

Assigned To Benchmark  
Annual plants have been installed at Harmony main entrance.

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 11/22/2023 8:47:42 AM  
Completed in November

---



## Issue 21

Assigned To Benchmark

Mowing service and mulching at Harmony Square Dr is completed.



## Issue 22


Assigned To Benchmark

Low branches close to the street sign need to be trimmed.

Provide schedule to service low branches obstructing sign at Harmony Square Dr



---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 11/22/2023 8:48:09 AM  
Will be completed the week of 11/27

---



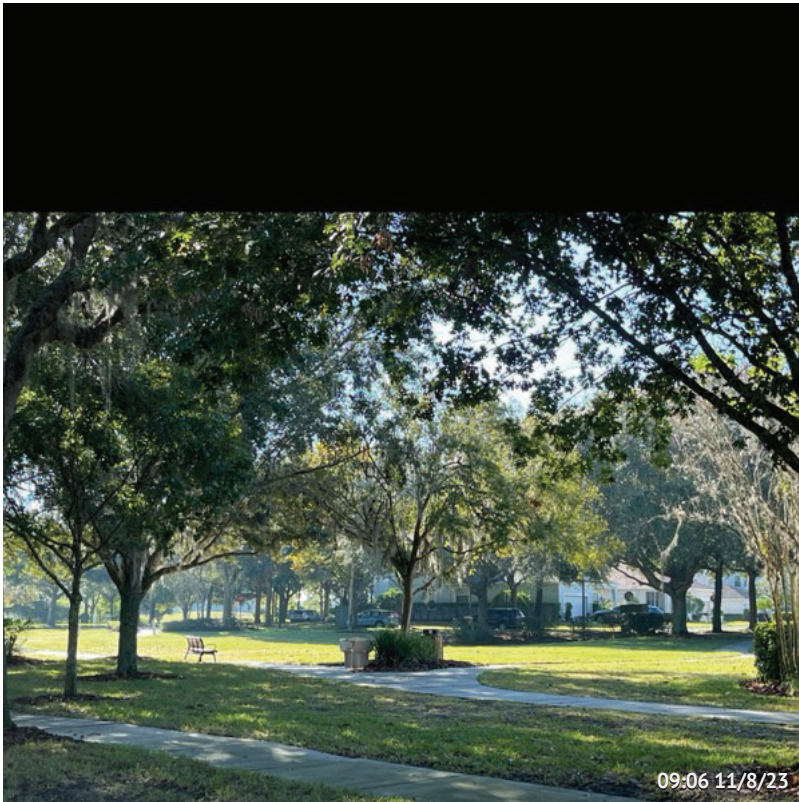
### Issue 23

Assigned To Inframark  
Lake Shore park sidewalk is in  
schedule to be replaced.



### Issue 24

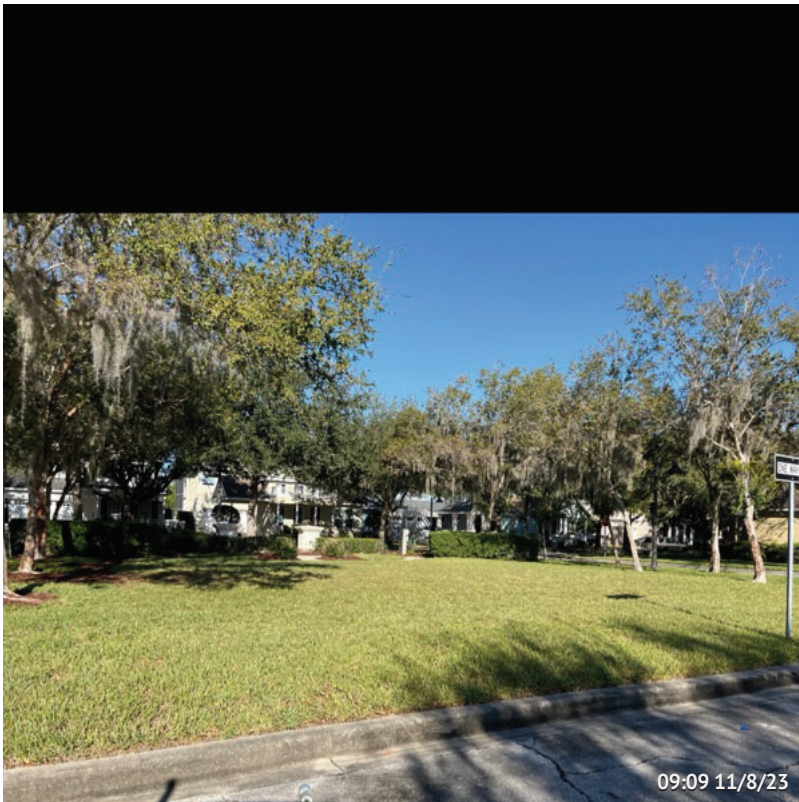
Assigned To Benchmark  
Mowing service at Beargrass Rd is  
completed



## Issue 25

Assigned To Benchmark

Mowing service at Harmony dog park and CDD open space area is completed



## Issue 26

Assigned To Benchmark

Service in CDD open space area at Fashion Holly Ct is completed



### Issue 27

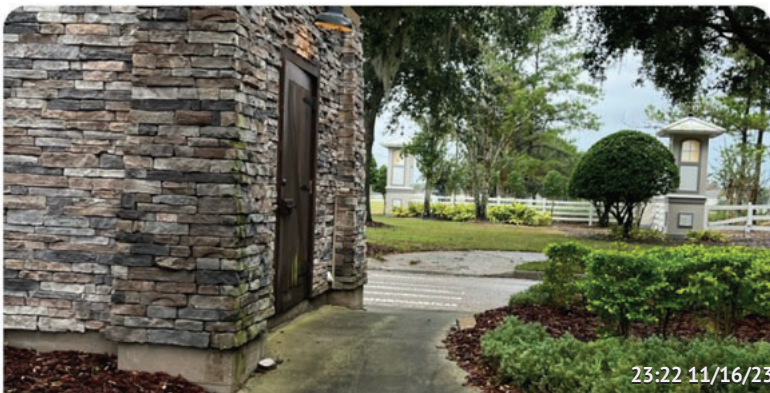
Assigned To Inframark  
Currently looking for options to clean unreachable area at East tower.

We cleaned around 25ft from the ground with extension poles.



### Issue 28

Assigned To Inframark  
Pressure washing service in progress at East tower and surrounding areas including the sidewalk and curb at Harmony Square Dr.

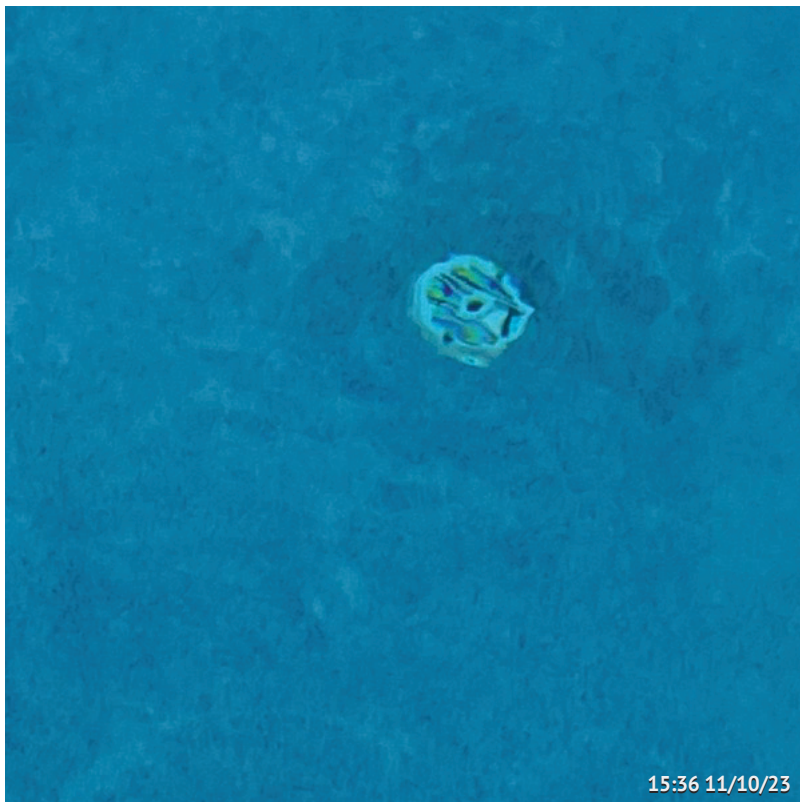




### Issue 29

Assigned To Inframark

Signs need replacing. We were unable to clean dirty sign with the pressure washer and mold remover.



### Issue 30

Assigned To Inframark

Broken cover grate at pool be replace before November 20



### Issue 31

Assigned To Inframark

Broken lock latch will be replaced as soon as it arrives.

Item will be delivered by November 20



### Issue 32

Assigned To Inframark

Damaged lift obstructing Cat Brier sidewalk needs to be removed by November 20.

Owner is trying to get lift fixed to be able to remove it.



### Issue 33

Assigned To Inframark  
P-Trap leak in women's At Buck Lake  
Park have been fixed.



### Issue 34

Assigned To Inframark  
Electric meter door next to the  
garden has been fixed.



### Issue 35

Assigned To Inframark

Daily service at pool areas is getting completed every day.



### Issue 36

Assigned To Inframark

Sign installation at Billy's Trail is complete



### Issue 37

Assigned To Inframark

People are jumping the fence overnight and removing the dirt, plants and leaving trash at pool area.



### Issue 38

Assigned To Inframark

People are hiding at Ashley pool bathrooms to smoke at no working hours.

Bathrooms area getting cleaned daily at parks and pool areas.



### Issue 39

Assigned To Inframark

Loose tiles at swimming club have been fixed.



### Issue 40

Assigned To Inframark

Ashley pool and Swimming club pool have been drained due to excessive rain over the week.



#### Issue 41

Assigned To Inframark  
Pressure washing curbs around community is in progress.



#### Issue 42

Assigned To Inframark  
Leaves are getting picked up daily inside the pool and the deck around it.

# **Subsection 4D**

**District Counsel:  
Kutak Rock**

# **Subsection 4D(i)**

## **Potential Spending Authorization Resolution**

## MEMORANDUM

TO: Board of Supervisors  
Harmony CDD

FROM: Michael C. Eckert  
Kutak Rock LLP

DATE: September 19, 2023

RE: Sample Spending Authorization Resolution; Existing Procurement Process

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In many of the CDDs our firm represents, the Board has adopted a resolution which sets forth the authority and spending limits for district staff and the chair. A sample of this resolution is attached as **Exhibit A** for your information and review.

We are also aware that the District previously implemented a Procurement Policy and Procedure resulting in significant savings to the residents. A copy of that Policy is attached as **Exhibit B**.

The Board is being asked to decide whether it wants district counsel to draft a spending authorization resolution for the board's consideration at its October or November meeting. If this effort is approved by the Board, it would make sense at the same time for district counsel to review the existing Procurement Policy and Procedure to ensure the District's approach to cost control is consistent.

I look forward to discussing this matter with you at the meeting next week.

**EXHIBIT A**

**RESOLUTION 2023-\_\_**

**A RESOLUTION OF THE \_\_\_\_\_ COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING THE DISBURSEMENT OF FUNDS OF THE DISTRICT WITHOUT PRIOR APPROVAL OF THE DISTRICT’S BOARD OF SUPERVISORS (“BOARD”); SETTING CERTAIN MONETARY THRESHOLDS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

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

**WHEREAS**, Section 190.011(5) of the Florida Statutes, authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

**WHEREAS**, Rule 1.1(2)(f) of the District’s Rules of Procedure contemplates that the Board may delegate authority to others to contract or make expenditures on behalf of the District; and

**WHEREAS**, the Board hereby determines that for purposes of administrative and accounting necessity, it is in the best interests of the District, and necessary for the conduct of District business, to establish a policy governing the disbursement of funds with prior approval by the District’s Property Manager, District Manager/Secretary, and/or Chair, as set forth below.

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

**Section 1.      Payment of Expenses.**

**A. Continuing Expenses.** The Board hereby authorizes the payment of invoices of continuing expenses, which meet the following requirements:

- 1.**      The invoices must be due on or before the next scheduled meeting of the Board of Supervisors.
- 2.**      The invoice must be pursuant to a contract or agreement authorized by the Board of Supervisors.

3. The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.

**B. Non-Continuing Expenses.** The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses which are 1) required or appropriate for the District to maintain orderly, efficient and effective operations, maintenance and replacement of the District's facilities and infrastructure, 2) required to provide for the health, safety, and welfare of the residents within the District; or 3) required to repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets, pursuant to the following schedule:

1. Non-Continuing Expenses Not Exceeding \$ \_\_\_\_\_ with approval of the Property Manager; and
2. Non-Continuing Expenses Not Exceeding \$ \_\_\_\_\_ with approval of the District Manager/Secretary; and
3. Non-Continuing Expenses Not Exceeding \$ \_\_\_\_\_ with approval of the District Manager/Secretary and Chair of the Board of Supervisors, if in the judgment of the District Manager/Secretary and Chair such Non-Continuing Expense is required to be addressed before the next scheduled meeting of the Board of Supervisors.

Before any expenditure is made under Section 1.B.1., the Property Manager shall confirm that there are available funds in the budget to pay the expense, either in the line item most germane to the expense or in another budget line item that has the capacity to be used for the expense.

Before any expenditure is made under Section 1.B.2. or section 1.B.3, the District Manager/Secretary shall confirm that there are available funds in the budget to pay the expense, either in the line item most germane to the expense or in another budget line item that has the capacity to be used for the expense.

**C. Emergency Expenses.** For emergency expenses exceeding the authorization in section 1.B. above, and in the event that an emergency meeting of the Board cannot timely be convened pursuant to the District's Rule 1.3(6) and Florida law, the Board hereby authorizes the disbursement of funds in any amount necessary to address any emergency condition affecting the District, but only with the prior written approval of (i) the District Manager/Secretary and (ii) the Chair of the Board of Supervisors, or in his or her absence, the Vice Chair, or in his or her absence, the Secretary or any Assistant Secretary of the District. For purposes of this

Resolution, the term “emergency expense” means a purchase or payment necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the delay of waiting for a board meeting would be detrimental to the interests of the District. This includes, but is not limited to, instances where delay will jeopardize the funding for the project, will materially increase the cost of the project, will likely cause damage to property, will prejudice the District’s interest in a project already in progress, or will create an undue hardship on the public health, safety, or welfare.

**Section 2. Board Consideration.** Any payment made pursuant to the Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification. Copies of any disbursements made under the authority of this Resolution shall be included in the agenda package for the scheduled meeting or otherwise distributed to the Board at the meeting.

**Section 3. Severability.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**Section 4. Effective Date; Conflicts.** This Resolution shall take effect upon the passage and adoption by the Board, and shall remain in effect unless rescinded or repealed. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

Introduced, considered favorably, and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

\_\_\_\_\_  
**COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chair

**EXHIBIT B**

**PROCUREMENT POLICY AND PROCEDURE**

# PROCUREMENT POLICY AND PROCEDURE

## PROCUREMENT POLICY

The District's Board of Supervisors, District Manager and Field Services Manager recognize that open and fair competition is a basic part of public procurement and inspires public confidence that District contracts are awarded equitably and economically.

It is essential to the effective and ethical procurement of commodities and services, that the District use a system of uniform procedures in managing and procuring commodities and services. Detailed records of District decisions in procurement must be maintained. Strict adherence to specific ethical considerations by all District officers, employees, and agents, and by the suppliers and contractors is to maintain the confidence of the residents, the District, and the business community in the expenditure of District funds.

## REQUIREMENTS FOR ALL PROCUREMENTS

- Ensure tax is not included in the quoted price.
- Due diligence to obtain the best price is required no matter the purchase price.
- If the required number of quotes are not obtainable due to lack of vendor interest/response, provide the reason in writing to the DM when submitting the quotes.
- All District invoices must comply with section 218.7, Florida Statutes, Prompt Payment Act governing payment for goods or services by government agencies.
- Any agreement that obligates the District into the future, such as contracting for mobile phone service, contracting for internet services, or ongoing rental or purchase over time of equipment must be approved by the Board and signed by the District Manager, regardless of price.

## EXEMPTION LIST

The following expenditures are exempt from the Procurement Procedure:

- A. Pre-approved District employees' reimbursements;
- B. Monthly recurring utility bills (sole source);
- C. Purchases made during the period of a declared emergency;
- D. Legal advertising;
- E. FedEx and/or UPS invoices;
- F. Refunds;
- G. Reimbursements to residents serving on District Boards; and
- H. Recurring monthly intergovernmental disbursements.

## WAIVER OF REQUIREMENTS

The District may, when deemed to be in the best interest of the District and not inconsistent with law, waive any or all requirements or provisions set forth in this Procurement Procedure and proceed thereafter to take whatever action is deemed to be in the best interest of the District.

## **BID RIGGING**

The District prohibits any activity among Vendors, Requestors, or any other participant in the procurement process to fix prices, rig bids, or engage in any other anticompetitive activity.

## **UNAUTHORIZED PROCUREMENTS**

An unauthorized procurement is any purchase, order, or contract that is made by any District employee or official contrary to the provisions of this policy. Purchases, orders, or contracts that are subdivided to circumvent the Procurement Policy shall also be considered unauthorized purchases.

Any unauthorized procurement shall not be approved and the District shall not be bound thereby.

The District Manager or the Board Chairman are the only persons authorized to execute contracts for the procurement of commodities, professional and contractual services, without express action by the Board.

## **ENFORCEMENT**

Violation of the Procurement Policy and Procedures:

- A. by employees or agents of the District, may be grounds for disciplinary actions or other penalties, at the discretion of the Board; or
- B. by vendors, may be banned from doing business with the District, at the discretion of the Board.

## **CONSULTANTS COMPETITIVE NEGOTIATION ACT (CCNA)**

The District shall follow the guidelines of the Consultants Competitive Negotiation Act for the acquisition of professional architectural, engineering, landscape architecture, or surveying and mapping services.

## **VENDOR RELATIONS**

One of the functions of the District Field Services Manager/District Manager is establishing and maintaining relations with firms who request to do business with the District and with firms who regularly do business with the District. Any user that develops a problem with a vendor and cannot satisfactorily resolve that problem should contact the District Manager. It is District policy to be fair with all bidders and vendors while still protecting the interests of the District.

Any problem should be documented immediately in writing giving all details such as date, nature of problem, person contacted, conversations between the District and the vendor. This can be done by keeping a log of the issue and keeping the District Manager copied on the log and up to date of the issues. The Board has the authority to act against any vendor, including possible suspension/debarment from doing business with the District for a specified length of time. This is a drastic action and will not be done without proper documentation. Documentation must be detailed and immediately recorded.

#### CHANGE ORDERS

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Change orders are discouraged and subject to the approval of the Board when the cumulative amount of proposed change order(s) will exceed \$5,000 or 10% of contract value, whichever is less. The District Manager may, in consultation with the Board Chair, approve change orders provided the cumulative amount of all change orders on a given contract do not exceed \$5,000 or 10% of contract value, whichever is less.

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DRAFT

## PROCUREMENT PROCEDURE

1. The District's need for a service or product is identified by the Board, Field Services Manager, District Engineer, or the District Manager (DM).
2. If the Board is the entity that identifies the need, the Board will assign either the District Manager, District Engineer, or Field Services Manager to serve as the Requestor, as appropriate.
3. Requestor determines if this service or product is purchased only once per year or is expected to be purchased more than once in a year.
4. Requestor estimates the annual cost to purchase the service or product.
5. Requestor ensures that sufficient and proper funding is available prior to starting the procurement process.
6. If the annual cost of the service or product is:
  - a) less than \$500.00, then the Requestor may purchase the service or product if the service or product meets a need of the District. Although quotes are not required, prices should be compared to be sure that the best value is being obtained.
  - b) between \$ 500.00 and \$2499.99, proceed to Page 4, Procedure for \$500 to \$2499.99.
  - c) between \$2500.00 and \$4999.99, proceed to Page 5, Procedure for \$2500 to 4999.99.
  - d) between \$5000.00 and Florida's statutory amount requiring formal, sealed, competitive bidding, proceed to Page 6, Procedure for \$5000 to Florida's statutory amount.
  - e) above Florida's statutory amount requiring formal, competitive bidding, follow the statutorily required procurement process.

Procurement for service or product between \$500.00 and \$2499.99  
annually

1. First, provide to the DM the following:
  - a. a brief written reason this purchase is needed; and
  - b. estimated cost of purchase; and
  - c. budget line item of funds to be used for this purchase; and
  - d. desired 'deliver by' date; and
  - e. backup documentation (if applicable) to the request to assist in the approval process, such as;
    - i. if sole source, explain why. (sole source means that the commodity can be legally purchased from only one source.)
    - ii. if emergency, explain emergency.
    - iii. if piggyback procurement, name of governmental entity that completed the original vendor selection and their contact info and assurance that piggyback is authorized.
    - iv. Board approval date and terms (if applicable).
2. Then, if the DM approves moving forward with the purchase:
  - a. The Requestor will obtain quotes (including, if applicable, shipping, handling, and any fees) from at least 2 different vendors. For products, current online pricing and catalogs can be used for quotes.
  - b. If the quotes exceed \$2499.99, proceed to Page 5, Procedure for \$2500 to 4999.99.
  - c. If quotes are less than \$2500.00, provide the DM with the quotes obtained and any information that would have bearing on the selection of the vendor. DM will attach copy of quotes to information provided in 1. and retain for records.
  - d. Requestor and DM or Board Chair confer and select vendor.
  - e. Purchase is made.
3. Requestor receives goods/services and invoice.
4. Requestor verifies invoice, processes and submits invoice to Accounts Payable.
5. Accounts Payable audits the invoice prior to processing payment.
6. Finance Department issues a payment to the vendor for the goods/services provided.

Procurement for service or product between \$2500.00 and \$4999.99 annually.

1. First, provide to the DM the following:
  - a. a brief written reason this purchase is needed; and
  - b. if requesting services, a scope of work to be provided to each vendor in obtaining quotes; and
  - c. estimated cost of purchase; and
  - d. budget line item of funds to be used for this purchase; and
  - e. desired 'deliver by' date; and
  - f. backup documentation (if applicable) to the request to assist in the approval process, such as;
    - i. if sole source, explain why,
    - ii. if emergency, explain emergency,
    - iii. if piggyback procurement, name of governmental entity that completed the original vendor selection and their contact info and assurance that piggyback is authorized,
    - iv. Board approval date and terms (if applicable).
2. Then, if the DM approves moving forward with the purchase:
  - a. The Requestor will obtain quotes (including, if applicable, shipping, handling, and any fees) and references from at least 3 different vendors. For products, current online pricing and catalogs can be used for quotes.
  - b. If the quotes exceed \$4999.99, proceed to Page 6, Procedure for \$5000 to Florida's statutory amount.
  - c. If quotes are less than \$5000.00, provide the DM with the quotes obtained and any information that would have bearing on the selection of the vendor. DM will attach copy of quotes and reference checks to the information provided in Step 1. above and submit this information to the Board at the next regular meeting.
  - d. The Board will consider the request at a public meeting and then either:
    - i. select a vendor and authorize purchase, or
    - ii. deny the purchase, or
    - iii. request further information or quotes.
  - e. DM ensures that Board's decision is carried out.
3. Requestor receives goods/services and invoice.
4. Requestor verifies invoice, processes and submits invoice to Accounts Payable.
5. Accounts Payable audits the invoice prior to processing payment.
6. Finance Department issues a payment to the vendor for the goods/services provided.

Procurement for service or product between \$5000.00 and the Florida's statutory amount requiring formal, sealed, competitive bidding.

1. First, provide to the DM the following:
  - a. a brief written reason this purchase is needed; and
  - b. for a product, a detailed Specifications of that product, if requesting services, the Scope of Work which will be provided to each vendor in obtaining quotes. The Scope of Work shall be developed by the District Engineer if the service involves any transportation or drainage work; and
  - c. estimated cost of purchase; and
  - d. budget line item of funds to be used for this purchase; and
  - e. desired 'deliver by' date; and
  - f. backup documentation (if applicable) to the request to assist in the approval process, such as;
    - i. if sole source, explain why.
    - ii. if emergency, explain emergency.
    - iii. if piggyback procurement, name of governmental entity that completed the original vendor selection and their contact info and assurance that piggyback is authorized,
    - iv. Board approval date and terms (if applicable).
2. Then, if the DM approves moving forward with the purchase:
  - a. The Requestor in cooperation with the DM will request quotes and references from all vendors on the District/DM's Central Florida Vendor List and any virtual vendor list in use in order to obtain quotes from at least 3 different vendors.
  - b. If the quotes exceed Florida's statutory amount requiring formal, sealed, competitive bidding, proceed to the statutorily mandated process.
  - c. If quotes are less than Florida's statutory amount requiring formal, sealed, competitive bidding, provide the DM with the quotes obtained and any information that would have bearing on the selection of the vendor. DM will attach copy of quotes and reference checks to information provided in 1. above, and submit this information to the Board at the next regular meeting.
  - d. The Board will consider the request at a public meeting and then either:
    - i. select a vendor and authorize purchase, or
    - ii. deny the purchase, or
    - iii. request further information or quotes.
  - e. DM ensures that Board's decision is carried out.
3. Requestor receives goods/services and invoice.
4. Requestor verifies invoice, processes and submits invoice to Accounts Payable.
5. Accounts Payable audits the invoice prior to processing payment.
6. Finance Department issues a payment to the vendor for the goods/services provided.

