

**HARMONY  
COMMUNITY DEVELOPMENT DISTRICT**

**MAY 31, 2018**

**AGENDA PACKAGE**

## Harmony Community Development District

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

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

May 21, 2018

Board of Supervisors  
 Harmony Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Harmony Community Development District will be held **Thursday, May 31, 2018 at 6:00 p.m.** at the Harmony Golf Preserve Clubhouse located at 7251 Five Oaks Drive, Harmony, Florida. Following is the advance agenda for the meeting:

1. **Roll Call**
2. **Audience Comments**
3. **Approval of: April 26, 2018 Meeting Minutes**
4. **Subcontractors' Reports**
  - A. **Servello**
    - i. Grounds Maintenance Status (*Work Chart*)
5. **Developer's Report**
  - A. **Discussion of Land Swap**
6. **Staff Reports**
  - A. **District Engineer**
  - B. **District Counsel**
    - i. Legal Memo: Options for Parking & Garden Facilities (*with Attachments*)
    - ii. Report and Recommendations of Legal Complaint
    - iii. Update on Contracts
      - a. Hardscape Contract
      - b. Sod Contract
      - c. Field Restoration Contract
    - iv. Legal Memo: S.N.A.P. Program and Premises Liability
  - C. **Field Manager**
    - i. Facilities Maintenance (*Parks, Pools, Docks, Boats, etc.*)
    - ii. Facility Use Records (*Inclusive - Boats & Other*)
    - iii. Resident Submittals (*Facebook & Direct*)
    - iv. Pond Maintenance (*Chart & Map*)
    - v. Basketball Court Resurfacing Proposals
 

a. Stewart Tennis Courts & Fencing, Inc.	– \$4,800.00
b. Cross Court Resurfacing, Inc.	– \$4,800.00
c. Sports Surfaces, LLC	– \$5,500.00
7. **District Manager's Report**
  - A. **Financial Statements for April 30, 2018**
  - B. **Approval of: #217 Invoices, Check Register, and Debit Purchases**
  - C. **Distribution of Fiscal Year 2019 Proposed Budget; and Consideration of Resolution 2018-03 Approving the Budget and Setting a Public Hearing**
  - D. **Discussion of District Manager Special Topics**
    - i. Report on Number of Registered Voters in Harmony – 1,501
    - ii. InfraMark Proposal for Payroll & Workers' Comp Services
    - iii. FEMA Storm Damage Recovery Effort Status Update

- iv. Feasibility Study of Office / Amenities Center
  - a. NAI Realvest – Professional Fee: \$14,250.00 (*Inclusive*)
  - b. Canin Associates – Professional Fee: \$ 9,600.00 (*plus Mtgs*)
- v. Meeting Action Items Follow-up
- E. **Facilities Usage Applications**
  - i. Harmony School – Use of Pool for Swim Lessons - August & September 2018
  - ii. Stacy Tiedeman – Use of Town Center for Wedding Ceremony - May 11, 2019
- 8. **Topical Subject Discussions**
  - A. **Consolidation & Reconciliation of Utilities Invoices** (*OUC & TOHO*)
  - B. **Consideration of Street Lights Buy-Down**
- 9. **Supervisors' Requests**
- 10. **Public Hearing: PoolWorks Contract**
- 11. **Adjournment**

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

Sincerely,

*Bob Koncar*

Bob Koncar  
District Manager

## **Third Order of Business**



## MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, April 26, 2018, at 6:00 p.m. at the Harmony Golf Preserve Clubhouse, located at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Steve Berube  
Ray Walls  
Kerul Kassel  
William Bokunic  
David Farnsworth

Chairman  
Vice Chairman (via phone)  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary

Also present were:

Bob Koncar  
Tim Qualls  
Steve Boyd  
Gerhard van der Snel  
Kristen Suit  
Alan Baldwin  
Scott Feliciano  
Jason Miguez  
James Whitaker  
Bobby Knowles  
Residents and Members of the Public

District Manager: InfraMark  
District Counsel: Young Qualls, P.A.  
District Engineer: Boyd Civil Engineering  
District Staff: Field Manager  
District Manager: InfraMark  
Accounting Manager: InfraMark  
Servello Landscaping  
Servello Landscaping  
Servello Landscaping  
Servello Landscaping

### FIRST ORDER OF BUSINESS

### Roll Call

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

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

*Supv Berube* introduced the staff.

### SECOND ORDER OF BUSINESS

### Audience Comments

*Supv Berube* stated: I have one speaking request from Hannah and Christina Leet.

*Ms. Hannah Leet* introduced herself and stated: I am a Daisy Girl Scout from Harmony Girl Scout Troop 1434. The Little Free Library has been completed by Tyler for his Eagle Scout project and my Girl Scout Troop is ready to donate a bench for Tyler's library on Schoolhouse Road with the money we earned from selling cookies. We have 500 cents for the bench which is the cost we were given at the earlier CDD meeting. At the meeting the CDD Board said they would cover the cost and installing of a concrete pad for the bench. Harmony Girl Scout Troop 1434 is very excited and happy to give back to our community by donating a bench for kids to use when reading. Thank you very much. [Applause]

*Supv Berube* stated: Well done. You have a lot of patches or badges on your vest and it would appear you are working very hard. You said 500 cents, but I think you mean \$500.

*Ms. Christina Leet* stated: Yes.

*Supv Berube* stated: That will make getting the bench a lot easier because for 500 cents it would be a dollhouse bench, I think. What did we pay for a bench?

*Mr. van der Snel* responded: \$579 plus the shipping, so it will be a little more.

*Supv Berube* stated: I believe the Board agreed we would take the donation and cover it.

*Ms. Christina Leet* stated: We are good with \$579.

*Supv Kassel* asked: Are you donating the bench to us or the funds?

*Ms. Christina Leet* responded: I am not sure of the difference.

*Supv Kassel* stated: Donating the funds means giving us a check and we buy the bench. Donating a bench means you buy the bench and donate it to the CDD.

*Supv Berube* stated: It is okay to say we are donating the funds to buy a bench.

*Supv Kassel* stated: Either way, we just want to be clear on what we are moving to approve.

*Ms. Christina Leet* stated: The only thing we were talking about was putting a plaque to say it was donated from Troop 1434.

*Supv Bokunic* stated: Of course.

*Supv Kassel* asked: Do you know if it is the Troop's intention to just donate the funds?

*Ms. Christina Leet* responded: Okay, whatever is the easier route.

On MOTION by Supv Kassel, seconded by Supv Bokunic, with all in favor, the cash donation from Girl Scout Troop 1434 of \$579, for the purchase of a bench with plaque stating 'donated by Troop 1434', was approved.

*Supv Berube* stated: Supervisor Kassel will get together with you to figure out the transfer of the funds and then Mr. van der Snel will get the bench ordered. We will get the CDD crew to do the pad and in less than six months you will see the bench go up.

*Ms. Christina Leet* stated: Awesome, thank you.

*Ms. Hannah Leet* stated: Thank you.

*Supv Berube* stated: Thank you, very well done. [Applause] Don't be nervous the next time you come here; it is usually not that bad.

*Ms. Christina Leet* stated: That was her first time talking in front of people.

*Supv Bokunic* stated: She did great. Good job.

*Mr. Scott Mitchell*, 7191 Oak Glen stated: I am here on behalf of the Committee for the garden. They would like to see if we can get something done about the road. They took pictures of the flooding and such the other night.

*Supv Berube* stated: It is on the agenda.

*Mr. Mitchell* stated: The other question was about getting the garden mowed. Now that the CDD has taken over the area can we get the area inside the fence mowed?

*Supv Berube* responded: It is on the agenda.

*An unidentified speaker* asked: Have you ever thought of putting yield signs at the roundabout instead of stop signs?

*Supv Kassel* responded: About ten years ago I circulated a petition to have stop signs removed and yield signs installed and had conversations with the County. What we have are roundabouts, not traffic circles. What we have requires a stop sign because in a traffic circle there is a triangular concrete median to prevent accidents and we do not have that. If you have that at every entry into the traffic circle you can have yield signs. Unfortunately, we have tried and have not been successful.

*Supv Berube* stated: It has been a problem since they were put in and I suspect it will be a problem that outlasts us.

### **THIRD ORDER OF BUSINESS**

#### **Approval of the Minutes**

#### **A. March 29, 2018 Meeting**

*Supv Kassel* stated: I had one item on agenda page 24, the seventh paragraph. It states Mr. Qualls stated it is recorded to the people who elected you. I think it is a 'responsibility' to the people who elected you.

*Mr. Qualls* stated: The spirit of what I was saying was it may be "important" to the people who elected you.

On MOTION by Supv Kassel, seconded by Supv Bokunic, with all in favor, the March 29, 2018 meeting minutes were approved, as amended.

### **FOURTH ORDER OF BUSINESS**

#### **Subcontractors Reports**

#### **A. Servello**

##### **i. Grounds Maintenance Status**

*Mr. Feliciano* stated: Our project manager is Bobby Knowles. He will be in charge of the Horticulture and Pest Control Division and is also in charge of our Installation Division.

*Supv Berube* asked: What does that mean to us?

*Mr. Feliciano* responded: Any future projects and any projects we are working on now Mr. Knowles will be involved with. I will always be involved, but he is going to be involved with any horticultural decisions. He has his CPO license and is certified in everything that involves turf and pest control and the same with installations. Any design work, Mr. Knowles and I will be working it together.

*Mr. Miguez* stated: I am going to briefly cover the chart of what was done. For February 26th through March 2nd we detailed both entrances. We did a heavy weed detail on both entrances, Ashley Park, Town Square, Five Oaks, Cat Brier and Schoolhouse Road. Each week we treat ants and spray Round-up. This week we installed Crotons on the roundabout on Schoolhouse Road and Five Oaks and we also cut 192 out of rotation. March 4th through March 9th was a mow week. We did some more detailing along Schoolhouse and Cat Brier, raking out these areas. We also treated ant mounds. March 12th through the 15th we did the annual beds.

*Supv Berube* stated: You are referring to March, this is April.

*Mr. Miguez* stated: Yes, the beginning of the week when the report started.

*Supv Berube* stated: Because of the timeframe it is half the month, I am sorry.

*Mr. Miguez* stated: We hand weeded all the annual beds, the entrances, did another leaf detail along Schoolhouse Road and Cat Brier, along with a trim detail on the Cat Brier Dog Park, Blazing Star Park and Indian Grass Park. March 19th through March 22nd we did more detailing. At both entrances you will notice that we try to do those every week, if not every other week. We did a leaf detail throughout Town Square, Ashley Park, Five Oaks, Cat Brier and Schoolhouse Road. March 26th through March 29th was a mow week and we cut all of the common grounds. April 9th through April 13th was the final leaf detail on Five Oaks and Schoolhouse Road. We trimmed the large Viburnums on H1 and H2.

*Supv Farnsworth* stated: That week you missed some of the mowing.

*Mr. Miguez* stated: On that week I believe there were some checkmarks that were missed on some of the columns.

*Mr. Feliciano* stated: On one of the weeks you and Mr. van der Snel met and everything did not get mowed. We did more detailing that week and that is why the report reflects that.

*Supv Farnsworth* stated: To keep your end game numbers at the end of the year that basically says you owe us a mowing sometime later in the year.

*Mr. Feliciano* stated: What happens is when there is mowing for that week and we exchange services for mowing, Mr. van der Snel and I talk and have confirmation emails recapping our conversation. Instead of mowing we will be doing detailing and we actually picked up extra leaf detailing because it was extremely heavy.

*Supv Farnsworth* stated: What I am hearing is you traded one thing for another.

*Mr. Feliciano* stated: Exactly.

*Supv Farnsworth* stated: There is not an easy way of reflecting that in the report.

*Mr. Feliciano* stated: What will happen also is during the winter months it will be caught up.

*Supv Berube* stated: I have noticed more people on the ground doing the details over the last couple of months and the way the grounds looks reflects that; there is an obvious attention to detail. There are a few times where they have cut some bushes a little heavy along Cat Brier.

*Mr. Feliciano* stated: I did get rather drastic with some of the bushes, mainly the Duranta and Firebushes that were along the golf course. They were extremely overgrown and you want a trimmed, tight, uniform look. It does not make any sense to have a 15' hedge.

*Supv Farnsworth* stated: He may be objecting; I am not. Good job.

*Supv Berube* stated: I am not saying it was bad; I am just acknowledging they got a pretty heavy haircut.

*Supv Farnsworth* stated: Once it grows back a little it needs to go lower.

*Mr. Feliciano* stated: If you look at the items which were trimmed back hard you will see the vast majority is growing back. There are a couple which were hit hard by the freeze and are not coming back as quickly as the rest.

*Mr. Miguez* stated: We will be more proactive in the future communicating ahead of time so you know what we are doing. I do see a lot of new growth; it was needed, but there was not enough communication as to what we were doing.

*Supv Berube* stated: It looked quite severe, but it came back.

*Mr. Feliciano* stated: There will be no more hard pruning, all the heavy cutback is done. It is maintenance now.

*Supv Berube* stated: While we are talking about pruning, when you look at tree pruning on the report at the bottom we have two numbers, seven foot clearance walkways and 15 foot roadways. I know what it says, but it is not happening in practice. You are raising the tree to a uniform height on both sides.

*Mr. Feliciano* stated: Typically, in roadways you do that height. For the seven to 15 foot, if Mr. Migue and his crew are going along and see one low hanging branch they are going to trim it up to specs. As our tree crew is coming through, and I anticipate that project taking two more weeks to be completed, they are going to raise everything much higher to make sure you are not going to have a huge leaf drop.

*Supv Berube* stated: That is a minimum spec, not necessarily what you are trimming.

*Mr. Feliciano* stated: It is not what we are doing. As I said, we are anticipating two more weeks with the tree project. In the coming week, Mr. van der Snel and I are planning to drive the community together to see if anything was missed and what trees need to be replaced.

*Supv Berube* stated: In November when we first started putting the tree trimming package together, we discussed a need to significantly clear the trees away from all the OUC lights. Some are, many are not.

*Mr. Feliciano* stated: You are correct, I see some that are not, and those will be tagged to be trimmed again.

*Supv Berube* stated: I would rather let the trees grow around, but OUC has been testy about it for two years now and we keep telling them we are going to do it. They want them clear and away, I understand why. At this point, what you are saying is you are not done, you have not inspected yet, so it gives us more time.

*Mr. Feliciano* stated: Absolutely. The mulching is started and we are anticipating a two week project, if not before. Again, once they are completed we will inspect to make sure all areas are mulched. The other item is the aeration and treatment of the Bermuda turf. Mr. Knowles can talk more about that.

*Supv Berube* stated: Before we get to that; where do your labor levels stand?

*Mr. Feliciano* responded: Mr. Migue needs to bring in one more employee. He is in the process of interviewing now. He has hired one, but needs one more so the community has six here.

*Supv Berube* stated: In early May you anticipate we will be back at six on the ground.

*Mr. Feliciano* stated: I am hoping earlier.

*Supv Berube* stated: We have a couple of berms on East Five Oaks and if you look ahead you will see the developer is putting in more berms to continue the continuity of the look. The berms do not look very nice; I think you would agree. We need to step it up on the berms. We took it on knowing the berm maintenance was going to be a pain in the neck, and it has proven to be. The developer is not going to change the way those berms look because it is the design standard, so we are going to be stuck with more of these. We have to figure out a way of keeping those looking pretty because what is going to happen is when the next neighborhood goes in, it is going to be a brand new area and the developer is going to be yelling that the berms looks terrible and they are trying to sale houses.

*Mr. Knowles* stated: I understand. On that note, we do not put our machines on those anymore. There is a walk behind machine which is a lot lighter than a conventional tractor. We are using it on the berms to stop the rutting and before anything gets nasty we are going to nip it in the bud.

*Mr. Feliciano* stated: Some of the berm areas are on the sod proposal that was put on hold. The heavy machinery needs to come off the berms, period; berms are made for walk behinds. Also, during the summer months you are still going to go through some drought stressed areas, irrigation only supplements the rain and what we will have to do is change the mow patterns on it so the tires do not go in the same pattern the next week.

*Supv Berube* stated: This is a common problem throughout the property. For the berms, I am glad to hear you are addressing it. It is hard miss, they are a mess. Those are fairly new down there and part of the reason they need sod is they have been beaten by the mowing action taking place and now we are replacing the sod already. Let us try your new plan and if it is not going to give us a good aesthetic look, let us think about doing something different and maybe we get the developer to fix when they put in their next berm if we change the turf or something, so it all matches. We have some time because they are not ready to sod yet, but obviously it needs attention.

*Mr. Knowles* stated: About two weeks ago we did a fertilizer treatment on the soccer field, as well as weed control. During that time we did notice the very heavy traffic damage. We understand it is a soccer field and they are going to be on it constantly. Unfortunately, what has happened is the heavy traffic with the fertilizer application; the application has not done much to it at this point. I did send an email and we are looking at after May 12<sup>th</sup> to try to shut the field down for a couple of weeks to get some good water on it and reapply some fertilizers at that point in time, as well, to see if we can push some new growth.

## **ii. Fee Addendum: Aeration & Top Dress**

*Mr. Knowles* stated: That brings us into the aeration package we put together along with the top dressing of the fields. It will help with it allowing the roots to breathe a little better and give some runners a chance to grow across the new sand along with filling some of the holes in so nobody is tripping in holes while they are playing soccer. This is the ultimate goal for that. As soon as we close it down, I will probably be out two or three times a week just to check it and see what we need to add to it to get it to recover.

*Supv Berube* stated: You mentioned May 12<sup>th</sup>; I presume that is the date soccer is done.

*Mr. van der Snel* stated: I checked with them and May 12<sup>th</sup> is the last day and last game.

*Supv Berube* stated: As it looks, the fee summary for the addendum you provided us starts in May. Mr. Qualls, did you get the fee summary addendum?

*Supv Kassel* responded: It starts in January 2019.

*Supv Berube* stated: It starts in May 2018 and wraps. There is a note at the bottom that says “*in the event of early termination for whatever reason the balance of any ancillary services (general services (mows), horticulture, annuals (bedding plants), mulch (bedding dressing, irrigation maintenance, leaf clean up) included and amortized annually in the contract amount will be paid in full based upon the contract’s termination date*”. Why do we have this language added to a proposal?

*Mr. Feliciano* responded: It is pretty much added to all our proposals. If we did all services, and we are not because we are doing it over a period of time, but if we did all services at one time, we want to make sure we are getting paid for the entire service of the contract. Obviously, it does not apply because we are going to be doing it every other month and it would not apply to that. I can have the verbiage changed if you would like to accommodate the Board.

*Supv Berube* stated: I am going to let Counsel say whether we should sign this. That looks like a different obligation.

*Supv Kassel* stated: It is a little worrisome to me. This is just an addendum to the contract; it is not the contract itself.

*Mr. Feliciano* stated: It is a standard we do put in our contracts. Again, we do not have issues with changing the verbiage if it makes everyone feel comfortable.

*Mr. Qualls* asked: Could we put this in our standard contract?

*Supv Berube* responded: Yes.

*Mr. Qualls* stated: I will get with you early next week and get you the contract.

*Supv Kassel* stated: First we have to approve it.

*Mr. Qualls* stated: I will give them the contract by Wednesday, latest.

*Supv Berube* stated: There is no prepayment involved in this one.

*Mr. Feliciano* stated: No.

*Supv Berube* stated: Counsel says he will have a contract for you to agree to in five days.

*Supv Kassel* stated: I have a question about expectations. We are looking at paying \$6,000 and I assume this is for the soccer field and Blazing Star Park.

*Mr. Feliciano* stated: Yes.

*Supv Kassel* stated: It is not on here and should go in the contract, too.

*Supv Bokunic* stated: It says sports fields.

*Mr. Qualls* stated: We will spell it out.

*Supv Kassel* asked: What kind of expectations for spending that money can we have?

*Mr. Knowles* responded: At the point the field is at right now we are anticipating three to six months before we really see any good turf development there. Over the next several weeks I am going to have to reevaluate what is left at that field that we can repair.

*Mr. Miguez* stated: Please understand there is a difference between turf development and the appearance of the turf. We can go in with high nitrogen and turn it green in two weeks. We want to turn it green, but we want a good steady growth with the turf itself. It is going to have some issues with the playing on the field, but it is not going to look like the condition it is in now. For good turf systems and root development, it is going to be a three to six month process, but we can change the appearance of it pretty quickly.

*Supv Berube* stated: Pretty green grass is a subjective term. I think what Supervisor Kassel is saying is they look pretty bad now and you are asking for \$6,000 over a period of the next 12 months, and you want to know what the result should be.

*Supv Kassel* stated: I want to know what we can expect along the way. They are saying three to six months until the root systems start development. In other words, in three to six months, in October the fields should be in much better shape, uniformly green, uniform root system redevelopment, and relatively uniformly grass rather than weeds.

*Mr. Knowles* stated: That is correct.

*Supv Berube* stated: Smooth green grass that looks like a field; pretty reasonable expectation.

*Mr. Knowles* responded: It is.

*Supv Kassel* stated: You said between three to six months so August to October.

*Mr. Knowles* stated: I say three to six months because I cannot judge what the weather is going to do. If we have a hurricane it is going to delay it.

*Supv Berube* stated: It should make it better.

*Mr. Knowles* stated: Too much rain, like the last time.

*Supv Berube* stated: The alternative to this is to replace all the grass for \$50,000. With this program going into effect, we have always been told in the wintertime we want to do an overseed with rye.

*Mr. Knowles* stated: It is not a bad option. Bermuda does go dormant in the wintertime if temperatures go low enough. That last couple of years it has. The rye will help keep it insulated while it is dormant. As far as the appearance, it will be better because you will have green grass with the rye.

*Supv Berube* stated: We were told that the last time around a cheap, ineffective, poor quality rye was applied to the fields and is why they ended up like they did. It did not germinate properly and did not go away when the warm weather came on. Is that a reasonable possibility?

*Mr. Knowles* responded: It is hard to say. I do not know what type of rye they used. There are definitely weaker brands that have a lot of supplemental seeds.

*Supv Berube* stated: You do not want to bag the other guy, I get it. It sounds like it was probably true. We have had it over-seeded before and never had the problem like we did the last time.

On MOTION by Supv Berube, seconded by Supv Farnsworth, with all in favor, the Servello contract addendum for the sports fields, subject to discussions and a proper contract acceptable to both parties being drafted by District Counsel, in an amount not to exceed \$5,775, was approved.

*Supv Berube* stated: If you do not have a contract in five days yell. While we are on the subject of contracts, I do not know who knew what happened with the sod proposal. Did it get circulated to the entire Board? Do you want to speak on the sod proposal or do you withdraw?

*Mr. Feliciano* responded: On the sod proposal I have met with 28 vendors throughout the southeast of the State and right now we are in a major sod drought. The ones that can produce whatever sod is available, especially St. Augustine turf, the prices have spiked. It started from Hurricane Irma and down to the freezes we have had; a lot of the sod farms have lost an average minimum of 31% of their fields. With the supply and demand with landscaping companies and construction, everyone is hurting right now for sod, and prices are increasing by 60% or more. We are working exclusively with *DudaSod* and they will have some information back to us at the beginning of next week to see if we can reserve 40,000 square feet of sod. If we get confirmation of that I will let the Board know. Right now it is not the contracts holding everything up, it is making sure we can get the sod to do the job.

*Supv Berube* stated: The contract did not get signed because they had to withdraw because of the price increase, so the sod proposal got pulled back until they work out the supply problem.

*Mr. Feliciano* stated: Some of the construction companies I worked with were running into the same issues and is why we started looking all over the place, even as far as North Carolina and right now they are not bringing sod into Florida. You can get Bermuda and Zoysia, but you cannot get St. Augustine sod.



*Supv Kassel* stated: For sod installation, typically it is stripped and the new sod is put down, but there is no treatment. For example, in front of my house between the sidewalk and the curb, the sod has been replaced at least three times in the last two to three years and it is doing very poorly. I asked do you test the soil, do you look for pest or disease, and it was, no we do not do anything, we just strip the sod and put it down. That is what has happened and I do not know if that is what you do or how you address the possibility of those types of things prior to putting down new sod.

*Mr. Feliciano* stated: Most of the time we evaluate why the sod has died. If it is chinch bug activity, we need to put insecticide on it before putting new sod down. If it is Bermuda grass you want to spray at least two application of Round-up to kill the Bermuda. Once the grass is stripped we typically go in with a fungicide. Most new turf dies from rain and irrigation, and it immediately gets a fungus. Most reputable sod farms will apply a fungicide before the sod is distributed; some do not. In some cases you could get a sod in that has a fungus on it. The key to it is what you do with the grounds, how you strip it, evaluate it and once the sod is down making sure you have the correct irrigation and applying a fungicide. With the soil conditions here, I do not anticipate you having a pH issue.

*Mr. Knowles* stated: I have not seen any sign of pH issues. To address some of the soil issues we did talk about putting soil in areas as needed. We are going to look at those areas after we rip up the turf to see where we are with the soil there, and, if needed, we will top-dress the soil before putting sod on top of it. We will be maintaining it afterwards. I will be inspecting the property and if it needs applications we will do that, most of the time it will be insect or fungicide applications. Typically, you do not fertilize new sod because it stresses it.

*Supv Berube* stated: In the past when there was sod to be replaced, the prior contractor measured it, had their guys cut it out and sent in a sub who just threw the new sod down. Davey wanted it as cheap as possible and I think that is why you received those answers. I think they are going to be more on top of making sure the end result is better even with subbing out the sod.

*Mr. Feliciano* stated: I think we are going to keep it in-house. Sometimes when you do that you do run into trouble. I work with other companies who throughout the years, have done very good jobs for us, but I think this time we are going to keep it in-house. We can pull some soil samples at Schoolhouse Road, the sports field and the dog park.

*Supv Kassel* asked: Is the fungicide you will be applying included in the contract price?

*Mr. Feliciano* responded: Yes. There is no additional expense for that.

*Supv Kassel* stated: This does not have to do with sod, but on the south side of the dog park there is a bunch of Viburnum that has died and a bunch that is doing very poorly. The stuff that died has been removed and there is a gap there. The rest of it looks pretty poor. Mr. van der Snel, maybe you can take a look with Servello.

*Mr. van der Snel* asked: Does it have the vines again?

*Supv Kassel* responded: No, there is disease, fungus or something going on there.

*Mr. Feliciano* stated: That is the south side of the dog park.

*Supv Kassel* stated: That is the small dog park. You need to evaluate everything around. Also, on the north side of the large dog park, whatever was there was cut back hard after being let grow for several years and some of the shrubs did not make it.

*Mr. Migués* stated: It is the Wax Myrtles; personally I would like to see them come out.

*Supv Kassel* stated: It would be good to have some type of shrub barrier there.

*Mr. Feliciano* stated: You have to be very careful cutting back Wax Myrtles, they are sucker shrubs and there should be no hard cut back. You should remove the dead and leave any sucker that you see as that is where the new growth comes from.

*Supv Kassel* stated: There were all kinds of stuff growing up through that was not Wax Myrtles. It was ignored for a number of years and was probably eight feet high and cut back to about three feet high. Much of it did not do well.

*Supv Berube* stated: What you are asking for is a careful look at the perimeter of the fence at the dog park and making it look pretty again.

*Supv Kassel* stated: Both dog parks, to see what the possibilities are.

*Mr. Knowles* stated: We will take care of it on Monday.

*Mr. Whitaker* stated: You had asked for a proposal for the front of The Estates and it was submitted on March 23, 2018.

*Supv Bokunic* asked: Who was it submitted to?

*Mr. Whitaker* responded: It was submitted to Mr. van der Snel; it was proposal 637, along with another proposal for Town Square. It does not look like it has made it here.

*Supv Berube* stated: Send them again, if you would.

*Supv Kassel* asked: What was in the proposal?

*Mr. Whitaker* responded: It was what we had discussed for the entrance of The Estates, replacing the dead plant material.

*Supv Kassel* stated: We were talking about not doing annuals, but some type of shrubs.

*Mr. Whitaker* stated: That was what was in the original proposal before it was revised and the same with Town Square. It is the same material that is throughout the property and doing well here already.

*Supv Kassel* stated: That is deer resistant.

*Mr. Whitaker* stated: It is stuff that does well here; I am not doing anything out of the ordinary.

*Supv Berube* stated: Send it again, and we will take a look at it next month.

## **FIFTH ORDER OF BUSINESS**

## **Developer's Report**

### **A. Discussion of Land Swap**

*Supv Berube* stated: There is not much to report here other than some items we need to handle. Last month we accepted the dedication of all the area behind the office which includes the commercial vehicle parking lot, the garden area, the Servello Landscaping plat, the area including the road serving those areas and the path that goes out to East Five Oaks. The condition of the shell and stone road has degraded significantly over a period of time. The pictures were taken after the rain last Monday night. The road is a mess and while it is technically not ours, it is because the gas line easement is under it and why the road is there. It is ours at this point because it does not belong to anybody else.

*Supv Kassel* stated: We do not have the engineer here.

*Supv Berube* stated: I spoke with him and we are okay to fix it. The suggestion is to fill the holes, compact and grade it. I am suggesting we have Mr. van der Snel contact *Florida Site and Seed*.

*Supv Kassel* stated: We drive that road several times a day and there have been numerous times that it has been refilled, graded and compacted. After the first or second rain the ruts start because it is not done in a way that the water drains off and it is lime rock. Puddles form and as soon a truck drives over it or anybody going to the garden or vehicles going to/from the storage compound, they start making a corduroy of the road. I do not know if there is any solution.

*Supv Berube* asked: Do you want to pave it?

*Supv Kassel* responded: You cannot; it is the pipeline.

*Supv Berube* stated: We can have the engineer ask if we can pave it. It is not a permanent improvement.

*Supv Farnsworth* asked: By pave, you are talking about blacktop.

*Supv Berube* responded: Asphalt. We have a good relationship with *Hall Company* that did the alleys in Ashley Park.

*Supv Farnsworth* stated: It would be better than continuing to let it rut.

*Supv Kassel* stated: I have seen the road re-graded, refilled and compacted half a dozen times, and within two or three months it starts again.

*Supv Berube* stated: The reason it gets done that way is because it is cheap.

*Supv Kassel* stated: If the pipeline allows us to do some type of paving over it, depending on the cost, it would be more permanent.

*An unidentified speaker* asked: Is it ultimately supposed to be a road going to Harmony Central?

*Supv Kassel* responded: No. It is the pipeline and you are allowed to cross the pipeline, but you are not allowed to pave along the pipeline.

*Supv Berube* stated: It will be a two-pronged approach. I will get in contact with Mr. Boyd to have him contact the pipeline people. You are not interested in putting shell stone down.

*Supv Kassel* stated: It is not that I am not interested; it is that it is not a solution that has any more longevity than three months. We are going to spend the money every three months. One thing is maybe there is the opportunity to move it east a number of feet so it is off the pipeline and it might not be a problem if we were going to pave it.

*Supv Berube* stated: The problem with the pipeline is they have an easement of 30 feet from the center of the pipeline in both directions so you would have to move a significant distance and I do not think we have that much space.

*Supv Kassel* stated: It is an easement, but maybe they would be more amenable, if we are thinking of paving, if we moved it directly off the pipeline road and did it next to it.

*Supv Farnsworth* stated: It is something for the engineer.

*Supv Berube* stated: I will get with Mr. Boyd on getting the permissions and if you would ask *Florida Site and Seed*.

*Mr. van der Snel* asked: If you want it graded it would be *Florida Site and Seed* or do you want to pave it?

*Supv Berube* responded: Get both. Get a number to fill and grade it with the shell stone, and see if *Hall Company*, or whatever your choice is, can pave it. Once we know those numbers, then we will make a decision about moving it over based on Mr. Boyd's response from *Florida Gas Transmission*.

*Supv Kassel* stated: Include that option to Mr. Boyd.

*An unidentified speaker* asked: Is *Junior Davis* going to be utilizing it for construction?

*Supv Berube* responded: Probably not. Typically, when we give them the ability to go on any of our areas and they damage it, we make them fix it.

*Supv Kassel* stated: Mr. Fusilier owns the land, which is Parcel M to the west of the roadway, so it is possible there will be construction vehicles coming down there to work on that parcel.

*Mr. van der Snel* stated: There is a big pile of dirt.

*Supv Kassel* stated: It is their ingress/egress.

*Supv Berube* stated: There will be before and after pictures; it is the only thing you can do. We have to give them the ability, but you can force them to fix it. Generally, the contractors are good as long as you know who the responsible party is.

*Supv Walls* stated: Keep in mind when you are talking about paving that depending on how sophisticated you get, any type of permitting is going to require some drainage improvements and other stuff; it will probably end up being very expensive.

*Supv Berube* stated: If we are going to go the paving route, we will have Mr. Boyd take care of the permitting.

*Supv Kassel* stated: Ask Mr. Boyd what other options there are besides doing this every three months or paving.

[*Topic discussion complete.*]

[*First supplemental Topic.*]

*Supv Berube* stated: We now own a commercial vehicle parking area which is managed by the HROA and generates money every year. There are lease agreements with the HROA which have been in existence for three years. I think the Board now needs an agreement with the HROA regarding the land, being that we are now the owners.

*Mr. Qualls* asked: Did the HROA have the agreement with the developer?

*Supv Berube* responded: Yes.

*Mr. Qualls* stated: The HROA was managing the facility for the developer.

*Supv Berube* stated: Right. It is an enclosed secure facility.

*Mr. Qualls* stated: People put their RVs there.

*Supv Berube* stated: They put their RVs there and pay a monthly fee. It generates a few thousand dollars a year after all the costs are figured.

*Mr. Qualls* asked: Do you desire to continue working with the HROA to manage, or could you manage it directly?

*Supv Berube* responded: It works pretty well with the HROA doing it. There is a lot that I do not see anyone on this Board nor the Property Manager at this point wanting to get involved in. I think this Board needs to quantify our ownership of it and have an agreement with the HROA, if the Board so desires, to continue the HROA management of the facility.

*Supv Bokunic* asked: Why can Mr. van der Snel not do it?

*Supv Farnsworth* responded: It is not something he has historically done nor is set up to do.

*Supv Berube* stated: It is a significant amount of work.

*Mr. van der Snel* stated: It involves money handling.

*Supv Berube* stated: Leases evolve every month, they turn over, you have to get new leases signed, collect the money. The HROA is managing it at the moment. I am not saying we do not do it in the future, I am just saying we now own it and is something we need to address.

*Supv Kassel* asked: Who is paying for fencing repair and locks, regarding the lot?

*Supv Berube* responded: It comes out of the fees paid.

*Supv Kassel* stated: It is something, if we have a contract with the HROA; it needs to be clear that the maintenance of the facility comes out of the revenue produced.

*Mr. Qualls* asked: Is there a good point of contact where I can reach the HROA?

*Supv Berube* responded: I am the HROA President.

*Mr. Qualls* stated: If we can get the existing agreement it may have an assignment clause and logically it has been assigned to you. There is nothing that really needs to be done except to update it. Secondly, and what I would prefer, but it is your decision, is to draft a new agreement.

*Supv Berube* stated: We need an agreement favorable to us since we are now the landlords. We have the same situation with the garden. The garden is a money-generating and money-spending entity that is again managed by the HROA property management company. It does not lose money and does put a few dollars in the coffers; it is not a huge amount of money, it is small, but the point is we need the same type of agreement regarding the garden and having the HROA management company continue to manage that.

*Supv Farnsworth* stated: At least for now.

*Supv Berube* stated: The third one is the landscapers are in a compound that is now ours. I think you drafted the agreement between Sun Terra and Servello regarding the compound. The agreement needs to be updated to reflect the CDD as the owner.

*Mr. Qualls* stated: That is where we would agree to allow Servello to store equipment there and hold you harmless.

*Supv Berube* stated: Spelling out what we expect - cleanliness of the compound and all that. If it is not written they will take an inch and turn it into a mile. Those are the three things, and we just touched on the other piece which is the road and we need to have guidance at this point. Once we detail those agreements we will take whatever steps are next, but we have to get this on paper and know where we are going. We will touch base and I will put you in contact with Mark, the HROA Manager.

*Mr. van der Snel* asked: Can we ask *Servello* to mow inside the fence area as a return for the use of the compound?

*Supv Kassel* asked: Does it look bad?

*Mr. van der Snel* responded: It was a request that it needs to be mowed and kept up.

*Supv Kassel* stated: You are talking about around the garden area.

*Supv Berube* stated: What has been going on there is every so often the HROA contracts *David Dalton* to mow it every two or three months. We could continue to let it go, or if you think we are owed one by *Servello*, we could ask them to do it.

*Mr. van der Snel* stated: I think it is a small price for the compound they use.

*Supv Berube* stated: They have been using the compound for zip already. Touch base with them to see what they say.

*Supv Walls* stated: My preference on that would be to allow the HROA to continue the arrangement. The whole area is paid for by the fees from those who use the garden and RV lot, and it should be maintained by those fees as well.

*Mr. Qualls* asked: Scratch the last part?

*Supv Berube* responded: Yes. The balance of the land swap that has been ongoing month after month; the developer is not here tonight because he is still going through the County process regarding the BL-1 / VC-1 items to make sure it is going to fly or if it is not going to fly. I specifically asked are we okay with our easement to the lake and the lake access agreement, and the answer is yes, all of it is good. The repairs to the boathouse and that stuff are still up in the air, but the lake access in perpetuity is not going away. Counsel has had conversations with Mr. Shoopman over the past several months. Would you agree that is his verbiage?

*Mr. Qualls* responded: He has said that on the record numerous times; he makes that clear. Whatever happens with the land swap has no bearing on the fact that the District will have access to the easement it needs to those facilities.

*Supv Kassel* stated: Access and usage of.

*Mr. Qualls* stated: Right, and perpetual.

*Supv Berube* stated: He did not have anything to say tonight regarding that because it is tied up in the County.

## **SIXTH ORDER OF BUSINESS**

## **Staff Reports**

### **A. Engineer**

*Supv Berube* stated: We had a couple of conversations regarding things from last month such as the sidewalks and nothing has changed from last month.

### **B. Attorney**

#### **i. Employee Handbook Salary Range Update**

*Mr. Qualls* stated: I have several items to report on. The only thing on the salary range is, we suggest at least considering recalculating that on an hourly rate. I think you calculated it on a salary basis.

*Mr. Koncar* stated: On an annual basis.

*Supv Farnsworth* stated: When I read the word “salary”, that is already a problem; Mr. van der Snel is the only one salaried and the others are hourly. It is a pay range and I was not thinking of setting it up showing an hourly rate, but that is probably a better idea.

*Supv Berube* stated: We are above the range on all of them now.

*Supv Farnsworth* stated: Nobody was objecting to that, it was the presentation format.

*Supv Berube* stated: I understand. When you break it down hourly, my recollection in looking at the payroll records is, everybody is above the midpoint. We are not out of range with any of the payroll.

*Mr. Koncar* stated: For the administration of these we will convert them back to hours except for your project manager. Normally, on the administration of these, if the Board were to grant a cost of living raise to all employees, then you would update your chart. If you approved 3%, all of the ranges would increase by 3%.

*Supv Kassel* asked: Why would the range be increased?

*Mr. Koncar* responded: It is the actual salaries.

*Supv Kassel* stated: You are updating it according to the cost of living, not the actual salary.

*Mr. Koncar* stated: Otherwise your employees would outrun the range.

*Supv Walls* stated: The other option is to leave it as is and give a lump sum on the top. If anybody hits the top, the hourly rate does not go up and the lump sum would be essentially a bonus.

*Supv Berube* stated: We are about in the midpoint on the five ranges now.

*Supv Walls* stated: I looked at it and I think it is fine.

*Supv Berube* asked: Do we want to adopt the personnel salary ranges?

*Supv Farnsworth* responded: Not only adopt; where are you going to publish it? Are you putting it back into the Employee Manual or keep it as a separate item?

*Supv Berube* responded: Employee Manual; as an addendum.

*Mr. Koncar* stated: That was the original discussion.

On MOTION by Supv Kassel, seconded by Supv Farnsworth, with all in favor, the pay range, as discussed, was approved as an addendum to the Employee Manual.

*Supv Farnsworth* stated: That is with it being changed back to hourly.

*Mr. Koncar* stated: Correct.

*Supv Berube* asked: Does it really matter?

*Supv Farnsworth* responded: Yes. Saying salary is deceptive. Only one is salaried.

*Supv Berube* stated: Maybe it should say wage ranges.

*Mr. Koncar* stated: We can change it to wage ranges.

*Supv Bokunic* stated: I agree with Supervisor Farnsworth, if it is hourly, it needs to be hourly.

[Topic discussion complete.]

*[First supplemental Topic.]*

*Mr. Qualls* stated: The next subject I have to report on is the Davey contract. We had letters crisscrossing in the mail. Last month you directed Supervisor Walls to work with us and he did an awesome job. We sent a letter to Davey outlining the setoffs, we prepared a draft complaint that we would file, with the theory being breach of contract, and basically said if the funds are not paid the Board has authorized us to explore any and all legal options. Also included was a punch list that had been prepared by Mr. van der Snel, we touched it up a bit for minor things, but we did not change any of the amounts. Meanwhile, Davey has now hired Counsel, in Florida, from the Fort Lauderdale area, who sent a letter basically saying the District still owes Davey and if the amount is not paid by May 1st including interest and attorney fees, Davey will explore any and all legal avenues, as well. I am not sure, but it almost looks as if this attorney took a form letter that would be used on a mortgage note. It talks about acceleration and other things like that. He even mentions a 10% interest rate, the fine print I believe talks about a 1.5% interest rate that would accrue to any past due payments, but, of course, your direction to us is there has been no past due payment because the work was not completed to the satisfaction of the District and you are entitled, under the contract, to setoffs. At this point it appears we are heading down the path towards litigation, however, I am hopeful we can still get to the table, being that both parties have threatened litigation and work out some sort of resolution. Right now you are far apart. We say they owe us just under \$100,000 and they claim the District owes them the same amount. What I would like to do is continue to have your permission to work with a liaison of your choice, but we need to get together Monday or Tuesday of next week with Mr. van der Snel to start getting our evidence together, we need to continue treating this as if we are heading towards litigation. We need to start thinking about the photos that were taken, and the proof of the setoffs. Also, I know Mr. van der Snel did a walkthrough with Servello, and Servello documented some of these items as well. We just need to continue to move forward in that regard and need to have the flexibility to do so. If it is okay with the Board it would be the avenue we would recommend continuing down.

*Supv Bokunic* asked: Supervisor Walls are you good with being the liaison?

*Supv Walls* responded: Certainly. At what point do we start taking these conversations into Executive Session?

*Mr. Qualls* responded: That is a Sunshine issue. What the Sunshine Law says is if you are in the process of active litigation you can have these types of discussions outside of the Sunshine for a period of time. It is to preserve and protect your legal strategy moving forward. We will provide more advice; we did look into it last month as I thought perhaps we could already go off the record. You have to keep the minutes, you just do not publish them along the same timeframe, but that covers active litigation and we are not there quite yet. It is a very real possibility in the future and we will advise everybody.

*Supv Berube* stated: The problem is publishing our discussions and strategies. I do not know that anything we have said so far is secret, but we are getting pretty close.

*Mr. Qualls* stated: I agree. Again, what Florida law says is ‘active litigation’; we are not there yet, but we are close.

*Supv Berube* stated: It is two lawyers sending letters back and forth.

*Mr. Qualls* stated: Unfortunately, that is an all too common occurrence. I think what we have shared so far is a reflection of the letters we have sent which are all a matter of public record. We will keep moving forward, and again, what we think this is going to come down to, they are probably going to make an argument that they did not have control of the irrigation.



*Supv Berube* stated: You remember sitting in meetings where we asked them if they wanted control and they said no. I bet we can pull minutes on that. For those in the audience with questions on your faces, we had a landscape contractor here, prior to August, 2017, Davey Tree Company. They were good for a number of years; in fact we did contract extensions and everything. It was all looking good and apparently someone in Ohio thought things could get better and changed their local management and immediately the quality of service went down. They wanted to save costs and it went down. There was a new manager onsite every two months and it went downhill to the point the sod fields you heard us talking about earlier tonight, the Neighborhood G field and the soccer pitch, the sod got ruined throughout winter and was going to cost \$50,000 to replace and \$25,000 of other sod throughout the property. It was all on Davey and various other things. At some point we really squeezed them and said you have to step up and they said, “*we quit*,” and walked away. The contract we have says you can do offsets. The end result was they said we owed them \$96,000, but we came up with they owe us \$46,000 above and beyond the \$96,000, about \$142,000 in services not performed, damaged turf, damaged sod, damaged bushes and things not done. We say you owe us \$146,000 and they say no, we want \$96,000 from you. Here we are and that is the conversation. I find it interesting that the letter came not from a litigation attorney but, rather a collection attorney. Anyway, that is where we are at and the thing we are conscious of is not letting the attorney fees exceed any recapture we might have.

*Supv Bokunic* asked: Can we stop talking about this?

*Supv Berube* responded: Yes. Residents have a right to know where their money is being spent, and that was the basis of the conversation.

[*Topic discussion complete.*]

[*Second supplemental Topic.*]

*Mr. Qualls* stated: For PoolWorks, as directed by the Board, we did notify them that the work was not completed and because the tile work was such a mess that the last payment due would be withheld in order to cover the cost to repair it. Since that time, we have been working with a gentleman, Manuel, who did provide us a written statement indicating, remembering what the contract says that the work has to be completed to the satisfaction of the District. Manuel went so far as to say in his expert opinion the tile work was not completed to industry standard. There is “industry standard” and “completed to your satisfaction”. One is subjective and one is more objective. Either way, we have advised you are on solid legal ground and have the right to withhold not only 100% of what it would cost to fix it, but you have the ability, under the law, to withhold 150%. We notified PoolWorks of this and notified them that under the Harmony rules they have the right to petition you for a hearing. They are given under the rules 14 days to do that. On day 12 or 13, the President of the company, Ms. Griffiths, emailed and indicated she would like to exercise the right to have a hearing. The rules govern how these hearings work and our recommendation would be to hold this hearing at your May 31st Board meeting so that it is convenient. We have notified Ms. Griffiths that it would be our recommendation to the Board. If you agree, we will send a formal letter advising them of their right to come to a hearing. What the rules basically say is the Chair will appoint someone to conduct the hearing; you would allow PoolWorks to put on any evidence and based on that the Board will render a judgment. I believe there is a 30 or 60 day timeframe for doing so. If there is no objection we will send the formal notice, they can come and be heard pursuant to your Rules of Procedure and we will take it from there.

*Supv Farnsworth* asked: Is this to be part of the regular meeting or is it a separate hearing?

*Mr. Qualls* responded: The rules do not say. You could just technically have the hearing at another time, but it does not make sense. So everyone is on notice, put it on the agenda or maybe on the agenda show the regular meeting.

*Mr. Koncar* stated: I would suggest you start your regular meeting and toward the end of the meeting show a break in the meeting, and in the break you would do the hearing and then conclude the meeting.

*Supv Farnsworth* stated: Regardless of whether you imbed it in there, it is a separate issue.

*Mr. Koncar* stated: It is.

*Supv Farnsworth* stated: I was trying to see how it was going to be handled.

*Supv Berube* stated: It will go on the agenda for the end of the agenda for the May 31st meeting pending approval of the Board tonight.

*Mr. Koncar* stated: You will want to do the hearing before the meeting is adjourned so if the Board wanted to take action then they could.

*Mr. Qualls* stated: You are covering all your bases with regard to publically noticing this will be a part of the meeting.

