

**HARMONY
COMMUNITY DEVELOPMENT DISTRICT**

**MARCH 31, 2022
AGENDA PACKAGE**

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

The CDC COVID-19 Guidelines recommend that all people wear face masks while in enclosed public places.

Social distancing measures will be enforced, and masks are required to attend the Harmony CDD meetings until otherwise advised.

Remote participation options will continue to be provided for telephonic public attendance via:

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

Call-in: 929-205-6099 Meeting ID: 4276669233#

Access Code: 4276669233 ("Harmony CDD")



210 N. UNIVERSITY DRIVE, SUITE 702
CORAL SPRINGS, FLORIDA 33071

Teresa Kramer..... Chair
 Daniel Leet..... Vice Chair
 Steve Berube Assistant Secretary
 Kerul Kassel..... Assistant Secretary
 Mike Scarborough..... Assistant Secretary



Angel Montagna... District Manager
 Timothy Qualls..... District Counsel
 David Hamstra..... District Engineer
 Brett Perez..... Field Director

Meeting Order of Business

Thursday, March 31, 2022 @ 6:00 pm

3285 Songbird Circle,

St. Cloud Florida 34773

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

Meeting ID: 427 666 9233

1. **Call to Order and Roll Call**
2. **Audience Comments** *(Limited to a Maximum of 3 Minutes)*
3. **Contractors' Reports**
 - A. **Servello**
4. **Consent Agenda**
 - A. **Approval of February 24, 2022 Meeting Minutes**
 - B. **Financial Statements for February 28, 2022**
 - C. **Approval of #263 Invoices and Check Register**
(Invoices Available Upon Request)
5. **Staff Reports**
 - A. District Engineer's Report
 - i. **Proposals for Garden Road Improvements – USC**
(Engineer will bring to meeting)
 - B. District Counsel Report
 - C. Field Manager's Report
 - i. Field Report
 - ii. Proposals for Control of Invasives in Conservation Areas
 - iii. Sidewalk Inspection
 - iv. Proposals for Sidewalk Maintenance
6. **District Manager**
 - A. District Manager Report
 - B. **Utility Spreadsheet – USC**
(Bringing copies to the meeting)
 - C. OUC Contract for Streetlights
7. **New Business**
 - A. Consideration of Resolution 2022-03, General Election Qualifying Period
 - B. Consideration of Resolution 2022-04, Designating Treasurer and Assistant Treasurer
 - C. Buck Lake Committee Report
 - D. **B-1/U-2 Discussion on Possible Uses**
 - E. **Discussion of Costs to Develop RV/Storage Lot-Road (\$150K) Fencing(\$130K)**
 - F. **Discussion of Adopting a Resolution for Florida Gopher Tortoise Day April 10th**
8. **Old Business**
 - A. **Parcels Not Assessed CDD Fees for Debt Service or O&M**
 - i. 30-26-32-3117-0001-0IJ5- Cat Lake Access Parcel
 - ii. 30-26-32-2989-0001-0GA0- Parcel Across the School
 - B. **Reserve Study**
9. **Supervisors' Requests**
10. **Adjournment**

Fourth Order of Business

4A.

{ Minutes }

Markup Review Version

Delivered Under [Separate Cover](#)

4B

TO: Board of Supervisors, Harmony CDD
FROM: Samantha Smith, Accountant
CC: Angel Montagna, District Manager
DATE: March 21, 2022
SUBJECT: February 2022 Financials

Please find the attached February 2022 financial report. During your review, please keep in mind that the goal is for revenue to meet or exceed the annual budget and for expenditures to be at or below the annual budget. To assist with your review, an overview is provided below. Should you have any questions or require additional information, please contact me at Samantha.Smith@Inframark.com.

General Fund

- Total Revenue through February is approximately 77% of the annual budget.
 - Non Ad Valorem Assessment collections are at 77%.
 - Sale of Surplus Equipment - Includes sale of old cell phones (\$2,171).
 - Other Miscellaneous Revenues - Includes sales tax collection allowance, and payment for Ashley Park damage.
 - Garden Lot - Includes lease payments for garden lot.
- Total Expenditures through February are at 45% of the annual budget.
 - ▶ Administrative
 - P/R-Board of Supervisors - Includes payroll for meetings through January.
 - ProfServ-Engineering - Pegasus Engineering services thru Dec 2021 and Aug 2021 services, paid in Jan 2022.
 - ProfServ-Legal Services - Young Qualls, PA general counsel.
 - ProfServ-Management Consulting - Contract with Inframark.
 - ProfServ-Recording Secretary - Inframark provides near verbatim minutes.
 - ProfServ-Special Assessment - Assessment roll services.
 - Postage and Freight - FedEx services, postage reimbursements to Inframark and survey mailing.
 - Insurance-General Liability - Egis Insurance Advisors provides auto, general liability, inland marine and property insurance.
 - Printing and Binding - Printing/copy charges (Overcharge was credited on February invoice).
 - Misc.-Contingency - Includes Inframark management services and ancillary costs.
 - ▶ Field
 - ProfServ-Field Management - Contract with Inframark.
 - Trailer Rental - Includes monthly rental of 1 container and 1 office trailer.
 - ▶ Landscaping Services
 - Contracts-Mulch - Contract with Servello Services.
 - Contracts-Irrigation - Contract with Servello Services.
 - Contracts-Landscape - Contract with Servello Services.
 - Contracts-Shrub/Ground Cover - Contract with Servello Services.
 - R&M Irrigation - Includes various irrigation supplies and repairs by Servello Services.
 - R&M-Trees and Trimming - Includes Oct 2021 tree trimming project by Servello & Sons.
 - Miscellaneous Services - Includes Oct 2021 and Feb 2022 landscape maintenance by Servello & Sons.
 - ▶ Utilities
 - Electricity-General - Services provided by OUC.
 - Electricity-Streetlighting - Services provided by OUC.
 - Utility-Water & Sewer - Services provided by TOHO.
 - ▶ Operation & Maintenance
 - Utility-Refuse Removal - Services provided by Waste Connections of FL.
 - R&M-Ponds - Includes Dec purchase of chemicals from Nutrien Ag Solutions and Feb Buck Lake cost share agreement.
 - R&M-Pools - Includes control leases for Ashley Park and splash pad, permits, chemicals. Also includes pool resurfacing by Spies Pool.
 - R&M-Sidewalks - Includes Oct 2021 crosswalks & curbs installation by K & D Concrete and Feb 2022 pressure washer hose purchase.
 - R&M-Equipment Boats - Includes purchase of boating supplies and annual service by Advanced Marine.
 - R&M-Parks & Facilities - Various supplies and repairs, including bench pads at dog park, repairing sinking pavers, and park signage.
 - R&M-Garden Lot - Includes garden yard signs and tree trimming.
 - Misc.-Security Enhancements - Includes internet service and ancillary costs. Also includes programmed ID cards, purchased Oct 2021.
 - Reserve-Renewal & Replacement - Includes replacement of decking and railing, repair of erosion, installation of geogrid, new dog park fence and gate, reserve study, tow boat repairs, and storm pipe cleaning & CCTV.
 - ▶ Debt Service
 - Principal Debt Retirement - Principal portion of VC10 debt service assessment to be transferred from the general fund to the series 2015 debt service fund in Feb 2022.
 - Interest Expense - Interest portion of VC10 debt service assessment to be transferred from the general fund to the series 2015 debt service fund in Feb 2022.
- In FY 2019, the general fund loaned the series 2015 debt service fund \$53,231.95 to cover a shortfall. This loan has been repaid.
- In FY 2020, the general fund loaned the series 2015 debt service fund \$4,658.20 to cover a shortfall in October and \$71,193.25 to cover a shortfall in April. These loans have been repaid.

HARMONY

Community Development District

Financial Report

February 28, 2022

Prepared by



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HARMONY

Community Development District

Financial Statements

(Unaudited)

February 28, 2022

HARMONY

Community Development District

Governmental Funds**Balance Sheet**
February 28, 2022

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2014 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
ASSETS				
Cash - Checking Account	\$ 451,456	\$ -	\$ -	\$ 451,456
Accounts Receivable	35	-	-	35
Investments:				
Money Market Account	1,740,486	-	-	1,740,486
Prepayment Account	-	22,434	270,299	292,733
Reserve Fund	-	607,313	340,000	947,313
Revenue Fund	-	1,263,169	743,303	2,006,472
TOTAL ASSETS	\$ 2,191,977	\$ 1,892,916	\$ 1,353,602	\$ 5,438,495
LIABILITIES				
Accounts Payable	\$ 109,043	\$ -	\$ -	\$ 109,043
Accrued Expenses	34,285	-	-	34,285
Accrued Taxes Payable	3	-	-	3
TOTAL LIABILITIES	143,331	-	-	143,331
FUND BALANCES				
Restricted for:				
Debt Service	-	1,892,916	1,353,602	3,246,518
Assigned to:				
Operating Reserves	401,042	-	-	401,042
Reserves-Renewal & Replacement	23,270	-	-	23,270
Reserves - Sidewalks & Alleyways	251,484	-	-	251,484
Reserves-Uninsured Repairs	50,000	-	-	50,000
Unassigned:	1,322,850	-	-	1,322,850
TOTAL FUND BALANCES	\$ 2,048,646	\$ 1,892,916	\$ 1,353,602	\$ 5,295,164
TOTAL LIABILITIES & FUND BALANCES	\$ 2,191,977	\$ 1,892,916	\$ 1,353,602	\$ 5,438,495

HARMONY

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 2,814	\$ 1,175	\$ 830	\$ (345)
Interest - Tax Collector	-	-	5	5
Special Assmnts- Tax Collector	1,876,213	1,688,591	1,431,628	(256,963)
Special Assessments-Tax Collector-VC1	(22,435)	(20,191)	-	20,191
Special Assmnts- Discounts	(75,048)	(67,543)	(55,943)	11,600
Sale of Surplus Equipment	-	-	2,171	2,171
Other Miscellaneous Revenues	-	-	162	162
Access Cards	1,200	500	230	(270)
Facility Revenue	600	250	-	(250)
User Facility Revenue	15,000	6,250	12,058	5,808
Garden Lot	-	-	1,210	1,210
TOTAL REVENUES	1,798,344	1,609,032	1,392,351	(216,681)
EXPENDITURES				
Administration				
P/R-Board of Supervisors	14,000	5,835	4,000	1,835
FICA Taxes	1,071	445	306	139
ProfServ-Arbitrage Rebate	1,200	-	-	-
ProfServ-Dissemination Agent	1,500	1,500	1,500	-
ProfServ-Engineering	20,000	8,335	39,288	(30,953)
ProfServ-Legal Services	65,000	27,085	16,000	11,085
ProfServ-Mgmt Consulting	69,250	28,855	28,816	39
ProfServ-Property Appraiser	392	392	-	392
ProfServ-Recording Secretary	3,300	1,375	1,375	-
ProfServ-Special Assessment	8,822	8,822	8,822	-
ProfServ-Trustee Fees	10,160	-	-	-
Auditing Services	4,400	-	-	-
Postage and Freight	1,000	415	97	318
Rental - Meeting Room	2,750	1,145	-	1,145
Insurance - General Liability	27,762	27,762	18,281	9,481
Printing and Binding	500	210	(299)	509
Legal Advertising	1,000	415	71	344
Misc-Records Storage	1,500	625	-	625
Misc-Assessment Collection Cost	37,524	33,771	27,514	6,257
Misc-Contingency	5,000	2,085	1,254	831
Annual District Filing Fee	175	175	175	-
Total Administration	276,306	149,247	147,200	2,047
Field				
ProfServ-Field Management	338,872	141,195	141,197	(2)
Trailer Rental	6,960	2,900	2,900	-
Total Field	345,832	144,095	144,097	(2)

HARMONY

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Landscape Services</u>				
Contracts-Mulch	62,220	25,925	25,595	330
Contracts-Irrigation	26,400	11,000	11,165	(165)
Contracts - Landscape	272,300	113,460	112,601	859
Cntrs-Shrub/Grnd Cover Annual Svc	161,110	67,130	66,480	650
R&M-Irrigation	15,000	6,250	13,601	(7,351)
R&M-Trees and Trimming	40,000	16,665	15,280	1,385
Miscellaneous Services	35,000	14,585	4,495	10,090
Total Landscape Services	612,030	255,015	249,217	5,798
<u>Utilities</u>				
Electricity - General	37,000	15,415	13,889	1,526
Electricity - Streetlights	110,000	45,835	43,110	2,725
Utility - Water & Sewer	180,000	75,000	66,935	8,065
Total Utilities	327,000	136,250	123,934	12,316
<u>Operation & Maintenance</u>				
Utility - Refuse Removal	3,000	1,250	1,167	83
R&M-Ponds	3,500	1,460	2,589	(1,129)
R&M-Pools	32,000	13,335	15,546	(2,211)
R&M-Roads & Alleyways	2,000	835	-	835
R&M-Sidewalks	15,000	6,250	9,102	(2,852)
R&M-Vehicles	15,000	6,250	3,077	3,173
R&M-User Supported Facility	20,000	8,335	1,598	6,737
R&M-Equipment Boats	6,000	2,500	2,473	27
R&M-Parks & Facilities	25,000	10,415	10,450	(35)
R&M-Garden Lot	-	-	883	(883)
Miscellaneous Services	1,100	460	-	460
Misc-Contingency	8,000	3,335	878	2,457
Security Enhancements	5,700	2,375	2,414	(39)
Op Supplies - Fuel, Oil	4,000	1,665	1,049	616
Cap Outlay - Vehicles	30,000	30,000	-	30,000
Reserve - Renewal&Replacement	23,040	23,040	81,903	(58,863)
Reserve - Sidewalks & Alleyways	43,500	43,500	-	43,500
Total Operation & Maintenance	236,840	155,005	133,129	21,876
<u>Debt Service</u>				
Principal Debt Retirement	12,868	-	12,868	(12,868)
Interest Expense	13,732	-	13,732	(13,732)
Total Debt Service	26,600	-	26,600	(26,600)
TOTAL EXPENDITURES	1,824,608	839,612	824,177	15,435

HARMONY

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Excess (deficiency) of revenues				
Over (under) expenditures	(26,264)	769,420	568,174	(201,246)
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(26,264)	-	-	-
TOTAL FINANCING SOURCES (USES)	(26,264)	-	-	-
Net change in fund balance	\$ (26,264)	\$ 769,420	\$ 568,174	\$ (201,246)
FUND BALANCE, BEGINNING (OCT 1, 2021)	1,480,475	1,480,475	1,480,475	
FUND BALANCE, ENDING	\$ 1,454,211	\$ 2,249,895	\$ 2,048,649	

HARMONY

Community Development District

Series 2014 Debt Service Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 62	\$ 25	\$ 26	\$ 1
Special Assmnts- Tax Collector	1,230,013	1,107,013	948,678	(158,335)
Special Assmnts- Prepayment	-	-	22,434	22,434
Special Assmnts- Discounts	(49,201)	(44,281)	(37,071)	7,210
TOTAL REVENUES	1,180,874	1,062,757	934,067	(128,690)
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	24,600	22,140	18,232	3,908
Total Administration	24,600	22,140	18,232	3,908
<u>Debt Service</u>				
Principal Debt Retirement	670,000	-	-	-
Principal Prepayments	-	-	15,000	(15,000)
Interest Expense	497,313	248,657	248,656	1
Total Debt Service	1,167,313	248,657	263,656	(14,999)
TOTAL EXPENDITURES	1,191,913	270,797	281,888	(11,091)
Excess (deficiency) of revenues Over (under) expenditures	(11,039)	791,960	652,179	(139,781)
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(11,039)	-	-	-
TOTAL FINANCING SOURCES (USES)	(11,039)	-	-	-
Net change in fund balance	\$ (11,039)	\$ 791,960	\$ 652,179	\$ (139,781)
FUND BALANCE, BEGINNING (OCT 1, 2021)	1,240,737	1,240,737	1,240,737	
FUND BALANCE, ENDING	\$ 1,229,698	\$ 2,032,697	\$ 1,892,916	