# **Section 5**

## **Business Items**

# **Subsection 5A**

## **Tax Solutions Arbitrage Engagement Letter**



LLS Tax Solutions Inc.  
2172 W. Nine Mile Rd.  
#352  
Pensacola, FL 32534  
Telephone: 850-754-0311  
Email: [liscott@llstax.com](mailto:liscott@llstax.com)

July 6, 2023

Harmony Community Development District  
c/o Inframark Infrastructure Management Services  
210 N. University Dr., Suite 702  
Coral Springs, FL 33071

Thank you for choosing LLS Tax Solutions Inc. ("LLS Tax") to provide arbitrage services to Harmony Community Development District ("Client") for the following bond issues. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

- \$13,945,000 Harmony Community Development District (Osceola County, Florida) Capital Improvement Revenue Refunding Bonds, Series 2014

## **SCOPE OF SERVICES**

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.
- Preparation of necessary reports and Internal Revenue Service ("IRS") forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of bonds for which services are being rendered. We will determine gross proceeds of each issue of bonds based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of bonds for the purposes of the arbitrage requirements.

## **TAX POSITIONS AND REPORTABLE TRANSACTIONS**

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment

of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated “tax shelter” rules that require taxpayers to disclose their participation in “reportable transactions” by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all “reportable transactions” and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client’s participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state “tax shelter” reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client’s failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

## **PROFESSIONAL FEES AND EXPENSES**

Our professional fees for services listed above for the three bond years ended June 29, 2023, June 29, 2024, and June 29, 2025, is \$1,800, which is \$600 for each year. We will bill you upon completion of our services. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.
- Proceeds of bonds have been commingled with amounts not considered gross proceeds of the bonds (if that circumstance has not previously been communicated to us).
- A review or other inquiry by the IRS with respect to an issue of bonds.

The Client (District) has the option to terminate this Agreement within ninety days of providing notice to LLS Tax Solutions Inc. of its intent.

## ACCEPTANCE

You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

Very truly yours,  
LLS Tax Solutions Inc.

AGREED AND ACCEPTED:  
Harmony Community Development District

By: Linda L. Scott

Linda L. Scott, CPA

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

Print Name \_\_\_\_\_

Title \_\_\_\_\_

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

## **Subsection 5B**

# **Pool Heater Proposals**



**Big Z Pool Service, LLC**  
172 Stokes Landing Rd  
Saint Augustine, FL 32095  
office@bigzpoolservice.com  
bigzpoolservice.com

**Estimate 3959**

ADDRESS	DATE	TOTAL	EXPIRATION DATE
Harmony CDD Swim Club 7255 Five oaks Drive Harmony, Florida 34773	10/16/2023	\$46,537.00	11/16/2023

PRODUCT/SERVICE	QTY	RATE	AMOUNT
RE: Pool heat pump replacement			
<b>Job Material:Materials</b> AquaCal SuperQuiet SQ225 Heat Pump -heat and cool air to water heat exchanger -143,000 BTUs per unit -The manufacturer's warranty covers the following from the date of installation: 7 years on heat exchanger 7 years on parts 5 years on labor	4	8,125.00	32,500.00
NOTE: as a licensed contractor, we will be installing these units ourselves and we can also do the warranty work, as we are a warranty center for AquaCal, but, AquaCal has a very good in-house warranty team that will come out to the property typically within a 3-day working period and they typically stock all the heat pump components on their vehicles.			
<b>Job Material:Materials</b> Plumbing materials, used to install heaters include 3"pipe,fittings,bushings,2"pipe,and fittings	1	1,287.00	1,287.00
<b>Job Material:Materials</b> Electrical materials for the job, include rewiring for the first 2 heaters from the quick disconnect and also install new quick disconnects and getting power from the pool compac electrical panel for heaters 3 and 4 including new breakers, wires, conduit, quick disconnect boxes and bonding wire materials.	1	1,864.00	1,864.00

If you have any questions please give us a call at 904-868-4660!

Zach Sullivan

Big Z Pool Service, LLC

Licensed & Insured CPC#1459355

PRODUCT/SERVICE	QTY	RATE	AMOUNT
<b>Labor Rates:Labor</b> Labor, to remove and dispose of old units labor including the wiring and plumbing of the new heaters  Deposit and Approval Notice: a signed copy of this estimate is required along with a 50% deposit in order to secure the heaters from the warehouse. The final payment is due on site upon completion of installation via check. We will schedule the install date/time after approval.  Deposit: \$23268.50  NOTE: the energy calculator states that 3 heat pumps will get you what you need, however a 4th heater we fill as though would more energy efficient as it will reduce the time of heating the pool to the desired temp and in turn will reduce your electrical operating cost in the long run. The AquaCal unit is preferred as they have an industry leading warranty on their products, and it is not proprietary for any service work to be done to them or to install them as long as the installer is a licensed Florida pool contractor.	1	10,886.00	10,886.00

TOTAL	\$46,537.00
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THANK YOU.

Accepted By

Accepted Date

If you have any questions please give us a call at 904-868-4660!  
Zach Sullivan  
Big Z Pool Service, LLC  
Licensed & Insured CPC#1459355

**From:** Hayes, Lynn  
**Sent:** Wednesday, November 15, 2023 9:29 AM  
**To:** Dan Leet <[Dan@harmonycdd.org](mailto:Dan@harmonycdd.org)>; Lucas Chokanis <[Lucas@harmonycdd.org](mailto:Lucas@harmonycdd.org)>; [jo@harmonycdd.org](mailto:jo@harmonycdd.org); kerul harmonycdd.org <[Kerul@harmonycdd.org](mailto:Kerul@harmonycdd.org)>  
**Cc:** Montagna, Angel <[Angel.Montagna@inframark.com](mailto:Angel.Montagna@inframark.com)>  
**Subject:** FW: Harmony CDD - Symbiont Service Corp Revised Pool Heaters Proposal and Solar Info - Harmony Swim Club - Heater Replacement  
**Importance:** High

Dear Board members,

In speaking with Patrick Morse of Symbiont Service Corp, I asked if he could offer a better price on the (2) Symbiont GeoThermal units (See revised proposal attached, \$1K less). This attached Symbiont and the Big Z Pool Service proposals for pool heaters will be included in Harmony CDD November 30, 2023, meeting agenda for your consideration. I also requested info/costs to consider for solar heating option. Patrick Morse of Symbiont Service Corp provided the following information below about the Symbiont GeoThermal units versus solar pool heating. I did speak to Big Z Pool Service and Spies, and they do not do solar pool heating options at all for these reasons below, and it requires a special license.

Thank you,

**Lynn M. Hayes** | District Manager



313 Campus Street | Celebration, FL 34747  
(M) (813) 528-6198 | [www.inframarkims.com](http://www.inframarkims.com)

**From:** Patrick Morse <[patrickm@symbiontservice.com](mailto:patrickm@symbiontservice.com)>  
**To:** Hayes, Lynn <[Lynn.hayes@inframark.com](mailto:Lynn.hayes@inframark.com)>  
**Cc:** David Ballard <[daveb@symbiontservice.com](mailto:daveb@symbiontservice.com)>  
**Subject:** Harmony Swim Club - Heater Replacement

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Lynn,

I have attached the updated proposal to replace the (2) Symbiont GeoThermal units. I spoke with the president of my company, Sandy, and she approved an **additional \$1,000 discount**. We value you as our customer and we want to keep our working relationship with Harmony Swim Club.

Speaking on solar pool heating. It will only raise the pool **10-12 degrees** above the outside air temperature (**with a blanketed pool**) and is not recommended for commercial properties without a gas backup. Unlike GeoThermal, solar is not a stand-alone system and it requires a gas back-up. In order for solar to raise the temperature 10-12 degrees you need to **match** the surface area of the pool with the surface area of solar panels. If you do not have enough roof space, you will need to place the solar panels on a rack system in a sunny area. Solar does not work well in over casted, windy & cold days. If you install a gas heater back-up your expenses would be running the gas heater which costs 80% more than GeoThermal and lasts 2-5 years compared to GeoThermal's **15-20 year serviceable life**.

A ballpark price for solar on your pool would be \$40,000 - \$50,000 (depending on if you install racks or not). This does not include installing a gas heater back up and it will void any warranty on your roof.

Our company has been installing these GeoThermal systems for 40 years and we are the professionals in the industry. Every heater Symbiont installs it is installed by a “lead install technician”, who had to pass many tests and has been with the company for many years. Most of our “lead install technicians” have been with us from 8 to 19 years and they have countless hours installing just our heaters. When we replace our units, we don’t just slap the new unit(s) in and call it a day. We look at the whole system and make sure that it meets all up to date building codes and inform you of any deficiencies. This is why you hire a company like ours to make sure that your system is working properly and installed the correct way. We service not only the heaters, **but everything associated with our system**. Harmony Swim Club has invested a lot of money in this GeoThermal system (wells, electrical & plumbing) and it is the “Cadillac” of pool heating/cooling.

We understand the initial cost with GeoThermal and we still stand by our offer to work with you. We can push the final payment off for up to 3 months at no interest (with a 30% deposit). If you need more time, we can offer terms of a 30% deposit with the order and the balance to be paid in 24 monthly payments **(in-house financing for 24 months at 7-8% interest)**.

The lead time on the units and installation is approximately 4-5 weeks from the approval date. We are in the hands of the manufacturer and as soon as we receive your units you will be scheduled.

If you have any questions or if I can be of any help, please call me at 941-716-0142.

Best regards,

**Patrick Morse**

**Pool Heating Consultant / New Bus. Development**

**Symbiont Service Corp**

**Pool Heating · Air Conditioning**

**GeoThermal Comfort Solutions**

# Symbiont Service Corp.

**Go Green • Go GeoThermal**

4372 North Access Road, Englewood, Florida 34224  
941.474.9306 • 800.881.4328 • Fax 941.473.9306  
GeoThermalFlorida.com • Info@SymbiontService.com

**Pool Heating • Air Conditioning**

*"One Company, One Call, Complete Comfort!"*



## POOL/SPA HEATING/COOLING PROPOSAL

Lic #: CAC035549 • EC0002946  
CBC1258380 • CPC1456477

Proposal Submitted To:

**Harmony CDD**  
210 N. University Drive  
Coral Springs, Florida 33071

Job Name:

Date: **October 30, 2023**

**Harmony Swim Club**  
7255 Five Oaks Drive  
Harmony, Florida 34773

We hereby submit specifications and estimates for:

### Replace Both PHH215 with new Symbiont Pool Heaters:

2 Symbiont Model PH215BRGSWPM GeoThermal Pool Heat/Cool Units  
Includes titanium condenser and evaporator heat exchangers

Source Water: From existing well pump & piping, if adequate

Install new heaters facing pool Vak-pak and install new manifold

Customer responsible for removing clutter/storage bins around heaters

Electric: Upgrade both heater disconnects and wire new heaters

Complete\* installation

\$ 55,671.00

\* Local permits additional as required.

### Manufacturer's Limited Warranty:

One year Symbiont Service Corp. all parts and labor on the installation.

Five year manufacturer's labor on the new Symbiont units.

Seven year manufacturer's all parts only on the new Symbiont units.

Lifetime parts on titanium tube portion of the condenser and evaporator heat exchangers in new units.

*Not responsible for any damage to private or public unmarked underground lines, or repairs of landscape, painted or finished surfaces. All work done to code. All current discounts and promotions have been applied.*

The labor, material and equipment required for this job will be furnished by **Symbiont Service Corporation ("Symbiont")** for a total of:  
**Fifty-five thousand six hundred seventy-one dollars and no/100 ----- \$55,671.00**  
**\$16,701.00 Deposit With Order - Balance Billed Progressively**

Any alteration or deviation from the above scope of work involving extra costs will become an extra charge in addition to the quoted price based on time and materials pricing. Symbiont Service maintains all required insurances, certificates are available upon request. This contract consists of this proposal as well as the terms and conditions, all documents and exhibits referenced therein and the Limited Workmanship Warranty, all of which are hereby incorporated by reference. This proposal will be subject to withdrawal if not accepted within 30 days. Please make checks payable to "Symbiont Service Corporation".

**I HAVE READ AND UNDERSTAND THIS PROPOSAL, THE TERMS AND CONDITIONS AND ALL DOCUMENTS AND EXHIBITS REFERENCED THEREIN AND AGREE TO BE BOUND BY THEIR TERMS.**

**ACCEPTANCE OF PROPOSAL:** The above prices, specifications and conditions are satisfactory and are hereby accepted. Symbiont is authorized to do the work as specified. By signing below, Customer acknowledges that Customer is the owner of the property where work is to be performed.

Customer: \_\_\_\_\_  
(print name)

Signature: \_\_\_\_\_

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

**Respectfully submitted,**

**SYMBIONT SERVICE CORPORATION**

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

*Patrick M. Morse*

## TERMS AND CONDITIONS

1. This proposal is subject to change without notice and is automatically withdrawn on the 30<sup>th</sup> day following its date of issue if not accepted in writing and a copy of this proposal returned to **Symbiont Service Corporation** ("Contractor"). If Customer cancels the Agreement prior to the start of work, Customer shall be liable for 10% of the total Agreement price as liquidated damages, because Contractor is unable to accurately measure its damages for the cancellation of the Agreement. Customer and Contractor agree that this amount is not a penalty. Contractor reserves the right to withdraw this proposal at any time prior to its acceptance or cancel this Agreement prior to the start of the work to be performed in the event the cost to complete the work varies from the initial standard pricing due to a typographical or mathematical error. As used in this Agreement, (a) the word "or" is not exclusive, (b) the word "including" is always without limitation, (c) "days" means calendar days and (c) singular words include plural and vice versa. Customer shall allow Contractor to post its sign and advertise at the project location during construction.
2. Customer agrees to provide Contractor with adequate access to electricity and other utilities as needed, the work site, and the work area adjacent to the structure. Contractor is not liable and Customer is solely liable for work installed by any person other than Contractor, unless otherwise specified by Contractor in this Agreement.
3. Contractor will not perform service, warranty and/or punch list work if Customer fails to timely pay Contractor, and Contractor may cease all work or terminate the Agreement if Customer fails to timely pay Contractor. Contractor customarily requires a deposit of 30% upon acceptance of the proposal. Customer agrees to pay interest of 1 1/2 % per month (ANNUAL PERCENTAGE RATE OF 18%), unless otherwise required by law, on the balance of any unpaid amounts. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices.
4. **Materials Price Increase:** When the price for any item of materials to be used on the Project increases five percent (5%) or more between Contract signing and materials purchase, Customer shall pay to Contractor, on request, all sums by which the cost to Contractor for any materials item has increased beyond 5%, as demonstrated by Contractor. This includes but is not limited to price increases in metal and PVC, materials, fuel, manufactured products and equipment.
5. Should concealed or unknown conditions be at variance with conditions indicated in the description of the work to be performed from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the Agreement price shall be equitably adjusted upon notice thereof from the Contractor to the Customer. Contractor will submit written documentation of the increased charges to the Customer.
6. In the event that Federal, state, county, or municipal codes, regulations or permitting authorities require work not expressly set forth in this Agreement or differ materially from that generally recognized as inherent in work provided for in this Agreement, Customer shall pay for all extra costs incurred by Contractor in addition to the contract price.
7. Contractor is not responsible for any damage to private or public unmarked underground lines, or repairs of landscape, painted or finished surfaces.
8. This Agreement shall be governed by the laws of the State of Florida. Venue of any dispute arising out of this Agreement shall be in the county where the work is being performed unless the parties hereto mutually agree otherwise. Should Contractor employ an attorney to institute litigation or arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising out of or related to this Agreement, the Prevailing Party shall be entitled to recover all of its attorney's fees, costs and expenses incurred therein, including attorney's fees, costs, and expenses incurred at mediation, administrative, appellate or bankruptcy proceedings.
9. **WAIVER OF JURY TRIAL. THE PARTIES KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.**
10. Unless otherwise provided: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** All warranties provided by Contractor shall be deemed null and void if Customer fails to adhere to the payment terms. All warranties are non-transferable, unless otherwise agreed to by Customer and Contractor in writing. Any express warranty provided, if any, by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory.
11. **Contractor makes no warranty of the cost-savings or efficiency of any of its systems. Customer understands that any cost-savings or efficiency effect of geothermal pool heating and air conditioning is dependent on multiple factors that are not within Contractor's control.**
12. In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable for special, consequential, or indirect damages, including loss of use, loss of profits, or actions by third parties.
13. Unless otherwise specified, there is no specific completion date. However, Contractor will perform the work hereunder within a reasonable time and in a workmanlike manner. Contractor shall not be liable for any damages, and Customer waives all damages associated with delays in the completion of the work due to permitting or inspection issues, delays in obtaining materials or the transportation of materials, or delays caused by Customer or any person other than Contractor. Payment to Contractor is an absolute and independent obligation, and Customer shall not withhold any part of the Agreement amount for which payment is due under the Agreement as retainage or on account of alleged charge backs or set offs unless previously authorized by Contractor in writing. The total Agreement price, including the charges for changes/extras, shall be payable to Contractor in accordance with the agreed upon terms.
14. Contractor shall not be liable for any damage, whether actual or consequential, or claim arising out of or relating to Acts of God, accidents, civil disturbances, fires, weather conditions, strikes, war or other causes beyond Contractor's reasonable control. It is understood that the Customer maintains all necessary insurances for the property.
15. It is Customer's duty to notify Contractor in writing within 7 days of the occurrence of any claim, defect, default or deficiency arising out of work, services or materials provided by Contractor under this Agreement ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence shall result in the Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort or federal or state statutory claims. Upon notification, Customer shall provide Contractor with a reasonable time of not less than 10 business days to cure or correct the Occurrence before terminating the Agreement, hiring a replacement contractor or taking any adverse or legal action against Contractor. Under this agreement, notice is proper if served on an officer of Symbiont and an officer of Customer or Customer individually.
16. The actual start-up and balance of the equipment will be completed upon satisfactorily passing all permitting inspections and completion of electrical supply provided by the power company. **Your final payment is due the day of equipment start-up.** Any additional charges for permits may be billed to you separately.
17. Within a week of completion and start-up a Symbiont Service representative will perform a walk-through inspection with your Management and/or Maintenance staff to verify that your new System is in working order, and to answer any questions or concerns that you may have. If needed, we will also create a punch list of items needing correction which will be signed by the parties and will include an estimated completion date for each item. The existence of a punch list does not and shall not constitute a basis for delaying any payment including final payment if all other conditions for final payment have been satisfied. Customer acknowledges that the punch list is to include only those items that are required pursuant to the contract, but which have yet to be completed at the time of the walk-through inspection. Only one punch list shall be prepared for the Project. Extra or additional work that is outside the terms of the written contract will not be considered punch list items.
18. Each provision of the Agreement shall be construed as if both parties mutually drafted this Agreement. If a provision of this Agreement (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Agreement, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. This Agreement records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference. This Agreement incorporates the documents entitled "Limited Workmanship Warranty" and "Statutory Warnings." Customer acknowledges that it has read/agreed to all incorporated documents and exhibits.

Customer Initials: \_\_\_\_\_

Contractor Initials:   R.M.

**Subsection 5C**

**Resolution 2024-05**

**RESOLUTION 2024-05**

**A RESOLUTION AMENDING THE HARMONY  
COMMUNITY DEVELOPMENT DISTRICT RESERVE FUND  
BUDGET FOR FISCAL YEAR 2023.**

**WHEREAS**, the Board of Supervisors (“Board”) of the Harmony Community Development District (“District”) adopted a general fund budget and a reserve fund budget for fiscal year 2023, which fiscal year began October 1, 2022, and concluded September 30, 2023 (“Fiscal Year 2023”); and

**WHEREAS**, the Board desires to reallocate funds budgeted to reappropriate revenues and expenses approved during Fiscal Year 2023.

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

1. The reserve fund budget is hereby amended in accordance with Exhibit A, attached.
2. This Resolution shall become effective this 30<sup>th</sup> day of November, 2023, and be reflected in the monthly and Fiscal Year 2023 end September 30, 2023, financial statements and audited financial statements of the District.

APPROVED AND EXECUTED THIS, 30<sup>TH</sup> DAY OF NOVEMBER, 2023.

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Secretary/Assistant Secretary

---

Chair/Vice Chair

**Proposed Budget Amendment**  
For the Period Ending September 30, 2023

ACCOUNT DESCRIPTION	CURRENT BUDGET	PROPOSED AMENDMENT	FINAL BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>					
Interest - Investments	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL REVENUES</b>	-	-	-	-	-
<b><u>EXPENDITURES</u></b>					
<b><u>Operation &amp; Maintenance</u></b>					
Reserve - Other	300,000	486,566	786,566	786,566	-
<b>Total Operation &amp; Maintenance</b>	300,000	486,566	786,566	786,566	-
<b>TOTAL EXPENDITURES</b>	<b>300,000</b>	<b>486,566</b>	<b>786,566</b>	<b>786,566</b>	-
Excess (deficiency) of revenues					
Over (under) expenditures	(300,000)	(486,566)	(786,566)	(786,566)	-
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Interfund Transfer - In	-	-	-	300,000	300,000
<b>TOTAL FINANCING SOURCES (USES)</b>	-	-	-	<b>300,000</b>	<b>300,000</b>
Net change in fund balance	(300,000)	(486,566)	(786,566)	(486,566)	300,000
<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>\$ (486,566)</b>	<b>\$ (239,560)</b>	<b>\$ 60,440</b>	<b>\$ 300,000</b>

## **Subsection 5l**

**Replacing Live Oak with  
Post Oak at 6994 Bluestem  
Road**

# Post Oak

Grows on dry, sandy sites from southern New England to northern Florida; has cross-shaped leaves and acorns that are eaten by many animals. Its wood is heavy, hard and close-grained; used for fence posts, fuel and general construction.

***Quercus stellata*** (Post oak) is an oak in the white oak group. It is a small to medium-sized tree, typically 40-50' tall and 1-2' trunk diameter, although it is sometimes considerably larger. It is native to the eastern United States, from Connecticut in the northeast, west to southern Iowa, southwest to central Texas, and southeast to northern Florida. It is one of the most common oaks in the southern part of the eastern prairies.

The name refers to the use of the wood of this tree for fence posts. Its wood, like that of the other white oaks, is hard, tough and rot-resistant. This tree tends to be smaller than most other members of the group, with lower, more diffuse branching, largely reflecting its tendency to grow in the open on poor sites. The branching pattern of this tree often gives it a rugged appearance.

Two similar species, Sand post oak (***Quercus margarettiae***) occurs on deep sands and has smaller leaves with downy pubescence; bottomland post oak (*Q. similis*) occurs on the wet lowlands of southeast Texas.

The leaves are broad, usually 4" to 6" long and nearly as broad, and flat and have very distinctive shape, with three perpendicular lobes, shaped much like a Maltese Cross. They are thick and somewhat leathery, dark green and shiny on the upper surface and lighter green with fine hairs beneath.

Post Oak



# Live Oak

The live oak is one of those plants that is inseparable from Florida's identity. Since live oaks live for hundreds of years, several generations get to enjoy each majestic, sprawling tree that is draped with moss. These trees provide many ecosystem services, and they are an excellent choice for homeowners who are searching for sturdy, wind-resistant trees.

## Characteristics

*Quercus virginiana* is a massive oak tree that reaches 60-80 feet tall and up to 60-120 feet wide when grown under the right conditions. Although it can be trained to an upright growth habit, live oak will become multi-trunked with many winding branches if left alone. The bark starts out reddish-brown and lightly grooved when young, but mature trees have bark that is gray to nearly black, with deep furrows. When grown in the proper conditions, these trees can survive for centuries.

The evergreen leaves are oval and about two to five inches long. The tops are dark green and glossy, while underneath they are paler green and sometimes fuzzy. Flower spikes, called "catkins," emerge in spring and are small and green. These insignificant flowers lead to acorns that are dark brown, oval-shaped, and three quarters of an inch long, with a bowl-shaped, scaly cap. Birds and other wildlife will flock to the tree for acorns.



A live oak near the Harn Museum in Gainesville, FL.



<https://www.wilsonbrosgardens.com/quercus-stellata-post-oak-tree-3g.html>

If the CDD will remove the small Live Oak at 6994 Bluestem Road and plant this Post Oak, I will buy a 3 gallon and have it shipped.

It has a mature canopy that is similar to the Sycamore that it replaces.

It does not reach out like the Live Oak thus reducing the trimming costs and wind damage potential to buildings.

It is native to Florida.

# **Section 6**

## **Consent Agenda**

# **Subsection 6A**

## **Minutes**

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Present and constituting a quorum were:

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

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

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

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

Ms. Kramer stated this is a time where the audience members, whether here in person and on Zoom, can come forward, state your name and address for the record, and present any concerns, questions, or thoughts about the Harmony CDD to the Board. It is a three-minute time limit. We ask that you provide us with your input; it is not a time for questions or back and forth from the Board.