*[The consensus of the Board is to move forward with scheduling for the May 31<sup>st</sup> meeting.]*

*[Topic discussion complete.]*

*[Third supplemental Topic.]*

*Mr. Qualls* stated: Last month we reported we had sent a letter to the homeowner concerning the pool encroachment. We have done some more due diligence and Ms. Scarpone studied the plats and her determination is the encroachment is not on CDD property, not a CDD easement. We followed up with the District Engineer and he concurred. At this point it looks like the homeowner was mistaken when he came to you to say I have encroached upon your property. It does not look like that is the case. There may be an encroachment but it does not impact the CDD.

*Supv Berube* asked: If it is not ours, whose is it?

*Mr. Qualls* responded: I do not know the answer to that. Your engineer may have indicated that.

*Supv Berube* stated: The bottom line is that it is not ours.

*Mr. Qualls* stated: Our recommendation would be to send a follow-up letter to say upon further review okay. This item is always on the agenda under our report, the salary range for the employees.

*Supv Berube* stated: To backup for a minute. The homeowner brought this to us and said we want to fix it. Our agreement to him was we will figure out how to fix it, but you have to pay all the costs. We have invested some legal and engineering time in this. What is the protocol? Do you have an idea of how much we have spent?

*Mr. Qualls* responded: We have not spent much time on it; two or three hours.

*Supv Kassel* stated: Maybe we split it with him.

*Supv Berube* stated: Before you send the letter ask Mr. Boyd how much time he has in it. If we have \$1,000 maybe splitting it with him, say you are off the hook, but we spent some time verifying this. We understand a mistake was made, we appreciate your honesty, but it is not fair to ask all homeowners to share in this liability.

*Mr. Qualls* stated: For the record, what your engineer said is, *“based on this survey there is no encroachment on the CDD property. It does slightly encroach into a standard six foot general purpose easement on the lot, but that is granted for general purposes to allow cable, electric and phone providers to*

*install utilities. It is really not needed as a drainage easement in this case. From my perspective, as the District Engineer, the CDD has no concerns or issues with this condition.”* I am sure the landowner will be happy to hear that.

*Supv Berube* stated: He will not be happy to write a check, but he might be because this could have gotten expensive.

*[Topic discussion complete.]*

*[Fourth supplemental Topic.]*

*Mr. Qualls* stated: There was discussion last month about the collection of non-ad valorem assessments. This may fall under the District Manager’s report, but my understanding is the assessments are being paid. In the minutes of the last meeting we had said we would look at what to do about the fact that the resolution says assessments on unplatted lands would be collected by the District and not by the Tax Collector. We do not believe a resolution is required to address that, but to round out the record, perhaps the Board would consider making a motion to ratify the collection method through the Tax Collector. One other point, when the closing letters [estoppel letters] were sent at the time of the closing, the estoppel letters made clear the assessments would be collected by the Tax Collector. I do not think the landowners would argue that they were not aware that would take place because it would be in those letters. If the Board wanted to consider a simple motion to ratify the collection of the assessments by the Tax Collector through the Uniform Methodology, we believe that would round out the record.

*Supv Farnsworth* asked: What was the discussion we had last month about this?

*Supv Berube* responded: The CDD used to collect directly on the unplatted lands from the developer.

*Supv Farnsworth* asked: Is there any chance of continuing that? I think we were missing an agreement with them.

*Supv Berube* responded: There was no formal payment agreement for the collection. One could argue Starwood had a payment agreement and it moved forward to Sun Terra and when Sun Terra sold lands to Mr. Fusilier, the payment agreement moved with the title of the land. Rather than get into that, Mr. Moyer said we are not going to have a payment agreement, it is last minute, and he told InfraMark to put it all on the tax rolls.

*Supv Farnsworth* stated: So, setting up, or resetting, an agreement with the developer is not practical; or may not even be possible.

*Supv Berube* stated: It is too late now; it is already on the rolls. It cost us a few bucks more to do it that way because of the discounts and Tax Collector fees, but we are sure of getting it.

*Supv Kassel* stated: The issue was, we had no idea, and all of a sudden it went from a set of documents that talk about District collected and Tax Collector-collected CDD assessments to it was all Tax Collector-collected. Where did all of the District collected go; we did not know. We were upset that it was changed without us being notified, or asked, or being able to make a decision. Mr. Koncar researched it and said Mr. Moyer had suggested it as a better way. This still did not address the issue of the fact that we had not been notified, but it is a done deal.

*Supv Farnsworth* stated: I concur; I just wanted to clarify some things before we did it.

On MOTION by Supv Kassel, seconded by Supv Farnsworth, with all in favor, ratification of the move of the collection on unplatted lands from CDD-Collected to Tax Collector-collected, through the Uniform Method of Collection, was approved.

*[The record will reflect Mr. Bokunic was absent for the vote.]*

*Supv Farnsworth* asked: Do you want to come back to this?

*Supv Berube* responded: Most of it has been paid.

*[Topic discussion complete.]*

*[Fifth supplemental Topic.]*

*Mr. Koncar* stated: At the last meeting we discussed the fact that we were going to have to, and we will do it in the Manager's Report. We would like a motion from the Board to approve borrowing \$109,000 from the General Fund to make the principal and interest payment on the Debt Service on May 1<sup>st</sup>. In our correspondence with you, we let you know that because a large amount of the assessments had not been paid, there was not enough money to make your May 1<sup>st</sup> debt service payment. We contacted, Supervisor Berube spoke with them and called them, and your developer did pay a large portion of that. The money will come to the District; it is just that we will not get it by May 1<sup>st</sup> because it is being sent to the Tax Collector. We would like a motion from the Board to approve borrowing \$109,000 from the General Fund to be repaid as soon as the assessment fees come in.

On MOTION by Supv Farnsworth, seconded by Supv Kassel, with all in favor, borrowing \$109,000 from the General Fund, to be repaid upon receipt of assessment collections, was approved.

*Supv Kassel* asked: The Tax Collector is collecting those?

*Mr. Koncar* responded: Yes.

*Supv Berube* stated: Two remain unpaid.

## **C. Field Manager**

### **i. Facilities Maintenance**

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

*[There being none, the next item followed.]*

### **ii. Facilities Usage Records**

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

### **iii. Resident Submittals**

*[There being no discussion, the next item followed.]*

#### **iv. Pond Maintenance**

*Supv Farnsworth* stated: You have some ponds labeled as severity level L3 with no treatment while others with less severe levels L2 or L1 were treated.

*Mr. van der Snel* stated: On the day he makes the reports he finds the ponds are significantly in need of treatment. It is all about the timing and if he has not treated it yet, he cannot include it in the report.

*Supv Farnsworth* stated: In that situation, if you have not treated it, you have a plan to treat it, but there was no comment there.

*Mr. van der Snel* stated: I think he tries to fill it out when he actually treats it.

*Supv Farnsworth* stated: Rather than saying what his plans are.

*Supv Berube* stated: If you notice, those three ponds are on the golf course. The L3 are weeds, algae and such which are aesthetical treatments not what is required by our deed for maintaining these ponds. The golf course ponds are getting less level of treatment for aesthetic reasons.

*Supv Farnsworth* stated: When you get up into the algae, etcetera, it is hard to pull out the Hydrilla. There is no category at the top for Hydrilla so it ends up in the algae column and it is hard to distinguish just looking at it.

*Supv Kassel* stated: The Hydrilla is part of the additional notes at the bottom.

*Supv Farnsworth* stated: I see that; I was looking for better insight.

*Supv Berube* stated: Our plan with the golf course ponds has been to treat them in accordance with our maintenance requirements from the drainage permit and our deed requirements, which is to make sure they can take in water and put out water. How they look is not our problem because they are not paying us for how they look. It used to be quid pro quo; we got the meeting room and took care of the golf course ponds to keep them nice. The meeting room is suddenly no longer free, but we will maintain the drainage on the course. Our residential ponds we keep nice.

*Supv Farnsworth* stated: I understand.

#### **v. Bass Boat Procurement Quotes**

##### **a. 2018 Lowe 1860 Quotation - \$11,743.91**

*Mr. van der Snel* stated: I had a beautiful Roughneck 1860 Deluxe Tiller set up and sent into the package and the dealer called me last Monday to say "*I cannot get it delivered because the factory will not deliver it to me*".

*Supv Farnsworth* asked: Is that the one that got cancelled?

*Mr. van der Snel* responded: Yes. So this bad thing actually became a good thing. I was browsing around and went to *Boats.net* and they worked with me to set up a bare boat making it the way we wanted for less money.

*Supv Berube* stated: These are our friends at *Central Florida Yamaha* in Lake Placid; we have done business with them before.

*Mr. van der Snel* stated: We bought the SunTracker from them. It is a Tracker and pretty much the same as the Roughneck, but this is a Jon boat. It is not going to be like this, it will have seats and will be rigged up.

*Supv Berube* stated: The end result is this is \$3,500 less than the first quote.

*Mr. van der Snel* stated: This is pretty much the best I can do to get it functional.

*Supv Berube* asked: Did Supervisor Walls see it?

*Mr. van der Snel* responded: No.

*Supv Farnsworth* stated: He can pull it up on the internet. It is all there.

*Supv Berube* stated: It is a Grizzly Tracker 1860 and is very much like the bass boat we have at the lake now. The motors going on it are similar to what we have and the total price on this boat is \$8,207.64 plus \$250 for delivery.

*Supv Walls* asked: Does it have a front deck?

*Supv Berube* responded: Yes. Front deck, two seat, fold down seats, a front bait well; it is equipped virtually like the other one.

*Supv Walls* stated: It sounds fine to me.

*Supv Kassel* asked: Where is this coming from, Capital Expense? Will we have to move money from Unassigned Fund Balance?

*Mr. Koncar* responded: I think Unassigned Fund Balance is your best option. You have, as of the March report, \$979,662.

*Supv Berube* stated: It is getting pretty tight. Can we take \$8,000 out of there?

*Mr. Baldwin* responded: We also have six more months to go.

On MOTION by Supv Berube, seconded by Supv Walls, with all in favor, the purchase of the Grizzly Tracker 1860, at a cost of \$8,207.64 plus \$250 delivery, to be taken from Unassigned Fund Balance, was approved.

#### **vi. Dog Park Proposals**

- |           |  |                     |                                 |
|-----------|--|---------------------|---------------------------------|
| <b>a.</b> | <b><i>Hardscape World Proposal</i></b>       | <b>- \$4,500.00</b> | <b>(w/ \$1,248 Discount)</b>    |
| <b>b.</b> | <b><i>Alliance Pavers, LLC Proposals</i></b> | <b>- \$5.250.00</b> | <b>(w/ “Stacking” Discount)</b> |

*Mr. van der Snel* stated: I had two companies give me quotes. *Hardscape World* was more responsive and more professional, and is \$1,200 less for the same work.

*Supv Farnsworth* stated: The quoting philosophy these two companies used is drastically different. *Hardscape World* essentially quoted you four independent tasks. You can contract them for task three, for instance. The way *Alliance Pavers* quoted it, they stacked their bid, and in order to get task three you have to contract for tasks one and two.

*Mr. van der Snel* stated: The reason I asked them is because we added the half circle pad in front of the pavilion, the gate pavers, and we have the wash station in the big dog park that is a mess and would easily look much better for the \$1,000. On the bottom right you will see our water fill station we use that we would like to have a pad on because with the pressure washing we use it almost every day. It gets very muddy and we would like to have a 10' x 20' paved pad.

*Supv Berube* stated: *Hardscape World* is \$4,500, including their discount to do everything you want. Alliance Pavers seemed to put a few more details in and seem to discount a bit as you move up.

*Supv Farnsworth* stated: As you run through their quote they start with a unit cost per square foot of about \$6.20. When they start stacking up the second item stays at about \$6.20 and as it progressively builds it goes down. They do not have to break out what a small task would be because they pile it into the previous one.

*Supv Berube* stated: There is nothing on here for the well area where you fill the pressure washer on the *Alliance Paver* quote.

*Mr. van der Snel* stated: It is the parking pad.

*Supv Kassel* stated: It is under the first item.

*Supv Farnsworth* stated: It is option four.

*Supv Bokunic* stated: Their price is higher anyway.

*Supv Berube* asked: Do you think *Hardscape World* is a better contractor?

*Mr. van der Snel* responded: *Hardscape World* has been more professional and responsive. I had to ask Alliance Pavers four times for their quote.

<p><i>Supv Kassel</i> MOVED to approve the <i>Hardscape World</i> proposal in the amount of \$4,500.</p>
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*Supv Bokunic* asked: Where is the money coming from?

*Supv Kassel* responded: Parks.

*Supv Farnsworth* stated: I do not think there is an issue with the amount. You do need to recognize one thing between the two quotes. *Hardscape World* actually quoted putting in additional new pavers for the gate area, whereas Alliance Pavers was going to move them from one side to the other.

<p><i>Supv Bokunic</i> seconded the motion.</p>
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*Supv Berube* stated: They want 50% down. Is everyone okay with that? Counsel do we need to reduce this to a contract or can we accept a quote?

*Mr. Qualls* responded: It has to be a contract.

*Supv Berube* stated: [Reading from the proposal notes] “*The homeowner is responsible for permits.*” This is not a permit job, I do not think. You have to read all the notes.

*Supv Farnsworth* stated: They both had these types of conditions.

*Supv Berube* stated: For *Hardscape World*, it states “*Customer will give final payment to the crew leader*”. That is not going to work.

*Mr. Qualls* stated: We will have the standard payment language.

*Supv Berube* stated: We are going to move to approve.

*Supv Kassel* stated: We already have a motion and a second.

*Supv Berube* stated: We understand there is going to be a contract provided to do this.

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

*Supv Berube* asked: Where is the money coming from?

*Supv Bokunic* responded: Parks.

*Supv Berube* asked: Do we have money in Parks?

*Mr. Koncar* responded: You are running low on Parks.

*Supv Berube* stated: We are \$4,243 over on Parks.

*Supv Kassel* stated: You will have to move money from Unassigned Fund Balance.

*Mr. van der Snel* stated: It is because of the canopies.

*Supv Kassel* stated: If we get the FEMA money it will go back into that line item.

*Supv Berube* stated: We will take it from Unassigned Fund Balance as we did the boat. If we collect the FEMA money it can go back into Unassigned Fund Balance.

*Mr. Baldwin* stated: It will be recorded as a revenue source coming in. We cannot credit the expense.

*Supv Berube* stated: The overall money we are taking from over there and putting over here, if we have money coming in it will all be the same bucket of money and balance out.

**vii. Optical Viewer Binoculars (for Dock)**

**a. SeeCoast - Standard Installation: \$2,392.00**

**b. SeeCoast - ADA Installation: \$2,401.00**

*Supv Berube* asked: What was the genesis of this? Was it your idea or did somebody ask?

*Mr. van der Snel* responded: That was my idea. It came out that if a resident using a boat was in distress it would be great to have binoculars at the dock and Mr. Scarborough asked if we could get him binoculars. I said that is not a bad idea. I ordered four new rockers for the finishing dock. I thought, wouldn't it be great for residents to be able to watch nature. It was just an idea and it does not have to happen. I wanted to bring it to the Board as an item of consideration.

*Supv Berube* stated: I think we have done some other unusual things over time that show up and most of the time the thing you get after you do something unusual like this is people noticing and saying that was a great idea.

*Mr. van der Snel* stated: The cheapest ones I could find that were well known was the *SeaCoast*. There are two proposals, one for a standard and one for an ADA accessible wheelchair base.

*Supv Kassel* stated: If it was \$400 or \$500, I would say sure; but \$2,400 it is a lot of money for something that is probably going to be vandalized.

*Supv Walls* stated: I agree with Supervisor Kassel. I think it is a good idea for the dock master to have a pair of binoculars to carry; but in terms of spending \$2,000, I think we should consider it as part of the next budget process.



*Supv Berube* stated: Folks, you have heard the presentation for a pair of high powered binoculars mounted to the dock. You have seen these at tourist areas, it is your money, \$2,400; what do you think?

[*The consensus of the audience is No.*]

*Supv Bokunic* asked: What if it was \$500?

*Supv Berube* responded: I would say, go ahead.

*Supv Kassel* stated: I have a spotting scope that is a 20 to 60 power. I use it on the dock and you do not get a real great view because it is a big lake. This does not have any information about the power.

*Supv Berube* stated: The bottom line is, it is the residents' money we are spending, they say No.

*An unidentified speaker* stated: It is a good initial idea. What about the astronomy telescopes you can buy in hobby shops?

*Supv Berube* responded: It will be sitting outside in the weather all the time. If you have ever been on the docks when there is a hurricane coming; it would be the end of the scope.

*An unidentified speaker* stated: If you go to the City Lakefront Park they have those and maybe they have some not in service, which they would be willing to swap.

*Supv Berube* stated: We will look into that.

#### **viii. Basketball Court Resurfacing**

##### **a. Stewart Tennis Courts & Fencing, Inc. - \$4,800.00**

*Supv Kassel* stated: The proposal says two kinds of acrylic along with silica sand will be applied to entire surface and will smooth out surfaces. What I would like something to say is we will not have puddles, guaranteed.

*Mr. van der Snel* stated: I told them and stressed it to them.

*Supv Kassel* stated: It does not say that.

*Mr. van der Snel* stated: There will be a contract that has to state that. As you know, the basketball court has puddles, which creates a “*slip & fall*” potential. The prior service was bad. This proposal gives it a professional and clean look. I have talked to another, and they came in at about \$11,000; which we discussed at the last meeting. This is the best price I can find for the resurfacing.

*Supv Bokunic* asked: There are only two people who do this?

*Mr. van der Snel* responded: If the Board wants me to browse further to try to get more bids, I can.

*Supv Farnsworth* stated: It might be more comfortable for consideration if you had at least two that were similar.

*Supv Bokunic* stated: I agree. The appearance could be this is what we are going with because there were no alternatives. It would be great to have at least one more.

*Supv Berube* stated: I saw a vehicle today in St. Cloud; *SportCourts.com*. This is their business. It was not noted on the truck where they were from, but I just happened to see it.

## SEVENTH ORDER OF BUSINESS

## District Manager's Report

### A. Financial Statements for March 31, 2018

*Supv Berube* stated: Supervisor Farnsworth, if you would bring up page two, the Statement of Revenues, Expenditures, and Changes in Fund Balance. This goes to the change in assessment costs by putting it on the tax rolls. When you look at special assessment discounts it looks like we are \$13,000 over budget. To put it on the tax roll we have spent \$13,000 more on the discount line than we anticipated and we are not through collecting yet. Is that a true assumption?

*Mr. Baldwin* responded: Your discount is not adding revenue.

*Supv Kassel* stated: Talk to us as laypeople and not accountants, please.

*Mr. Baldwin* stated: It is an additional cost by giving the 4% discount.

*Supv Berube* stated: If we move down further on the page into Misc-Assessment Collection Cost, it is \$7,955 over budget. That was also over what we anticipated. We have spent \$22,000 extra by putting it on the tax roll.

*Supv Kassel* stated: You are looking at the year to date versus the annual budgeted. The budgeted amount is \$27,193, the proposed year to date is \$20,000, the actual year to date is \$1,000 over.

*Supv Berube* stated: We have to figure where it all shakes out when it is finally done. It has been expensive to this point.

*Mr. Baldwin* stated: It is misleading because the discounts are based on 4% if everyone paid in November. Your adopted budget was \$54,386 presuming everybody paid in November. As of March 31st you do not get a discount so no additional discounts should occur because we are past that point. For the year-to-date actual it is \$55,000.

*Supv Berube* stated: Until the whole cycle finishes we do not really know what the final number is.

*Mr. Baldwin* stated: This should be close to your final number because, again, discounts started in November and end in March.

*Supv Kassel* stated: By March 31st discounts will be over with. In next year's budget maybe we will frontload those discounts for earlier in the year so it does not look like we are so far beyond.

*Supv Berube* stated: We have a budget line, CDD-collected, which is way under because nothing went there. It is just a matter of adjusting.

*Supv Kassel* asked: Why does the Construction Fund still show up on the balance sheet?

*Mr. Baldwin* responded: As I said last month, in order to draw from it we would have to submit and it would not be submitted in time for March 31st. We have the requisition to be signed tonight and I will send it directly to the Trustee tomorrow and a check will be issued to the District, hopefully Monday, which is the last day of the month so hopefully it will disappear. We did show the expense as occurring in March, but the money was not taken out of the account as yet.

*Supv Kassel* stated: On the Statement of Revenues, Expenditures, and Changes in Fund Balance for March 31st you are showing it as an expense.

*Mr. Baldwin* stated: That is correct. We showed the expense so the Fund Balance would be zero, but the cash is still out there because we have not been funded the cash. You earned some interest this month, so it will be tweaked so the ending balance is zero.

*Supv Berube* stated: Under Landscape Services - R&M – Trees and Trimming, we have spent \$61,640 and I think some of that are trees that were damaged in Hurricane Irma. I think the Butterfly Drive trees along the sidewalk are also in there.

*Supv Kassel* stated: It does not belong under Landscape Services.

*Supv Berube* stated: This is not the contract portion of trees and trimming. My point is we have to keep track of this because this line item is way over because of the damage repairs. What have we spent in trees, about \$25,000?

*Mr. van der Snel* responded: \$22,000.

*Supv Berube* stated: Some of those invoices need to be accounted for, I do not know how.

*Supv Kassel* stated: Maybe Miscellaneous Services instead of Trees and Trimming. We have a contract for Trees and Trimming so we should try to keep the amounts under those line items to reflect what we have contracted in the main contract. Anything else that does not come under it should probably be under something like Miscellaneous Services.

*Supv Berube* stated: The line item needs to be fixed and there needs to be a note as to how we got to be that far over the budget. How we fix it at the end of the year with the FEMA monies and all of that is okay, but that line item is terrible and we need to know how we got to there. We certainly have not spent \$61,000 trimming trees so there has been a lot of tree money spent. We need a note as to how we got there.

*Mr. Baldwin* stated: The cover page has a memorandum and we included some information, not dollar amounts, but some of the information saying it includes the Servello contract for Butterfly Drive, arbor tree service and tree stump and sod.

*Supv Berube* stated: Seeing that we know what they are, maybe we could put the dollar figures for those items in the notes. In that way we can quickly look to see those are excess and why.

*Mr. Koncar* stated: We want to add those amounts in the financial notes.

*Supv Kassel* asked: Is there some reason we would not put it under Miscellaneous Services?

*Supv Farnsworth* responded: Put it some identifiable place.

*Supv Berube* stated: It is all going to hit the budget in the same way.

*Supv Kassel* stated: Yes, but it is harder to see how we are doing for contracted services if you lump it into the contracted services.

*Supv Berube* stated: You want to put it in Miscellaneous Services.

*Supv Kassel* stated: Yes, please.

*Supv Berube* stated: If you will, move those three into Miscellaneous Services landscape. There might be more than three, but those specific services.

*Supv Kassel* stated: Sod replacement for example.

*Supv Berube* stated: We have not done the sod yet. For the Board's edification, if you look at this month's invoice package, you might have noticed the OUC bills were a mess. There are handwritten notes – we are consolidating this, we are closing this one out. Some are high and some are low. Mr. Koncar and I have exchanged emails, they have been hammering on OUC, I have an apologetic email from Mr. Dan Seabrook at OUC which basically says, we have created a mess, we got it, we know, it is going to take us some time to fix, it is not InfraMark's fault. OUC and InfraMark have been on it, but the concern is things are way out of

control. I know there is a request coming up on the agenda to consider streetlight buyouts, again; however, I do not know where we stand right now because we are showing the streetlight lease is growing when you look at the OUC bills.

*Supv Kassel* asked: How is that possible? I would like to see a schedule for the last three years of what we have paid for the streetlight investment and maintenance.

*Supv Farnsworth* stated: It is supposed to be a fixed rate.

*Supv Berube* stated: To give you an idea of how bad this is, in four months from November 2017 OUC was \$19,700, December 2017 was \$17,200, January 2018 was \$22,800, and February 2018 was \$30,609. These OUC bills should be pretty much flat.

*Supv Kassel* stated: When we have new communities come on line, we have new maintenance.

*Supv Berube* stated: To go from \$19,000 to \$17,000 to \$22,000 to \$30,000, it is way out of whack, and part of it is OUC has acknowledged they have a problem with software, they are charging us sales tax on some of them. I can tell the ladies at InfraMark are going nuts by the handwritten notes all over it. Finally, I said stop show us what we have got that demonstrates it. They got in contact with OUC and there is a meeting scheduled.

*Mr. Koncar* stated: Next week. That is the third meeting date; they cancelled the first two because they say they are trying to get everything together.

*Supv Kassel* stated: We are paying down hundreds of thousands of dollars and the bills are going up. How is that possible?

*Mr. Baldwin* responded: I know Ms. Suit had communication with Mr. Seabrook, and then I and my staff also had conversations with them. The maintenance agreement should be a flat fee and I showed them from one bill to the next some go up, some go down, nothing is consistent and he could not answer. I asked how do you expect us to explain this when you cannot explain it us.

*Supv Bokunic* stated: Until the last few months, this has been pretty steady.

*Supv Berube* stated: OUC has new software.

*Supv Kassel* stated: We have been paying these off on a regular basis.

*Ms. Suit* stated: What you are paying off equals about \$1,700 or \$1,900 per month.

*Supv Berube* stated: Every time we pay one off the bills drops by a certain amount and stays there consistently. Then we pay another one and the streetlight bill drops again. In the last four to six months, all of a sudden the lease line has been increasing steadily and that should never happen.

*Supv Farnsworth* stated: When you pay it off the payment per month should drop and that is what you are saving on a monthly basis. There is an amount, it is not zero, but it certainly does not go up.

*Mr. Koncar* stated: We are going to have the meeting next week, but what I would like to suggest is having Mr. Seabrook come to the May meeting to explain what is going on.

*Supv Berube* stated: If he is going to give us a bunch of OUC gobbledygook, which is typical. From Mr. Seabrook, "We have been working on reconciling the streetlight billing for Harmony for some time now. It has taken this long due to the number of contracts, the number of lights installed, and the contract buyouts that have taken place since the community was developed, along with problems with our new billing system." We get whacked for three things and they get one little problem at the end. The problem is their new billing system. If he wants to, fine, but let us not waste our time.

*Mr. Koncar* stated: We are having a meeting next week and I am hoping to have some answers. I will report to the Board, by email, the result of the meeting.

*Supv Kassel* stated: We can then know whether we feel a meeting with him is necessary.

*Mr. Baldwin* stated: I have stressed what you all feel towards the repetitive answers we have been receiving month after month and it is at a point where it is not acceptable.

*Supv Berube* stated: I have seen the email chains from Ms. Sally Chalkley and some of the others at InfraMark. It is clear that OUC is just blowing them off. Every week somebody is emailing OUC and OUC is responding we are working on it and will get back with you. Nobody gets back with them, they follow-up and that is what is going on. Until I said enough is enough this would have gone on forever. If you want to get action with OUC withdraw the ACH approval and do not pay the bill next month. They may shut off the electricity, but I do not think they will. They are charging us more and more, it is wrong and they know it, but they keep doing it.

*Supv Bokunic* stated: The bottom line is at some point this is all going to balance out. InfraMark is on top of it.

*Mr. Koncar* stated: It will and I agree it will ultimately balance out in favor of the District financially because I think some credits are coming, but it is frustrating because they should be able to answer the questions to you, as the Board. It is District money and you are responsible for the public money. We get frustrated, you have seen the emails, we are trying to meet with them, we are on the phone and we are not getting anywhere either.

*Supv Berube* stated: The gauntlet has been dropped, here we go. The same thing is going to a lesser degree with TOHO. We got all those credits over prior months and, when you look at the TOHO invoices, there are some where we have \$5,000 to \$7,000 credits, and yet we are still writing ACH authorizations. We paid them \$9,000 this month, yet it looks like, to me, on a few accounts they owe \$11,000 to \$13,000 still in credit. I know it is all different accounts, but somebody has to look at it and say you owe us \$11,000 here; we are not going to give you \$9,000 over here; give us our credit in full. Consolidate the whole thing.

*Supv Kassel* asked: Can I please get a schedule of the last three years, on a monthly basis, of what we have paid for the investment for OUC and what we have paid for the maintenance?

*Supv Berube* responded: You should have also received an email late today of what we have paid for the last four months to OUC and TOHO. Did you see it?

*Supv Kassel* responded: No.

*Supv Bokunic* asked: When you send that can you send it to the Board?

*Mr. Koncar* responded: I will get it out to everybody. One of the problems we have had is we realized you were not getting some of the stuff we are sending. I think we have everybody's email addresses right now.

*Supv Berube* stated: Mr. Hutton needs to fix this email thing.

*Mr. Koncar* stated: I was just on the phone with him before the meeting. I am concerned about it and contacted the InfraMark IT reps.

*Supv Berube* asked: Is it safe to assume Mr. Hutton does not work for you?

*Mr. Koncar* responded: He is a contractor.

*Supv Berube* stated: Supervisor Kassel, so you know, TOHO for November was \$6,400 and for December it was \$3,200, January was \$4,600, February was \$10,200.

*Supv Bokunic* stated: They are automatically drafting the accounts and taking the money.

*Supv Berube* stated: You seem to be on top of OUC and TOHO, but we need to get it fixed. Go back to page three. For Capital Outlay – Streetlights – we have \$403,000 in the budget and show a year to date of \$85,097 being spent. We have not bought out any streetlight contracts this year.

*Supv Kassel* stated: That is a budget line item we created to take the savings from the buy-downs.

*Supv Berube* stated: This is the Capital Outlay and money spent and shows we spent \$85,097 and we have not bought down any streetlights in this budget year.

*Supv Kassel* stated: Again, I thought we created this line item as a way of budgeting as a placeholder to say how much we are setting aside to pay off the streetlights.

*Supv Walls* stated: I thought we had approved one last year, but it did not happen in time and got charged to this year's budget.

*Supv Berube* asked: For \$85,000?

*Supv Walls* responded: I cannot recall the amount, but I thought that is what happened.

*Mr. Baldwin* stated: I will look into the line item.

*Supv Berube* stated: It shows an expenditure occurring this year. We need to know what it is.

*Supv Kassel* stated: Show us your schedule of streetlight buyouts.

*Mr. Koncar* stated: As I recall, the agreement we received was dated October 2017 for a buyout and we paid that in January, in this fiscal year.

*Supv Berube* asked: Was it only \$85,000?

*Ms. Suit* responded: One was \$36,000 and one was \$47,000.

*Supv Farnsworth* stated: The ones supposedly done last year are \$237,000, \$49,000 and \$38,000.

*Supv Berube* asked: What is in 2018?

*Supv Farnsworth* responded: 2018 has not been included yet.

*Supv Berube* asked: Do you have something worth \$85,000?

*Supv Farnsworth* responded: They were saying it might have been a carryover. What are those two added together?

*Supv Berube* responded: It is \$87,000. Let us not speculate.

*Mr. Baldwin* stated: I will look into this and bring you back information in regard to it.

*Supv Berube* stated: Capital Outlay – Vehicles – shows \$14,356. The only thing that was Capital Outlay for a vehicle was the Yamaha side-by-side and should be \$12,200. I noticed in the narrative they are putting a Bobcat expense into the line item. It should not be Capital Outlay and should be R&M – Vehicles.

## **B. Invoice Approval #216, Check Register and Debit Invoices**

*Mr. Koncar* stated: Approval of the invoices and check register is next.

*Supv Berube* stated: That means we are accepting all the financial statement discussion we just had as we are done with that, right?

*Supv Farnsworth* responded: With the conditions you set up.

*Mr. Koncar* stated: Whatever line items need to be changed we can do in a resolution at any time.

On MOTION by Supv Kassel, seconded by Supv Farnsworth, with all in favor, Invoice Approval #216, in the amount \$438,925.56, the check register, and the debit invoices were approved.

### **C. Discussion of District Manager Special Topics**

*Mr. Koncar* stated: I will go through the follow-up items from the last meeting.

*Supv Farnsworth* asked: Are you tabling your first item on workers' compensation?

#### **i. InfraMark Proposal for Payroll and Workers' Compensation Services**

*Mr. Koncar* responded: We finally received the quote and we had provided you previously our cost of doing the payroll. Since we just got this what I would like to do is do a comparison of what you are currently paying and give you a good breakdown., and bring it back at the next meeting to give you a table showing what you paying and what the new proposal is.

*Supv Berube* stated: I looked at it quickly when we got it this afternoon & did the comparison to what we are paying FRM. There are two things – this appears to be more expensive than the FRM numbers; secondly, they do not give us an accurate comparison because they changed the employee workers' compensation codes. I am not sure calling them landscape maintenance is the proper thing. Without a direct comparison it is hard to say if this is better or worse. The other thing is this company, *Public Risk Insurance Agency*, wants us to pay an upfront fee and a monthly percentage. Right now we pay based on every week's payroll. Paying on an estimated payroll of \$183,000 that we may not make and as we get to the end of the budget year, we may have to get a credit. I would rather pay as you go, especially for workers' compensation. I am not comfortable saying this is a better or worse deal until the labor codes are matched.

*Mr. Koncar* stated: You need to be able to compare apples-to-apples. Right now I cannot do that, so I cannot recommend to the Board we do it.

*Supv Berube* stated: We will have further discussion next month.

#### **ii. FEMA Storm Damage Recovery Effort Update**

*Mr. Koncar* stated: We have provided an outline of what has been submitted to FEMA. It is \$23,121.75 and we are still working through it with FEMA.

*Mr. van der Snel* stated: We are in the finalizing stage, but when we will get paid, I do not know.

#### **iii. Feasibility Study of Office / Amenities Center**

##### **a. NAI Realvest**

##### **b. Canin Associates**

*Mr. Koncar* stated: This was provided to you at the last meeting and we have placed some hardcopies in front of you as one of those did not have the actual cost. We have the two proposals and one of the proposals, in our opinion, is better than the other. The *Canin Associates* is \$9,600, but from the information provided, it is sketchy in the scope and does not cover much so I am not sure what they are going to do for \$9,600.

*Supv Berube* stated: It also says plus meetings.

*Mr. Koncar* stated: There are some ancillary costs and I thought that is what you do, you have meetings. The other proposal from *NAI Realvest* provides an extensive scope of what they are going to do and they break it down in each part of the proposal as to what it cost. The total for that proposal is \$14,250, but I think it is a much better approach to what the Board is looking for.

*Supv Berube* stated: I agree, but I am going to suggest we table this to next month to give us some time to digest this. I hope the developer is here next month because there are things happening with him that may change our direction with this community center. I will let the developer speak to that when he is ready.

*Mr. Koncar* stated: The other thing I was going to suggest is I go back and talk to them to see if we can do a little better on the price, if you decide to go forward with it.

*Supv Berube* stated: This is a rapidly changing place and there might be things that will wet our appetite coming up.

#### **iv. Meeting Action Items Follow-up**

*Supv Farnsworth* asked: Did you cover all the follow-ups?

*Mr. Koncar* responded: I think so.

*Supv Kassel* asked: Do we need a resolution to remove money from the unassigned fund balance for the debt payment?

*Mr. Koncar* responded: You approved us borrowing from the General Fund previously in the meeting.

### **EIGHTH ORDER OF BUSINESS**

#### **Topical Subject Discussion**

#### **A. Policy re: Harvesting of Alligators in District Ponds**

*Supv Berube* stated: Harmony is a targeted harvest area with Florida Fish and Wildlife; meaning that when they get a call about an alligator they give a guy a permit or tag and send them out with the permission of a landowner. What has happened is the trapper shows up at the Welcome Center and asks if they can get the alligator and they are given permission to do so. This time there was nobody at the Welcome Center so they found out the HOA Management company and went there, told the lady this is what we do all the time, and she said go ahead. This does not sit well with residents who live along the pond and there was a big hullabaloo on a Saturday, three or four weeks ago. The residents lit up Facebook, found Supervisor Kassel, she showed up, the trapper wanted to take the alligator, but about 50 people said you are not going to take the alligator. Supervisor Kassel in conversation with the trapper found the authorization was given by the HOA to get the alligator which is a problem because they do not own the ponds. Supervisor Kassel called me, I called SNAP [State Nuisance Alligator Program] and she said our trapper is there with people surrounding him, I said yes and she said let me get in contact with my supervisor. Supervisor calls me, I tell her what is going on with the wrong authorization and she said you are the guy on both sides of this. I have a guy there and you are in charge with the CDD. I want you to give me permission on the CDD's behalf to harvest the alligator. I told her it was a Board decision. The permit was pulled and the alligator is still in the pond, but that is not the subject of this discussion. The subject is what we do in the future when a trapper shows up. I can see most people do not want the alligators to go.

*Supv Kassel* stated: Unless they are really a nuisance gator, in which case they should.

*Supv Farnsworth* stated: Somebody needs to be able to make an intelligent decision.



*Supv Berube* stated: That is where we are going. Now you have the problem of is it a friendly gator or a nuisance gator and who is going to make the decision. If there is a nuisance gator call and everybody says that is a good gator and somebody says no you cannot take and it turns out it really is a bad gator and grabs a dog or a kid, now you have a problem. Sensing the liability aspect of this I contacted Counsel and asked him to look into it. What do we do?

*Mr. Qualls* responded: My understanding of SNAP is if somebody reports a nuisance, FWC will come out and the trapper will make a determination whether the gator is a nuisance.

*Supv Kassel* stated: No, at least not that is not what the trapper told me. He told me that SNAP is called and they then have to call a responsible party for the locale. In the past they have gone to the Welcome Center and Amber who worked for the developer would give them authorization, but there is no longer Welcome Center staff so instead somehow they got in contact with Association Solutions who gave them authorization. It is not SNAP who gives authorization or the trapper, but somebody they call who is authorized. The trapper suggested we change it and I suggested it be Mr. van der Snel that they contact. I propose our definition of a nuisance gator is one that is following or approaching people or pets or coming into backyards or showing aggressive behavior toward people and pets.

*Supv Farnsworth* stated: Even with the definition somebody has to make the decision.

*Supv Berube* stated: You have to be careful because there is State law regarding this and is why I asked Counsel to tell us what we need to do as the landowner managing the public ponds which once you hit the water is under State jurisdiction.

*Mr. Qualls* stated: A layperson cannot trap an alligator. It has to be done by someone authorized by FWC.

*Supv Farnsworth* asked: Who authorizes the trapper?

*Ms. Suit* responded: You would set up a code with them for your District. There is a point person who is given the code for when Fish and Wildlife says there is a nuisance alligator, but the issue is how you determine it is a nuisance because they will not do that. They can only call a trapper out if you give them the code for your District.

*Supv Walls* stated: I feel for the wildlife, but none of on the Board are wildlife experts, we are not alligator experts, if somebody calls in a nuisance gator and the trapper comes out to trap it, I do not think any of us should be putting the liability on the CDD if we say no you cannot trap the gator and then the gator hurts somebody. I do not think any of us should be making that call. We give them access and they make the call as to whether it is a nuisance and time to pull the gator out.

*Supv Kassel* stated: They do not make the call.

*Supv Farnsworth* stated: The problem is, as Supervisor Kassel has pointed out, they do not make the call.

*Supv Walls* stated: They are asking us for permission to enter the property. We are not telling them whether the gator is a nuisance or not; somebody has already called it in and said it is.

*Supv Kassel* stated: No, somebody has called in a potential nuisance gator. Anybody can call into SNAP about a nuisance gator, but then SNAP has to call whoever is responsible at the property to get authorization for the take.

*Supv Walls* stated: To enter the property, we are not making the call as to whether the gator is a nuisance or not and we should not be.

*Supv Farnsworth* asked: Who does?

*Supv Berube* responded: The trapper.

*Supv Kassel* stated: The trapper says he does not make that decision.

*Supv Walls* stated: I am not going to take the liability. I am not going to tell them no; because if that gator eats somebody, that is on us; and I am not taking that responsibility.

*Supv Berube* stated: The other problem is you can look at five gators all similar in size, they do not have a name tag on and you can have a case of confusion both ways. We have to get back to the liability aspect.

*Mr. Qualls* stated: Supervisor Walls is exactly right. The legal analysis comes down to negligence and foreseeability. Was this something that was foreseeable by the District? Supervisor Walls is right; if somebody reports a gator as a nuisance which in our research means an unprovoked threat to people or pets. If somebody is messing with the gator and it responds to that, it may not be a nuisance, but there is liability. I do not think it was too long ago there was Disney with the young boy and in 2009 our research indicates there was a landmark settlement. A man on a golf course reaches down to get his ball and a gator rips off his arm, he sues and it was a major settlement. There is definitely liability on the part of the District if somebody reports a nuisance and the District were to say no that is not a nuisance and the gator were to later harm somebody.

*Supv Farnsworth* asked: Is that the reason there is such a kneejerk reaction if anybody gets the least fear and report one it is automatic? Is the wild fear of some liability the reason?

*Supv Bokunic* responded: We had an alligator in the last couple of months eat a dog.

*Mr. Qualls* stated: That is a nuisance gator based on our research; a danger to people or pets.

*Supv Berube* stated: To move it forward trying to be nice to the gators is probably going to create a problem. We have been dealing with alligators in Florida for 100 years. The way it stands now is FWC will not take a yes to come here from the HROA. They want it from the CDD and specifically that is with me right now. I do not want the responsibility of saying aye and nay to take it. There seems to be established State law that if FWC wants access to the property it is expected that the landowner will grant the access to the property, not to authorize the kill.

*Supv Farnsworth* stated: I think it is going to be interpreted the same way.

*Supv Kassel* stated: They do not make a decision; if they are called they come and take.

*Supv Berube* stated: If we said to FWC you cannot enter onto CDD property for any reason; we would be running counter to State law.

*Mr. Qualls* stated: I do not know about, that but you would be opening yourself up to huge liability.

*Supv Kassel* asked: Who said we would even want to do that? Why would we not give them permission to enter the property to remove a gator that is a nuisance?

*Supv Berube* responded: The problem is, I am not going to be the guy to say “*that is a good gator*” and “*that is a bad gator*”. I do not think you want to be; do you want to be that person?

*Supv Farnsworth* responded: Just looking at any alligator, how does anyone make that decision? If you personally have not seen the alligator do anything, or be totally placid, who makes the decision and how do you do it?

*Supv Kassel* responded: If you have a report of someone saying this alligator was following my kids as they walked around the pond.

*Mr. Qualls* stated: That is how it starts – somebody calls FWC to say there is a nuisance gator, FWC then says we have to get permission before we go on the property to trap.

*Supv Farnsworth* asked: Are some of the reports even that informative? I get the impression some reports are, “*I am scared of this gator; come & get him*” rather than saying it did something bad.

*Supv Walls* stated: I have lived in Florida my whole life, but you have people who are new to Florida who think it is a monster. The way to stop that is education, but from our standpoint I do not think we should be differentiating between the person who thinks it is a monster and the person seeing a real threat. As I said, it is a big point of liability that I do not want to take on.

*Mr. Qualls* asked: What about inviting somebody from FWC to talk about this?

*Supv Kassel* responded: We have and we can do it again. We have had *GatorLand* and someone from another gator organization here over time. That is not going to stop the problem of someone seeing a gator on a pond edge and calling FWC. Do we give them authorization to take it or not?

*Supv Berube* responded: I think we have to follow State law or policy, whatever it is.

*Supv Kassel* stated: State law does not say you have to give FWC permission or a trapper permission to “take” if anybody calls, does it?

*Mr. Qualls* responded: I believe what FWC is concerned about is, they do not want to trap a gator without landowner permission.

*Supv Walls* stated: We are public property; especially the lands around the ponds. That is where you have to have the highest duty; when you have public coming in and somebody says there is an issue; and whether it is or not, we have to let these people take care of it.

*Supv Kassel* stated: I do not think we need to make a decision at this point.

*Supv Berube* stated: Yes, we do.

*Supv Kassel* stated: I do not think we need to make a decision.

*Supv Berube* stated: Yes, we do because FWC is going to call me next time there is a call.

*Supv Farnsworth* stated: It is not a matter of letting them or not letting them come on the property; you automatically let them come on. The question is the person who made the original complaint – somebody who is going to make the decision of whether the gator gets killed or not needs to talk to whoever made the complaint and understand why they are scared of the gator. Is it just a general fear, or did the gator do something?

*Supv Berube* responded: It is not going to happen. They do the interview on the telephone to find out what is going on; and based on the interview, it is aye or nay.

*An unidentified speaker* stated: We have heard having information about trappers being able to make the determination of an actual nuisance gator as the experts versus they have been called they are going to do that. Is there a chance, in this circumstance, that they got approval from the HROA management company was taken as “*we are the property owner and we think this is a nuisance gator, please get it*”.

*Supv Farnsworth* responded: At the time, it was taken that way; and we are trying to correct it.

*The unidentified speaker* asked: Is there a different path to move it? Can we defer to an expert opinion, short of saying, “*we the property owners ‘think’ this report, that came in from who knows where, is an actual nuisance gator*”?

*Supv Kassel* responded: We are not even saying that. I agree with you that if we could have someone who is more of an expert on this give us a determination of whether this is a nuisance gator or not.

*The unidentified speaker* stated: We need a standing policy that does not have layers of bureaucracy and liability.

*Supv Berube* stated: It is already established by the State. This is a statewide policy of how they do this.

*The unidentified speaker* stated: The property owner is the ultimate determination.

*Supv Berube* stated: They do not have to ask; it is a courtesy. They can come on because it is a targeted harvest area, because it is residential and there are property managers, and Boards like this, it is a courtesy. When they get the call they can walk on and do it if they want to. At this point we have stopped it from being that free, but at some point there is going to be a call about a gator.

*Supv Farnsworth* stated: We are in a situation where we have to abdicate.

*Supv Berube* stated: This happens about every two to three years. It is not as if someone is calling every week.

*Supv Bokunic* asked: Is there someone who can relocate it?

*Supv Farnsworth* responded: That just does not happen.

*Supv Kassel* stated: If it is over four feet long, they will kill it. If it is under four feet, they can bring it to a ranch.

*Supv Berube* stated: I do not want to kill gators needlessly either, but it happens every day.

*Supv Farnsworth* stated: In some ways what we are trying to say is, it just seems cruel and there ought to be a better way, but apparently maybe there is not.

*Supv Kassel* stated: When you say it is the State law, maybe it is State law that you cannot disallow them to come on your property, but do we give them authorization to take the gator?

*Supv Berube* asked: How do you not? There is a lot of water, a lot of people and a lot of gators, and that is what FWC's concern is. We have lost five gators in the time that Harmony has been here.

*Supv Kassel* stated: That is not true; I think a lot more have been taken than that.

*Supv Berube* asked: Do we give them permission? From a liability aspect, which is my concern, I am more worried about the people than the gators.

*Mr. Qualls* responded: From a liability standpoint, if somebody reports a nuisance gator and FWC comes out and asks the CDD whether the FWC has permission to come and take a nuisance gator, I think the answer from strictly a liability standpoint would be that the greater danger is to turn FWC away at that point.

*Supv Kassel* stated: You are saying, if somebody reports a nuisance gator, regardless of whether it is a nuisance gator or not.

*Mr. Qualls* stated: No, I am saying if somebody reports a nuisance.

*Supv Kassel* stated: That is not the way it works.

*Mr. Qualls* stated: Somebody has to call and report the gator as a nuisance.

*Supv Kassel* stated: That is what I am saying. In this case the person called the gator as a nuisance gator because it was on the bank and larger than four feet, but that is not necessarily a nuisance gator. However, it was reported as a nuisance gator by a resident who has probably never seen a gator before and was frightened.