HARMONY

Community Development District

Series 2015 Debt Service Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 43	\$ 15	\$ 15	\$ -
Special Assmnts- Tax Collector	856,710	771,040	650,229	(120,811)
Special Assmnts- Other	26,600	23,940	26,600	2,660
Special Assmnts- Prepayment	-	-	267,455	267,455
Special Assmnts- Discounts	(34,269)	(30,841)	(25,409)	5,432
TOTAL REVENUES	849,084	764,154	918,890	154,736
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	17,134	15,421	12,496	2,925
Total Administration	17,134	15,421	12,496	2,925
<u>Debt Service</u>				
Principal Debt Retirement	390,000	-	-	-
Principal Prepayments	-	-	160,000	(160,000)
Interest Expense	430,606	215,303	215,303	-
Total Debt Service	820,606	215,303	375,303	(160,000)
TOTAL EXPENDITURES	837,740	230,724	387,799	(157,075)
Excess (deficiency) of revenues Over (under) expenditures	11,344	533,430	531,091	(2,339)
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	11,344	-	-	-
TOTAL FINANCING SOURCES (USES)	11,344	-	-	-
Net change in fund balance	\$ 11,344	\$ 533,430	\$ 531,091	\$ (2,339)
FUND BALANCE, BEGINNING (OCT 1, 2021)	822,511	822,511	822,511	
FUND BALANCE, ENDING	\$ 833,855	\$ 1,355,941	\$ 1,353,602	

HARMONY

Community Development District

Supporting Schedules

February 28, 2022

HARMONY

Community Development District

Non-Ad Valorem Special Assessments
Osceola County Tax Collector - Monthly Collection Report
For the Fiscal Year Ending September 30, 2022

					Allocation by Fund		
Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	General Fund	Series 2014 Debt Service Fund	Series 2015 Debt Service Fund
ASSESSMENTS LEVIED FY 2022				\$ 3,924,167	\$ 1,853,780	\$ 1,228,420	\$ 841,966
Allocation %				100%	47.24%	31.30%	21.46%
11/22/21	\$ 288,449	\$ 12,264	\$ 5,887	\$ 306,599	\$ 144,838	\$ 95,978	\$ 65,784
11/26/21	\$ 13,417	\$ 726	\$ 274	\$ 14,417	\$ 6,811	\$ 4,513	\$ 3,093
12/08/21	\$ 1,953,498	\$ 83,057	\$ 39,867	\$ 2,076,422	\$ 980,904	\$ 650,003	\$ 445,516
12/09/21	\$ 1,872	\$ 4	\$ 38	\$ 1,914	\$ 904	\$ 599	\$ 411
12/22/21	\$ 417,110	\$ 17,654	\$ 8,512	\$ 443,277	\$ 209,405	\$ 138,763	\$ 95,109
01/10/22	\$ 57,709	\$ 1,821	\$ 1,178	\$ 60,708	\$ 28,678	\$ 19,004	\$ 13,025
01/10/22	\$ 6,160	\$ 194	\$ 126	\$ 6,480	\$ 3,061	\$ 2,028	\$ 1,390
02/08/22	\$ 365	\$ 12	\$ 7	\$ 383	\$ 181	\$ 120	\$ 82
02/09/22	\$ 115,291	\$ 2,691	\$ 2,353	\$ 120,335	\$ 56,846	\$ 37,670	\$ 25,819
TOTAL	\$ 2,853,871	\$ 118,422	\$ 58,242	\$ 3,030,535	\$ 1,431,628	\$ 948,678	\$ 650,229

Collected in %

77%

TOTAL OUTSTANDING	\$ 893,632	\$ 422,152	\$ 279,742	\$ 191,737
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Note (1): Variance due to prepayments being received during budget process.

HARMONY

Community Development District

Cash and Investment Report*February 28, 2022***General Fund**

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account- Operating	Bank United	Checking Account	n/a	0.00%	\$451,456
Money Market Account	BankUnited	Money Market Account	n/a	0.15%	\$1,740,486
Subtotal					<u>\$2,191,942</u>

Debt Service and Capital Projects Funds

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2014 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$22,434
Series 2014 Reserve Fund	US Bank	US Bank Governmental Obligation Fund	n/a	0.005%	\$607,313
Series 2014 Revenue Fund	US Bank	US Bank Governmental Obligation Fund	n/a	0.005%	\$1,263,169
Series 2015 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$270,299
Series 2015 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$340,000
Series 2015 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$743,303
Subtotal					<u>\$3,246,518</u>
Total					<u><u>\$5,438,460</u></u>

4C

Harmony

Community Development District

General Fund

Invoice Approval Report # 263

March 22, 2022

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
BRIGHT HOUSE NETWORKS - ACH	028483401020722 ACH	R	\$ 123.98
		Vendor Total	\$ 123.98
FAST SIGNS	2060-17965	R	\$ 97.00
		Vendor Total	\$ 97.00
HARMONY CDD C/O U.S. BANK	021622-9	R	\$ 24,814.97
	021622-8	R	\$ 36,204.78
	031022-5	R	\$ 8,213.73
	031022-4	R	\$ 11,983.75
		Vendor Total	\$ 81,217.23
INFRAMARK, LLC	74155	A	\$ 36,222.24
	75013	A	\$ 38,068.06
		Vendor Total	\$ 74,290.30
MARYLIN ASH-MOWER	030122	R	\$ 224.68
		Vendor Total	\$ 224.68
ORLANDO UTILITIES COMMISSION-ACH	020822-9921 ACH	R	\$ 12,051.33
		Vendor Total	\$ 12,051.33
PINEY BRANCH MOTORS INC - ACH	RI1133184 EFT	R	\$ 490.00
dba ALLIED TRAILERS	RI1133185 EFT	R	\$ 90.00
		Vendor Total	\$ 580.00
POOLSURE	101295627716	R	\$ 446.00
		Vendor Total	\$ 446.00
SERVELLO & SONS INC	21366	R	\$ 545.59
	21365	R	\$ 546.09
	21393	R	\$ 701.46
	21394	R	\$ 549.93
	21415	R	\$ 938.50
		Vendor Total	\$ 3,281.57
SPIES POOL LLC	377923	R	\$ 69,194.00
		Vendor Total	\$ 69,194.00
TOHO WATER AUTHORITY - ACH	021722 ACH	R	\$ 21,475.91
		Vendor Total	\$ 21,475.91

Harmony

Community Development District

General Fund

Invoice Approval Report # 263**March 22, 2022**

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
TOM PARRISH PLUMBING LLC	38	R	\$ 850.00
		Vendor Total	<u>\$ 850.00</u>
TRACY WEAVER	111921	R	\$ 587.94
		Vendor Total	<u>\$ 587.94</u>
WASTE CONNECTIONS OF FL.	1376729W460	R	\$ 240.00
		Vendor Total	<u>\$ 240.00</u>
YOUNG QUALLS, P.A.	16444	A	\$ 4,000.00
		Vendor Total	<u>\$ 4,000.00</u>

Total Invoices \$ 268,659.94

Fifth Order of Business


5A



COPY

PROJECT MEMORANDUM

To: Harmony Community Development District Board of Supervisors

From: David Hamstra, P.E., CFM 
District Engineer

Date: March 14, 2022

Re: Harmony Community Development District

Subject: District Engineer Report #9

The purpose of this project memorandum is to briefly describe current and upcoming assignments.

Garden Road

On Thursday, February 17, 2022, Pegasus Engineering (David Hamstra and Greg Teague) provided the bid documents and construction plans to the following contractors (refer to Attachment "A"):

- All Terrain Tractor Service
- Carr & Collier
- Gregori Construction
- Junior Davis
- Thadcon

The deadline for bidder questions is Thursday, March 17, 2022 and the deadline for bid submittal is Thursday, March 24, 2022 at 10:00 am. Pegasus Engineering shall review the bids and provide a recommendation during the CDD meeting on March 31, 2022.

The Estates

Pegasus Engineering (David Hamstra) shall follow-up with Atlantic Pipe Services (APS) (Brandon Duncan) to complete the removal of sediments and perform a close-circuit television (CCTV) inspection of Inlet 12 and the downstream storm pipe. Pegasus Engineering (David Hamstra) shall also coordinate with APS to perform a final cleaning of the twelve (12) ditch bottom inlets.

Upon receipt of the remaining work products, Pegasus Engineering will review the CCTV inspection videos and reports and discuss the findings and recommendations during the CDD meeting on April 28, 2022.

On Thursday, March 10, 2022, Pegasus Engineering (David Hamstra) conducted a site inspection with Inframark (Brett Perez) to investigate the reported localized flooding within the CDD areas, as well as the rights-of-way (refer to Attachment "B" for photographs). Pegasus Engineering (David Hamstra) shall undertake the following tasks to address the localized flooding issues:

- Coordinate with the Osceola County Road and Bridge Division to respectfully request them to clean-out the storm pipes within the Oak Glen Trail right-of-way;
- Report the pavement subsidence adjacent to the drainage inlet at 7147 Oak Glen Trail to the County and determine if the storm pipe is in need of repairs; and
- Evaluate improvements to address the standing water behind 7136 Oak Glen Trail.

Neighborhoods C-1 and C-2 Milling and Resurfacing Alleyways

On Sunday, March 13, 2022, Pegasus Engineering (David Hamstra and Greg Teague) submitted the following information to the Chairman (Teresa Kramer) and District Counsel (Tim Qualls) for review and comment prior to proceeding the a bid advertisement (refer to Attachment "C"):

- 100% construction plans
- Bid documents
- Engineer's Construction Cost Estimate
- Legal ad for Invitation to Bid

In the meantime, Pegasus Engineering (Greg Teague) will confirm if approval from the County is required to resurface the alleyway intersections within any of the County's right-of-way.

Reserve Study

Pegasus Engineering (David Hamstra) and Inframark (Angel Montagna) shall coordinate with Florida Reserve Study and Appraisals (Steve Swartz) to ensure that the future capital costs are representative of current construction costs.

RV and Boat Storage Area

On Sunday March 13, 2022, Pegasus Engineering (David Hamstra and Greg Teague) submitted the following documents to Supervisor Berube for review and comment before the Site Development Plan (SDP) was submitted to Osceola County (refer to Attachment "D"):

- Agent Authorization Form
- SDP Application
- 90% Construction Plans
- Engineer's Construction Cost Estimate

Landscape Maintenance Areas

On Thursday, March 10, 2022, Pegasus Engineering (David Hamstra) and Inframark (Brett Perez) conducted a site inspection of the CDD open space areas in order to develop a landscape maintenance areas exhibit. On Friday, March 11, 2022, Pegasus Engineering prepared and submitted the preliminary landscape maintenance areas exhibit to Inframark (Brett Perez) for review.

Sidewalk Maintenance Program

Pegasus Engineering (David Hamstra) shall coordinate with the Chairman (Teresa Kramer) and Inframark (Brett Perez) to update the sidewalk maps.

Wetland Conservation Areas

On Thursday, March 10, 2022, Bowman and Blair Ecology and Design, Inc. (Catherine Bowman) finalized and submitted the revised Wetland Monitoring Protocol to the South Florida Water Management District (SFWMD) (refer to Attachment "E").

Cherry Hill Rear Yard Swale Repairs

On Thursday, February 24, 2022, the CDD Board of Supervisors instructed Inframark to undertake the swale regrading based on the construction plans prepared by Pegasus Engineering. Pegasus Engineering (David Hamstra) shall coordinate with Inframark (Brett Perez and Vincent Morrell) prior to and during the swale regrading.

Billy's Trail

Upon completion of the homes along Billy's Trail and removal of the sediments, Pegasus Engineering shall utilize the survey drawing to depict recommended drainage and grading improvements to connect the new alignment to the existing Billy's Trail alignment.

Stormwater Management System

Prior to the start of the typical wet season (June 2022), Pegasus Engineering (David Hamstra) shall conduct a site inspection of each control structure to confirm if maintenance is required to ensure proper conveyance of the discharge during a significant storm event.

Dog Park

Pegasus Engineering (Beth Whitehart) shall coordinate with Inframark (Brett Perez) to prepare construction plans and secure a contractor to coordinate with the Toho Water Authority to approve the installation and inspection of the water service line to the Dog Park.

House Bill No. 53 (Public Works Bill)

The State of Florida passed a new House Bill (House Bill No. 53) on July 1, 2021, requiring Counties, Cities, and Special Districts to create a 20-year Needs Analysis and submit by June 30, 2022. Pegasus Engineering (David Hamstra and Leylah Saavedra) shall conduct research and present the requirements at a future CDD meeting. In addition, Pegasus Engineering shall prepare a scope of work and fee estimate to provide the required information and mapping to the County prior to the June 30, 2022, deadline. On Thursday, March 17, 2022, Pegasus Engineering (David Hamstra and Leylah Saavedra) will meet with Inframark (Angel Montagna) to discuss the required data to complete a 20-year needs analysis.

END OF MEMO

cc: Angel Montagna, Inframark Services
Brett Perez, Inframark Services
Tim Qualls, Young Qualls, P.A.
Greg Teague, Pegasus Engineering
Pegasus Project File MSC-22055

Attachment “A”

Garden Road

David Hamstra

From: David Hamstra
Sent: Thursday, February 17, 2022 11:28 AM
To: David Hamstra
Subject: Garden Road Improvements | Harmony CDD
Attachments: Attachments

Importance: High

Tracking:	Recipient	Read
	David Hamstra	Read: 2/17/2022 11:30 AM
	Andrew M. Gregori	
	Carr & Collier Estimating	
	ATTS Sr. Estimator	
	'itb@jr-davis.com'	
	'Teresa Kramer'	
	Greg Teague	
	'Montagna, Angel'	

Good Afternoon,

On behalf of the Harmony Community Development District (CDD), and in lieu of a publicly advertised "Invitation to Bid", this email is intended to request bids for the above referenced project from a select group of qualified general contractors.

Please note the following deadlines:

- Advertisement Date..... February 17, 2022
- Deadline for Bidder Questions..... March 17, 2022
- Deadline for Bid Submittal..... March 24, 2022 at 10:00 a.m.
- Bid Award..... March 31, 2022

Citrix Attachments

Expires August 16, 2022

Garden Road Bid Documents (02-17-22).pdf	2.5 MB
Garden Road Construction Plans (02-17-22).pdf	17.2 MB

[Download Attachments](#)

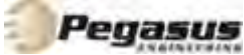
Priscilla Villanueva uses Citrix Files to share documents securely.

Please acknowledge receipt of this email and confirmation that you received both the Bid Document as well as the construction plans.

Alternatively, if you elect to not bid, please reply letting us know that as well.

Respectfully,

David W. Hamstra, P.E., CFM
Stormwater Department Manager | Pegasus Engineering, LLC
301 West State Road 434, Suite 309 | Winter Springs, Florida 32708
407-992-9160 work (extension 309) | 407-247-0003 cell
david@pegasusengineering.net



Attachment “B”

The Estates

Photograph No.
1
Photographer Location:
7134 Oak Glen Drive
Direction Photo was taken:
Facing northwest
Comments:
Localized flooding at curb inlet. Pegasus Engineering shall coordinate with the County to request inspection of the storm pipe for possible blockage.



Photograph No.
2
Photographer Location:
7134 Oak Glen Drive
Direction Photo was taken:
Facing southeast
Comments:
Localized flooding at curb inlet.



Photograph No.
3
Photographer Location:
CDD Inlet #12
Direction Photo was taken:
Facing south
Comments:
Extensive localized flooding. The water level at this location is directly impacted by the water level at the inlet located at 7134 Oak Glen Drive.



Photograph No.
4
Photographer Location:
Pond P1-3B Control Structure
Direction Photo was taken:
Facing east
Comments:
Orifice was submerged but flowing following the storm event.