Ms. Mary Jane Sledz stated I have two things that I know I have received responses back. One of them is, over the summer, I asked for a traffic study on Five Oaks, due to we have had many near-misses on Five Oaks Drive, speeding, and kids driving golf carts. In the last two weeks, I was almost hit twice because I was obeying the speed limit. Two Supervisors responded back to me. I sent a separate one to the manager, but I did not hear back. I am hoping that the traffic study will make it to the agenda at some point because it has been a few months now that they told me it was

going to be on the agenda. My second thing is, speaking for many of my colleagues in the 55+ community, they want to know why the CDD did not know of the intended development plan regarding the apartment complex and parking garage that is going to be entered first in between houses in East and North Lakes. This is going to affect their community if you are putting in something like that, in regard to the traffic problems we already have, now we are going to add in even more traffic. The noise and the animals, how will it affect the animals that are already in the back here? Many of us 55+ walk because of the beautiful surroundings of Harmony. Now we are hearing there is going to be a five-story apartment complex and a parking garage just as high. I want to see what the Board is doing and hopefully, you are ahead of this, because this is going to change Harmony, and we already have problems selling houses in the community. I get that that apartments and commercial are going to be in the front on U.S. Hwy 192, where no houses are. But to put something in the middle of housing is irresponsible.

### **THIRD ORDER OF BUSINESS**

#### **Staff Reports**

#### **A. Landscaping: Benchmark Landscaping ("Benchmark")**

Mr. Lomasney stated last month, we discussed me bringing a map to go over the irrigation. Feel free to take extras if you want. Here highlighted and numbered are all the new timers and their locations. The number they reference should also represent the number on the irrigation packets you receive monthly, as far as the written inspections. For example, where it says clock 8, you now know where it is at and the area it is covering with this map. It is pretty detailed down to the front, A and B. All of these have been replaced. With the rain sensors, this is where they are located. This is the map I use when making irrigation repairs. As far as the percentage, between 85% and 90% are done. You will notice the literature changed on the packet. The wires are just not being used. It is not open wire anymore; it is just not being used. All the zones are accounted for, and that is where the 90% comes in, because there is 10% for the unknowns, such as an area that we have not located or something we have not identified. Where the problems are currently are where the new construction is on the left side of the west entrance and in front where they have torn up the front. It is completely not working. They have shredded it. The tarp that they had separating the areas, ironically, we have lines that run down it. I took pictures of the pipes as I went to repair them. Every foot and a half to two feet was gone. In the future, whenever that wraps up, we will need to get in contact with them to discuss what we want to do moving forward in this area.

Mr. Kramer stated right. The subcontractor is for Toho Water Authority (Toho”), who is putting in the inner connect. Yes, we do need to make sure they are responsible for that maintenance.

Mr. Lomasney stated right. I just wanted to say it because that is included in the percentage that is not operating. In the same area where the new construction is, there was a white fence there with some palm trees. When they removed that, there were several pipes exposed. It was to the point where my tech just this week shut that zone off completely. We cannot afford to just have water spilling out. That is another area where we have a problem, and we are still locating. We have guys out, and we are just letting them do what they are going to do. We will leave it off until they are complete, and then we will go over there and make our assessment. I will present to the Board our findings. This week, in the packets, we went through timers 1 through 12 in the past two days. One sprinkler remains broken. All the timers we looked through up to 12 have been replaced. He is currently doing that, and he will stay onsite until the timers and recommendations are complete with this month’s report as far as the irrigation. The highway is down. We do not have water going to it. I saw some on the other day, and I will continue to look into it, but we do not need the water going there. That is where some of the open lines are.

Ms. Montagna asked is that U.S. Hwy 192?

Mr. Lomasney stated yes. Like I said, I saw a section west of 7-Eleven where three were on. I still need to investigate that. That is included in the 85% to 90%. I need to see why it is coming on. It could be wired improperly with another timer.

Mr. Chokanis asked was this not in the agenda package?

Ms. Montagna stated no, this is his oral report.

Mr. Lomasney stated I was asked at the last meeting to bring a map to showcase and explain the irrigation, what percentage we were at, the timer locations, and things of that nature.

Mr. Leet stated unfortunately, we only have the room camera and not an easy way to show this map on Zoom. I am not sure if Mr. Chokanis can view this copy with us.

Ms. Kassel stated we can take a picture of it.

Mr. Lomasney stated yes, feel free to take pictures of it and use it. each one that is mark is where our new timers are. I just wanted you to see it so if you point to a question, I can answer it.

Ms. Kassel stated there was an irrigation packet that was sent to the Board last week from Benchmark about what was happening. I always find those a little hard to understand, but I am glad to hear we are at 90%.

Ms. Montagna stated it is good progress, for sure.

Mr. Lomasney stated there is another area of the unknowns where every sprinkler has no pressure but the sprinklers are fine. Where they connect to go in there, they reduce it too sharply. I do not have anything to present to the Board, but this came up with no pressure several times in the report. That is why. The way the pipes travel there, it was not done properly. No matter what sprinklers I put on there, they are not going to perform well unless that particular area is changed and the route for this particular park. I think Ms. Kassel and I discussed it briefly when we discussed the pocket park. That area and the oaks over here is the most established area. This is where the roots, a lot of breaks, and wiring issues are coming from through the journey since I have been here in June. That is all I have for irrigation. Another thing I want to touch on is the tree trunks in here. Obviously, we cannot do it all in one shot. We did about 80 to 100 trees over the course of two weeks. I had two Benchmark trucks, and the dump trailer we were using in the lot. On Cat Brier, one side of the road is the CDD/golf course side, and those trees are significantly higher. On the other side are the homes where cars are parked constantly. I have requested and now have a pruner on the chance that if one leaves, we can go in and cut that one tree. You may not see complete results right away, as much as I want to give them to you, but where the residential areas are, that is the only method I can come up. For Schoolhouse Road across the street from the school, we are going to have to shut it down for a day. A half a day I can make work. I have staked out there trying to cut those trees for two weeks straight. I was determined. I could not even get one.

Ms. Kramer asked do we need to put out a message for no parking?

Ms. Kassel asked on a certain date between certain hours?

Mr. Lomasney stated that is where we are at. I am trying to get a list of periods when we can do that to bring to you to that if you shut these sections down this month, I can bring in trimmers and have that done. Parking, especially in the residential areas with low branches, if the cars do not move, then I cannot trim them.

Ms. Montagna asked is possible to get with Mr. Baez to tell him the schedule? Then he can get the No Parking signs put up indicating the timeframe. If you can get with him, he can get that accomplished.

Mr. Lomasney stated yes. We had a meeting this week.

Mr. Leet stated we did that for the alleys that we own. Can we do that on the Osceola County ("County") streets?

Ms. Montagna stated just while they are trimming trees. We are not shutting down the street all day, just whatever time they need.

144 Mr. Lomasney stated it is five trees. We can shut it down for five trees. I will send two or three  
145 guys.

146 Ms. Montagna stated you can just keep moving the signs around. If you can schedule that with  
147 Mr. Baez, then you can knock it out.

148 Mr. Baez stated yes. Thursday looks good.

149 Mr. Lomasney stated definitely, because I want to get them done, too.

150 Ms. Kramer stated the fall annuals were never installed. Do we need to change those now?

151 Mr. Lomasney stated no. We had to make a different selection. What we had approved was  
152 awful. We had talked with Ms. Kassel and presented the new availability. I believe they are already  
153 ordered. We put eyes on them; they were selected. Give me a couple of weeks, but they will be  
154 installed as soon as possible. I know this is a pressing priority.

155 Ms. Montagna asked for the holidays?

156 Mr. Lomasney stated yes.

157 Ms. Kassel stated yes, red and white.

158 Ms. Kramer stated okay. So we are using red and white?

159 Ms. Kassel stated yes.

160 Mr. Lomasney stated the beds are prepped. I am just waiting on a work date.

161 Ms. Kramer stated we look forward to seeing them. The transfer lot back there where the  
162 cuttings are going from the trees, there are two large pieces of equipment back there.

163 Mr. Lomasney stated yes.

164 Ms. Kramer asked do you know anything about those?

165 Mr. Lomasney stated those are for me for pallets for the mulch so I can move them quickly. I  
166 can move ten at a time. I can leave them onsite until it is done.

167 Ms. Kramer asked how long will it take? The use of that lot for landscaping stuff is a violation  
168 of the County's codes.

169 Mr. Lomasney stated it is just for the job. I spoke with the supervisor before I came here. I am  
170 thinking next Monday at the latest all the mulch will be done, and that equipment will be out of  
171 here.

172 Ms. Kramer stated yes, we cannot use the lot as a transfer lot either. We need it gone quickly.

173 Mr. Lomasney asked do not use it for dumping? Because when we cut the trees, we put it there  
174 and then our grabber truck comes and gets it. Without us doing that, it will take us much longer.

175 Ms. Kramer stated we specifically bid the contract with no availability for that. The County  
176 said that it cannot be done. That was the way the contract was bid.

177 Mr. Lomasney asked what can that lot be used for?

178 Ms. Kramer stated a garden.

179 Ms. Montagna stated we had to shut it all down, the RV lot, everything. RVs were parked back  
180 there, equipment, and trailers. We have to get all of that out of there.

181 Ms. Kramer stated we are not allowed to use it for anything.

182 Ms. Montagna asked is there another place onsite they can have all of that? I understand what  
183 you are saying about moving mulch.

184 Mr. Lomasney stated I will have to get back with you as far as the tree trimming for scheduling.  
185 That definitely changes things for me.

186 Ms. Kramer stated we will have to figure something out. If you are using that to chip up for  
187 the garden, then it is a garden-related activity.

188 Mr. Lomasney asked I will need to talk with Mr. Jacob Mootz.

189 Ms. Kramer stated if you will provide chipping onsite for the garden, then we can qualify it for  
190 the garden.

191 Mr. Lomasney asked was there an area where Benchmark was allowed to keep stuff?

192 Ms. Kramer stated no.

193 Ms. Montagna stated there was discussion.

194 Ms. Kramer stated there was no place because Mr. Brett Perez was very specific about that.  
195 Now he is with Benchmark, so you can check with him. Unfortunately, not. They figured a little  
196 high to compensate for that. Be aware of that. Right now, stuff is parked there. If it is going to be  
197 gone within a week or so because the mulch will be gone, we should be good. But that can be a  
198 troublesome issue for us if the County rolls by.

199 Ms. Kassel stated I wanted to know about the merger.

200 Mr. Lomasney stated the merger did go through, but it is going to just be a letterhead issue.  
201 Everything is going to remain the same.

202 Ms. Kassel asked do we need to have Mr. Eckert prepare something?

203 Ms. Kramer stated it has already been signed and done.

204 Ms. Montagna stated yes, it is done. The Board approved it in substantial form until they gave  
205 us their certificate of insurance, and that has all been done.

206 Ms. Kassel stated the Board did not hear anything about it, so that is why I was following up  
207 with it.

208 Mr. Lomasney stated I will remain here on staff. The way we are doing things will remain the  
209 same.

210 Mr. Chokanis asked what is the new company's name that merged with Benchmark?

211 Mr. Lomasney stated United Land Services.

212 Ms. Kramer stated we wanted to get a picture of the map that we discussed.

213 Ms. Montagna stated Mr. Baez took a great picture of it. He can send it out.

214 **1. Consideration of Sycamore Treatment Proposal**

215 Mr. Lomasney stated I have the total, and I counted the sick ones. It is spreading. I think if we  
216 tackle it, we can tackle it quickly. It is really bad in the neighborhoods. It is not so bad over here  
217 in the common areas. They do need to be addressed as soon as possible. If not, the number of sick  
218 ones will increase rapidly. I would also recommend someone contact the golf course. They have  
219 sick ones, and the homeowners association ("HOA") ones that are not our responsibility. It is  
220 spreading everywhere. We want to tackle this problem before it gets out of control.

221 Ms. Kramer stated we have had it treated in the past, twice. The last treatment was in March  
222 and April of 2022. We have been battling this glassy scale, and a sooty mildew that goes with it.  
223 The proposal is for 150 trees for \$4,200.00. Is that what you are recommending at this time?

224 Mr. Lomasney stated yes. It is a little over 500 trees. I believe about 150 of them are sick.

225 Ms. Montagna stated Mr. Perez recommended all of them, which is why you saw that proposal,  
226 for 512 or 521 trees.

227 Mr. Lomasney stated it was 517. I narrowed it down.

228 Ms. Montagna stated these are the actual sick ones.

229 Mr. Lomasney stated right.

230 Ms. Kassel stated we will see if treating them helps prevent that sickness from moving to the  
231 other trees.

232

233 Ms. Kassel made a MOTION to approve proposal #1531 from  
234 Benchmark Landscaping for the treatment of 150 sycamore trees, in  
235 the amount of \$4,200.

236 Mr. Leet seconded the motion.

237

238 Mr. Chokanis asked can you give me a quick rundown on our financials, to see where we are?

239 Ms. Montagna stated you just started your new fiscal year, so you are fine. It started October  
240 1 and your new budget cycle started then. We have not made a dent in the first month.

241 Mr. Chokanis stated okay. I know you mentioned before that we do not get the money all at  
242 once. When do we start getting the checks in?

243 Ms. Montagna stated you will usually start getting some in November. Typically, for this  
244 District, it is usually the bulk. Then you will start seeing funds trickle in December and January.

Usually, you are fully collected by February. You may have a couple of one-offs in March. We have collected assessments through tax certificate sales, as well. I would say the bulk is received between now and January.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 4-0) to proposal #1531 from Benchmark Landscaping for treatment of 150 sycamore trees, in the amount of \$4,200.

## **2. Update on Pocket Park Projects**

Ms. Kassel stated Mr. Lomasney and I drove through and reviewed every single pocket park except for two of them. After visiting every park and having conversations regarding all the issues that are on this month's agenda, you can see that I checked off certain issues and circled them. I proposed that we spend the total of \$78,000, not including resodding the soccer field. I know we are tight on our budget this year, so I am proposing we spend \$30,000 to refurbish a number of areas in a number of different parks. I am not saying we do everything in each park. I am saying we take some areas of some parks that look particularly bad and address those now. I want to hear from Mr. Lomasney because in my proposals, I have numbered the pages. The only one thing I have questions about is, was mulch included in the contract? According to Mr. Mootz, the playground mulch is not included in the contract. I do not know if that applies under landscaping. I think that comes under parks instead. I did include one but not the other. In the main dog park on Cat Brier, that playground is in here, but I did not include that in the \$30,000 that I propose to spend. I think I did accidentally include it in the other park, Buck Lake Park. It is not checked off. You will see at the end of the set of proposals is a spreadsheet where I took each of the areas that I checked off and I included the pages. I want to hear from Mr. Lomasney. I propose that at the dog parks, we remove the dead crepe myrtles. and in several other parks we remove the dead shrubs. Instead of removing everything, we should remove just the dead shrubs and replace with like kind. For example, there is arboricola. Mr. Lomasney and I can review this. Perhaps there is some wiggle room we can navigate or negotiate. But I am proposing we take \$30,000 to refurbish those areas if you think we can afford it.

Mr. Lomasney stated I agree with everything that was checked. I like that we are going to visit each park so that you can see the difference in most of them, not just three. There is one item that concerns me, though, and it is the tree leaning toward the monument by the annual monument. If it falls, it will crash on it. There is a picture you can see. It will take the monument out. It is an old enough tree that I think it will destroy it.

280 Ms. Kassel stated Sebastian Bridge.

281 Ms. Kassel asked is that the panther and bear monument?

282 Mr. Lomasney stated yes. Two trees are there. One is in the field, and it will not hurt anything.  
283 I can completely understand that not being checked. If it falls, we cut it. The other one will damage  
284 that monument. It is going to be more costly for the damage it may cause versus removing it and  
285 being done with it and eliminating the risk.

286 Ms. Kramer asked what kind of tree is it?

287 Mr. Lomasney stated it is an oak tree.

288 Ms. Kassel stated in the agenda package among the proposals, it is page 2.

289 Mr. Lomasney stated it is issue #1. With each storm, it leans more. We have been monitoring  
290 it since June.

291 Ms. Kassel stated there is no division between removing that tree and the second tree. There is  
292 a price for removing the two trees. Is it half of that?

293 Mr. Lomasney stated I can find out if that is a separate issue, if we took this out of the pocket  
294 park project as a dangerous tree.

295 Ms. Kramer stated yes, and it looks like our cost would be under our limit so that the District  
296 Manager could authorize it.

297 Mr. Lomasney stated let me check. If the Board does not object, I would like to treat this as a  
298 separate issue. I will revisit this and speak with Mr. Mootz to get a firm price on that particular  
299 tree. I can bring it up next time.

300 Ms. Montagna stated no, just send it to me.

301 Ms. Kassel stated she has the approval power to make it happen outside of a Board meeting.

302 Ms. Kramer asked how much do we have in this upcoming year's budget for this type of  
303 project?

304 Mr. Leet stated I recall about \$35,000. We have \$40,000 for R&M trees and trimming.

305 Ms. Kassel stated that line item would not apply to this, but it would for removal of that one  
306 tree.

307 Ms. Montagna stated miscellaneous services under landscaping is \$34,860.

308 Ms. Kassel stated this is last year's budget we are looking at.

309 Ms. Kramer asked if we approve it tonight, how long before we see the invoices? Could you  
310 stage it out until we can get some assessment money?

311 Mr. Leet stated the fiscal year 2024 adopted budget has \$50,000 for miscellaneous services  
312 under landscaping.

313 Ms. Kramer stated the sycamore trees will fall under that, too.

314 Mr. Leet stated R&M trees and trimming has \$40,000.

315 Mr. Lomasney stated Mr. Mootz could answer that question as far as the invoice timing. We  
316 would typically do this within the same timeframe, but I will get with him and find out.

317 Ms. Kassel stated if you started it in October and finished by mid-November, then by the time  
318 we get the bill and have to pay it, we should have some revenue in.

319 Mr. Lomasney stated yes. It is going to take me some time.

320 Ms. Kramer stated this is the time of year to do all this.

321 Mr. Lomasney stated yes.

322 Ms. Montagna stated you do have money in first-quarter operating expenses, but it is not your  
323 full quarter.

324 Mr. Lomasney stated I will not have this job done next week.

325 Ms. Kramer stated it will take some time to get the work order.

326 Mr. Lomasney stated I need to schedule it with my crews.

327 Mr. Chokanis stated I totally agree we should get all this fixed at some point. I think if we take  
328 care of some of the trees that have fallen over that are potential liability issues and get those fixed,  
329 then we can take maybe two of the parks or two areas and slowly get those fixed, like the market  
330 area and Town Square and maybe Buck Lake Park. Once those get fixed, then we can get the other  
331 ones fixed slowly.

332 Mr. Leet asked are we going to cause more harm if we spread out execution of these over a  
333 month or two? I think that is where Mr. Chokanis was going. How urgent is it to get all these going  
334 now? Ms. Kassel has already made a pass at doing this and filtering them down on the entire  
335 property to the main points. I guess we are trying to see if we can squeeze it a little more.

336 Ms. Kassel asked when you say squeeze it a little more, what are you proposing?

337 Ms. Montagna stated if it will deteriorate more.

338 Ms. Kassel stated it already has deteriorated. Some of the areas are pretty bad, and they have  
339 been for years.

340 Mr. Lomasney stated these areas are the worst of the worst. From a priority standpoint, that is  
341 why we highlighted them.

342 Mr. Leet stated I do not have a problem with the projects, just the timing and maybe spreading  
343 it out. Is that what Mr. Chokanis was getting at?

344 Mr. Chokanis stated yes. I think all these things need to be fixed, for sure, but instead of  
345 spending \$30,000 and giving them a huge job, we can give them a one-month job and give them

the trees to fix that are a safety and liability issue. They can do Town Square, which is one of the centerpieces of Harmony, and Buck Lake is the other big area where people play. Obviously, these parks need work, but as far as a field of vision, they are not used as much as the other areas.

Ms. Kramer stated I agree that we have big financial projects. We have to get the community maintenance facility going. That project is ongoing. Let us keep this sheet and maybe consider those two main parks.

Mr. Chokanis made a MOTION to approve the proposal from Benchmark Landscaping for rehabilitation of Town Square and Buck Lake Park, for the first phase of the landscaping rejuvenation project, in the amount of \$15,305.  
Mr. Leet seconded the motion.

Upon VOICE VOTE, with three in favor and Ms. Kassel opposed, approval was given (by a margin of 3-1) to the proposal from Benchmark Landscaping for rehabilitation of Town Square and Buck Lake Park, for the first phase of the landscaping rejuvenation project, in the amount of \$15,305.

Ms. Kramer stated we will start with this first phase, and then in a month or two, see how much assessment money is received and then look at the others.

### **3. Consideration of Tree Pruning Proposal**

Ms. Kramer reviewed proposal #1421 from Benchmark Landscaping. These are all oak trees that are rubbing up against buildings or other structures that need to be pruned. There was also an oak rubbing against the Buck Lake shade structure that was supposed to be in this.

Mr. Lomasney stated it is.

Ms. Kramer stated I did not see it listed.

Mr. Lomasney asked it has the tarp over it?

Ms. Kramer stated yes.

Ms. Kassel stated this says Ashley Park pool, Ashley Park pool, Swim Club pool It does not say anything about Buck Lake Park.

Mr. Lomasney stated I will ask Mr. Mootz.

Ms. Kramer asked you will add that on?

Mr. Lomasney stated yes.

Ms. Kramer stated okay. That has been over a year now, and we will have damage on that shade structure.

Mr. Leet asked you are saying this amount does include that tree?

Ms. Montagna stated no.

Mr. Lomasney stated I will talk to Mr. Mootz. It is just two branches. I need the same boom truck. When that crew comes out to do that, I will have them look at that.

Ms. Kramer stated this is preservation of our structures and buildings.

Mr. Leet made a MOTION to approve proposal #1421 from Benchmark Landscaping for pruning five trees at the Ashley Park pool, with the addendum that it also includes the tree rubbing on the shade structure at Buck Lake Park, in an amount of \$3,125.  
Ms. Kassel seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 4-0) to proposal #1421 from Benchmark Landscaping for pruning five trees at the Ashley Park pool, with the addendum that it also includes the tree rubbing on the shade structure at Buck Lake Park, in an amount of \$3,125.

**B. Field Manager: Inframark**

**1. Field Manager's Report**

Ms. Montagna stated I emailed the field report separately. With the change in Mr. Jeison Castillo leaving, the field inspection report was not included in your agenda. We can add it when we post the revised one on the website.

Mr. Baez stated we have been pressure washing the dock for the boats, and pressure washing Schoolhouse Road. We are going to keep working on that, then Five Oaks Drive to the clubhouse. We will start on Cat Brier as soon as we are finished with that one. For the next meeting, we will have the sidewalk report so you can see how many we will need to grind or replace. Tomorrow, we will start pouring concrete for the damaged sidewalks. We started cutting the roots today on Sundrop, and it will be ready to pour concrete tomorrow. We will fix the gates on the fence for the dog park today. We replaced the motor for the kiddie pool, and it is working.

Ms. Montagna stated as well as all their day-to-day stuff.

Ms. Kramer stated there are a couple of items left to put on your radar. We need the Children at Play signs installed. Mr. Freddy Blanco knows the exact locations. He took photographs of the locations. Those have been delayed significantly, so they need to be installed right away. That needs to be a priority. Ms. Kassel also had pressure washing of the bat house structure. It is at the end of Cupseed, if you go straight from Cupseed toward Buck Lake, the bat house is right there. It is a tall, white structure.

Ms. Kassel stated also the east entrance tower is a mess; it needs to be power washed.

420 Ms. Kramer stated it needs to be evaluated to see if repairs are something we can do or if we  
421 need to hire a contractor.

422 Mr. Leet stated it should be like refreshing the signs and things like that, for stores that are not  
423 there anymore.

424 Ms. Montagna stated some of it he may be able to do, and some of it, we may have to get a  
425 vendor to come in.

426 Ms. Kassel stated there is also the Dark Sky swale flooding from the pool construction.

427 Ms. Kramer stated yes, they wanted to get it done but we had rain predicted, which did not  
428 come. They want to wait until we get another good rain to see that back up. That needs to be on  
429 the radar so we do not miss the next rain.

430 Ms. Montagna stated I will get with Mr. Baez and Mr. Hamstra on that because depending on  
431 what it is, we need to make sure we can do it properly.

432 Ms. Kramer stated it is basically the same as the last Dark Sky flooding issue.

433 Mr. Baez stated the sign for Billy's Trail, I took it back to the company that made the signs.  
434 They said they can replace the letter or replace the word.

435 Ms. Kramer stated the word "camera" was misspelled. Do we have a preference?

436 Ms. Kassel stated just have them replace the word. That way it does not look funny if the letter  
437 does not fit perfectly.