*Mr. Qualls* stated: I do not know all the facts.

*Supv Kassel* stated: The point is you are saying somebody calls in a nuisance gator, but it is not a verified nuisance gator, I think; if somebody calls in and says a gator is a nuisance, whether or not it is, we really do not have a choice, liability-wise.

*Mr. Qualls* stated: Not exactly. What I am saying is the danger from a legal standpoint is when somebody reports a nuisance gator.

*Supv Kassel* stated: Stop right there. When somebody reports a nuisance gator, it does not mean it is a nuisance or is not a nuisance, it is just somebody reporting a gator as a nuisance.

*Mr. Qualls* stated: Yes, ma'am. The point I am trying to make is, once somebody calls and says we have a nuisance gator, I am not saying that is so, but you have then been put on notice and it becomes foreseeable; and so, God forbid, if the District said "*No, do not come and take the gator*", and if that gator were to injure someone, that is where I see the District would have potential liability. At Disney, where the young boy was killed, they had no swimming signs; but they did not have signs that said "*do not play near here*", "*watch out for the gators*". That lawsuit is settled, but the attorney would argue "*all you had to do, Disney, was call and report a nuisance gator, but you did not do it*". I understand the concern and my recommendation is: I think there needs to be more clarity. I am not disagreeing with you, I just do not know; if someone just calls and says it is a nuisance. For instance, my law partner's son works at FWC. I had a very aggressive gator in my pond that the neighbors fed, so it was completely desensitized to humans, so I called him. He said FWC will come out and make the determination as to whether it is a nuisance. I think we need to answer the question, with the question being, there is a large distinction between somebody with the District saying "*get it, it is a nuisance*" and the District saying "*you have permission, expert, to come on this property and determine that the gator is a nuisance to trap it*".

*Supv Kassel* stated: The question is whether they are allowed to determine that or whether once SNAP has authorization from the property owner and a gator is reported as a nuisance that they can just come and take the gator. Based on what the trapper said, they do not make a determination. They just come and do "the take" if their supervisor has called them to say there is a report of a nuisance gator.

*Mr. Qualls* stated: The FWC's position could be the same one you are wrestling with. If we did not take it and something happened, FWC is going to be liable. It is the world we live in.

*Supv Berube* stated: The problem is, once they are here, you cannot have a trial for the gator.

On MOTION by Supv Walls seconded by Supv Farnsworth, with Supv Walls, Supv Farnsworth, Supv Berube and Supv Bokunic voting AYE and Supv Kassel voting NAY, authorizing a trapper on property to remove an alligator when there is a nuisance alligator call, was approved.

*Mr. van der Snel* asked: Can the District deny answering?

*Supv Farnsworth* responded: In essence that is what we are doing, because it is an automatic approval; so, you are staying out of it.

*Supv Berube* stated: It is a targeted harvest area.

## **B. Consideration of Street Lights Buy-Down**

[Tabled to next meeting.]

**NINTH ORDER OF BUSINESS**

**Supervisors' Requests**

*[Hearing none, the next item followed.]*

**TENTH ORDER OF BUSINESS**

**Adjournment**

*[There being no further business,]*

On MOTION by Supv Berube seconded by Supv Bokunic, with all in favor, the meeting was adjourned.
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Robert Koncar  
Secretary

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Steven Berube  
Chairman

## **Fourth Order of Business**

**4A.**



**4Ai.**

# Servello & Sons Status Report a/o 5/18/2018

## HARMONY CDD SCOPE OF SERVICE / FREQUENCY CHART

Frequency	Type of Service	26-Mar	2-Apr	9-Apr	16-Apr	23-Apr	30-Apr	7-May	14-May	21-May	28-May	EVENTS
<b>Turf Mowing/Trim/Blow</b>												
42 (per year)	Bahia		X ✓		X ✓	X ✓	X ✓	X ✓	X ✓	X	X	11 of 42
52 (per year)	Sports/Bermuda		X ✓		X ✓	X ✓	X ✓	X ✓	X ✓	X	X	11 of 52
42 (per year)	St. Augustine		X ✓		X ✓	X ✓	X ✓	X ✓	X ✓	X	X	12 of 42
12 (per year)	Meadow Grass Land		X ✓		X ✓	X ✓	X ✓	X ✓	X ✓	X	X	7 of 12
42 (per year)	Hard Surface Edging		X ✓		X ✓	X ✓	X ✓	X ✓	X ✓	X	X	12 of 42
18 (per year)	Soft Surface Edging		X ✓		X ✓	X ✓	X ✓	X ✓	X ✓	X	X	12 of 18
42 (per year)	Line Trimming		X ✓		X ✓	X ✓	X ✓	X ✓	X ✓	X	X	12 of 42
<b>Turf Weed/Disease Control</b>												
3 + 48hr Service call	Bahia											2 of 4
3 + 48hr Service call	Sports/Bermuda		X ✓		X ✓							4 of 4
3 + 48hr Service call	St. Augustine											2 of 4
<b>Turf Fertilization</b>												
3 + 48hr Service call	Bahia											1 of 3
3 + 48hr Service call	Sports/Bermuda		X ✓		X ✓							3 of 3
3 + 48hr Service call	St. Augustine											1 of 3
<b>Turf Pest Control</b>												
3 + 48hr Service call	Bahia											2 of 4
3 + 48hr Service call	Sports/Bermuda											2 of 4
3 + 48hr Service call	St. Augustine											2 of 4
1 (per year)	Top Choice											of 1
<b>Shrub / Bed Detailing</b>												
4 to 6 week rotation	Shrub Pruning	X ✓		X ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X	14 of 38
4 to 6 week rotation	Shape Ornamentals	X ✓		X ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X	14 of 38
4 to 6 week rotation	Ground Cover	X ✓		X ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X	14 of 38
4 to 6 week rotation	Remove Tree Suckers	X ✓		X ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X	13 of 37
4 to 6 week rotation	Weeding	X ✓		X ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X	13 of 37
4 to 6 week rotation	Trim POOL Palm Trees to 15'											0 of 12
<b>Tree Pruning</b>												
Maintain Height Only	7' Clearance Walkways											1 of 7
Maintain Height Only	15' Clearance Roadways											1 of 7
<b>Tree / Shrub Care</b>												
3 (per year)	Fertilization					X ✓						1 of 3
6 (per year)	Inspect / Treat					X ✓						1 of 6
<b>Mulching</b>												
1 (per year)	Beds / Tree Rings 2"					X ✓	X ✓	X ✓	X ✓	X ✓		1 of 1
1 (per year)	Playgrounds					X ✓	X ✓	X ✓	X ✓	X ✓		1 of 1
1 (per year)	Privacy Berms					X ✓	X ✓	X ✓	X ✓	X ✓		1 of 1
<b>Annual Flowers</b>												
4 (per year)	I Flowers(1600 per change out)	X ✓										1 of 5

Week Number

13

per/Year

Tasks  
Calendar Year 2018

# Servello & Sons

## Harmony CDD Grounds Maintenance

### Supplemental Activities Summary

M  
A  
R  
C  
H

03/05/2018	Maintenance	
	Miscellanea	Installation of 57 Jack Frost Ligustrums completed.
03/12/2018	Maintenance	
	Miscellanea	
03/19/2018	Maintenance	
	Miscellanea	
03/26/2018	Maintenance	
	Miscellanea	

A  
P  
R  
I  
L

04/02/2018	Maintenance	
	Horticulture	Treated sports fields for weeds and fertilization.
	Irrigation	
	Arborist	
	Requests	Leaf Clean up on Catbrier per Gerhard request
	Proposals	
	Miscellanea	
04/09/2018	Maintenance	
	Horticulture	Retreated sport fields for weed and fertilization.
	Irrigation	
	Arborist	
	Requests	
	Proposals	
	Miscellanea	
04/16/2018	Maintenance	
	Miscellanea	
04/23/2018	Maintenance	
	Requests	Fertilized all Magnolia trees on East of Five Oaks and Town Square with
	Proposals	
	Miscellanea	
04/30/2018	Maintenance	
	Miscellanea	Treated all visible Ant mounds.

05/07/2018	Maintenance	
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**Servello & Sons**  
**Harmony CDD Grounds Maintenance**

M A Y	Miscellanea	Treated all visible Ant mounds. A signed addendum to treat the Soccer/Sport Fields was executed.
	05/14/2018	
	Maintenance	
	Miscellanea	Treated all visible Ant mounds. Proposals 834 for \$799 and 835 for \$539 to install Jack Frost Ligustrums and Azaleas were approved by Gerhard.
	05/21/2018	
	Maintenance	
	Miscellanea	
	05/28/2018	
	Maintenance	
	Miscellanea	

## **Sixth Order of Business**

**6B.**

**6B.i.**

**YOUNG QUALLS, P.A.**  
**ATTORNEYS AND COUNSELORS AT LAW**

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Tallahassee, FL 32302-1833

Telephone: (850) 222-7206  
Facsimile: (850) 765-4451

**MEMORANDUM**

To: Harmony Community Development District Board of Supervisors

From: Young Qualls, P.A.

Date: May 23, 2018

Re: District Options for Management of Recently Conveyed Parking and Garden  
Facilities

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**Questions Presented**

- 1) Does the District have legal authority manage the parking and garden facilities recently conveyed to the District by Harmony Florida Land LLC?
- 2) In carrying out its duty to maintain and operate the parking and garden facilities, does the District have the option to utilize the Harmony Residential Owners Association (HROA) as a sub-contractor to carry out these duties?
- 3) Is it lawful for the District to charge fees to manage the parking facility?

**Answers**

- 1) Yes. The single purpose of the District is the management over the long term of District systems and facilities. Specific authority exists in Chapter 190, Florida Statutes authorizing the District to maintain and operate the parking and garden facilities.
- 2) Yes. While the District does not have legal authority to grant an exclusive license for the complete operation and control of these public facilities to a



private entity. , the District does have the option to sub-contract the management of the parking and garden facilities to a third-party contractor such as the HROA.

- 3) Yes, the District has the authority to lease any of the facilities that it is authorized to maintain and operate. However, the fees must be set through a resolution adopted at a publicly noticed hearing that is advertised at least once and at least ten (10) days prior to the meeting.

### **Background**

Harmony Florida Land, LLC recently conveyed to the District several pieces of land. One of these pieces of land is a parcel that includes a parking lot and community garden. The current and previous Developers entered into exclusive license agreements allowing the HROA to use and manage the parking lot and community garden. The HROA entered into leases with residents and charged rent for spaces in the parking lot. The HROA also secured liability releases in favor of the Developer and HROA from residents associated with their use of these two facilities.

### **Discussion of Question 1**

The single purpose of the District is the management over the long term of District systems and facilities. See Fla. Stat. § 190.002(1)(a) & (c).

Express authority exists under Section 190.012(d)2., Florida Statutes, which allows the District to “finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures for: .... parking improvements.” Accordingly, the parking facility is a

District facility and as such the District is authorized and required to manage the parking facility.

Authority for the community garden exists under Section 190.012(2)(a), Florida Statutes, which states: “After the local general-purpose government within the jurisdiction of which a power specified in this subsection is to be exercised consents to the exercise of such power by the district, the district shall have the power to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for: ...[p]arks and facilities for indoor and outdoor recreational, cultural, and educational uses.” As we have previously advised, Osceola County has consented to the District’s exercising of this power through ordinance.<sup>1</sup> Because the community garden is an outdoor recreational facility, the District has the authority and is required to maintain and operate that facility as well.

### **Discussion of Question 2**

We find no legal authority permitting the District to license the complete operation of the garden and parking facilities to the HROA, a private entity, in the same manner that the Developers did. This is because once the land and facilities became District property they became public facilities, which the District now has a duty to manage as public facilities. To dispense with these duties, the District may may manage these facilities directly.

The District also has the option, through the District Manager, to subcontract out the management and operation of these facilities to another third-party contractor (i.e., the HROA), as it is authorized to “make and execute contracts and other instruments

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<sup>1</sup> See Attachment A (Ordinance No.: 2000-06).

necessary and convenient to the exercise of its powers.” § 190.011(1), Fla. Stat. However, if the District decides to exercise such option, the District should enter into a contractual agreement setting forth the duties, term, compensation, etc. with such third-party contractor.

### **Discussion of Question 3**

Section 190.011(8), Florida Statutes, authorizes the District to lease to any person any property or facilities to carry out any of the District’s purposes authorized under Chapter 190, Florida Statutes. Because, as noted above, the District is authorized to maintain and operate the parking facility, the District is also authorized to lease lots within such facility to individual residents.

The District is also authorized to raise money, in the form of user charges or fees, necessary for the operation of the District. § 190.011(10), Fla. Stat. Such user charges or fees are to be authorized via resolution of the Board. *Id.* Additionally, Section 190.035, Florida Statutes grants a CDD the authority to “prescribe, fix, establish, and collect rates, fees, rentals, or other charges...for the facilities and services furnished by the district, within the limits of the district...” That Section states that the fees shall not be adopted until all interested persons have the opportunity to be heard concerning the proposed fees at a public hearing. § 190.011(10)(2), Fla. Stat. “Notice of such public hearing setting forth the proposed schedule or schedules of rates, fees, rentals, and other charges shall have been published in a newspaper in the county and of general circulation in the district at least once and at least 10 days prior to such public hearing.” *Id.*

The Legislature also requires that these fees “be just and equitable and uniform for users of the same class” and may be based on a number of factors as determined by

the Board on an equitable basis. *Id.* at (3). Finally, the fees must be “at least sufficient...(a) to provide for all expenses of operation and maintenance of such facility or service,” to cover any bonds and interest for which the revenues have been pledged, and to provide for any funds that may be required to be issued under a resolution authorizing the issuance of bonds. *Id.* at (4)(a)-(c).

Therefore, the District has authority to enter into leases with individual residents for lots contained within the recently acquired parking facility. However, the fees for such rentals must be set by resolution adopted at a publicly noticed hearing and specific advertisement of the hearing and the proposed fees must be published at least once in a newspaper of general circulation at least ten (10) days prior to the hearing.<sup>2</sup> The fees must also be equitable and at least sufficient to cover the operation of the facility.

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<sup>2</sup> A draft Resolution and proposed advertisement including proposed fees set at the same rates as those currently charged by the HROA are included as Attachment B.

# ATTACHMENT A

**BOARD OF COUNTY COMMISSIONERS OF  
OSCEOLA COUNTY**

**ORDINANCE NO.: 00-16**

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

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

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

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

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

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

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

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

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

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

**SECTION ONE: AUTHORITY FOR ORDINANCE**

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

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

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

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

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

**SECTION THREE: STATUTORY PROVISIONS**  
**CONSTITUTING THE CHARTER DISTRICT**

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

**SECTION FOUR: CONFLICT AND SEVERABILITY**

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

**SECTION FIVE: EFFECTIVE DATE**

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

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

County, Florida, this 11<sup>th</sup> day of September, 2000.

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

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

ON September 14, 2000. (Thursday)

BY Paula J. Carpenter  
DEPUTY CLERK OF THE BOARD

By: My. Arrington  
Chairman

**ATTEST**

By: Kelly A. Mueller  
Clerk/Deputy Clerk





BOARD OF COUNTY COMMISSIONERS  
OSCEOLA COUNTY, FLORIDA

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

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

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

1. Petitioner has its District offices located at 610 Sycamore Street, Suite 140, Celebration, Florida 34747, and its Chairman of the Board of Supervisors is Gregory S. Butterfield and its Manager is Severn Trent Environmental Services.

2. The land area within which the special powers herein petitioned for are to be exercised is within the boundaries and jurisdiction of the County as provided in County Ordinance No. 00-05, establishing the District, as adopted by the County on the 28<sup>th</sup> day of February, 2000, and attached hereto as Exhibit "1."

3. The Petition for Establishment, attachments, "white papers" and workshop information as well as county staff and commission review addressed the potential exercise by the

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

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

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

**WHEREFORE**, Petitioner respectfully requests the County to:

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


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

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

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

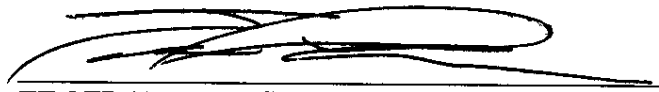
B. Thereafter, to grant this Petition and adopt an ordinance or resolution consenting to the exercise of the certain special powers as petitioned by the District.

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

  
FOR

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



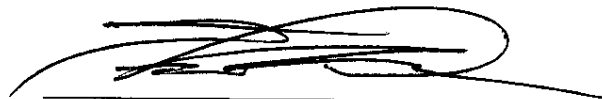
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TIM FRANKIN, ESQ.  
Florida Bar I.D. No.: 172464

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

**CERTIFICATE OF SERVICE**

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



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TIM FRANKLIN, ESQ.

BOARD OF COUNTY COMMISSIONERS OF  
OSCEOLA COUNTY, FLORIDA

ORDINANCE NO.00-05

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

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

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

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

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

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

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

FILED

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

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

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

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

area proposed to be serviced by the District;

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

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

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

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

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

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

SECTION ONE: DISTRICT NAME

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

SECTION TWO: AUTHORITY FOR ORDINANCE

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

SECTION THREE: ESTABLISHMENT OF DISTRICT

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

SECTION FOUR: DESIGNATION OF INITIAL BOARD MEMBERS

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

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

SECTION FIVE: STATUTORY PROVISIONS CONSTITUTING  
THE UNIFORM CHARTER DISTRICT

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

SECTION SIX: CONFLICT AND SEVERABILITY

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

SECTION SEVEN. EFFECTIVE DATE

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

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

ROBERT GUEVARA

MARY JO ARRINGTON

KEN SHIPLEY

KEN SMITH

CHUCK DUNNICK

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

ATTEST:  
PAULA CARPENTER, CLERK

By: Paula J. Carpenter  
Paula Carpenter, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF OSCEOLA COUNTY, FLORIDA

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

APPROVED AS TO FORM

By: Kate Payne  
Kate Payne, Deputy Co. Attorney



(STATE OF FLORIDA)  
(COUNTY OF OSCEOLA)

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

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

By: Paula J. Carpenter

Clerk, Board of County Commissioners, Osceola County.

STATE OF FLORIDA

COUNTY OF OSCEOLA

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

FILED

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

By: Paula J. Carpenter

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



A black and white copy of this document is not official

# STATE OF FLORIDA DEPARTMENT OF STATE

## Division of Elections

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

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



*Katherine Harris*

Secretary of State

DSDE 99 (1-99)

March 24, 2000

Harmony C.D.D.

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

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

#### **FOURTEEN ORDER OF BUSINESS**

#### **Authorization to Petition the County For Additional Powers**

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

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

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

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

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

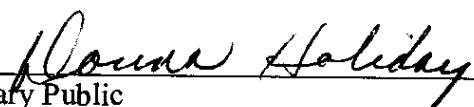
1. My name is Gary Moyer. I am employed by the Manager of the Harmony Community Development District ("District"), Severn Trent Environmental Services ("Manager"). In my capacity as an employee to Manager, I am chiefly responsible for the District.
2. I was involved in the creation and establishment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

  
Gary Moyer, for District Manager

STATE OF FLORIDA  
Broward COUNTY

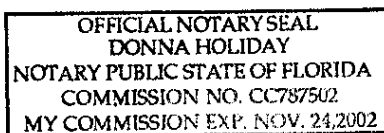
SWORN TO AND SUBSCRIBED before me this 24 day of July, 2000, by Gary Moyer, for District Manager.

Personally known ✓  
Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

  
Notary Public

My commission expires:

DONNA Holiday  
(Printed Name of Notary Public)



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

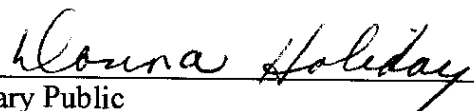
1. My name is Gary Moyer. I am a Financial Co-Consultant for the Harmony Community Development District ("District")
2. I was involved in the creation and establishment of the District.
3. I reviewed the potential exercise by the District of all of its charter powers, including the special powers in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

  
\_\_\_\_\_  
Gary Moyer, as District Financial Co-Consultant

STATE OF FLORIDA  
Broward COUNTY

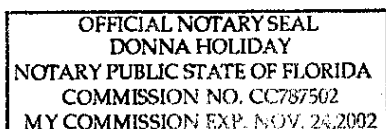
SWORN TO AND SUBSCRIBED before me this 24 day of July, 2000, by Gary Moyer, as District Financial Co-consultant.

Personally known ✓  
Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

  
\_\_\_\_\_  
Notary Public

My commission expires:

Donna Holiday  
\_\_\_\_\_  
(Printed Name of Notary Public)



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

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

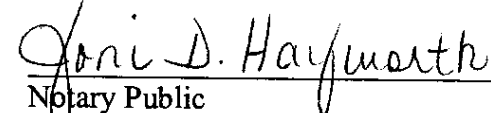
  
Rhonda Archer, as District Financial Co-Consultant

STATE OF FLORIDA  
BROWARD COUNTY

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

Personally known ☒  
Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_


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

  
Notary Public  
JONI D. HAYWORTH  
(Printed Name of Notary Public)



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

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

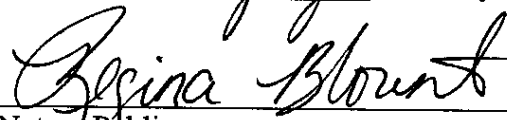
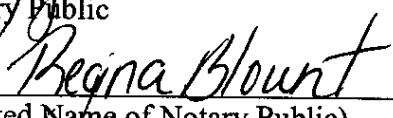
  
\_\_\_\_\_  
H. Douglass Miller, P.E., as District Planner

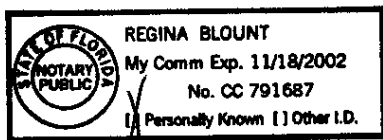
STATE OF FLORIDA  
Orange COUNTY

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

Personally known X  
Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

My commission expires: 11/18/2002

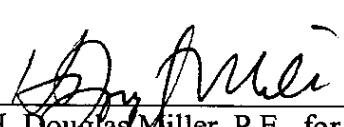
  
\_\_\_\_\_  
Notary Public  
  
\_\_\_\_\_  
(Printed Name of Notary Public)





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

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

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

STATE OF FLORIDA

Orange COUNTY

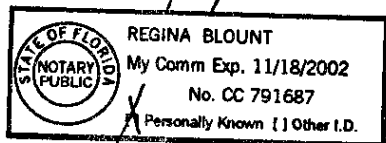
SWORN TO AND SUBSCRIBED before me this 17<sup>th</sup> day of July, 2000, by H. Douglas Miller, P.E., for District Engineer.

Personally known X  
Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

My commission expires: 11/18/2002

  
Notary Public

Regina Blount  
(Printed Name of Notary Public)



# Attachment B

**NOTICE OF PUBLIC HEARING:**

The Harmony Community Development District is conducting a public hearing pursuant to Section 190.035(2), Florida Statutes, for the purpose of hearing public comment on the District's fixing of rental fees for leases in the parking facility recently conveyed to the District. The proposed fees are as follows:

<b>Lot Type</b>	<b>Rental Rate</b>
Small Lot	\$25.00 (annual)
Medium Lot	\$50.00 (annual)
Large Lot	\$100.00 (annual)
RV Lot	\$35.00/month plus sales tax

The public hearing will be conducted at the Harmony Golf Preserve Clubhouse located at 7251 Five Oaks Drive, Harmony, Florida, on June 28, 2018 at 6:00 P.M. or soon thereafter.

**RESOLUTION 2018-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
THE HARMONY COMMUNITY DEVELOPMENT  
DISTRICT FIXING FEE SCHEDULE FOR LEASE OF  
PARKING FACILITIES; PROVIDING A SEVERABILITY  
CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

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

**WHEREAS**, Chapter 190, Florida Statutes, authorizes the District to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, land containing certain parking facilities was conveyed to the District on February 15, 2018 via special warranty deed; and

**WHEREAS**, Section 190.012(d)2., Florida Statutes, authorizes the District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures for parking improvements; and

**WHEREAS**, Section 190.011(8), Florida Statutes, authorizes the District to lease to any person District facilities to carry out the purposes authorized under Chapter 190, Florida Statutes; and

**WHEREAS**, Sections 190.011(10) & 190.035, Florida Statutes, authorize the District to prescribe and collect fees or rental charges for the facilities and services furnished by the District; and

**WHEREAS**, the District desires to fix rental fees for leases of the parking facilities as attached hereto as Exhibit “A”; and

**WHEREAS**, the District continues to find that the imposition of rental fees for the utilization and lease of the District parking facilities is necessary and reasonable in order to provide for the expenses associated with the operation and maintenance of the parking facilities; and

**WHEREAS**, the rental fee schedule attached hereto as Exhibit “A” incorporated herein by reference, is for immediate use and application, having been adopted after having held a public hearing before the Board of Supervisors on May 31, 2018.

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

**SECTION 1.** The above recitals are true and correct and incorporated herein by reference.

**SECTION 2.** The Fee Schedule for lease and use of District parking facilities set forth on attached Exhibit “A” is hereby adopted pursuant to this Resolution. This Fee Schedule shall stay in full force and effect until such time as the Board of Supervisors may amend this Fee Schedule in accordance with Chapter 190, Florida Statutes.

**SECTION 3.** District staff has provided notice to the general public in accordance with Section 190.035(2), Florida Statutes, and scheduled a Public Hearing before the Board of Supervisors.

**SECTION 4.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 5.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 31<sup>st</sup> day of May 2018.

ATTEST:

**HARMONY COMMUNITY  
DEVELOPMENT DISTRICT**

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Robert Koncar  
District Manager

---

Steven Berube  
Chairman

**6B.ii.**

Case Number: CACE-18-010640 Division: 03  
Filing # 71930844 E-Filed 05/10/2018 08:09:52 AM

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

THE DAVEY TREE EXPERT COMPANY, CASE NO.:  
a foreign corporation,  
Plaintiff,

vs.

HARMONY COMMUNITY  
DEVELOPMENT DISTRICT,  
Defendant.

*[Signature]*  
Certified Process Server - J Lee Vaughn, Jr.  
2nd Judicial Circuit, Leon, Florida, ID #81

5/15/18 Time 1:40 AM

**SUMMONS**

To All and Singular the Sheriffs of said State:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the Complaint in this action on Defendant:

**HARMONY COMMUNITY DEVELOPMENT DISTRICT**

By serving its Registered Agent,  
Timothy Qualls, Esq.  
Young Qualls, P.A.  
216 South Monroe Street  
Tallahassee, FL 32301

By Serving:

- (A) The President or Vice-President, or other head of the corporation and in his absence;
- (B) The Cashier, Treasurer, Secretary or General Manager and in the absence of all of the above;
- (C) Any Director and in the absence of all of the above;
- (D) Any Officer or business agent residing in the state;
- (E) And in the absence of all of the foregoing, the Registered Agent designated by the corporation;

Each Defendant is required to serve written defenses to the Complaint or Petition on KEVIN R. JACKSON, ESQ., Plaintiff's attorney, whose address is: Law Offices of Kevin Jackson, P.A., 1136 SE 3<sup>rd</sup> Avenue, Fort Lauderdale, Florida 33316, within 20 days after service of this summons on that Defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter. If a Defendant fails to do so, a default will be entered against that Defendant for the relief demanded in the Complaint or Petition.

MAY 10 2018

WITNESS my hand and the Seal of said Court.

As Clerk



By:

*[Signature]*  
As Deputy Clerk  
BRENDA D. FORMAN



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

THE DAVEY TREE EXPERT COMPANY,      CASE NO.:  
a foreign corporation,  
Plaintiff,

vs.

HARMONY COMMUNITY  
DEVELOPMENT DISTRICT,  
Defendant. \_\_\_\_\_/

**COMPLAINT**

Plaintiff, THE DAVEY TREE EXPERT COMPANY, a foreign corporation, sues the Defendant, HARMONY COMMUNITY DEVELOPMENT DISTRICT, and in support thereof states as follows:

1. This is an action for damages which are in excess of \$15,000.00 in amount.
2. All conditions precedent to the bringing of this action have been performed or waived and Plaintiff has previously forwarded to Defendant a demand letter.
3. Plaintiff is a foreign corporation which transacts business in Broward County, Florida.
4. Defendant, HARMONY COMMUNITY DEVELOPMENT DISTRICT, is a limited special purpose governmental entity whose regional office is located at 210 N. University Dr., Coral Springs, FL 33071, Broward County, Florida.
5. Defendant has and/or does usually keep an office for transaction of its customary business at the above location in Broward County, Florida and therefore venue is proper in Broward County, Florida.

**COUNT I**  
**(BREACH OF CONTRACT)**

6. Plaintiff realleges paragraphs 1 through 5 as if set forth fully herein.
7. On or about October 1, 2016, Plaintiff and Defendant entered into an "Agreement between



Harmony Community Development District and the Davey Tree Expert Company for Landscape Shrubs/Groundcover (annuals) Services" (hereinafter referred to as "Agreement" or "Contract") whereby Plaintiff agreed to provide Defendant with landscape shrubs/ground cover services set forth within the Agreement in exchange for Defendant's agreement to pay monies for said services; a true and correct copy of the contract which shows the agreement to provide services for payment are attached hereto as Composite Exhibit "A".

8. Plaintiff is the proper party to enforce the terms of the Agreement.

9. In furtherance of the Agreement between the parties, Plaintiff provided Defendant with the landscape shrubs/ground cover services as set forth within the Agreement and Defendant received said services.

10. Defendant breached the Contract by failing to make the payment due September 1, 2017, pursuant to the agreement reached between the parties.

11. Plaintiff has been damaged in the principal amount of \$96,051.73, interest from September 1, 2017, court costs and attorney's fees.

12. Plaintiff is obligated to pay its attorneys a reasonable fee for their services.

13. The Contract provides for the payment of reasonable attorney fees and costs of collection.

WHEREFORE, Plaintiff demands judgment in the principal amount of \$96,051.73, interest from September 1, 2017, court costs and attorney's fees as provided for by the Contract entered into by the parties.

## **COUNT II** **(Unjust Enrichment)**

14. Plaintiff reaffirms and realleges all allegations as set forth above in paragraphs 1 through 5 above as set forth fully herein.

15. Plaintiff has provided the services to the Defendant and Defendant has not paid for said services. Given same, Plaintiff has conferred a benefit on said Defendant.

16. The Defendant has knowledge that a benefit was conferred upon it by the Plaintiff.
17. Defendant accepted and retained the benefit provided by the Plaintiff.
18. The circumstances as outlined above are such that it would be inequitable for the Defendant to retain the property provided by Plaintiff, without paying value thereof to Plaintiff.
19. Defendant has unjustly enriched itself at the expense of Plaintiff and should be required to make restitution of, or for, the services/benefits retained by said Defendant.
20. As no written contract exists between Plaintiff and Defendant, no adequate legal remedy exists for Plaintiff.

WHEREFORE, the Plaintiff respectfully requests entry of final judgment for damages in its favor and against Defendant in the \$96,051.73, interest from September 1, 2017 and court costs.

**COUNT III**  
**(OPEN ACCOUNT)**

21. Plaintiff realleges paragraphs 1 through 5 as if set forth fully herein.
22. Defendant owes Plaintiff amount of \$96,051.73, interest from September 1, 2017 and court costs, as reflected by the statement attached hereto as Exhibit "B".

WHEREFORE, Plaintiff demands judgment in the amount of \$96,051.73, interest from September 1, 2017 and court costs.

**COUNT IV**  
**(GOODS/SERVICES)**

23. Plaintiff realleges paragraphs 1 through 5 as if set forth fully herein.
24. Defendant owes Plaintiff the principal amount of \$96,051.73, interest from September 1, 2017 and court costs, as reflected by the statement attached hereto as Exhibit "B".

WHEREFORE, Plaintiff demands judgment in the amount of \$96,051.73, interest from September 1, 2017 and court costs.

LAW OFFICES OF KEVIN JACKSON, P.A.  
1136 SE 3rd Avenue

Fort Lauderdale, Florida 33316  
(954) 779-2272 - telephone number  
(954) 463-2301 - fax number  
filings@krjlaw.com - eService

By: 

\_\_\_\_\_  
KEVIN R. JACKSON, ESQUIRE  
FLORIDA BAR NO. 153230

---

**AGREEMENT BETWEEN HARMONY COMMUNITY DEVELOPMENT  
DISTRICT AND THE DAVEY TREE EXPERT COMPANY FOR  
LANDSCAPE SHRUBS/GROUNDCOVER (ANNUALS) SERVICES**

---

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between The Davey Tree Expert Company (the "Contractor"), whose address is Post Office Box 471237, Celebration, FL 34747, and the Harmony Community Development District (the "District"), care of the District Manager, whose address is 313 Campus Street, Celebration, Florida 34747 (hereinafter referred to collectively as the "Parties").

**SECTION I**

**Purpose of Agreement**

The purpose of this Agreement between Contractor and the District, is for the Parties to enter into an agreement for landscape shrubs/ground cover services, specifically the planting and maintenance of annuals, within the District.

**SECTION II**

**Qualifications of Contractor**

Contractor warrants and represents that it is qualified to fulfill consulting duties set forth below.

**SECTION III**

**Consideration**

1. That which induced the Parties to enter into this Agreement, in addition to the provisions of Sections I-III, which provisions are dispositive, is the fee for Contractor and the services to be received by the District, both constituting good, valuable, adequate and sufficient consideration.

2. In consideration of this Agreement and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to all of the provisions of this Agreement.

Exhibit "A"

---

## SECTION IV

### Duties

1. The duties, obligations, and responsibilities of Contractor are as follows:
  - a. Contractor shall be responsible for installation of 1,600 annuals per quarter (6,400 annuals per year) for each of the four (4) quarterly rotations in spring, summer, fall and winter at various plant beds located throughout the Service Area as outlined on the attached Service Area Map. District Manager shall be consulted prior to the removal and subsequent replacement.
  - b. All annuals shall be four-inch container-grown Grade "A" plants with multiple blooms at the time of installation. All prices should include soil amendments, mulch, labor, taxes, etc., associated with installation. All plants should be in bloom at the time of planting. Specific colors and varieties shall be mutually agreed upon prior to installation. Contractor is responsible for the spacing of seasonal plants as shown below:
    - (i) Distance away from curbs, turf lines, etc. equal to ten (10) inches
    - (ii) On Center (o.c.) spacing equal to ten (10) inches
  - c. Annual maintenance shall include dead heading once per month, pruning once per month, insect and disease control once per month and fertilization once per month.
  - d. A map outlining/designating the specific planting areas which are subject to this agreement is attached hereto as "Exhibit A" and incorporated as part of this agreement.
2. All decisions concerning compliance with the terms of this Agreement and operations under this Agreement are specifically delegated and assigned to the District Manager or her or his designee. Contractor shall relay any questions to the Field Manager.
3. Subject to the approval of the District Manager, Contractor shall:
  - a. Be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are fulfilled to the satisfaction of the District Manager.

- b. Be responsible for immediately notifying the District, through the Field Manager, of any and all issues, damage, and/or decline directly related to Contractor's scope of work.
4. Additional duties may be specified by the District Manager or its designee.

#### SECTION V

##### Duties of District

District shall pay to Contractor, without reduction or set-off, a quarterly fee equal to that amount set forth below in Section VI.

#### SECTION VI

##### Compensation

1. The District agrees to compensate Contractor a fee of \$5,068.00 quarterly (\$20,272.00 annually). A breakdown for cost of services per quarter is set forth as follows:
  - a. Plantings: \$2,208.00/per quarter
  - b. Dead heading: \$715.00/per quarter
  - c. Pruning: \$715.00/per quarter
  - d. Pest/disease control: \$715.00/per quarter
  - e. Fertilization: \$715.00/per quarter
2. Payment shall be made by the District in accordance with the Local Government Prompt Payment Act prescribed in Chapter 218, *Florida Statutes*. If payment in full is not timely made, then interest shall accrue on such unpaid amounts from the date payment was to be made at a rate of lesser of 18% per annum or the highest rate allowed under applicable law.

#### SECTION VII

##### Contractual Relationship

1. Nothing herein shall be construed as creating the relationship of employer or employee between the District/District Manager and Contractor. The District is interested only in the results to be achieved, and the conduct and control of the work to be performed will lie solely with Contractor.
2. Neither the District nor the District Manager shall be subject to any obligations or liabilities of Contractor incurred in the performance of the contract.

3. Contractor is an independent contractor and nothing contained herein shall constitute or designate Contractor as an employee of the District or the District Manager.

4. Nothing herein shall be construed as to creating an agency relationship between the District and Contractor or the District Manager and Contractor.

#### SECTION VIII

##### Term

This Agreement shall commence on October 1, 2016 and will continue through September 30, 2017, unless terminated earlier in accordance with the provisions of the agreement. At the end of the term set forth above, the District shall have the option, in its sole and absolute discretion, of extending this agreement for up to two additional one year (12 month periods).

#### SECTION IX

##### Insurance

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

- a. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
- b. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability with the District named as an additional insured, and covering at least the following hazards:
  - (i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation;
  - (ii) The District shall be named as additional insured.
- c. Employer's Liability Coverage with limits of at least \$300,000 (three hundred thousand dollars) per accident or incident.
- d. Professional Liability Insurance with limits of \$1,000,000 (one million dollars).

- e. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

#### SECTION X

##### Authorization

The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Consultant, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

#### SECTION XI

##### Assignment of Contract

1. No right or interest in this Agreement, or further formal contract, shall be assigned or delegated by Contractor without the written permission of the District.
2. Any attempted assignment or delegation by Contractor shall be void wholly, and ineffective totally, for all purposes, unless made in the conformity with this Section.

#### SECTION XII

##### Waiver

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

#### SECTION XIII

##### Termination

The performance of Services may be terminated in whole or in part by the District Manager in accordance with this provision and may be revised by the Board.



#### SECTION XIV

##### Modifications and Recordings

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

#### SECTION XV

##### Payment for Services Procedure

1. Contractor shall deliver to the District Manager an Application for Payment in such form and with such detail as the District Manager requires.
2. The District Manager on behalf of the District shall pay Contractor its fee plus additional fees in connection with Work Authorizations, if any.
3. The District, through its Manager, reserves the right to require itemized documentation to verify the amount owed as prescribed in the Application for Payment. If documentation is required to verify Contractor's Application for Payment, then payment by the District Manager on behalf of the District will take place on the 30th day of the calendar month in which both the Application for Payment and the itemized documentation are received by the District through its Manager.
4. Any change orders are discouraged and subject to District Board approval and any District change order policy.

#### SECTION XVI

##### Adjustment of Services

1. The District reserves the right to reduce any portion of Contractor's Scope of Services, or amend any work Authorization, as agreed upon by this Agreement.
2. In such event that an adjustment is deemed necessary, the District shall be entitled to a fee reduction proportionate to the negotiated Total Fee determined within this Agreement.

**SECTION XVII**

**Advertising**

1. Contractor, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the District or the name of "Harmony" (either alone or in conjunction with or as part of any other word, mark or name) in any advertising, publicity or promotion.
2. This advertising restriction shall include, but is not limited to, the express or implied endorsement by the District of Contractor's services.
3. This advertising prohibition shall extend to any use of "Harmony," or the District, in any other manner whatsoever, whether specifically mentioned above or not.

**SECTION XVIII**

**Waiver**

Any failure by the District and the District Manager to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and the District reserves the right and privilege to subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

**SECTION XIX**

**Final Payment**

1. Contractor's acceptance of the final payment under this Agreement, or the acceptance of the final payment upon early termination hereof, shall constitute a full and complete release of the District and District Manager from any and all claims of Contractor.
2. The claims upon which the District is released includes, but may not be limited by, any demands and causes of action whatsoever which Contractor may have against the District in any way related to the subject matter of this Agreement.
3. Neither the District's nor District Manager's review, approval, acceptance of payment, nor lack of payment for any of the Services required under this Agreement shall be construed as a waiver of any rights, under this Agreement or act as a waiver to any cause of action arising out of the performance of this Agreement.

4. Contractor shall be and remain liable to the District in accordance with law for all damages to the District caused by Contractor's performance, or lack of performance, of any of the Services furnished, or agreed upon, pursuant to this Agreement.

#### SECTION XX

##### Enforcement of Agreement

In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

#### SECTION XXI

##### Miscellaneous Provisions

1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be assigned, amended, modified or rescinded, unless otherwise provided in this Agreement, except in writing and signed by the Parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision is found to be invalid or alter substantially the benefits of the Agreement for either of the Parties.

2. The rights and remedies of the District provided for under this Agreement are in addition to any other rights and remedies provided by law.

3. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

4. Written notices required to be given under this Agreement shall be deemed given when received by the District through personal delivery, courier service, or certified mail delivered to all of the following addresses:

Harmony Community Development District  
Attention: Gary Moyer, District Manager  
313 Campus Street  
Celebration, Florida 34747

Young Qualls, P.A.  
216 South Monroe St.  
Tallahassee, Florida 32301  
ATTN: Timothy R. Qualls

5. Written notices required to be given under this Agreement shall be deemed given when received by Consultant through personal delivery, courier service, or certified mail delivered to all of the following addresses:

Davey Commercial Grounds Management, a  
division of The Davey Tree Expert Company  
Post Office Box 471237  
Celebration, Florida 34747  
ATTN: Rick Mansfield

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST:

HARMONY COMMUNITY DEVELOPMENT DISTRICT

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

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

THE DAVEY TREE EXPERT COMPANY, an Ohio  
Corporation

Latashua Berry - O.C.  
By: Berry

By: Rick Mansfield  
Its: Branch Manager

As authorized for execution by the Board of Supervisors of the Harmony Community Development District at its September, 2016 regular meeting.

File Edit Goto Extras Environment Settings System Help

Customer Line Item Display

Customer 2259196  
Company Code 1000  
Name HARMONY CDD  
City CORAL SPRINGS

User Name	DocumentNo	Assignment	Reference	Typ	DD	Pstng Date	Doc. Date	Amt. in loc. cur.	LCurr	Clrng doc.	Text
BEVERL	1113965064	0000141505 ✓	45011090	ZA	1	12/30/2017	12/30/2017	2,080.00	USD		SAPF103-0910548189
BEVERL	1113965065	0000141505 ✓	0910908124	ZA	1	12/30/2017	12/30/2017	2,049.90	USD		SAPF103-0910908124
BAKERL	911682454	20170901 ✓	45325659	RV	1	09/01/2017	09/01/2017	58,789.50	USD		
ZBKGNL_TR	911639244	20170819 ✓	0911639244	RV	1	08/19/2017	08/19/2017	1,980.00	USD		
SMITHKM	18778283	20160917		OA	1	07/31/2017	07/31/2017	2,028.00	USD		
ZBKGNL_SD	911468499	20170706 ✓	45192020	RV	1	07/06/2017	07/06/2017	1,308.00	USD		
ZBKGNL_SD	911468500	20170706 ✓	45192058	RV	1	07/06/2017	07/06/2017	1,168.00	USD		
ZBKGNL_SD	911468837	20170706 ✓	45025717	RV	1	07/06/2017	07/06/2017	31,194.33	USD		
SLOANH	910977168	20170310 ✓	44755662	YG	1	03/10/2017	03/10/2017	490.00	USD		
								96,051.73	USD		

9 items displayed

PRD (2) 700 SAP3 OVR

Exhibit "B"

YOUNG QUALLS, P.A.  
ATTORNEYS AND COUNSELORS AT LAW

216 South Monroe Street  
Tallahassee, Florida 32301

Reply To:  
Post Office Box 1833  
Tallahassee, FL 32302-1833

Telephone: (850) 222-7206  
Facsimile: (850) 765-4451

May 23, 2018

Harmony Community Development District Board of Supervisors

Re: District Litigation with Davey Tree Expert Company

Board of Supervisors:

We are grateful that you have retained Young Qualls, P.A. to represent the District as general counsel. We are also grateful that the District desires to engage our services to represent it in the above-referenced litigation.

The purpose of this letter is to confirm our engagement as litigation counsel and provide you with certain information concerning our fees, billing and collection policies, and other terms and conditions that will govern our relationship. We have found it a helpful practice to confirm with our clients the nature and terms of our representation.

Our engagement as litigation counsel will be terminable at will by either of us, subject to payment of all fees for services performed and costs advanced through the date of termination. These services will be rendered by myself and other attorneys who are members of this firm and who are associated with it, at an reduced hourly rate of \$200.00 or court-awarded reasonable fees, whichever is higher. However, we reserve the right to enlist other members of our firm in the performance of our relationship with you, including counsel members of our firm. Finally, in an effort to reduce legal fees, in some instances we may use paralegal and/or law clerk personnel. If at any time you should become unhappy with any aspect of our performance, please contact me immediately.

For this engagement as litigation counsel, hourly rates for attorneys will not exceed \$200.00 or court-awarded reasonable fees, whichever is higher. Our hourly rate for associate attorneys will not exceed \$125.00 or court-awarded reasonable fees, whichever is higher. Our hourly rate for paralegal and law clerk services is \$65.00 per hour.

Harmony Community Development District  
May 23, 2018  
Page 2

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Please be advised that we understand that the District may have a limited budget for legal fees and accordingly, we will do our best to work with you to ensure that you receive the best legal services in a cost-effective manner.

Attached to this letter is a summary of our firm's costs for items such as photocopying, facsimile transmission, overnight courier services, etc.

If the terms described in this letter and attachment are satisfactory to the District, please so indicate by signing off at the conclusion of this letter.

We appreciate the opportunity to work with the District in connection with this matter and we look forward to a mutually satisfactory relationship.

With kind regards,



Timothy R. Qualls, Esquire  
Young Qualls, P.A.

TRQ/srt  
Attachment

All terms and conditions as noted above are accepted and approved on this \_\_\_\_\_ day of May 2018.

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Steve Berube, Chairman  
Harmony CDD Board of Supervisors

As authorized for execution by the Board of Supervisors of the Harmony Community Development District at its May 2018 Regular Meeting.

**6Biv**



**YOUNG QUALLS, P.A.**  
**ATTORNEYS AND COUNSELORS AT LAW**

216 South Monroe Street  
Tallahassee, Florida 32301

Reply To:  
Post Office Box 1833  
Tallahassee, FL 32302-1833

Telephone: (850) 222-7206  
Facsimile: (850) 765-4451

**MEMORANDUM**

To: Harmony Community Development District Board of Supervisors

From: Young Qualls, P.A.

Date: May 23, 2018

Re: S.N.A.P. and Premises Liability

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**Question Presented**

What potential liability would the Harmony Community Development District (the District) face if it refused to allow the State Nuisance Alligator Program (SNAP)-authorized trappers to remove nuisance alligators from storm-water ponds managed by the District?

**Answer**

If the District refused to allow FWC-authorized trappers to remove an alligator which has been determined by FWC to be a “nuisance” under SNAP, the District could face liability for any harm caused by such alligator. The District can guard against such potential liability by allowing FWC-authorized trappers to remove nuisance alligators and by posting warning signs around the areas where alligators have been observed.