Photograph No.
5
Photographer Location:
CDD Inlet #4
Direction Photo was taken:
N/A
Comments:
Pegasus Engineering to coordinate with APS to remove all sediments inside the inlet.



Photograph No.
6
Photographer Location:
CDD Inlet #4
Direction Photo was taken:
N/A
Comments:
Pegasus Engineering to coordinate with APS to remove all sediments inside the inlet.



Attachment “C”

Neighborhoods C-1 and
C-2 Milling and
Resurfacing Alleyways

David Hamstra

From: David Hamstra
Sent: Monday, March 14, 2022 11:56 AM
To: Teresa Kramer
Cc: Montagna, Angel; Greg Teague
Subject: Harmony CDD | Neighborhoods C-1 and C-2 Alleyway Rehabilitation

Good Morning Teresa,

Thank you very much for the quick review! As for the interface between the CDD's alleyways and the County's rights-of-way, we recommend that we extend beyond the CDD limits to properly grade and drain these areas.

We will confirm with the County their potential involvement in the review of plans before we advertise for bids.

Respectfully, David

From: Teresa Kramer <teresa@harmonycdd.org>
Sent: Monday, March 14, 2022 10:42 AM
To: David Hamstra <david@pegasusengineering.net>
Cc: Montagna, Angel <Angel.Montagna@inframark.com>; Greg Teague <Greg@pegasusengineering.net>
Subject: RE: Harmony CDD | Neighborhoods C-1 and C-2 Alleyway Rehabilitation

Morning David,

I have reviewed and the ribbon curb locations are accurate. There is currently one located at the location where the alley turns towards Cupseed from the alley running between Cupseed and Beargrass.

Also, I noticed that the drawings take the alley paving past our ownership and onto the county ownership. On most of the alleys, the alleys don't start until the line that connects the private property boundaries (backside of sidewalks-see attached plats) . Will we need to get the county's permission to extend to that point? Several of these areas also contain county drainage inlets.

Respectfully,
Teresa

From: David Hamstra <david@pegasusengineering.net>
Sent: Sunday, March 13, 2022 4:52 PM
To: Teresa Kramer <teresa@harmonycdd.org>; Tim Qualls <tqualls@yvlaw.net>
Cc: Montagna, Angel <Angel.Montagna@inframark.com>; Greg Teague <Greg@pegasusengineering.net>
Subject: Harmony CDD | Neighborhoods C-1 and C-2 Alleyway Rehabilitation
Importance: High

Good Afternoon Teresa and Tim,

I hope this email finds you both doing well this weekend.

We are pleased to announce that the 100% construction plans, cost estimate, bid documents, and the legal ad for the Invitation to Bid (ITB) for the above referenced project is complete (thank you Greg!). These documents can be downloaded from the following link:

Citrix Attachments	Expires September 9, 2022
100% Connstruction Plans (03-10-22).pdf	22.9 MB
Bid Documents (03-10-22).pdf	793.9 KB
Cost Estimate (03-10-22).pdf	35.1 KB
Legal Ad for ITB.pdf	15.2 KB

[Download Attachments](#)

Priscilla Villanueva uses Citrix Files to share documents securely.

Before we advertise and solicit bids, we respectfully request your input on the following:

1. Teresa, please review the 100% plans to confirm if the location of the proposed ribbon curbs is consistent with what you had in mind.
2. The cost estimate and bid schedule have been merged to show quantities for the entire project instead of for each alley way.
3. Before we issue the bid advertisement, we need to confirm if a permit from Osceola County for any of the proposed work is required. Even though the milling and resurfacing is a maintenance exempt activity, we need to confirm if the bid alternates for the trench drains, and the ribbon curbs are considered a maintenance exempt activity.
4. Please note that Osceola County was able to locate as-built plans for Neighborhood C-2, but nothing came up in their search for Neighborhood C-1. As such, we didn't update the trench drain detail to show elevations for each location and instead we kept the notes related to the Contractor needing to do the survey work.
5. A Google search did not find a legal ad for a previous Harmony Invitation to Bid, so we created something simple. Tim, can you please review this and make any necessary revisions.
6. We were not sure how soon the CDD wants to advertise this project, so we put dates on the bid document that run from the end of March to the end of May (an easy change to make).
7. The production rate for milling and resurfacing is difficult to quantify, so we took our best guess and set the contract time at 120 days (also an easy change to make).

We look forward to your input and comments. Thank you in advance for your review and assistance!

Respectfully,

David W. Hamstra, P.E., CFM
Stormwater Department Manager | Pegasus Engineering, LLC
301 West State Road 434, Suite 309 | Winter Springs, Florida 32708
407-992-9160 work (extension 309) | 407-247-0003 cell
david@pegasusengineering.net



Attachment “D”

RV and Boat
Storage Area

David Hamstra

Subject: Harmony CDD | RV and Boat Storage Area | 90% Plans and SDP Application

Importance: High

From: spberube <spberube@earthlink.net>

Sent: Sunday, March 13, 2022 8:29 PM

To: David Hamstra <david@pegasusengineering.net>

Cc: Montagna, Angel <Angel.Montagna@inframark.com>; Perez, Brett <Brett.Perez@inframark.com>; Greg Teague <Greg@pegasusengineering.net>

Subject: Harmony CDD | RV and Boat Storage Area | 90% Plans and SDP Application

David;

I think the irrigation system will be much simpler than anticipated and should not cost \$15,000 but so be it...

As to electricity: thinking quickly, there are 3 power sources within 100' of the new fence/gate line. Any of those should be adequate to run an irrigation clock and valve(s).

The rest of it looks good so I think we're ready to roll.

THX...Steve

From: David Hamstra

Sent: Sunday, March 13, 2022 5:21 PM

To: Steve Berube <spberube@earthlink.net>

Cc: Montagna, Angel <Angel.Montagna@inframark.com>; Perez, Brett <Brett.Perez@inframark.com>; Greg Teague <Greg@pegasusengineering.net>

Subject: Harmony CDD | RV and Boat Storage Area | 90% Plans and SDP Application

Importance: High

Good Afternoon Steve,

We are pleased to announce that we are ready to submit the Site Development Plan (SDP) application along with the supporting plans and documents to Osceola County for the above referenced project.

The following information is attached:

- **Agent Authorization Form**

This is the same form that we submitted with the SDP Application for the Dog Park. We are not sure if the County will require the attached form with this current application. If so, Angel, we'll need to sign so we can complete the SDP Application.

- **Site Development Plan Application**

This is a "draft" version for your review and comment.

- **90% Construction Plans**

The attached plans have been revised based on your conversations with Greg. Regarding the irrigation plan, requiring the Contractor to perform a flow and pressure test is probably okay just to make sure that the water supply is adequate, but we should probably tighten up the electrical requirements by trying to find out where a suitable electric service is located. Ideally an electric service would be available somewhere accessible outside of the trailer, but if not, how and where to install a new electrical outlet would be good to know.

- **Engineer's Construction Cost Estimate**

Please note that the attached cost estimate assumes worse case scenario in that the prior fence contact is compromised or not honored.


While we confirm if the Agent Authorization Form will be required for this project, can you please review the attached documents one last time. Thank you in advance for your assistance!

Respectfully,

David W. Hamstra, P.E., CFM

Stormwater Department Manager | Pegasus Engineering, LLC
301 West State Road 434, Suite 309 | Winter Springs, Florida 32708
407-992-9160 work (extension 309) | 407-247-0003 cell
david@pegasusengineering.net



Site Development Plan					February 28, 2022				
Harmony RV & Boat Storage Area Perimeter Fencing					Engineer's Construction Cost Estimate (Based on 90% Construction Plans)				
Line Item	Pay Item	Item Description	Estimated Quantity	Unit	Unit Price	Extended Amount	Total Amount		
SECTION 1 - GENERAL ITEMS									
1-1	101-1a	Mobilization	1	LS	5.0%	\$5,753.25			
1-2	101-1b	Bonds and Insurance	1	LS	2.0%	\$2,301.30			
1-3	101-2	Survey and Layout	1	LS	\$2,500.00	\$2,500.00			
1-4	110-1-1	Clearing and Grubbing (including removal of existing fences)	1	LS	\$5,000.00	\$5,000.00	\$15,554.55		
SECTION 2 - CONSTRUCTION ITEMS									
2-1	550-10-222	Fencing, Type B, 5.1-6.0', with Vinyl Coating	2,059	LF	\$35.00	\$72,065.00			
2-2	550-10-224	Fencing, Type B, with Vinyl Coating, Double, 18.1-20.0' Opening	1	EA	\$4,000.00	\$4,000.00			
2-3	550-10-252	Fencing, Type B, 8.1-10.0', with Vinyl Coating and Privacy Windscreen	180	LF	\$50.00	\$9,000.00			
2-4	580-1-2	Landscape Complete - Large Plants	1	LS	\$15,000.00	\$15,000.00			
2-5	590-1	Landscape Irrigation System Complete	1	LS	\$15,000.00	\$15,000.00	\$115,065.00		
SUMMARY									
Notes							Total Cost		
1. Pay items obtained from FDOT's Master Pay Item List (MPIL) online version located at: => https://fdotewp1.dot.state.fl.us/designquantitiesandestimates/#/boe							\$130,619.55		
2. Any required permits shall be included under Item 101-1a, Mobilization.									
3. All areas disturbed by construction are to be restored with sod to match existing.									
4. The Contractor is to verify all quantities prior to BID.									
<div></div>									

Attachment “E”

Wetland
Conservation Areas

David Hamstra

Subject: Permit No. 49-01058-P, Monitoring Protocol for Harmony CDD wetlands and status of monitoring

-----Original Message-----

From: Pierre, Steffan <spierre@sfwmd.gov>

Sent: Thursday, March 10, 2022 3:24 PM

To: cbowman@bowmanandblair.com

Cc: David Hamstra <david@pegasusengineering.net>; Teresa Kramer <teresa@harmonycdd.org>; Mandy Morgan <mmorgan@bowmanandblair.com>; Ron Blair <ronblair@aol.com>

Subject: Permit No. 49-01058-P, Monitoring Protocol for Harmony CDD wetlands and status of monitoring

Good afternoon Catherine,

Thank you for submitting the new monitoring protocol. I've taken a look at it, and currently have no objections to protocol or monitoring station distribution I will update our records accordingly.

Thank you!

Steffan Pierre

Environmental Analyst

Orlando Regulatory Division

South Florida Water Management District

spierre@sfwmd.gov

(407) 858-6100 ext 3838

-----Original Message-----

From: cbowman@bowmanandblair.com <cbowman@bowmanandblair.com>

Sent: Thursday, March 10, 2022 2:50 PM

To: Pierre, Steffan <spierre@sfwmd.gov>

Cc: David Hamstra <david@pegasusengineering.net>; Teresa Kramer <teresa@harmonycdd.org>; Mandy Morgan <mmorgan@bowmanandblair.com>; Ron Blair <ronblair@aol.com>

Subject: Permit No. 49-01058-P, Monitoring Protocol for Harmony CDD wetlands and status of monitoring

Good afternoon Steffan,

Attached is a summary of the new monitoring protocol that we discussed.

Bowman and Blair staff completed monitoring and we are finishing up the report for submission.

Please let me know if you have any questions or need additional information at this point.

Sincerely,

Catherine Bowman

President

Bowman and Blair Ecology and Design, Inc.

5080 Parkridge Ct.

Oviedo, FL 32765

407.627.5883 office



Bowman and Blair Ecology and Design, Inc.

10 March 2022

Steffan Pierre
Environmental Analyst 1
South Florida Water Management District
3301 Gun Club Rd
West Palm Beach, FL 33406

RE: Harmony CDD Permit No. 49-01058-P/SFWMD Application No. 991227-13
Conservation Areas Monitoring and Annual Reporting

Dear Mr. Pierre,

Below is the new Harmony Community wetland monitoring protocol agreed upon by Pegasus Engineering, LLC., our Client, on 5 January 2022 and Teresa Kramer on behalf of the Harmony CDD.

MONITORING AREAS DESCRIPTION

The Harmony Community Development District (Harmony CDD) owned areas currently include ten conservation easement areas (wetlands) based on the Pegasus Engineering's 18 November 2021 investigations and mapping. The earlier monitoring events included upland and wetland conservation areas which are not currently controlled by the Harmony CDD, such that only one previously monitored wetland transect remains in Harmony CDD ownership. To document changing conditions within the ten wetlands under Harmony CDD control and provide regular reports to the South Florida Water Management District (SFWMD) as required by Permit No. 49-01058-P/SFWMD Application No. 991227-13, a new monitoring plan will be used in tracking the condition of these Harmony CDD wetlands. In addition to documenting the general hydrologic, vegetative communities conditions, and wildlife usage within the wetlands and their upland buffers, monitoring will focus on addressing the cover of invasive non-native species.

MONITORING PROTOCOL:

Monitoring Stations depicted in the attached exhibit were marked in the field with labeled PVC poles and located with a handheld GPS device. At each station photographs will be taken in each cardinal direction. Conditions at each station will be qualitatively assessed, documented, and the information compiled for each annual monitoring report, with particular focus on invasive non-native species. Bowman and Blair is coordinating with the CDD and their maintenance staff and/or outside vegetation management contractors as applicable to obtain invasive species treatment records. Twenty-four Monitoring Stations were selected throughout the ten wetlands.

Monitoring will be conducted twice each year and a report will be prepared and submitted at the end of each year. Bowman and Blair staff will coordinate with you and the CDD to schedule and arrange visits with you or other SFWMD staff to review site conditions and invasive species treatment progress.

The initial (new baseline) monitoring was conducted on 17 February 2022. The report is being prepared for submission by the end of March.

Please let us know if you have any questions. We are looking forward to working with you.
Sincerely,

Catherine Bowman
President, Bowman and Blair Ecology and Design, Inc.



Source: Esri, Maxar, GeoEye, Earthstar, CNES, Airbus, GeoEye, and the GIS User Community

Legend

Harmony Jurisdictional Wetlands

Monitoring Stations



5B

Harmony Community Development District March 2022 General Counsel Report

- I. Chair's Updates to Bowman and Blair Ecology and Design, Inc. Contract
 - Chair's updates incorporated, contract finalized and sent to District Manager for execution by all parties.
- II. Follow up with Osceola County Sheriff's Office Regarding Blanket Trespass for Joel Braverman for Dog Park
 - Blanket trespass requested from Osceola County Sheriff's Office on March 3, 2022 via certified mail (delivered March 7, 2022) – See attached.
- III. Landscape RFP
 - Manager requested language concerning a bid bond. Language provided to Manager for incorporation into the RFP.
- IV. Swale Compliance Matter
 - Followed up with Manager re Invoice to send Homeowner Invoice pursuant to Earlier Communication. At the time of this report, we have not received the cost information.
- V. Question on Dog Bark Ownership
 - Asked Proplogix to run property information report, (paid for by firm) to determine whether Dog Bark was improperly conveyed to Compass Trading, LLC. We also researched this matter. Attached.

March 3, 2022

Via Certified Mail

7018 2290 0001 0229 9886

Marcos R. Lopez, Sheriff
Osceola County Sheriff's Department
2601 E. Irlo Bronson Memorial Highway
Kissimmee, Florida 34744

RE: Blanket Trespass Request

Dear Sheriff Lopez:

Our office, Young Qualls, P.A. is contacting you on behalf of our client, Harmony Community Development District. On October 5, 2021, Mr. Joel Braverman, who resides at 3213 Southern Pines Road, Harmony, Florida, 34773, attended the District's dog park where Mr. Braverman's dog attacked and seriously injured another resident's dog. Subsequently, on November 4, 2021, Harmony Community Development District issued notice to Mr. Braverman, pursuant to Chapter 190 Florida Statutes, to restrict his privileges to use District dog parks henceforth.