438 Mr. Baez stated there is a swing that is broken.

439 Ms. Kramer asked in a park, or on a boardwalk?

440 Mr. Baez stated in a park. It is PVC, and I do not know if you want to replace it with PVC or  
441 a wood swing.

442 Ms. Kramer asked is it currently PVC?

443 Mr. Baez stated yes.

444 Ms. Kramer stated it has been breaking.

445 Mr. Baez stated yes.

446 Ms. Kramer stated I know every year, it breaks. Maybe we should try wood.

447 Mr. Baez stated if we try wood, we can fix it better. We can buy the wood and fix it.

448 Ms. Kramer asked does anyone have any objections to replacing it with wood?

449 Ms. Kassel stated we can try it and see if it lasts.

450 Ms. Montagna stated it might be a little cheaper, too, and will be cooler in the sun.

Ms. Kassel stated we received a link to or a copy of a task checklist, which was back when Mr. Vincent Morrell was here. I am not sure why we got it. I know we talked in the meeting about updating that task checklist.

Ms. Montagna stated Mr. Baez will start updating that checklist. He sent out the link to you all had it. Now that Mr. Baez is here, those things will be updated so you can see it. We put it in the agenda, because that was something you requested, but you will not be able to click on anything.

Ms. Kassel stated all we need to know is if it is completed or still outstanding.

Ms. Montagna stated that is right.

Ms. Kramer stated that is what I was going to say. It got too mired down. We do not need to know if you are normally working and grinding. What we were really looking for was to be able to log in any service requests that come in from the residents.

Ms. Montagna stated from the [cddmaintenance@inframark.com](mailto:cddmaintenance@inframark.com) email.

Ms. Kramer stated yes, so we can make sure we know it has been asked of you and we can see when it has been done, so if we need to respond to a resident, then we can.

Ms. Kassel stated there should be two columns: one if it is done, and the second column if it is not done, when you expect to get it done.

Ms. Montagna stated I will show that to Mr. Baez. The other thing we have to do is log all the sidewalk stuff: when we grind it, when we replace it. That we keep for insurance purposes when they come back and file a lawsuit, then we can actually show them the dates we did repairs.

Ms. Kramer stated with the address or some other locator. That needs to be logged. Also what needs to be logged is any work order on the conservation areas and invasive species. Just this last week or so, I had to respond to the South Florida Water Management District (“SFWMD”) and give them a summary of Mr. Brad Vinson’s hours out there and what they were locating. He keeps those in a little notebook, but eventually it should be logged. Eventually, we will have to pass that on to Ms. Catherine Bowman, who is our environmental consultant, and she makes the formal report.

Ms. Montagna stated we will add another tab that is just for Mr. Vinson’s stuff. Every day is it out, what he sprayed, what he did, how many hours, and so forth. It is basically converting his notebook onto those tabs in the spreadsheet. We will set that up.

Ms. Kramer stated another issue we discussed at the last meeting that we need to get done is, there is a hive of bees underneath the small schoolhouse in the garden. That needs to be handled. They have been attacking the landscape workers. We need to get someone in here to remove them or eradicate them. They have been very aggressive, as has been reported recently.

484 Ms. Montagna stated we will call the vendors on your list and see if one of them will come  
485 out.

486 Mr. Leet asked what about the volleyball net?

487 Mr. Baez stated I will purchase it as soon as I get a card.

488 Ms. Montagna stated we had to cancel Mr. Castillo's Harmony card. They are issuing one for  
489 Mr. Baez, and it should be here in three to five days. As soon as he gets the net, he will put it up.

490 **2. Discussion of Splash Pad**

491 Ms. Kramer stated we would like an update. We are frustrated.

492 Ms. Lilly stated yes, I am frustrated, too. I gathered all the invoices, even from 2020, from Mr.  
493 Gerhard Van Der Snel.

494 Ms. Kramer asked did you replace the variable frequency drive ("VFD")?

495 Ms. Lilly stated yes. We did not do else anything to the fountain. All we did was replace the  
496 touchscreen and the VFD. We started doing work on the fountain in March, when we did the first  
497 diagnostic. We do not really know what is going on with the splash pad. Moe has a lot of splash  
498 pads that he works on, and this is the only one we are having a little bit of trouble with. I think we  
499 have some miscommunication regarding the plumbing. Moe did not replace the entire plumbing  
500 in the vault. He replaced the solenoid, which shuts the water off, the sprays individually, and then  
501 he replaced the plumbing that goes from the bit charge, which is the wall of the vault. You have  
502 plumbing that comes out of there. It was built in with the instructional component. He replaced  
503 starting from the plumbing line, which we cannot remove, to the solenoid over to the strainers.  
504 The plumbing line was there at the time the splash pad was built. There is a lot of other plumbing  
505 back there that Moe has not worked on or touched. Where the leak came from is not something  
506 Moe worked on. We do not know what happened. Moe was out a while ago; July 26 is when he  
507 was out, and there was no leak at that time. When we received a message from Mr. Castillo that  
508 the vault was flooded, it was over a month later.

509 Ms. Kramer stated we were under the understanding that all the plumbing except what is under  
510 the dirt, everything in the vault, had been replaced. I am hearing from you that it has not.

511 Ms. Lilly stated no. That is what Moe kept telling me, that he had not done that. In the estimate,  
512 it says replacing plumbing from strainers to discharge. It is only where the strainers are where the  
513 water comes out of the spray to clean, from there to the solenoid to the wall of the vault. Where  
514 the discharge connections are is the piping that we would not be able to do anything with because  
515 that was there during construction. Where the fountain is leaking, Moe would not be able to do  
516 anything with that. His concern is this. I will be 100% honest. He is thinking, we do not know who

all has been in the vault. I was told that a filter was repaired or replace at some point after Moe was there. Please know that we are not trying to get out of any type of repairs. Moe already has another motor in stock. We take accountability 100% for any work that we did not do correctly. This is what we stand by. In this case, other people have been in the vault. We do not know. Moe does not touch all the plumbing. We only work on what is needed. I cannot say we will repair or replace certain things because we do not know why it is leaking. He feels maybe someone leaned on it accidentally or bumped into it accidentally, and it cracked. Every time Moe has been there, it never had a leak. Moe checked to see if there is a leak, and there has not been.

Ms. Kramer stated we have had two leak incidents. The first one, as reported to us, was right after Moe had changed out all the solenoids. It flooded and took out the brand new motor on our brand new pump. That was one, but now there is a second leak incident. To which one are you referring?

Ms. Lilly stated I am referring to the most recent flooding.

Ms. Kramer stated the second one.

Ms. Lilly stated the one that happened on September 7 when Mr. Castillo texted to say the vault is flooded. Moe was there last on July 26.

Ms. Kramer stated before the leak, Moe had come out. He had worked. The fountain was on. In fact, we had it what I call dancing, going in a pattern. Then suddenly all that stopped again. Do we know what happened or do we know whether or not we can ever get it going again?

Ms. Lilly stated absolutely. I saw the videos of the most recent flooding, and VFD does not look like it was underwater. The problem is, we need to first replace the motor because it was submersed in water. If it is underwater, then it is not going to work anymore. Moe cannot risk turning the fountain on because it may burn out the VFD, which the VFD is a controller. That is what makes the nozzles go up or down. First, we need to replace the motor to make sure that is not going to burn out or spark anything. Then we can test the VFD. It does not look like it was underwater. As long as the VFD was not submerged, it is still good, as well as the touchscreen.

Ms. Kramer asked is there any way to test that? Our staff said the motor was not submerged. Is there a way to test the motor to see if it truly needs to be replaced before going to that cost?

Ms. Lilly stated it is interesting they would say that because when I was looking at the video, it looked completely submerged under water. I am not sure.

Ms. Kramer asked whether it has or not, is there a way to test it without jeopardizing the VFD?

548 Ms. Lilly stated no, there is not. Moe can detach it and dry it out and check it without  
549 connecting it to the pump. I can ask Moe. He was supposed to participate by phone in this meeting,  
550 but I have not been able to get a hold of him. He is on his way back from vacation. But I will ask.

551 Ms. Kassel stated I want to ask about repairing the leaks, whether or not it will happen, and it  
552 will be done by whom and at what cost. It is one thing to check the motor, but if those leaks are  
553 not repaired, then we still do not have the opportunity to turn it on.

554 Ms. Lilly stated right. I do not have any numbers for you right now, but Moe returns from  
555 vacation tonight. He is back to work next week. I can ask him. I will have to talk with him, and I  
556 will send you an update on the repairs.

557 Mr. Chokanis stated I would like to go out there and meet Moe and see what is going on. I hear  
558 what you are saying, and I somewhat understand the concepts. Please reach out to him and let me  
559 know when he will be out there so I can go out there and try to figure it out and fully understand  
560 the issue and try to help out.

561 Ms. Lilly stated that would be great. Send me your phone number. Another thing we do stress  
562 to our customers is, curiosity is really what damages these fountains and having multiple  
563 companies come in and work on them. There is nothing wrong with it, but the problem that we  
564 always see is, these fountains are very specific, and Moe knows how to work on the fountains.  
565 When someone else comes in and works on something, it is very hard to know what they did.  
566 Everyone ends up pointing fingers. We just do not know what happens once we leave the site.  
567 Most properties have electricians and plumbers and pool guys going in and out of the vault and  
568 doing things with the fountain. I understand that. Moe is so busy and sometimes cannot get out  
569 there for a couple weeks and you need these back up and running. But one thing I always like to  
570 stress to our customers is, it is so important that no one touches the fountain once it is up and  
571 running, unless it is someone that Moe has specifically trained. If you want to have people go out  
572 there, Moe is happy to show them what to do, what not to touch, what to be careful with. Anyone  
573 who wants to learn, please have them go out there to learn how to work on the fountain, for  
574 example, resetting it because lightning can shut it off. But when there are a lot of spoons in the  
575 pot, something always happens. A fountain we service in Sarasota County, the electrician went in  
576 to fix something in one of the panels. We do not know what happened, but he broke one of the  
577 pipe lines, and the vault flooded. He said it was an accident and he did not mean to, but when  
578 people are stepping down into the vault, it is slippery, the ladders are not stable, and if you step  
579 back a certain way you will bump your shoulder on the plumbing which will cause a crack or a  
580 leak. I wanted to let you know that.

581 Mr. Leet stated I wanted to bring that up to make sure everyone is on the same page. I did not  
582 see that we had any other contractors working on the splash pad more recently than that, but  
583 between field services inspecting it or whatever, it sounds like a great idea to get as many of our  
584 people as possible to be there with Moe to make sure everyone is caught up on how it should be  
585 run.

586 Ms. Lilly stated yes. They take notes, and we get calls on what we showed them to do for  
587 certain things and what is supposed to be turned off or the valve was not closed properly when  
588 cleaning it. Water products are very delicate.

589 Ms. Kramer stated I am totally a novice when it comes to splash pads and fountains. Does all  
590 this equipment have to be underground?

591 Ms. Lilly stated yes, because they cannot get wet.

592 Ms. Kramer asked could it be in a building above ground so that when it springs a leak, it does  
593 not flood the equipment?

594 Ms. Lilly stated yes. We have done that before. It would be a reconstruction. Moe filled the  
595 vault with dirt or whatever, and then he put the equipment on the top. In this case, the equipment  
596 went into the guardhouse of this property he worked, so all the equipment is above ground. Yes, it  
597 is possible.

598 Ms. Kramer stated we appreciate your input.

599 Ms. Lilly stated if you have any questions, please give us a call. We are more than happy to  
600 help with whatever you need.

601 Ms. Kramer stated thank you. What direction would the Board like to go in at this point?

602 Ms. Kassel stated she will get back to us with what it will take to fix the existing leak, what it  
603 will take to check the existing motor, and I think that is the next step.

604 Mr. Leet stated she broached the idea that it is possible to build up the VFD. I do not know  
605 about encapsulating the whole thing, like she said. Maybe on our side, we can look into what our  
606 options are and compare that with what Professional Fountain Services comes up with. It is going  
607 to be expensive. I do not where we got the impression that it was brand new in the vault to the  
608 bulkhead.

609 Ms. Kramer stated we were told that.

610 Mr. Leet stated yes.

611 Ms. Kramer stated not from them, but just working with it.

612 Mr. Leet stated that was our understanding, and we proceeded under that assumption to have  
613 them actually do that. If it is five digits or six digits, do we know what it would take to actually

614 have that done, versus if we were to build stuff up? It might be a similar cost, but it might be that  
615 if we do have a leak near the bulkhead or in some of the smaller pipes, it does not wipe out the  
616 equipment and is soggy for a few days. That is obviously a much better way to go.

617 Ms. Kramer stated right, and from what Ms. Lilly is saying, they do not do any of the plumbing  
618 work from the vault back, and that is where the leak came in. This is where it goes into the ground.

619 Mr. Leet stated the bulkhead.

620 Ms. Kramer stated right, where it goes into the wall and into the ground. The question would  
621 be, what condition is all that in, and is there a way to evaluate that because it is in the ground. I do  
622 not know if we need to find a plumber who can dig some of it up and check it at random places to  
623 see what the condition is. Before we put any more money into this, I want to know, like the pool  
624 heaters, that we are not looking to add a huge repair. What I am hearing, unless someone objects,  
625 is that we are going to let Moe get back from vacation and take another look, check the motor and  
626 figure out what the cost is to move forward.

627 Ms. Kassel stated yes, and also the leak. I thought the leak was coming into the vault, inside  
628 the vault.

629 Ms. Kramer stated no, it is right at the bulkhead of the vault, and that is where he was saying  
630 he does not work on those pipes. We will wait to get another update next month, and hopefully  
631 Moe will be able to get us more information.

632 Ms. Kassel stated I think that is where we are.

### 633 **3. Consideration of Pool Heater Proposals**

634 Ms. Kramer stated we had two pool heater proposals to replace both the pool heaters. Again,  
635 it is a similar situation. We put money into repairs, and now we are being told that they need to be  
636 totally replaced. We have one quote from Symbiont, who the current heaters were provided by, for  
637 \$56,672 to replace both geothermal units. Then we also have a second quote from Big Z Pool  
638 Service ("Big Z") for \$46,537. This would provide four AquaCal heat exchange units and they  
639 have warranties of seven years on the units and parts, and five years on labor. I did not see any  
640 solar units in the proposals. I do not know if that was considered. We only have two quotes. Did  
641 we go out for more and not get them?

642 Ms. Montagna stated yes, we did, and no, we did not. Spies did respond and they were supposed  
643 to send a proposal, but they never sent it. We sent it to one other company, but these are the only  
644 two we received.

645 Ms. Kassel stated the Symbiont proposal talks about two geothermal pool heat/cool units, and  
646 the Big Z's proposal talks about four heat pumps. I am a little confused.

647 Ms. Kramer stated geothermal is basically a heat exchange. I do not know if you have any  
648 familiarity with this. It pulls the groundwater and uses the temperature of the groundwater for a  
649 heat exchange for the water that goes into the pool. It warms it in the winter and cools it in the  
650 summer. It is basically the same type of unit and the same function. Big Z said we could get by  
651 with three of the heat exchange units, but four would work better.

652 Mr. Hayes stated four would be more efficient.

653 Ms. Kramer stated yes. We do have to consider the cost of electricity. Just this last month, the  
654 electricity cost for just running the pool equipment was over \$1,000. Electrical efficiency is also  
655 extremely important. Solar pool heaters, I have seen them on a smaller, residential pool, and they  
656 work absolutely fantastic. But the question is, we have a commercial pool, and I am not sure how  
657 they would work for that.

658 Mr. Chokanis stated it looks like we have been using Symbiont since 2019. Their email to Mr.  
659 Hayes says they have been doing this work for 40 years. I say we go with them based on the  
660 experience and history, instead of getting someone else involved, even though it is not cheaper. It  
661 looks like we have been using them for a long time, so it does not make sense to change for about  
662 \$10,000.

663 Ms. Kramer stated there is more history I would like to make you aware of, though. They have  
664 sent people out to evaluate. They went ahead and did work. Later, after we paid them about \$4,000  
665 for the first repairs, is when we heard that they thought we needed to totally replace them, but that  
666 we could get by with another \$4,000 worth of work, which we went ahead and did since we already  
667 had one fixed. Now they are telling us we should just replace both of them. I am a little bitter at  
668 this point with Symbiont.

669 Mr. Chokanis stated thank you for the backstory. Looking back since 2019, we have only paid  
670 them almost \$10,000 for service. I think that is pretty minimal compared to the splash pad. I  
671 thought only one of the heaters was broken, but they are recommending both be replaced. Is that  
672 what the story is?

673 Ms. Montagna stated they work in conjunction. They work together. You cannot just replace  
674 one and not the other.

675 Mr. Leet asked is that an issue with the type of it? Being a geothermal heat exchanger, versus  
676 if we go with the heat pump, now it is more segmented. If we do have an issue with one, we are  
677 replacing a quarter of the system and not needing to, just by necessity of this underground heat  
678 exchange and what is happening, do both of them at once for almost \$60,000?

679 Ms. Montagna stated that I do not know. Both companies came out and looked at it, so I would  
680 assume you need two. I do not know if you can break it apart. We can definitely go back and ask  
681 that question.

682 Mr. Chokanis asked do we get a tax break for going green and going geothermal?

683 Ms. Montagna stated no.

684 Mr. Leet stated heat pumps are up there, too. You get a credit if you go with a larger heat pump  
685 for your house. Both seem on the green side. It is more an issue of the history of the company. My  
686 thought hearing some of the backstory was, being told we need a repair, and then within a few  
687 months, that we need to replace it. That is not great.

688 Ms. Kramer stated are we at a point where we are ready to do this? The other question is, are  
689 we at a point where we can financially do this?

690 Mr. Chokanis stated right.

691 Mr. Leet stated winter is coming.

692 Ms. Montagna stated you have old heaters. Those are extremely old. I do not know if they are  
693 the age of your community, but they are old. At some point, they are going to fail. And I know  
694 how much your residents love their heated pool. I would probably recommend doing it sooner than  
695 later. Can you wait until you are better funded after the first quarter? I think you can. You are in  
696 winter, so that poses a different issue. It is Florida winter.

697 Ms. Kramer stated I am not sure how many heated pools are in Florida. I do not think there are  
698 a lot of them. I love the heated pool, personally. But again, is that something that for one season  
699 we may need to sacrifice? That is the question for the Board.

700 Mr. Chokanis stated I know some older folks go out and swim in the mornings at the pool. The  
701 question is, is the 55 and older community pool heated, as well, or is it not?

702 Ms. Kassel stated no, it is not.

703 Mr. Leet stated it is not. Neither is Ashley Park.

704 Mr. Chokanis stated it is kind of a big expense with where we are sitting with last year's  
705 expenses and continuing this year. I think we need to really think about this one.

706 Ms. Kramer stated at this point, I would like to ask that our staff also contact a company that  
707 does solar pool heaters and do a little research on those to see if they are effective so we can get a  
708 feel for that.

709 Ms. Montagna asked when do you want this back on the agenda?

710 Ms. Kramer stated next month, preferably. Sooner than later because it is cooling off.

711 **4. Consideration of Removal of Cattails in Golf Course Ponds Proposal**

Ms. Kramer stated we had an initial one. I am not sure why they gave us a quote for every pond throughout the community. It was rather high, or I thought it was rather high. Then staff went back out and got them strictly for the five ponds up front that are the problematic ponds. The other ponds, as long as Mr. Vinson starts spraying the cattails in them, it is not that expensive as long as we get them while they are in a smaller growth clump. Then we will not have to do this again. This was just because we have not taken care of them because we assumed, or were told, that the golf course was. We have four quotes, and I think there is a handout that went around. They will spray again, so they kill the plant, and remove all the biomass because we cannot allow that biomass to go into the pond, and they will haul it away. Central Florida Native Plants proposal is \$17,926. SŌLitude Lake Management's ("SŌLitude") is \$ 9,950. Aquatic Weed Management is \$23,000, and Lakefront Design is \$27,000.

Ms. Montagna stated SŌLitude is very low. We did confirm with them, and we have it via email that yes, they will do the exact same thing. They treat, cut, and haul away.

Mr. Hamstra asked both lakeshore and in the lake? Because theirs does not say in the lake, and the other three do. They just say they are going to cut down to the ground, but they do not say to the water line.

Ms. Kassel stated it does say flush cut to the ground or water all the cattail and primrose willows.

Ms. Montagna stated yes, we confirmed with them because the price was so low, and Mr. Alan Wilson said yes.

Ms. Kramer stated it looks like the other three are so high. SŌLitude had given us the original quote for all the ponds.

Ms. Montagna stated that was by me. I asked them for all the ponds. I did not really realize you wanted only those five. So that was my fault.

Ms. Kramer asked any thoughts, questions, or discussion from the Board about going with one of these proposals?

Ms. Kassel asked how soon does this need to be done?

Ms. Kramer stated the longer we delay, the worse it gets. It is a proportional explosion. We are to the point where it is an explosion of work. From the report that Mr. Hamstra gave us last month or the month before, we need to get it done.

Ms. Kassel stated I am asking because we are putting off this, that, and the other thing.

Ms. Kramer stated yes, but this is our stormwater management system. The other question would be if we got cited by SFWMD and then forced to do it on short order, I would rather do it in a planned manner.

Mr. Leet asked how long is this quote good for?

Ms. Montagna stated I would assume 30 days. Most proposals are, but I do not know.

Ms. Kramer made a MOTION to approve the proposal from SŌLitude Lake Management for the treatment of the five ponds to remove cattails and primrose willows, in the amount of \$9,950.  
Mr. Leet seconded the motion.

Ms. Kassel stated I just want to make sure the other proposals are only for five ponds and not for more than that.

Ms. Montagna stated yes.

Ms. Kramer stated they are for five ponds.

Mr. Chokanis stated maybe I am on the wrong page, but the one I see is 18 ponds for \$18,760.

Ms. Kramer stated yes, that was the initial proposal that was obtained in error. The other 13 ponds really do not need any work done. That is something our staff can kick back and keep at bay, which is what they also do on the side ponds after the stuff is killed and harvested.

Mr. Chokanis stated I am assuming these five ponds are a lot larger because we went from \$18,000 to \$9,000, and from 18 ponds to five ponds.

Ms. Kramer stated yes. The other 13 ponds have little to no cattails. Of these, one of them is almost halfway covered with cattails, so these are the ones that have a heavy infestation.

Mr. Hamstra stated correct.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 4-0) to the proposal from SŌLitude Lake Management for the treatment of the five ponds to remove cattails and primrose willows, in the amount of \$9,950.

Mr. Leet stated before we move on, I want to go back to the pool heaters. Looking at the repair quote on the most recent \$4,000 invoice, it does say replacement was strongly recommended due to condition and age of the pool heater, customer was provided options for financing to do replacement or repair by Symbiont. Would that still be in play if we were to go with Symbiont? Would that be in play with Big Z?

Ms. Montagna asked financing?

779 Mr. Leet stated yes.

780 Ms. Montagna stated I do not know if Big Z offers financing. Symbiont obviously does. We  
781 can ask that question.

782 Mr. Leet stated if we are bringing this up next month, find that out.

783 **C. District Engineer: Pegasus**

784 **1. Discussion Regarding the Five Oaks Drive Storm Sewer Pipe Inspection and**  
785 **Cleaning**

786 Mr. Hamstra stated first topic is Five Oaks Drive. at the last meeting, we talked about the  
787 results of the modeling because the pipes are too small. You then asked us to get a cost estimate  
788 to upsize the pipe to meet the County's current standards. I had Mr. Greg Teague break it out to  
789 the cost within the right-of-way versus the cost of the golf course, but he gave me a total project  
790 cost for construction, design, and oversight of roughly \$700,000.

791 Ms. Montagna asked which one is that for?

792 Mr. Hamstra stated this is for Five Oaks Drive flooding issue.

793 Ms. Kramer stated correct me if I am wrong, but your report said something about the fact that  
794 the current amount of flooding does not violate County standards.

795 Mr. Hamstra stated we look at three things: the size of the pipe, if the inlets are big enough,  
796 and if there are enough of them. What he did for the last meeting was conclude the pipes are too  
797 small, so that is causing the water to discharge in the street. What we did this last time was, were  
798 the inlets big enough or spaced close enough to prevent water from crossing over the streets. It is  
799 not a spread of water problem for Five Oaks Drive. The reason I did not call the County before  
800 this meeting is because I thought when you heard these numbers, we would want to talk first. If I  
801 initiate this dialog with the County, they may come back and ask if we will entertain going 50%-  
802 50%. I am not just going to negotiate numbers of this magnitude, knowing we just started a new  
803 fiscal year. I am not trying to diminish this, but we are not having flooding of homes. Since we are  
804 just starting into the new fiscal year and are heading into the dry season and are waiting for revenue  
805 to come in, other than we are going to talk shortly about cleaning and camera-ing the pipes, I do  
806 not know if we are ready to initiate this dialogue with the County yet. They may say that it is your  
807 community; yes, it is our right-of-way, but if you go 50%-50%, we may entertain it. We are talking  
808 about \$300,000 to \$350,000 which I know you do not have budgeted and which impacts other  
809 things we are working on, such as the community maintenance facility. We will talk about the  
810 inspection next. I am not sure if you want to table this at least for a month or two and wait for the  
811 winter months when it is dry and get some revenue and then see when we want to touch base with

812 the County. As the saying goes, the juice may not be worth the squeeze to spend this kind of money  
813 for a little bit of street flooding or ponding. It is a big number.