**Background on SNAP**

The Florida Fish and Wildlife Conservation Commission (FWC) administers the Statewide Nuisance Alligator Program (SNAP) as part of Florida’s Alligator Management

Program.<sup>1</sup> The program uses alligator trappers to remove nuisance alligators throughout the state.<sup>2</sup> Only trappers under contract with the FWC may remove or possess nuisance alligators.<sup>3</sup>

FWC has a hotline that concerned citizens may call to report a potential nuisance alligator.<sup>4</sup> The alligator must meet qualifying criteria set forth in FWC guideline to be classified as a nuisance alligator for a permit to harvest the alligator to be issued.<sup>5</sup> The FWC definition provides that a nuisance alligator be at least four feet in length and pose a threat to people or their pets or property.<sup>6</sup> An alligator less than four feet in length is generally not considered a nuisance alligator because they are naturally afraid of people and are too small to be a threat without provocation.<sup>7</sup> However, FWC will consider an alligator less than four feet to be a nuisance alligator if it approaches people, does not retreat when approached, or is found in a location that is not natural.<sup>8</sup>

Not every complaint call results in the removal of a nuisance alligator.<sup>9</sup> FWC will generally deem an alligator a nuisance when it is at least four feet in length and if it poses a threat.<sup>10</sup> In determining whether the alligator poses a threat, FWC may rely on information provided by the caller about the alligator.<sup>11</sup> In 2016, there were 16,094 SNAP

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<sup>1</sup> Statewide Nuisance Alligator Program, Florida Fish and Wildlife Conservation Commission, <http://myfwc.com/wildlifehabitats/managed/alligator/snap>.

<sup>2</sup> *Id.*

<sup>3</sup> Fla. Admin. Code R. 68A-25.003(1) (2018).

<sup>4</sup> Statewide Nuisance Alligator Program, *Id.*

<sup>5</sup> *Id.*

<sup>6</sup> *Id.*

<sup>7</sup> *Id.*

<sup>8</sup> Wildlife FAQ, Florida Fish and Wildlife Conservation Commission, [http://mygovhelp.info/FLFWC/\\_rs/\(S\(dloihnivnyk3tyaqofm2y4l5\)\)/AnswerDetail.aspx?sSessionID=&aid=151](http://mygovhelp.info/FLFWC/_rs/(S(dloihnivnyk3tyaqofm2y4l5))/AnswerDetail.aspx?sSessionID=&aid=151).

<sup>9</sup> Statewide Nuisance Alligator Program, *id.*

<sup>10</sup> *Id.*

<sup>11</sup> *Id.*

complaints received, 12,799 permits issued as a result of SNAP complaints, and 8,036 alligators harvested as a result of the SNAP permits.<sup>12</sup> These numbers demonstrate that not all “nuisance” complaints result in a permit being issued or an alligator being harvested, further demonstrating that it is FWC that makes the final determination of whether a reported alligator constitutes a “nuisance” and will be trapped and removed.

Once FWC has determined that the alligator is a nuisance alligator, it will issue a permit to a contracted trapper authorizing the removal of the alligator.<sup>13</sup> However, SNAP will not remove an alligator from private or publicly managed property without the permission of the owner or management authority.<sup>14</sup>

FWC does not relocate the nuisance alligators it removes using SNAP.<sup>15</sup> FWC gives three reasons for not relocating the animals.<sup>16</sup> The first is that the alligator population in Florida is healthy, and the removal of nuisance alligators does not have a significant impact on the state population.<sup>17</sup> The second is that relocated alligators try to return to the site of removal which creates more problems and potentially harmful interactions.<sup>18</sup> If an alligator returns, it would need to be captured again, and the second capture is often more difficult.<sup>19</sup> Third, if alligators were relocated they would need to be relocated to remote areas, and the relocation would disrupt the existing alligator population in those areas.<sup>20</sup>

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<sup>12</sup> Summary of Florida’s Nuisance Alligator Harvests from 1977 to 2016, Florida Fish and Wildlife Conservation Commission, <http://myfwc.com/media/310272/Alligator-SNAP-sum.pdf>.

<sup>13</sup> Statewide Nuisance Alligator Program, *id.*

<sup>14</sup> *Id.*

<sup>15</sup> *Id.*

<sup>16</sup> *Id.*

<sup>17</sup> *Id.*

<sup>18</sup> *Id.*

<sup>19</sup> *Id.*

<sup>20</sup> *Id.*

## Legal Analysis

Florida law does not generally require the owner or possessor of land to guard an invitee or trespasser against harm from a wild animal unless a special circumstance exists.<sup>21</sup> An owner or possessor does have a duty to guard against harm if the owner “has reduced the animals to possession [(i.e., keeping the wild animal as a pet or as an attraction)], harbors such animals, or has introduced into his premises wild animals not indigenous to the locality.”<sup>22</sup> Additionally, the Florida Supreme Court has held that “a legal duty will arise whenever a human endeavor creates a generalized and foreseeable risk of harming others.”<sup>23</sup> If a defendant’s conduct creates a “foreseeable zone of risk” there is a duty to lessen the risk or take precautions to protect others from the risk of harm.<sup>24</sup> The relevant question as to duty is whether the conduct created a foreseeable zone of risk, “not whether the defendant could foresee the specific injury that actually occurred.”<sup>25</sup> A duty to warn arises when a “landowner’s knowledge of the danger is superior to the [invitee’s knowledge].”<sup>26</sup>

Here, the District would generally not have a duty to protect against harm from wild animals. Alligators are indigenous to Florida, and the District has not reduced the alligator to possession, *i.e.*, kept it as a pet or attraction. However, the District may be considered to be harboring the alligator if the District were to prevent an FWC-contracted trapper from

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<sup>21</sup> *Palumbo v. State Game & Fresh Water Fish Comm’n*, 487 So.2d 352, 353 (Fla. 1st DCA 1986); *Wamser v. St. Petersburg*, 339 So. 2d 244, 246 (Fla 2nd DCA 1976).

<sup>22</sup> *Wamser*, 339 So. 2d at 246.

<sup>23</sup> *McCain v. Fla. Power Corp.*, 593 So. 2d 500, 503 (Fla. 1992).

<sup>24</sup> *Id.*

<sup>25</sup> *Id.* at 504.

<sup>26</sup> *St. Joseph’s Hosp. v. Cowart*, 891 So. 2d 1039, 1042 (Fla. 2nd DCA 2004).

removing an alligator after FWC has determined that the alligator is a nuisance. If a court found that the District was harboring the alligator, the District would have a duty to guard an invitee or trespasser against harm from that alligator. If the District failed to do so, it would face potential liability for any harm caused by the alligator.

Even if a court determined that the District was not harboring the alligator, the District could still face liability based on the District's knowledge of the potential harm on its property, *i.e.*, a foreseeable zone of risk.<sup>27</sup> To determine whether a foreseeable zone of risk exists, a court would look at the District's knowledge of the alligator's presence, the foreseeability that the alligator would attack, and the sufficiency of the District's knowledge of danger to give rise to a duty to warn.<sup>28</sup> Here, if someone made a complaint about a nuisance alligator and FWC notified the District of the same and asked for permission to remove it, the District would have knowledge that there was a nuisance alligator on its property which, in FWC's opinion and experience, would pose a threat to people, pets, or property. This would likely constitute sufficient knowledge and creation of a foreseeable zone of risk, which would place the District under a duty to lessen the risk of harm or take precautions to protect others from the risk of harm.<sup>29</sup>

Allowing the FWC-authorized trapper to remove the alligator would eliminate the risk of harm as posed by that specific alligator. The District could also place warning signs in areas where alligators have been sighted or would be expected. These signs would lessen the overall risk by placing anyone in the area on notice of the existence of the alligators and the potential for harm. By taking these two steps, the District will have

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<sup>27</sup> See, e.g., *Simmons v. Florida Dep't of Corr.*, 2015 WL 3454274, at \*5 (M.D. Fla. May 29, 2015); *St. Joseph's Hospital v. Cowart*, 891 So. 2d 1039, 1040-42 (Fla. 2d DCA 2004).

<sup>28</sup> See generally, *id.*; see also, e.g., *Carlson v. State*, 598 P.2d 969, 975 (Alaska 1979).

<sup>29</sup> *McCain*, 593 So. 2d at 503.

fulfilled its duty to protect and warn Harmony residents and visitors from any potential harm caused by the alligators

For example, a court in Georgia found that an HOA was not liable when an alligator attacked and killed a person in a residential community when the HOA had a widely publicized policy of removing large and aggressive alligators and had provided its residents with frequent warnings regarding the dangers posed by alligators to humans and pets.<sup>30</sup> More recently in 2016, an alligator in one of the lakes at a Disney resort killed a two-year old that was playing near the shore.<sup>31</sup> The resort had "No swimming" signs but the signs did not warn about presence of alligators.<sup>32</sup> The toddler was not swimming, just playing on the lakeshore in an area that Disney had designed as a beach and placed seating encouraging guests to enjoy.<sup>33</sup> When the news broke, legal experts opined that a lawsuit could be successful because of the lack of signage/warnings, the fact that Disney was aware of the presence of alligators in the lakes due to prior sightings and frequent removals, and the fact that there was an open permit system available for the removal of the alligators.<sup>34</sup> Disney swiftly put up warning signs and apparently beefed up their policies regarding monitoring for presence of gators and requesting removal.<sup>35</sup> The

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<sup>30</sup> *Landings Ass'n, Inc. v. Williams*, 291 Ga. 397 (2012).

<sup>31</sup> Brady Dennis & Darryl Fears, *Legal Experts: Did Disney do enough to warn its guests about alligators?*, (June 15, 2016), available at: [https://www.washingtonpost.com/news/post-nation/wp/2016/06/15/legal-experts-did-disney-do-enough-to-warn-its-guests-about-alligators/?utm\\_term=.b4863e45e399](https://www.washingtonpost.com/news/post-nation/wp/2016/06/15/legal-experts-did-disney-do-enough-to-warn-its-guests-about-alligators/?utm_term=.b4863e45e399).

<sup>32</sup> *Id.*

<sup>33</sup> See Jennifer Bratt, *Here's where Lane Graves was standing when the gator attacked*, (Nov. 3 2017), available at <http://buzz.blog.ajc.com/2016/06/16/heres-where-lane-graves-was-standing-when-the-gator-attacked/>.

<sup>34</sup> Dennis & Fears, *supra*.

<sup>35</sup> Elliot C. McLaughlin, Steve Almasy & Catherine E. Shoichet, *Disney alligator attack" Resort to add warning signs, source says*, (June 16, 2016), available at: <https://www.cnn.com/2016/06/16/us/alligator-attacks-child-disney-florida/index.html>.

parents did not sue but it is believed that Disney may have entered into an undisclosed settlement with them.<sup>36</sup>

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<sup>36</sup> Naomi Schaefer Riley, *The parents who didn't sue Disney taught America a powerful lesson*, (July 23, 2016), available at <https://nypost.com/2016/07/23/the-parents-who-didnt-sue-disney-taught-america-a-powerful-lesson/>.

**6C.**



**6Ci.**

Agenda Page 110

**April-May 2018**  
**Field Operations Report**

**Facility / Park Maintenance Activities**

- Routine cleaning activities – Including restrooms, trash and doggie potty removal.
- Inspected facilities for cleanliness and/or damage after each scheduled event.
- Routine check on Play areas for safety and wasp nests.
- Continuing pressure washing project.
- CDD has added 2 dog potty bins at South Lake, Oak Mark, and Sagebrush.
- Paving project Dog Park still pending as of this date.
- Repaired bench at boardwalk Buck Lake.
- Repaired splash pad center piece fountain.

**Ponds**

- See Ponds report.

**Irrigation**

- All Clocks inspected & adjusted as needed.
- Added 2 Rotors in dry area Buck Lane.
- MaxiComm fully functional.

**Pools Operations**

- Pools checked, chemically balanced and cleaned daily.
- Repaired leaking housing at Ashley Park pool pump area

**Boat Maintenance**

- All propellers weekly checked and cleaned.
- Replaced Troller motor on 18ft bass boat.

**Buck Lake Activities**

- Boat Orientation held at the Dock, 16 attended.

**Access Cards**

- Approximately 43 ID cards have been made this month.

End of report

**6C.ii.**

## Gerhard van der Snel

[illegible]

Page 2 of 3  
Agenda Page 113[illegible]

Page 3 of 3  
Agenda Page 114

[illegible]

**6C.iii.**

April/ May 2018  
Facebook Report

- On April 14<sup>th</sup>:** A resident had a concern on tree trimming project in Estates.  
– Advised resident that project is still on-going.
- On April 18<sup>th</sup>:** A resident had a concern a dog would get strangled because of a low hanging strap in the small dog park.  
– CDD staff tightened the strap.
- On April 25<sup>th</sup>:** A resident had a concern on the release water pipe that runs on Clay Brick Rd.  
– Advised resident that this is normal.
- On May 1<sup>st</sup>:** A resident had a question about measurement requirements for “For Sale” signs on private property.  
– Referred the resident to the HROA.
- On May 1<sup>st</sup>:** A resident asked who controls the swim lessons.  
– Referred the resident to the School district.
- On May 13<sup>th</sup>:** A resident reported a sprinkler broken at Cupseed / Bluestem.  
– CDD staff responded.

End of report.



**6C.iv.**

# May 2018 Harmony CDD Monthly Pond Report

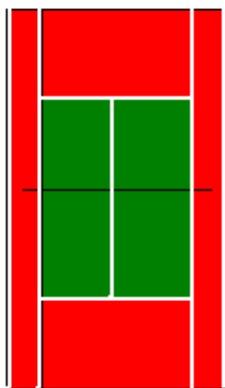
Pond #	Name	Acres	Duckweed	Algae	Cattail	Pennywort	Grasses	Spartanlock	Remarks	Treatment Plan
<b>Map Quickview, click here Internet access not required</b>			<b>SEVERITY:</b> <b>L1=minimal L2=moderate</b> <b>L3=significant L4=extreme</b> <b>Blank = indicates non-issue.</b>							* Se Clear G-Algae * Komeen Crystals-Hydrilla * SonarOne-Hydrilla * Diquat-Lateral plants
<b>Map Links Below Require Internet</b>										
1	H-1	1.4							Trash clean up	
2	H-1	1.0		L2	L1				Trash clean up	
3	H-1	2.3							Trash clean up	
4	H-2	3.7		L2			L2			
5	Cherry Hill	2.8		L2					Trash clean up/Algae	Copper-100 gal.
6	S. Long Pond	3.1					L2		Trash clean up	
7	N. Long Pond	3.1					L2		Trash clean up	
8	Dog Park Tr.	3.5		L1					Trash clean up	
9	Dog Park Tr.	1.0							Trash clean up	
10	Dog Park	3.0								
11	Estates N.	1.8		L2					Trash clean up	
12	Estates S.	1.7		L1					Trash clean up	
13	Golf Course	1.5		L2						
14	Golf Course	1.5		L2						
15	Golf Course	4.0		L2						
16	Golf Course	3.4		L2						
17	Golf Course	1.4		L2						
18	Golf Course	2.0		L2						
19	Golf Course	5.3		L2						
20	Golf Course	3.5								
21	Golf Course	2.3		L2						
22	Golf Course	3.2		L3						
23	Golf Course	2.0		L3						
24	Golf Course	2.0		L3						
25	Golf Course	0.5		L1						
26	Golf Course	0.7								
27	Golf Course	0.7								
28	Golf Course	1.3								
29	Golf Course	1.2		L2						
30	Golf Course	2.3								
31	Golf Course	1.1								
32	Golf Course	2.0								
33	W. Lake	1.3		L2			L2			
34	W. Lake	0.0							Future pond, not active	
35	W. Lake	0.0							Future pond, not active	
36	N. Lake	0.0							Future pond, not active	
37	E. Lake	3.0							No treatment required	New pond
38	E. Lake	0.5							No treatment required	New pond
39	S. Lake	3.3							No treatment required	New pond
40	S. Lake	1.4							No treatment required	New pond
41	S. Lake	2.3							No treatment required	New pond
42	S. Lake	5.2							No treatment required	New pond
43	Waterside	3.0								
44	DOT	6.0								
45	DOT	3.6								
46	DOT	2.0		L3			L2		Trash clean up	
47	Maintenance	0.4								

<b>TOTAL ACRES</b>	102.3	Total size (in acres) of all ponds combined
<b>AVG. TREATED ACRES</b>	20.5	Average treated pond area is roughly 20%

**Additional Notes:** Pond #5: No visible indication of hydrilla.  
Pond #43: Hydrilla once again in a state of regression.  
Notable decline taking place as a result of time  
released herbicide still active in water column.

**6C.v.**

**6C.v.a**

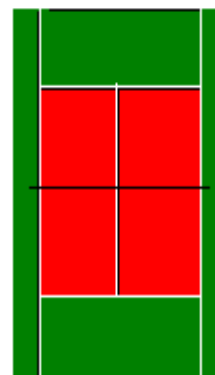


## Stewart Tennis Courts & Fencing, Inc.

723 12<sup>th</sup> Street East  
Bradenton, FL 34208  
Office: 941-746-7718  
Fax: 941-746-7116  
1-800-232-3490

[Matt.stewarttennis@gmail.com](mailto:Matt.stewarttennis@gmail.com)

CBC1252242



Harmony CDD  
3300 Schoolhouse Road  
Harmony, FL 34773  
Attn: Gerhard  
PH: 407-301-2235  
Email: [gerhardharmony@gmail.com](mailto:gerhardharmony@gmail.com)

### Scope of work on 1 Basketball court

**Cleaning:** Court to be cleaned of all trash, sand and debris.

**Cracks:** No cracks will be repaired as most of them are expansion joints.

**Surface coats 1 & 2:** Two coats of acrylic Resurfacer along with silica sand will be applied to Entire surface. This will smooth out surface irregularities and blemishes. These are Filler coats.

**Coats 3 & 4:** Two coats of color concentrate along with silica sand to entire court. These coats are for wear and texture. Color will be customer choice.

**Playing lines:** 2-inch white playing lines will be applied according to ABBA standards.

**Guarantee:** This surface comes with a 1 yr. guarantee against unusual fading. These are expansion joints, and we cannot seal or fill them as they need to be active.

**If weather is colder than 50 degrees and our rain chances are 50% or higher we choose if we work that day or period!!**

**Price: \$4,800.00**  
**TO BE PAID UPON COMPLETION**

**Will request payment upon completion of this phase**  
**Proposal prepared by Matthew a Knopf April 17, 2018**

### **ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are here by accepted. ST&F can proceed with the above agreed upon Scope of work.

ACCEPTING SIGNATURE: \_\_\_\_\_DATE: \_\_\_\_\_









**6C.v.b**



**ESTIMATE**

Estimate #4436

Date: May 7, 2018

1742 S. Woodland Blvd., Ste. 217  
Deland, FL 32720

Terms: 50% deposit  
Balance upon completion

Name/Address/Phone

Harmony Community Development District  
3300 Schoolhouse Road  
Harmony, FL  
Attn: Gerhard 407/301-2235  
gerhardharmony@gmail.com

Note: Estimate is valid for 30 days

Job Description	Unit Price	Total
Basketball Court – approximately 60 x 90: <ul style="list-style-type: none"> <li>• machine sand surface</li> <li>• patch cracks</li> <li>• apply one coat of acrylic latex resurfacer</li> <li>• apply two coats of acrylic latex color</li> <li>• line court to regulation specifications</li> </ul>		\$ 4,800.00
Court is unlevel in several areas on one side of court due to improperly leveling when constructed. It may not be possible to entirely level; however we will try to grind surface, applying leveling materials and if necessary etch small grooves to let water run off.		
Resurfacer and paint has sand mixed in for grip.		
One year warranty and materials and workmanship		



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	<b>Caple Howden Insurance Agency, Inc.</b> <b>10222 E. Colonial Dr.</b> <b>ORLANDO, FL 32817</b> <b>License #: A124292</b>	CONTACT NAME:	LORETTA POLLMAN	
		PHONE (A/C, No, Ext):	(407)657-8808	FAX (A/C, No):
		E-MAIL ADDRESS:	lpollman@howdeninsurance.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:	NATIONWIDE INSURANCE COMPANY OF AMERICA PKG	25453
		INSURER B:	Nationwide Insurance Company	25453
		INSURER C:	Allied Property & Casualty Ins. Co.	42579
		INSURER D:		
		INSURER E:		
		INSURER F:		

INSURED

**CROSS COURT RESURFACING, INC.**  
**CATHY RITCHEY**  
**4250 ALAFAYA TRL STE 212-237**  
**OVIDO, FL 32765-9412**

## COVERAGES

CERTIFICATE NUMBER: 00000000-1946207

REVISION NUMBER: 117

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	ACPLGLZ05945130582	09/21/2017	09/21/2018	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		ACPBZ5964699559	09/21/2017	09/21/2018	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	ACPCAP5925130582	09/21/2017	09/21/2018	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ <b>1,000,000</b> \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is additional insured when required by contract

## CERTIFICATE HOLDER

## CANCELLATION

- For Bid Purposes Only -

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Caple Howden*

(LXP)

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# CERTIFICATE OF LIABILITY INSURANCE

Agenda Page 127

DATE (MM/DD/YYYY)

03/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Winchester Insurance, Inc 1425 W. Broadway (S.R. 42) P.O. Box 620969 Oviedo FL 32762	<b>CONTACT NAME:</b> Maureen F Wentworth	<b>FAX (A/C. No.):</b> (407) 366-0031	
	<b>PHONE (A/C. No. Ext):</b> (407) 365-5656	<b>E-MAIL ADDRESS:</b> maureen@winchesterinsurance.com	
<b>INSURED</b> Cross Court Resurfacing Inc 1742 S. Woodland Blvd. Suite 217 Deland FL 32720-	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: FCBI		31259
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB  DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A	10648963	02/09/2018	02/09/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

AI 007801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

- For Bid Purposes Only -

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**6C.v.c**



7011 Wilson Rd.  
West Palm Beach FL 33413  
561-964-2001 | Fax: 561-964-5009  
[www.sportsurfaces.com](http://www.sportsurfaces.com)

May 9, 2018  
Harmony CDD  
7360 Five Oaks Dr  
Harmony, FL 34773

Mr. van der Snel,

Thank you for the opportunity to bid on the resurfacing of the basketball court at Harmony CDD.

Here at Sports Surfaces, we believe that the key to successful business is having the right product/service at the right time, offering the best quality for the lowest price. We are continually striving to be the most innovative, creative, service minded company in the tennis industry.

We have over 100 years of combined experience and our highly skilled technicians are trained to perform all phases of athletic court construction, resurfacing and maintenance.

Sports Surfaces has installed top quality athletic courts right in your neighborhood and all over the world. Our Company has a long list of satisfied customers ranging from private clubs to large public athletic facilities.

In addition, we carry a full line of sport court equipment, accessories and lighting products

Please let us know if you have any questions or comments. For more detailed information about our services and products, please visit our web page at [www.sportsurfaces.com](http://www.sportsurfaces.com)

We look forward to hearing from you and the possibility of doing business with you. Our reputation and work history guarantee you have made the right decision.

Sincerely,

*Theo Strauss*

Estimator – Sports Surfaces LLC





7011 Wilson Rd.  
 West Palm Beach FL 33413  
 561-964-2001 | Fax: 561-964-5009  
 www.sportsurfaces.com

## PROPOSAL/AGREEMENT

May 9, 2018

### CUSTOMER

Harmony CDD  
 7360 Five Oaks Dr  
 Harmony, FL 34773

### JOB SITE

Harmony CDD Park  
 3300 Schoolhouse Rd  
 Harmony, FL 34773

**Agreement made between Sports Surfaces LLC hereinafter called the Contractor, and Harmony CDD, hereinafter called the Customer, for the resurfacing of a basketball court with respect to the following terms and specifications:**

### **BASKETBALL COURT PREPARATION: Area to be approximately: 60' x 90'**

The Contractor will machine sand power blow court as necessary to remove loose dirt, mildew and oil.  
 The Contractor will flood court to locate depressions holding water greater than 1/16" after 1 hour drying time in sunlight.  
 The Contractor will fill depressions using acrylic patch binder.  
 The Contractor will fill asphalt cracks using acrylic crack filler prior to surfacing. (Expansion joints are not to be filled.)  
 Note: court must have a minimum of 1% slope in one plane to guarantee removal of water.

### **BASKETBALL COURT SURFACING: SPORTMASTER ACRYLIC SURFACING SYSTEM**

The Contractor will apply (1) **Coat of Acrylic Resurfacer** over the court area to fill voids and provide a uniform surface.  
 The Contractor will apply (2) **Coats of Acrylic Color** (two-tone) to provide in depth color and texture to the court surface.

**Overall court color choice** \_\_\_\_\_ **Key color choice** \_\_\_\_\_

The Contractor will accurately locate and mark playing lines on the court surface.  
 The Contractor will apply striping tape using taping machine for pinpoint accuracy.  
 The Contractor will seal the tape to eliminate bleeding of line paint onto the court surface outside of the playing lines.  
 The Contractor will accurately locate, mark, and paint 2" basketball playing lines in accordance with high school regulations using white textured heavy bodied acrylic latex paint.  
 The Contractor shall thoroughly and expediently clean up all drums, trash, etc. upon job completion.

### **CONDITIONS:**

The Customer will furnish stable access to site for equipment and material and provide a clean water supply and electrical feed at job site within 100' for construction use. The owner shall be responsible for seeing that all landscaping, grass, and shrubs outside the court perimeter be lower than the court surface to aid in proper drainage.  
 Unless otherwise specified, replacement of root damaged asphalt is not included. Should our field technician discover such asphalt damage, repairs will be authorized by the customer prior to the commencement of repair work. The Contractor accepts no responsibility for acts by anyone at job site except for those sub-contracted or employed by Sports Surfaces LLC.  
 The Customer shall keep all sprinkler systems off during resurfacing work and for 1 day following the completion of work. Damage due to sprinkler system are billed as additional expense to owner.

### **GUARANTEE:**

The Contractor guarantees all work against defects in workmanship or materials for a period of (2) year from date of completion. This guarantee excludes Normal wear and tear, physical abuse or neglect and any other conditions beyond the contractor's control, such as sub-base settling, cracks, hydrostatic pressure or water vapor pressure bubbles, intrusion of weeds or grass, etc. Existing cracks may reappear at any time. Proper tennis shoes must be worn on court. Some sneakers, street shoes, dark soled shoes, skateboards, roller blades, etc. will scuff and damage surface. Guarantee shall become void upon owner's failure to adhere and comply with the schedule of payments.



7011 Wilson Rd.  
West Palm Beach FL 33413  
561-964-2001 | Fax: 561-964-5009  
www.sportsurfaces.com

May 9, 2018  
Harmony CDD  
7360 Five Oaks Dr  
Harmony, FL 34773

**PROVISIONS:**

The Customer agrees to pay a 50% deposit upon acceptance of proposal  
The Customer agrees to pay balance upon completion of the above-proposed work.

**CREDIT:**

If the Customer does not pay as agreed upon, the Contractor shall have the right to file a lien against the real estate for the full amount of the work done. No further work shall be accomplished if installment payments are not made at the time specified. Interest of 1 ½ % per month will be charged on accounts past due

**FEE:**

The Contractor agrees to provide tools, materials, labor, supervision and insurance to complete the above work for a sum of:  
\*\*\*\*FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500.00)\*\*\*\*

Respectfully submitted by: Theo Strauss Title Estimator  
Theo Strauss - Sports Surfaces LLC.

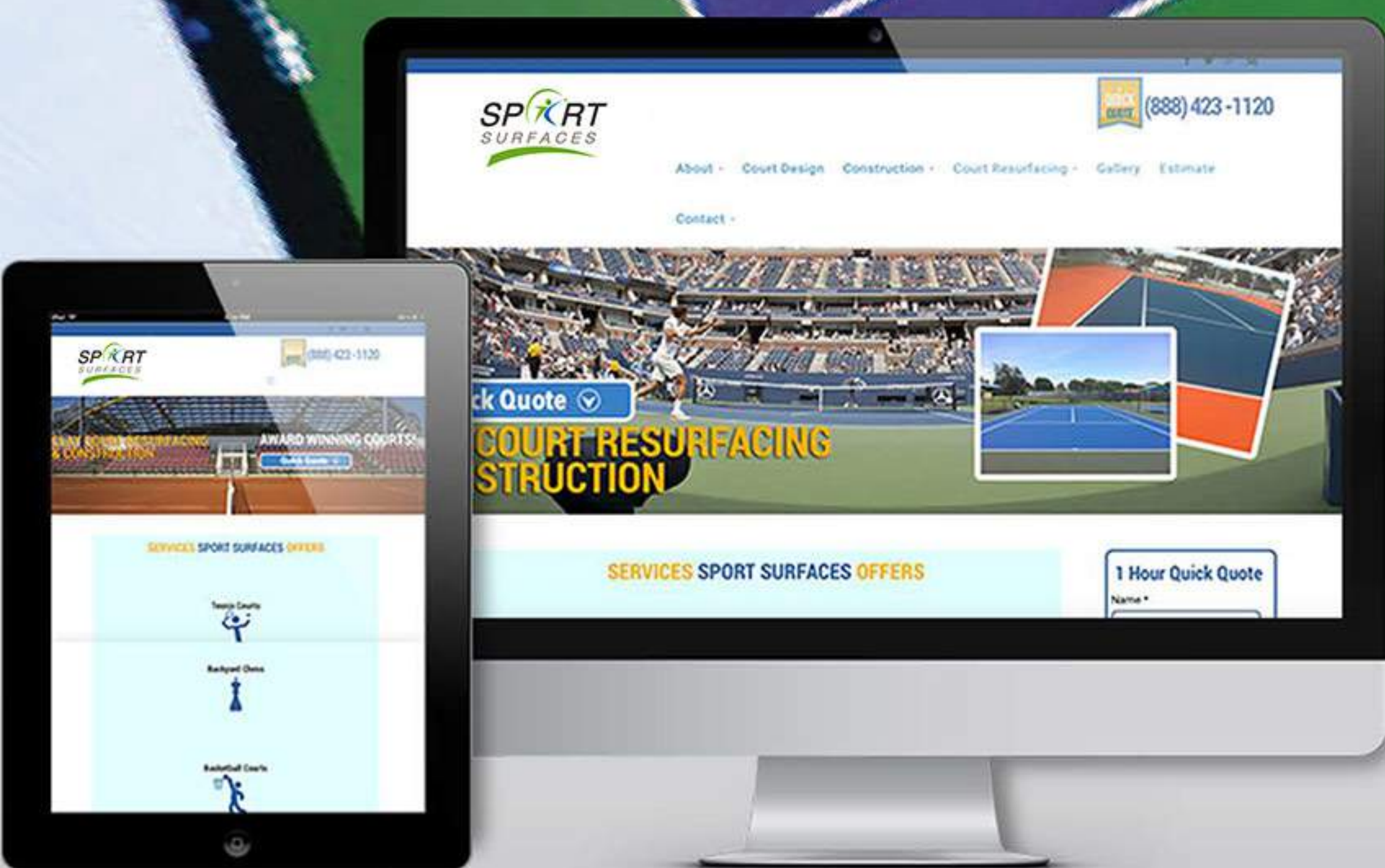
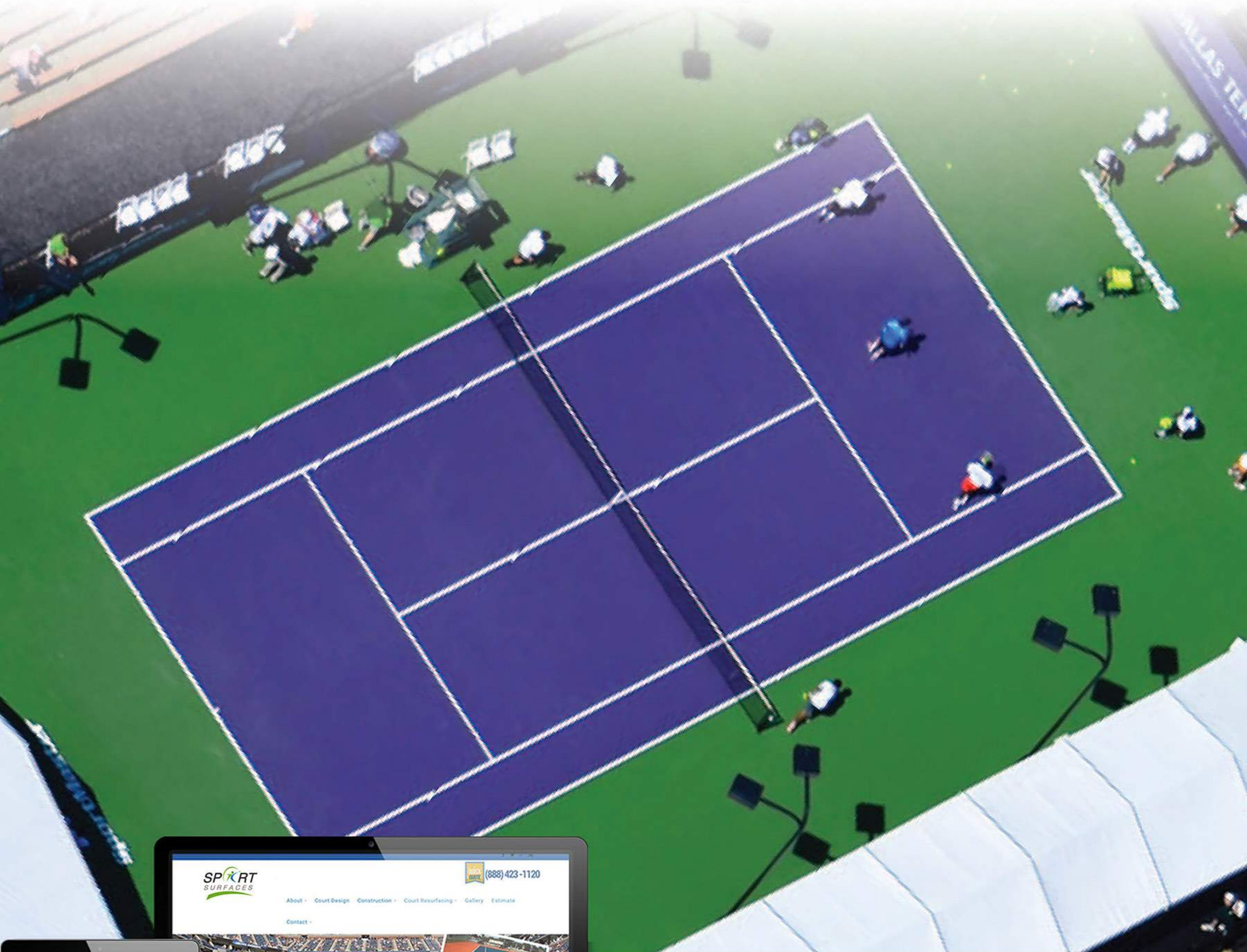
Proposal accepted by: \_\_\_\_\_ Title \_\_\_\_\_

\*Prices are subject to change after thirty days or upon site inspection. Our bid prices are based upon you providing adequate access and storage areas.





## Premium Sport Surfacing Products



Check out our website  
[sportsurfaces.com](http://sportsurfaces.com) to learn  
 more or call us at  
**(888) 423-1120**





Sport Surfaces specializes in the construction and resurfacing of sport courts. Our professional staff can guide you through the process of building or updating your new or existing courts. Whatever your requirements are, Sport Surfaces will help you customize your project according to your needs and budget.

### Total Sports Source...

We are your total source sports contractor performing every aspect of facility construction from sub base preparation, laser grading and drainage, right through surfacing, striping and maintenance.

### All Types Of Courts Built...

Sport Surfaces does not just build tennis courts and running tracks. We have extensive experience with basketball courts, bocce courts, shuffleboard courts, and many other sports courts. We can build any size court to fit your needs, including full-size regulation courts and half courts.

### Wide Range Of Options...

We build and resurface a wide range of tennis, basketball, and most outdoor courts including running tracks. Hard courts are made of asphalt or concrete, usually covered with an acrylic coating. When a resilient layer of cushioning material is applied over an asphalt or concrete court, a cushioned court result. Hard courts provide an all-weather surface for year round play. Har-Tru courts, also known as clay courts, provide a softer surface and slower surface ball bounce. There are wide range of options for your new tennis / basketball court that our professional staff can assist you with.



Sport Surfaces tennis court surfacing systems can be installed to meet specific ITF surface pace ratings. Visit [Sport Surfaces.net](http://SportSurfaces.net) to see the current list of available pace ratings.



### Extremely Durable and Low Maintenance

We also specialize in outdoor running track facilities. Our synthetic running track synthetic surfaces provide a proven aesthetics, athletic performance and time-tested durability. We install synthetic rubber surfaces to meet any needs. We also install the best polyurethane surfaces available. Our exclusive high performance products are extremely durable and require low maintenance. They provide a safe, resilient surface for all-weather running tracks, as well as jogging paths for parks and residential complexes.



# Premium Sport Surfacing Products

All colors available in Sport Surfaces Systems when using ColorPlus pigment dispersion



**Dark Green**



**Light Green**

LEED credit (SRI = 31)\*



**Forest Green**



**Blue**



**Beige**



**Brown**

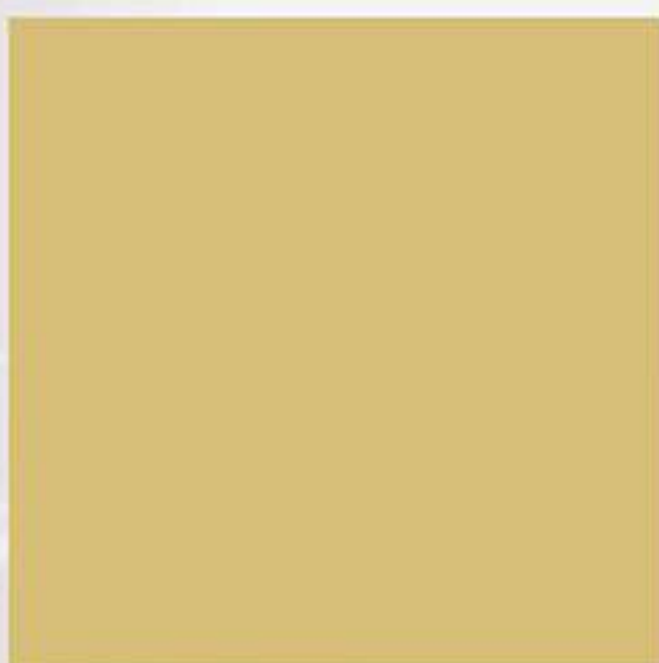


**Red**

LEED credit (SRI = 36)\*



**Light Blue**



**Sandstone**

LEED credit (SRI = 46)\*



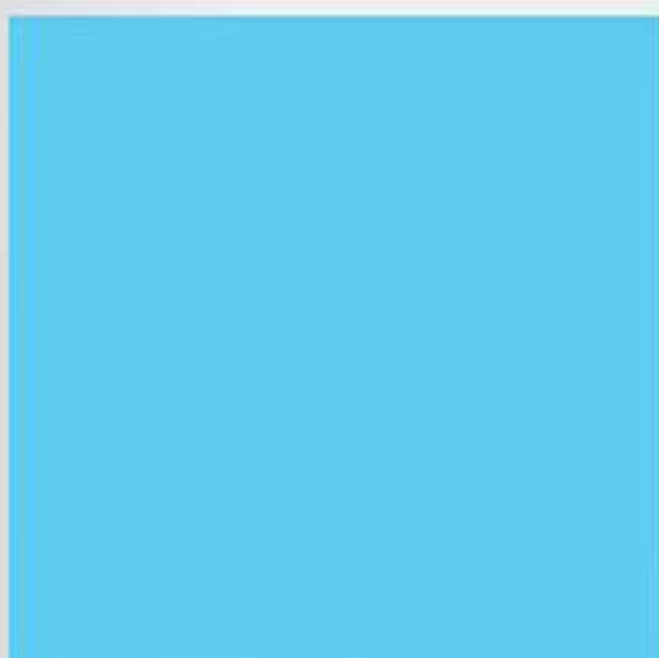
**Tournament Purple**



**Maroon**



**Gray**



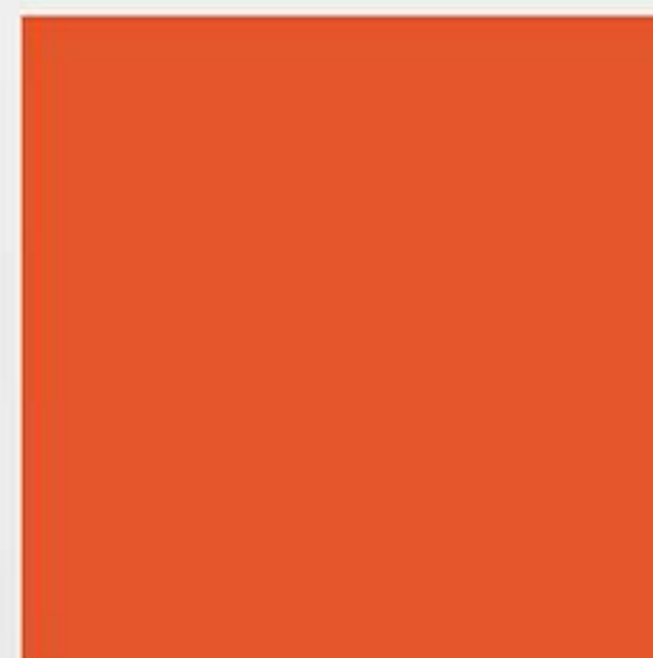
**Ice Blue**

LEED credit (SRI = 62)\*



**Dove Gray**

LEED credit (SRI = 33)\*



**Orange**

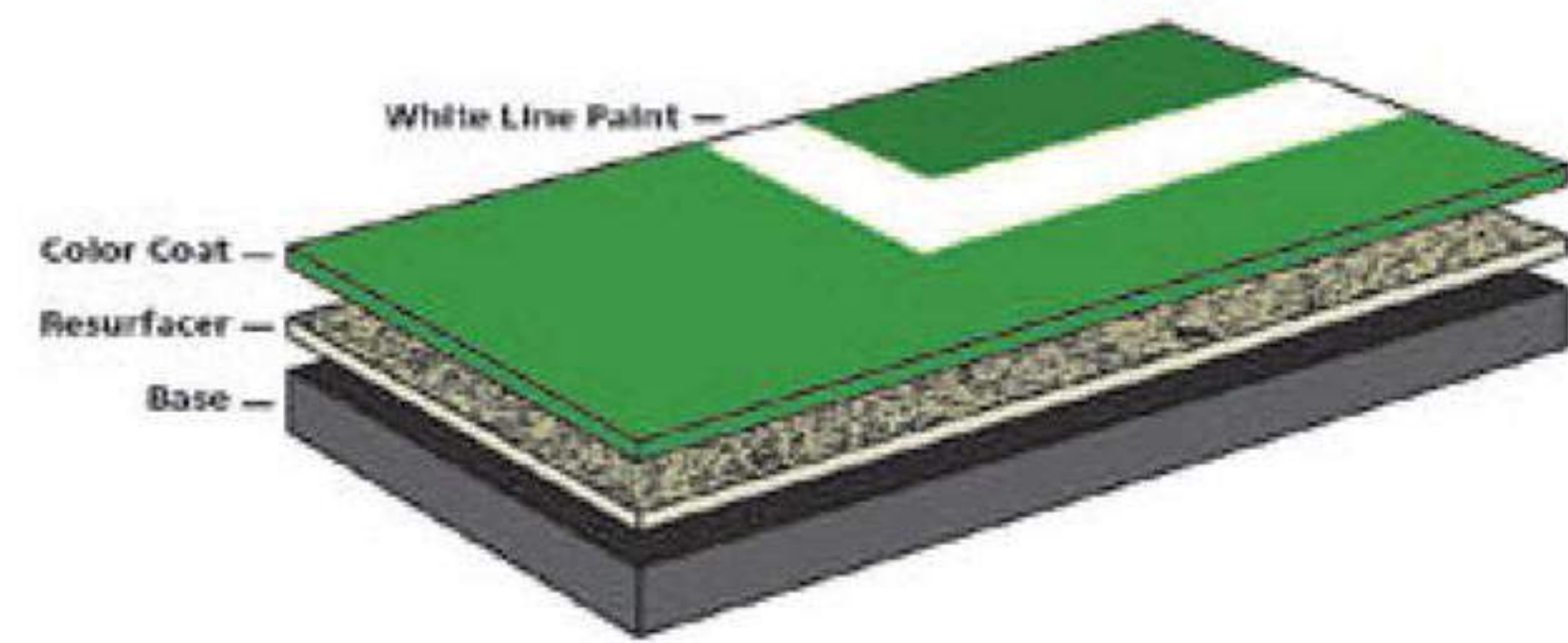


**Yellow**



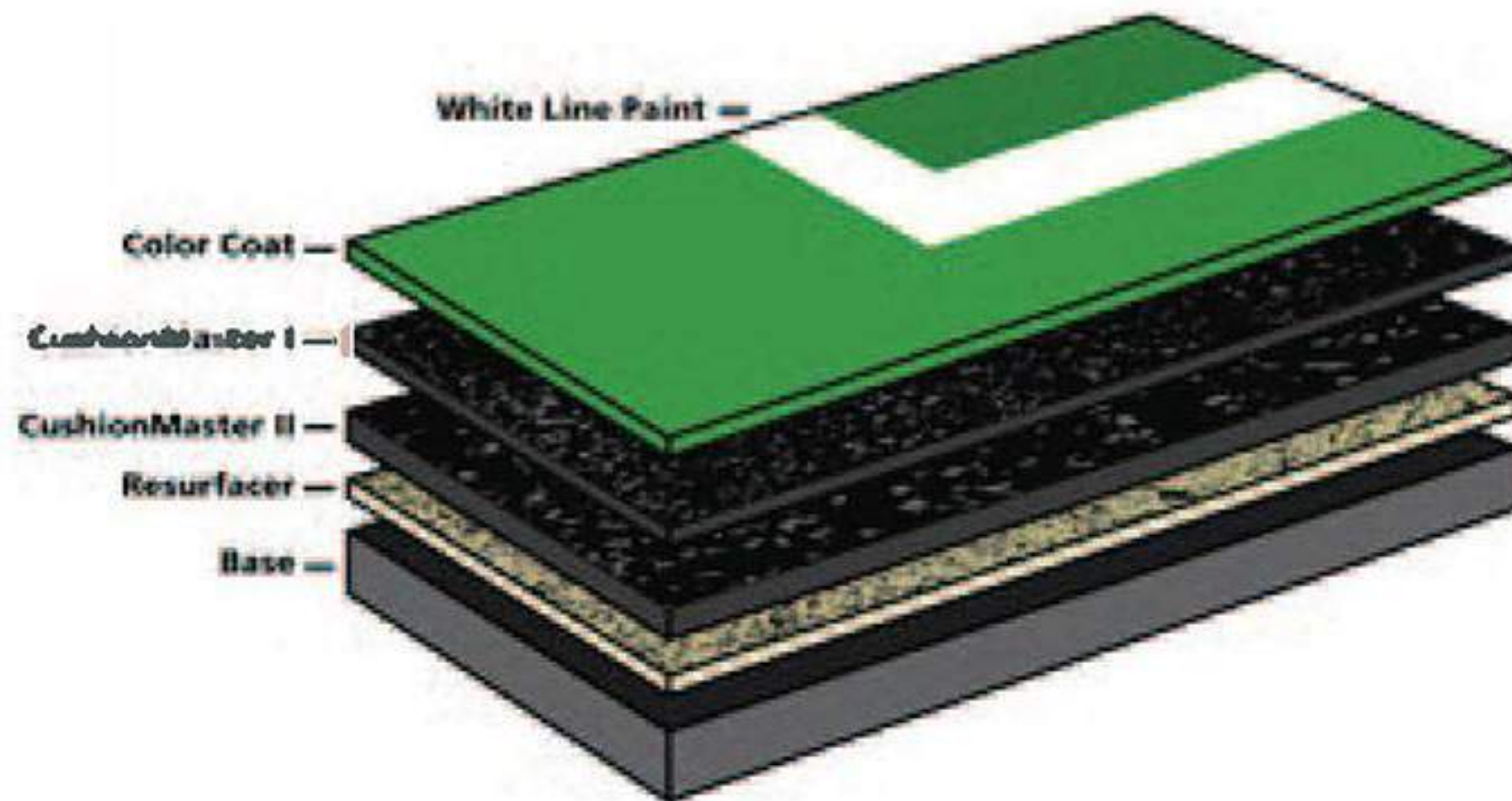
## Ultimate in Convenience...