Our office reached out to your department on March 2, 2022, where Operator 93 instructed us to send a copy of the letter via certified mail to your office to establish a blanket trespass for District facilities in the event Mr. Braverman attempts to access these facilities. As instructed, attached is a copy of notice sent to Mr. Braverman, which revokes his privileges to utilize District dog parks. Please contact us if there are any other requirements needed to establish a blanket trespass. Thank you.

Sincerely,



Timothy R. Qualls, Esquire
Young Qualls, P.A.
General Counsel to Harmony CDD

TRQ/srt
Enclosure

cc: Joel Braverman (via regular U.S. Mail and U.S. Certified Mail – 7018 2290 0001 0229 9879)
District Manager, via email
Harmony CDD Board of Supervisors, via email

November 4, 2021

Via Certified Mail

Mr. Joel Braverman
3213 Southern Pines Road
Harmony Florida, 34773

RE: Revocation of Privileges to Harmony Dog Parks

Dear Mr. Braverman:

Our records reflect that on or around October 5, 2021, your dog attacked another resident's dog and serious injuries resulted from the incident. Our client must maintain access to its facilities in a way that protects those utilizing the facilities within the Harmony Community Development District ("Harmony"). Our client made the determination to restrict your privileges to the Harmony Dog Parks due to this incident which poses a continued threat to the utilization of District facilities by the community if left unaddressed.

Pursuant to Chapter 190 of the Florida Statutes and Florida Statutes §767.14, please be advised that you are hereby no longer permitted access to the community dog parks until further notice.

Harmony reserves the right to restrict users from parks and other facilities for violations of community guidelines pursuant to Sections 2.4 and 7.2.2 of Harmony Community District Rules.

Section 2.4 states that, "Facility access privileges may be suspended for misuse/abuse of any District Facility, not following these Rules, and/or other offenses."

Section 7.2.2 states that, "Violators may have their access to the District Dog Parks restricted, be charged with trespassing, or both."

Should you have any concerns regarding the decision of our client, please be advised that you have the right under the Harmony Rules of Procedure Section 6.1 to request a hearing.

Mr. Joel Braverman
November 4, 2021
Page 2

Proceedings may be held by the District in response to a written request submitted by you within fourteen (14) days after the date of this letter. The next District meeting is November 18, 2021.

Please do not hesitate to contact us with any questions, comments, concerns, etc.

Sincerely,



Timothy R. Qualls, Esquire
Young Qualls, P.A.
General Counsel to Harmony CDD

TRQ/srt
cc: District Manager

7018 2290 0001 0229 9879

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Extra Services & Fees (check box, add fees as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.05
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$.73
Total Postage and Fees	\$ 7.53

Sent To
Joel Braverman
 Street and Apt. No., or PO Box No.
3213 Southern Pines Road
 City, State, ZIP+4®
Harmony, FL 34773

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark Here
 MAR - 3 2022
 32302 USPS

7018 2290 0001 0229 9886

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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Certified Mail Fee	\$ 3.75
Extra Services & Fees (check box, add fees as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.05
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$.73
Total Postage and Fees	\$ 1.53

Sent To
Marcos Lopez, Sheriff
 Street and Apt. No., or PO Box No.
2401 E. Irlo Branson Memorial Hwy
 City, State, ZIP+4®
Kissimmee, FL 34744

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark Here
 MAR - 3 2022
 32302 USPS

Track Another Package +

Tracking Number: 70182290000102299886

Remove X

Your item was delivered to the front desk, reception area, or mail room at 3:48 pm on March 7, 2022 in KISSIMMEE, FL 34744.

USPS Tracking Plus® Available ∨

✓ Delivered, Front Desk/Reception/Mail Room

March 7, 2022 at 3:48 pm
KISSIMMEE, FL 34744

Feedback

Text & Email Updates ∨

Tracking History ^

March 7, 2022, 3:48 pm

Delivered, Front Desk/Reception/Mail Room

KISSIMMEE, FL 34744

Your item was delivered to the front desk, reception area, or mail room at 3:48 pm on March 7, 2022 in KISSIMMEE, FL 34744.

March 5, 2022, 9:51 am

Delivery Attempted - No Access to Delivery Location

KISSIMMEE, FL 34744

Track Another Package +

Tracking Number: 70182290000102299879

Remove X

Your item has been delivered to an agent for final delivery in SAINT CLOUD, FL 34773 on March 5, 2022 at 12:02 pm.

USPS Tracking Plus® Available ∨

✓ Delivered to Agent for Final Delivery

March 5, 2022 at 12:02 pm
SAINT CLOUD, FL 34773

Feedback

Get Updates ∨

Text & Email Updates	∨
Tracking History	∧
<div>March 5, 2022, 12:02 pm</div> <div>Delivered to Agent for Final Delivery</div> <div>SAINT CLOUD, FL 34773</div> <div>Your item has been delivered to an agent for final delivery in SAINT CLOUD, FL 34773 on March 5, 2022 at 12:02 pm.</div>	
<div>March 4, 2022, 9:06 pm</div> <div>Departed USPS Regional Facility</div> <div>ORLANDO FL DISTRIBUTION CENTER</div>	



1339 Arlington St., Orlando, FL 32805
O: 407-456-1888 | F: 407-583-6923

TFG O&E REPORT

File #:

Effective Date: 3/8/2022 12:00:00 AM

Parcel #: 292632000000120000

Legal:

The land referred to herein below is situated in the County of Osceola, State of Florida, and is described as follows:

PARCEL-M:

A parcel of land lying in a portion of Sections 29, 30, 31 & 32 Township 26 South, Range 32 East, Osceola County, Florida, being more particularly described as follows:

Beginning at the Southeast corner of Ingress/Egress Utility Tract 1, Birchwood Neighborhoods B & C, as Filed and Recorded in Plat Book 14, Pages 67 through 73 of the Public Records of Osceola County, Florida, thence run N29°46'05"E, a distance of 49.30 feet to a point on the North line of said Ingress/Egress Utility Tract 1; thence run N60°13'55"W, along said North line, a distance of 69.96 feet; thence run N32°12'10"E, a distance of 394.43 feet; thence run S77°56'27"E, a distance of 52.11 feet to the Point of Curvature of a curve concave to the North, having a Radius of 63.00 feet and a Central Angle of 48°53'01"; thence run Easterly along the Arc of said curve, a distance of 53.75 feet (Chord Bearing= N77°37'02"E, Chord = 52.13 feet) to a point on a non tangent curve, concave to the West, having a Radius of 125.00 feet and a Central Angle of 12°52'53"; thence run Northerly along the arc of said curve, a distance of 28.10 feet {Chord Bearing= N06°11'49"W, Chord= 28.04 feet); thence run N12°38'16"W, a distance of 171.38 feet; thence run N86°54'34"W, a distance of 129.81 feet; thence run N03°05'26"E, a distance of 457.37 feet; thence run N11°53'58"E, a distance of 263.82 feet to a point on a non tangent curve, concave to the North, having a Radius of 1,239.50 feet and a Central Angle of 11°27'58"; thence run Easterly along the arc of said curve, a distance of 248.05 feet {Chord Bearing= S87°43'58"E, Chord = 247.64 feet); thence run N03°27'57"W, a distance of 8.00 feet to a point on a non tangent curve, concave to the North, having a Radius of 1,231.50 feet and a Central Angle of 07°36'13"; thence run Easterly along the arc of said curve, a distance of 163.43 feet {Chord Bearing= N82°43'57"E, Chord = 163.31 feet); thence run N78°55'51"E, a distance of 186.39 feet; thence run S54°27'33"W, a distance of 366.51 feet; thence run S08°11'58"E, a distance of 35.59 feet; thence run S26°15'27"W, a distance of 37.15 feet; thence run S03°14'23"W, a distance of 43.10 feet; thence run S23°25'27"E, a distance of 26.02 feet; thence run S00°23'26"W, a distance of 33.06 feet; thence run S10°14'52"E, a distance of 44.97 feet; thence run S29°10'21"E, a distance of 52.46 feet; thence run S72°04'29"E, a distance of 61.66 feet; thence run S12°01'22"E, a distance of 69.28 feet; thence run S61°59'03"W, a distance of 26.72 feet; thence run S15°58'09"W, a distance of 21.93 feet; thence run S80°50'04"W, a distance of 26.68 feet; thence run S56°20'00"W, a distance of 23.32 feet; thence run S73°51'09"W, a distance of 41.79 feet; thence run S17°46'00"W, a distance of 53.76 feet; thence run S00°52'15"W, a distance of 21.43 feet; thence run S18°11'23"W, a distance of 25.50 feet; thence run S29°10'11"E, a distance of 33.30 feet; thence run S16°31'33"E, a distance of 12.20 feet; thence run S06°23'53"W, a distance of 29.64 feet; thence run S21°42'51"E, a distance



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of 59.34 feet; thence run S46°57'20"E, a distance of 51.54 feet; thence run S62°06'47"E, a distance of 12.19 feet; thence run N87°11'04"E, a distance of 58.69 feet; thence run N26°54'21"E, a distance of 25.08 feet; thence run N25°09'16"E, a distance of 42.62 feet; thence run N19°48'06"W, a distance of 31.61 feet; thence run N15°36'17"E, a distance of 2.71 feet; thence run NS8°20'59"E, a distance of 16.21 feet; thence run N02°05'28"W, a distance of 50.23 feet; thence run N28°36'46"E, a distance of 18.92 feet; thence run N81°15'30"E, a distance of 19.39 feet; thence run NS6°37'38"E, a distance of 65.81 feet; thence run N34°57'15"W, a distance of 142.64 feet; thence run N86°58'09"E, a distance of 85.43 feet; thence run N57°53'35"E, a distance of 26.13 feet; thence run N68°04'16"E, a distance of 60.84 feet; thence run NS0°58'31"E, a distance of 38.00 feet; thence run N68°40'30"E, a distance of 40.98 feet; thence run N67°17'44"E, a distance of 44.39 feet; thence run N44°03'17"E, a distance of 65.45 feet; thence run N23°59'58"E, a distance of 62.95 feet; thence run N37°22'27"E, a distance of 91.82 feet; thence run S38°25'43"E, a distance of 606.90 feet; thence run N88°40'01"W, a distance of 67.57 feet; thence run S89°56'52"W, a distance of 98.43 feet; thence run N86°47'38"W, a distance of 201.76 feet; thence run S78°04'29"W, a distance of 88.98 feet; thence run S30°04'56"W, a distance of 101.70 feet; thence run S30°17'13"E, a distance of 102.54 feet; thence run S53°04'11"E, a distance of 18.61 feet; thence run S14°13'23"W, a distance of 17.34 feet; thence run S34°57'46"W, a distance of 42.50 feet; thence run S16°01'14"W, a distance of 42.74 feet; thence run S26°21'44"E, a distance of 47.69 feet; thence run S38°56'48"E, a distance of 35.66 feet; thence run S43°52'59"E, a distance of 15.16 feet; thence run S22°10'11"W, a distance of 43.75 feet; thence run S00°27'25"E, a distance of 41.53 feet; thence run S54°10'56"E, a distance of 32.75 feet; thence run S37°56'24"E, a distance of 15.59 feet; thence run S33°29'52"W, a distance of 7.84 feet; thence run SS0°30'32"W, a distance of 65.65 feet; thence run S46°44'04"E, a distance of 33.02 feet; thence run S41°30'25"W, a distance of 39.54 feet; thence run S02°53'31"W, a distance of 52.28 feet; thence run S52°59'57"E, a distance of 36.68 feet; thence run S47°36'52"E, a distance of 38.65 feet; thence run S41°43'28"E, a distance of 45.49 feet; thence run S00°49'58"E, a distance of 28.10 feet; thence run S03°32'16"W, a distance of 26.74 feet; thence run S35°31'49"W, a distance of 61.19 feet; thence run S28°14'15"E, a distance of 42.04 feet; thence run N88°23'35"W, a distance of 66.73 feet; thence run S04°56'59"W, a distance of 96.78 feet; thence run S36°40'09"E, a distance of 38.92 feet; thence run S64°39'31"E, a distance of 53.20 feet; thence run S28°30'45"E, a distance of 31.79 feet; thence run S66°23'18"W, a distance of 32.36 feet; thence run S57°48'43"W, a distance of 4.95 feet; thence run N67°51'06"W, a distance of 24.74 feet; thence run S71°02'25"W, a distance of 28.91 feet; thence run S87°16'18"W, a distance of 33.17 feet; thence run S57°04'42"W, a distance of 40.44 feet; thence run S28°35'31"W, a distance of 40.33 feet; thence run N60°13'20"W, a distance of 971.54 feet to the POINT OF BEGINNING.

HARMONY NEIGHBORHOOD G-H-F:

Tract G-A, HARMONY NEIGHBORHOODS G-H-F, according to the plat thereof, as recorded in Plat Book 19, Pages 163-176, Public Records of Osceola County, Florida.

HARMONY NEIGHBORHOODS D-2 & E:

Lots 10E, 19E, 26E, 27E, 31E, 32E, 33E, 35E, 36E, 37E, 38E, 39E, 40E, 44E, 45E, 46E, 47E, 48E, 49E, SOE AND 51E, HARMONY NEIGHBORHOODS D-2 & E, according to the plat thereof, as recorded in Plat Book 21, Pages 36-40, Public Records of Osceola County, Florida.



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HARMONY NEIGHBORHOOD H-1:

Lots 46 through 91, inclusive, HARMONY NEIGHBORHOOD H-1, according to the plat thereof, as recorded in Plat Book 23, Pages 22-27, Public Records of Osceola County, Florida.

PARCEL-A-2:

A parcel of land lying in a portion of Section 30, Township 26 South, Range 32 East, Osceola County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of Ashley Park at Harmony, as Filed and Recorded in Plat Book 19, Pages 34 through 38 of the Public Records of Osceola County, Florida, thence run the following five (5) courses along the East line of said Ashley Park at Harmony: S41°12'33"W, a distance of 76.34 feet to a point on a non tangent curve, concave to the Southeast, having a Radius of 73.50 feet and a Central Angle of 20°19'02"; thence run Southwesterly along the arc of said curve, a distance of 26.06 feet {Chord Bearing= S31°03'04"W, Chord = 25.93 feet); thence run S20°53'33"W, a distance of 601.93 feet to the Point of Curvature of a curve concave to the East, having a Radius of 73.50 feet and a Central Angle of 24°44'40"; thence run Southerly along the Arc of said curve, a distance of 31.74 feet {Chord Bearing= S08°31'13"W, Chord= 31.50 feet); thence run S03°51'07"E, a distance of 48.44 feet to a point on the Limit of Plat of Birchwood Neighborhoods B & C, as Filed and Recorded in Plat Book 14, Pages 67 through 73 of the Public Records of Osceola County, Florida; thence run the following seven (7) courses along said Limit of Plat: N22°54'23"E, a distance of 50.10 feet; thence run S67°05'37"E, a distance of 264.57 feet; thence run N22°57'50"E, a distance of 43.34 feet; thence run N17°06'58"E, a distance of 312.86 feet; thence run N14°11'20"E, a distance of 76.77 feet to a point on a non tangent curve, concave to the East, having a Radius of 2,302.13 feet and a Central Angle of 06°26'24"; thence run Northerly along the arc of said curve, a distance of 258.75 feet {Chord Bearing= N18°42'24"E, Chord= 258.62 feet) to a point on a non tangent curve, concave to the Northeast, having a Radius of 850.50 feet and a Central Angle of 15°25'37"; thence run Northwesterly along the arc of said curve, a distance of 229.00 feet {Chord Bearing= N58°17'20"W, Chord= 228.31 feet) to the POINT OF BEGINNING.