814 Ms. Kassel asked is it possible that the camera work and pipe cleaning might alleviate some of  
815 the flooding?

816 Mr. Hamstra stated if he goes out there and runs the hose through there and nothing comes out  
817 of it, then the pipes have been cleaned. If he blows out a bunch of sediment and garbage, then it  
818 might have compromised the system. We will clean it out, run the camera, and test it for another  
819 rainy season, and it might be a lot better. Based on the County's current standards, what is in the  
820 ground now is too small. Again, we are talking about a temporary inconvenience versus someone's  
821 home getting impacted. The construction costs continue to escalate. This probably would have  
822 been a \$300,000 job a couple years ago, and the cost of pipe and concrete continue to soar. I will  
823 take the Board's direction if you would like to table this and look at the outcome of the CCTV  
824 inspection if you approve that later tonight. I am not comfortable talking with the County at this  
825 point.

826 Ms. Kramer asked have we checked what we can see?

827 Mr. Hamstra stated all these things are under water.

828 Ms. Kramer stated yes, I mean the structure. At one structure, we found in the Estates had a  
829 root ball in it.

830 Mr. Hamstra stated these are different.

831 Ms. Kramer asked have we physically looked at what we can look at?

832 Mr. Hamstra stated yes. Only a few feet underground, you will see standing water because it  
833 is tied directly to the lake, so there is none of that. Right behind people's backyards, they are  
834 covered and buried with dirt. These are in the street and highly visible. There may be some leaves  
835 blowing in there.

836 Ms. Kramer stated I am talking about the ones in the pond itself that flows into the street and  
837 then goes down through the pipes.

838 Mr. Hamstra stated that pipe goes underwater into the pond. I cannot tell you on that.

839 Ms. Kassel stated related to that, not in the past couple weeks, but we have had a fair amount  
840 of rain this season. I think the ponds are pretty high. I wonder if that is also contributing to the  
841 flooding because there is not the surface area to absorb as much as it might be if the ponds were  
842 not so high. Would that be contributing to the flooding?

843 Mr. Hamstra stated I can look at those control structures to see if the water levels are pretty  
844 close to the orifice—the opening—then go back to where they should be. They may have been low

845 and not where they should be. For me go look at that for half a day is far cheaper than entertaining  
846 this proposal at this point.

847 Ms. Kassel stated not that. I think we are not at all entertaining \$700,000 to replace pipes, but  
848 I think we are at the place now where we are talking about whether we do the CCTV and proposed  
849 cleanout with Atlantic Pipe Services versus just leaving it for the moment.

850 Ms. Montagna asked how much was it for cleaning the pipe?

851 Mr. Hamstra stated \$10,590. It is coming up on my next item. I would recommend we clean  
852 it, camera it, and look at the structure at the structure at the lake to see if it is being compromised.  
853 Otherwise, it will cost us, unless the County surprises us and says they will fix it themselves, which  
854 I doubt. It is not a hazardous situation. It is an inconvenience.

855 Ms. Kramer stated the Board consider or discuss the proposal for Atlantic Pipe Service. I know  
856 there was some back and forth as far as questions and the amount that we maybe we should do.  
857 With the Estates, we did a not to exceed, and they had hourly rates to do stuff.

858 Ms. Kassel stated yes because the problem with the Atlantic Pipe Service proposal was, they  
859 gave us a price, but it was a mushy price because they did not know what they would find.

860 Mr. Hamstra stated that is the problem with this. They have no idea. They are giving us their  
861 best number. Mr. Teague asked them for a not-to-exceed price in their proposal, and they said they  
862 could not do that necessarily because they do not know what lurks underneath the water until they  
863 go out and do the work. They do not want to stop when they hit the budget and pull off the job. I  
864 also do not want to blindly give them a not-to-exceed and they add \$3,000 or \$4,000 to it, thinking  
865 it is at their disposal to use. When the work is done, whether it is Mr. Baez or myself or someone,  
866 I want to be out there watching to make sure they are doing what the scope says. Then if they run  
867 into an obstacle, then I know I have \$2,000 extra to get them to continue to move it.

868 Ms. Kramer stated yes, we do have that ability. We have adopted a policy for a change order  
869 of up to \$5,000 or 10% of the contract, whichever is less. That would give us at least \$1,000. Will  
870 that help a little more?

871 Mr. Hamstra stated I would probably go a little higher, just in case. The proposal is for \$10,590,  
872 so maybe raise it to \$12,500, and I will make sure Mr. Baez or myself or somebody is out there  
873 watching carefully, that they are plugging the pipe, they are dewatering it, and they are pumping  
874 it out. Not that I do not trust them. I have been using them for years.

875 Ms. Kramer stated it is always good to watch.

876 Ms. Kassel stated yes, because you do not always know if their employees have much  
877 experience.

Mr. Hamstra stated it may be like a survey crew and you get some new guys.

Ms. Kassel made a MOTION to approve proposal #1386 from Atlantic Pipe Services to clean the storm sewer system and perform a CCTV inspection to address flooding on Five Oaks Drive, in a not-to-exceed amount of \$12,500.

Mr. Leet seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 4-0) to proposal #1386 from Atlantic Pipe Services to clean the storm sewer system and perform a CCTV inspection to address flooding on Five Oaks Drive, in a not-to-exceed amount of \$12,500.

## **2. Discussion Regarding the Cat Brier Trail Storm Sewer System Evaluation**

Mr. Hamstra stated the next analysis was Cat Brier Trail. Surprisingly, even though the photos indicate otherwise, those pipes are definitely large enough. The inlets are large enough. Mr. Teague is speculating maybe that one does have some type of blockage to warrant the pictures provided. I did not get a proposal for that because Mr. Teague just finished the analysis fairly recently. It is not much bigger than Five Oaks Drive. In fact, it is a little bit smaller as far as the length of pipe. You can do a not-to-exceed amount of \$10,000 or something to do it now, or wait until the next meeting when I get a proposal in front of you for Cat Brier Trail.

Ms. Montagna asked will it save us money to have them both out here doing it at the same time?

Mr. Hamstra stated it would make sense if that they can. Otherwise, they are back and forth. They are out of Sanford. It would be a bit of a hike.

Ms. Kramer stated when I looked at the pond that this empties into, right there on the corner, it is heavily grown with vegetation right there where the inlet discharges into the pond. It is extremely overgrown. It might be worthwhile taking a look at that to see if there is some blockage right at the exit.

Mr. Hamstra asked does Benchmark's scope stop at the water lines to the ponds? If we want to get in the pond, is it a change order or a different contractor to do that?

Ms. Kramer stated we can get into the pond. We have a pond boat.

Mr. Hamstra stated as far as, if it was heavily overgrown to pull it out, Benchmark would not do that.

Ms. Kramer stated Mr. Baez could do some, but if we find it is excessively clogged, then we could get someone in, like SÖLitude or someone.

915 Mr. Leet stated I know we just passed a motion. It makes sense if they need to do any work on  
916 this other one to save mobilization and have them here back to back, are we comfortable amending  
917 this task to delay it until next month, maybe until we have some more information if staff has been  
918 able to look at the outlets?

919 Mr. Hamstra stated I think we should look at the outlet. It is not life threatening; it is a nuisance.  
920 Let me look at the outlet, and if I feel like it is sufficient, I can always get a proposal for the next  
921 meeting.

922 Ms. Kassel asked are we sure that the storm drains there are clean enough? Do we need to call  
923 the County out to make sure that the storm drain is clean? Maybe that is part of what could be  
924 causing some of this issue.

925 Ms. Kramer stated we can. Was it last year that I pointed out this one, that one, and one farther  
926 down on Five Oaks Drive, and the County came down and vacuumed it all out?

927 Ms. Kassel stated it was just the one on Claybrick.

928 Mr. Hamstra stated I know for sure they did the Estates. I do not recall on these, but we can  
929 ask.

930 Ms. Kramer stated yes, reach out to them and find out.

931 Mr. Leet asked do we need to do anything?

932 Ms. Kramer stated delay our motion for a later time.

933 Ms. Kassel asked delay the vote?

934 Mr. Leet stated we already voted, so we could have a motion to delay or postpone execution  
935 of that motion until we can look into Cat Brier Trail flooding.

936 Ms. Montagna asked what are you doing?

937 Ms. Kassel stated we are delaying execution of the proposal for Five Oaks Drive.

938 Ms. Montagna asked you want to table the Five Oaks Drive proposal?

939 Ms. Kassel stated no, not table.

940 Mr. Leet stated we already approved the proposal. We want to postpone executing it.

941 Ms. Kassel stated until we are able to assess Cat Brier Trail flooding.

942 Ms. Montagna asked so this is coming back?

943 Mr. Hamstra stated the Cat Brier Trail proposal, if it is warranted. I can ask the County if the  
944 CDD spends some money to do the modeling to make sure the pipes are big enough, the CDD is  
945 asking the County to please clean it out. If they say they just did it last year and they will not do it  
946 again, then I will look at the outlet and get a proposal from Atlantic Pipe Services. At the next  
947 meeting, assuming it is roughly the same number, you can approve them jointly.

948 Ms. Kramer asked why do not we not go ahead and withdraw that motion? That will be cleaner.  
949 Then we will come back and ask Atlantic Pipe Services to give us a quote for both of them.

950 Mr. Leet stated remember this is a short month.

951 Ms. Montagna stated you want to rescind the previous motion, and we will bring both proposals  
952 for November.

953 Ms. Kassel stated yes.

954

955 Ms. Kassel made a MOTION to approve to rescind the previous  
956 motion to approve proposal #1386 from Atlantic Pipe System, in an  
957 amount not to exceed \$12,500.

958 Mr. Leet seconded the motion.

959

960 Upon VOICE VOTE, with all in favor, unanimous approval was  
961 given (by a margin of 4-0) to rescind the previous motion to approve  
962 proposal #1386 from Atlantic Pipe System, in an amount not to  
963 exceed \$12,500.

964

965 Ms. Kramer stated Mr. Hamstra will come back if Atlantic Pipe Services needs to provide  
966 another proposal to include both locations, so we can get the savings.

967 **3. Discussion Regarding the Buck Lake Community Maintenance Facility**

968 Mr. Hamstra stated the notice to proceed was given to Southeastern Surveying for the  
969 community maintenance facility. They should be out there already. If anyone has seen their trucks,  
970 that is them.

971 Ms. Kramer stated they should be finished. They were out there for about three or four days  
972 about a week and a half ago.

973 Mr. Hamstra stated good, then I should be getting something next week from them.

974 **4. Garden Road Community Storage Shed**

975 Mr. Hamstra stated the last thing I have on my report is the revised aerial site plan that was  
976 provided to the Board and Mr. Hayes for the garden road storage shed. I think we are done at this  
977 point.

978 Ms. Montagna stated you are done. This is all legal now.

979 Mr. Hamstra stated good.

980 **5. Continuing Engineering Services**

981 Ms. Montagna stated we have the normal proposal that Mr. Hamstra brings every year for his  
982 engineering budget of \$60,000.

983 Mr. Hamstra stated it is for fiscal year 2024 if you want my services for another year.

984 Ms. Montagna stated we will need the motion to approve that if you are keeping him on staff  
985 for another year.

986 Ms. Kramer stated first, it was not on the agenda. We will need to do it as an add on, and I will  
987 need to open it for public comment prior to voting. At this time, I will ask for public comment for  
988 authorization to spend up to \$60,000 to retain Mr. Hamstra and Pegasus Engineering as our  
989 engineering team for fiscal year 2024. Hearing no comments, we will close the public comment  
990 period for Board discussion.

991

992 Ms. Kassel made a MOTION to approve the proposal from  
993 Pegasus Engineering to perform engineering services for fiscal year  
994 2024, in an amount not to exceed \$60,000.  
995 Mr. Leet seconded the motion.

996

997 Mr. Chokanis stated I have a couple questions. Is it just like an envelope of cash that we set  
998 aside beforehand, and if we do not use it all, it comes back to us? He will do work for us as he  
999 needs to?

1000 Mr. Leet stated not to exceed \$60,000.

1001 Mr. Hamstra stated like tonight or the last meeting when the Board asked us to look at the  
1002 hydraulics of the pipe, we will go back to the shop. One of my staff people will do the modeling  
1003 and provide a write-up. We draw on that dollar amount throughout the months with a detailed  
1004 invoice. If it comes to a point where we have a very active fiscal year, if we exhaust that \$60,000,  
1005 then we come back with a change order. If by chance you have a very quiet year and I do not use  
1006 all of it, then it does not get spent.

1007 Ms. Kramer stated it stays with us.

1008 Ms. Montagna stated it is not a blank check.

1009 Ms. Kassel stated they bill us every month for the work they have done against that \$60,000.  
1010 If it looks like they are going to go above it, then they will request a change order.

1011 Mr. Chokanis stated I think we did that last year because they were very active with a lot of  
1012 things.

1013 Ms. Kramer stated yes.

1014

1015 Upon VOICE VOTE, with all in favor, unanimous approval was  
1016 given (by a margin of 4-0) to the proposal from Pegasus Engineering  
1017 to perform engineering services for fiscal year 2024, in an amount  
1018 not to exceed the \$60,000.

1019

**D. District Counsel-Kutak Rock**

**1. Discussion Regarding the Action on Parcel VC-1 Debt Service**

Mr. Eckert stated at the last Board meeting we talked a lot about Parcel VC-1 debt service, how it was handled a few years ago, and what we need to do moving forward. We did get a chance to review the continuing disclosure agreement and confirmed this is an event that the District is required to disclose. What I need from the Board is to know whether or not we intend to make the payment in December or January, so I can draft that notice. That gets placed with the bond repositories so existing bondholders or people who might think about trading Harmony bonds have notice of what we are doing. I have an outline in my head of what the notice needs to say, but I am looking for a motion to authorize District counsel to draft the disclosure, with final approval by the Chair on the actual content of that disclosure. I also need some direction on whether the payment will be made in December or January, if that is still the District's intent.

Ms. Kassel made a MOTION to authorize counsel to draft the Parcel VC-1 debt service disclosure notice in consultation with the Chair, for the payment to be made in January 2024.  
Mr. Leet seconded the motion.

Ms. Kramer stated the plan is to pay off Parcel VC-1 in January 2024, and the attorney will draft the continuing disclosure notice, outlining that plan, in consultation with the Chair.

Mr. Chokanis asked do we have a total of that cost?

Ms. Montagna stated yes.

Ms. Kassel asked is it about \$263,000?

Ms. Montagna stated no, it is \$230,806.05 as of today.

Ms. Kramer stated it will, I presume, with interest go up, between now and January, but not significantly.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 4-0) to authorize counsel to draft the Parcel VC-1 debt service disclosure notice in consultation with the Chair, for the payment to be made in January 2024.

**2. Discussion Regarding the Potential Spending Authorization Resolution to Supplement the Procurement Policy**

Mr. Eckert stated I will give the Board credit. I work with a lot of districts, and the procurement policy you have is a very well-written policy. I am sure it has saved the residents a lot of money by following that policy. I am not proposing that change that policy. What I propose, that was distributed in the last agenda package, is whether or not the Board wants to have a spending

authorization policy, to clarify what the spending limits are for how we deal with continuing expenses, how we deal with non-continuing expenses that come up between Board meetings, and how we deal with emergency expenses. A resolution that has blanks to be filled in later was included in the agenda package. I am not asking the Board to approve a specific resolution tonight, but I would like some direction from the Board on whether or not you would like to have a spending authorization resolution. Then when we do that, I think we can marry that with your procurement policy, which again, I think is a very good financial tool the Board has implemented. If you decide not to do this, that is okay, too. It is something we have found useful in other districts.

Ms. Kassel stated personally, I would like to table this until the next meeting so I can spend a little more time with it.

Mr. Chokanis stated I would make a motion to table it.

Ms. Kramer stated we will just go ahead and table it right now. I think it would be really good. The nice thing about the sample that was sent around is that it gives us a clear definition on when Inframark can go ahead and pay those bills. We had some question as to, should they be paid before the Board approves them and then be ratified, or should we wait until after the Board approves them to pay them. This lays out specifically what bills should be paid ahead of time and then ratified, and which ones should not. We will table it until next month.

Mr. Leet asked just being a resolution to amend the procurement policy does not require a workshop? It is not a rule?

Ms. Kramer stated it is just a policy; it was not a rule. It was not done through rulemaking. Once we get into rulemaking, we can decide if we want to adopt it.

### **3. Ethics Training**

Ms. Montagna asked do you want to wait to go over the ethics training they have to do? Or do you want to bring it up now to prepare them?

Mr. Eckert stated no, I think we talked about it briefly before. Starting January 1, 2024, you will have to do four hours of ethics training on an annual basis. We will be sending out a memo that has a bunch of different resources for the Board on where you can get that training. It is not something you can actually take before January 1, 2024, anyway. At your November or December meeting if you meet in December, we will make sure the Board has that. It is usually economical for you to get that training. The big thing that we have been waiting on is the direction from the Commission on Ethics whether or not they are going to require different training for special district Board members because different laws apply to special districts, versus the existing training that

1090 is already in effect for county commissioners and city council members. We will get something to  
1091 you no later than the November meeting.

1092 Ms. Kramer stated just a reminder, the next meeting is November 16.

1093 **E. District Manager**

1094 **1. Update on the Website**

1095 Ms. Montagna stated I talked with Campus Suite, and we are going to start putting historical  
1096 documents on, as you requested. There has been no discussion of any additional charges. We will  
1097 start doing that.

1098 Mr. Leet stated I have a map that I have worked on with some of the trails, and I still owe you  
1099 that so that can be updated on the website. I cannot remember if an older map is still on there.  
1100 Hopefully, I will have that done this month and will get it sent to you and have it updated on the  
1101 website. We want to have a QR code for all our trail signs.

1102 **2. Update on the Garden Shed**

1103 Ms. Montagna stated I think what it comes down to is, they will not sign section 2B in the  
1104 contract. They do not want to sign that as far as giving a determined date. I think if we can open  
1105 that up a bit with whatever the Board is comfortable with of giving them some flexibility with  
1106 maybe once this is done, they have 90 days, or something like that. But they are just not willing to  
1107 sign that section with providing specifics.

1108 Mr. Eckert stated that is what we did at the Board's direction last meeting. If the Board wants  
1109 us to open it up more, we can. We thought what we did was fairly reasonable. Normally, a contract  
1110 will come back and say rather than 30 days, they want 60 days. But if they are just saying they  
1111 want money with no guarantee they will start with any given time, that is pretty concerning.

1112 Ms. Kramer stated I gave Mr. Hayes today a lead on a local government that just constructed  
1113 this type of building, albeit a little bit larger. But we are looking for both our community  
1114 maintenance facility and the garden shed. Let us see what he finds out who they worked with and  
1115 how they were to work with. I am much more comfortable hearing from the experience of another  
1116 local government and how their project went, versus jumping to this company, that we know  
1117 nothing about, for the leeway.

1118 Ms. Kassel stated Mr. Hamstra provided a drawing of the location, which is farther back than  
1119 where the field services building was, and I am wondering if that is desirable because it is more  
1120 steps away from the garden, and why it was set there.

1121 Mr. Kramer stated the reason it was is because the area where the field services trailer is, is  
1122 lower and it floods every time it rains.

1123 Ms. Kassel asked so you are okay with it? That is my concern.

1124 A Resident stated it is under trees, so it is shady.

1125 Ms. Kassel stated I just wanted to make sure.

1126 **4. Current Financial Statue**

1127 Ms. Kramer stated the exhibit included under this tab is not the appropriate one.

1128 Ms. Montagna stated Ms. Kramer and I spoke, and you will still get your monthly financials.  
1129 To make it easier to read, what we thought would be better and more beneficial is to have just one  
1130 page every month that states the operating amount, what you started with that month, what has  
1131 been spent, what you have remaining, and then reserves, what you started with, what came out of  
1132 there such as the garden shed, and the remaining amount. Essentially, that is all. It is just an easier  
1133 read to know where you are that day in your financials. You will start seeing that in your financials  
1134 every month, and it will be a one-page, easy read report with your financials included, as well.

1135 **5. Facility Usage Event Applications**

1136 Ms. Montagna stated these are event application with more than 50 people that need to be  
1137 approved.

1138 i. **Briana Kramer and Alister McDonald for a Two-Year Old Birthday Party**

1139 Ms. Kramer stated I think we need to go through these individually.

1140 Ms. Montagna stated yes.

1141 Ms. Kramer stated the first one is for a birthday party at the pool. Did you get a chance to speak  
1142 with Ms. Briana Kramer?

1143 Ms. Montagna stated I have not spoken with her. Has Mr. Hayes spoken with her?

1144 Mr. Hayes stated yes, I sent the information to them, letting them know this needed to come  
1145 before the Board for approval. Then I will follow I up.

1146 Ms. Kramer asked so you have not talked to them about the number of people? The concern is  
1147 that our rules require us to not shut down the pool for a reservation and not to overly burden the  
1148 pool. She is asking for 60 people. I am not sure if that is really what she is looking for. The capacity  
1149 of the pool is 80, maximum. That is pretty close when she says 60+ and does not give us an upper  
1150 limit.

1151 Mr. Leet stated she noted 60, question mark.

1152 Ms. Kassel stated it does not say plus.

1153 Ms. Kramer stated yes, question mark.

1154 Ms. Kassel stated which is a different story.

1155 Ms. Kramer stated I asked them to reach out to her just to verify. That is a huge birthday party  
1156 and a huge burden on the pool.

1157 Ms. Kassel asked why do we not just approve it with a caveat that there can be no more than  
1158 60 people?

1159 Ms. Kramer stated that is still a lot of capacity for the pool.

1160 Ms. Kassel stated the capacity is 80.

1161 Mr. Leet stated it will be in November. It is not like it is pool season. I am good with it.

1162 Ms. Kramer asked does she know it is not heated?

1163 Ms. Montagna stated they will find out when they jump in.

1164 Mr. Chokanis asked is inside the pool the capacity, or is it inside the fence line?

1165 Ms. Kramer stated it is considered the bathing capacity, but inside the fence line should not  
1166 exceed that for safety purposes. That is a lot of people. I do not know that we have ever seen that  
1167 many people at that pool.

1168 Mr. Chokanis stated I agree it is a lot. If the capacity was 60 people around the pool or 60  
1169 people inside the pool fence line.

1170 Ms. Montagna stated it is the bathing load.

1171 Ms. Kramer stated yes.

1172

1173 Mr. Leet made a MOTION to approve the facility usage  
1174 application from Briana Kramer and Alister McDonald for a two-  
1175 year-old birthday party at the big pool, with no more than 60  
1176 attendees, on November 4, 2023.

1177 Ms. Kassel seconded the motion.

1178

1179 Mr. Chokanis stated we can approve this one, but I want to talk about the whole fence line  
1180 capacity.

1181

1182 Upon VOICE VOTE, with all in favor, unanimous approval was  
1183 given (by a margin of 4-0) to the facility usage application from  
1184 Briana Kramer and Alister McDonald for a two-year-old birthday  
1185 party at the big pool, with no more than 60 attendees, on November  
1186 4, 2023.

1187

1188 ii. **Harmony Community Church for Easter Worship Sunday**

1189 Ms. Kramer stated this request is for an event in March. This one we not only approve, but we  
1190 typically waive the fees since they are a private entity but they are a church.

1191 Ms. Montagna stated this is the event they do every year.

1192

Ms. Kassel made a MOTION to approve the facility usage application from Harmony Community Church for Easter workshop Sunday, on March 31, 2024, waiving all fees.  
Mr. Leet seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 4-0) to the facility usage application from Harmony Community Church for Easter workshop Sunday, on March 31, 2024, waiving.

iii. **Harmony Residential Owners Association and Associations Solutions for Harmony Halloween Market**

Ms. Kramer stated this is a Harmony Residential Owners Association (“HROA”) event on October 29, 2023, for a market and Halloween event. Do we have all the documents for this? I presume they will be providing us with the certificate of insurance.

Ms. Montagna stated yes.

Ms. Kassel made a MOTION to approve the facility usage application from Harmony Residential Owners Association and Associations Solutions for Harmony Halloween and market event, on October 29, 2023.  
Mr. Leet seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 4-0) to the facility usage application from Harmony Residential Owners Association and Associations Solutions for Harmony Halloween and market event, on October 29, 2023.

iv. **Harmony Residential Owners Association and Associations Solutions for Fall Festival and Market**

Ms. Kramer stated this is another HROA event on November 12, 2023, for the fall festival and market. All of these, of course, are contingent upon receiving certificates of insurance and the requirements of our rules.

Ms. Kassel made a MOTION to approve the facility usage request from Harmony Residential Owners Association and Associations Solutions for a fall festival and market event, on November 12, 2023.  
Mr. Leet seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 4-0) to the facility usage request from Harmony Residential Owners Association and Associations Solutions for a fall festival and market event, on November 12, 2023.

v. **Recreation Usage Policy**

Mr. Chokanis stated I brought up last time about this document regarding different rules for approving parties or events for more than 50 people. I would like to revisit that whole document. I am not sure how we would go about this, but I think it is unnecessary for us to have to approve events, especially for Ms. Jennifer Abrahamson, who does all the events for us in Harmony. If she does not make it in time for our meetings, then we cannot approve it through Ms. Montagna or Inframark. I do not know how to go about this, but I would like a change in that aspect.