Sport Surfaces recognizes that some players prefer the convenience of night play. Lighting systems can add hours of enjoyment to any court. We work with all of the major manufacturers of high quality sports lighting offering you a variety of different lighting solutions to fit every situation.



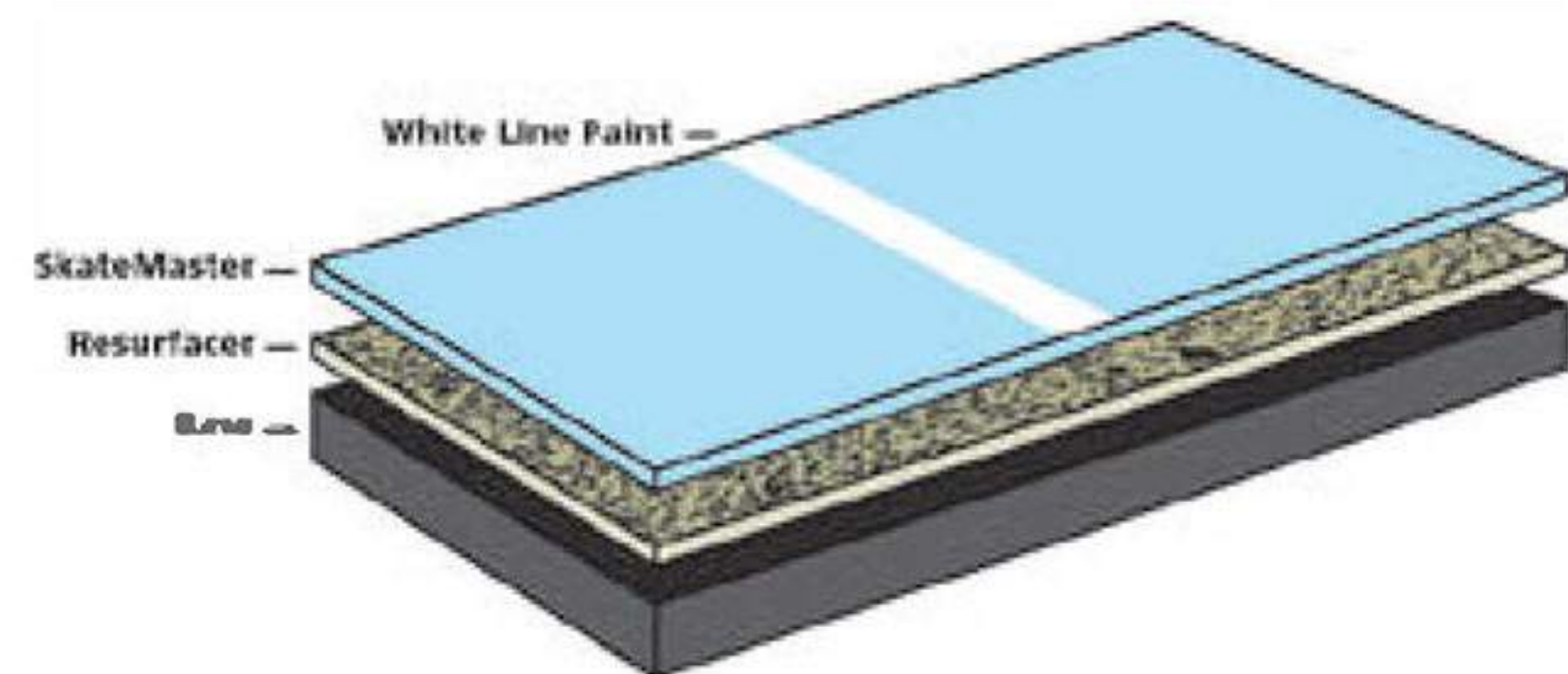
## We Also Provide Fencing Systems

We also can handle all of your fencing systems for your court. The primary purpose of your fencing system is to keep the balls contained within the court. However, security is another factor when it comes to choosing a fencing system. Whatever your situation, Sport Surfaces can offer you the perfect fencing solution for your sport facility.



## Caring For Your Court...

Follow the steps below to ensure your new court is ready for years of fun and enjoyment....



- 1. Clean your court regularly.** Once a month is suggested. Watch for evidence of mold or mildew in shaded areas and corners where organic debris tends to accumulate. Indoor courts require both frequent vacuuming and at least one annual wet vacuuming with mild detergent solution and soft bristled equipment.
- 2. Remove standing water.** Rain showers help clean your court. However, dirt accumulates in standing water, leaving stains. Remove water from birdbaths as often as possible. Irrigation systems around the court should not spray on the court.
- 3. Remove foreign matter.** Leaves and pine needles not only can stain your court, but also are breeding grounds for mold and mildew. It is especially important to remove leaves in the fall and keep your court free of debris all winter.
- 4. Use proper equipment.** Use soft nylon or hair-type brooms for scrubbing your surface. Scrubbing too hard with hard bristles can damage the surface. When using a water broom limit pressure to 70 p.s.i. Be very careful when using a power washer.















## **Seventh Order of Business**

**7A**

## MEMORANDUM

**TO: Board of Supervisors, Harmony CDD**  
**FROM: Keisha Young, Accountant II**  
**CC: Bob Koncar, District Manager**  
**DATE: May 18, 2018**  
**SUBJECT: April 2018 Financials**

---

Please find the attached April 2018 financial report. During your review, please keep in mind that the goal is for revenue to meet or exceed the annual budget and for expenditures to be at or below the annual budget. To assist with your review, an overview of each of the District's funds is provided below. Should you have any questions or require additional information, please contact me at [Keisha.Young@Inframark.com](mailto:Keisha.Young@Inframark.com)

### General Fund

- Total Revenue through April is approximately 86% of the annual budget.
  - ▶ Non Ad Valorem Assessments Tax Collector collections are approximately at 85%. Developer assessments are placed on the Tax Collector Roll.
- Total Expenditures through April are at 58% of the annual budget.
  - ▶ Administrative
    - P/R-Board of Supervisors - Payroll for meetings and workshops through April.
    - ProfServ- Engineering - Boyd Civil Engineering services through April.
    - ProfServ-Legal Services - General counsel invoices with Young Qualls, P.A. through April which includes the review of the Servello & Sons contract for Landscaping \$10,497.
    - ProfServ-Mgmt Consulting Serv - Credits administered for Legal Fees.
    - ProfServ-Special Assessment - Paid in full.
    - Insurance - General Liability - Paid in full.
  - ▶ Landscaping Services
    - The Budget for the Landscape, Mulch and Shrub/Grnd Cover Annual Svc contracts have been adjusted to align with the signed Servello Landscape Contract.
    - R & M-Irrigation - Currently 105% of adopted budget. Includes front panels replacement through Rain Bird of \$5,393, irrigation certifications of \$1,569, and general R&M \$3,549.41.
    - R&M-Trees and Trimming- Includes Servello & Sons contracts for Butterfly Drive \$18,900, Arborist tree services \$17,600 and tree stump/sod \$25,140.
  - ▶ Utilities
    - Lease - Street Light- Represents OUC utility services through April which is approximately 68% of adopted budget.
  - ▶ Operation & Maintenance
    - Capital Outlay - Sidewalk Impr - \$7,790 is the remaining balance for the Butterfly Drive Sidewalk Project. \$29,006 of this project was paid with construction funds.
    - Capital Outlay - Vehicles -Includes Yamaha purchase of \$12,281.
    - Capital Outlay -Down payment for refurbishing pool through Poolworks \$20,000.
    - Reserves- Sidewalks & Alleyways - Trailer purchase for pressure cleaner \$9,100 and alley resurfacing \$62,692.

**HARMONY**

Community Development District

*Financial Report*

*April 30, 2018*

**Prepared by**



**HARMONY**

Community Development District

**Financial Statements**

(Unaudited)

**April 30, 2018**

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Construction Fund .....	7
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Non-Ad Valorem Special Assessments .....	8
Cash and Investment Report .....	9
Construction Schedule .....	10

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## Balance Sheet

April 30, 2018

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2014 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	SERIES 2015 CAPITAL PROJECTS FUND	TOTAL
<b>ASSETS</b>					
Cash - Checking Account	\$ 419,061	\$ -	\$ -	\$ -	\$ 419,061
Due From Other Funds	-	6,202	-	-	6,202
Investments:					
Certificates of Deposit - 12 Months	102,652	-	-	-	102,652
Money Market Account	1,127,524	-	-	-	1,127,524
Construction Fund	-	-	-	5	5
Prepayment Account	-	17,619	393,741	-	411,360
Reserve Fund	-	604,410	340,000	-	944,410
Revenue Fund	-	1,233,619	834,357	-	2,067,976
Prepaid Items	1,702	-	-	-	1,702
<b>TOTAL ASSETS</b>	<b>\$ 1,650,939</b>	<b>\$ 1,861,850</b>	<b>\$ 1,568,098</b>	<b>\$ 5</b>	<b>\$ 5,080,892</b>
<b>LIABILITIES</b>					
Accounts Payable	\$ 43,404	\$ -	\$ -	\$ -	\$ 43,404
Accrued Expenses	40,729	-	-	-	40,729
Deferred Revenue	2,272	2,147	-	-	4,419
Due To Other Funds	-	-	6,202	-	6,202
<b>TOTAL LIABILITIES</b>	<b>86,405</b>	<b>2,147</b>	<b>6,202</b>	<b>-</b>	<b>94,754</b>
<b>FUND BALANCES</b>					
<b>Nonspendable:</b>					
Prepaid Items	1,702	-	-	-	1,702
<b>Restricted for:</b>					
Debt Service	-	1,859,703	1,561,896	-	3,421,599
Capital Projects	-	-	-	5	5
<b>Assigned to:</b>					
Operating Reserves	250,000	-	-	-	250,000
Reserves-Renewal & Replacement	99,188	-	-	-	99,188
Reserves - Self Insurance	50,000	-	-	-	50,000
Reserves - Sidewalks & Alleyways	165,000	-	-	-	165,000
<b>Unassigned:</b>	<b>998,644</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>998,644</b>
<b>TOTAL FUND BALANCES</b>	<b>\$ 1,564,534</b>	<b>\$ 1,859,703</b>	<b>\$ 1,561,896</b>	<b>\$ 5</b>	<b>\$ 4,986,138</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 1,650,939</b>	<b>\$ 1,861,850</b>	<b>\$ 1,568,098</b>	<b>\$ 5</b>	<b>\$ 5,080,892</b>



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending April 30, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ 3,000	\$ 1,750	\$ 5,421	\$ 3,671
Interest - Tax Collector	-	-	697	697
Special Assmnts- Tax Collector	1,359,659	1,359,659	1,669,768	310,109
Special Assmnts- CDD Collected	571,967	333,647	-	(333,647)
Special Assmnts- Discounts	(54,386)	(54,386)	(55,050)	(664)
Other Miscellaneous Revenues	-	-	462	462
Access Cards	1,200	700	870	170
Facility Revenue	300	300	885	585
Facility Membership Fee	1,200	1,200	-	(1,200)
<b>TOTAL REVENUES</b>	<b>1,882,940</b>	<b>1,642,870</b>	<b>1,623,053</b>	<b>(19,817)</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
P/R-Board of Supervisors	11,200	5,600	7,200	(1,600)
FICA Taxes	857	429	551	(122)
ProfServ-Arbitrage Rebate	1,200	-	-	-
ProfServ-Dissemination Agent	1,500	1,500	1,500	-
ProfServ-Engineering	8,000	4,667	5,954	(1,287)
ProfServ-Legal Services	40,000	23,333	48,952	(25,619)
ProfServ-Mgmt Consulting Serv	55,984	32,657	20,019	12,638
ProfServ-Property Appraiser	779	779	523	256
ProfServ-Special Assessment	8,822	8,822	8,822	-
ProfServ-Trustee Fees	10,024	-	-	-
Auditing Services	4,600	4,600	-	4,600
Postage and Freight	750	437	442	(5)
Insurance - General Liability	30,499	30,499	25,334	5,165
Printing and Binding	2,000	1,169	770	399
Legal Advertising	900	525	159	366
Misc-Records Storage	150	87	-	87
Misc-Assessmnt Collection Cost	27,193	27,193	32,294	(5,101)
Misc-Contingency	2,600	1,517	760	757
Office Supplies	300	175	28	147
Annual District Filing Fee	175	175	200	(25)
<b>Total Administration</b>	<b>207,533</b>	<b>144,164</b>	<b>153,508</b>	<b>(9,344)</b>
<b>Field</b>				
ProfServ-Field Management	230,000	134,165	115,701	18,464
<b>Total Field</b>	<b>230,000</b>	<b>134,165</b>	<b>115,701</b>	<b>18,464</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending April 30, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>Landscape Services</u></b>				
Contracts-Mulch	57,934	33,795	33,795	-
Contracts - Landscape	268,338	156,530	156,530	-
Cntrs-Shrub/Grnd Cover Annual Svc	150,420	87,745	87,745	-
R&M-Irrigation	10,000	5,833	10,511	(4,678)
R&M-Trees and Trimming	20,000	11,667	61,640	(49,973)
Miscellaneous Services	27,474	16,027	6,033	9,994
<b>Total Landscape Services</b>	<b>534,166</b>	<b>311,597</b>	<b>356,254</b>	<b>(44,657)</b>
<b><u>Utilities</u></b>				
Electricity - General	35,000	20,417	22,783	(2,366)
Electricity - Streetlighting	90,000	52,500	51,547	953
Utility - Water & Sewer	130,000	75,833	62,418	13,415
Lease - Street Light	123,000	71,750	93,791	(22,041)
Cap Outlay - Streetlights	403,651	85,097	85,097	-
<b>Total Utilities</b>	<b>781,651</b>	<b>305,597</b>	<b>315,636</b>	<b>(10,039)</b>
<b><u>Operation &amp; Maintenance</u></b>				
Communication - Telephone	3,720	2,170	2,648	(478)
Utility - Refuse Removal	3,720	2,170	2,563	(393)
R&M-Ponds	12,500	7,292	2,117	5,175
R&M-Pools	15,000	8,750	12,006	(3,256)
R&M-Roads & Alleyways	10,000	5,833	-	5,833
R&M-Sidewalks	5,000	2,917	1,898	1,019
R&M-Vehicles	15,000	8,750	5,630	3,120
R&M-Equipment Boats	7,500	4,375	2,872	1,503
R&M-Parks & Facilities	30,000	17,500	20,568	(3,068)
Miscellaneous Services	2,400	1,400	1,152	248
Misc-Contingency	5,000	2,917	5,358	(2,441)
Misc-Security Enhancements	5,000	2,917	2,466	451
Op Supplies - Fuel, Oil	2,750	1,604	2,231	(627)
Cap Outlay - Sidewalk Impr	-	-	7,780	(7,780)
Cap Outlay - Vehicles	12,000	12,000	12,281	(281)
Capital Outlay	-	-	20,000	(20,000)
Reserve - Sidewalks	-	-	71,792	(71,792)
<b>Total Operation &amp; Maintenance</b>	<b>129,590</b>	<b>80,595</b>	<b>173,362</b>	<b>(92,767)</b>
<b>TOTAL EXPENDITURES</b>	<b>1,882,940</b>	<b>976,118</b>	<b>1,114,461</b>	<b>(138,343)</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending April 30, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Excess (deficiency) of revenues Over (under) expenditures	-	666,752	508,592	(158,160)
Net change in fund balance	\$ -	\$ 666,752	\$ 508,592	\$ (158,160)
<b>FUND BALANCE, BEGINNING (OCT 1, 2017)</b>	<b>1,055,942</b>	<b>1,055,942</b>	<b>1,055,942</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,055,942</b>	<b>\$ 1,722,694</b>	<b>\$ 1,564,534</b>	

## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending April 30, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ 1,000	\$ 583	\$ 1,309	\$ 726
Special Assmnts- Tax Collector	1,171,335	1,171,335	1,071,274	(100,061)
Special Assmnts- Prepayment	-	-	17,619	17,619
Special Assmnts- CDD Collected	86,844	86,844	-	(86,844)
Special Assmnts- Discounts	(46,853)	(46,853)	(35,318)	11,535
<b>TOTAL REVENUES</b>	<b>1,212,326</b>	<b>1,211,909</b>	<b>1,054,884</b>	<b>(157,025)</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessmnt Collection Cost	23,427	23,427	20,719	2,708
<b>Total Administration</b>	<b>23,427</b>	<b>23,427</b>	<b>20,719</b>	<b>2,708</b>
<b>Debt Service</b>				
Principal Debt Retirement	565,000	-	-	-
Principal Prepayments	-	-	15,000	(15,000)
Interest Expense	633,312	316,656	316,656	-
<b>Total Debt Service</b>	<b>1,198,312</b>	<b>316,656</b>	<b>331,656</b>	<b>(15,000)</b>
<b>TOTAL EXPENDITURES</b>	<b>1,221,739</b>	<b>340,083</b>	<b>352,375</b>	<b>(12,292)</b>
Excess (deficiency) of revenues Over (under) expenditures	(9,413)	871,826	702,509	(169,317)
<b>OTHER FINANCING SOURCES (USES)</b>				
Contribution to (Use of) Fund Balance	(9,413)	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(9,413)</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ (9,413)	\$ 871,826	\$ 702,509	\$ (169,317)
<b>FUND BALANCE, BEGINNING (OCT 1, 2017)</b>	<b>1,157,194</b>	<b>1,157,194</b>	<b>1,157,194</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,147,781</b>	<b>\$ 2,029,020</b>	<b>\$ 1,859,703</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending April 30, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 300	\$ 175	\$ 924	\$ 749
Special Assmnts- Tax Collector	488,878	488,878	961,121	472,243
Special Assmnts- Prepayment	-	-	166,902	166,902
Special Assmnts- CDD Collected	604,398	604,398	-	(604,398)
Special Assmnts- Discounts	(19,555)	(19,555)	(31,687)	(12,132)
<b>TOTAL REVENUES</b>	<b>1,074,021</b>	<b>1,073,896</b>	<b>1,097,260</b>	<b>23,364</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Assessmnt Collection Cost	9,778	9,778	18,589	(8,811)
<b>Total Administration</b>	<b>9,778</b>	<b>9,778</b>	<b>18,589</b>	<b>(8,811)</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement	425,000	-	-	-
Principal Prepayments	-	-	45,000	(45,000)
Interest Expense	633,106	316,553	316,553	-
<b>Total Debt Service</b>	<b>1,058,106</b>	<b>316,553</b>	<b>361,553</b>	<b>(45,000)</b>
<b>TOTAL EXPENDITURES</b>	<b>1,067,884</b>	<b>326,331</b>	<b>380,142</b>	<b>(53,811)</b>
Excess (deficiency) of revenues Over (under) expenditures	6,137	747,565	717,118	(30,447)
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	6,137	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>6,137</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ 6,137	\$ 747,565	\$ 717,118	\$ (30,447)
<b>FUND BALANCE, BEGINNING (OCT 1, 2017)</b>	<b>844,778</b>	<b>844,778</b>	<b>844,778</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 850,915</b>	<b>\$ 1,592,343</b>	<b>\$ 1,561,896</b>	

## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending April 30, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ -	\$ -	\$ 39	\$ 39
<b>TOTAL REVENUES</b>	<b>-</b>	<b>-</b>	<b>39</b>	<b>39</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Construction In Progress</u></b>				
Construction in Progress	-	-	29,016	(29,016)
<b>Total Construction In Progress</b>	<b>-</b>	<b>-</b>	<b>29,016</b>	<b>(29,016)</b>
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>29,016</b>	<b>(29,016)</b>
Excess (deficiency) of revenues				
Over (under) expenditures	-	-	(28,977)	(28,977)
Net change in fund balance	\$ -	\$ -	\$ (28,977)	\$ (28,977)
<b>FUND BALANCE, BEGINNING (OCT 1, 2017)</b>	<b>-</b>	<b>-</b>	<b>28,982</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5</b>	

## **HARMONY**

Community Development District

### **Supporting Schedules**

**April 30, 2018**

**Non-Ad Valorem Special Assessments  
Osceola County Tax Collector - Monthly Collection Report  
For the Fiscal Year Ending September 30, 2018**

					Allocation by Fund		
Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	General Fund	Series 2014 Debt Service Fund	Series 2015 Debt Service Fund
					(1)	(1)	
<b>ASSESSMENTS LEVIED FY 2018</b>				\$ 4,359,816	\$ 1,966,386	\$ 1,261,576	\$ 1,131,855
Allocation %				100%	45.10%	28.94%	25.96%
11/09/17	\$ 7,532	\$ 336	\$ 154	\$ 8,022	\$ 3,618	\$ 2,321	\$ 2,083
11/24/17	183,624	7,807	3,747	195,179	88,031	56,478	50,671
12/15/17	1,647,975	70,067	33,632	1,751,674	790,049	506,872	454,753
12/28/17	421,965	17,764	8,612	448,341	202,213	129,734	116,394
01/16/18	734,231	23,171	14,984	772,387	348,366	223,501	200,520
01/16/18	5,157	154	105	5,416	2,443	1,567	1,406
02/14/18	114,820	2,499	2,343	119,662	53,970	34,626	31,065
02/14/18	807	17	16	841	379	243	218
3/9/2018	23,178	239	473	23,890	10,775	6,913	6,202
4/13/2018	5,322	-	109	5,430	2,449	1,571	1,410
4/13/2018	363,895	-	7,426	371,322	167,475	107,447	96,399
<b>TOTAL</b>	<b>\$ 3,508,506</b>	<b>\$ 122,055</b>	<b>\$ 71,602</b>	<b>\$ 3,702,163</b>	<b>\$ 1,669,768</b>	<b>\$ 1,071,274</b>	<b>\$ 961,121</b>
Collected in %					85%	85%	85%
<b>TOTAL OUTSTANDING</b>					<b>\$ 657,654</b>	<b>\$ 296,618</b>	<b>\$ 170,734</b>

Note (1) - Variance with budget is due to moving Developer assessments direct bill to Tax Collector



**Cash and Investment Report**  
*April 30, 2018*

**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	CenterState Bank	Interest Bearing Account	n/a	0.05%	\$412,173
Debit Account	CenterState Bank	Debit Account	n/a	0.05%	\$6,888
<b>Subtotal</b>					<b>\$419,061</b>
Certificate of Deposit	BankUnited	12 month CD	2/12/2019	1.55%	\$102,652
Money Market Account	Centennial Bank	Money Market Account	n/a	0.88%	\$358,017
Money Market Account	BankUnited	Money Market Account	n/a	1.00%	\$769,506
<b>Subtotal</b>					<b>\$1,127,524</b>

**Debt Service and Capital Projects Funds**

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2014 Prepayment Fund	US Bank	US Bank Governmental Obligation Fund	n/a	0.05%	\$17,619
Series 2014 Reserve Fund	US Bank	US Bank Governmental Obligation Fund	n/a	0.05%	\$604,410
Series 2014 Revenue Fund	US Bank	US Bank Governmental Obligation Fund	n/a	0.05%	\$1,233,619
Series 2015 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$393,741
Series 2015 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$340,000
Series 2015 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$834,357
Series 2015 Construction Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$5
<b>Subtotal</b>					<b>\$3,423,751</b>
<b>Total</b>					<b>\$5,072,988</b>

**Construction Report**  
**Series 2015 Bonds**

**Recap of Capital Project Fund Activity Through April 30, 2018**

<b>Source of Funds:</b>	Amount
Opening Balance in Construction Account	\$ 200,000
Opening Balance in Cost of Issuance account	145,130
Interest Earned	
Construction Account	\$ 208
Cost of Issuance Account	4
Transferred to Revenue Account (includes balance of Cost of Issuance)	(1,905)
	<u>\$ (1,693)</u>
 <b>Total Source of Funds:</b>	 <u><b>\$ 343,437</b></u>
 <b>Use of Funds:</b>	
Disbursements:	
Cost of Issuance	\$ 143,229
Streetlights Buy Down	100,000
Capital Outlay - Vehicle	15,240
Improvement - Park	55,947
Butterfly Side Walk Project	29,016
<b>Total Use of Funds:</b>	<u><b>\$ 343,432</b></u>
 <b>Available Balance in Construction Account at April 30, 2018</b>	 <u><b>\$ 5</b></u>

**7B.**

**Harmony**

Community Development District

General Fund

**Invoice Approval Report # 217****May 18, 2018**

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
A-Z BACKFLOW INC.	18-297	R	\$ 375.25
		Vendor Total	\$ 375.25
BOYD CIVIL ENGINEERING	01879	A	\$ 150.00
		Vendor Total	\$ 150.00
BRIGHT HOUSE NETWORKS - ACH	028483501042318	R	\$ 99.98
	028483401050118 ACH	R	\$ 109.25
		Vendor Total	\$ 209.23
FEDEX	6-152-33770	R	\$ 25.11
	6-108-48446	R	\$ 12.73
	6-168-26691	R	\$ 12.79
		Vendor Total	\$ 50.63
FLORIDA RESOURCE MGT LLC-ACH	58160	R	\$ 7,098.90
	58679	R	\$ 7,098.91
		Vendor Total	\$ 14,197.81
HARMONY CDD C/O U.S. BANK	4182018 9001	R	\$ 93,723.33
	4182018 7001	R	\$ 95,852.65
		Vendor Total	\$ 189,575.98
INFRAMARK, LLC	29527	A	\$ 2,708.28
		Vendor Total	\$ 2,708.28
KINCAID	1392	R	\$ 125.00
		Vendor Total	\$ 125.00
NORTH SOUTH SUPPLY, INC.	3172240	R	\$ 592.78
		Vendor Total	\$ 592.78
ORLANDO UTILITIES COMMISSION	041218 ACH	R	\$ 27,786.72
		Vendor Total	\$ 27,786.72

**Harmony**

Community Development District

General Fund

**Invoice Approval Report # 217****May 18, 2018**

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
POOLSURE	101295580805	R	\$ 465.00
	101295580816	R	\$ 123.00
	101295581280	R	\$ 315.00
	101295580998	R	\$ 60.00
	101295579585	R	\$ 300.00
	101295581861	R	\$ 60.00
	101295579258	R	\$ 60.00
	101295580720	R	\$ 277.50
	Vendor Total		\$ 1,660.50
SERVELLO & SONS	10967	R	\$ 39,724.26
	11045	R	\$ 1,000.00
	11046	R	\$ 855.00
	11044	R	\$ 387.00
	11223	R	\$ 481.25
	Vendor Total		\$ 42,447.51
SHOP MARKETPLACE	INV-0015211640	R	\$ 1,701.90
		Vendor Total	\$ 1,701.90
SPRINT SOLUTIONS, INC.	244553043-057	R	\$ 387.04
		Vendor Total	\$ 387.04
TOHO WATER AUTHORITY-ACH	041618 ACH	R	\$ 11,677.27
		Vendor Total	\$ 11,677.27
WASTE CONNECTIONS OF FLORIDA	1149138	R	\$ 357.76
		Vendor Total	\$ 357.76
YOUNG QUALLS, P.A.	15497	A	\$ 7,675.00
		Vendor Total	\$ 7,675.00
Total			\$ 301,678.66
Total Invoices			\$ 301,678.66

**HARMONY**

Community Development District

**Check Register**

**April 1 - April 30, 2018**

## HARMONY Community Development District

**Payment Register by Fund**  
**For the Period from 04/01/2018 to 04/30/2018**  
**(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>GENERAL FUND - 001</b>								
001	54808	04/06/18	BOYD CIVIL ENGINEERING	01811	01/29/18-03/4/18 ENG FEES	ProfServ-Engineering	531013-51501	\$1,463.70
001	54809	04/06/18	FEDEX	6-131-40696	SVCS THRU 03/27/18	Postage and Freight	541006-51301	\$12.70
001	54812	04/06/18	INFRAMARK, LLC	28026	FEB 2018 MANAGEMENT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$4,665.33
001	54812	04/06/18	INFRAMARK, LLC	28026	FEB 2018 MANAGEMENT FEES	Postage and Freight	541006-51301	\$0.47
001	54812	04/06/18	INFRAMARK, LLC	28026	FEB 2018 MANAGEMENT FEES	Printing and Binding	547001-51301	\$118.50
001	54812	04/06/18	INFRAMARK, LLC	28026	FEB 2018 MANAGEMENT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	(\$2,106.40)
001	54812	04/06/18	INFRAMARK, LLC	28026	FEB 2018 MANAGEMENT FEES	HOME DEPOT FIN FEE	549001-53910	(\$12.03)
001	54813	04/06/18	KINCAID INC	1353	MARCH 2018 HOLDING TANK	Miscellaneous Services	549001-53910	\$125.00
001	54814	04/06/18	POOLSURE	101295580063	APRIL ASHLEY PARK CNTRL LEASE	Prepaid Items	155000-53910	\$60.00
001	54814	04/06/18	POOLSURE	101295580471	SWIM CLUB BLEACH	R&M-Pools	546074-53910	\$315.00
001	54815	04/06/18	PROPET DISTRIBUTORS INC.	121447	DOGIPOT LITTER BAGS	R&M-Parks & Facilities	546225-53910	\$1,680.00
001	54816	04/06/18	SERVELLO & SONS	10862	INSTALL LIGUSTRUM	Cntrs-Shrub/Grnd Cover Annual Svc	534172-53902	\$826.50
001	54816	04/06/18	SERVELLO & SONS	10848	INSTALL CROTONS	Cntrs-Shrub/Grnd Cover Annual Svc	534172-53902	\$870.00
001	54816	04/06/18	SERVELLO & SONS	10863	INSTALL AZALEAS	Cntrs-Shrub/Grnd Cover Annual Svc	534172-53902	\$174.00
001	54817	04/06/18	SPRINT SOLUTIONS, INC.	244553043-056	02/26-03/25/18 244553043	Communication - Telephone	541003-53910	\$381.72
001	54818	04/06/18	WASTE CONNECTIONS OF FLORIDA	1143764	04/01-04/30/18 6460-126957	Utility - Refuse Removal	543020-53910	\$303.05
001	54819	04/06/18	YOUNG QUALLS, P.A.	15435	12/18/17-01/31/18 GENERAL COUN	ProfServ-Legal Services	531023-51401	\$11,172.00
001	54819	04/06/18	YOUNG QUALLS, P.A.	15451	FEB 2018 GENERAL COUNSEL	ProfServ-Legal Services	531023-51401	\$9,806.50
001	54820	04/11/18	BLUESCAPE POOLS & SPAS CORP	9865	INSTALL 17X24 GRIDS	R&M-Pools	546074-53910	\$884.00
001	54820	04/11/18	BLUESCAPE POOLS & SPAS CORP	9762	SRV CALL FOR POOL	R&M-Pools	546074-53910	\$85.00
001	54821	04/11/18	POOLWORKS	121353	INSTALL BULB/LENS GSKT-ASHLEY	R&M-Pools	546074-53910	\$339.00
001	54822	04/11/18	SERVELLO & SONS	10775	BALANCE-BTRFLY DRIVE CONTRACT	R&M-Trees and Trimming	546099-53902	\$11,340.00
001	54823	04/11/18	SHOP MARKETPLACE	INV-0014995337	MAY 2018 HEALTH INSURANCE	Prepaid Items	155000	\$1,701.90
001	54824	04/11/18	SERVELLO & SONS	10804	FINAL PAYMENT - TREE/STMP/SOD	R&M-Trees and Trimming	546099-53902	\$15,498.00
001	54824	04/11/18	SERVELLO & SONS	CM 10804	REVISED CONTRACT AFTER WORK COMPLETED	R&M-Trees and Trimming	546099-53902	(\$690.00)
001	54827	04/18/18	POOLSURE	101295580805	BLEACH ASHLEY PARK	R&M-Pools	546074-53910	\$465.00
001	54827	04/18/18	POOLSURE	101295580816	ACID & CELAPERL SWIM CLUB	R&M-Pools	546074-53910	\$123.00
001	54828	04/27/18	BOYD CIVIL ENGINEERING	01842	03/05-04/01/18 ENGINEERING	ProfServ-Engineering	531013-51501	\$1,689.24
001	54829	04/27/18	FEDEX	6-152-33770	SRVCS THRU 04/17/18	Postage and Freight	541006-53901	\$25.11
001	54829	04/27/18	FEDEX	5-985-71233.	SRVCS THRU 11/07/17	Postage and Freight	541006-53910	\$11.52
001	54830	04/27/18	INFRAMARK, LLC	28836	MARCH 2018 MANAGEMENT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$4,665.33
001	54830	04/27/18	INFRAMARK, LLC	28836	MARCH 2018 MANAGEMENT FEES	Postage and Freight	541006-51301	\$11.28
001	54830	04/27/18	INFRAMARK, LLC	28836	MARCH 2018 MANAGEMENT FEES	Printing and Binding	547001-51301	\$110.35
001	54830	04/27/18	INFRAMARK, LLC	28836	MARCH 2018 MANAGEMENT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	(\$2,106.40)
001	54830	04/27/18	INFRAMARK, LLC	28836	MARCH 2018 MANAGEMENT FEES	Office Supplies	551002-51301	\$5.50

**HARMONY**  
**Community Development District**

**Payment Register by Fund**  
**For the Period from 04/01/2018 to 04/30/2018**  
**(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	54831	04/27/18	NORTH SOUTH SUPPLY, INC.	3172240	IRRIGATION SUPPLIES	R&M-Irrigation	546041-53902	\$592.78
001	54832	04/27/18	POOLSURE	101295581280	BLEACH SWIM CLUB	R&M-Pools	546074-53910	\$315.00
001	54832	04/27/18	POOLSURE	101295579585	BLEACH SWIM CLUB	R&M-Pools	546074-53910	\$300.00
001	54832	04/27/18	POOLSURE	101295579258	CONTROLLER LEASE ASHLEY PARK	R&M-Pools	546074-53910	\$60.00
001	54833	04/27/18	SERVELLO & SONS	10967	APRIL 2018 LANDSCAPE MAINT	Contracts-Mulch	534065-53902	\$4,827.83
001	54833	04/27/18	SERVELLO & SONS	10967	APRIL 2018 LANDSCAPE MAINT	Cntrs-Landscape/Irrigation Maint	534171-53902	\$22,361.46
001	54833	04/27/18	SERVELLO & SONS	10967	APRIL 2018 LANDSCAPE MAINT	Cntrs-Shrub/Grnd Cover Annual Svc	534172-53902	\$12,534.97
001	54834	04/27/18	SERVELLO & SONS	11045	REMOVE MULCH-SOUTH LAKE TREES	Miscellaneous Services	549001-53902	\$1,000.00
001	54835	04/27/18	SERVELLO & SONS	11046	RPLCD ROSES @ WEST SIDE ENTRNC	Miscellaneous Services	549001-53902	\$855.00
001	54836	04/27/18	YOUNG QUALLS, P.A.	15486	GENERAL MATTERS - MARCH 2018	ProfServ-Legal Services	531023-51401	\$4,901.00
001	DD227	04/12/18	BRIGHT HOUSE NETWORKS - ACH	028483501032318	03/28-04/27 0050284835-01	Misc-Security Enhancements	549911-53910	\$99.98
001	DD231	04/13/18	TOHO WATER AUTHORITY-ACH	31718	02/16/18-03/17/18 WATER/RECLMD	Utility - Water & Sewer	543021-53903	\$9,739.12
001	DD237	04/21/18	BRIGHT HOUSE NETWORKS - ACH	028483401040118	04/06-05/05 0050284834-01	Misc-Security Enhancements	549911-53910	\$109.25
001	DD242	04/12/18	FLORIDA RESOURCE MGT LLC-ACH	57669	PAYROLL PE 04/08/18	ProfServ-Field Management	531016-53901	\$7,302.83
001	DD243	04/26/18	FLORIDA RESOURCE MGT LLC-ACH	58160	PAYROLL PE 04/22/18	ProfServ-Field Management	531016-53901	\$7,098.90
001	DD250	04/27/18	TOHO WATER AUTHORITY-ACH	033018 ACH	03/01/18-03/30/18 WATER	Utility - Water & Sewer	543021-53903	\$1,264.81
001	DD233	04/10/18	STEVEN P. BERUBE	PAYROLL	April 10, 2018 Payroll Posting			\$184.70
001	DD234	04/10/18	RAYMOND D. WALLS, III	PAYROLL	April 10, 2018 Payroll Posting			\$184.70
001	DD235	04/10/18	DAVID L. FARNSWORTH	PAYROLL	April 10, 2018 Payroll Posting			\$184.70
001	DD236	04/10/18	WILLIAM BOKUNIC	PAYROLL	April 10, 2018 Payroll Posting			\$184.70
<b>Fund Total</b>								<b>\$138,115.60</b>

**SERIES 2014 DEBT SERVICE FUND - 203**

203	54810	04/06/18	HARMONY CDD C/O U.S. BANK	3282018-7001	TRNSFR TAX COLLECT SERIES 2015	Due to other Funds	131000	\$6,202.04
203	54811	04/06/18	HARMONY CDD C/O U.S. BANK	3282018-9001	TRNSFR TAX COLLECT SERIES 2014	Due to other Funds	131000	\$6,912.84
203	54825	04/18/18	HARMONY CDD C/O U.S. BANK	4182018 9001	TRNFR TAX COLLECT SERIES 2014	Due to other Funds	131000	\$93,723.33
<b>Fund Total</b>								<b>\$106,838.21</b>

**SERIES 2015 DEBT SERVICE FUND - 204**

204	54826	04/18/18	HARMONY CDD C/O U.S. BANK	4182018 7001	TRNFR TAX COLLECT SERIES 2015	Due to other Funds	131000	\$95,852.65
<b>Fund Total</b>								<b>\$95,852.65</b>

<b>Total Checks Paid</b>	<b>\$340,806.46</b>
--------------------------	---------------------



**HARMONY**  
**Community Development District**

Debit Card Invoices

April 1 - April 30, 2018

### Monthly Debit Card Purchases

Date	Vendor	Description	Amount
4/2/2018	Amazon	Amazon-Refund Wireless Wifi (Security)	(245.98)
4/3/2018	Amazon	Sayhi Set of Stainless Steel Door Handle Pull and Push Plate	34.56
4/3/2018	Amazon	Mule 600/610 Tail Gte Hook Assembly Kit Replacement	14.75
4/4/2018	Amazon	Maximm Cat6 Outdoor Cable 250 feet	149.98
4/3/2018	National Tire & Auto	Tire Installation	61.40
4/3/2018	Wawa	Fuel	55.33
4/3/2018	Amazon	Mobil Delvac Syn Gear 75W90, Gear Oil	48.22
4/3/2018	Aplus	Fuel	47.60
4/4/2018	Ebay	Kawasaki Mule 2510 Diesel Taillight	38.49
4/4/2018	Amazon	Liter Oil, Fluid Extractor, Oil Filter	36.76
4/4/2018	Amazon	Briggs & Stratton Mix Motor Oil	11.67
4/4/2018	Amazon	Yamaha Outboard Drain Screw	9.68
4/4/2018	Amazon	Fribe Washer Gasket Seals	8.50
4/5/2018	Amazon	Minn Kota 09-15 E Drive Main Control Board	287.93
4/5/2018	Amazon	Yamaha Fuel/Water Separating Filter	27.20
4/5/2018	Amazon	Yamaha Strainer; Outboard Waverunner Sterndrive	23.00
4/5/2018	Sala Graphics	Trash Signs, Garbage & Dumpster Refuse Cans	21.39
4/6/2018	Amazon	Amazon-Refund Trailer Plastic Fende	(50.53)
4/7/2018	Amazon	Waterproof Electrical Insulated Bullet Spade	27.99
4/7/2018	Amazon	Kawasaki Mule Guard Front Bumper	75.91
4/7/2018	Amazon	Storage Bin Organizer Hardware and Craft	58.99
4/9/2018	Amazon	Extension Cords, Cord Outlets, PVC	36.90
4/9/2018	Premium Poly Patios	Little Cottage Hertiage High Fan Black Rocker	1,220.60
4/10/2018	Amazon	Large Battery Box	14.96
4/10/2018	Amazon	Halogen T4 Light	13.99
4/10/2018	Aplus	Fuel	43.22
4/10/2018	Aplus	Fuel	41.80
4/10/2018	Aplus	Fuel - Pressure Washer (Sidewalks)	14.75
4/11/2018	Amazon	Yamaha Joint Hose	9.88
4/11/2018	Amazon	Scooter Outboard Boat Kill Stop Switch & Safety	7.26
4/16/2018	Amazon	Enterprise Eagle Hose	63.99
4/16/2018	Harmony Market LLC	Purified Water	29.70
4/17/2018	Aplus	Fuel	68.10
4/18/2018	UPS	Shipping	23.85
4/22/2018	Amazon	Black QuadGear UTV Bench Seat	32.19
4/24/2018	Amazon	Bolts	40.20
4/24/2018	Ebay	Asco - Pools Splashpad	512.88
4/24/2018	Sunoco	Fuel	69.77
4/24/2018	Sunoco	Fuel - Pressure Washer (Sidewalks)	30.00
4/25/2018	Ebay	Gutter Grate w/ screws	39.52
4/26/2018	Amazon	Water and Steam Rsistant O-Rings	8.82
4/27/2018	Wawa	Fuel	70.10
4/27/2018	Bobcat	Bobcat Parts	325.72
4/28/2018	Amazon	Couplers, Elbow Tube Fittings	20.64
4/28/2018	Amazon	Professional Leaf Rake	84.00
4/28/2018	Amazon	High Pressure Bail	27.06
4/28/2018	Apple	I Cloud 200 GB Storage Plan (Apple)	2.99
4/28/2018	UPS	Shipping	2.00
4/29/2018	Amazon	Enterprises Eagle Hose Eaglewash	136.31
4/29/2018	Amazon	Bleach Sprayer	48.34
		<b>TOTAL</b>	<b>3,782.38</b>

# Monthly Debit Card Purchases

April 30, 2018

## G/L Coding

R&M - Parks & Facilities	546225.53910.5000	1,325.12
R&M - Pools	546074.53910.5000	693.56
R&M - Vehicles	546104.53910.5000	594.78
Capital Outlay-Vehicles	564041-53910-5000	-
R&M - Contingency (Misc.)	549900.53910.5000	58.54
R&M-Sidewalk	546084.53910.5000	272.11
OP Supplies - Fuel, Oil	552030.53910.5000	395.92
R&M - Equipment Boats	546223.53910.5000	439.16
R&M - Ponds	546073.53910.5000	40.20
Misc.-Security Enhancement	549911.53910.5000	(96.00)
R&M - Irrigation	546041.53902.5000	58.99
		<u><u>3,782.38</u></u>



Gerhard van der snel <gerhardharmony@gmail.com>

---

## Your refund for MBR1200B

1 message

---

return@amazon.com <return@amazon.com>  
To: gerhardharmony@gmail.com

Mon, Apr 2, 2018 at 6:54 PM



## Refund Confirmation

**Hello Gerhard Van Der Snel,**

We've issued your refund for the item below. Your return is now complete\*.

[View return & refund status](#)



MBR1200B

---

**Refund total: \$245.98\*\***

Refund will appear on your Master Card in 3-5 business days.

\* This is an advanced refund. If we don't receive the item listed above, we may charge your original payment method.

\*\* [Learn more about refunds](#)

This email was sent from a notification-only address that cannot accept incoming email. Please do not reply to this message.





**Final Details for Order #114-6675386-4998625**

Print this page for your records.

**Order Placed:** April 3, 2018**Amazon.com order number:** 114-6675386-4998625**Order Total:** \$34.56**Shipped on April 3, 2018****Items Ordered**2 of: *Sayhi Set of Stainless Steel Door Handle PULL and PUSH Plate*Sold by: MorningRising ([seller profile](#))

Condition: New

**Price**

\$17.28

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$34.56  
Shipping & Handling: \$0.00  
-----

Total before tax: \$34.56

Sales Tax: \$0.00  
-----**Total for This Shipment: \$34.56**  
-----**Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$34.56  
Shipping & Handling: \$0.00  
-----

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$34.56  
Estimated tax to be collected: \$0.00  
-----

**Grand Total: \$34.56**

To view the status of your order, return to [Order Summary](#).

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Approved G v/d Snel 04/30/2018

**Final Details for Order #111-0072512-1153864**Print this page for your records.**Order Placed:** April 3, 2018**Amazon.com order number:** 111-0072512-1153864**Order Total:** \$14.75**Shipped on April 3, 2018****Items Ordered**

	<b>Price</b>
1 of: Mule 600 / 610 Tail Gate Cable Hook Assembly Kit Replacement with Washers & Screws	\$14.75
Sold by: ATVWorks ( <a href="#">seller profile</a> )	

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal:	\$14.75
Shipping & Handling:	\$0.00
-----	
Total before tax:	\$14.75
Sales Tax:	\$0.00
-----	

**Total for This Shipment: \$14.75****Shipping Speed:**

Economy Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal:	\$14.75
Shipping & Handling:	\$0.00
-----	

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax:	\$14.75
Estimated tax to be collected:	\$0.00
-----	

**Grand Total: \$14.75****Credit Card transactions**

MasterCard ending in 4354: April 3, 2018: \$14.75

To view the status of your order, return to [Order Summary](#).[Conditions of Use](#) | [Privacy Notice](#) © 1996-2018, Amazon.com, Inc. or its affiliates

Approved G v/d Snel 04/30/2018



## Final Details for Order #111-2780828-8245866

Print this page for your records.

**Order Placed:** April 3, 2018

**Amazon.com order number:** 111-2780828-8245866

**Order Total:** \$149.98

**Shipped on April 4, 2018**

### Items Ordered

1 of: *Maximm Cat6 Outdoor Cable 250 feet - Black - Solid Copper 550Mhz, Waterproof Ethernet Cable Suitable for Direct Burial Installations.* **Price** \$74.99  
 Sold by: Maximm Cable ([seller profile](#))

Condition: New

### Shipping Address:

Gerhard van der Snel  
 7360 Five Oaks Dr  
 Office trailer  
 HARMONY, FLORIDA 34773-6047  
 United States

Item(s) Subtotal: \$74.99  
 Shipping & Handling: \$0.00  
 -----  
 Total before tax: \$74.99  
 Sales Tax: \$0.00  
 -----

**Total for This Shipment: \$74.99**

### Shipping Speed:

Two-Day Shipping

**Shipped on April 4, 2018**

### Items Ordered

1 of: *Maximm Cat6 Outdoor Cable 250 feet - Black - Solid Copper 550Mhz, Waterproof Ethernet Cable Suitable for Direct Burial Installations.* **Price** \$74.99  
 Sold by: Maximm Cable ([seller profile](#))

Condition: New

### Shipping Address:

Gerhard van der Snel  
 7360 Five Oaks Dr  
 Office trailer  
 HARMONY, FLORIDA 34773-6047  
 United States

Item(s) Subtotal: \$74.99  
 Shipping & Handling: \$0.00  
 -----  
 Total before tax: \$74.99  
 Sales Tax: \$0.00  
 -----

**Total for This Shipment: \$74.99**

### Shipping Speed:

Two-Day Shipping

Approved G v/d Snel 04/30/2018

### Payment information

### Payment Method:

Debit Card | Last digits: 4354

Item(s) Subtotal: \$149.98

*Security Enhance*

④

# National Tire & Auto

304 13th Street

St.Cloud, FL 34769

407-593-2136

Invoice # 1-33514 Dealer ID# Page 1 of 1

Date 04/03/2018

Emp: 1-18 0 / 1-18 0

In Apr 03, 2018 4:31 pm

Out Apr 03, 2018 4:32 pm

\*\*\*\*\*INVOICE\*\*\*\*\*

Sold To:  
HARMONY CDD  
210 N UNIVERSITY DR #702  
CORAL SPRINGS FL 33071

Ship To:

Other Information:

Vehicle:  
License:  
Mileage: In: 0 Out: 1  
Vin#:  
PO#:

BAR ID:

EPA ID:

Home Phone: 407-301-2235

Salesman	Mechanic	Part #	QTY	Description	Parts	Labor	FET	Total
64	25	TRS-BASIC-PAS	4.00	BASIC TIRE INSTALL	0.00	14.99	0.00	59.96

Card Type: DEBIT CARD

CC#: \*\*\*\*\*XXXX

Auth. # XXXX

Amount:

\$61.40

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

Buyer agrees to pay total amount above, according to cardholder's agreement with issuer.