Less and except the following:

Lot 32E, Harmony Neighborhoods D-2 & E, according to the map or plat thereof, as recorded in Plat Book 21, Page(s) 36 through 40, inclusive, of the Public Records of Osceola County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. (as shown on Deed in O.R. Book 5834/443)

Lot 51E, Harmony Neighborhoods D-2 & E, according to the map or plat thereof, as recorded in Plat Book 21, Page(s) 36 through 40, inclusive, of the Public Records of Osceola County, Florida. (as shown on Deed in O.R. Book 6031/2733)

Lots 46 through 91, of Harmony Neighborhood H-1, according to the plat thereof, as recorded in Plat Book 23,

COPY



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Pages 22 through 27, of the Public Records of Osceola County, Florida. (as shown in Deed in O.R. Book 6048/570)

Site Address:

FIVE OAKS DR
HARMONY, FL 34773

Title Holder and Address of Record:

Compass Trading Company, LLC by virtue of Special recorded 12/29/2017 in Official Records Book 5261, Page 1295.

Prior Deeds:

Jeanine Grau and Jeffrey Grau, wife and husband, by virtue of Warranty Deed recorded 11/17/2020 in Official Records Book 5834, Page 443.

Alfredo Calvetti, III and Robyn M, Calvetti, husband and wife, by virtue of Warranty Deed recorded 08/27/2021 in Official Records Book 6031, Page 2733.

Di Francesco, LLC by virtue of Warranty Deed recorded 09/21/2021 in Official Records Book 6048, Page 570.

Mortgages:

None

Liens:

None

Pending Foreclosure Actions:

None

Open HOA Liens:

None

Other Matters That May Affect Title:

None

COPY



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Additional Information:


None

2021 taxes for parcel 292632000000120000 are unpaid and due in the amount of \$ Gross amount of taxes for 2021 are \$50,117.55

THIS COMPANY, in issuing the O&E Report (hereinafter referred to as the "Report"), assumes no liability on account of any instrument or proceedings, in the chain of title to the Property, which may contain defects that would render such instrument or proceedings null and void or defective. All instruments in the chain of title to the Property are assumed to be good and valid. The Company's liability for this Report is limited to \$55.00 and extends only to the Customer who placed the order with the Company. No one else may rely upon this Report. Customer, by accepting this Report, agrees to indemnify and hold Company harmless from any claims or losses in excess of the limited amount stated above. This Report contains no expressed or implied opinion, warranty, guarantee, insurance or other similar assurance as to the status of title to real property. This report should only be relied upon for title information and, therefore, should be verified by a commitment for title insurance.

Dated: 03/17/2022

Forseti Real Estate Services, LLC



David M. Harrington
Managing Member

BY:

CFN 2017185265
Bk 5261 Pgs 1295-1299 (5 Pgs)
DATE: 12/29/2017 12:24:33 PM
ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$44.00
DEED DOC \$27,300.00

This instrument prepared by
and return to:

6
Kristen K. Idle, Esq.
Godbold, Downing, Bill and Rentz, P.A.
222 W. Comstock Avenue, Suite 101
Winter Park, Florida 32789

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and given this 22nd day of December, 2017, by **Harmony Florida Land LLC**, a Delaware limited liability company, whose mailing address is 1750 W. Broadway, Suite 111, Oviedo, Florida 32765 (hereinafter called the "Grantor"), to **Compass Trading Company, LLC**, a Florida limited liability company, whose mailing address is 26 Island Estates Parkway, Palm Coast, Florida 32137 (hereinafter called the "Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to said Grantor, in hand paid by the Grantee, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain piece, parcel or tract of land lying and being in the County of Osceola, State of Florida (the "Property"), more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference.

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2018 and thereafter, and agreements, easements, covenants, restrictions, reservations, rights-of-way and other matters of record, but this reference thereto shall not act to re-impose the same.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor, but none other.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow.]

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

"Grantor"

HARMONY FLORIDA LAND LLC, a
Delaware limited liability company

By: [Signature]
Printed: Richard Jerman
Title: Vice-President

[Signature]
Signature of Witness
Print Name: Kristy Horan

[Signature]
Signature of Witness
Print Name: Kristen K. Idle

State of Florida)
)ss.
County of ORANGE)

The foregoing instrument was acknowledged before me this 21 day of DECEMBER 2017, by Richard Jerman, as Vice President of **HARMONY FLORIDA LAND LLC**, a Delaware limited liability company, on behalf of the company. He ☒ is personally known to me or ☐ has produced _____ as identification.

[Signature]
(Notary Signature)

(NOTARY SEAL)

(Notary Name Printed)
NOTARY PUBLIC
Commission No. _____



Exhibit "A"
LEGAL DESCRIPTION
(RESIDENTIAL)

The land referred to herein below is situated in the County of Osceola, State of Florida, and is described as follows:

PARCEL-M:

A parcel of land lying in a portion of Sections 29, 30, 31 & 32 Township 26 South, Range 32 East, Osceola County, Florida, being more particularly described as follows:

Beginning at the Southeast corner of Ingress/Egress Utility Tract 1, Birchwood Neighborhoods B & C, as Filed and Recorded in Plat Book 14, Pages 67 through 73 of the Public Records of Osceola County, Florida, thence run N29°46'05"E, a distance of 49.30 feet to a point on the North line of said Ingress/Egress Utility Tract 1; thence run N60°13'55"W, along said North line, a distance of 69.96 feet; thence run N32°12'10"E, a distance of 394.43 feet; thence run S77°56'27"E, a distance of 52.11 feet to the Point of Curvature of a curve concave to the North, having a Radius of 63.00 feet and a Central Angle of 48°53'01"; thence run Easterly along the Arc of said curve, a distance of 53.75 feet (Chord Bearing = N77°37'02"E, Chord = 52.13 feet) to a point on a non tangent curve, concave to the West, having a Radius of 125.00 feet and a Central Angle of 12°52'53"; thence run Northerly along the arc of said curve, a distance of 28.10 feet (Chord Bearing = N06°11'49"W, Chord = 28.04 feet); thence run N12°38'16"W, a distance of 171.38 feet; thence run N86°54'34"W, a distance of 129.81 feet; thence run N03°05'26"E, a distance of 457.37 feet; thence run N11°53'58"E, a distance of 263.82 feet to a point on a non tangent curve, concave to the North, having a Radius of 1,239.50 feet and a Central Angle of 11°27'58"; thence run Easterly along the arc of said curve, a distance of 248.05 feet (Chord Bearing = S87°43'58"E, Chord = 247.64 feet); thence run N03°27'57"W, a distance of 8.00 feet to a point on a non tangent curve, concave to the North, having a Radius of 1,231.50 feet and a Central Angle of 07°36'13"; thence run Easterly along the arc of said curve, a distance of 163.43 feet (Chord Bearing = N82°43'57"E, Chord = 163.31 feet); thence run N78°55'51"E, a distance of 186.39 feet; thence run S54°27'33"W, a distance of 366.51 feet; thence run S08°11'58"E, a distance of 35.59 feet; thence run S26°15'27"W, a distance of 37.15 feet; thence run S03°14'23"W, a distance of 43.10 feet; thence run S23°25'27"E, a distance of 26.02 feet; thence run S00°23'26"W, a distance of 33.06 feet; thence run S10°14'52"E, a distance of 44.97 feet; thence run S29°10'21"E, a distance of 52.46 feet; thence run S72°04'29"E, a distance of 61.66 feet; thence run S12°01'22"E, a distance of 69.28 feet; thence run S61°59'03"W, a distance of 26.72 feet; thence run S15°58'09"W, a distance of 21.93 feet; thence run S80°50'04"W, a distance of 26.68 feet; thence run S56°20'00"W, a distance of 23.32 feet; thence run S73°51'09"W, a distance of 41.79 feet; thence run S17°46'00"W, a distance of 53.76 feet; thence run S00°52'15"W, a distance of 21.43 feet; thence run S18°11'23"W, a distance of 25.50 feet; thence run S29°10'11"E, a distance of 33.30 feet; thence run S16°31'33"E, a distance of 12.20 feet; thence run S06°23'53"W, a distance of 29.64 feet; thence run S21°42'51"E, a distance of 59.34 feet; thence run S46°57'20"E, a distance of 51.54 feet; thence run S62°06'47"E, a distance of 12.19 feet; thence run N87°11'04"E, a distance of 58.69 feet; thence run N26°54'21"E, a distance of 25.08 feet; thence run N25°09'16"E, a distance of 42.62 feet;

thence run N19°48'06"W, a distance of 31.61 feet; thence run N15°36'17"E, a distance of 2.71 feet; thence run N58°20'59"E, a distance of 16.21 feet; thence run N02°05'28"W, a distance of 50.23 feet; thence run N28°36'46"E, a distance of 18.92 feet; thence run N81°15'30"E, a distance of 19.39 feet; thence run N56°37'38"E, a distance of 65.81 feet; thence run N34°57'15"W, a distance of 142.64 feet; thence run N86°58'09"E, a distance of 85.43 feet; thence run N57°53'35"E, a distance of 26.13 feet; thence run N68°04'16"E, a distance of 60.84 feet; thence run N50°58'31"E, a distance of 38.00 feet; thence run N68°40'30"E, a distance of 40.98 feet; thence run N67°17'44"E, a distance of 44.39 feet; thence run N44°03'17"E, a distance of 65.45 feet; thence run N23°59'58"E, a distance of 62.95 feet; thence run N37°22'27"E, a distance of 91.82 feet; thence run S38°25'43"E, a distance of 606.90 feet; thence run N88°40'01"W, a distance of 67.57 feet; thence run S89°56'52"W, a distance of 98.43 feet; thence run N86°47'38"W, a distance of 201.76 feet; thence run S78°04'29"W, a distance of 88.98 feet; thence run S30°04'56"W, a distance of 101.70 feet; thence run S30°17'13"E, a distance of 102.54 feet; thence run S53°04'11"E, a distance of 18.61 feet; thence run S14°13'23"W, a distance of 17.34 feet; thence run S34°57'46"W, a distance of 42.50 feet; thence run S16°01'14"W, a distance of 42.74 feet; thence run S26°21'44"E, a distance of 47.69 feet; thence run S38°56'48"E, a distance of 35.66 feet; thence run S43°52'59"E, a distance of 15.16 feet; thence run S22°10'11"W, a distance of 43.75 feet; thence run S00°27'25"E, a distance of 41.53 feet; thence run S54°10'56"E, a distance of 32.75 feet; thence run S37°56'24"E, a distance of 15.59 feet; thence run S33°29'52"W, a distance of 7.84 feet; thence run S50°30'32"W, a distance of 65.65 feet; thence run S46°44'04"E, a distance of 33.02 feet; thence run S41°30'25"W, a distance of 39.54 feet; thence run S02°53'31"W, a distance of 52.28 feet; thence run S52°59'57"E, a distance of 36.68 feet; thence run S47°36'52"E, a distance of 38.65 feet; thence run S41°43'28"E, a distance of 45.49 feet; thence run S00°49'58"E, a distance of 28.10 feet; thence run S03°32'16"W, a distance of 26.74 feet; thence run S35°31'49"W, a distance of 61.19 feet; thence run S28°14'15"E, a distance of 42.04 feet; thence run N88°23'35"W, a distance of 66.73 feet; thence run S04°56'59"W, a distance of 96.78 feet; thence run S36°40'09"E, a distance of 38.92 feet; thence run S64°39'31"E, a distance of 53.20 feet; thence run S28°30'45"E, a distance of 31.79 feet; thence run S66°23'18"W, a distance of 32.36 feet; thence run S57°48'43"W, a distance of 4.95 feet; thence run N67°51'06"W, a distance of 24.74 feet; thence run S71°02'25"W, a distance of 28.91 feet; thence run S87°16'18"W, a distance of 33.17 feet; thence run S57°04'42"W, a distance of 40.44 feet; thence run S28°35'31"W, a distance of 40.33 feet; thence run N60°13'20"W, a distance of 971.54 feet to the POINT OF BEGINNING.

HARMONY NEIGHBORHOOD G-H-F:

Tract G-A, HARMONY NEIGHBORHOODS G-H-F, according to the plat thereof, as recorded in Plat Book 19, Pages 163-176, Public Records of Osceola County, Florida.

HARMONY NEIGHBORHOODS D-2 & E:

Lots 10E, 19E, 26E, 27E, 31E, 32E, 33E, 35E, 36E, 37E, 38E, 39E, 40E, 44E, 45E, 46E, 47E, 48E, 49E, 50E AND 51E, HARMONY NEIGHBORHOODS D-2 & E, according to the plat thereof, as recorded in Plat Book 21, Pages 36-40, Public Records of Osceola County, Florida.

HARMONY NEIGHBORHOOD H-1:

Lots 46 through 91, inclusive, HARMONY NEIGHBORHOOD H-1, according to the plat thereof, as recorded in Plat Book 23, Pages 22-27, Public Records of Osceola County, Florida.

PARCEL-A-2:

A parcel of land lying in a portion of Section 30, Township 26 South, Range 32 East, Osceola County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of Ashley Park at Harmony, as Filed and Recorded in Plat Book 19, Pages 34 through 38 of the Public Records of Osceola County, Florida, thence run the following five (5) courses along the East line of said Ashley Park at Harmony: S41°12'33"W, a distance of 76.34 feet to a point on a non tangent curve, concave to the Southeast, having a Radius of 73.50 feet and a Central Angle of 20°19'02"; thence run Southwesterly along the arc of said curve, a distance of 26.06 feet (Chord Bearing = S31°03'04"W, Chord = 25.93 feet); thence run S20°53'33"W, a distance of 601.93 feet to the Point of Curvature of a curve concave to the East, having a Radius of 73.50 feet and a Central Angle of 24°44'40"; thence run Southerly along the Arc of said curve, a distance of 31.74 feet (Chord Bearing = S08°31'13"W, Chord = 31.50 feet); thence run S03°51'07"E, a distance of 48.44 feet to a point on the Limit of Plat of Birchwood Neighborhoods B & C, as Filed and Recorded in Plat Book 14, Pages 67 through 73 of the Public Records of Osceola County, Florida; thence run the following seven (7) courses along said Limit of Plat: N22°54'23"E, a distance of 50.10 feet; thence run S67°05'37"E, a distance of 264.57 feet; thence run N22°57'50"E, a distance of 43.34 feet; thence run N17°06'58"E, a distance of 312.86 feet; thence run N14°11'20"E, a distance of 76.77 feet to a point on a non tangent curve, concave to the East, having a Radius of 2,302.13 feet and a Central Angle of 06°26'24"; thence run Northerly along the arc of said curve, a distance of 258.75 feet (Chord Bearing = N18°42'24"E, Chord = 258.62 feet) to a point on a non tangent curve, concave to the Northeast, having a Radius of 850.50 feet and a Central Angle of 15°25'37"; thence run Northwesterly along the arc of said curve, a distance of 229.00 feet (Chord Bearing = N58°17'20"W, Chord = 228.31 feet) to the POINT OF BEGINNING.

Prepared by and return to:

Heidi Brito
Platinum Title of Central Florida, LLC
7272 Harmony Square Drive South
St. Cloud, FL 34773
(407) 809-7528
File No 20-405

Parcel Identification No R302632-32920001032E

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the 2nd day of November, 2020 between Compass Trading Company, LLC, a Florida Limited Liability Company, whose post office address is **9006 Mayfair Pointe Drive, Orlando, FL 32827**, of the County of Orange, State of Florida, Grantor, to **Jeanine Grau and Jeffrey Grau, wife and husband**, whose post office address is **11 Phoenix Court, Jackson Township, NJ 08527**, of the County of Ocean, State of New Jersey, Grantees:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantees, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantees, and Grantees' heirs and assigns forever, the following described land, situate, lying and being in Osceola, Florida, to-wit:

Lot 32E, Harmony Neighborhoods D-2 & E, according to the map or plat thereof, as recorded in Plat Book 21, Page(s) 36 through 40, inclusive, of the Public Records of Osceola County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2020 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenant with the Grantees that the Grantor is lawfully seized of said land in fee simple, that Grantor have good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Warranty Deed

File No.: 20-405

Page 1 of 2

In Witness Whereof, Grantor have hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESS

PRINT NAME: Melanie Elmore

Roxanna Isabelle Cabrera

WITNESS

PRINT NAME: Roxanna Isabelle Cabrera

Compass Trading Company, LLC, a Florida Limited Liability Company

By: [Signature] Owner
Benjamin Vogel, Owner

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or () online notarization this 2nd day of November, 2020 by Benjamin Vogel Owner of Compass Trading Company, LLC, a FL Limited Liability Company, on behalf of the Limited Liability Company.