Ms. Montagna asked would you like to add a review of the event policy to the November agenda?

Ms. Kassel stated we would have to do that in a rulemaking session.

Ms. Montagna stated yes.

Ms. Kramer stated it is a formal rule.

Ms. Montagna asked Mr. Eckert, do we need to go through rulemaking if it is not a fee?

Mr. Eckert stated if you adopted it by rule and you are going to change it, then you would have to go through the rulemaking proceedings. Yes, you have to go through rulemaking to adopt it. I do not know how you originally adopted it.

Ms. Kramer stated yes, we did adopt it by rule, and it is part of the rule packet that went through the rulemaking procedure. We can add it to the agenda. Ms. Montagna is almost finished reviewing and making recommendations on the full rulemaking process where we are going over the entire rule document that Mr. Chokanis is looking at. You brought that to the attention of the manager, so she can place that in the recommendations. Does that sound reasonable?

Mr. Chokanis stated yes. I think it needs to be reviewed. I know it is a heavy document and has a lot of sections for rules and regulations for how we go about the business of the District. The reason why I brought it up is the instances of Ms. Abrahamson trying to set up an event and sending the submission for approval. I am hoping to filter out some of this stuff that needs to be changed.

Mr. Kassel stated is she is almost done, then maybe we can see the results in November. I would suggest maybe we have a rulemaking session. We do not have to do it now, but I am suggesting maybe for January.

1270 Ms. Montagna stated I have it all red-lined. My plan is when I am done, which I am hoping to  
1271 be done at the beginning of November, I will send it to you so you can review it, look at it, and  
1272 send back any comments that you have. Then I can compile them all together. When we are ready,  
1273 we can put it on the agenda, and then you can set a date for a rulemaking hearing, if that is what  
1274 you choose to do.

1275 Ms. Kramer stated that sounds good.

1276 Mr. Chokanis stated yes, thank you.

1277 **6. Update on District Records/Storage Boxes**

1278 Ms. Montagna stated where are in the boxes are accounts payable vendor files for fiscal years  
1279 2003 through 2016, such as invoices they paid; bank statements and cash receipts from 2003, 2004,  
1280 and 2011 through 2016; accounting working files from 2005, 2009, and 2011; prepayments from  
1281 inception through 2017.

1282 Ms. Kassel asked are the prepayments for bonds?

1283 Ms. Montagna stated yes, I would assume some of that is bond related because it is from  
1284 inception through 2017. That could be a number of different things. We also have old  
1285 correspondence from 2002, property taxes from 2003, and in general some old District  
1286 miscellaneous files. That is the summary of everything in the 32 boxes that are not needed. I am  
1287 happy to do whatever you would like me to do with those: get them all, get only the ones that you  
1288 want so you can go through them, whatever you would like me to do.

1289 Ms. Kassel stated I think we should at least look through the prepayments and correspondence  
1290 files.

1291 Mr. Eckert stated the prepayments you have to keep, and we will talk about that with the next  
1292 resolution that the Board will consider.

1293 Ms. Montagna stated actually, the prepayments are a part of the 28 boxes that need to be saved.  
1294 She gave me a summary of what was in all the boxes.

1295 Ms. Kramer asked other than that, does anyone want to see old accounts payable files or check  
1296 registers.

1297 Ms. Kassel stated the prepayments, which are required to be kept. It would not hurt to look  
1298 through the old correspondence to see if there is any documentation for things from the past that  
1299 could be relevant to us now.

1300 Ms. Leet asked is there any more detail regarding the old District files?

1301 Ms. Montagna stated no.

1302 Ms. Kramer stated it is miscellaneous. That could be as-builts or something.

1303 Ms. Kassel stated it would be a good idea to go through those.

1304 Mr. Leet stated yes, while we are doing this.

1305 Ms. Kramer stated I am not sure how many boxes that comprises.

1306 Ms. Montagna stated I will get with Ms. Sandra DeMarco and ask her. The prepayments are  
1307 separate, but I will find out how many boxes the old correspondence and the old District files make  
1308 up. Then I will let you know. I will not bring it to a meeting, but I will let you know via email.

1309 Ms. Kramer stated you were also going to investigate the \$50 annual fee.

1310 Ms. Montagna stated the \$50 annual fee is because we have to buy storage to be able to store  
1311 these old digitized records. If you go to digital, we have to buy storage space to be able to do that,  
1312 and we pay for that. Just like you store banker boxes in a storage building, you are paying for that.

1313 Ms. Kramer asked would that not be part of our overall records storage?

1314 Ms. Montagna stated no, because these are old records, and they have to pay for storage to be  
1315 able to keep those. Moving forward, your documents are on our servers. To add all of these old  
1316 files onto the storage will cost money to expand storage space. That is what the \$50 annual fee is.

1317 Ms. Kramer asked is it really that much?

1318 Ms. Montagna stated I cannot tell you. I do not know. That is what I was told.

1319 Ms. Kramer stated I have a source that said that is not even close, but peace be with it.

1320

1321 **FOURTH ORDER OF BUSINESS**

**Business Items**

1322 **A. Consideration of Resolution 2024-01, Appointment of Records Management Liaison**  
1323 **Officer**

1324 Ms. Kramer read Resolution 2024-01 into the record by title.

1325 Ms. Kramer stated this looks more like a records retention resolution.

1326 Mr. Eckert stated it is a lot that we pulled into this resolution. At the last meeting, the Board  
1327 decided they were not going to keep everything. They were going to change their policy to follow  
1328 the State guidelines. We prepared the resolution that appoints the records management liaison  
1329 officer. The Secretary has the power to appoint that person. If you look at Exhibit A, it says we are  
1330 going to follow the records retention schedule, which is very voluminous. However, we are going  
1331 to keep the documents listed on Exhibit A for a lot longer than what the State requires. Mody of  
1332 the documents that are on Exhibit A relate to bonds and how the bond funds were used. Those  
1333 documents need to be kept until a period of time after the bonds are paid off. In case there is an  
1334 audit by the Internal Revenue Service, we have those documents to be able to work with them on  
1335 that. This is a resolution we use in most of our districts that follow the State schedules, with those  
1336 exceptions that are on Exhibit A.

Ms. Kassel made a MOTION to approve Resolution 2024-01, appointment of a records management liaison officer.  
Mr. Leet seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 4-0) to Resolution 2024-01, appointment of a records management liaison officer.

Ms. Kramer stated let us get is straight because on the letterhead for this agenda package, it showed Ms. Joellyn Phillips as Secretary. We need to make sure to look at all those.

Ms. Montagna stated Ms. Phillips is an Assistant Secretary; Mr. Chokanis is a Supervisor, not Secretary.

Ms. Kramer stated my understanding is that our District Manager is the Secretary.

Ms. Montagna stated yes.

Ms. Kramer stated typically when we reorganize in November of even years, we have one or two of the other Board members as Assistant Secretaries.

Ms. Montagna stated that is correct.

**B. Discussion Regarding Advanced Development Team Harmony Cove Request to Issue Additional Bonds for Infrastructure Costs**

Ms. Kramer stated I presume everyone was sent the request that they would like us to issue additional bonds so they can afford to put in infrastructure for a 377-unit apartment complex in the front of Harmony.

Ms. Kassel stated I would not want to burden the residents any more than we already are. I do not see why we should.

Ms. Montagna stated with them not being here, I think it is a little early to discuss.

Ms. Leet stated for the sake of discussion, barring default, this bond would only be a burden on those units being financed by that bond. It will just cover those apartment buildings.

Ms. Kramer stated but the thing is, we are taking the annual burden from \$200,000 a year to \$800,000 a year on those properties. If they chose to default on them, when those two parcels go up for tax auction, more likely than not, no one would bid on them. Therefore, we would be out all that money, and the rest of the residents throughout the community would have to absorb that cost, or the bondholders would foreclose on those properties. Is that correct, Mr. Eckert?

Mr. Eckert stated generally, yes, in the sense that the bondholders would cause the District to foreclose on those properties., and then pay the proceeds of the foreclosure sale to the bondholders if that were to occur. If no one is there from the developer, and I did invite them and let them know

1373 when the meeting would be, but if they are not interested in showing up to talk to the Board in  
1374 person, I am not sure we should spend any more time on it.

1375 Ms. Montagna stated no.

1376 Mr. Eckert stated I will say that the proposed bond was proposed to just encumber their  
1377 property. If the assessments were paid on that property for 30 years, there would not be any harm  
1378 to the District. If there was a default, it would certainly impact the District's ability to refinance its  
1379 existing bonds. It would impact the District's ability to issue new bonds in the future if you wanted  
1380 to reconstruct the recreation centers. The District would also incur costs in dealing with the  
1381 foreclosure and going through that process under the master trust indenture. This is not without  
1382 risk to the District. Again, if they are not attending tonight, then I am not so sure we really ought  
1383 to spend much more time on it.

1384 Ms. Kassel asked we are sure they are not on Zoom?

1385 Mr. Leet stated it does not appear so.

1386 Mr. Chokanis stated based on what Mr. Eckert just said and the discussion, I do not see the  
1387 benefit of us going forward with this. We would be putting ourselves at risk, like Mr. Eckert said.  
1388 I do not think we should be going to look for something like that right now. That is just my opinion.

1389 Mr. Leet stated I only brought it up because in their request, they said they wanted to start  
1390 doing site prep as early as December. Yes, we would be taking on some risk if they defaulted. We  
1391 went through a substantial real estate crisis in 2008 and 2009 where the existing bonds were  
1392 defaulted on. That is a risk that we have to discuss. At the same time, we have a big project we are  
1393 trying to do ourselves. The big price difference was the lack of site prep. We had a petition from  
1394 about 160 residents who were unhappy where we were talking about putting our maintenance  
1395 facility. If they are already out here doing all this site prep, then they are mobilizing. That could  
1396 be mutually beneficial to ask since they are doing all the site prep for their buildings, if they could  
1397 do the site prep for our building. Now we would have the advantage of being able to put our  
1398 maintenance facility more removed from where the recreation stuff is right now, at a potentially  
1399 lower cost.

1400 Ms. Kassel stated if they are not even here, then I think it is a moot point.

1401 Ms. Kramer stated it sounds as though the Board does not want to take any action, so we will  
1402 move on.

1403 Ms. Kassel stated we were very lucky here in Harmony that the bonds were not defaulted on.  
1404 I remember reading in 2009 or 2010 that \$6 billion in CDD bonds were defaulted on. We were  
1405 very lucky all over central Florida.

**C. Discussion Regarding Operations and Maintenance Assessment Methodology**

Ms. Kramer stated I mistakenly put this on the agenda. At the last meeting, we decided to put it on the January agenda. So we will wait for January for this item.

**D. Discussion Regarding the Street Parking**

Ms. Kramer asked was an email blast go out? I did not see one.

Ms. Kassel stated I did not see one. I do not think we decided who was responsible for making sure that happened or what it looked like.

Ms. Kramer stated District management.

Ms. Kassel stated I have a survey monkey survey, and I could make up a survey if we wanted, as long as there is nothing illegal about that. In the email that went out through the HOA staff, I could write something like, here is the situation with the parking, and here are the options.

Mr. Hayes stated what I provided to you tonight, I did reach out to the County as requested by the Board. I spoke with the fire chief for the County, and I provided you some of their correspondence and email with the code ordinances and land development.

Ms. Kramer stated I will ask you to review this since we just got it today.

Mr. Hayes stated it was requested by the Board at the last meeting to find out more information about emergency services and street parking. It was requested that the District manager reach out to the County and find out more information. I will start with the emergency services portion of that. There was a question about those services and ambulatory services that could be provided, whether it is additional services to be provided to the District that are not currently being done. In speaking to them, they are already offering the services for the District. They did want me to point out that currently, you do have ambulatory services at Holopaw and Deer Run fire houses. The fire chief explained and told me that in the near future, at the fire house next to the school, they will soon have ambulance service there, which is close to you. What is in the email talks about Osceola County code of ordinances having to do with land development code. They provided the specifics of that documents. Sections 22 through 39 prohibit parking in specified places. As you can see from the bottom of page 1 through page 2, they specifically highlight parking on the streets. The fire marshal also explained to me that he would also take the land development code and provide me with some additional information. He has not had the opportunity to do so. Once I receive that, I will circulate that to the Board, as well.

Ms. Kramer stated Mr. Chokanis, I do not now if you had an opportunity to ask contacts in the fire department to do a drive-through to see if, in fact, we have a problem. At the last meeting, we talked about and you had mentioned you talked to your contacts in the fire department if they can

1439 maybe drive a fire truck through and see if there was a parking problem or if they could get through  
1440 with cars on both sides of the street. Were you able to do that?

1441 Mr. Chokanis stated I did not. I did see a firetruck going down Five Oaks Drive a couple weeks  
1442 ago. But I will get with my contact and get that scheduled.

1443 Ms. Kramer stated according to Mr. Hayes's contact with the fire chief, it sounds like they are  
1444 going to be putting a rescue unit at the station next to the high school.

1445 Mr. Chokanis stated that is awesome; that is great news.

1446 Ms. Kramer stated keep us informed on your contacts as to when or if it is going to happen.

1447 Mr. Chokanis stated okay.

1448 Mr. Leet asked do we want to take any action as far as doing some kind of resident survey?

1449 Ms. Kassel stated I think we need to know if it really is an issue with waste collection, fire and  
1450 rescue services, road and bridge maintenance, and mosquito control. That is what we heard was a  
1451 problem, but I am not sure who we heard it from that made it factual.

1452 Ms. Kramer stated we have written information from mosquito control that they provided. Fire  
1453 and rescue, I was stopped during one of our events on the Square where they were demonstrating  
1454 fire equipment. The fire fighters said they were concerned about it here and asked if we would  
1455 look into it, if Mr. Chokanis can get with his contacts at the fire department. We really do need to  
1456 know and be sure. It is very close. I think we could go around with a pick meter, for that matter,  
1457 and see if we can get between the cars. My car cannot fit between some of them. It would be good  
1458 to have that information so we can wait for the information from Mr. Chokanis's contact.

1459 Ms. Kassel stated we will just table this discussion until next month.

1460 Ms. Kramer stated yes.

1461 Mr. Leet stated while we are talking about next month, I want to make sure we will also be  
1462 discussing the Five Oaks Drive traffic issue that was mentioned.

1463 Ms. Kramer stated yes, we can add that. Those two go hand in hand. They are both County  
1464 street issues.

1465 Ms. Montagna asked is Mr. Hayes already talking with the County about a traffic study?

1466 Mr. Hayes stated no. That was on another question when they were asking about street parking.

1467 Mr. Chokanis stated I will say, I live on Middlebrook, and it is a very tight, narrow road for  
1468 Waste Management getting in and out. They have not really had an issue, per se, but if two trucks  
1469 are parked on the street, it is very tight. Sometimes you cannot get through. I think it depends on  
1470 what is parking on the side of the road, but I think there are some tight spots that will inhibit a fire

1471 truck from getting through. I will definitely reach out and see if they run a truck through to see if  
1472 they are any tight spots that we need to identify.

1473 Ms. Kramer stated thank you. I know Waste Management has, at times, missed some pickup  
1474 areas, such as Blue Stem and I think Dark Sky. They just cannot get through.

1475 Mr. Hayes stated I wanted to reiterate what I was saying about the fire marshal and what he  
1476 will be providing, looking at the land development code. Part of that is, it spells out if this District  
1477 is allowed to have any street parking at all, yes or no. That is something I was trying to get at when  
1478 I was explaining it to you. Once I get that from the fire marshal, I will be sharing it with you as  
1479 Board members.

1480 **E. Consideration of Resolution 2024-02, Recognizing Marilyn Ash-Mower**

1481 Ms. Kramer read Resolution 2024-02 into the record by title.

1482 Ms. Kassel stated I have a request from Ms. Ash-Mower to postpone this until she is done with  
1483 refurbishing. She probably has the paint already, but she wants us to postpone it for a month or  
1484 two.

1485 Ms. Kramer stated we appreciate you, Ms. Ash-Mower, and at your request, we will postpone  
1486 this until the December meeting.

1487 Ms. Kassel stated she is just embarrassed to be recognized. I totally understand and empathize.

1488 Ms. Montagna stated we will bring it back.

1489 **F. Consideration of Motion to Assign Fund Balance**

1490 Ms. Montagna stated typically what this Board has done every October, we bring this before  
1491 you. It is to hereby assign fiscal year 2023 reserves per the fiscal year 2023 budget, Exhibit A,  
1492 your operating reserves. Currently, you have \$467,801. You can approve this and keep it assigned  
1493 there, or you can assign it somewhere else. Right now, it is requesting to assign fund balance to  
1494 the fiscal year 2023 operating reserves. This is what is left. This is your fiscal year 2023 reserves,  
1495 but we would be assigning for fiscal year 2024 operating reserves.

1496 Ms. Kassel asked just to clarify, in terms of our budget, this is what our balance was that we  
1497 can now apply toward fiscal year 2024?

1498 Ms. Montagna stated it is an assigning fund balance as of September 30, 2023. That is your  
1499 fund balance. What we would typically do and what you have typically done in the past, is assign  
1500 your fund balance, whatever that number is, to operating reserves. That is what you have typically  
1501 done. It does not mean you have to do it the same way.

1502 Ms. Kramer stated I think it is good since we are so short and strapped for cash right now to  
1503 get our operating reserves beefed up.

1504

Ms. Kassel made a MOTION to approve assigning fund balance of \$467,801 as of September 30, 2023, to fiscal year 2024 to operating reserves.  
Mr. Leet seconded the motion.

Mr. Chokanis asked is this our reserve from fiscal year 2023 or fiscal year 2022?

Ms. Montagna stated no.

Ms. Kassel stated this is not our reserve for replacement and refurbishment. This is the fund balance at the end of fiscal year 2023. So we are assigning that fund balance as of September 30 of fiscal year 2023 to October 1 of fiscal year 2024. It will appear in our financial statements going forward.

Mr. Chokanis asked how do we have that much money left over?

Ms. Kramer stated because those are our operating reserves that we have to keep at a certain level to make it through until we get our assessments in.

Mr. Chokanis stated so we are pushing that to our operating account until money comes in.

Ms. Kramer stated yes.

Mr. Chokanis asked are we going to replace that once we get our cash flow that is coming in?

Ms. Montagna stated no.

Mr. Leet stated we have done this every year. Whatever amount we have left at the end of fiscal year 2024, if we do the same thing, it will be assigned forward to fiscal year 2025.

Ms. Montagna stated it keeps going every year.

Ms. Kramer stated yes, it rolls over each year.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 4-0) to assigning fund balance of \$467,801 as of September 30, 2023, to fiscal year 2024 to operating reserves.

## **FIFTH ORDER OF BUSINESS**

### **Consent Agenda**

#### **A. Minutes for the September 28, 2023, Regular Meeting**

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

Ms. Kramer stated the final, triple-edited minutes went out this afternoon.

Mr. Hamstra stated it was 100 pages.

Ms. Kramer stated it would not be acceptance of the minutes in the agenda package but those that you received today, as amended.

Ms. Kassel stated we actually collected the amendments since last week.

Ms. Kramer stated yes, all three are in the minutes sent today.

1542 **B. Financial Statements** *(September 2023)*

1543 The financial statements are included in the agenda package and available for public review  
1544 on the District's website or in the District Office during normal business hours.

1545 **C. #281 Invoices and Check Register** *(September 2023)*

1546 The check register and invoices are included in the agenda package and available for public  
1547 review on the District's website or in the District Office during normal business hours.

1548 Ms. Kassel stated I have a question about the Mr. Javier Hernandez refund. What is that about?

1549 Ms. Montagna asked what was the amount?

1550 Ms. Kassel stated \$1,200 or \$1,300.

1551 Ms. Kramer stated evidently, he prepaid it, and the information was not passed onto the tax  
1552 collector, so he received it in his tax bill.

1553 Ms. Kassel asked he prepaid his debt assessment by that much?

1554 Ms. Kramer stated yes. He prepaid the amount he owed.

1555 Ms. Kassel asked so instead of applying it toward his debt service, we just refunded it?

1556 Ms. Kramer stated no, we applied it to his debt service, but they did not inform the tax collector,  
1557 and it stayed on his tax bill.

1558 Ms. Montagna stated so he was due a refund/

1559 Ms. Kramer stated he was due a refund of what he paid to the tax collector.

1560 Ms. Montagna stated that we got. We got it, so the District had to refund him.

1561 Ms. Kassel stated I still do not understand. If the District got it, why could they not apply it  
1562 toward his debt service?

1563 Ms. Montagna stated he overpaid.

1564 Mr. Leet stated we got it because he paid his debt off, but the County did not know, so he was  
1565 still assessed this year on his tax bill.

1566 Ms. Montagna stated that is correct.

1567 Mr. Leet stated it got paid this year even though he did not have to, and we had to refund it.

1568 Ms. Montagna stated that is right.

1569 Ms. Kassel stated you are saying he prepaid his entire debt assessment off.

1570 Ms. Montagna stated yes.

1571 Ms. Kassel stated the County did not know, they billed him for it, so we had already gotten all  
1572 the money from him, not just that amount.

1573 Ms. Montagna stated that is correct.

1574 Ms. Kassel stated last month, we talked about wanting copies of the receipts for all the credit  
1575 card bills. They did not appear with the expenditure report. I am wondering why.

1576 Ms. Montagna stated I spoke with Ms. Paula Davis. She is trying to pull all of those. With Mr.  
1577 Castillo leaving, we are having to track down some of those receipts. Yes, it will not be on the  
1578 agenda, but it will be sent out with your expenditure report. She is working on an easy-to-read  
1579 report for you, same as how you see the invoices. It will be a summary and then all the receipts.

1580 Ms. Kassel asked it will be similar to what we used to receive and should be in the November  
1581 agenda?

1582 Ms. Montagna stated yes.

1583

1584 Ms. Kassel made a MOTION to approve the consent agenda,  
1585 minutes as amended.

1586 Mr. Leet seconded the motion.

1587

1588

1589 Upon VOICE VOTE, with all in favor, unanimous approval was  
1590 given (by a margin of 4-0) to the consent agenda, minutes as  
1591 amended.

1592

1593 **SIXTH ORDER OF BUSINESS**

**Supervisor Requests**

1594 Ms. Kassel stated the first one is, what was mentioned earlier, for a traffic study. I do not know  
1595 what that requires. I know a resident has requested a traffic study. I do not know if we can request  
1596 that, or if we can request that the police put out speed monitoring signs, or if we request the police  
1597 have a presence here on Five Oaks Drive and the Lakes area from Middlebrook and Feathergrass  
1598 down, or to ticket people who are speeding. I am not sure what the appropriate next step is.

1599 Ms. Montagna stated Mr. Hamstra can address the traffic study.

1600 Mr. Hamstra stated there are several different options. If you are worried about speeding,  
1601 typically the County will set up those speed bumps. Based on the percentile that exceeds the speed  
1602 limit, they may justify speed bumps or enforcement actions. That is a speed study. If you are doing  
1603 a traffic study based on future development, that is done by a lot of consultants who strictly do  
1604 traffic studies. They look at population, projected developments, and whether or not your roads  
1605 are going to exceed the designed capacity.

1606 Ms. Montagna stated the flip side to that is, we can call the County and tell them we are having  
1607 a speeding issue and ask if they can come in. I do not know if you are going to be a priority or if  
1608 they will even come do it. The other option is to pay off-duty sheriff's department officers to come  
1609 in write tickets and do radar.

1610 Ms. Kassel stated I do not think they can write tickets if they are off duty,

1611 Ms. Montagna stated yes, they can. We hire them in Celebration.

1612 Ms. Kramer stated the HROA already hires them to come in and do that.

1613 Ms. Kassel stated they do not hire them to ticket for speeding. They hire them to make sure  
1614 there are no teenagers around loitering and doing vandalism.

1615 Ms. Kramer stated I was informed the HROA does not even get notices of when they will be  
1616 here because they do speed enforcement activities all over. Maybe the other HOAs in the Lakes  
1617 can kick in to have more coverage. The CDD is not a traffic control entity.

1618 Ms. Kassel stated no, but what this resident was told by the County was that the CDD can  
1619 request to have the County to come and check for speeding.

1620 Ms. Kramer stated I would agree with that wholeheartedly.

1621 Ms. Kassel asked can we direct the District manager to contact the County and request that  
1622 they put up those speeding monitors?

1623 Ms. Montagna asked the speed trailers?

1624 Ms. Kassel stated yes.

1625 Mr. Chokanis stated there was a speeding incident, and my kids were involved. They were not  
1626 speeding but they were on a golf cart. Two cars were drag racing down Five Oaks Drive. I called  
1627 the non-emergency number and had a police officer come out and try to figure out who they were.  
1628 They were unsuccessful. I was thrown off by the resident's request for a traffic study, but anyone  
1629 can call the non-emergency number and have someone come out and monitor the roads. I do not  
1630 know that we necessarily need Ms. Montagna to reach out. They can put those signs out. A sign  
1631 was out in front of Middlebrook and Feathergrass probably a couple months ago showing your  
1632 speed, but no police officer was there to implement anything, whether it is writing tickets or  
1633 monitoring speed of cars. I think it is people coming mainly from the Enclave. That is the only  
1634 community where it is not people 55 and older. People speed very high in the morning when no  
1635 one is out there to see it.