Vehicle

NATIONAL TIRE & AUTO,  
LL

304 13TH STREET  
SAINT CLOUD, FL 34769  
4075932136

Cashier: Lukas

Transaction 007564

Total \$61.40

CREDIT CARD SALE \$61.40  
MASTERCARD 4354

03-Apr-2018 4:31:57P  
\$61.40 | Method: SWIPED  
MASTERCARD

XXXXXXXXXXXX4354  
GERHARD SNEL VAN DER

Ref #: 809300549641

Auth #: 043365

MID: \*\*\*\*\*6883

AthNtwkNm: MASTERCARD

SIGNATURE VERIFIED

Online: <https://clover.com/p/PWMG5PJKF665J>

Cash: Check: 0.00 Credit: 61.40 Charge:  
Change:

Parts: 59.96  
Labor: 1.44  
SHOP SUPPLIES: 61.40  
Subtotal: 61.40  
Sales Tax:  
Total: \$61.40

Approved G v/d Snel 04/03/2018

5



Truck.

Wawa #5123  
 1125 E Irlo Bronson  
 St. Cloud FL 34769  
 \*\*\*\*\*  
 4/3/2018 4:19:47 PM  
 Term: JD12067193001  
 Appr: 002335  
 Seq#: 057482  
 Product: Unleaded  
 Pump Gallons Price  
 05 21.454 \$2.579  
 Total Sale \$55.33  
 Capture

MasterCard  
 XXXXXXXXXXXXX4354  
 Swiped

04/03/2018 16:16:29

I agree to pay the  
 above Total Amount  
 according to Card  
 Issuer Agreement.

\*\*\*\*\*

YOUR OPINION MATTERS

Tell us about your  
 experience at

\* MyWawaVisit.com \*

Take our survey for  
 a chance to win a  
 \$250 Wawa Gift Card

Disponibile

en Espanol

\*\*\*\*\*

Survey Code: 1529068

Store Number:05123

\*\*\*\*\*

Please respond  
 within 5 days

NO PURCHASE

NECESSARY

See rules at website

Approved G v/d Snel 04/03/2018

amazon.com

**Final Details for Order #111-1341628-9406635**Print this page for your records.**Order Placed:** April 3, 2018**Amazon.com order number:** 111-1341628-9406635**Seller's order number:** 32550324**Order Total:** \$48.22**Shipped on April 3, 2018****Items Ordered**1 of: *Mobil Delvac Syn Gear 75W90, Gear Oil, 1g 112811*  
Sold by: SIM Supply, Inc. ([seller profile](#))

Condition: New

**Price**

\$48.22

**Shipping Address:**Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United StatesItem(s) Subtotal: \$48.22  
Shipping & Handling: \$0.00Total before tax: \$48.22  
Sales Tax: \$0.00**Total for This Shipment: \$48.22****Shipping Speed:**

Standard Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$48.22  
Shipping & Handling: \$0.00**Billing address**GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United StatesTotal before tax: \$48.22  
Estimated tax to be collected: \$0.00**Grand Total: \$48.22****Credit Card transactions**

MasterCard ending in 4354: April 3, 2018 \$48.22

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Approved G v/d Snel 04/30/2018

(7)

APlus  
0067-6718-00  
6990 E Irlo Bronson  
St. Cloud Florida 34  
\* FINAL RECEIPT\*  
For Credit Sales  
Card Charged Only  
Total Shown Below.

Trans #: 193991  
Grade: Regular (87)  
Pump Number: 04  
Gallons: 18.315  
Price: \$2.599  
Total Fuel: \$47.60

Total Sale: \$47.60

Term: JD12418058001

Appr: 046602

Seq#: 035105  
Capture

MasterCard  
XXXXXXXXXXXX4354  
Swiped

04/03/2018 07:43:16

-----  
Thank You For  
Fueling Up At APlus!  
Bring In This  
Receipt For Any Size  
Coffee For Only 79¢!  
[PLU 6865]  
-----

Approved G v/d Snel 04/03/2018

You sent a payment of \$38.49 USD to Power Sports Nation  
(sales@powersportsnation.com)

Thanks for using PayPal. To see all the transaction details, log in to your PayPal account.

It may take a few moments for this transaction to appear in your account.

**Seller**

Power Sports Nation  
sales@powersportsnation.com

**Note to seller**

You haven't included a note.

**Shipping address - confirmed**

Harmony CDD  
7005 Five Oaks Dr  
Harmony, FL 34773-6004  
United States

**Shipping details**

The seller hasn't provided any shipping details yet.

*Approved G v/d Snel 04/03/2018*

Description	Unit price	Qty	Amount
	\$38.49 USD	1	\$38.49 USD

Kawasaki Mule 2510 Diesel 4x4 2000 Taillight

#1 16653

Item# 302687393127

ebay

*Vehicle*

Shipping and handling	\$0.00 USD
Insurance - not offered	----
<b>Total</b>	<b>\$38.49 USD</b>
<b>Payment</b>	<b>\$38.49 USD</b>

This charge will appear on your credit card statement as "PAYPAL  
\*POWERSPORTS"

Payment sent to sales@powersportsnation.com

⑨



**Final Details for Order #111-7640338-5357052**Print this page for your records.**Order Placed:** April 3, 2018**Amazon.com order number:** 111-7640338-5357052**Order Total:** \$36.76**Shipped on April 4, 2018****Items Ordered**1 of: *ALEKO OEXP02 1.6 Liter Oil and Fluid Extractor Pump For Automotive Fluids*Sold by: The Best Online Shop ([seller profile](#))

Condition: New

**Price**

\$10.98

**Shipping Address:**Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$10.98

Shipping &amp; Handling: \$0.00

Total before tax: \$10.98

Sales Tax: \$0.00

**Total for This Shipment: \$10.98****Shipping Speed:**

Two-Day Shipping

**Shipped on April 4, 2018****Items Ordered**1 of: *OEM Yamaha Outboard Fuel Filter Element 61N-24563-10-00*Sold by: PWC Parts ([seller profile](#))

Condition: New

1 of: *OEM Yamaha Oil Filter Element for Outboards, PWC and Motorcycles 5GH-13440-50-00*Sold by: MOTORCYCLE MARKET PLACE ([seller profile](#))

Condition: New

**Price**

\$11.86

\$13.92

**Shipping Address:**Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$25.78

Shipping &amp; Handling: \$0.00

Total before tax: \$25.78

Sales Tax: \$0.00

**Total for This Shipment: \$25.78****Shipping Speed:**

Two-Day Shipping

Approved G v/d Snel 04/30/2018

Boats

(10)

**Final Details for Order #111-4910001-4166623**

Print this page for your records.

**Order Placed:** April 3, 2018**Amazon.com order number:** 111-4910001-4166623**Order Total: \$11.67****Shipped on April 4, 2018****Items Ordered**

1 of: *Briggs & Stratton 2-Cycle Easy Mix Motor Oil - 16 Oz. 100036*  
Sold by: Amazon.com Services, Inc.

**Price**

\$11.67

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$11.67  
Shipping & Handling: \$0.00

Total before tax: \$11.67  
Sales Tax: \$0.00

**Total for This Shipment: \$11.67****Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$11.67  
Shipping & Handling: \$0.00

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$11.67  
Estimated tax to be collected: \$0.00

**Grand Total: \$11.67**

To view the status of your order, return to Order Summary.

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amazon.com

**Final Details for Order #111-8134480-5013039**Print this page for your records.**Order Placed:** April 3, 2018**Amazon.com order number:** 111-8134480-5013039**Order Total: \$9.68****Shipped on April 4, 2018****Items Ordered**1 of: *Sierra International 18-2371 Marine Drain Screw for Yamaha Outboard* **Price**  
*Motor* \$9.68Sold by: PWC Parts ([seller profile](#))

Condition: New

**Shipping Address:**Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United StatesItem(s) Subtotal: \$9.68  
Shipping & Handling: \$0.00  
-----Total before tax: \$9.68  
Sales Tax: \$0.00  
-----**Total for This Shipment: \$9.68**  
-----**Shipping Speed:**

Standard Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$9.68  
Shipping & Handling: \$0.00  
-----**Billing address**GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United StatesTotal before tax: \$9.68  
Estimated tax to be collected: \$0.00  
-----**Grand Total: \$9.68****Credit Card transactions**MasterCard ending in 4354: April 4, 2018: \$9.68To view the status of your order, return to [Order Summary](#).[Conditions of Use](#) | [Privacy Notice](#) © 1996-2018, Amazon.com, Inc. or its affiliates*Approved G v/d Snel 04/30/2018*

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**Final Details for Order #111-9071667-2862639**Print this page for your records.**Order Placed:** April 3, 2018**Amazon.com order number:** 111-9071667-2862639**Order Total: \$8.50****Shipped on April 4, 2018****Items Ordered**1 of: 3x Fribe Washer 90430-08020 Gasket Seals Yamaha Jet-ski Motorcycle **Price** \$8.50

Diesel Snow

Sold by: YAMADURA ([seller profile](#)) | Product question? [Ask Seller](#)

Condition: New

**Shipping Address:**Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United StatesItem(s) Subtotal: \$8.50  
Shipping & Handling: \$0.00Total before tax: \$8.50  
Sales Tax: \$0.00**Total for This Shipment: \$8.50****Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$8.50  
Shipping & Handling: \$0.00**Billing address**GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United StatesTotal before tax: \$8.50  
Estimated tax to be collected: \$0.00**Grand Total: \$8.50**To view the status of your order, return to [Order Summary](#).[Conditions of Use](#) | [Privacy Notice](#) © 1996-2018, Amazon.com, Inc. or its affiliates

Approved G v/d Snel 04/30/2018



amazon.com

**Final Details for Order #114-6983645-6977012**Print this page for your records.**Order Placed:** April 5, 2018**Amazon.com order number:** 114-6983645-6977012**Order Total:** \$287.93**Shipped on April 5, 2018****Items Ordered**1 of: *Minn Kota 09-15 E-Drive Main Control Board #2884017*Sold by: Sports-Nuts, Inc. ([seller profile](#))

Condition: New

**Price**

\$287.93

**Shipping Address:**Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$287.93

Shipping &amp; Handling: \$0.00

Total before tax: \$287.93

Sales Tax: \$0.00

**Total for This Shipment: \$287.93****Shipping Speed:**

Standard Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$287.93

Shipping &amp; Handling: \$0.00

**Billing address**GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$287.93

Estimated tax to be collected: \$0.00

**Grand Total: \$287.93****Credit Card transactions**

MasterCard ending in 4354: April 5, 2018: \$287.93

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**Final Details for Order #111-7902885-7092206**

Print this page for your records.

**Order Placed:** April 3, 2018**Amazon.com order number:** 111-7902885-7092206**Seller's order number:** 16849249**Order Total:** \$27.20**Shipped on April 5, 2018****Items Ordered****Price**

1 of: *OEM Yamaha Mini-10 10-Micron Fuel/Water Separating Filter Only MAR-MINIF-IL-TR* \$10.27

Sold by: Shorts Marine Discount Parts ([seller profile](#))

Condition: New

1 of: *OEM Yamaha Multipurpose Quart Pump 1-1/8" Neck ACC-PUMP0-00-QT* \$10.99

Sold by: Shorts Marine Discount Parts ([seller profile](#))

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$21.26  
Shipping & Handling: \$5.94

Total before tax: \$27.20  
Sales Tax: \$0.00

**Total for This Shipment: \$27.20**

**Shipping Speed:**

Standard Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$21.26  
Shipping & Handling: \$5.94

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$27.20  
Estimated tax to be collected: \$0.00

**Grand Total: \$27.20**

**Credit Card transactions**

MasterCard ending in 4354: April 5, 2018: \$27.20

To view the status of your order, return to [Order Summary](#).

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Boats

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**Final Details for Order #111-3631562-2648201**

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**Order Placed:** April 3, 2018**Amazon.com order number:** 111-3631562-2648201**Order Total:** \$23.00**Shipped on April 4, 2018****Items Ordered****Price**

1 of: *Yamaha 68T-24251-01-00 Strainer 1; Outboard Waverunner Sterndrive* \$23.00  
*Marine Boat Parts*  
Sold by: PWC Parts ([seller profile](#))

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$23.00  
Shipping & Handling: \$0.00  
-----  
Total before tax: \$23.00  
Sales Tax: \$0.00  
-----

**Total for This Shipment: \$23.00**  
-----**Shipping Speed:**

Standard Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$23.00  
Shipping & Handling: \$0.00  
-----

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$23.00  
Estimated tax to be collected: \$0.00  
-----

**Grand Total: \$23.00****Credit Card transactions**MasterCard ending in 4354: April 4, 2018 **\$23.00**To view the status of your order, return to [Order Summary](#).

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*Approved G v/d Snel 04/30/2018**Boats*  
*(10)*

Thanks for using PayPal. To see all the transaction details, log in to your PayPal account.

It may take a few moments for this transaction to appear in your account.

**Seller**

SALA Graphics  
signsdept@salagraphics.com

**Note to seller**

You haven't included a note.

**Shipping address - confirmed**

Harmony CDD  
7005 Five Oaks Dr  
Harmony, FL 34773-6004  
United States

**Shipping details**

The seller hasn't provided any shipping details yet.

Description	Unit price	Qty	Amount
No Household Trash Sign. Size Options. Garbage & Dumpster Rules Refuse Cans	\$19.99 USD	1	\$19.99 USD

Gmail - Receipt for your PayPal payment to SALA Graphics

Page 2 of 2

[Aluminum,12x18]

Item# 123037994866

*Approved G v/d Snel 04/03/2018*

**ebay**

*parlus*

Shipping and handling	\$0.00 USD
Insurance - not offered	----
Tax	\$1.40 USD
<b>Total</b>	<b>\$21.39 USD</b>

**Payment** \$21.39 USD

This charge will appear on your credit card statement as "PAYPAL \*SALAGRAPHIC"

Payment sent to signsdept@salagraphics.com

**Issues with this transaction?**

You have 180 days from the date of the transaction to open a dispute in the Resolution Center.

? Questions? Go to the Help Center at: [www.paypal.com/help](http://www.paypal.com/help)

(17)





Gerhard van der snel <gerhardharmony@gmail.com>

---

## Refund on order 114-9962487-5181019

1 message

---

Amazon.com <payments-messages@amazon.com>  
To: gerhardharmony@gmail.com

Fri, Apr 6, 2018 at 1:17 PM

Hello,

We're writing to let you know we processed your refund of \$50.53 for your Order 114-9962487-5181019 from Outdoor Shopping.

This refund is for the following item(s):

Item: Fulton 008584 Trailer Fenders Plastic Fender, 14-Inch Tire Size, Black  
Quantity: 1  
ASIN: B007V4Y1YY  
Reason for refund: Customer return

Here's the breakdown of your refund for this item:

Item Refund: \$50.53

We'll apply your refund to the following payment method(s):

Debit Card: \$50.53

We've processed a refund for the above order in the amount of \$50.53. In most cases, once a refund has been submitted, the issuing bank will post it to your account within 3-5 business days when issued to a credit card. Refunds issued to a bank account or pin-less debit typically take 10 business days to reflect on the account balance. This time frame may vary from one financial institution to another.

Have questions about our refund policy?  
Visit our Help section for more information:

<http://www.amazon.com/refunds>

We look forward to seeing you again soon.

Sincerely,

Amazon.com  
We're Building Earth's Most Customer-Centric Company  
<http://www.amazon.com>

Note: this e-mail was sent from a notification-only e-mail address that cannot accept incoming e-mail.  
Please do not reply to this message.

*Vehicles -*

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amazon.com

**Final Details for Order #112-3397550-2588229**Print this page for your records.**Order Placed:** April 5, 2018**Amazon.com order number:** 112-3397550-2588229**Order Total:** \$27.99**Shipped on April 7, 2018****Items Ordered**

1 of: Glarks 540pcs 22-16 / 16-14 / 12-10 Gauge Nylon Heat Shrink  
Waterproof Electrical Insulated Quick Splice Fork Butt Bullet Spade Butt T-Tap  
Crimp Terminals Connectors Assortment Kit  
Sold by: Connectors & Wire & Tools ([seller profile](#))

**Price**

\$27.99

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$27.99  
Shipping & Handling: \$0.00  
-----

Total before tax: \$27.99  
Sales Tax: \$0.00  
-----

**Total for This Shipment: \$27.99**  
-----**Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$27.99  
Shipping & Handling: \$0.00  
-----

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$27.99  
Estimated tax to be collected: \$0.00

**Grand Total: \$27.99**To view the status of your order, return to [Order Summary](#).[Conditions of Use](#) | [Privacy Notice](#) © 1996-2018, Amazon.com, Inc. or its affiliates

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amazon.com

**Final Details for Order #111-4578652-6813038**Print this page for your records.

**Order Placed:** April 3, 2018  
**Amazon.com order number:** 111-4578652-6813038  
**Seller's order number:** 557345  
**Order Total:** \$75.91

**Shipped on April 6, 2018**

Items Ordered	Price
1 of: <i>Kawasaki 05-16 Mule Guard Front Bumper F. 55020-0090-6Z New OEM</i>	\$75.91
Sold by: Louis Powersports ( <a href="#">seller profile</a> )	

Condition: New

**Shipping Address:**  
Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$75.91  
Shipping & Handling: \$0.00  
-----  
Total before tax: \$75.91  
Sales Tax: \$0.00  
-----

**Total for This Shipment: \$75.91**  
-----

**Shipping Speed:**  
Standard Shipping

**Payment information**

**Payment Method:**  
Debit Card | Last digits: 4354

Item(s) Subtotal: \$75.91  
Shipping & Handling: \$0.00  
-----

**Billing address**  
GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$75.91  
Estimated tax to be collected: \$0.00  
-----

**Grand Total: \$75.91****Credit Card transactions**MasterCard ending in 4354: April 6, 2018: \$75.91To view the status of your order, return to [Order Summary](#).[Conditions of Use](#) | [Privacy Notice](#) © 1996-2018, Amazon.com, Inc. or its affiliates

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**Final Details for Order #111-8212356-4813051**

Print this page for your records.

**Order Placed:** April 7, 2018**Amazon.com order number:** 111-8212356-4813051**Order Total:** \$58.99**Shipped on April 7, 2018****Items Ordered****Price**

1 of: 39 Drawer Plastic Small Parts Storage Bin Organizer Hardware and Craft Cabinet Teacher Tool Box (39 Drawers, Red)  
Sold by: QuLife ([seller profile](#))

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$53.99  
Shipping & Handling: \$5.00  
-----  
Total before tax: \$58.99  
Sales Tax: \$0.00  
-----

**Total for This Shipment: \$58.99**  
-----**Shipping Speed:**

Standard Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$53.99  
Shipping & Handling: \$5.00  
-----

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$58.99  
Estimated tax to be collected: \$0.00  
-----

**Grand Total: \$58.99****Credit Card transactions**

MasterCard ending in 4354: April 7, 2018: \$58.99

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amazon.com

**Final Details for Order #114-7660243-2198631**Print this page for your records.**Order Placed:** April 9, 2018**Amazon.com order number:** 114-7660243-2198631**Order Total:** \$36.90**Shipped on April 9, 2018****Items Ordered****Price**

1 of: 6ft UL Listed Indoor, Outdoor AC Power Electric Cable Extension Cord 16 Gauge 3 prongs 125 Volts, 13 Amps. Meets OSHA Standards. 6 feet foot Black (1,2,3,6,10,15,25,40,50,75,100 ft) \$9.99

Sold by: Husky Mounts ([seller profile](#)) | Product question? [Ask Seller](#)

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$9.99  
Shipping & Handling: \$0.00

Total before tax: \$9.99  
Sales Tax: \$0.00

**Shipping Speed:**

Two-Day Shipping

**Total for This Shipment: \$9.99****Shipped on April 9, 2018****Items Ordered****Price**

3 of: Journeyman-Pro 515PV 15 Amp 120-125 Volt, NEMA 5-15P, 2Pole 3Wire, Straight Blade, Male Plug Replacement Cord Outlet, Commercial Grade PVC Black (BLACK 1-PACK) \$8.97

Sold by: Heezy ([seller profile](#)) | Product question? [Ask Seller](#)

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$26.91  
Shipping & Handling: \$0.00

Total before tax: \$26.91  
Sales Tax: \$0.00

**Shipping Speed:**

Two-Day Shipping

**Total for This Shipment: \$26.91**

Approved G v/d Snel 05/09/2018

**Payment information**

1061

**Payment Method:**

Debit Card | Last digits: 4354

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Item(s) Subtotal: \$36.90  
Shipping & Handling: \$0.00

Total before tax: \$36.90  
Estimated tax to be collected: \$0.00

**Grand Total: \$36.90**

To view the status of your order, return to [Order Summary](#).

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2 of 1

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22



Gerhard van der snel &lt;gerhardharmony@gmail.com&gt;

**Premium Poly Patios - Poly Lumber Furniture: New Order # PLF-00012145**

1 message

**Premium Poly Patios - Customer Support** <helpdesk@zicominc.com>  
To: Gerhard Van Der Snel <gerhardharmony@gmail.com>

Mon, Apr 9, 2018 at 3:50 PM

## Premium Poly Patios

**THANK YOU FOR YOUR ORDER FROM  
PREMIUM POLY PATIOS - POLY  
LUMBER FURNITURE.**

**PLEASE Read!** Once your package ships we will send an email with a link to track your order. If there are any issues with your order what soever, please respond to this email with your inquiries.

Your order summary is below.  
Thank you again for your business.

**Order Questions?****Call Us:** (877)-904-1234**Store Hours:****Customer Service:** 9am-5pm EST  
Mon-Fri.**Sales:** 9am-10pm EST 7 Days**Chat Live:** 9am-10pm EST 7 Days**Your order #PLF-00012145**

Placed on April 9, 2018 3:49:57 PM EDT

**ITEM IN YOUR ORDER****QTY PRICE****LITTLE COTTAGE HERITAGE HIGH FAN BACK  
ROCKER**

4 \$1,436.00

SKU: LCC-115-LCC-Cedar on Black

*Select Color*

LCC-Cedar on Black

Subtotal	\$1,436.00
Shipping & Handling	\$0.00
Discount (FEB15)	-\$215.40
Grand Total	\$1,220.60

*Approved G v/d Snel 05/09/2018**parkus*

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**Final Details for Order #113-0818289-4435406**

Print this page for your records.

**Order Placed:** April 10, 2018**Amazon.com order number:** 113-0818289-4435406**Order Total:** \$14.96**Shipped on April 10, 2018****Items Ordered**

1 of: *Camco 55373 Large Battery Box - Groups 27, 30 and 31*  
Sold by: Amazon.com Services, Inc.

**Price**

\$14.96

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$14.96  
Shipping & Handling: \$0.00  
-----

Total before tax: \$14.96

Sales Tax: \$0.00  
-----**Total for This Shipment: \$14.96**  
-----**Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$14.96  
Shipping & Handling: \$0.00  
-----

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$14.96  
Estimated tax to be collected: \$0.00  
-----

**Grand Total: \$14.96**

To view the status of your order, return to [Order Summary](#).

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**Final Details for Order #111-7025162-1809032**

Print this page for your records.

**Order Placed:** April 10, 2018**Amazon.com order number:** 111-7025162-1809032**Order Total:** \$13.99**Shipped on April 10, 2018****Items Ordered****Price**

1 of: Anyray® A1710Y (5)-lamps G8 100W 100 Watt 130V Halogen T4 Light \$13.99  
G8 Bulbs 120V GY8.6 lamps  
Sold by: Anyray\_Mall ([seller profile](#))

Condition: New

Anyray® A1710Y (5)-lamps G8 100W 100 Watt 130V Halogen T4 Light G8 Bulbs 120V GY8.6 lamps

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$13.99  
Shipping & Handling: \$0.00  
-----

Total before tax: \$13.99  
Sales Tax: \$0.00  
-----

**Total for This Shipment: \$13.99**  
-----**Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$13.99  
Shipping & Handling: \$0.00  
-----

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$13.99  
Estimated tax to be collected: \$0.00  
-----

**Grand Total: \$13.99**To view the status of your order, return to [Order Summary](#).*Boats*

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*Approved G v/d Snel 04/30/2018**25*

APlus  
0067-6718-00  
6990 E Irlo Bronson  
St. Cloud Florida 34  
\* FINAL RECEIPT\*  
For Credit Sales  
Card Charged Only  
Total Shown Below.

Trans #: 194898  
Grade: Regular (87)  
Pump Number: 11  
Gallons: 16.759  
Price: \$2.579  
Total Fuel: \$43.22

Total Sale: \$43.22

Term: JD12418058001

Appr: 055571

Seq#: 039070  
Capture

MasterCard  
XXXXXXXXXXXX4354  
Swiped

04/10/2018 08:05:11

-----  
Thank You For  
Fueling Up At APlus!  
Bring In This  
Receipt For Any Size  
Coffee For Only 79¢!  
[PLU 6865]  
-----

Approved A v/d Snel 04/10/2018

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Piesel

APlus  
 0067-6718-00  
 6990 E Irlo Bronson  
 St. Cloud Florida 34  
 \* FINAL RECEIPT\*  
 For Credit Sales  
 Card Charged Only  
 Total Shown Below.

Trans #: 194912  
 Grade: Diesel ULSD  
 Pump Number: 11  
 Gallons: 13.938  
 Price: \$2.999  
 Total Fuel: \$41.80  
 Total Sale: \$41.80

Term: JD12418058001

Appr: 066926

Seq#: 039075  
 Capture

MasterCard  
 XXXXXXXXXXXXX4354  
 Swiped

04/10/2018 08:13:21

-----  
 Thank You For  
 Fueling Up At APlus!  
 Bring In This  
 Receipt For Any Size  
 Coffee For Only 79¢!  
 [PLU 6865]  
 -----

Approved G v/d Snel 04/10/2018

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Gas

Pressure Washer

APlus

0067-6718-00

6990 E Irlo Bronson  
St. Cloud Florida 34

\* FINAL RECEIPT\*

For Credit Sales

Card Charged Only

Total Shown Below.

Trans #: 194912  
Grade: Regular (87)  
Pump Number: 05  
Gallons: 5.721  
Price: \$2.579  
Total Fuel: \$14.75  
Total Sale: \$14.75

Term: JD12418058001

Appr: 067643

Seq#: 039076

Capture

MasterCard

XXXXXXXXXXXX4354

Swiped

04/10/2018 08:13:48

-----  
Thank You For  
Fueling Up At APlus!  
Bring In This  
Receipt For Any Size  
Coffee For Only 79¢!  
[PLU 6865]  
-----

Approved G v/d Snel 04/10/2018





## Final Details for Order #113-4251188-7769031

Print this page for your records.

**Order Placed:** April 10, 2018

**Amazon.com order number:** 113-4251188-7769031

**Seller's order number:** amzn113-4251188-7769031

**Order Total:** \$9.88

**Shipped on April 11, 2018**

### Items Ordered

1 of: *Yamaha 6R3-12582-00-00 JOINT,HOSE 2; 6R3125820000*  
Sold by: Boating Accessories ([seller profile](#))

Condition: New

### Price

\$9.88

### Shipping Address:

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$9.88  
Shipping & Handling: \$0.00

Total before tax: \$9.88  
Sales Tax: \$0.00

**Total for This Shipment: \$9.88**

### Shipping Speed:

Standard Shipping

## Payment information

### Payment Method:

Debit Card | Last digits: 4354

Item(s) Subtotal: \$9.88  
Shipping & Handling: \$0.00

### Billing address

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$9.88  
Estimated tax to be collected: \$0.00

**Grand Total: \$9.88**

### Credit Card transactions

MasterCard ending in 4354: April 11, 2018: \$9.88

To view the status of your order, return to [Order Summary](#).

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*Approved G v/d Snel 04/30/2018*

*29*



## Final Details for Order #113-3970172-6983466

Print this page for your records.

**Order Placed:** April 10, 2018

**Amazon.com order number:** 113-3970172-6983466

**Order Total:** \$7.26

**Shipped on April 11, 2018**

### Items Ordered

### Price

2 of: *Dovewill Motorcycle ATV Scooter Outboard Boat Kill Stop Switch & Safety* \$3.63

*Tether Lanyard FIT for Yamaha*

Sold by: MEILI ECOMMERCE ([seller profile](#))

Condition: New

### Shipping Address:

Gerhard van der Snel

7360 Five Oaks Dr

Office trailer

HARMONY, FLORIDA 34773-6047

United States

Item(s) Subtotal: \$7.26

Shipping & Handling: \$0.00

Total before tax: \$7.26

Sales Tax: \$0.00

**Total for This Shipment: \$7.26**

### Shipping Speed:

Standard Shipping

## Payment information

### Payment Method:

Debit Card | Last digits: 4354

Item(s) Subtotal: \$7.26

Shipping & Handling: \$0.00

### Billing address

GERHARD VAN DER SNEL HARMONY CDD

210 N UNIVERSITY DR STE 702

CORAL SPRINGS, FL 33071-7320

United States

Total before tax: \$7.26

Estimated tax to be collected: \$0.00

**Grand Total: \$7.26**

### Credit Card transactions

MasterCard ending in 4354: April 11, 2018: **\$7.26**

To view the status of your order, return to [Order Summary](#).

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*Approved G v/d Snel 04/30/2018*

*Boats*

*30*

**Final Details for Order #113-8235606-0465865**

Print this page for your records.

**Order Placed:** April 16, 2018**Amazon.com order number:** 113-8235606-0465865**Order Total:** \$63.99**Shipped on April 16, 2018****Items Ordered**

1 of: JGB Enterprises Eagle Hose Eaglewash I Wrapped Grey Modified Nitrile  
Pressure Washer Hose Assembly, 3/8" NPT Male X NPT Male Swivel with  
Guards, 4000

Sold by: Amazon.com Services, Inc.

Condition: New

**Price****Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$52.00  
Shipping & Handling: \$11.99

Total before tax: \$63.99  
Sales Tax: \$0.00

**Total for This Shipment: \$63.99**

**Shipping Speed:**

One-Day Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$52.00  
Shipping & Handling: \$11.99

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$63.99  
Estimated tax to be collected: \$0.00

**Grand Total: \$63.99**

To view the status of your order, return to Order Summary.

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31

**Harmony Market LLC**  
 7272 Harmony Square Drive S  
 Harmony, FL 34773  
**(407) 687-6701**

Cashier: Amy W.  
 Receipt: R149

Apr 13, 2018  
 9:19 AM

---

**Item(s)**

ROXANE	\$2.97 x 10	\$29.70
PURIFIED WATER		
24 PACK		

---

Subtotal (before tax)	\$29.70
<b>Total</b>	<b>\$29.70</b>

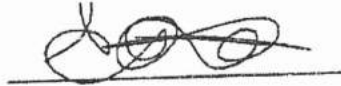
---

**Amount Charged** **\$29.70**

Card #: \*\*\*\* \* 4354  
 Auth Code: 028728  
 SALE - MasterCard MAG  
 MID: \*\*\*\*09193  
 TID: \*\*\*\*9162

Approved

Signature



IMPORTANT - RETAIN FOR YOUR RECORDS  
 04/13/2018 09:18:53

**Customer Copy**

---

Thank you for your business!

Approved G v/d Snel 04/16/2018

Misc Contingency-  
 32

APlus  
8867-6718-08  
6990 E Irlo Bronson  
St. Cloud Florida 34  
\* FINAL RECEIPT\*  
For Credit Sales  
Card Charged Only  
Total Shown Below.

Trans #: 195889  
Grade: Regular (87)  
Pump Number: 11  
Gallons: 26.487  
Price: \$2.579  
Total Fuel: \$68.10

Total Sale: \$68.10

Term: JD12418858801

Appr: 028511

Seq#: 042886  
Capture

MasterCard  
XXXXXXXXXXXX4354  
Swiped

04/17/2018 07:45:36

-----  
Thank You For  
Fueling Up At APlus!  
Bring In This  
Receipt For Any Size  
Coffee For Only 74¢!  
[PLU 6865]  
-----

Approved G v/d Snel 04/17/2018

33.





## Shipment Receipt

April 18, 2018

1Z89T1U10390345766

## Where

## Ship From

Gerhard van der Snel, Gerhard van der Snel  
7360 Five Oaks Dr, Office trailer  
HARMONY, FL 34773

## Ship To

Sports Nuts, 888-435-2628  
68 Rock Hill Drive  
ROCK HILL, NY 12775

## Return To

Gerhard van der Snel, Gerhard van der Snel  
7360 Five Oaks Dr, Office trailer  
HARMONY, FL 34773

## What

## Package 1 - 1Z89T1U10390345766

## Weight

3.00  
(3.0 lbs billable)

## Dimensions

12 x 4 x 3 in  
Customer Packaging

## Declared Value

\$280.00

## When

## Service Selection:

UPS Ground

## Arrival:

April 24, 2018, by End of Day

## Scheduled Pickup:

April 19, 2018, 9:00 AM - 4:00 PM at Front  
Door

## Pickup Request Number:

2923L3LQRGD

## Additional Options

Direct Delivery Only

## Payment

## Bill Shipping Charges To:

MasterCard - ending in 4354

## Shipping Total

## Shipping Fees

UPS Ground  
- Package 1. \$11.75  
  
Delivery Area Surcharge -  
Extended  
- Package 1. \$1.60

## Additional Option Fees

Direct Delivery Only \$2.00  
  
Declared Value  
- Package 1. \$2.70

## Pickup Charges

Base Charge \$5.80

## Subtotals

Shipping Fees \$13.35  
Additional Option Fees \$4.70  
Pickup Charges \$5.80  
Combined Charges \$23.85

Transportation Charges: Services listed as guaranteed are backed by a money-back guarantee for transportation charges only. UPS guarantees the day of delivery for every ground package you ship to any address within all 50 states and Puerto Rico. See Terms and Conditions in the Service Guide for details.

Approved G v/d Snel 04/17/2018

Misc Contingency

Note: This document is not an invoice. Your final invoice may vary from the displayed reference rates.

\* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

## Responsibility for Loss or Damage

Unless governed by the Convention for the Unification of Certain Rules Relating to International Transportation by Air (Warsaw Convention), the Convention on the Contract for the International Carriage of Goods by Road (CMR Convention) or other mandatory law, UPS's liability for damage, loss or delay of this shipment is limited to a maximum of US\$100 (or local currency equivalent) or as otherwise limited by the UPS Terms and Conditions of Carriage/Service for the country of origin of this shipment. No protection for loss or damage of this shipment in excess of the amount pursuant to the previous sentence is provided unless the shipper declares a higher value for carriage and pays an additional charge. If the shipper declares a higher value for carriage and pays the applicable charge, then liability shall be limited to proven damages of not more than the sum so declared. If C.O.D. is available for this shipment, the entry of a C.O.D. amount is not a declaration of value for carriage, and all checks or other negotiable instruments tendered in payment of C.O.D. amounts will be accepted by UPS at shipper's risk. UPS does not accept for transportation packages with a value of more than US\$50,000 (or the local currency equivalent) if payment is made with (or guaranteed by) a UPS account number, US\$5,000 (or the local currency equivalent) if payment for this shipment is made with a credit card (and not guaranteed by a UPS account number), US\$999 (or the local currency equivalent) for shipments having an origin in the Bahamas, Costa Rica, Guatemala, New Zealand or Panama or as otherwise limited by the UPS Terms and Conditions of Carriage/Service for the country of origin of this shipment. UPS does not accept for UPS Worldwide Express Freight Service pallets with a value of more than US\$100,000. Claims not made within the time limits set forth in the applicable Terms and Conditions of Carriage/Service shall be deemed waived. UPS shall not be liable for any special, incidental, or consequential damages. There are no stopping places which are agreed upon at the time of tender of the shipment, and UPS reserves the right to route the shipment in any way UPS deems appropriate. Where allowed by law, the shipper authorizes UPS to act as forwarding agent for export control and customs purposes. Shipper states this shipment complies with all laws, including applicable provisions of US Export Administration Regulations. Diversion contrary to U.S. law prohibited. All shipments are subject to the Terms and Conditions of Carriage/Service for the country of origin, which can be found at [www.ups.com](http://www.ups.com).

†When using UPS Consignee Billing, declared value charges, if any, will be billed to the shipper's UPS Account

**Final Details for Order #111-4570504-4683468**

Print this page for your records.

**Order Placed:** April 19, 2018**Amazon.com order number:** 111-4570504-4683468**Order Total:** \$32.19**Shipped on April 22, 2018****Items Ordered****Price**

1 of: *Classic Accessories 18-135-010403-00 Black QuadGear UTV Bench Seat Cover* \$32.19

Sold by: Amazon.com Services, Inc.

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$32.19  
Shipping & Handling: \$0.00

Total before tax: \$32.19  
Sales Tax: \$0.00

**Total for This Shipment: \$32.19**

**Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$32.19  
Shipping & Handling: \$0.00

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$32.19  
Estimated tax to be collected: \$0.00

**Grand Total: \$32.19**

To view the status of your order, return to [Order Summary](#).

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**Final Details for Order #112-5397075-4847429**

Print this page for your records.

**Order Placed:** April 19, 2018**Amazon.com order number:** 112-5397075-4847429**Order Total:** \$40.20**Shipped on April 24, 2018****Items Ordered**6 of: *Sq U Bolt Zn 3/8x3x7*Sold by: Gatzies ([seller profile](#))

Condition: New

**Price**

\$6.70

**Shipping Address:**

Gerhard van der Snel

7360 Five Oaks Dr

Office trailer

HARMONY, FLORIDA 34773-6047

United States

Item(s) Subtotal: \$40.20

Shipping &amp; Handling: \$0.00

Total before tax: \$40.20

Sales Tax: \$0.00

**Total for This Shipment: \$40.20****Shipping Speed:**

Economy Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$40.20

Shipping &amp; Handling: \$0.00

Total before tax: \$40.20

Estimated tax to be collected: \$0.00

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD

210 N UNIVERSITY DR STE 702

CORAL SPRINGS, FL 33071-7320

United States

**Grand Total: \$40.20****Credit Card transactions**

MasterCard ending in 4354: April 24, 2018, \$40.20

To view the status of your order, return to [Order Summary](#).[Conditions of Use](#) | [Privacy Notice](#) © 1996-2018, Amazon.com, Inc. or its affiliates*Approved G v/d Snel 04/30/2018**36*

---

**April 24, 2018**eBay - Radwell International (plccenter)  
Payment- \$512.88

---

**Paid with**

MasterCard x-4354

You'll see "PAYPAL \*RADWELLINTE" on your card statement.

**Shipped to**

Harmony CDD

7005 Five Oaks Dr

Harmony, FL 34773-6004

United States

**Track your shipment**

1Z0919390312504477

April 24, 2018, Sent by UPS

Status: Shipped

**Category**

Retail

**Transaction ID**

5EA506511S035243E

**Seller info**

eBay - Radwell International (plccenter)

800-332-4336

<http://www.radwell.com>

ACCOUNTING@SPECKVC.com

**Purchase details**

ASCO 302284 (Surplus New In factory \$512.88

packaging) (Qty 3)

Item #391981975388

---

**Total****\$512.88****Need help?**

First contact the seller through eBay to try resolving the problem. If it's still not resolved, go to the eBay Resolution Center. You may be eligible for purchase protection.

*Pools  
for splashpad*

*Approved G v/d Snel 04/25/2018*

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Coop 2707  
6990 E Irlo Bronson Mem H  
St. Cloud, Florida 34771

4/24/2018 , 7:51:11 AM  
Transaction #: 1966937  
Register #: 100

Pay at Pump Sale  
Pump11Regular (87)  
26.044 Gallons @ \$2.679/Gal \$69.77  
Sub. Total: \$69.77  
Tax: \$0.00  
Total: \$69.77  
Discount Total: \$0.00  
MasterCard: \$69.77  
Change \$0.00  
Join Our Loyalty Program And Save

Term: JD12418058001  
Appr: 007704  
Seq#: 046534

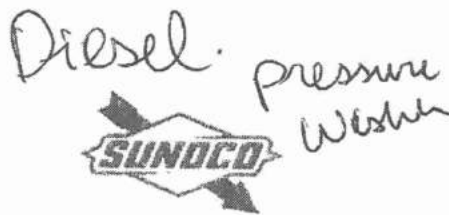
Capture  
MasterCard  
XXXXXXXXXXXX4354  
Swiped

04/24/2018 07:50:56

Thank You For  
Shopping Sunoco

Approved A v/d Snel 04/24/2018





Coop 2707  
6990 E Irlo Bronson Mem H  
St. Cloud, Florida 34771

4/24/2018 , 8:04:47 AM  
Transaction #: 1967028  
Register #: 1

Pre-Pay Pump # 12 \$30.00  
Prepay Fuel

CARD NOT CHARGED UNTIL SALE IS COMPLETE  
FINAL RECEIPT PRINTS AT THE DISPENSER

Sub. Total:	\$30.00
Tax:	\$0.00
Total:	\$30.00
Discount Total:	\$0.00
MasterCard:	\$30.00
Change	\$0.00

Join Our Loyalty Program And Save

Authorization

MasterCard  
Card Num : XXXXXXXXXXXX4354  
Swiped  
Terminal : JD12418058001  
Approval : 025599  
Sequence : 046548

USD\$ 30.00

*M. Snel*

Thank You For  
Shopping Sunoco

Approved G v/d Snel 04/24/2018

---

**April 25, 2018**

eBay - LHB EQUIPMENT SURPLUS (wjmtrucks1)  
Payment

- \$39.52

---

**Paid with**

MasterCard x-4354

You'll see "PAYPAL \*LHBEQUIPMEN" on your card statement.

**Ship to**

Harmony CDD  
7005 Five Oaks Dr  
Harmony, FL 34773-6004  
United States

**Category**

Retail

**Transaction ID**

4UU75182KD159022E

---

**Seller info**

eBay - LHB EQUIPMENT SURPLUS (wjmtrucks1)

**Purchase details**

2 Pack Gutter Grate w/ Screws for \$39.52  
Swimming Pools Hayward SP1019BA  
FREE SHIPPING (Qty 4)  
Item #202296416042

---

**Total**

\$39.52

**Need to contact the seller?**

Log in to your eBay account and go to your purchase history. For more help, go to the eBay Resolution Center.

poos

Approved G v/d Snel 04/25/2018

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## Final Details for Order #114-0329155-4573041

Print this page for your records.

**Order Placed:** April 26, 2018  
**Amazon.com order number:** 114-0329155-4573041  
**Seller's order number:** 1502769  
**Order Total:** \$8.82

**Shipped on April 26, 2018**

Items Ordered	Price
1 of: 4" Diameter -045 Water and Steam-Resistant O-Rings (10 EA per Pack)	\$8.82
Sold by: Crimp Supply Inc ( <a href="#">seller profile</a> )	

Condition: New

### Shipping Address:

Gerhard van der Snel  
 7360 Five Oaks Dr  
 Office trailer  
 HARMONY, FLORIDA 34773-6047  
 United States

Item(s) Subtotal: \$8.82  
 Shipping & Handling: \$0.00  
 -----  
 Total before tax: \$8.82  
 Sales Tax: \$0.00  
 -----

**Total for This Shipment: \$8.82**  
 -----

### Shipping Speed:

Standard Shipping

## Payment information

### Payment Method:

Debit Card | Last digits: 4354

Item(s) Subtotal: \$8.82  
 Shipping & Handling: \$0.00  
 -----

### Billing address

GERHARD VAN DER SNEL HARMONY CDD  
 210 N UNIVERSITY DR STE 702  
 CORAL SPRINGS, FL 33071-7320  
 United States

Total before tax: \$8.82  
 Estimated tax to be collected: \$0.00  
 -----

**Grand Total: \$8.82**

### Credit Card transactions

MasterCard ending in 4354: April 26, 2018 \$8.82

To view the status of your order, return to [Order Summary](#).

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*Truch*

Wawa #5123  
 1125 E Irlo Bronson  
 St. Cloud FL 34769  
 \*\*\*\*\*  
 4/27/2018 9:37:51 AM  
 Term: JD12067193001  
 Appr: 041235  
 Seq#: 045818  
 Product: Unleaded  
 Pump Gallons Price  
 01 26.462 \$2.649  
 Total Sale \$70.10  
 Capture

MasterCard  
 XXXXXXXXXXXX4354  
 Swiped

04/27/2018 09:33:46

I agree to pay the  
 above Total Amount  
 according to Card  
 Issuer Agreement.

\*\*\*\*\*

YOUR OPINION MATTERS

Tell us about your  
 experience at

\* MyWawaVisit.com \*

Take our survey for  
 a chance to win a

\$250 Wawa Gift Card

Disponible

en Espanol

\*\*\*\*\*

Survey Code: 1543448

Store Number: 05123

\*\*\*\*\*

Please respond

within 5 days

NO PURCHASE

NECESSARY

See rules at website

*Approved G v/d Snel 04/27/2018*

**PLEASE REMIT TO**

Mail Code: 5640  
P.O. Box 105046  
Atlanta, GA 30348-5046



# Bobcat® of Orlando

**Bobcat of Orlando**

8151 N Orange Blossom Trail  
Orlando, FL 32810  
407-273-7383 • 800-899-7383  
Fax: 407-658-1071

Agenda Page 211

**Bobcat of Tampa**

813-626-3470 • 800-685-2987

**Bobcat of Miami**

305-362-6632 • 888-544-6615

**Bobcat of Fort Myers**

239-334-4987 • 800-282-5275

Ship To:

harmony community  
7360 five oaks dr  
harmony fl 34773

Invoice To:

HARMONY COMMUNITY  
DEVELOPMENT DISTRICT  
210 N UNIVERSITY DR #702  
CORAL SPRINGS FL 33071

Branch ORLANDO			*REPRINT* CANNYY		
Date 04/27/18	Time 13:23:22 (O)	Page 01			
Account No. HAR415	Phone No.	Invoice No. PA1380			
Ship Via		Purchase Order			
Sales Tax License No. 858012693872C9		Federal Exemption No. S/T EXP 5.31.20			
		Salesperson PJO			

**PLEASE VISIT US AT: [www.synergysquip.com](http://www.synergysquip.com)**

ORDER#: 205447

\*\*\* ALL TCM PARTS ARE NON-RETURNABLE \*\*\*

Part#	Description	Bin	ORD	ISS	SHP	B/O	UTTTT	Price	Amount
7016835	LEVER, SH	SO	1	1	1			39.64	39.64
7018880	KNOB, SHIFTER	SO	1	1	1			29.15	29.15
7016335	COVER, SHIFTER	SO	1	1	1			11.01	11.01
7016613	SCREW	SO	1	1	1			5.23	5.23
7016231	BUSHING,	SO	2	2	2			9.63	19.26
7016369	RING, E	SO	1	1	1			6.59	6.59
7016258	CABLE, SHIFT	SO	1	1	1			170.32	170.32
NOTE: 7016258 IS A REPLACEMENT FOR 7029540									
7016766	WASHER, F	SO	1	1	1			1.03	1.03
7016506	NUT	SO	1	1	1			1.55	1.55
7016548	PIN, CLIP	SO	1	1	1			2.10	2.10
FRT	SHIP/HANDLING	S/H	1	1	1			39.84	39.84

20078 XXXXXXXXXXXXX4354

TOTAL CREDIT CARD 325.72

TOTAL WEIGHT=> 4.12

*Approved A v/d Snel 05/09/2018*

*Ph...*  
harmony community

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**Important:**

Genuine Bobcat parts installed by a factory authorized Bobcat dealer carry a 6 month factory parts and labor warranty. Labor warranty is not applicable on parts installed by an unauthorized technician, and if installed incorrectly, the parts warranty will also be void.