Roxanna Isabelle Cabrera

Signature of Notary Public

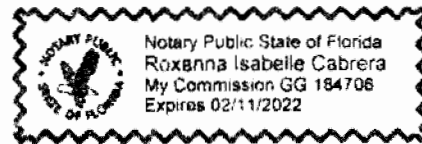
Print, Type/Stamp Name of Notary

Roxanna Isabelle Cabrera

Personally known: _____

OR Produced Identification: X

Type of Identification Produced: FL Driver License



Prepared by:
Joy Ewertz, Esq.
Downtown Title Services
236 S. Woodland Blvd.
Deland, FL 32720

File Number: 21-100.486

Warranty Deed

Made as of August 25, 2021 by **Compass Trading Company LLC**, a Florida limited liability company whose address is 26 Island Estates Parkway, Palm Coast, FL 32137, hereinafter called the "Grantor", to **Alfredo Calvetti, III and Robyn M. Calvetti husband and wife** whose post office address is 1561 Lyndale Blvd, Maitland, FL 32751, hereinafter called the "Grantee":

(Whenever used herein the term "Grantor" and "Grantee" include all the parties to this instrument and their heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Osceola County, Florida, more particularly described as follows:

Lot 51E, Harmony Neighborhoods D-2 & E, according to the map or plat thereof, as recorded in Plat Book 21, Page(s) 36 through 40, inclusive, of the Public Records of Osceola County, Florida.

Parcel ID Number: 30263232920001051E

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2020.

In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Jennifer R. Johnson
Witness Printed Name: Jennifer R. Johnson

Compass Trading Company LLC, a limited Florida liability company

BY: Benjamin Vogel

Benjamin Vogel
Manager

And Algarin
Witness Printed Name: And Algarin

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was sworn to, subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of August, 2021 by Benjamin Vogel as Manager of Compass Trading Company LLC, a Florida limited liability company - who is/are personally known to me or - produced FL DL as identification.

Jennifer R. Johnson
Notary Public
Print Name: Jennifer R. Johnson
My Commission Expires: 08/29/23



Prepared by & Return to:
Gilda Hamilton, an employee of
Unik Title, LLC
8615 Commodity Circle Suite 3
Orlando, FL 32819
(407) 440-8606

File No.: 2021-318
Consideration: \$1,800,000.00

Warranty Deed

This indenture made on **September 15, 2021 A.D.**, by

Compass Trading Company LLC, a Florida Limited Liability Company

whose address is: **26 Island Estates Parkway, Palm Coast, FL 32137**
hereinafter called the "grantor", to

Di Francesco, LLC, a Florida Limited Liability Company

whose post office address is: **8913 Heritage Bay Cir, Orlando, FL 32836**
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of **Ten Dollars, (\$10.00)** and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Osceola County, Florida**, to-wit:

Lots 46 through 91, of Harmony Neighborhood H-1, according to the plat thereof, as recorded in Plat Book 23, Pages 22 through 27, of the Public Records of Osceola County, Florida.

Parcel Identification Number: **302632329300010460**

Grantors warrant that at the time of this conveyance, the subject property is not the Grantors' homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims

of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2020

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Compass Trading Company LLC

By: [Signature]
Ben Vogel, President and Managing Member

Signed, sealed and delivered in our presence:

[Signature]
Witness Signature

Print Name: Steven Gaudin

[Signature]
Witness Signature

Print Name: Chris Pixley

State of Florida

County of Orange

The foregoing instrument was acknowledged before me this 15 day of **September, 2021** by **Ben Vogel, President and Managing Member of Compass Trading Company LLC**, who is/are personally known to me or who has/have produced _____ as identification.

[Signature]
Notary Public

Greg F. Tucker
(Printed Name)

My Commission Expires: 3/26/2025



(Notarial Seal)

COPY



Osceola County Property Appraiser

Katrina S. Scarborough, CFA, CCF, MCF

Basic Search

Advanced Search

Sales Search

Search Results

Parcel Result

Map

Help

Parcel Result

Parcel: 292632000000120000

TRIM Notice
 Property Record Card
 Map Image
 Tax Collector
 Map View
 E-Mail Parcel
 NEW Bird's Eye View

Owner Information

Owner Name COMPASS TRADING COMPANY LLC
Mailing Address 26 ISLAND ESTATES PKWY
 PALM COAST, FL 32137
Physical Address FIVE OAKS DR, HARMONY FL 34773
Description VACANT
Tax District 300 - OSCEOLA COUNTY

Tax Values

[View Tax Estimate](#)

Current Values

Current Value represents working appraised values as of 03/09/2022, which are subject to change prior to certification

Land \$286,600
AG Benefit \$0
Extra Features \$0
Buildings \$0
Appraised(Just) \$286,600
Assessed(estimated) \$286,600
Exemption(estimated) \$0
Taxable(estimated) \$286,600

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Certified Values

Certified Value represents certified values that appeared on the tax roll as of 02/03/2022

Land \$286,600
AG Benefit \$0
Extra Features \$0
Buildings \$0
Appraised(just) \$286,600
Assessed* \$286,600
Exemption \$0
Taxable \$286,600

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	5261-1295	\$3,900,000	2017-12-22	Special Warranty Deed (sw)
1	5214-1789	\$24,250,000	2017-09-27	Special Warranty Deed (sw)
2		\$0	2001-01-10	Name Change (NC)
3	1541-0160	\$0	1998-10-07	Corrective Deed (CD)
4	1541-0156	\$0	1998-08-24	Corrective Deed (CD)
5	1541-0152	\$0	1998-08-18	Corrective Deed (CD)
6	1524-1685	\$0	1998-08-06	Quit Claim Deed (QC)
7	1524-1682	\$0	1998-08-06	Quit Claim Deed (QC)
8	1524-1679	\$0	1998-08-06	Quit Claim Deed (QC)
9	1524-1669	\$19,056,000	1998-08-06	Special Warranty Deed (sw)
10	1524-1663	\$3,881,200	1998-08-05	Special Warranty Deed (sw)
11	1524-1657	\$2,657,500	1998-08-05	Special Warranty Deed (sw)
12	1278-2733	\$208,700	1995-07-20	Special Warranty Deed (sw)
13	1072-2541	\$0	1992-06-12	Special Warranty Deed (sw)
14	1072-2546	\$0	1992-06-11	Quit Claim Deed (QC)
15	0859-0951	\$0	1987-11-16	Quit Claim Deed (QC)
16	0859-0948	\$0	1987-11-15	Quit Claim Deed (QC)
17	0857-1672	\$0	1987-10-27	Quit Claim Deed (QC)
18	0795-0891	\$71	1985-12-20	Warranty Deed (WD)
19	0795-0887	\$0	1985-12-20	Warranty Deed (WD)
20	0690-0455	\$7,785,000	1983-10-20	Quit Claim Deed (QC)

Land Information - Total Acreage: 5.46

Land Description	Units	Depth	Land Type	Land Value
RURAL ACREAGE	5.46	0.00	AC	\$286,700

Legal Description

Legal Description BEG AT SE COR OF UTILITY TRACT 1, BIRCHWOOD NBHD B & C PB 14 PGS 67-73, N 30 DEG E 49.30 FT, N 60 DEG W 69.96 FT, N 32 DEG E 394.43 FT, S 78 DEG E 52.11 FT TO POC, CONC N, RAD 63 FT, CENT ANG 49 DEG, (CH BEARING N 78 DEG E 52.13 FT), ELY ALONG CURVE 53.75 FT TO NON-TAN CURVE, CONC W, RAD 125 FT, CENT ANG 13 DEG, (CH BEARING N 06 DEG W 28.04 FT), NLY ALONG CURVE 28.10 FT, N 13 DEG W 171.38 FT, N 87 DEG W 129.81 FT, N 03 DEG E 457.37 FT, N 12 DEG E 263.82 FT TO NON-TAN CURVE, CONC N, RAD 1239.50 FT, CENT ANG 11 DEG, (CH BEARING S 88 DEG E 247.64 FT), ELY ALONG CURVE 248.05 FT, N 03 DEG W 8 FT TO NON-TAN CURVE, CONC N, RAD 1231.50 FT, CENT ANG 08 DEG, (CH BEARING N 83 DEG E 163.31 FT), ELY ALONG CURVE 163.43 FT, N 79 DEG E 186.39 FT, S 54 DEG W 366.51 FT, S 08 DEG E 35.59 FT, S 26 DEG W 37.15 FT, S 03 DEG W 43.10 FT, S 23 DEG E 26.02 FT, S 33.06 FT, S 10 DEG E 44.97 FT, S 29 DEG E 52.46 FT, S 72 DEG E 61.66 FT, S 12 DEG E 69.28 FT, S 62 DEG W 26.72 FT, S 16 DEG W 21.93 FT, S 81 DEG W 26.68 FT, S 56 DEG W 23.32 FT, S 74 DEG W 41.79 FT, S 18 DEG W 53.76 FT, S 01 DEG W 21.43 FT, S 18 DEG W 25.50 FT, S 29 DEG E 33.30 FT, S 16 DEG E 12.20 FT, S 06 DEG W 29.64 FT, S 22 DEG E 59.34 FT, S 47 DEG E 51.54 FT, S 62 DEG E 12.19 FT, N 87 DEG E 58.69 FT, N 27 DEG E 25.08 FT, N 25 DEG E 42.62 FT, N 20 DEG W 31.61 FT, N 16 DEG E 2.71 FT, N 58 DEG E 16.21 F, N 02 DEG W 50.23 FT, N 29 DEG E 18.92 FT, N 81 DEG E 19.39 FT, N 57 DEG E 65.81 FT, N 35 DEG W 142.64 FT, N 87 DEG E 85.43 FT, N 58 DEG E 26.13 FT, N 68 DEG E 60.84 FT, N 51 DEG E 38 FT, N 6 DEG E 40.98 FT, N 67 DEG E 44.39 FT, N 44 DEG E 65.45 FT, N 24 DEG E 62.95 FT, N 37 DEG E 91.82 FT, S 38 DEG E 606.90 FT, N 89 DEG W 67.57 FT, W

98.43 FT, N 87 DEG W 201.76 FT, S 78 DEG W 88.98 FT, S 30 DEG W 101.70 FT, S 30 DEG E 102.54 FT, S 53 DEG E 18.61 FT, S 14 DEG W 17.34 FT, S 35 DEG W 42.50 FT, S 16 DEG W 42.74 FT, S 26 DEG E 47.69 FT, S 39 DEG E 35.66 FT, S 44 DEG E 15.16 FT, S 22 DEG W 43.75 FT, S 41.53 FT, S 54 DEG E 32.75 FT, S 38 DEG E 15.59 FT, S 33 DEG W 7.84 FT, S 50 DEG W 65.65 FT, S 47 DEG E 33.02 FT, S 41 DEG W 39.54 FT, S 03 DEG W 52.28 FT, S 53 DEG E 36.68 FT, S 48 DEG E 38.65 FT, S 42 DEG E 45.49 FT, S 01 DEG E 28.10 FT, S 03 DEG W 26.74 FT, S 35 DEG W 61.19 FT, S 28 DEG E 42.04 FT, N 88 DEG W 66.73 FT, S 05 DEG W 96.78 FT, S 37 DEG E 38.92 FT, S 65 DEG E 53.20 FT, S 28 DEG E 31.79 FT, S 66 DEG W 32.36 FT, S 58 DEG W 4.95 FT, N 68 DEG W 24.74 FT, S 71 DEG W 28.91 FT, S 87 DEG W 33.17 FT, S 57 DEG W 40.44 FT, S 29 DEG W 40.33 FT, N 60 DEG W 971.54 FT TO POB LYING WITHIN 29-26-3



NUMBER
407-742-5000



EMAIL
info@property-appraiser.org



ADDRESS
Property Appraiser's Office
2505 E Irlo Bronson Memorial Hwy
Kissimmee, FL 34744

[View Map](#)

Business Hours

HOURS OF OPERATION

Monday - Friday : 8am to 5pm
Closed Saturday and Sunday



About the Property Appraiser

- Katrina S. Scarborough CFA, CCF, MCF
- Accessibility
- Career Opportunities
- Departments
- Holiday Schedule

Other County Agencies

- Board of County Commissioners
- Clerk of the Courts
- Sheriff's Office
- Supervisor of Elections
- Tax Collector



NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS 2021

PARCEL ACCOUNT NUMBER	ESCROW CD	ALT KEY	EXEMPTION CODES	MILLAGE CODE
R292632-000000120000		1169025		300

****See back for code description**

COMPASS TRADING COMPANY LLC
26 ISLAND ESTATES PKWY
PALM COAST, FL 32137

Corrected

FIVE OAKS DR

BEG AT SE COR OF UTILITY TRACT 1,
BIRCHWOOD
NBHD B & C PB 14 PG
See Additional Legal on Tax Roll

MAILING ADDRESS: PO BOX 422105 • KISSIMMEE, FL 34742-2105

AD VALOREM TAXES						
TAXING AUTHORITY	MILL RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED	
OSCEOLA CO	407-742-1800	6.7000	286,600	0	286,600	1,920.22
SAVE OSC MAN	407-742-1800	0.0652	286,600	0	286,600	18.69
EMER MED SRV	407-742-1800	1.0682	286,600	0	286,600	306.15
SCH STATE LW	407-870-4823	3.6490	286,600	0	286,600	1,045.80
SCH LOCAL BD						
CAPITAL OUTLAY	407-870-4823	1.5000	286,600	0	286,600	429.90
DISCRETIONARY	407-870-4823	0.7480	286,600	0	286,600	214.38
SFWMD EVERG	561-686-8800	0.0365	286,600	0	286,600	10.46
SO FL WATER	561-686-8800	0.1061	286,600	0	286,600	30.41
SFWMD OKEE	561-686-8800	0.1146	286,600	0	286,600	32.84
LIBRARY DIST	407-742-1800	0.3000	286,600	0	286,600	85.98
SAVE OSC DBT	407-742-1800	0.0974	286,600	0	286,600	27.91
TOTAL MILLAGE		14.3850	AD VALOREM TAXES			\$4,122.74

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
Fire Rescue Vacant Land	407-742-1800 @ 0.2165	1.18
Harmony CDD	954-603-0034 Varies	45,993.63
NON-AD VALOREM ASSESSMENTS		\$45,994.81

COMBINED TAXES AND ASSESSMENTS	\$50,117.55
--------------------------------	-------------

If Paid By	Mar 31, 2022	Apr 29, 2022	May 31, 2022		
Please Pay	\$50,117.55	\$51,621.08	\$51,655.83		

BRUCE VICKERS, CFC, CFBTO, ELC.

OSCEOLA COUNTY TAX COLLECTOR 407-742-4000

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS 2021

If Paid By	Mar 31, 2022	Apr 29, 2022	May 31, 2022		
Please Pay	\$50,117.55	\$51,621.08	\$51,655.83		

MUST BE PAID IN U.S. FUNDS THROUGH A U.S. BANK (NO POST DATED CHECKS) TO BRUCE VICKERS, TAX COLLECTOR • PO BOX 422105 • KISSIMMEE, FL 34742

COMPASS TRADING COMPANY LLC
26 ISLAND ESTATES PKWY
PALM COAST, FL 32137

Corrected



* 1 + 1 1 6 9 0 2 5 + 2 0 2 1 *

****See back for code description**

PARCEL ACCOUNT NUMBER	ESCROW CD	ALT KEY	EXEMPTION CODES	MILLAGE CODE
R292632-000000120000		1169025		300

1 01169025 2021 3

RETURN WITH PAYMENT.