1636 Mr. Leet asked is there any downside for us through the District manager asking for a speed  
1637 study? Or does it need to be brought up for discussion next month?

1638 Ms. Kassel stated I do not see why we would not ask the District manager to do that. As you  
1639 said, there is no downside.

1640 Mr. Chokanis stated there is not, if we can get any officers on lighter duty to come out for a  
1641 whole day and sit there to try to catch people speeding. I have seen people get pulled over by the  
1642 school not stopping at a stop sign or speeding around the roundabout. Yes, think it is a good idea.

1643 Ms. Kassel stated I think it has more weight coming from the CDD.

1644

Ms. Kassel made a MOTION to approve directing the District manager contact Osceola County to have them set up a speed study.  
Mr. Leet seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 4-0) to directing the District manager contact Osceola County to have them set up a speed study.

Mr. Chokanis asked Ms. Montagna, can you specifically put on Five Oak Drive toward the 55 and older the community? I know speeding is everywhere in front of my house, but I think that road is bad. There are no turns or anything from where you turn off the east entrance toward the Enclave. That whole section of Five Oaks Drive down the roundabout is where I feel like there is a lot of speeding.

Ms. Montagna stated okay.

Ms. Kassel stated I wanted to speak to the concern on the land by the Lakes, the five-story apartments. First of all, it is tentative. Second of all, the CDD has no control, enforcement, or say in what happens there. The people who own it have the right to approach the County with development plans. The CDD is not informed about those development plans in any way, shape, or form. The CDD cannot really do anything. It is really up to the residents of the community to monitor the consent agenda for the County Board of County Commissioners and observe what is on their consent agenda. If there is something like this happening, before it gets approved, residents have to be informed and go to these meetings of the County Commissioners and complain before they approve the consent agenda. Once it is approved, it is a done deal. You cannot look for the CDD to do everything for everyone. It is not what is in our jurisdiction to do. It is not within our power. If you want to try to prevent development, then you have to go to the County before they present their consent agenda at a meeting, and tell them. You can probably write to them, or appear at a meeting before all the Commissioners. If it has already been approved, sorry, it is too late.

Mr. Leet stated feel free to organize. We have had groups of residents go to the County Commission meetings in the past. We do not have a lot of leverage. We get a plat to approve. By that point, it has already been blessed by the County and everything. The County is where you need to go apply that pressure if you do not like the development plans. We had a resident in the Enclave who has people cutting across their property who are refusing to go along the trail for the CDD.

1678 Ms. Kramer stated we have signs going in. She wants to cut down the trees and bushes there.  
1679 We indicated that will cause even more trespass problems. We are erecting signs to keep people  
1680 directed on the trails.

1681 Ms. Kassel stated we already have the arrows.

1682 Ms. Kramer stated yes.

1683 Ms. Kassel stated they just need to be put up, so it is in the process.

1684 Ms. Kramer stated Mr. Tim Dwyer volunteered to put them up to take the burden off our staff.  
1685 I do want to let everyone know that I have a major opportunity that I have chosen to accept that  
1686 will cause me to be extremely business for the next year. I will not be able to devote the time that  
1687 I feel is necessary to properly serve our community. As of the end of this meeting, I will be stepping  
1688 down from the Board, so that you can choose a replacement.

1689 Mr. Leet asked stepping down as Chair or stepping down as a Board member?

1690 Ms. Kramer stated as Board member.

1691 Ms. Kassel asked can you wait until January until we have time to find someone to replace  
1692 you?

1693 Ms. Kramer stated you have a couple of good candidates who have already applied, and  
1694 hopefully, they will come back. I was hoping to handle the November meeting, but unfortunately,  
1695 I will be totally submerged in my new project in the middle of November.

1696 Ms. Montagna stated I will need a motion from the Board to accept Ms. Kramer's resignation.

1697 Ms. Kassel asked can you wait?

1698 Ms. Kramer stated I am sorry, I cannot.

1699 Ms. Montagna stated this is not a negotiation.

1700 Ms. Kassel asked can you stay as Chair until November 16?

1701 Ms. Kramer stated not with this project.

1702

Ms. Kramer made a MOTION to accept Ms. Kramer's resignation from the Board, effective immediately upon adjournment of the meeting.
--

1703

1704

1705

1706

1707 Mr. Chokanis asked do we vote on who gets to be Chair?

1708 Ms. Montagna stated we will do that at the next meeting. We will obviously have to announce  
1709 that we have a vacant seat. The Board will appoint someone to finish out Ms. Kramer's term. Then  
1710 we will realign the Board. You will nominate and vote on the Chair, the Vice Chair, and so forth.

1711

Ms. Kassel seconded the motion, with deep regret.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 4-0) to accept Ms. Kramer's resignation, with the Board's deep regret.

Ms. Kassel stated before we adjourn, I would like to get a resolution recognizing Ms. Kramer.

Ms. Montagna stated we will present it at the next meeting, if the Board will allow me to work with Ms. Kassel to come up with what the Board would like to recognize Ms. Kramer with. I am happy to work with her to come up with that.

Ms. Kassel asked can we hear about your opportunity?

Ms. Kramer stated unfortunately, no.

**SEVENTH ORDER OF BUSINESS                      Adjournment**

On MOTION by Mr. Chokanis, seconded by Ms. Kassel, with all in favor, the meeting adjourned at 8:59 p.m.

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Secretary/Assistant Secretary

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Chair/Vice Chair

**MINUTES OF MEETING  
HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, October 26, 2023, at 6:00 p.m. at the Jones Model Home, 3285 Songbird Circle, Saint Cloud, FL 34773.

Present and constituting a quorum were:

Teresa Kramer	Chair
Daniel Leet	Vice Chair
Lucas Chokanis ( <i>via Zoom</i> )	Supervisor
Kerul Kassel	Assistant Secretary

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

Angel Montagna	District Manager, Inframark
Michael Eckert ( <i>via Zoom</i> )	District Legal Counsel, Kutak Rock
David Hamstra	District Engineer, Pegasus Engineering
Lynn Hayes	<a href="#"><u>District Manager, Inframark, Management Division</u></a>
Jorge Baez	Field Supervisor, Inframark
Nick Lomasney	Benchmark Landscaping
Kerry Satterwhite	Area Field Manager, Inframark
Priscilla Lilly ( <i>via Zoom</i> )	Professional Fountain Services
Residents and Members of the Public	

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

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

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

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

**SECOND ORDER OF BUSINESS** **Audience Comments**

Ms. Kramer stated this is a time where the audience members, whether here in person and on Zoom, can come forward, state your name and address for the record, and present any concerns, ideas, or thoughts about the Harmony CDD to the Board. It is a three-minute time limit. We ask that you provide us with your input; it is not a time for questions or back and forth from the Board.

Ms. Mary Jane Sledz stated I have two things that I know I have received responses back. One of them is, over the summer, I asked for a traffic study on Five Oaks, due to we have had many near-misses on Five Oaks Drive, speeding, and kids driving golf carts. In the last two weeks, I was almost hit twice because I was obeying the speed limit. Two Supervisors responded back to me. I sent a separate one to the manager, but I did not hear back. I am hoping that the traffic study will make it to the agenda at some point because it has been a few months now that they told me it was

## Kerul Kassel changes

October 26, 2023  
Harmony CDD

Usually, you are fully collected by February. You may have a couple of one-offs in March. We have collected assessments through tax certificate sales, as well. I would say the bulk is received between now and January.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 4-0) to proposal #1531 from Benchmark Landscaping for treatment of 150 sycamore trees, in the amount of \$4,200.

### **2. Update on Pocket Park Projects**

Ms. Kassel stated Mr. Lomasney and I drove through and reviewed every single pocket park except for two of them. After visiting every park and having conversations regarding all the issues that are on this month's agenda, you can see that I checked off certain issues and circled them. They proposed that we spend the total of \$78,000, not including resodding the soccer field. I know we are tight on our budget this year, so I am proposing we spend \$30,000 to refurbish a number of areas in a number of different parks. I am not saying we do everything in each park. I am saying we take some areas of some parts that look particularly bad and address those now. I want to hear from Mr. Lomasney because in my proposals, I have numbered the pages. The only one thing I have questions about is, was mulch included in the contract? According to Mr. Mootz, the playground mulch is not included in the contract. I do not know if that applies under landscaping. I think that comes under parks instead. I did include one but not the other. In the main dog park on Cat Brier, that playground is in here, but I did not include that in the \$30,000 that I propose to spend. I think I did accidentally include it in the other park, Buck Lake Park. It is not checked off. You will see at the end of the set of proposals is a spreadsheet where I took each of the areas that I checked off and I included the pages. I want to hear from Mr. Lomasney. I propose that at the dog parks, we remove the dead crepe myrtles. and in several other parks we remove the dead shrubs. Instead of removing everything, we should remove just the dead shrubs and replace with like kind. For example, there is arboricola. Mr. Lomasney and I can review this. Perhaps there is some wiggle room we can navigate or negotiate. But I am proposing we take \$30,000 to refurbish those areas if you think we can afford it.

Mr. Lomasney stated I agree with everything that was checked. I like that we are going to visit each park so that you can see the difference in most of them, not just three. There is one item that concerns me, though, and it is the tree leaning toward the monument by the annual monument. If it falls, it will crash on it. There is a picture you can see. It will take the monument out. It is an old enough tree that I think it will destroy it.

October 26, 2023  
Harmony CDD

1090 is already in effect for county commissioners and city council members. We will get something to  
1091 you no later than the November meeting.

1092 Ms. Kramer stated just a reminder, the next meeting is November 16.

1093 **E. District Manager**

1094 **1. Update on the Website**

1095 Ms. Montagna stated I talked with Campus Suite, and we are going to start putting historical  
1096 documents on, as you requested. There has been no discussion of any additional charges. We will  
1097 start doing that.

1098 Mr. Leet stated I have a map that I have worked on with some of the trails, and I still owe you  
1099 that so that can be updated on the website. I cannot remember if an older map is still on there.  
1100 Hopefully, I will have that done this month and will get it sent to you and have it updated on the  
1101 website. We want to have a QR code for all our trail signs.

1102 **2. Update on the Garden Shed**

1103 Ms. Montagna stated I think what it comes down to is, they will not sign section 2B in the  
1104 contract. They do not want to sign that as far as giving a determined date. I think if we can open  
1105 that up a bit with whatever the Board is comfortable with of giving them some flexibility with  
1106 maybe once this is done, they have 90 days, or something like that. But they are just not willing to  
1107 sign that section with providing specifics.

1108 Mr. Eckert stated that is what we did at the Board's direction last meeting. If the Board wants  
1109 us to open it up more, we can. We thought what we did was fairly reasonable. Normally, a contract  
1110 will come back and say rather than 30 days, they want 60 days. But if they are just saying they  
1111 want money with no guarantee they will start with any given time, that is pretty concerning.

1112 Ms. Kramer stated I gave Mr. Hayes today a lead on a local government that just constructed  
1113 this type of building, albeit a little bit larger. But we are looking for both our community  
1114 maintenance facility and the garden shed. Let us see what he finds out who they worked with and  
1115 how they were to work with. I am much more comfortable hearing from the experience of another  
1116 local government and how their project went, versus jumping to this company, that we know  
1117 nothing about, for the leeway.

1118 Ms. Kassel stated Mr. Hamstra provided a drawing of the location, which is farther back than  
1119 where the field services building was, and I am wondering if that is desirable because it is more  
1120 steps away from the garden, and why it was set there.

1121 Mr. Kramer stated the reason it was is because the area where the field services trailer is, is  
1122 lower and it floods every time it rains.

1123 Ms. Kassel asked so you are okay with it? That is my concern.

October 26, 2023  
Harmony CDD

1373 when the meeting would be, but if they are not interested in showing up to talk to the Board in  
1374 person, I am not sure we should spend any more time on it.

1375 Ms. Montagna stated no.

1376 Mr. Eckert stated I will say that the proposed bond was proposed to just encumber their  
1377 property. If the assessments were paid on that property for 30 years, there would not be any harm  
1378 to the District. If there was a default, it would certainly impact the District's ability to refinance its  
1379 existing bonds. It would impact the District's ability to issue new bonds in the future if you wanted  
1380 to reconstruct the recreation centers. The District would also incur costs in dealing with the  
1381 foreclosure and going through that process under the master trust indenture. This is not without  
1382 risk to the District. Again, if they are not attending tonight, then I am not so sure we really ought  
1383 to spend much more time on it.

1384 Ms. Kassel asked we are sure they are not on Zoom?

1385 Mr. Leet stated it does not appear so.

1386 Mr. Chokanis stated based on what Mr. Eckert just said and the discussion, I do not see the  
1387 benefit of us going forward with this. We would be putting ourselves at risk, like Mr. Eckert said.  
1388 I do not think we should be going to look for something like that right now. That is just my opinion.

1389 Mr. Leet stated I only brought it up because in their request, they said they wanted to start  
1390 doing site prep as early as December. Yes, we would be taking on some risk if they defaulted. We  
1391 went through a substantial real estate crisis in 2008 and 2009 where the existing bonds were  
1392 defaulted on. That is a risk that we have to discuss. At the same time, we have a big project we are  
1393 trying to do ourselves. The big price difference was the lack of site prep. We had a petition from  
1394 about 160 residents who were unhappy where we were talking about putting our maintenance  
1395 facility. If they are already out here doing all this site prep, then they are mobilizing. That could  
1396 be mutually beneficial to ask since they are doing all the site prep for their buildings, if they could  
1397 do the site prep for our building. Now we would have the advantage of being able to put our  
1398 maintenance facility more removed from where the recreation stuff is right now, at a potentially  
1399 lower cost.

1400 Ms. Kassel stated if they are not even here, then I think it is a moot point.

1401 Ms. Kramer stated it sounds as though the Board does not want to take any action, so we will  
1402 move on.

1403 Ms. Kassel stated we were very lucky here in Harmony that the bonds were not defaulted on.  
1404 I remember reading in 2009 or 2010 that \$6 billion in CDD bonds were defaulted on. We were  
1405 very lucky ~~all over central Florida.~~

October 26, 2023  
Harmony CDD

Ms. Kassel made a MOTION to approve assigning fund balance of \$467,801 as of September 30, 2023, to fiscal year 2024 to operating reserves.  
Mr. Leet seconded the motion.

Mr. Chokanis asked is this our reserve from fiscal year 2023 or fiscal year 2022?

Ms. Montagna stated no.

Ms. Kassel stated this is not our reserve for replacement and refurbishment. This is the fund balance at the end of fiscal year 2023. So we are assigning that fund balance as of September 30 of fiscal year 2023 to October 1 of fiscal year 2024. It will appear in our financial statements going forward.

Mr. Chokanis asked how do we have that much money left over?

Ms. Kramer stated because those are our operating reserves that we have to keep at a certain level to make it through until we get our assessments in.

Mr. Chokanis stated so we are pushing that to our operating account until money comes in.

Ms. Kramer stated yes.

Mr. Chokanis asked are we going to replace that once we get our cash flow that is coming in?

Ms. Montagna stated no.

Mr. Leet stated we have done this every year. Whatever amount we have left at the end of fiscal year 2024, if we do the same thing, it will be assigned forward to fiscal year 2025.

Ms. Montagna stated it keeps going every year.

Ms. Kramer stated yes, it rolls over each year.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 4-0) to assigning fund balance of \$467,801 as of September 30, 2023, to fiscal year 2024 to operating reserves.

## **FIFTH ORDER OF BUSINESS**

### **Consent Agenda**

#### **A. Minutes for the September 28, 2023, Regular Meeting**

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

Ms. Kramer stated the final, triple-edited minutes went out this afternoon.

Mr. Hamstra stated it was 100 pages.

Ms. Kramer stated it would not be acceptance of the minutes in the agenda package but those that you received today, as amended.

Ms. Kassel stated we actually collected the amendments since last week.

Ms. Kramer stated yes, all three are in the minutes sent today.

Commented [KK1]: Is this right? Doesn't sound correct...

**MINUTES OF MEETING  
HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, October 26, 2023, at 6:00 p.m. at the Jones Model Home, 3285 Songbird Circle, Saint Cloud, FL 34773.

Present and constituting a quorum were:

Teresa Kramer	Chair
Daniel Leet	Vice Chair
Lucas Chokanis ( <i>via Zoom</i> )	Supervisor
Kerul Kassel	Assistant Secretary

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

Angel Montagna	District Manager, Inframark
Michael Eckert ( <i>via Zoom</i> )	District Legal Counsel, Kutak Rock
David Hamstra	District Engineer, Pegasus Engineering
Lynn Hayes	Inframark, Management Division
Jorge Baez	Field Supervisor, Inframark
Nick Lomasney	Benchmark Landscaping
Kerry Satterwhite	Area Field Manager, Inframark
Priscilla Lilly ( <i>via Zoom</i> )	Professional Fountain Services
Residents and Members of the Public	

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

**FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

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

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

**SECOND ORDER OF BUSINESS**

**Audience Comments**

Ms. Kramer stated this is a time where the audience members, whether here in person and on Zoom, can come forward, state your name and address for the record, and present any concerns, ideas, or thoughts about the Harmony CDD to the Board. It is a three-minute time limit. We ask that you provide us with your input; it is not a time for questions or back and forth from the Board.

Ms. Mary Jane Sledz stated I have two things that I know I have received responses back. One of them is, over the summer, I asked for a traffic study on Five Oaks, due to we have had many near-misses on Five Oaks Drive, speeding, and kids driving golf carts. In the last two weeks, I was almost hit twice because I was obeying the speed limit. Two Supervisors responded back to me. I sent a separate one to the manager, but I did not hear back. I am hoping that the traffic study will make it to the agenda at some point because it has been a few months now that they told me it was

Mr. Kramer stated right. The subcontractor is for Toho Water Authority (Toho”), who is putting in the ~~inner~~-interconnect. Yes, we do need to make sure they are responsible for that maintenance.

Mr. Lomasney stated right. I just wanted to say it because that is included in the percentage that is not operating. In the same area where the new construction is, there was a white fence there with some palm trees. When they removed that, there were several pipes exposed. It was to the point where my tech just this week shut that zone off completely. We cannot afford to just have water spilling out. That is another area where we have a problem, and we are still locating. We have guys out, and we are just letting them do what they are going to do. We will leave it off until they are complete, and then we will go over there and make our assessment. I will present to the Board our findings. This week, in the packets, we went through timers 1 through 12 in the past two days. One sprinkler remains broken. All the timers we looked through up to 12 have been replaced. He is currently doing that, and he will stay onsite until the timers and recommendations are complete with this month’s report as far as the irrigation. The highway is down. We do not have water going to it. I saw some on the other day, and I will continue to look into it, but we do not need the water going there. That is where some of the open lines are.

Ms. Montagna asked is that U.S. Hwy 192?

Mr. Lomasney stated yes. Like I said, I saw a section west of 7-Eleven where three were on. I still need to investigate that. That is included in the 85% to 90%. I need to see why it is coming on. It could be wired improperly with another timer.

Mr. Chokanis asked was this not in the agenda package?

Ms. Montagna stated no, this is his oral report.

Mr. Lomasney stated I was asked at the last meeting to bring a map to showcase and explain the irrigation, what percentage we were at, the timer locations, and things of that nature.

Mr. Leet stated unfortunately, we only have the room camera and not an easy way to show this map on Zoom. I am not sure if Mr. Chokanis can view this copy with us.

Ms. Kassel stated we can take a picture of it.

Mr. Lomasney stated yes, feel free to take pictures of it and use it. ~~E~~each one that is marked ~~ed~~ is where our new timers are. I just wanted you to see it so if you point to a question, I can answer it.

Ms. Kassel stated there was an irrigation packet that was sent to the Board last week from Benchmark about what was happening. I always find those a little hard to understand, but I am glad to hear we are at 90%.

Ms. Montagna stated it is good progress, for sure.

779 Mr. Leet stated yes.

780 Ms. Montagna stated I do not know if Big Z offers financing. Symbiont obviously does. We  
781 can ask that question.

782 Mr. Leet stated if we are bringing this up next month, find that out.

783 **C. District Engineer: Pegasus**

784 **1. Discussion Regarding the Five Oaks Drive Storm Sewer Pipe Inspection and**  
785 **Cleaning**

786 Mr. Hamstra stated first topic is Five Oaks Drive. Aat the last meeting, we talked about the  
787 results of the modeling because the pipes are too small. You then asked us to get a cost estimate  
788 to upsize the pipe to meet the County's current standards. I had Mr. Greg Teague break it out to  
789 the cost within the right-of-way versus the cost of the golf course, but he gave me a total project  
790 cost for construction, design, and oversight of roughly \$700,000.

791 Ms. Montagna asked which one is that for?

792 Mr. Hamstra stated this is for Five Oaks Drive flooding issue.

793 Ms. Kramer stated correct me if I am wrong, but your report said something about the fact that  
794 the current amount of flooding does not violate County standards.

795 Mr. Hamstra stated we look at three things: the size of the pipe, if the inlets are big enough,  
796 and if there are enough of them. What he did for the last meeting was conclude the pipes are too  
797 small, so that is causing the water to discharge in the street. What we did this last time was, were  
798 the inlets big enough or spaced close enough to prevent water from crossing over the streets. It is  
799 not a spread of water problem for Five Oaks Drive. The reason I did not call the County before  
800 this meeting is because I thought when you heard these numbers, we would want to talk first. If I  
801 initiate this dialog with the County, they may come back and ask if we will entertain going 50%-  
802 50%. I am not just going to negotiate numbers of this magnitude, knowing we just started a new  
803 fiscal year. I am not trying to diminish this, but we are not having flooding of homes. Since we are  
804 just starting into the new fiscal year and are heading into the dry season and are waiting for revenue  
805 to come in, other than we are going to talk shortly about cleaning and camera-ing the pipes, I do  
806 not know if we are ready to initiate this dialogue with the County yet. They may say that it is your  
807 community; yes, it is our right-of-way, but if you go 50%-50%, we may entertain it. We are talking  
808 about \$300,000 to \$350,000 which I know you do not have budgeted and which impacts other  
809 things we are working on, such as the community maintenance facility. We will talk about the  
810 inspection next. I am not sure if you want to table this at least for a month or two and wait for the  
811 winter months when it is dry and get some revenue and then see when we want to touch base with

**D. District Counsel-Kutak Rock**

**1. Discussion Regarding the Action on Parcel VC-1 Debt Service**

Mr. Eckert stated at the last Board meeting we talked a lot about Parcel VC-1 debt service, how it was handled a few years ago, and what we need to do moving forward. We did get a chance to review the continuing disclosure agreement and confirmed this is an event that the District is required to disclose. What I need from the Board is to know whether or not we intend to make the payment in December or January, so I can draft that notice. That gets placed with the bond repositories so existing bondholders or people who might think about trading Harmony bonds have notice of what we are doing. I have an outline in my head of what the notice needs to say, but I am looking for a motion to authorize District counsel to draft the disclosure, with final approval by the Chair on the actual content of that disclosure. I also need some direction on whether the payment will be made in December or January, if that is still the District's intent.

Ms. Kassel made a MOTION to authorize counsel to draft the Parcel VC-1 debt service disclosure notice in consultation with the Chair, for the payment to be made in January 2024.  
Mr. Leet seconded the motion.

Ms. Kramer stated the plan is to pay off Parcel VC-1 in January 2024, and the attorney will draft the continuing disclosure notice, outlining that plan, in consultation with the Chair.

Mr. Chokanis asked do we have a total of that cost?

Ms. Montagna stated yes.

Ms. Kassel asked is it about \$263,000?

Ms. Montagna stated no, it is \$230,806.05 as of today.

Ms. Kramer stated it will, I presume, with interest go up, between now and January, but not significantly.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 4-0) to authorize counsel to draft the Parcel VC-1 debt service disclosure notice in consultation with the Chair, for with the payment to be made in January 2024.

**2. Discussion Regarding the Potential Spending Authorization Resolution to Supplement the Procurement Policy**

Mr. Eckert stated I will give the Board credit. I work with a lot of districts, and the procurement policy you have is a very well-written policy. I am sure it has saved the residents a lot of money by following that policy. I am not proposing that you change that policy. What I propose, that was distributed in the last agenda package, is the Board to consider whether ~~or not the Board wants to~~

1090 is already in effect for county commissioners and city council members. We will get something to  
1091 you no later than the November meeting.

1092 Ms. Kramer stated just a reminder, the next meeting is November 16.

1093 **E. District Manager**

1094 **1. Update on the Website**

1095 Ms. Montagna stated I talked with Campus Suite, and we are going to start putting historical  
1096 documents on, as you requested. There has been no discussion of ~~any~~ additional charges. We will  
1097 start doing that.

1098 Mr. Leet stated I have a map that I have worked on with some of the trails, and I still owe you  
1099 that so that can be updated on the website. I cannot remember if an older map is still on there.  
1100 Hopefully, I will have that done this month and will get it sent to you and have it updated on the  
1101 website. We want to have a QR code for all our trail signs.