**\*\* THIS IS YOUR INVOICE. PLEASE PAY WITHIN TERMS. \*\***

Terms: Net due 30 days. 1.5% service charge per month after 30 days. Original Invoice required for all returns. No return on electrical or special order parts. No return after 30 days. There is a 20% restocking fee on all returned merchandise.

Received By:

Signature

Printed Name



amazon.com

**Final Details for Order #113-9709063-9769813**Print this page for your records.**Order Placed:** April 27, 2018**Amazon.com order number:** 113-9709063-9769813**Order Total:** \$20.64**Shipped on April 28, 2018****Items Ordered****Price**

1 of: *Brennan Industries 5502-06-08-FG Forged Steel 90 Degree Street Elbow Tube Fitting, 3/8"-18 NPTF x 1/2"-14 NPTF Thread, 3/8" Male NPTF x 3/8" Female NP* \$5.41

Sold by: Amazon.com Services, Inc.

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$5.41  
Shipping & Handling: \$0.00

Total before tax: \$5.41  
Sales Tax: \$0.00

**Shipping Speed:**

Two-Day Shipping

**Total for This Shipment: \$5.41****Shipped on April 28, 2018****Items Ordered****Price**

1 of: *Ultimate Washer Female Coupler, Stainless Steel, 2-Pack (1/4")* \$14.17

Sold by: Ultimate Washer® ([seller profile](#)) | Product question? [Ask Seller](#)

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$14.17  
Shipping & Handling: \$0.00

Total before tax: \$14.17  
Sales Tax: \$1.06

**Shipping Speed:**

Two-Day Shipping

**Total for This Shipment: \$15.23***Approved G v/d Snel 05/09/2018***Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$19.58

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Shipping & Handling: \$0.00

Total before tax: \$19.58

Estimated tax to be collected: \$1.06

**Grand Total: \$20.64**

To view the status of your order, return to [Order Summary](#).

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*Ulrich*

*Approved G v/d Snel 05/09/2018*

*44*

amazon.com

**Final Details for Order #111-6566813-5101023**Print this page for your records.**Order Placed:** April 27, 2018**Amazon.com order number:** 111-6566813-5101023**Order Total: \$84.00****Shipped on April 28, 2018****Items Ordered**

2 of: *Purity Pool RBRB Red Baron 20-Inch Professional Leaf Rake, Rag Bag Model* **Price** \$42.00

Sold by: Amazon.com Services, Inc.

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$84.00  
Shipping & Handling: \$0.00

Total before tax: \$84.00  
Sales Tax: \$0.00

**Shipping Speed:**

Two-Day Shipping

**Total for This Shipment: \$84.00****Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$84.00  
Shipping & Handling: \$0.00

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$84.00  
Estimated tax to be collected: \$0.00

**Grand Total: \$84.00**To view the status of your order, return to Order Summary.Conditions of Use | Privacy Notice © 1996-2018, Amazon.com, Inc. or its affiliates

Approved G v/d Snel 04/30/2018

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amazon.com

**Final Details for Order #111-8304060-0602650**Print this page for your records.**Order Placed:** April 27, 2018**Amazon.com order number:** 111-8304060-0602650**Order Total: \$27.06****Shipped on April 28, 2018****Items Ordered****Price**1 of: *High Pressure Ball Valve Kit 3/8" Male Plug X 3/8" Female Quick Connect 4000PSI for High Pressure Hoses* \$27.06Sold by: Craig's Affordable Tools ([seller profile](#))

Condition: New

**Shipping Address:**Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United StatesItem(s) Subtotal: \$27.06  
Shipping & Handling: \$0.00  
-----  
Total before tax: \$27.06  
Sales Tax: \$0.00  
-----**Total for This Shipment: \$27.06**  
-----**Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$27.06  
Shipping & Handling: \$0.00  
-----**Billing address**GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United StatesTotal before tax: \$27.06  
Estimated tax to be collected: \$0.00**Grand Total: \$27.06**To view the status of your order, return to [Order Summary](#).[Conditions of Use](#) | [Privacy Notice](#) © 1996-2018, Amazon.com, Inc. or its affiliates*Approved G v/d Snel 04/30/2018**46*



## Receipt

APPLE ID  
[gerhardvandersnel@hotmail.com](mailto:gerhardvandersnel@hotmail.com)

DATE  
 Apr 28, 2018

GENERATED  
 MX4NMNDY2G

DOCUMENT NO.  
 166206687670

BILLED TO  
 MasterCard .... 4354  
 Gerhard Van der snel  
 210 N University dr  
 Suite 702  
 Coral Springs, FL 33071-7320  
 USA

TOTAL  
**\$2.99**

## iCloud



**iCloud: 200 GB Storage Plan**  
 Monthly | May 28, 2018

TYPE

iCloud  
StoragePURCHASED  
FROM

PRICE

**\$2.99**

Subtotal **\$2.99**  
 Tax **\$0.00**

TOTAL **\$2.99**

If you have any questions about your bill, [contact support](#). This email confirms payment for the iCloud storage plan listed above. You will be billed each plan period until you cancel by [downgrading](#) to the free storage plan from your iOS device, Mac or PC.

You may contact Apple for a full refund **within 15 days** of a monthly subscription upgrade or **within 45 days** after a yearly payment. Partial refunds are available where required by law.



[Apple ID Summary](#) • [Purchase History](#) • [Terms of Sale](#) • [Privacy Policy](#)

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\* Infinite Loop, Cupertino, CA 95014, United States

Misc

Approved G v/d Snel 04/30/2018

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**E-mail address:**

gerhardharmony@gmail.com

**Credit Card Additional Charges**Notification date **April 28, 2018**

Reference number 00171642301781

Page 1 of 2

2029A00171642300

For questions about your invoice, call:

(800) 811-1648

Monday - Friday

8:00 a.m. - 9:00 p.m. E.T.

GERHARD VAN DER SNEL  
 GERHARD VAN DER SNEL  
 HARMONY&#32;CDD  
 CORAL&#32;SPRINGS, FL 33071

**UPS Customer:**

This notice details adjustments that have been made to shipping charges originally billed to your credit card. These adjustments are for charges or credits that have occurred after the initial processing of your shipment(s). These adjustments have been applied to your credit card and will appear on your next credit card statement.

All package services are subject to the applicable origin country service terms and conditions, which can be found at [www.UPS.com](http://www.UPS.com).

**Questions about your charges?**

To get a better understanding of the charges on your invoice, visit our invoice guide and glossary of billing charges at [ups.com/invoiceguide](http://ups.com/invoiceguide).

***Thank you for using UPS.*****Summary of Charges**

Page	Charge
2	Adjustments & Other Charges \$ 2.00
<b>Total Additional Charges \$ 2.00</b>	

Dear Customer:

Do not Pay. Your MasterCard card XXXXXXXXXXXX4354 has been billed for the charges on April 28, 2018.

*Note: This invoice may contain a fuel surcharge as described at [ups.com](http://ups.com). For more information, please visit [ups.com](http://ups.com).*

MISC

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amazon.com

**Final Details for Order #114-4740808-2114636**Print this page for your records.**Order Placed:** April 26, 2018**Amazon.com order number:** 114-4740808-2114636**Order Total:** \$184.65**Shipped on April 29, 2018****Items Ordered****Price**

1 of: JGB Enterprises Eagle Hose Eaglewash I Wrapped Grey Modified Nitrile Pressure Washer Hose Assembly, 3/8" NPT Male X NPT Male Swivel with Guards, 4000

\$136.31

Sold by: Amazon.com Services, Inc.

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$136.31

Shipping &amp; Handling: \$0.00

Total before tax: \$136.31

Sales Tax: \$0.00

**Shipping Speed:**

Two-Day Shipping

**Total for This Shipment: \$136.31**

Sidelwells.

**Shipped on April 29, 2018****Items Ordered****Price**

2 of: Smith 190360 1 gallon Bleach Sprayer for Cleaning & Mold Removal

\$24.17

Sold by: Amazon.com Services, Inc.

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$48.34

Shipping &amp; Handling: \$0.00

Total before tax: \$48.34

Sales Tax: \$0.00

**Shipping Speed:**

Two-Day Shipping

**Total for This Shipment: \$48.34**

Pools

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$184.65

Approved G v/d Snel 04/30/2018

K

**7C.**

# **HARMONY**

Community Development District

## ***Annual Operating and Debt Service Budget***

**Fiscal Year 2019**

Proposed Budget

Version 1 (May 21, 2018 -4:00pm)

Prepared by:



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## **Harmony**

Community Development District

## **Operating Budget**

Fiscal Year 2019

**Summary of Revenues, Expenditures and Changes in Fund Balances**  
Fiscal Year 2019 Proposed Budget

ACCOUNT DESCRIPTION			ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	ACTUAL	ACTUAL	BUDGET	THRU	MAY	PROJECTED	BUDGET
	FY 2016	FY 2017	FY 2018	APR-2018	SEP- 2018	FY 2018	FY 2019
<b>REVENUES</b>							
Interest - Investments	\$ 3,104	\$ 4,631	\$ 3,000	\$ 5,421	\$ -	\$ 5,421	\$ 5,001
Interest - Tax Collector	56	93	-	697	-	697	-
Special Assmnts- Tax Collector	1,017,932	1,251,018	1,359,659	1,669,768	296,618	1,966,386	1,968,208
Special Assmnts- CDD Collected	893,202	682,570	571,967	-	-	-	-
Special Assmnts- Discounts	(29,481)	(34,637)	(54,386)	(55,050)	-	(55,050)	(78,728)
Sale of Surplus Equipment	-	1,504	-	-	-	-	-
Other Miscellaneous Revenues	2,500	2,583	-	462	-	462	-
Access Cards	2,230	2,240	1,200	870	621	1,491	1,200
Facility Revenue	3,420	370	300	885	632	1,517	300
Facility Membership Fee	1,000	1,200	1,200	-	-	-	1,200
<b>TOTAL REVENUES</b>	<b>1,901,827</b>	<b>1,911,572</b>	<b>1,882,940</b>	<b>1,623,053</b>	<b>297,872</b>	<b>1,920,925</b>	<b>1,897,181</b>
<b>EXPENDITURES</b>							
<i>Administrative</i>							
P/R-Board of Supervisors	11,200	9,800	11,200	7,200	4,000	11,200	11,200
FICA Taxes	857	750	857	551	306	857	857
ProfServ-Arbitrage Rebate	1,800	1,200	1,200	-	1,200	1,200	1,200
ProfServ-Dissemination Agent	1,500	1,500	1,500	1,500	-	1,500	1,500
ProfServ-Engineering	10,206	14,876	8,000	5,954	4,754	10,708	10,000
ProfServ-Legal Services	48,819	54,170	40,000	48,952	1,230	50,182	50,000
ProfServ-Mgmt Consulting Serv	55,984	55,984	55,984	20,019	14,299	34,318	55,984
ProfServ-Property Appraiser	406	450	779	523	-	523	779
ProfServ-Special Assessment	8,822	8,822	8,822	8,822	-	8,822	8,822
ProfServ-Trustee Fees	10,127	9,927	10,024	-	10,024	10,024	10,024
Auditing Services	4,900	4,355	4,600	-	4,600	4,600	4,600
Postage and Freight	619	675	750	442	316	758	750
Insurance - General Liability	26,759	27,726	30,499	25,334	-	25,334	27,867
Printing and Binding	1,901	1,703	2,000	770	550	1,320	2,000
Legal Advertising	3,314	949	900	159	114	273	900
Miscellaneous Services	-	62	-	-	-	-	-
Misc-Records Storage	-	-	150	-	150	150	150
Misc-Assessmnt Collection Cost	14,609	17,675	27,193	32,294	5,932	38,226	39,364
Misc-Contingency	136	1,092	2,600	760	543	1,303	2,600
Office Supplies	50	88	300	28	20	48	300
Annual District Filing Fee	175	175	175	200	-	200	175
<b>Total Administrative</b>	<b>202,184</b>	<b>211,979</b>	<b>207,533</b>	<b>153,508</b>	<b>48,037</b>	<b>201,545</b>	<b>229,072</b>
<i>Field</i>							
ProfServ-Field Management	181,046	198,091	230,000	115,701	82,644	198,345	230,000
<b>Total Field</b>	<b>181,046</b>	<b>198,091</b>	<b>230,000</b>	<b>115,701</b>	<b>82,644</b>	<b>198,345</b>	<b>230,000</b>

**Summary of Revenues, Expenditures and Changes in Fund Balances**  
Fiscal Year 2019 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2016	FY 2017	BUDGET FY 2018	THRU APR-2018	MAY SEP- 2018	PROJECTED FY 2018	BUDGET FY 2019
<b>Landscape Services</b>							
Contracts-Mulch	-	58,625	57,934	33,795	24,139	57,934	58,803
Contracts-Trees & Trimming	20,692	-	-	-	-	-	-
Contracts-Shrub Care	121,738	-	-	-	-	-	-
Contracts-Ground	40,652	-	-	-	-	-	-
Contracts-Turf Care	264,063	-	-	-	-	-	-
Contracts - Landscape	-	342,298	268,338	156,530	111,808	268,338	272,363
Cntrs-Shrub/Grnd Cover Annual Svc	-	15,204	150,420	87,745	62,675	150,420	152,676
R&M-Irrigation	11,031	5,221	10,000	10,511	2,535	13,046	10,000
R&M-Trees and Trimming	19,562	-	20,000	61,640	-	61,640	20,000
Miscellaneous Services	26,774	6,225	27,474	6,033	21,441	27,474	27,475
<b>Total Landscape Services</b>	<b>504,512</b>	<b>427,573</b>	<b>534,166</b>	<b>356,254</b>	<b>222,598</b>	<b>578,852</b>	<b>541,317</b>
<b>Utilities</b>							
Electricity - General	30,620	29,135	35,000	22,783	7,062	29,845	35,000
Electricity - Streetlighting	73,957	74,898	90,000	51,547	21,360	72,907	90,000
Utility - Water & Sewer	95,280	145,748	130,000	62,418	49,068	111,486	130,000
Lease - Street Light	195,239	148,995	123,000	93,791	29,209	123,000	123,000
Cap Outlay - Streetlights	365,610	237,583	403,651	85,097	342,311	427,408	386,202
<b>Total Utilities</b>	<b>760,706</b>	<b>636,359</b>	<b>781,651</b>	<b>315,636</b>	<b>449,010</b>	<b>764,646</b>	<b>764,202</b>
<b>Operation &amp; Maintenance</b>							
Contracts-Lake and Wetland	2,616	-	-	-	-	-	-
Communication - Telephone	3,451	3,696	3,720	2,648	1,010	3,658	3,720
Utility - Refuse Removal	3,061	3,500	3,720	2,563	576	3,139	3,720
R&M-Equipment	564	-	-	-	-	-	-
R&M-Ponds	4,112	10,708	12,500	2,117	2,823	4,940	12,500
R&M-Pools	18,227	19,310	15,000	12,006	8,909	20,915	15,000
R&M-Roads & Alleyways	168	525	10,000	-	-	-	10,000
R&M-Sidewalks	4,885	714	5,000	1,898	1,276	3,174	5,000
R&M-Vehicles	8,995	7,548	15,000	5,630	(116)	5,514	15,000
R&M-Equipment Boats	2,022	10,054	7,500	2,872	2,876	5,748	7,500
R&M-Parks & Facilities	31,108	26,393	30,000	20,568	7,338	27,906	30,000
Miscellaneous Services	1,500	1,500	2,400	1,152	381	1,533	2,400
Misc-Licenses & Permits	1,426	-	-	-	-	-	-
Misc-Access Cards&Equipment	3,389	6,606	-	-	-	-	-
Misc-Contingency	4,484	5,565	5,000	5,358	3,827	9,185	5,000
Misc-Security Enhancements	2,438	2,596	5,000	2,466	1,761	4,227	5,000
Op Supplies - Fuel, Oil	2,252	-	2,750	2,231	446	2,677	2,750
Cap Outlay - Other	-	-	-	7,780	-	7,780	-
Cap Outlay - Vehicles	24,033	-	12,000	12,281	-	12,281	15,000
Capital Outlay	-	-	-	20,000	-	20,000	-
Reserve - Sidewalks	-	-	-	71,792	10,000	81,792	-
<b>Total Operation &amp; Maintenance</b>	<b>118,731</b>	<b>98,715</b>	<b>129,590</b>	<b>173,362</b>	<b>41,110</b>	<b>214,472</b>	<b>132,590</b>
<b>TOTAL EXPENDITURES</b>	<b>1,767,179</b>	<b>1,572,717</b>	<b>1,882,940</b>	<b>1,114,461</b>	<b>843,398</b>	<b>1,957,859</b>	<b>1,897,181</b>

**Summary of Revenues, Expenditures and Changes in Fund Balances**  
Fiscal Year 2019 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2016	ACTUAL FY 2017	ADOPTED BUDGET FY 2018	ACTUAL THRU APR-2018	PROJECTED MAY SEP- 2018	TOTAL PROJECTED FY 2018	ANNUAL BUDGET FY 2019
Excess (deficiency) of revenues							
Over (under) expenditures	134,648	338,855	-	508,592	(545,527)	(36,935)	0
<b>OTHER FINANCING SOURCES (USES)</b>							
Contribution to (Use of) Fund Balance	-	-	-	-	-	-	0
<b>TOTAL OTHER SOURCES (USES)</b>	-	-	-	-	-	-	0
Net change in fund balance	134,648	338,855	-	508,592	(545,527)	(36,935)	0
<b>FUND BALANCE, BEGINNING</b>	582,440	717,087	1,055,942	1,055,942	-	1,055,942	1,019,007
<b>FUND BALANCE, ENDING</b>	<b>\$ 717,087</b>	<b>\$ 1,055,942</b>	<b>\$ 1,055,942</b>	<b>\$ 1,564,534</b>	<b>\$ (545,527)</b>	<b>\$ 1,019,007</b>	<b>\$ 1,019,008</b>

## Community Development District

**Exhibit "A"**  
Allocation of Fund Balances

**AVAILABLE FUNDS**

	<u>Amount</u>
Beginning Fund Balance - Fiscal Year 2019	\$ 1,019,007
Net Change in Fund Balance - Fiscal Year 2019	0
Reserves - Fiscal Year 2019	-
<b>Total Funds Available (Estimated) - 9/30/2019</b>	<b>1,019,008</b>

**ALLOCATION OF AVAILABLE FUNDS*****Assigned Fund Balance***

Operating Reserve - First Quarter Operating Capital		377,745 <sup>(1)</sup>
Reserves - Renewal & Replacement (Prior Years)		99,188
Reserves - Insurance (Prior Years)		50,000
Reserves - Sidewalk and Alleyways (Prior Years)	165,000	
Expense in Sidewalk and Alleyways (FY 2018)	(71,792)	93,208
	Subtotal	620,141
<b>Total Allocation of Available Funds</b>		<b>620,141</b>

<b>Total Unassigned (undesignated) Cash</b>	<b>\$ 398,867</b>
---	-------------------

**Notes**

(1) Represents approximately 3 months of operating expenditures



**HARMONY**

Community Development District

*General Fund***Budget Narrative**  
Fiscal Year 2019**REVENUES****Interest-Investments**

The District earns interest on its operating accounts.

**Special Assessments-Tax Collector**

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

**Special Assessments-Discounts**

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

**Access Cards**

The District is charging fees for access cards to the pools and Buck Lake access.

**Facility Revenue**

The District is charging for events held at the District facilities.

**Facility Membership Fee****EXPENDITURES****Administrative****P/R-Board of Supervisors**

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon four supervisors attending 12 meetings and 2 workshops.

**FICA Taxes**

Payroll taxes on Board of Supervisors compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures.

**Professional Services-Arbitrage Rebate**

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on the Series of Benefit Special Assessment Bonds. The budgeted amount for the fiscal year is based on signed engagement letters for each Bond series at \$600 each.

**Professional Services-Dissemination Agent**

The District is required by the Securities and Exchange Commission to comply with rule 15c2-12(b)-(5), which relates additional reporting requirements for unrelated bond issues and is performed by Digital Assurance Company. The budgeted amount for the fiscal year is based on standard fees charged for this service.

**HARMONY**

Community Development District

*General Fund***Budget Narrative**  
Fiscal Year 2019**EXPENDITURES****Administrative** (continued)**Professional Services-Engineering**

The District's engineer, Boyd Civil Engineering, Inc., will be providing general engineering services to the District, i.e., attendance and preparation for monthly Board meetings, review of invoices, preparation of requisitions., etc.

**Professional Services-Legal Services**

The District's general counsel, Young, Van Assenderp & Qualls, P.A., retained by the District Board, is responsible for attending and preparing for Board meetings and rendering advice, counsel, recommendations, and representation as determined appropriate or as directed by the Board directly or as relayed by the manager.

**Professional Services-Management Consulting Services**

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark-Infrastructure Management Services. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement. No increase is expected for FY2019.

Contract -Inframark-Infrastructure Management Services

\$55,984

**Professional Services-Property Appraiser**

The Property Appraiser provides the District with a listing of the legal description of each property parcel within the District boundaries, and the names and addresses of the owners of such property. The District reimburses the Property Appraiser for necessary administrative costs incurred to provide this service. The fiscal year budget for property appraiser costs was based on a unit price per parcel. In prior years, this cost was included in Misc.-Assessment Collection Cost.

**Professional Services-Special Assessment (Advisor)**

The District will be billed annually for calculating and levying the annual operating and maintenance, and debt service assessments, as provided by Inframark-Infrastructure Management Services.

**Professional Services-Trustee Fees**

The District pays US Bank an annual fee for trustee services on the Series 2014 and Series 2015 Bonds. The budgeted amount for the fiscal year is based on previous year plus any out-of-pocket expenses.

**Auditing Services**

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on contracted fees per engagement letter with Berger, Toombs, Elam, Gaines & Frank.

**Postage and Freight**

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

**Insurance-General Liability**

The District's General Liability & Public Officials Liability Insurance policy is with Public Risks Insurance Agency. They specialize in providing insurance coverage to governmental agencies. The budgeted amount allows for a projected increase in the premium.

**HARMONY**

Community Development District

*General Fund***Budget Narrative**  
Fiscal Year 2019**EXPENDITURES****Administrative** (continued)**Printing and Binding**

Copies used in the preparation of agenda packages, required mailings, and other special projects.

**Legal Advertising**

The District is required to advertise various notices for monthly Board meetings and other public hearings in the newspaper of general circulation.

**Misc.-Record Storage**

Storage usage for Districts record keeping.

**Miscellaneous-Assessment Collection Costs**

The District reimburses the Osceola Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The fiscal year budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.

**Miscellaneous-Contingency**

This includes monthly bank charges and any other miscellaneous expenses that may be incurred during the year.

**Office Supplies**

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

**Annual District Filing Fee**

The District is required to pay an annual fee of \$175 to the Department of Economic Opportunity Division of Community Development.

**Field****Professional Services-Field Management****\$230,000**

Project Manager will provide onsite field operations management and supervisory services, including oversight of all District contractors providing services including landscape, hardscape, stormwater/ponds, etc. Field services provided for within this scope include community boat operations, facility and common area maintenance and irrigation.

**Landscape Services****Contracts-Mulch****\$58,803**

Contract with Servello & Sons. Scope of work: Pine nugget bark mulch shall be installed one time a year between November 1<sup>st</sup> and January 31<sup>st</sup> at a minimum depth of 3 inches in all plant beds and tree rings. Landscape beds beneath natural pine stands shall be mulched with pine straw at a minimum depth of 3 inches. Playground areas shall be mulched annually during the month of January. Six inches of mulch is required to be added to the existing mulch.

**HARMONY**

Community Development District

General Fund

**Budget Narrative**  
Fiscal Year 2019**EXPENDITURES****Landscape Services** (continued)**Contracts- Landscape****\$272,363**

Contract with Servello & Sons. Scheduled maintenance consists of mowing, edging, trimming, blowing, fertilizing, and applying pest and disease control chemicals to turf within the District. Includes contingency for additional Neighborhoods.

**Contracts- Shrubs/Ground Cover Annual Service****\$152,676**

Contract with Servello & Sons. Contractor shall be responsible for installation of 1,600 annuals per quarter (6,400 annuals per year) for each of the four quarterly rotations in spring, summer, fall and winter at various plant beds located throughout the District. Includes contingency for additional Neighborhoods.

Contract (Servello & Sons) Turf	\$1,616.71 per month
Contract (Servello & Sons) Trees/Shrubs	\$6,456.27 per month
Contract (Servello & Sons) Arbor	\$3,675.61 per month
Contract (Servello & Sons) Annuals	\$974.40 per month

**R&M-Irrigation****\$10,000**

Purchase of irrigation supplies. Unscheduled maintenance consists of major repairs and replacement of system components.

Unscheduled maintenance/repair of Weather Station	\$1,400
Unscheduled maintenance/repair of lines	\$3,000
Irrigation supplies	\$5,600

**R&M-Trees Trimming Services (Canopy)****\$20,000**

Scheduled maintenance consists of canopy trimming for trees above the 10-foot height level, and consulting with a certified arborist.

**Miscellaneous Services****\$27,474**

Unscheduled or one-time landscape maintenance expenses for other areas within the District that are not listed in any other budget category.

**Utilities****Electricity-General****\$35,000**

Electricity for accounts with Orlando Utilities Commissions for the swim club, parks, and irrigation. Fees are based on historical costs for metered use.

**Electricity-Streetlighting****\$90,000**

Orlando Utilities Company charges electricity usage (maintenance fee). The budget is based on historical costs.

**Utility-Water & Sewer****\$130,000**

The District currently has utility accounts with Toho Water Authority. Usage consists of water, sewer and reclaimed water services.

**HARMONY**

Community Development District

*General Fund***Budget Narrative**  
Fiscal Year 2019**EXPENDITURES****Utilities (continued)****Lease-Street Lights****\$123,000**

Contract to lease (investment fees) light-poles and fixtures for all street lighting within the District, as per agreement with the Orlando Utilities Commission.

**Cap-Outlay-Street Lights****\$403,651**

This line item is for future buy out of the streetlights contracts obligation of the District.  
And repair/replacement of existing, as necessary.

**Operation & Maintenance****Communication-Telephone****\$3,720**

Telephone expenses for the dockmaster and assistant.

**Utility-Refuse Removal****\$3,720**

Scheduled maintenance consists of trash disposal. Unscheduled maintenance consists of replacement or repair of dumpster.

**R&M-Ponds****\$12,500**

Scheduled maintenance and treatment of nuisance aquatic species, including pond consultant, as necessary.

**R&M-Pools****\$15,000**

This includes pool any repairs and maintenance for the Swim Club Ashley Park pools and Lakeshore Park Splash Pad that may be incurred during the year by the District, including repair and replacement of pool furniture, shades, safety equipment, etc. Various pool licenses and permits required for the pools are based on historical expenses.

Repair /replace	\$7,500
Supplies	\$6,425
Licenses	\$1,075

**R&M-Roads and Alleyways****\$10,000**

This line item is to resurfacing the alleys of the District.

**R&M-Sidewalks****\$5,000**

Unscheduled maintenance consists of grinding uneven areas and replacement of concrete sidewalk areas, replacement of broken sidewalk, and pressure washing.

**R&M-Vehicles****\$15,000**

Supplies such as tires and parts, maintenance and equipment needed for various vehicles.

Vehicles, tires and parts	\$5,000
Repairs and maintenance	\$9,500
Miscellaneous	\$500



**HARMONY**

Community Development District

General Fund

**Budget Narrative**  
Fiscal Year 2019**EXPENDITURES****Operation & Maintenance** (continued)**R&M-Equipment Boats** **\$7,500**

Supplies such as generators and large tools, maintenance and equipment needed for the boats.

Boat tools and generator	\$4,000
Repairs and maintenance	\$3,000
Miscellaneous	\$500

**R&M-Parks and Facilities** **\$30,000**

Maintenance or repairs to the basketball courts and athletic fields, cleaning of basketball court, dog parks and all miscellaneous park areas. Also includes, cleaning, daily maintenance and rest room supplies.

Lakeshore Park	\$7,500
Dog Parks	\$2,000
Park Areas	\$7,500
Facilities	\$13,000

**Miscellaneous Services** **\$2,400**

Draining service for holding tank of District's office trailer.

**Miscellaneous Contingency** **\$5,000**

The fiscal year contingency represents the potential excess of unscheduled maintenance expenses not included in budget categories or not anticipated in specific line items.

**Miscellaneous-Security Enhancement** **\$5,000**

Represents costs for network service and update and improve security within the District. (Gates and pool camera's etc.). cost for purchasing/producing access cards, supplies and special ink cartridges for printer. Unscheduled maintenance; includes repair or replacement of damaged cameras and any required upgrades.

**OP Supplies – Fuel, Oil** **\$2,750**

Represents usage of fuel.

**Cap Outlay - Vehicles** **\$15,000**

Represents cost to replace mule.

## **Harmony**

Community Development District

### **Debt Service Budgets**

Fiscal Year 2019

**Summary of Revenues, Expenditures and Changes in Fund Balances**  
Fiscal Year 2019 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2016	ACTUAL FY 2017	ADOPTED BUDGET FY 2018	ACTUAL THRU APR 2018	PROJECTED MAY SEP 2018	TOTAL PROJECTED FY 2018	ANNUAL BUDGET FY 2019
<b>REVENUES</b>							
Interest - Investments	\$ 1,327	\$ 1,949	\$ 1,000	\$ 1,309	\$ -	\$ 1,309	\$ 1,000
Special Assmnts- Tax Collector	1,201,012	1,169,188	1,171,335	1,071,274	190,302	1,260,351	1,260,584
Special Assmnts- Prepayment	49,300	11,820	-	17,619	-	17,619	-
Special Assmnts- CDD Collected	114,564	111,155	86,844	-	-	-	-
Special Assmnts- Discounts	(34,783)	(32,371)	(46,853)	(35,318)	-	(35,318)	(50,423)
<b>TOTAL REVENUES</b>	<b>1,331,420</b>	<b>1,261,741</b>	<b>1,212,326</b>	<b>1,054,884</b>	<b>190,302</b>	<b>1,243,961</b>	<b>1,211,160</b>
<b>EXPENDITURES</b>							
<i>Administrative</i>							
Misc-Assessmnt Collection Cost	17,206	16,519	23,427	20,719	3,806	24,525	25,212
<b>Total Administrative</b>	<b>17,206</b>	<b>16,519</b>	<b>23,427</b>	<b>20,719</b>	<b>3,806</b>	<b>24,525</b>	<b>25,212</b>
<i>Debt Service</i>							
Principal Debt Retirement	520,000	535,000	565,000	-	575,000	575,000	605,000
Principal Prepayments	85,000	40,000	-	15,000	20,000	35,000	-
Interest Expense	690,700	661,094	633,312	316,656	315,781	632,437	602,813
<b>Total Debt Service</b>	<b>1,295,700</b>	<b>1,236,094</b>	<b>1,198,312</b>	<b>331,656</b>	<b>910,781</b>	<b>1,242,437</b>	<b>1,207,813</b>
<b>TOTAL EXPENDITURES</b>	<b>1,312,906</b>	<b>1,252,613</b>	<b>1,221,739</b>	<b>352,375</b>	<b>914,587</b>	<b>1,266,962</b>	<b>1,233,024</b>
Excess (deficiency) of revenues Over (under) expenditures	18,514	9,128	(9,413)	702,509	273,804	(23,001)	(21,864)
<b>OTHER FINANCING SOURCES (USES)</b>							
Contribution to (Use of) Fund Balance	-	-	(9,413)	-	-	-	(21,864)
<b>TOTAL OTHER SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>(9,413)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(21,864)</b>
Net change in fund balance	18,514	9,128	(9,413)	702,509	273,804	(23,001)	(21,864)
<b>FUND BALANCE, BEGINNING</b>	<b>1,129,554</b>	<b>1,148,067</b>	<b>1,157,194</b>	<b>1,157,194</b>	<b>-</b>	<b>1,157,194</b>	<b>1,134,193</b>
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,148,068</b>	<b>\$ 1,157,195</b>	<b>\$ 1,147,781</b>	<b>\$ 1,859,703</b>	<b>\$ 273,804</b>	<b>\$ 1,134,193</b>	<b>\$ 1,112,329</b>

AMORTIZATION SCHEDULE

Period Ending	Outstanding Balance	Principal	Coupon Rate	Interest	Annual Debt Service
11/1/2018	\$11,710,000			301,406	
5/1/2019	\$11,710,000	605,000	5.000%	301,406	\$1,207,813
11/1/2019	\$11,105,000			286,281	
5/1/2020	\$11,105,000	635,000	5.000%	286,281	\$1,207,563
11/1/2020	\$10,470,000			270,406	
5/1/2021	\$10,470,000	670,000	5.000%	270,406	\$1,210,813
11/1/2021	\$9,800,000			253,656	
5/1/2022	\$9,800,000	705,000	5.000%	253,656	\$1,212,313
11/1/2022	\$9,095,000			236,031	
5/1/2023	\$9,095,000	720,000	5.000%	236,031	\$1,192,063
11/1/2023	\$8,375,000			218,031	
5/1/2024	\$8,375,000	705,000	5.000%	218,031	\$1,141,063
11/1/2024	\$7,670,000			200,406	
5/1/2025	\$7,670,000	745,000	5.000%	200,406	\$1,145,813
11/1/2025	\$6,925,000			181,781	
5/1/2026	\$6,925,000	850,000	5.250%	181,781	\$1,213,563
11/1/2026	\$6,075,000			159,469	
5/1/2027	\$6,075,000	900,000	5.250%	159,469	\$1,218,938
11/1/2027	\$5,175,000			135,844	
5/1/2028	\$5,175,000	910,000	5.250%	135,844	\$1,181,688
11/1/2028	\$4,265,000			111,956	
5/1/2029	\$4,265,000	1,000,000	5.250%	111,956	\$1,223,913
11/1/2029	\$3,265,000			85,706	
5/1/2030	\$3,265,000	1,030,000	5.250%	85,706	\$1,201,413
11/1/2030	\$2,235,000			58,669	
5/1/2031	\$2,235,000	1,100,000	5.250%	58,669	\$1,217,338
11/1/2031	\$1,135,000			29,794	
5/1/2032	\$1,135,000	1,135,000	5.250%	29,794	\$1,194,588
		\$11,710,000		\$5,058,875	\$16,768,875

**Summary of Revenues, Expenditures and Changes in Fund Balances**  
Fiscal Year 2019 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2016	ACTUAL FY 2017	ADOPTED BUDGET FY 2018	ACTUAL THRU APR 2018	PROJECTED MAY SEP 2018	TOTAL PROJECTED FY 2018	ANNUAL BUDGET FY 2019
<b>REVENUES</b>							
Interest - Investments	\$ 376	\$ 815	\$ 300	\$ 924	\$ -	\$ 924	\$ 300
Special Assmnts- Tax Collector	-	360,345	488,878	961,121	170,734	1,127,635	1,096,637
Special Assmnts- Prepayment	54,166	47,468	-	166,902	-	166,902	-
Special Assmnts- CDD Collected	1,045,516	1,112,308	604,398	-	-	-	-
Special Assmnts- Discounts	-	(9,977)	(19,555)	(31,687)	-	(31,687)	(43,865)
<b>TOTAL REVENUES</b>	<b>1,100,058</b>	<b>1,510,959</b>	<b>1,074,021</b>	<b>1,097,260</b>	<b>170,734</b>	<b>1,263,774</b>	<b>1,053,072</b>
<b>EXPENDITURES</b>							
<i>Administrative</i>							
Misc-Assessmnt Collection Cost	808	5,091	9,778	18,589	3,415	22,004	21,933
<b>Total Administrative</b>	<b>808</b>	<b>5,091</b>	<b>9,778</b>	<b>18,589</b>	<b>3,415</b>	<b>22,004</b>	<b>21,933</b>
<i>Debt Service</i>							
Principal Debt Retirement	390,000	410,000	425,000	-	425,000	425,000	430,000
Interest Expense	668,632	648,481	633,106	316,553	315,419	631,972	588,150
Principal Prepayments	-	-	-	45,000	330,000	375,000	-
<b>Total Debt Service</b>	<b>1,058,632</b>	<b>1,058,481</b>	<b>1,058,106</b>	<b>361,553</b>	<b>1,070,419</b>	<b>1,431,972</b>	<b>1,018,150</b>
<b>TOTAL EXPENDITURES</b>	<b>1,059,440</b>	<b>1,063,572</b>	<b>1,067,884</b>	<b>380,142</b>	<b>1,073,833</b>	<b>1,453,975</b>	<b>1,040,083</b>
Excess (deficiency) of revenues Over (under) expenditures	40,618	447,387	6,137	717,118	(903,099)	(190,202)	12,989
<b>OTHER FINANCING SOURCES (USES)</b>							
Contribution to (Use of) Fund Balance	-	-	6,137	-	-	-	12,989
<b>TOTAL OTHER SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>6,137</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>12,989</b>
Net change in fund balance	40,618	447,387	6,137	717,118	(903,099)	(190,202)	12,989
<b>FUND BALANCE, BEGINNING</b>	<b>356,774</b>	<b>397,392</b>	<b>844,779</b>	<b>844,778</b>	<b>-</b>	<b>844,778</b>	<b>654,576</b>
<b>FUND BALANCE, ENDING</b>	<b>\$ 397,392</b>	<b>\$ 844,779</b>	<b>\$ 850,916</b>	<b>\$ 1,561,896</b>	<b>\$ (903,099)</b>	<b>\$ 654,576</b>	<b>\$ 667,565</b>



**AMORTIZATION SCHEDULE**

<b>Period Ending</b>	<b>Outstanding Balance</b>	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Annual Debt Service</b>
11/1/2018	\$11,930,000		3.750%	\$299,181	
5/1/2019	\$11,930,000	\$430,000	4.750%	\$299,181	\$1,028,363
11/1/2019	\$11,500,000		4.750%	\$288,969	
5/1/2020	\$11,500,000	\$450,000	4.750%	\$288,969	\$1,027,938
11/1/2020	\$11,050,000		4.750%	\$278,281	
5/1/2021	\$11,050,000	\$470,000	4.750%	\$278,281	\$1,026,563
11/1/2021	\$10,580,000		4.750%	\$267,119	
5/1/2022	\$10,580,000	\$495,000	4.750%	\$267,119	\$1,029,238
11/1/2022	\$10,085,000		4.750%	\$255,363	
5/1/2023	\$10,085,000	\$520,000	4.750%	\$255,363	\$1,030,725
11/1/2023	\$9,565,000		4.750%	\$243,013	
5/1/2024	\$9,565,000	\$545,000	4.750%	\$243,013	\$1,031,025
11/1/2024	\$9,020,000		4.750%	\$230,069	
5/1/2025	\$9,020,000	\$570,000	4.750%	\$230,069	\$1,030,138
11/1/2025	\$8,450,000		4.750%	\$216,531	
5/1/2026	\$8,450,000	\$595,000	5.125%	\$216,531	\$1,028,063
11/1/2026	\$7,855,000		5.125%	\$201,284	
5/1/2027	\$7,855,000	\$625,000	5.125%	\$201,284	\$1,027,569
11/1/2027	\$7,230,000		5.125%	\$185,269	
5/1/2028	\$7,230,000	\$650,000	5.125%	\$185,269	\$1,020,538
11/1/2028	\$6,580,000		5.125%	\$168,613	
5/1/2029	\$6,580,000	\$690,000	5.125%	\$168,613	\$1,027,225
11/1/2029	\$5,890,000		5.125%	\$150,931	
5/1/2030	\$5,890,000	\$725,000	5.125%	\$150,931	\$1,026,863
11/1/2030	\$5,165,000		5.125%	\$132,353	
5/1/2031	\$5,165,000	\$760,000	5.125%	\$132,353	\$1,024,706
11/1/2031	\$4,405,000		5.125%	\$112,878	
5/1/2032	\$4,405,000	\$795,000	5.125%	\$112,878	\$1,020,756
11/1/2032	\$3,610,000		5.125%	\$92,506	
5/1/2033	\$3,610,000	\$835,000	5.125%	\$92,506	\$1,020,013
11/1/2033	\$2,775,000		5.125%	\$71,109	
5/1/2034	\$2,775,000	\$875,000	5.125%	\$71,109	\$1,017,219
11/1/2034	\$1,900,000		5.125%	\$48,688	
5/1/2035	\$1,900,000	\$925,000	5.125%	\$48,688	\$1,022,375
11/1/2035	\$975,000		5.125%	\$24,984	
5/1/2036	\$975,000	\$975,000	5.125%	\$24,984	\$1,024,969
<b>Total</b>		<b>\$11,930,000</b>		<b>\$6,534,281</b>	<b>\$18,464,281</b>

**HARMONY**

Community Development District

*Debt Service***Budget Narrative**  
Fiscal Year 2019**REVENUES****Interest-Investments**

The District earns interest income on its trust accounts with US Bank.

**Special Assessments-Tax Collector**

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the debt service expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

**Special Assessments-Discounts**

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

**EXPENDITURES****Administrative****Miscellaneous-Assessment Collection Cost**

The District reimburses the Osceola Tax Collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The fiscal year budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.

**Principal Debt Retirement**

The District pays regular principal payments annually in order to pay down/retire the debt service.

**Interest Expense**

The District pays interest expense on the debt service bonds twice a year.