COPY
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[Property Tax](#)

[Business Tax](#)

[Tourist Tax](#)

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Real Estate Account #R292632-000000120000

Owner:

COMPASS TRADING COMPANY LLC

Property:

FIVE OAKS DR
HARMONY

[Parcel details](#)

[GIS](#)

[Property Appraiser](#)



[Get bills by email](#)

Amount Due

OSCEOLA COUNTY TAX COLLECTOR

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

BILL	AMOUNT DUE	
2021 Annual Bill	\$50,117.55	<div>Add To Cart</div> <div> Print (PDF)</div>
Total Amount Due: \$50,117.55		

[Apply for the 2022 installment payment plan](#)

Account History

BILL	AMOUNT DUE	STATUS			ACTION
2021 Annual Bill ⓘ	\$50,117.55	Unpaid			Print (PDF)
2020 Annual Bill ⓘ	\$0.00	Paid \$48,151.42	11/24/2020	Receipt #076267	Print (PDF)
2019 Annual Bill ⓘ	\$0.00	Paid \$51,770.46	05/19/2020	Receipt #0103972	Print (PDF)
2018 Annual Bill ⓘ	\$0.00	Paid \$49,285.50	11/29/2018	Receipt #043551	Print (PDF)
Total Amount Due	\$50,117.55				

5C

Harmony CDD Field Manager Report – March 2022

- Bluestem sod replacement was completed by Triple Palm
- Tow boat update- Completed, waiting on payment for pick up
- Swale Restoration Proposal -Work has not been started, we will communicate once the work is scheduled.
- Sidewalk Panel Replacement Update – ACPLM pending panel proposal
- Inframark Sidewalk Inspection
- Bee and Bee Tree Update
- Spies Pool Update – Swim Club and Ashley Park Pool
- Buck Lake Splash Pad – Spies is looking into issue
- Landscape RFP- package completed and being advertised on 3/31
- Sycamore Tree Treatment – Safari application Servello

- **Harmony CDD Vehicle/Inframark Employee Car Accident Update-**
 - Accident occurred on 2/20/22 at 8:30 AM involving Inframark employee, Ernesto Wharton and Non-Harmony resident Mr. Raymond Ayala
 - Ernesto was in a Harmony CDD Mule, traveling east on Five Oaks Blvd., when Mr. Ayala failed to stop at the intersection of Five Oaks Blvd. and Harmony Square Dr. W.
 - The mule impacted the driver's side door of Mr. Ayala's vehicle causing significant damage to both vehicles
 - Mr. Wharton suffered some injuries and missed approximately 3 weeks of work. He returned to work, on light-duty, on Wednesday 3/16/2022.
 - Mr. Ayala was cited by the FHP officer for running a stop sign and violation of right of way from stop sign
 - Angel is in the process of filing a claim to get the Mule replaced by the at-fault driver's insurance.
 - We are working with FHP to make minor changes to the incident report. It currently is showing Inframark owning the Mule
- **Swim Club Pool Vehicle Accident Update-**
 - Harmony Resident, Ms. Amy Speis, of 3415 Sagebrush Street, was returning home from work. Around 11:15 P and she apparently fell asleep behind the wheel. Drove through the stop sign at Harmony Square Dr. E and hit a Harmony sign and the Swim Club building.
 - The sign was damaged along with an exterior wall to the Swim Club.
 - We are awaiting the full crash report from FHP.
 - Our staff was not on-site at the time of the incident. The resident did call in to inform us of the accident.
 - Insurance claim to be filed once we get the full report
- **Viking Theft Update-**

- On 3/15/2022, Staff arrived to work at approximately 6:50 AM and noted that two of the roll off storage containers, used for CDD equipment, were open and equipment was outside the containers.
- Staff alerted management by 7 AM and called the Osceola Sheriff's Department
- It was determined that the Yamaha Viking was the only vehicle taken and locks did not appear to be forced open.
- Security cameras at the office and Garden lots were moved as to not capture the act
- Staff has since replaced the locks and moved key storage inside the trailer
- We have also allowed the Garden Lots access to the Wifi network to better assist their cameras
- The OCSD did remove Sim cards from Garden Lot cameras that were not moved, we have not received an update since
- Currently the Viking is still missing
- Plan for missing Viking is to replace it with the UMaxx on order
- **Swim Club Pool Update- Spies**
 - Spies met with District Staff to review concerns at the Swim Club.
 - Corrections to the concerns were made and the final invoice has been released for this project
- **Ashley Park Pool Update – Spies**
 - Work was completed at Ashley Park Pool
 - District staff reviewed the work and have requested Spies to come back for some corrections prior to payment being released.
 - Currently, we are still waiting for final repairs and have not released payment.

5Ci.

HARMONY MONTHLY INSPECTION (MARCH)

Thursday, March 10, 2022

35 Issues Identified

No response from Vendor. Report was not shared with Servello prior to March Meeting



ISSUE 1 - EAST ENTRANCE TOWER

Assigned To Servello

Plants dead and missing, provide proposal for replacements.



ISSUE 2 - EAST ENTRANCE TOWER

Assigned To Servello

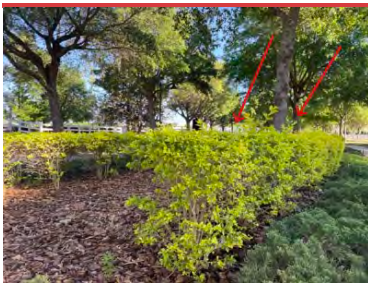
Declining plant material and missing plant material. Proposal needed.



ISSUE 3 - EAST ENTRANCE TOWER

Assigned To Servello

Drought stresses on new annuals. Treat fireant mounds in landscape beds.



ISSUE 4 - EAST ENTRANCE TOWER

Assigned To Servello

Gold Mound need to be trimmed.



ISSUE 5 - EAST ENTRANCE TOWER

Assigned To Servello

Annuals have fungal pressure and need to be treated.



ISSUE 6 - EAST ENTRANCE TOWER

Assigned To Servello

Remove weeds in plant beds, including volunteer plants.



ISSUE 7 - WEST ENTRANCE

Assigned To Servello

Firecracker bush recovering from frost damage. Recommend cutting out damaged foliage.



ISSUE 8 - SOCCER COURT - BUCK LAKESHORE PARK

Assigned To Servello

Bermuda turf areas still showing frost damage. Aggressive fertilization needed.



ISSUE 9 - RECREATIONAL AREA - BUCK LAKESHORE PARK

Assigned To Servello

Ant mound between sidewalk and garden needs to be treated.



ISSUE 10 - RECREATIONAL AREA - BUCK LAKESHORE PARK

Assigned To Servello

Weeds growing between concrete sidewalk panels.



ISSUE 11 - BUCK LAKESHORE PARK

Assigned To Servello

Thin bahia turf stands, by pond banks.

Summer rains will assist in filling these voids



ISSUE 12 - BUCK LAKESHORE PARK

Assigned To Servello

Sidewalks should be edged during every mow service.



ISSUE 13 - BUCK LAKESHORE PARK

Assigned To Servello

Bahia turf needs to be mowed at least every other week. Thin areas will recover during the Summer rain season.



ISSUE 14 - FOOTBRIDGE TRAIL (2) - BUCK LAKESHORE PARK

Assigned To Servello

Cypress trees are beginning to leaf out.



ISSUE 15 - BUCK LAKESHORE PARK

Assigned To Servello

Gold Mound need to be trimmed.



ISSUE 16 - PLAYGROUND GARDEN - SUNDROP LN

Assigned To Servello

Cut out dead material from Firecracker.

**ISSUE 17 - PLAYGROUND - SUNDROP LN**

Assigned To Servello

Soft edges needs better definition. Do not use herbicide to sprays bed lines.

**ISSUE 18 - PLAYGROUND - SUNDROP LN**

Assigned To Servello

Turf needs mowing service.

**ISSUE 19 - LITTLE BLUE LN - POND AREA (WEST SIDE)**

Assigned To Servello

Turf needs a mow service. Beds need defined edges.

**ISSUE 20 - SWIM CLUB**

Assigned To Servello

Remove dead fronds up to 15 feet as needed.



ISSUE 21 - SWIM CLUB

Assigned To Servello

Provide date of next palm trim.



ISSUE 22 - SWIM CLUB

Assigned To Servello

Proposal needed to infill beds at the Swim Club.



ISSUE 23 - SWIM CLUB

Assigned To Servello

Proposal needed to infill.



ISSUE 24 - SWIM CLUB

Assigned To Servello

Shrubs need trim service.

**ISSUE 25 - SWIM CLUB**

Assigned To Servello

Remove dead fronds
and fertilize Queen
palms.

**ISSUE 26 - SWIM CLUB**

Assigned To Servello

Proposal to infill beds.

**ISSUE 27 - SWIM CLUB**

Assigned To Servello

Remove dead material
during service visits.

**ISSUE 28 - SWIM CLUB**

Assigned To Servello

Beds need Mulch.

**ISSUE 29 - SWIM CLUB**

Assigned To Servello

Shrubs need to be trimmed.

**ISSUE 30 - SWIM CLUB**

Assigned To Servello

Turf is weedy and needs mow service; Location between Tennis Court.

**ISSUE 31 - SWIM CLUB**

Assigned To Servello

Dead fronds need to be removed and proposal to infill bed areas.

**ISSUE 32 - SWIM CLUB**

Assigned To Servello

Palmetto stand needs dead fronds removed. Need a proposal to infill bare bed areas.

**ISSUE 33 - ASHLEY POOL PARK**

Assigned To Servello

Keep shrubs trimmed, not allowing them to protrude through the fence

**ISSUE 34 - ASHLEY POOL PARK**

Assigned To Servello

Proposal needed to infill bare areas.

**ISSUE 35 - ASHLEY POOL PARK**

Assigned To Servello

Proposal needed to infill bare beds.

5Cii

Aquatic Weed Management, Inc.
P.O. Box 1259
Haines City, FL 33845
863-412-1919

Estimate

Date 2/4/2022
Estimate # 1074

Name / Address
Harmony CDD

P.O. #
Terms

Due Date 2/4/2022
Other

Description	Qty	Rate	Total
<p>Harmony CDD Wetland Exotics Treatment</p> <p>AWM crew will make 3 sweeps (spring, summer and fall) across the 181.2+/- ac. wetlands, and buffers, targeting FLEPPC cat I & II's.</p> <p>Price includes: all materials and labor. mulching of dense Brazilian Pepper. This task is at our discretion. We can mulch as little, or as much, as we deem necessary. mowing of dense Cogon grass. This task is at our discretion. We can mow as little, or as much, as we deem necessary. a 90% success rate at the end of our 3rd treatment in the fall. Obviously, pricing assumes that we have access through the golf course where necessary. Wetlands, and buffers, included in this agreement are W4B, 4-8, 10, 13, 14 & 17. Basically, green shaded areas in the Harmony CDD Wetland Inventory Map. Invoices will be submitted at the completion of each completed sweep. We will invoice 50% of the total for the first sweep and 25% for each of the 2 remaining sweeps.</p>		200,000.00	200,000.00
Thank you for your business!			\$200,000.00
Subtotal			\$200,000.00
Sales Tax (0.0%)			\$0.00
Total			\$200,000.00

waterweed1@aol.com

863-412-1919
863-438-0087

5Ciii.

Harmony Sidewalk Grinds and Replacements

<i>Exhibit Set</i>	<i>Grinds</i>	<i>Replacements</i>	<i>Square Feet</i>
A1	7	0	0
A2	366	15	398
A3	89	29	630
A4	349	35	703
Totals	811	79	1731

Yards of Concrete 21.6375

Approximate days needed to complete grinding, based off 16 grinds per 50.6875

1 50.6875
 2 25.34375
 3 16.89583333
 4 12.671875

5Civ.



Harmony CDD

Proposal for Sidewalk Grinding and Pad Replacement

**Brett Perez – Area Field
Director**

**313 Campus Street
Celebration, FL 34747**

Concrete Tripping Hazard Removal

Concrete grinding is the most cost-effective way to remove tripping hazards. Commercial concrete repair projects have unique challenges and repair needs to be completed quickly and with as little disturbance to the public as possible. Tripping hazards that are more than 2 inches requires the removal and replacement of a concrete panel. Our Inframark team will take all precautions to ensure safety and minimize inconvenience.

Our previous clients recognized our commitment to quality, craftsmanship, budgets, and scheduling; therefore, they return to our Inframark Team for grinding projects. We understand that not only can it be dangerous to your clients and/or employees, but how expensive insurance can become as the result of a claim from an accident that is caused by a trip hazard.

Uneven concrete on sidewalks, curbs and other common areas can create an unsafe environment on your property. The American with Disabilities Act (ADA) prohibits vertical changes in level greater than 1/4 of an inch on sidewalks and walkways. Anything over can become a serious tripping hazard, exposing you to costly lawsuits.

We will eliminate these potentially dangerous conditions quickly and effectively while minimizing the inconvenience to your residents or those visiting your community.

Our Work



Before



After

References

Ramon Bermudez
Chairman
Villa Sol CDD
benbermed@hotmail.com
860-221-5833

Marcial Rodriguez
Chairman
Brighton Lakes CDD
mrodriguez@brightonlakescdd.org
917-903-1377

Pricing for Sidewalk Grinding

Per the CDD board members request, we are providing a proposal for per panel pricing. Total amount of panels to be determined after a sidewalk review.

Each panel with hazards from $\frac{1}{4}$ " to 2" = **\$38.00 each**

*Project will be coordinated upon approval and execution of the agreement
Schedule to perform work to be determined in coordination with the District Manager.*

Pricing for Sidewalk Replacement

Sidewalk replacement for hazards over 2" will be priced according to the square feet of the panel. Total square feet by panels will be determined after the sidewalks review.

This estimate does not include the following:

1. Permits if required (will be billed separately after manager's approval)
2. Irrigation/pipes repairs due to lines crossing sidewalks during replacements (will be billed separately after Board members approval)

Each square Feet by panel replacement = **\$ 20.00 each**

SPECIFICATIONS & STAGES



Grinding 1/4" - 2"

At the minimum, the scope of grinding shall be any vertical displacement in a path of travel of 1/4 inch Or greater. At a maximum a 2-inch vertical displacement may be repaired by grinding.



Scarifier Grind

For large grinds, the initial concrete removal will be performed using a scarifier with an attached vacuum to contain the generated concreted dust.

**Smooth**

Completed grinds shall be smooth and sloped back at a minimum of a 1:8 slope. An example would be a 1-inch vertical displacement will be sloped back at least 8 inches from the point of the lip. A 1/2-inch vertical displacement will be sloped back 4 inches

**Dry Hand Grinder**

Smaller grinds and finishing will be performed using a dry hand grinder. This also maintains an attached vacuum to contain the generated concreted dust. This fine grinding process allows our technicians to complete the work in visually pleasing finish.

**Clean Visually Pleasing Look**

The completed grind will be squared off at the back to allow for a clean look. The concrete on the other side of the grind should be left untouched. The finished surface will initially be lighter in color and the aggregate will show.



Finished Project

The finished grind will not be slippery. It will have about the same coefficient of friction as the undisturbed concrete surface.