1102 **2. Update on the Garden Shed**

1103 Ms. Montagna stated I think what it comes down to is, they will not sign section 2B in the  
1104 contract. They do not want to sign that as far as giving a determined date. I think if we can open  
1105 that up a bit with whatever the Board is comfortable with of giving them some flexibility with  
1106 maybe once this is done, they have 90 days, or something like that. But they are just not willing to  
1107 sign that section with providing specifics.

1108 Mr. Eckert stated that is what we did at the Board's direction last meeting. If the Board wants  
1109 us to open it up more, we can. We thought what we did was fairly reasonable. Normally, a  
1110 contractor will come back and say rather than 30 days, they want 60 days. But if they are just  
1111 saying they want money with no guarantee they will start with in any given time frame, that is  
1112 pretty concerning.

1113 Ms. Kramer stated I gave Mr. Hayes today a lead on a local government that just constructed  
1114 this type of building, albeit a little bit larger. But we are looking for both our community  
1115 maintenance facility and the garden shed. Let us see what he finds out who they worked with and  
1116 how they were to work with. I am much more comfortable hearing from the experience of another  
1117 local government and how their project went, versus jumping to this company, that we know  
1118 nothing about, for the leeway.

1119 Ms. Kassel stated Mr. Hamstra provided a drawing of the location, which is farther back than  
1120 where the field services building was, and I am wondering if that is desirable because it is more  
1121 steps away from the garden, and why it was set there.

1122 Mr. Kramer stated the reason it was is because the area where the field services trailer is, is  
1123 lower and it floods every time it rains.

1304 Ms. Kassel stated it would be a good idea to go through those.

1305 Mr. Leet stated yes, while we are doing this.

1306 Ms. Kramer stated I am not sure how many boxes that comprises.

1307 Ms. Montagna stated I will get with Ms. Sandra DeMarco and ask her. The prepayments are  
1308 separate, but I will find out how many boxes the old correspondence and the old District files make  
1309 up. Then I will let you know. I will not bring it to a meeting, but I will let you know via email.

1310 Ms. Kramer stated you were also going to investigate the \$50 annual fee.

1311 Ms. Montagna stated the \$50 annual fee is because we have to buy storage to be able to store  
1312 these old digitized records. If you go to digital, we have to buy storage space to be able to do that,  
1313 and we pay for that. Just like you store banker boxes in a storage building, you are paying for that.

1314 Ms. Kramer asked would that not be part of our overall records storage?

1315 Ms. Montagna stated no, because these are old records, and they have to pay for storage to be  
1316 able to keep those. Moving forward, your documents are on our servers. To add all of these old  
1317 files onto the storage will cost money to expand storage space. That is what the \$50 annual fee is.

1318 Ms. Kramer asked is it really that much?

1319 Ms. Montagna stated I cannot tell you. I do not know. That is what I was told.

1320 Ms. Kramer stated I have a source that said that is not even close, but peace be with it.

1321  
1322 **FOURTH ORDER OF BUSINESS** **Business Items**  
1323 **A. Consideration of Resolution 2024-01, Appointment of Records Management Liaison**  
1324 **Officer**

1325 Ms. Kramer read Resolution 2024-01 into the record by title.

1326 Ms. Kramer stated this looks more like a records retention resolution.

1327 Mr. Eckert stated it is a lot that we pulled into this resolution. At the last meeting, the Board  
1328 decided they were not going to keep everything. They were going to change their policy to follow  
1329 the State guidelines. We prepared the resolution that appoints the records management liaison  
1330 officer. The Secretary has the power to appoint that person. If you look at Exhibit A, it says we are  
1331 going to follow the records retention schedule, which is very voluminous. However, we are going  
1332 to keep the documents listed on Exhibit A for a lot longer than what the State requires. ~~Most~~ ~~Many~~  
1333 of the documents that are on Exhibit A relate to bonds and how the bond funds were used. Those  
1334 documents need to be kept until a period of time after the bonds are paid off. In case there is an  
1335 audit by the Internal Revenue Service, we have those documents to be able to work with them on  
1336 that. This is a resolution we use in most of our districts that follow the State schedules, with those  
1337 exceptions that are on Exhibit A.

Ms. Kassel made a MOTION to approve Resolution 2024-01, appointment of a records management liaison officer.  
Mr. Leet seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 4-0) to Resolution 2024-01, appointment of a records management liaison officer.

Ms. Kramer stated let us get is straight because on the letterhead for this agenda package, it showed Ms. Joellyn Phillips as Secretary. We need to make sure to look at all those.

Ms. Montagna stated Ms. Phillips is an Assistant Secretary; Mr. Chokanis is a Supervisor, not Secretary.

Ms. Kramer stated my understanding is that our District Manager is the Secretary.

Ms. Montagna stated yes.

Ms. Kramer stated typically when we reorganize in November of even years, we have one or two of the other Board members as Assistant Secretaries.

Ms. Montagna stated that is correct.

**B. Discussion Regarding Advanced Development Team Harmony Cove Request to Issue Additional Bonds for Infrastructure Costs**

Ms. Kramer stated I presume everyone was sent the request that they would like us to issue additional bonds so they can afford to put in infrastructure for a 377-unit apartment complex in the front of Harmony.

Ms. Kassel stated I would not want to burden the residents any more than we already are. I do not see why we should.

Ms. Montagna stated with them not being here, I think it is a little early to discuss.

Ms. Leet stated for the sake of discussion, barring default, this bond would only be a burden on those units being financed by that bond. It will just cover those apartment buildings.

Ms. Kramer stated but the thing is, we are taking the annual burden from \$200,000 a year to \$800,000 a year on those properties. If they chose to default on them, when those two parcels go up for tax auction, more likely than not, no one would bid on them. Therefore, we would be out all that money, and the rest of the residents throughout the community would have to absorb that cost, or the bondholders would foreclose on those properties. Is that correct, Mr. Eckert?

Mr. Eckert stated generally, yes, in the sense that the bondholders would cause the District to foreclose on those properties, and then pay the proceeds of the foreclosure sale to the bondholders if that were to occur. If no one is there from the developer, and I did invite them and let them know

**C. Discussion Regarding Operations and Maintenance Assessment Methodology**

Ms. Kramer stated I mistakenly put this on the agenda. At the last meeting, we decided to put it on the January agenda. So we will wait for January for this item.

**D. Discussion Regarding the Street Parking**

Ms. Kramer asked was an email blast go out? I did not see one.

Ms. Kassel stated I did not see one. I do not think we decided who was responsible for making sure that happened or what it looked like.

Ms. Kramer stated District management.

Ms. Kassel stated I have a survey monkey survey, and I could make up a survey if we wanted, as long as there is nothing illegal about that. In the email that went out through the HOA staff, I could write something like, here is the situation with the parking, and here are the options.

Mr. Hayes stated what I provided to you tonight, I did reach out to the County as requested by the Board. I spoke with the fire chief for the County, and I provided you some of their correspondence and email with the code ordinances and land development.

Ms. Kramer stated I will ask you to review this since we just got it today.

Mr. Hayes stated it was requested by the Board at the last meeting to find out more information about emergency services and street parking. It was requested that the District manager reach out to the County and find out more information. I will start with the emergency services portion of that. There was a question about those services and ambulatory services that could be provided, whether it is additional services to be provided to the District that are not currently being done. In speaking to them, they are already offering the services for the District. They did want me to point out that currently, you do have ambulatory services at Holopaw and Deer Run fire houses. The fire chief explained and told me that in the near future, at the fire house next to the school, they will soon have ambulance service there, which is close to you. What is in the email talks about Osceola County code of ordinances having to do with land development code. They provided the specifics of that documents. Sections 22 through 39 prohibit parking in specified places. As you can see from the bottom of page 1 through page 2, they specifically highlight parking on the streets. The fire marshal also explained to me that he would also take the land development code and provide me with some additional information. he has not had the opportunity to do so. Once I receive that, I will circulate that to the Board, as well.

Ms. Kramer stated Mr. Chokanis, I do not know if you had an opportunity to ask contacts in the fire department to do a drive-through to see if, in fact, we have a problem. At the last meeting, we talked about and you had mentioned you talked to your contacts in the fire department if they

1679 Ms. Kramer stated we have signs going in. She wants to cut down the trees and bushes there.  
1680 We indicated that will cause even more trespass problems. We are erecting signs to keep people  
1681 directed on the trails.

1682 Ms. Kassel stated we already have the arrows.

1683 Ms. Kramer stated yes.

1684 Ms. Kassel stated they just need to be put up, so it is in the process.

1685 Ms. Kramer stated Mr. Tim Dwyer volunteered to put them up to take the burden off our staff.  
1686 I do want to let everyone know that I have a major opportunity that I have chosen to accept that  
1687 will cause me to be extremely business-busy for the next year. I will not be able to devote the time  
1688 that I feel is necessary to properly serve our community. As of the end of this meeting, I will be  
1689 stepping down from the Board, so that you can choose a replacement.

1690 Mr. Leet asked stepping down as Chair or stepping down as a Board member?

1691 Ms. Kramer stated as Board member.

1692 Ms. Kassel asked can you wait until January until we have time to find someone to replace  
1693 you?

1694 Ms. Kramer stated you have a couple of good candidates who have already applied, and  
1695 hopefully, they will come back. I was hoping to handle the November meeting, but unfortunately,  
1696 I will be totally submerged in my new project in the middle of November.

1697 Ms. Montagna stated I will need a motion from the Board to accept Ms. Kramer's resignation.

1698 Ms. Kassel asked can you wait?

1699 Ms. Kramer stated I am sorry, I cannot.

1700 Ms. Montagna stated this is not a negotiation.

1701 Ms. Kassel asked can you stay as Chair until November 16?

1702 Ms. Kramer stated not with this project.

1703

1704 Ms. Kramer made a MOTION to accept Ms. Kramer's resignation  
1705 from the Board, effective immediately upon adjournment of the  
1706 meeting.

1707

1708 Mr. Chokanis asked do we vote on who gets to be Chair?

1709 Ms. Montagna stated we will do that at the next meeting. We will obviously have to announce  
1710 that we have a vacant seat. The Board will appoint someone to finish out Ms. Kramer's term. Then  
1711 we will realign the Board. You will nominate and vote on the Chair, the Vice Chair, and so forth.

1712

# **Subsection 6B**

## **Financial Statements**

# MEMORANDUM

**TO:** Board of Supervisors, Harmony CDD  
**FROM:** Charlie Babouri, Accountant  
**CC:** Angel Montagna, District Manager  
**DATE:** November 15, 2023  
**SUBJECT:** October 2023 Financials

---

Please find the attached October 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 Charlie.Babouri@Inframark.com.

## General Fund

- Total Revenue through October is approximately 1% of the annual budget. This is typical for this time of year.
  - Non Ad Valorem Assessment collections are currently at 0%.
  - Garden Lot - Includes lease payments for garden lot.
- Total Expenditures through October are at 4% of the annual budget.
  - ▶ Administrative
    - P/R-Board of Supervisors - Includes payroll for meetings through October 2023.
    - ProfServ-Engineering - Pegasus Engineering services through October 2023.
    - ProfServ-Management Consulting - Contract with Inframark.
    - ProfServ-Recording Secretary - Inframark provides near verbatim minutes.
    - Insurance-General Liability - Egis Insurance Advisors provides auto, general liability, inland marine and property insurance.
    - Annual District Filing Fee - FY23-24 filing fee paid to the department of economic opportunity.
  - ▶ Field
    - ProfServ-Field Management - Contract with Inframark.
  - ▶ Landscaping Services
    - Contracts-Landscape - Benchmark Landscaping provides landscaping 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.
  - ▶ 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.
    - Interest Expense - Interest portion of VC1 debt service assessment to be transferred from the general fund to the series 2015 debt service fund.

## General Fund Reserves

- ▶ \$60,440 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 \$786,566 FY23 expenditures.

**HARMONY**  
Community Development District

**Financial Statements**

(Unaudited)

**October 31, 2023**

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**Balance Sheet**  
October 31, 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	\$ 161,787	\$ -	\$ -	\$ -	\$ 161,787
Accounts Receivable	319	-	-	-	319
Due From Other Funds	-	60,440	-	-	60,440
Investments:					
Money Market Account	714,764	-	-	-	714,764
Prepayment Account	-	-	18,510	61,567	80,077
Reserve Fund	-	-	607,313	340,000	947,313
Revenue Fund	-	-	658,129	331,919	990,048
Prepaid Items	8,324	-	-	-	8,324
<b>TOTAL ASSETS</b>	<b>\$ 885,194</b>	<b>\$ 60,440</b>	<b>\$ 1,283,952</b>	<b>\$ 733,486</b>	<b>\$ 2,963,072</b>
<b>LIABILITIES</b>					
Accounts Payable	\$ 110,199	\$ -	\$ -	\$ -	\$ 110,199
Accrued Expenses	37,623	-	-	-	37,623
Due To Other Funds	46,476	-	13,964	-	60,440
<b>TOTAL LIABILITIES</b>	<b>194,298</b>	<b>-</b>	<b>13,964</b>	<b>-</b>	<b>208,262</b>
<b>FUND BALANCES</b>					
<b>Nonspendable:</b>					
Prepaid Items	8,324	-	-	-	8,324
<b>Restricted for:</b>					
Debt Service	-	-	1,269,988	733,486	2,003,474
<b>Assigned to:</b>					
Operating Reserves	467,801	-	-	-	467,801
<b>Unassigned:</b>	214,771	60,440	-	-	275,211
<b>TOTAL FUND BALANCES</b>	<b>\$ 690,896</b>	<b>\$ 60,440</b>	<b>\$ 1,269,988</b>	<b>\$ 733,486</b>	<b>\$ 2,754,810</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 885,194</b>	<b>\$ 60,440</b>	<b>\$ 1,283,952</b>	<b>\$ 733,486</b>	<b>\$ 2,963,072</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending October 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ 30,000	\$ 2,500	\$ 34,509	\$ 32,009
Interest - Tax Collector	-	-	1,645	1,645
Special Assmnts- Tax Collector	2,791,633	-	-	-
Special Assessments-Tax Collector-VC1	(33,132)	-	-	-
Special Assmnts- Discounts	(111,665)	-	-	-
Access Cards	1,200	100	90	(10)
User Facility Revenue	600	50	-	(50)
Garden Lot	1,207	101	915	814
<b>TOTAL REVENUES</b>	<b>2,679,843</b>	<b>2,751</b>	<b>37,159</b>	<b>34,408</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
P/R-Board of Supervisors	14,000	1,167	1,400	(233)
FICA Taxes	1,071	89	107	(18)
ProfServ-Arbitrage Rebate	1,200	-	-	-
ProfServ-Dissemination Agent	1,500	-	-	-
ProfServ-Engineering	60,000	5,000	4,030	970
ProfServ-Legal Services	60,000	5,000	-	5,000
ProfServ-Mgmt Consulting	71,328	5,944	5,944	-
ProfServ-Property Appraiser	392	-	-	-
ProfServ-Recording Secretary	4,326	361	361	-
ProfServ-Special Assessment	9,087	-	-	-
ProfServ-Trustee Fees	10,160	-	-	-
Auditing Services	4,400	-	-	-
Postage and Freight	1,000	83	21	62
Rental - Meeting Room	7,500	625	-	625
Insurance - General Liability	20,000	20,000	22,932	(2,932)
Legal Advertising	1,200	100	60	40
Misc-Assessment Collection Cost	55,832	-	-	-
Annual District Filing Fee	175	175	175	-
<b>Total Administration</b>	<b>323,171</b>	<b>38,544</b>	<b>35,030</b>	<b>3,514</b>
<b>Field</b>				
ProfServ-Field Management	375,810	31,318	31,318	-
<b>Total Field</b>	<b>375,810</b>	<b>31,318</b>	<b>31,318</b>	<b>-</b>
<b>Landscape Services</b>				
Contracts-Mulch	77,347	6,446	77,348	(70,902)
Contracts-Annuaals	14,000	1,167	-	1,167
Contracts - Landscape	699,567	58,297	55,000	3,297
R&M-Irrigation	30,000	2,500	-	2,500
R&M-Trees and Trimming	40,000	3,333	-	3,333
Miscellaneous Services	50,000	4,167	-	4,167
<b>Total Landscape Services</b>	<b>910,914</b>	<b>75,910</b>	<b>132,348</b>	<b>(56,438)</b>
<b>Utilities</b>				
Electricity - General	43,550	3,629	2,133	1,496

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending October 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Electricity - Streetlights	139,470	11,623	9,834	1,789
Utility - Water & Sewer	211,860	17,655	16,124	1,531
<b>Total Utilities</b>	<b>394,880</b>	<b>32,907</b>	<b>28,091</b>	<b>4,816</b>
<b><u>Operation &amp; Maintenance</u></b>				
Utility - Refuse Removal	3,500	292	346	(54)
R&M-Ponds	20,000	1,667	-	1,667
R&M-Pools	35,000	2,917	95	2,822
R&M-Roads & Alleyways	2,000	167	-	167
R&M-Streetlights	10,000	833	-	833
R&M-Vehicles	15,000	1,250	-	1,250
R&M-Equipment Boats	10,000	833	-	833
R&M-Parks & Facilities	45,000	3,750	-	3,750
R&M-Garden Lot	2,000	167	-	167
Sidewalk Panel Replacements	20,000	1,667	-	1,667
R&M-Invasive Plant Maintenance	105,000	8,750	-	8,750
Security Enhancements	5,700	475	124	351
Op Supplies - Fuel, Oil	8,000	667	-	667
Cap Outlay - Vehicles	15,000	15,000	-	15,000
Reserve - Other	412,000	-	-	-
<b>Total Operation &amp; Maintenance</b>	<b>708,200</b>	<b>38,435</b>	<b>565</b>	<b>37,870</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement	14,177	-	-	-
Interest Expense	12,423	-	-	-
<b>Total Debt Service</b>	<b>26,600</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>2,739,575</b>	<b>217,114</b>	<b>227,352</b>	<b>(10,238)</b>
Excess (deficiency) of revenues Over (under) expenditures	(59,732)	(214,363)	(190,193)	24,170
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	(59,732)	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(59,732)</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ (59,732)	\$ (214,363)	\$ (190,193)	\$ 24,170
<b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>	<b>881,089</b>	<b>881,089</b>	<b>881,089</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 821,357</b>	<b>\$ 666,726</b>	<b>\$ 690,896</b>	

## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ -	\$ -	\$ -	\$ -
<b>TOTAL REVENUES</b>	-	-	-	-
<b>EXPENDITURES</b>				
<b>TOTAL EXPENDITURES</b>	-	-	-	-
Excess (deficiency) of revenues Over (under) expenditures	-	-	-	-
Net change in fund balance	\$ -	\$ -	\$ -	\$ -
<b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>	-	-	60,440	
<b>FUND BALANCE, ENDING</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 60,440</u>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending October 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ 60	\$ 5	\$ 5,596	\$ 5,591
Special Assmnts- Tax Collector	1,208,761	-	-	-
Special Assmnts- Discounts	(48,350)	-	-	-
<b>TOTAL REVENUES</b>	<b>1,160,471</b>	<b>5</b>	<b>5,596</b>	<b>5,591</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessment Collection Cost	24,175	-	-	-
<b>Total Administration</b>	<b>24,175</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Debt Service</b>				
Principal Debt Retirement	725,000	-	-	-
Interest Expense	421,013	-	-	-
<b>Total Debt Service</b>	<b>1,146,013</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>1,170,188</b>	<b>-</b>	<b>-</b>	<b>-</b>
Excess (deficiency) of revenues				
Over (under) expenditures	(9,717)	5	5,596	5,591
<b>OTHER FINANCING SOURCES (USES)</b>				
Contribution to (Use of) Fund Balance	(9,717)	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(9,717)</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ (9,717)	\$ 5	\$ 5,596	\$ 5,591
<b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>	<b>1,264,392</b>	<b>1,264,392</b>	<b>1,264,392</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,254,675</b>	<b>\$ 1,264,397</b>	<b>\$ 1,269,988</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending October 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 30	\$ 3	\$ 1,612	\$ 1,609
Special Assmnts- Tax Collector	593,460	-	-	-
Special Assmnts- Other	26,600	-	-	-
Special Assmnts- Prepayment	-	-	36,318	36,318
Special Assmnts- Discounts	(23,738)	-	-	-
<b>TOTAL REVENUES</b>	<b>596,352</b>	<b>3</b>	<b>37,930</b>	<b>37,927</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Assessment Collection Cost	11,869	-	-	-
<b>Total Administration</b>	<b>11,869</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement	295,000	-	-	-
Interest Expense	269,100	-	-	-
<b>Total Debt Service</b>	<b>564,100</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>575,969</b>	<b>-</b>	<b>-</b>	<b>-</b>
Excess (deficiency) of revenues				
Over (under) expenditures	20,383	3	37,930	37,927
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	20,383	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>20,383</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ 20,383	\$ 3	\$ 37,930	\$ 37,927
<b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>	<b>695,556</b>	<b>695,556</b>	<b>695,556</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 715,939</b>	<b>\$ 695,559</b>	<b>\$ 733,486</b>	

# **HARMONY**

Community Development District

## **Supporting Schedules**

**October 31, 2023**

**Non-Ad Valorem Special Assessments**  
**Osceola County Tax Collector - Monthly Collection Report**  
**For the Fiscal Year Ending September 30, 2024**

					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 2024</b>				\$ 4,502,795	\$ 2,758,501	\$ 1,204,385	\$ 539,909
Allocation %				100%	61.26%	26.75%	11.99%
				\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Collected in % 0.0%

<b>TOTAL OUTSTANDING</b>	\$ 4,502,795	\$ 2,758,501	\$ 1,204,385	\$ 539,909
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Note (1): Variance between budget and assessment levy is due to prepayments received during the budget process.

**Cash and Investment Report**  
*October 31, 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%	\$161,787
Money Market Account	BankUnited	Money Market Account	n/a	5.15%	\$714,764
<b>Subtotal</b>					<u>\$876,551</u>

**Debt Service 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 Gcts	n/a	3.80%	\$18,510
Series 2015 Prepayment Fund	US Bank	US Bank Gcts	n/a	3.80%	\$61,567
Series 2014 Reserve Fund	US Bank	US Bank Gcts	n/a	3.80%	\$607,313
Series 2015 Reserve Fund	US Bank	US Bank Gcts	n/a	3.80%	\$340,000
Series 2014 Revenue Fund	US Bank	US Bank Gcts	n/a	3.80%	\$658,129
Series 2015 Revenue Fund	US Bank	US Bank Gcts	n/a	3.80%	\$331,919
<b>Subtotal</b>					<u>\$2,017,438</u>
<b>Total</b>					<u><u>\$2,893,989</u></u>

# **Subsection 6C**

## **Check Register**

Harmony

Community Development District

General Fund

Invoice Approval Report # 282

16-Nov-23

=	<u>Payee</u>	Invoice	A= Approval	Period	Invoice	
		Number	R= Ratification		Amount	
	BENCHMARK	1317	R	45230	77,347.50	
	LANDSCAPING LLC	1358	R	45231	55,000.00	
		Vendor Total				\$ 132,347.50
	CHARTER	1997500100623	R	45205	123.98	
	COMMUNICATIONS - ACH	1997518102823	R		119.98	
		Vendor Total				\$ 243.96
	COMPLETE ACCESS	23-2802	R	45205	300.00	
	CONTROL	Vendor Total				\$ 300.00
	DEPARTMENT OF	88015	R	45201	175.00	
	ECONOMIC OPPORTUNITY	Vendor Total				\$ 175.00
	ELAN FINANCIAL SERVICES	092523-1777	ACH		3,948.48	
		Vendor Total				\$ 3,948.48
	FAR OUT SOULTIONS	11152023	R	45209	1,346.43	
		Vendor Total				\$ 1,346.43

FEDEX	8-280-84128	R	45209	21.49	
				Vendor Total	\$ 21.49
INFRAMARK, LLC	91825A	R	45199	780.00	
	101892	R		2,202.28	
				Vendor Total	\$ 2,982.28
KUTAK ROCK LLP	3294935	R	45233	2,741.00	
	3309757	A	45232	6,171.21	
				Vendor Total	\$ 8,912.21
ORLANDO UTILITIES COMMISSION	100323ACH	R	45211	11,966.94	
				Vendor Total	\$ 11,966.94
PEGASUS ENGINEERING, LLC	226895	R	45237	11,905.46	
				Vendor Total	\$ 11,905.46
SUN PUBLICATIONS DBA	2023-21079	R	45237	464.51	
	F7BA084D-0009	R	45230	59.62	
				Vendor Total	\$ 524.13
TOHO WATER AUTHORITY - ACH	091423-8389 ACI	R	45183	12,711.76	
				Vendor Total	\$ 12,711.76
WASTE CONNECTIONS OF FL.	1469130W460	R	45224	346.21	
				Vendor Total	\$ 346.21
				Total	\$ 187,731.85
				Total Invoices	\$ 187,731.85
				<b>Total Invoices</b>	<b>\$ 187,731.85</b>