## **Harmony**

Community Development District

### **Supporting Budget Schedules**

Fiscal Year 2019

Summary of Assessment Rates

Neighborhood	Lot Type	Lot Width	O & M			2014 Debt Service			2015 Debt Service			Total			Units	Acres
			FY 2019	FY 2018	% Change (Decrease)/ Increase	FY 2019	FY 2018	% Change (Decrease)/ Increase	FY 2019	FY 2018	% Change (Decrease)/ Increase	FY 2019	FY 2018	% Change (Decrease)/ Increase		
A-1	MF	n/a	\$ 486.66	\$ 486.65	0.00%	\$ 605.71	\$ 605.71	0.00%	\$ -	\$ -	N/A	\$ 1,092.37	\$ 1,092.36	0.00%	186	19.77
B	SF	80	\$ 1,538.49	\$ 1,538.44	0.00%	\$ 1,914.87	\$ 1,914.87	0.00%	\$ -	\$ -	N/A	\$ 3,453.36	\$ 3,453.31	0.00%	9	23.58
	SF	65	\$ 1,250.02	\$ 1,249.99	0.00%	\$ 1,555.83	\$ 1,555.83	0.00%	\$ -	\$ -	N/A	\$ 2,805.85	\$ 2,805.82	0.00%	25	
	SF	52	\$ 1,000.02	\$ 999.99	0.00%	\$ 1,244.66	\$ 1,244.66	0.00%	\$ -	\$ -	N/A	\$ 2,244.68	\$ 2,244.65	0.00%	35	
	SF	42	\$ 807.71	\$ 807.68	0.00%	\$ 1,005.31	\$ 1,005.31	0.00%	\$ -	\$ -	N/A	\$ 1,813.02	\$ 1,812.99	0.00%	22	
	SF	35	\$ 673.09	\$ 673.07	0.00%	\$ 837.75	\$ 837.75	0.00%	\$ -	\$ -	N/A	\$ 1,510.84	\$ 1,510.82	0.00%	15	
C-1	SF	80	\$ 1,513.21	\$ 1,513.17	0.00%	\$ 1,883.40	\$ 1,883.40	0.00%	\$ -	\$ -	N/A	\$ 3,396.61	\$ 3,396.57	0.00%	10	25.82
	SF	65	\$ 1,229.49	\$ 1,229.45	0.00%	\$ 1,530.26	\$ 1,530.26	0.00%	\$ -	\$ -	N/A	\$ 2,759.75	\$ 2,759.71	0.00%	30	
	SF	52	\$ 983.59	\$ 983.56	0.00%	\$ 1,224.21	\$ 1,224.21	0.00%	\$ -	\$ -	N/A	\$ 2,207.80	\$ 2,207.77	0.00%	35	
	SF	42	\$ 794.44	\$ 794.41	0.00%	\$ 988.78	\$ 988.78	0.00%	\$ -	\$ -	N/A	\$ 1,783.22	\$ 1,783.19	0.00%	30	
	SF	35	\$ 662.03	\$ 662.01	0.00%	\$ 823.98	\$ 823.98	0.00%	\$ -	\$ -	N/A	\$ 1,486.01	\$ 1,485.99	0.00%	12	
C-2	SF	80	\$ 1,573.53	\$ 1,573.48	0.00%	\$ 1,958.47	\$ 1,958.47	0.00%	\$ -	\$ -	N/A	\$ 3,532.00	\$ 3,531.95	0.00%	4	17.54
	SF	65	\$ 1,278.49	\$ 1,278.45	0.00%	\$ 1,591.26	\$ 1,591.26	0.00%	\$ -	\$ -	N/A	\$ 2,869.75	\$ 2,869.71	0.00%	14	
	SF	52	\$ 1,022.79	\$ 1,022.76	0.00%	\$ 1,273.01	\$ 1,273.01	0.00%	\$ -	\$ -	N/A	\$ 2,295.80	\$ 2,295.77	0.00%	13	
	SF	42	\$ 826.10	\$ 826.08	0.00%	\$ 1,028.20	\$ 1,028.20	0.00%	\$ -	\$ -	N/A	\$ 1,854.30	\$ 1,854.28	0.00%	31	
	SF	35	\$ 688.42	\$ 688.40	0.00%	\$ 856.83	\$ 856.83	0.00%	\$ -	\$ -	N/A	\$ 1,545.25	\$ 1,545.23	0.00%	25	
D-1	SF	80	\$ 1,625.68	\$ 1,625.63	0.00%	\$ 2,023.39	\$ 2,023.39	0.00%	\$ -	\$ -	N/A	\$ 3,649.07	\$ 3,649.02	0.00%	9	10.35
	SF	65	\$ 1,320.87	\$ 1,320.83	0.00%	\$ 1,644.00	\$ 1,644.00	0.00%	\$ -	\$ -	N/A	\$ 2,964.87	\$ 2,964.83	0.00%	20	
	SF	52	\$ 1,056.69	\$ 1,056.66	0.00%	\$ 1,315.20	\$ 1,315.20	0.00%	\$ -	\$ -	N/A	\$ 2,371.89	\$ 2,371.86	0.00%	6	
D-2	SF	n/a	\$ 965.67	\$ 965.64	0.00%	\$ 1,201.91	\$ 1,201.91	0.00%	\$ -	\$ -	N/A	\$ 2,167.58	\$ 2,167.55	0.00%	11	2.32
E	SF	n/a	\$ 2,576.59	\$ 2,576.51	0.00%	\$ 3,206.92	\$ 3,206.92	0.00%	\$ -	\$ -	N/A	\$ 5,783.51	\$ 5,783.43	0.00%	51	28.70
G	SF	52	\$ 1,163.16	\$ 1,163.12	0.00%	\$ 1,447.71	\$ 1,447.71	0.00%	\$ -	\$ -	N/A	\$ 2,610.87	\$ 2,610.83	0.00%	62	39.86
	SF	42	\$ 939.47	\$ 939.44	0.00%	\$ 1,169.30	\$ 1,169.30	0.00%	\$ -	\$ -	N/A	\$ 2,108.77	\$ 2,108.74	0.00%	85	
	SF	35	\$ 782.89	\$ 782.87	0.00%	\$ 974.41	\$ 974.41	0.00%	\$ -	\$ -	N/A	\$ 1,757.30	\$ 1,757.28	0.00%	39	
H-1	SF	35	\$ 875.04	\$ 875.01	0.00%	\$ 1,073.54	\$ 1,073.54	0.00%	\$ -	\$ -	N/A	\$ 1,948.58	\$ 1,948.55	0.00%	39	20.34
	SF	40	\$ 1,000.04	\$ 1,000.01	0.00%	\$ 1,288.25	\$ 1,288.25	0.00%	\$ -	\$ -	N/A	\$ 2,288.29	\$ 2,288.26	0.00%	14	
	SF	50	\$ 1,250.05	\$ 1,250.01	0.00%	\$ 1,594.98	\$ 1,594.98	0.00%	\$ -	\$ -	N/A	\$ 2,845.03	\$ 2,844.99	0.00%	13	
	SF	25	\$ 625.03	\$ 625.01	0.00%	\$ 766.82	\$ 766.82	0.00%	\$ -	\$ -	N/A	\$ 1,391.85	\$ 1,391.82	0.00%	46	
H-2/F/A-2/M	SF	50	\$ 1,271.96	\$ 1,271.92	0.00%	\$ 1,592.89	\$ 1,592.89	0.00%	\$ -	\$ -	N/A	\$ 2,864.85	\$ 2,864.81	0.00%	164	45.56
I/J/K/L/O	SF	40	\$ 1,276.36	\$ 1,276.33	0.00%	\$ -	\$ -	N/A	\$ 1,534.73	\$ 1,534.73	0.00%	\$ 2,811.09	\$ 2,811.06	0.00%	186	158.20
	SF	50	\$ 1,595.45	\$ 1,595.41	0.00%	\$ -	\$ -	N/A	\$ 1,918.41	\$ 1,918.41	0.00%	\$ 3,513.86	\$ 3,513.82	0.00%	220	
	SF	60	\$ 1,914.55	\$ 1,914.49	0.00%	\$ -	\$ -	N/A	\$ 2,302.10	\$ 2,302.10	0.00%	\$ 4,216.65	\$ 4,216.59	0.00%	71	
Office	Office		\$ 1,282.01	\$ 1,281.97	0.00%	\$ -	\$ -	N/A	\$ 1,541.52	\$ 1,541.52	0.00%	\$ 2,823.53	\$ 2,823.49	0.00%		0.28
GC	Golf Course		\$ -	\$ -	N/A	\$ -	\$ -	N/A	\$ 52,624.28	\$ 52,624.28	0.00%	\$ 52,624.28	\$ 52,624.28	0.00%		
Comm	Comm		\$ 4,578.61	\$ 4,578.47	0.00%	\$ -	\$ -	N/A	\$ 5,505.44	\$ 5,505.44	0.00%	\$ 10,084.05	\$ 10,083.91	0.00%		7.58
TC/M*	SF	50	\$ 1,319.95	\$ 1,319.91	0.00%	\$ -	\$ -	N/A	\$ 1,234.92	\$ 1,587.14	-22.19%	\$ 2,554.87	\$ 2,907.05	-12.11%	35	10.09
TC	TC 1 and TC 2		\$ 4,578.61	\$ 4,578.47	0.00%	\$ -	\$ -	N/A	\$ 5,505.44	\$ 5,505.44	0.00%	\$ 10,084.05	\$ 10,083.91	0.00%		12.45
TC*	TC 3 and TC 4		\$ 4,578.61	\$ 4,578.47	0.00%	\$ -	\$ -	N/A	\$ 4,283.68	\$ 5,505.44	-22.19%	\$ 8,862.29	\$ 10,083.91	-12.11%		7.43
															1567	429.87

\*ADS has been reduced as a result of true-up payment remitted on Oct 3, 2017

**RESOLUTION 2018-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
THE HARMONY COMMUNITY DEVELOPMENT  
DISTRICT APPROVING THE BUDGET FOR FISCAL  
YEAR 2019 AND SETTING A PUBLIC HEARING  
THEREON PURSUANT TO FLORIDA LAW**

WHEREAS, the District Manager has heretofore prepared and submitted to the Board a Proposed Operating and/or Debt Service Budget for Fiscal Year 2019; a copy of which is attached hereto, and

WHEREAS, the Board of Supervisors has considered said Proposed Budget and desires to set the required Public Hearing thereon;

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

1. The Budget proposed by the District Manager for Fiscal Year 2019 is hereby approved as the basis for conducting a Public Hearing to adopt said budget.
2. A Public Hearing on said approved Budget is hereby declared and set for the following date, hour and location:

Date: Thursday, August 30, 2018

Hour: 6:00 p.m.

Place: Harmony Golf Preserve Clubhouse  
7251 Five Oaks Drive  
Harmony, Florida 34773

3. Notice of this Public Hearing shall be published in the manner prescribed in Florida Law.
4. In accordance with Section 189.016, Florida Statutes, the District's Secretary is further directed to post this Proposed Budget on the District's website at least two days before the Budget Hearing date, as set forth in Section 2.

**Adopted this 31<sup>st</sup> day of May, 2018.**

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Steven Berube  
Chairman

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Bob Koncar  
Secretary



**7D.**

**7Di.**



## MARY JANE ARRINGTON OSCEOLA COUNTY SUPERVISOR OF ELECTIONS

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April 16, 2018

Ms. Sandra H. Demarco  
Recording Manager  
Inframark Infrastructure Management Services  
210 N. University Drive  
Suite 702  
Coral Springs, FL 33071

RE: Harmony Community Development District – Registered Voters

Dear Ms. Demarco:

Thank you for your letter of April 5, 2018 requesting confirmation of the number of registered voters within the Harmony Community Development District as of April 15, 2018.

The number of registered voters within the Harmony CDD is 1,501 as of April 15, 2018.

If I can be of further assistance please contact me at 407.742.6000.

Respectfully yours,

A handwritten signature in cursive script that reads "Mary Jane Arrington".

Mary Jane Arrington  
Supervisor of Elections

Vote  
Osceola

**7Div.**

**7Div.a**





April 19, 2018

Mr. Daniel Finz:  
Harmony CDD  
313 Campus St.  
Celebration, FL 34747

Re: Feasibility Study and Market Analysis for Harmony CDD, Tract G-A, parcel # 30-26-32-2989-0001-0GA0

Dear Mr. Finz:

As requested by Inframark, we are pleased to provide the following Scope of Services and Fee Proposal (Exhibit A) for a feasibility study and market analysis for development of the subject property for a community center for the Harmony CDD.

The data gathered through our research will be summarized in a report to the CDD board, with supporting exhibits and drawings, as described further in the Scope of Services. We anticipate being able to complete the study within 60 days after receiving a signed copy of this letter.

Our professional fees for this assignment will be billed at on a monthly, percent complete basis. Fees will be lump sum, unless additional services are requested on an hourly basis. Project-related expenses will be billed in addition to professional fees.

Our invoices are due and payable within thirty (30) days from the date of the invoice. In the event we do not receive full payment of the amount billed within thirty days, the invoice shall be considered past due and work on this assignment may cease until such time that our invoices are paid in full. Past due invoices are subject to a rebilling charge of 1.5% per month. In order to maintain our independence, we reserve the right to withhold all drafts, documentation or final reports until all accounts are current. In order to commence work on this project, we request a retainer of \$2,500.00.

If unusual matters come to our attention that warrant additional work and professional fees, we will discuss the matter with you so that a mutually acceptable revision in our estimated fees may be made. Proposals for additional services indicating scope of work, time and fee schedule will be submitted upon request.

Should you request us to terminate this assignment during the progress of our work, billings will be rendered up to the date of our receipt of a written request for such abandonment and shall immediately become due and payable. In the event of any dispute relative to this proposal-agreement, the prevailing party shall be entitled to the reimbursement of attorney's fees and related costs.

If this Scope of Services and the terms of this proposal-agreement are acceptable to you, please indicate your acceptance by signature at the space provided below and return one executed copy for our files. The time and fee schedule discussed in this



proposal-agreement shall remain valid for a thirty-day period from the date of this proposal.

We appreciate the opportunity to present this letter to you and look forward to working with you on this assignment. Please feel free to contact me if you have any questions.

Very truly yours,

**NAI Realvest**

A handwritten signature in blue ink that reads "Jon D. Walls".

Jon D. Walls, RLA  
Sales Associate/Development Services Director

Encl: Exhibit A:  
Scope of Services and Fee Proposal

**AGREED AND ACCEPTED**

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

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

## **EXHIBIT A – SCOPE OF SERVICES & FEE PROPOSAL Harmony CDD Feasibility Study and Market Analysis**

### **1.0 PROJECT DESCRIPTION**

The project is generally described as follows: **Realvest Consulting Services (the “Consultant”) shall provide services associated with the feasibility of developing a Community Center on a parcel of land known as Tract G-A, parcel # 30-26-32-2989-0001-0GA0, located in the Harmony CDD, in Osceola County, Florida, (the Project). Consultant’s services will be in behalf of the Harmony CDD (the “Client”).**

### **2.0 BASIS OF SCOPE**

#### **2.1 Background/Assumptions:**

- Client has limited or no land available in which a building could be constructed on within the existing land owned by the CDD. Therefore, the Board of Supervisors have considered buying a parcel of land, specifically on Tract G-A, parcel # 30-26-32-2989-0001-0GA0, by the middle school.
- There is currently no budget established for the project’s cost. The Harmony CDD Board is in need of determining the market value of the subject parcel a rough estimate of which a Community Center can be built on that land, including permits required for construction.
- The Board has not decided on a building program at this stage. A program will be required, stating the amount of square footage suggested by the Consultant for each of the proposed building uses.
- Development of the project is subject to applicable Harmony CDD development regulations.

#### **2.2 Information Provided by Client:**

Client shall provide the following, if available, to Consultant in order to provide the work products stated herein:

- Harmony CDD Design Standards and CCR’s (Conditions, Covenants and Restrictions)
- Boundary Survey
- Infrastructure Plans for Utilities, Streets and Stormwater Systems
- Access to Property

### **3.0 SCOPE OF BASIC SERVICES AND FEE**

#### **3.1 FEASIBILITY STUDY**

- 3.1.1 Site Analysis:** Consultant will evaluate the site by making a site visit and examining available documents to determine the physical environment and suitability for the proposed use.
- 3.1.2 Infrastructure Analysis:** Existing infrastructure such as potable water, sanitary sewer, stormwater requirements will be generally assessed if information is readily available. No water or sewer calculations or detailed studies will be provided. No drainage calculations will be provided, however, a rough estimate of land required for stormwater retention facilities will be provided.
- 3.1.3 Entitlement Analysis:** Consultant shall research the property entitlements, including the applicable future land use and zoning as applied by Osceola County and/or the Harmony CDD. Consultant will also research the applicable site and building design standards as required by the CDD. Consultant shall make a list of required permits and approvals necessary to develop the project.
- 3.1.4 Feasibility Report:** Upon completion of the site and infrastructure analysis, along with the entitlement analysis, Consultant shall include the findings in the Feasibility Report. Report shall be in narrative text form and include copies of any available maps such as future land use, zoning, and utilities, if available.

**Feasibility Study Fee: Lump Sum: \$3,500.00**

#### **3.2 MARKET ANALYSIS**

- 3.2.1 Broker Opinion of Value (BOV):** Consultant shall conduct a search of similar size parcels of land to determine an estimated value of land on an acreage and square foot basis. These market "Comps" shall be presented in report form including a cover page and list of similar properties that have closed or are on the market in the East Osceola County region. Market value shall not include the value of the site in full build-out condition. Value shall be based upon the raw land only.

The BOV will not include a financial analysis of the viability or profitability of the operation of the facility once it is built.

**Market Analysis Fee: Lump Sum: \$2,500.00**

### **3.3 ARCHITECTURAL PROGRAMMING**

In order to determine the size and type of building that could be built on the property, the Consultant shall include the services of an architectural sub-consultant Nasrallah Architects (the "Architect"), to provide the below services:

- 3.3.1 Building Program:** Architect shall determine a conceptual program for community center to include the general amount of space to be allocated for each use such as assembly area, kitchen, administration area, and restrooms.
- 3.3.2 Functional Use Diagram:** Architect shall provide a building functional use diagram to illustrate the uses noted above.
- 3.3.3 Conceptual Cost Estimate:** Architect shall provide an opinion of probable cost for the building and site development. This opinion shall not be require a detailed quantity take off, instead, only a general cost per square foot shall be provided.
- 3.3.4 Conceptual Site Plan:** Architect shall prepare a conceptual site plan showing building envelope, parking, stormwater retention area and access drive(s). A parking layout and number of parking spaces will be provided. No detailed stormwater analysis, utility analysis, or civil engineering is included. No landscape design or renderings are included.

**Architectural Programming Fee: Lump Sum: \$6,000.00**

### **3.4 MEETINGS/PRESENTATIONS**

- 3.4.1 Client Meetings:** Consultant shall be present for up to three (3) meetings/presentations to Client during the process. Additional meetings/presentations will be billed on an hourly basis.
- 3.4.2 Osceola County Meeting:** Consultant shall arrange for and attend one meeting with Osceola County staff to confirm project requirements for county approval.

**Meetings/Presentations: Lump Sum: \$2,250.00**



### FEE SUMMARY

TASK NUMBER	TASK	LUMP SUM FEE
Task 3.1	Feasibility Study	\$3,500.00
Task 3.2	Market Analysis	\$2,500.00
Task 3.3	Architectural Programming	\$6,000.00
Task 3.4	Meetings/Presentations	\$2,250.00
	Total	\$14,250.00

**7Div.b**

March 1, 2018

**LETTER OF AGREEMENT BETWEEN**

Mr. Bob Koncar  
District Manager, Harmony CDD  
313 Campus St.  
Celebration, FL 34747

Hereinafter referred to as the OWNER or CLIENT

AND

Canin Associates, Inc.  
Urban Planning, Landscape Architecture, Architecture  
500 Delaney Avenue, Suite 404  
Orlando, Florida 32801

Hereinafter referred to as the CONSULTANT or CA

Re: Proposal for a Feasibility Study for a Community Amenity Center at Harmony, Florida  
CA Job No. 218-009-10

Dear Bob,

We are pleased to provide you with this proposal for a feasibility study for a community amenity center in Harmony, Florida. The purpose of this study is to determine if tract G-A is physically and financially suitable for a community amenity center and the size and type of facility that would be appropriate.

**PROJECT UNDERSTANDING**

It is our understanding that you would like CA to develop a program and a conceptual site plan for a community amenity center on tract G-A in Harmony. We also understand that you would like preliminary cost estimates for such a facility.

**A. SCOPE OF SERVICES**

Prior to developing the conceptual site plan, CA will meet with the CLIENT in person or via web meeting to discuss the desired development program for the site and the associated buildings. This program could include any or all of the following items: meeting rooms, open spaces, a pool complex, and a fitness center.

Once a program is determined in consultation with you and your Board, CA will utilize the Osceola County Tax Assessor's data to develop one (1) conceptual site plan for tract G-A. This site plan will lay out the elements that were predetermined during the program discussion. Upon receiving direction from the CLIENT, CA will develop a preliminary project cost.

## LETTER OF AGREEMENT

Harmony Third Place  
CA Job No. 218-009-10

March 1, 2018  
Page 2

**B. FEES AND REIMBURSABLE EXPENSES**

CA will complete the work outlined above for a fixed professional fee of \$9,600, including reimbursable expenses. This includes one (1) meeting with the client prior to the development of the conceptual site plan. Any additional meeting(s) will be conducted on an hourly basis in accordance with our current personnel rates (Please refer to Attachment "A" – Hourly Rate Schedule 2018).

**C. RETAINER**

An initial payment of \$3,000 shall be made upon execution of this agreement. This retainer will be applied to the CLIENT's final invoice.

**D. ACCEPTANCE**

This proposal will be valid for 30 days from the date of this Letter of Agreement. If this proposal meets with your approval, please sign and date below and return an executed copy of the document. We will consider this our legal contract.

Signature below indicates that the CLIENT has read, understood and accepted Attachment "A" - Hourly Rate Schedule 2018 and Attachment "B" - General Terms and Conditions as part of this agreement.

Thank you again for your consideration of our proposal. We look forward to working with you.

**CANIN ASSOCIATES, INC.**By: 

Brian C. Canin, ALA, FAICP, CNU-A  
President

**HARMONY CDD**

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

Bob Koncar,  
District Manager

Date: March 1, 2018

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

BCC/kj/vdp

**ATTACHMENT "A"****HOURLY RATE SCHEDULE 2018**  
**(Subject to Adjustment Annually)**

President	\$230.00/Hour
Principal	\$180.00/Hour
Senior Transportation Specialist	\$140.00/Hour
Senior Associate	\$130.00/Hour
Associate	\$115.00/Hour
Project Manager	\$130.00/Hour
Senior Designer / Planner	\$110.00/Hour
Designer / Planner	\$95.00/Hour
Graphics Support	\$85.00/Hour
CAD	\$70.00/Hour
Administrative Support	\$65.00/Hour



## ATTACHMENT "B"

### GENERAL TERMS AND CONDITIONS

#### A. FEES AND REIMBURSABLE EXPENSES

Invoices more than ninety (90) days past due will be considered delinquent. A service charge will be added to delinquent accounts at the rate of one and one-half percent (1.5%) per month, of the outstanding amount.

In the event any invoice or any portion thereof remains unpaid for more than sixty (60) days following the invoice date, CA will stop work on the project until payments are current. No final plans will be released until payment in full has been made on all past due invoices. CA may also initiate legal proceedings to collect the past due balances and recover, in addition to all amounts due and payable, including accrued interest, its reasonable attorneys' fees and other expenses related to the proceeding. Such expenses shall include, but shall not be limited to, the cost, determined at CA's normal hourly billing rates, of the time devoted to such proceeding by its employees.

Hourly personnel rates will be adjusted annually based on changes in our personnel and their compensation.

#### B. ADDITIONAL SERVICES

Work in the nature of "extra work" or any changes in the character or the scope of work beyond the contract terms specified herein, will be agreed upon and identified prior to the initiation of the additional service task.

Any meetings, special studies, surveys, work, testimony or revisions resulting from initial submissions to the various Agencies will be handled on an hourly basis as "extra work" after receiving the CLIENT'S approval.

Any additional effort after submission for regulatory approval, to revise plans, to achieve sufficiency, conduct public surveys, obtain petitions or other activities necessary to generate public support for the proposed project, will be handled as "extra work" on an hourly basis.

For such additional services, as may be required beyond the scope outlined, CA will be compensated on the basis of the hourly rates outlined in the Attachment "A" plus reimbursable out-of-pocket expenses.

#### C. GENERAL CONDITIONS

While CA shall endeavor to provide the highest quality of services, CA cannot guarantee the actions, decisions or timeliness of government officials and agencies in connection with their review and approval of plans and specifications submitted for permit.

CA will endeavor to design in compliance with laws, codes, and ordinances in effect at the time of the signing of the agreement or work order.

Items to be furnished by the CLIENT and not included in CA's fees include all survey information, soils information, engineering, traffic engineering, biological survey, monitoring, legal support, architectural studies and market input as required to complete our planning activities. CA will rely upon the accuracy and completeness of all CLIENT and consultant supplied data, information and reports.

The design documents developed by CA under this Contract and any future agreement or work order shall remain the property of CA whether the project is completed or terminated at any stage. These design documents shall not be reused on other projects without CAs prior written permission. CA retains all rights, including copyrights, in all designs, plans and specifications prepared by or on behalf of CA.

## ATTACHMENT "B"

### GENERAL TERMS AND CONDITIONS

CA grants CLIENT a nonexclusive license to use the design documents as described in this agreement or any subsequent agreement or work order, conditioned upon CLIENT making payments to CA in accordance with the terms of this agreement and any future agreement or work order. CA reserves the right to use reproductions of the designed items for its own promotional interests. Reproducible copies of these documents shall be made available to the CLIENT for its use at any point during the project at its cost.

CA will not be responsible for job site safety, nor will CA be responsible for the appropriateness of the construction means, methods or installation procedures undertaken by any contractor.

CA will not be responsible for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form on the project site including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.

The original documents developed by CA under this agreement shall remain the property of the CA whether the project is completed or terminated. These documents shall not be reused on other projects without CA's written permission. CA retains all rights, including copyrights, in its documents. CA grants CLIENT a nonexclusive license to use the documents as described in this Agreement, provided CLIENT performs in accordance with the terms of this Agreement. We reserve the right to use reproductions of the designed items for our own promotional interests. Reproducible copies of these documents shall be made available to the CLIENT for his use at any point during the project at his cost.

The CLIENT shall at all times indemnify and save harmless CA and its officers, agents and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, except when caused solely by negligent acts or omissions by CA.

Either party may terminate this contract without cause upon providing seven (7) days written notice to the other party. In the event of termination, CA will be reimbursed for all fees and expenses incurred to-date by CA and our consultants. Upon not less than seven (7) days written notice, CA may suspend the performance of its services if CLIENT fails to pay CA in full for services rendered or expenses incurred. CA shall have no liability because of such suspension of services or termination due to CLIENT'S nonpayment.

The CLIENT agrees not to solicit and/or hire CA employees to work for the CLIENT or work independently on the CLIENT's projects.

**7E.**

**7Ei**

## HARMONY COMMUNITY DEVELOPMENT DISTRICT PARKS AND RECREATION FACILITY USAGE APPLICATION

### ORGANIZATION/COMPANY USE APPLICATION

**IMPORTANT:** Please type or print legibly. All sections must be completed. Some applications may require additional review and approval from the District. Usage will only be confirmed if all appropriate information has been supplied.

#### APPLICANT INFORMATION

Name of Entity Organization/Company: Harmony Community School  
 Address: 3305 Schoolhouse Drive  
 Type of Organization: ☐ Non-Profit ☐ Commercial ☐ Government ☐ Private  
 If Non-Profit, does your organization hold a current 503(c)(3) certificate? ☐ Yes ☐ No  
 Contact Person: Cindy Strauch E-mail: cindy.strauch@osceola  
schoools.net  
 Work Phone: 407 892 1055 Cell Phone: \_\_\_\_\_

#### EVENT INFORMATION

Type of event: Learn to Swim  
 Requested location: Harmony Pool Club  
 Event date(s): Aug 28-30 Times From: 9 (a.m./p.m.) To: 12 (a.m./p.m.)  
Sept 4-7  
 Anticipated # of attendees: 25 What age group? 1st. grade

**NOTE:** If requesting use of a pool area, please be advised the access gates are not to be propped open at any time before or during the event. This is an electronic card reader access system, and propping the gates will result in a default that disables the card readers where no one will have access.

#### DAMAGE DEPOSIT

For each event with 10 or more attendees, the District shall collect from the event organizer a **Damage Deposit** in the amount **\$250** at the time the event is scheduled with the District Manager.

At the conclusion of the event and upon inspection, the District shall either (1) return the Damage Deposit to the event organizer if there is no damage to District property or (2) charge the event organizer for any damage to the District property and apply the Damage Deposit to the charge.

If the damage to the District property is less than the Damage Deposit, the excess amount from the deposit shall be returned to the event organizer. If the damage to the District property exceeds the Damage Deposit, the event organizer shall be charged for the property damages. All damage charges must be paid to the District no later than 15 days after invoice date.

Rosemary.Tschinkel@inframark.com



**VENDORS/MERCHANDISE**

*Any vendor who will sell or give away merchandise must have a vendor agreement, a copy of their business license, and insurance on file with the Osceola County Parks and Recreation Department.*

How many vendor/merchandise locations will your event require? \_\_\_\_\_

Please describe vendors/type that will occur on day of event: \_\_\_\_\_

A complete detailed listing of names must be provided of all vendors. Please attach a list with the names, addresses, phone numbers and types of service of any person(s) that you have an agreement/contract for any service they will provide for you.

Attached: ☐ Yes ☐ No

**CATERING**

Will your event require catering? ☐ Yes ☒ No

Name of Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell/Pagers: \_\_\_\_\_ Email: \_\_\_\_\_

**CONTACT INFORMATION**

*Contact information to obtain a County permit or additional waste management services, as required in the Harmony Community Development District Parks and Recreation Facilities Policy.*

Osceola County Zoning and Code Enforcement:

One Courthouse Square, Suite 1200, Kissimmee, FL 34741  
Phone (407) 343-3400

Osceola County Parks and Recreation Department:

One Courthouse Square, Suite 1200, Kissimmee, FL 34741  
Phone (407) 343-2380

County Waste Management: Phone (407) 847-7370

# **INDEMNIFICATION AND HOLD HARMLESS**

The EVENT ORGANIZER agrees that this application applies to the entity, corporation or organization and all of its agents, officers, directors, employees, consultants or similar persons.

UPON SIGNATURE of this application, THE EVENT ORGANIZER AGREES TO BE LIABLE for any and all damages, losses and expenses incurred by the District, caused by the acts and/or omissions of the event organizer, or any of its agents, officers, directors, employees, consultants or similar persons.

THE EVENT ORGANIZER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE DISTRICT HARMLESS for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the organizer, or any of his or her agents, officers, directors, employees, consultants or similar persons.

The State, agency or subdivision of the State shall not be subject to this indemnification clause in accordance with Section 768.28(19), Florida Statutes.

None of the indemnification or insurance requirements referenced in the Harmony Community Development District Parks and Recreation Facilities Policy or in this Application constitute a waiver of sovereign immunity pursuant to Section 768.28, F.S.

## **SIGNATURE OF APPLICANT/EVENT ORGANIZER**

### **ACKNOWLEDGEMENT:**

- ☒ I understand that this is an application only and does not obligate the Harmony Community Development District in any fashion to reserve any facility and/or approve any event.
- ☒ I have read, understand, and agree to abide by the policies set forth by the Harmony Community Development District in Chapter 4, Parks and Recreation Facilities Rules.
- ☒ If approved, I understand that I must have a copy of the signed, approved application in my possession at the event or I will be denied access for this event.

Signature: Cindy Strauch

Date: 5/18/18

Printed Name: Cindy Strauch

## **APPROVAL FROM HARMONY CDD**

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

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

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

Title: \_\_\_\_\_

**7Eii**

# HARMONY COMMUNITY DEVELOPMENT DISTRICT PARKS AND RECREATION FACILITY USAGE APPLICATION

## PERSONAL/INDIVIDUAL USE APPLICATION

**IMPORTANT:** Please type or print legibly. All sections must be completed. Some applications may require additional review and approval from the District. **Usage will only be confirmed if all appropriate information has been supplied.**

### APPLICANT INFORMATION

Name: Stacy Tiedeman  
 Address: 6839 Goldflower Ave, Harmony, 3477  
 Home Phone: \_\_\_\_\_ Cell Phone: 321 443 2820  
 Fax: \_\_\_\_\_ E-mail: stiedeman83@gmail.com

### EVENT INFORMATION

Type of event: Wedding Ceremony  
 Requested location: Town Square  
 Event date(s): May 11, 2019  
 Times From: 4:00 (a.m./p.m.) To: 8:00 (a.m./p.m.)  
 Anticipated # of attendees: 50 What age group? Adults + Kids

**NOTE:** If requesting use of a pool area, please be advised the access gates are not to be propped open at any time before or during the event. This is an electronic card reader access system, and propping the gates will result in a default that disables the card readers where no one will have access.

### DAMAGE DEPOSIT

For each event with 10 or more attendees, the District shall collect from the event organizer a **Damage Deposit** in the amount **\$250** at the time the event is scheduled with the District Manager.

At the conclusion of the event and upon inspection, the District shall either (1) return the Damage Deposit to the event organizer if there is no damage to District property, or (2) charge the event organizer for any damage to the District property and apply the Damage Deposit to the charge.

If the damage to the District property is less than the Damage Deposit, the excess amount from the deposit shall be returned to the event organizer. If the damage to the District property exceeds the Damage Deposit, the event organizer shall be charged for the property damages. All damage charges must be paid to the District no later than 15 days after invoice date.

## VENDORS/MERCHANDISE

*Any vendor who will sell or give away merchandise must have a vendor agreement, a copy of their business license, and insurance on file with the Osceola County Parks and Recreation Department.*

How many vendor/merchandise locations will your event require? 0

Please describe vendors/type that will occur on day of event: \_\_\_\_\_

A complete detailed listing of names must be provided of all vendors. Please attach a list with the names, addresses, phone numbers and types of service of any person(s) that you have an agreement/contract for any service they will provide for you.

Attached: ☐ Yes ☐ No

## CATERING

Will your event require catering? ☐ Yes ☒ No

Name of Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell/Pager: \_\_\_\_\_ Email: \_\_\_\_\_

## CONTACT INFORMATION

*Contact information to obtain a County permit or additional waste management services, as required in the Harmony Community Development District Parks and Recreation Facilities Policy.*

### Osceola County Zoning and Code Enforcement:

One Courthouse Square, Suite 1200, Kissimmee, FL 34741  
Phone (407) 343-3400

### Osceola County Parks and Recreation Department:

One Courthouse Square, Suite 1200, Kissimmee, FL 34741  
Phone (407) 343-2380

County Waste Management: Phone (407) 847-7370



**INDEMNIFICATION AND HOLD HARMLESS**

The EVENT ORGANIZER agrees that this application applies to the individual and all of his or her agents, officers, directors, employees, consultants or similar persons.

UPON SIGNATURE of this application, THE EVENT ORGANIZER AGREES TO BE LIABLE for any and all damages, losses and expenses incurred by the District, caused by the acts and/or omissions of the event organizer, or any of its agents, officers, directors, employees, consultants or similar persons.

THE EVENT ORGANIZER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE DISTRICT HARMLESS for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the organizer, or any of his or her agents, officers, directors, employees, consultants or similar persons.

The State, agency or subdivision of the State shall not be subject to this indemnification clause in accordance with Section 768.28(19), Florida Statutes.

None of the indemnification or insurance requirements referenced in the Harmony Community Development District Parks and Recreation Facilities Policy or in this Application constitute a waiver of sovereign immunity pursuant to Section 768.28, F.S.

**SIGNATURE OF APPLICANT/EVENT ORGANIZER**

**ACKNOWLEDGEMENT:**

- ☒ I understand that this is an application only and does not obligate the Harmony Community Development District in any fashion to reserve any facility and/or approve any event.
- ☒ I have read, understand, and agree to abide by the policies set forth by the Harmony Community Development District in Chapter 4, Parks and Recreation Facilities Rules.
- ☒ If approved, I understand that I must have a copy of the signed, approved application in my possession at the event or I will be denied access for this event.

Signature: Stacy Tiedeman

Date: 5/10/18

Printed Name: Stacy Tiedeman

**APPROVAL FROM HARMONY CDD**

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

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

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

Title: \_\_\_\_\_

## **Eighth Order of Business**

**8B.**

# Streetlight Cost Obligation Retirement Schedule

O#	D#	Description	FY2015	FY2016	FY2017	FY2018	FY2019	Buyout	Pay/Mth
1	0	Phase 1 (Original) 243 Lights	DONE {August}					\$517,177	\$7,370
2	1	Phase 1 A (Addendum)				\$17,103	\$14,301		\$336
3	2	Town Center 35 Lights			DONE {July}			\$38,851	\$658
4	3	Cypress 2 57 Lights				\$136,080	\$120,712		\$2,155
5	4	Drake 1 20 Lights			DONE {July}			\$49,371	\$704
6	5	Phase 2 I-R 55 Lights		DONE {September}				\$180,792	\$2,207
7	6	Ashley 1 62 Lights		DONE {September}				\$181,369	\$2,203
8	7	Green 90 Lights				\$226,107	\$208,581		\$2,970
9	8	Phase 3 I-R 83 Lights				\$238,814	\$220,799		\$3,099
10	9	Drake 2 76 Lights			DONE {June}			\$237,585	\$2,713
Fiscal Year Buyout Cost			\$517,177	\$362,161	\$325,807				
Return On Investment			33.957%	43.061%	42.646%				
Future Payments			\$692,793	\$518,112	\$464,752				
Interest Saved			\$175,616	\$155,951	\$138,945				
Plans Cost			\$161,000			\$362,187	\$235,100	4 & 8 In 2018 and 2 & 9 In 2019	
						\$255,916	\$329,293	2 & 9 In 2018 and 4 & 8 In 2019	
						{July}	{July}		

# CDD Buyout Options For Streetlight Loans Contracted With OUC

\* \* Loan Payoff Premium Calculated Using A Modified Discount Rate of ~7% of Future Payments \* \*

FY'18 Funding Required For Buyout			
---{ JULY 2018 BUYOUT SUMMARY }---			
(Loan #2) <b>Phase 1A</b> <b>Jun 2003</b> <b>\$33,673</b>	Future Interest	Future Principal	Future Payment
	\$4,393	\$15,441	\$19,835
	<b>Payoff Premium</b>	<b>\$1,661</b>	<b>6.680%</b>
[Loan Origination]	<b>\$2,732</b>	<b>\$17,103</b>	<b>15.975%</b>
[Date & Amount]	<b>Realized</b>	<b>Payment</b>	<b>Return On</b>
	<b>Savings</b>	<b>Required</b>	<b>Investment</b>

FY'17 Funding Required For Buyout			
---{ JULY 2017 BUYOUT SUMMARY }---			
(Loan #3) <b>Town Center</b> <b>Jul 2003</b> <b>\$65,889</b>	Future Interest	Future Principal	Future Payment
	\$12,333	\$35,030	\$47,363
	<b>Payoff Premium</b>	<b>\$3,822</b>	<b>6.680%</b>
[Loan Origination]	<b>\$8,512</b>	<b>\$38,851</b>	<b>21.908%</b>
[Date & Amount]	<b>Realized</b>	<b>Payment</b>	<b>Return On</b>
	<b>Savings</b>	<b>Required</b>	<b>Investment</b>

FY'18 Funding Required For Buyout			
---{ JULY 2018 BUYOUT SUMMARY }---			
(Loan #8) <b>Green</b> <b>Mar 2007</b> <b>\$297,469</b>	Future Interest	Future Principal	Future Payment
	\$106,617	\$202,250	\$308,867
	<b>Payoff Premium</b>	<b>\$23,857</b>	<b>6.763%</b>
[Loan Origination]	<b>\$82,759</b>	<b>\$226,107</b>	<b>36.602%</b>
[Date & Amount]	<b>Realized</b>	<b>Payment</b>	<b>Return On</b>
	<b>Savings</b>	<b>Required</b>	<b>Investment</b>

FY'18 Funding Required For Buyout			
---{ JULY 2018 BUYOUT SUMMARY }---			
(Loan #4) <b>Cypress 2</b> <b>Feb 2005</b> <b>\$215,819</b>	Future Interest	Future Principal	Future Payment
	\$47,701	\$122,520	\$170,221
	<b>Payoff Premium</b>	<b>\$13,559</b>	<b>6.700%</b>
[Loan Origination]	<b>\$34,141</b>	<b>\$136,080</b>	<b>25.089%</b>
[Date & Amount]	<b>Realized</b>	<b>Payment</b>	<b>Return On</b>
	<b>Savings</b>	<b>Required</b>	<b>Investment</b>

FY'17 Funding Required For Buyout			
---{ JULY 2017 BUYOUT SUMMARY }---			
(Loan #5) <b>Drake 1</b> <b>Mar 2005</b> <b>\$70,468</b>	Future Interest	Future Principal	Future Payment
	\$20,395	\$44,330	\$64,726
	<b>Payoff Premium</b>	<b>\$5,040</b>	<b>6.700%</b>
[Loan Origination]	<b>\$15,355</b>	<b>\$49,371</b>	<b>31.101%</b>
[Date & Amount]	<b>Realized</b>	<b>Payment</b>	<b>Return On</b>
	<b>Savings</b>	<b>Required</b>	<b>Investment</b>

FY'18 Funding Required For Buyout			
---{ JULY 2018 BUYOUT SUMMARY }---			
(Loan #9) <b>Phase 3 I-R</b> <b>May 2007</b> <b>\$310,382</b>	Future Interest	Future Principal	Future Payment
	\$114,971	\$213,501	\$328,472
	<b>Payoff Premium</b>	<b>\$25,312</b>	<b>6.763%</b>
[Loan Origination]	<b>\$89,658</b>	<b>\$238,814</b>	<b>37.543%</b>
[Date & Amount]	<b>Realized</b>	<b>Payment</b>	<b>Return On</b>
	<b>Savings</b>	<b>Required</b>	<b>Investment</b>

FY'16 Funding Applied For Buyout			
---{ SEPTEMBER 2016 BUYOUT SUMMARY }---			
(Loan #6) <b>Phase 2 I-R</b> <b>Jun 2006</b> <b>\$221,052</b>	Future Interest	Future Principal	Future Payment
	\$97,004	\$161,208	\$258,212
	<b>Payoff Premium</b>	<b>\$19,585</b>	<b>6.730%</b>
[Loan Origination]	<b>\$77,419</b>	<b>\$180,792</b>	<b>42.822%</b>
[Date & Amount]	<b>Realized</b>	<b>Payment</b>	<b>Return On</b>
	<b>Savings</b>	<b>Required</b>	<b>Investment</b>

FY'16 Funding Applied For Buyout			
---{ SEPTEMBER 2016 BUYOUT SUMMARY }---			
(Loan #7) <b>Ashley 1</b> <b>Jul 2006</b> <b>\$220,612</b>	Future Interest	Future Principal	Future Payment
	\$98,226	\$161,675	\$259,900
	<b>Payoff Premium</b>	<b>\$19,694</b>	<b>6.730%</b>
[Loan Origination]	<b>\$78,532</b>	<b>\$181,369</b>	<b>43.300%</b>
[Date & Amount]	<b>Realized</b>	<b>Payment</b>	<b>Return On</b>
	<b>Savings</b>	<b>Required</b>	<b>Investment</b>

FY'17 Funding Required For Buyout			
---{ JUNE 2017 BUYOUT SUMMARY }---			
(Loan #10) <b>Drake 2</b> <b>Apr 2008</b> <b>\$271,720</b>	Future Interest	Future Principal	Future Payment
	\$142,526	\$210,138	\$352,664
	<b>Payoff Premium</b>	<b>\$27,447</b>	<b>7.014%</b>
[Loan Origination]	<b>\$115,078</b>	<b>\$237,585</b>	<b>48.437%</b>
[Date & Amount]	<b>Realized</b>	<b>Payment</b>	<b>Return On</b>
	<b>Savings</b>	<b>Required</b>	<b>Investment</b>

FY'17 Funding Required For Buyout			
<b>All Loans Are On-Call Payable</b>			
(Loans 3,5,10) a/o 07/01/2017	\$325,807	[ Total for #3, #5, & #10 ]	
<b>Real Savings</b>	\$138,945	[ Total for #3, #5, & #10 ]	
<b>Effective ROI</b>	42.646%	[ Composite for 3 ]	

FY'16 Funding Applied For Buyout			
<b>All Loans Are On-Call Payable</b>			
(Loans 6&7) a/o 09/01/2016	\$362,161	[ Total for #6 & #7 ]	
<b>Real Savings</b>	\$155,951	[ Total for #6 & #7 ]	
<b>Effective ROI</b>	43.061%	[ Composite for 2 ]	

FY'18 Funding Required For Buyout			
<b>All Loans Are On-Call Payable</b>			
(Loans 8&9) a/o 07/01/2018	\$464,921	[ Total for #8 & #9 ]	
<b>Real Savings</b>	\$172,418	[ Total for #8 & #9 ]	
<b>Effective ROI</b>	37.085%	[ Composite for 2 ]	

## July 2018 Payment

The data presented here is derived from baseline streetlight loan information.

# CDD Buyout Options For Streetlight Loans Contracted With OUC

\* \* Loan Payoff Premium Calculated Using A Modified Discount Rate of ~7% of Future Payments \* \*

FY'19 Funding Required For Buyout			
---{ JULY 2019 BUYOUT SUMMARY }---			
(Loan #2) <b>Phase 1A</b> <b>Jun 2003</b> <b>\$33,673</b> [Loan Origination] [ Date & Amount ]	Future Interest	Future Principal	Future Payment
	\$2,891	\$12,909	\$15,800
	<b>Payoff Premium</b>	<b>\$1,392</b>	<b>6.680%</b>
	<b>\$1,500</b>	<b>\$14,301</b>	<b>10.488%</b>
	<b>Realized Savings</b>	<b>Payment Required</b>	<b>Return On Investment</b>

FY'17 Funding Required For Buyout			
---{ JULY 2017 BUYOUT SUMMARY }---			
(Loan #3) <b>Town Center</b> <b>Jul 2003</b> <b>\$65,889</b> [Loan Origination] [ Date & Amount ]	Future Interest	Future Principal	Future Payment
	\$12,333	\$35,030	\$47,363
	<b>Payoff Premium</b>	<b>\$3,822</b>	<b>6.680%</b>
	<b>\$8,512</b>	<b>\$38,851</b>	<b>21.908%</b>
	<b>Realized Savings</b>	<b>Payment Required</b>	<b>Return On Investment</b>

FY'19 Funding Required For Buyout			
---{ JULY 2019 BUYOUT SUMMARY }---			
(Loan #8) <b>Green</b> <b>Mar 2007</b> <b>\$297,469</b> [Loan Origination] [ Date & Amount ]	Future Interest	Future Principal	Future Payment
	\$86,094	\$187,134	\$273,228
	<b>Payoff Premium</b>	<b>\$21,447</b>	<b>6.763%</b>
	<b>\$64,647</b>	<b>\$208,581</b>	<b>30.994%</b>
	<b>Realized Savings</b>	<b>Payment Required</b>	<b>Return On Investment</b>

FY'19 Funding Required For Buyout			
---{ JULY 2019 BUYOUT SUMMARY }---			
(Loan #4) <b>Cypress 2</b> <b>Feb 2005</b> <b>\$215,819</b> [Loan Origination] [ Date & Amount ]	Future Interest	Future Principal	Future Payment
	\$35,480	\$108,885	\$144,364
	<b>Payoff Premium</b>	<b>\$11,827</b>	<b>6.700%</b>
	<b>\$23,653</b>	<b>\$120,712</b>	<b>19.594%</b>
	<b>Realized Savings</b>	<b>Payment Required</b>	<b>Return On Investment</b>

FY'17 Funding Required For Buyout			
---{ JULY 2017 BUYOUT SUMMARY }---			
(Loan #5) <b>Drake 1</b> <b>Mar 2005</b> <b>\$70,468</b> [Loan Origination] [ Date & Amount ]	Future Interest	Future Principal	Future Payment
	\$20,395	\$44,330	\$64,726
	<b>Payoff Premium</b>	<b>\$5,040</b>	<b>6.700%</b>
	<b>\$15,355</b>	<b>\$49,371</b>	<b>31.101%</b>
	<b>Realized Savings</b>	<b>Payment Required</b>	<b>Return On Investment</b>

FY'19 Funding Required For Buyout			
---{ JULY 2019 BUYOUT SUMMARY }---			
(Loan #9) <b>Phase 3 I-R</b> <b>May 2007</b> <b>\$310,382</b> [Loan Origination] [ Date & Amount ]	Future Interest	Future Principal	Future Payment
	\$93,285	\$198,002	\$291,286
	<b>Payoff Premium</b>	<b>\$22,798</b>	<b>6.763%</b>
	<b>\$70,487</b>	<b>\$220,799</b>	<b>31.924%</b>
	<b>Realized Savings</b>	<b>Payment Required</b>	<b>Return On Investment</b>

FY'16 Funding Applied For Buyout			
---{ SEPTEMBER 2016 BUYOUT SUMMARY }---			
(Loan #6) <b>Phase 2 I-R</b> <b>Jun 2006</b> <b>\$221,052</b> [Loan Origination] [ Date & Amount ]	Future Interest	Future Principal	Future Payment
	\$97,004	\$161,208	\$258,212
	<b>Payoff Premium</b>	<b>\$19,585</b>	<b>6.730%</b>
	<b>\$77,419</b>	<b>\$180,792</b>	<b>42.822%</b>
	<b>Realized Savings</b>	<b>Payment Required</b>	<b>Return On Investment</b>

FY'16 Funding Applied For Buyout			
---{ SEPTEMBER 2016 BUYOUT SUMMARY }---			
(Loan #7) <b>Ashley 1</b> <b>Jul 2006</b> <b>\$220,612</b> [Loan Origination] [ Date & Amount ]	Future Interest	Future Principal	Future Payment
	\$98,226	\$161,675	\$259,900
	<b>Payoff Premium</b>	<b>\$19,694</b>	<b>6.730%</b>
	<b>\$78,532</b>	<b>\$181,369</b>	<b>43.300%</b>
	<b>Realized Savings</b>	<b>Payment Required</b>	<b>Return On Investment</b>

FY'17 Funding Required For Buyout			
---{ JUNE 2017 BUYOUT SUMMARY }---			
(Loan #10) <b>Drake 2</b> <b>Apr 2008</b> <b>\$271,720</b> [Loan Origination] [ Date & Amount ]	Future Interest	Future Principal	Future Payment
	\$142,526	\$210,138	\$352,664
	<b>Payoff Premium</b>	<b>\$27,447</b>	<b>7.014%</b>
	<b>\$115,078</b>	<b>\$237,585</b>	<b>48.437%</b>
	<b>Realized Savings</b>	<b>Payment Required</b>	<b>Return On Investment</b>

FY'17 Funding Required For Buyout			
<b>All Loans Are On-Call Payable</b>			
(Loans 3,5,10) a/o 07/01/2017	\$325,807	[ Total for #3, #5, & #10 ]	
<b>Real Savings</b>	\$138,945	[ Total for #3, #5, & #10 ]	
<b>Effective ROI</b>	42.646%	[ Composite for 3 ]	

FY'16 Funding Applied For Buyout			
<b>All Loans Are On-Call Payable</b>			
(Loans 6&7) a/o 09/01/2016	\$362,161	[ Total for #6 & #7 ]	
<b>Real Savings</b>	\$155,951	[ Total for #6 & #7 ]	
<b>Effective ROI</b>	43.061%	[ Composite for 2 ]	

FY'19 Funding Required For Buyout			
<b>All Loans Are On-Call Payable</b>			
(Loans 8&9) a/o 07/01/2019	\$429,380	[ Total for #8 & #9 ]	
<b>Real Savings</b>	\$135,134	[ Total for #8 & #9 ]	
<b>Effective ROI</b>	31.472%	[ Composite for 2 ]	

## July 2019 Payment

The data presented here is derived from baseline streetlight loan information.