Overview and Proposal

Harmony Sidewalk Grinds and Replacements			
<i>Exhibit Set</i>	<i>Grinds</i>	<i>Replacements</i>	<i>Square Feet</i>
A1	7	0	0
A2	366	15	398
A3	89	29	630
A4	349	35	703
Totals	811	79	1,731

Totals	Quantity	Cost	Total
Total Grindings	811	\$38.00	\$30,818.00
Total Sqft. (Replacements)	1,731	\$20.00	\$34,620.00
Total Cost of Project			\$65,438.00

Sixth Order of Business

6A

District Manager Report

- The current garden lot revenues total \$1,206.60. The expenditures total \$1,107.57 through 3/22/22
- I spoke with Counsel on two items
 - Itemizing his bills to reflect work being done
 - Response: Once the Board approved the flat fee, he was no longer to itemize bills
 - I asked Counsel to send over all the deeds his office has regarding Harmony property
 - Response attached
- Currently working with GODADDY to get emails ported over
 - Should be working by the meeting date
- Budget process will begin in April
 - I will send out prelim budget prior to April meeting
 - Tentative budget deadline is June 14th and the final September 30th
 - Would like the Board to send me any “cap projects” they would like to see in the prelim budget
 - Board needs to think about if they are or are not raising assessments
- Minutes
 - Board requests “nearly” verbatim minutes
 - Need to discuss
- The final numbers from the Engineer has been sent to Steve to finalize the Reserve Study

From: Tim Qualls <tqualls@yvlaw.net>
Sent: Thursday, March 24, 2022 10:57 AM
To: Montagna, Angel <Angel.Montagna@inframark.com>
Cc: Sylvia Talevich <stalevich@yvlaw.net>
Subject: Re: CDD owned properties

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

Angel, no, I never mentioned a "box of deeds." We do not have paper files anymore. The good news is, all of these deeds you reference would be recorded and indexed with the Osceola County clerk of the court. Happy to discuss this further. Yes, you are correct, we are not the custodian of records. Have a great day!

Timothy R. Qualls
Young Qualls, P.A.
216 South Monroe Street
Tallahassee, FL 32301
850.222.7206

On Mar 23, 2022, at 11:26 PM, Montagna, Angel <Angel.Montagna@inframark.com> wrote:

Hi!

Tim you mentioned that Young and Qualls has a box of deeds for all the properties deeded to Harmony CDD, could you send me a copy of all of those with an index sheet naming grantor, grantee (should be Harmony CDD), date of transfer, description of property conveyed. Inframark, as custodian of record, needs copies of whatever deeds are in your box of deeds. This will then be a good starting point to see if Harmony were deeded any property that now shows as owned by someone else.

Thanks Tim! Have a great week!

Angel

PLEASE DO NOT REPLY ALL IN ORDER TO AVOID A POSSIBLE SUNSHINE VIOLATION

Angel Montagna, LCAM | Central Regional Manager

<image001.png>

313 Campus Street | Celebration, FL 34747
(M) (813) 576-9748 | www.inframarkims.com

Please note: Florida has a very broad public records law. Most written communications to or from districts regarding business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public

6C

AMENDMENT No. One (1)
to
SERVICE AGREEMENT FOR LIGHTING SERVICE (NEIGHBORHOOD D-1)
Between
ORLANDO UTILITIES COMMISSION
And
HARMONY COMMUNITY DEVELOPMENT DISTRICT

This Amendment No. One (1) is to the Service Agreement for Lighting Service for Neighborhood D-1 ("Agreement") by and between **Orlando Utilities Commission** ("OUC") and **HARMONY COMMUNITY DEVELOPMENT DISTRICT** ("Customer") dated **April 28, 2005** and shall become effective on the date last signed below. OUC and Customer shall collectively be referred to herein as the "Parties."

WITNESSETH:

WHEREAS, OUC agreed to install certain lighting service equipment and to operate and maintain all such equipment under the terms and provisions set forth in the Agreement for a term of twenty (20) years beginning April 28, 2005; and,

WHEREAS, Customer agreed to pay OUC on a monthly basis throughout the term of the Agreement for installation and maintenance of the lighting equipment and for all electric energy used for the operation of the lighting equipment on Customer's Property as specifically described in the Agreement; and,

WHEREAS, OUC and Customer agree to revise plans for installation of the lighting equipment resulting in a change to the monthly lighting service charges and an adjustment to the terms of the Agreement.

NOW THEREFORE, for and in consideration of the foregoing premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitations**. The above recitals are true and correct and are hereby incorporated herein.
2. **Definitions**. Each initially capitalized term used without definition shall have the meaning as ascribed to such term in the Service Agreement for Lighting Service, unless changed herein.

3. As part of the Agreement, OUC funded the capital investment portion of the Project and amortized this amount to be paid back by the Customer over the 20 year term, requiring a monthly payment by the Customer to OUC of \$703.54. This payment was made in addition to the monthly utility bills paid by the Customer.
4. The Customer and OUC have agreed that the Customer may buy out the remainder of the capital investment portion of the Agreement for \$47,035.20, resulting in the Customer being liable for only the monthly utility bills.
5. The Customer will pay to OUC \$47,035.20 on or before November 1, 2017.
6. Following payment of the above price by the Customer, the Customer will no longer be obligated to pay the capital investment portion of the Agreement but will only be obligated to pay the monthly utility bills including maintenance costs.

Except as specifically amended herein, all other terms and conditions of the Service Agreement for Lighting Service shall remain in full force and effect, and in the event of any inconsistencies between this Amendment and the terms of the Agreement, the terms set forth in this Amendment shall control and govern.

IN WITNESS WHEREOF, OUC and Customer have caused this Amendment to be executed in duplicate in their names by their respective duly authorized officials, and shall become effective on the date last signed below.

[Remainder of page intentionally left blank.]

ATTEST:

HARMONY COMMUNITY
DEVELOPMENT DISTRICT:

By: [Signature]

By: [Signature]

Name: Mark Bonham

Name: Steven P Berube

Title: Witness

Title: Chairman

Date: 10-23-17

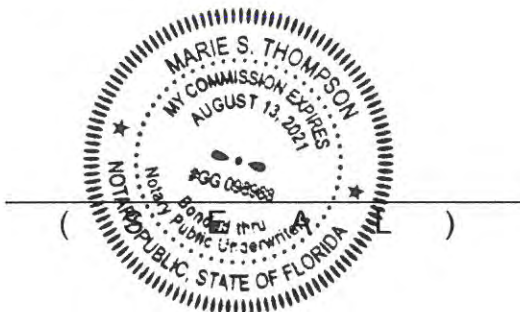
By: [Signature]

Name: Cheryl Duncan

Title: Witness

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 23 day of
October, 2017, by Steven P. Berube,
who is personally known to me or has produced personally known
as identification.



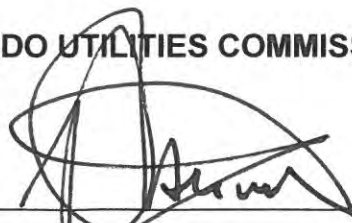
Marie S. Thompson
Notary Public, State of Florida

Print Name: Marie S. Thompson

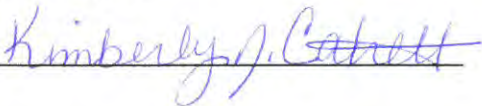
ATTEST:

By: 
 Name: Elizabeth M. Mason
 Title: Assistant Secretary

ORLANDO UTILITIES COMMISSION:

By: 
 Name: Kenneth P. Ksionek
 Title: General Manager/CEO

WITNESSES:

By: 

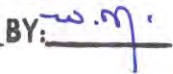
Date: 11/9/17

Name: Kimberly J. Catlett

Title: Right-of-Way Agent

By: 

Approved as to form and legality
 OUC Legal Department

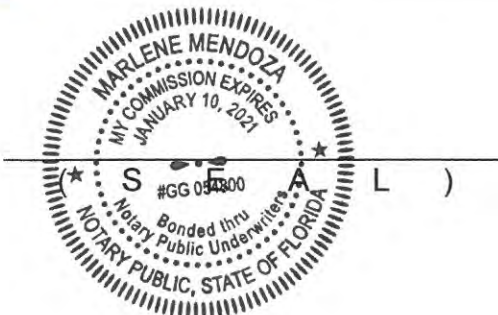
DATE: 11-8-17 BY: 

Name: Richard Parker

Title: SR ROW Agent

STATE OF FLORIDA
 COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 9th day of November, 2017, by KENNETH P. KSIONEK, as General Manager, CEO of Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida, on behalf of the Commission. He is personally known to me or has produced _____ as identification.



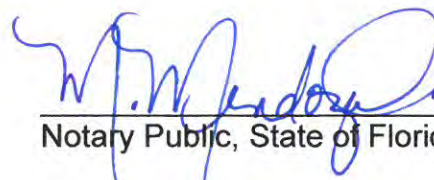

 Notary Public, State of Florida
 Print Name: _____

EXHIBIT A

RATE PER MONTH

Monthly Lighting Service Charge
Capital Investment

\$703.54

The above costs reflect OUC's revised cost of capital investment for the lighting system installed.

Initial Term Charges include Capital Investment, Fuel and Energy, and Maintenance Costs, Subsequent Term Charges include Fuel and Energy, and Maintenance Costs.

ANNUAL RATE ADJUSTMENT

Taxes may be adjusted periodically. The fees established in this Exhibit A may be adjusted by OUC annually to reflect changes in electric rates, subject to review and approval by the Florida Public Service Commission. In any one year, the rates for maintenance shall not change by more than three percent (3%) over the prior year's rate. The capital investment portion of the Monthly Lighting Service Charge shall remain fixed for the term of this Agreement.

LIGHTING SERVICE

The Lighting Service shall provide to CUSTOMER the foot candle lighting output (illuminating capacity) produced from the installation, operation and maintenance of the Lighting Equipment described below or such other functionally equivalent alternative lighting equipment as may be determined by OUC in its sole discretion, provided that such alternative lighting equipment provides the same illuminating capacity as the Lighting Equipment specified below.

LIGHTING EQUIPMENT

The lighting equipment includes all lighting equipment as described in the original aforementioned agreement executed on April 28, 2005.

- (20) 100 watt HPS Hallbrook Fixtures
- (20) 13ft Victorian II decorative poles
- (20) 48" Boston Harbor Arms
- (20) Boston Harbor slip fitters
- (20) Finial Covers

All associated poles, fixtures, parts, wires, conduit, junction boxes, photocells, controllers, and bases

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

Light out Web Address – www.ouc.com/home/streetlight.htm

CUSTOMER Project Reference Number - 616376

LEGAL DESCRIPTION OF THE PROPERTY – The Original Service Agreement with legal descriptions for Neighborhood D-1 are attached hereto as EXHIBIT B

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: Harmony CDD: Neighborhood D-1
Premise Address: _____
City, State, Zip: _____

BILLING INFORMATION

Billing Contract Name: Harmony Community Development District
Billing Address: 210 North University Drive, Suite 702
City, State, Zip: Coral Springs, Florida 33071
Billing Contact Name: Gary Moyer
Billing Contact Phone: 321-939-4301
Federal Tax ID: 65-0991891



COPY

For Recording Purposes Only

SERVICE AGREEMENT FOR LIGHTING SERVICE Harmony Neighborhood J

This Agreement is entered into this 14th day of September 2018 by and between **ORLANDO UTILITIES COMMISSION**, whose address is 100 West Anderson Street, Orlando, Florida 32801 and **HARMONY COMMUNITY DEVELOPMENT DISTRICT ("CUSTOMER")**, a special and single purpose local government created and established pursuant to Chapter 190, *Florida Statutes*, and by County Ordinance being situated in Osceola County, Florida, and whose address is 3500 Harmony Square Drive West, Harmony, FL 34773 for the provision of Lighting Service as more particularly set forth below.

DEFINITIONS

1. "BILLING CYCLE" shall mean the time between the reading date of the prior month bill and the reading date of the current month bill for the lighting Service provided by OUC during that time.
2. "CUSTOMER" shall mean the legal entity that owns the premises receiving Lighting Service and is responsible for paying the CUSTOMER bill.
3. "FORCE MAJEURE EVENT" means any event beyond OUC's reasonable control which results in the failure of some performance under this agreement, including without limitation, acts of God, epidemics, lightning, storms, earthquakes, fires, floods and washouts; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots; arrests, orders, directives or restraints of government agencies, either local, state, federal, civil or military; or acts of CUSTOMER which prevent OUC from providing Lighting Service.
4. "INSTALLATION DATE" shall mean the date entered in Exhibit 1, for each phase of the project, upon which OUC is to commence installation of the LIGHTING EQUIPMENT.
5. "LIGHTING EQUIPMENT" means poles, wires, fixtures, conduit, junction boxes, bases, photocells, controllers, and any other associated parts.
6. "LIGHTING SERVICE" shall collectively mean, all such installation, operation, maintenance and (if applicable) electric supply services.
7. "OUC" shall mean ORLANDO UTILITIES COMMISSION, a statutory commission created and existing under the laws of the state of Florida and the municipal utility of the City of Orlando.

SECTION 1: OUC AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 1.1. Install the Lighting Equipment listed in Exhibit 1, under the heading entitled "OUC Installed Lighting Equipment" on the CUSTOMER's property more specifically described in Exhibit 1 (the "Property"), operate and maintain all such Lighting Equipment, and if possible under applicable laws and regulations, provide electric service necessary for the operation of the Lighting Equipment, all in accordance with the rates set forth in Exhibit 1 and the terms and provisions set forth in this Agreement.
- 1.2. Bill CUSTOMER, monthly, for Lighting Service based on the rates set forth in Exhibit 1; provided, however that OUC shall be entitled to adjust the rates charged for Lighting Service as set forth in Exhibit 1. OUC shall annually deliver notice to the CUSTOMER of any such changes to the Lighting Service rates.

SECTION 2: THE CUSTOMER AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 2.1 Whenever possible under applicable laws and regulations, purchase from OUC all of the electric energy used for the operation of the Lighting Equipment.
- 2.2 Pay by the due date indicated thereon all bills rendered by OUC for Lighting Service provided in accordance with this Agreement.
- 2.3 Trim any and all trees or other foliage that may either obstruct the light output from Lighting Equipment or that may obstruct maintenance access to the Lighting Equipment.
- 2.4 Promptly provide notice to OUC of any inoperative or malfunctioning lights and/or Lighting Equipment installed hereunder via the outage reporting options provided in Exhibit 1, or through subsequent bill inserts or publication in the relevant newspapers of general circulation.

SECTION 3: EASEMENTS AND ACCESS

CUSTOMER hereby grants to OUC an irrevocable right of entry, access, ingress and egress into, over, across, upon and through the Property for purposes of gaining access to the Lighting Equipment. In addition, CUSTOMER hereby grants, transfers and conveys to OUC, an easement over the Property for the purpose of installing, operating, replacing and maintaining the Lighting Equipment as required under this Agreement.

SECTION 4: THE PARTIES MUTUALLY AGREE:

- 4.1 OUC, while exercising reasonable diligence at all times to furnish Lighting Service hereunder, does not guarantee continuous lighting and will not be

liable for any damages for any interruption, deficiency or failure of electric service, and reserves the right to interrupt electric service at any time for necessary repairs to lines or equipment. Further, the parties acknowledge that malfunctions (including burned out bulbs) and acts beyond OUC's reasonable control do occur from time to time, which may result in the failure of illumination of said lights and/ or Lighting Equipment provided hereunder. Although OUC performs routine maintenance and periodic inspections of said Lighting Equipment installed hereunder, it is the responsibility of the CUSTOMER to promptly notify OUC of any inoperative or malfunctioning lights or Lighting Equipment, regardless of whether such condition or malfunction was discovered or should have been discovered by OUC during the performance of such maintenance or inspection. Subject to such notification and its compliance with the provisions of Florida Statutes § 768.1382(2) & (3) (2007), as may be amended from time to time, OUC is not liable and may not be held liable for any civil damages for personal injury, wrongful death, or property damage affected or caused by the malfunction or failure of illumination of such lights or Lighting Services provided hereunder, regardless of whether the malfunction or failure of illumination is alleged or demonstrated to have contributed in any manner to the personal injury, wrongful death, or property damage.

- 4.2 OUC installation of Lighting Equipment shall be made only when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from a Force Majeure Event. OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.
- 4.3 Except as specifically permitted under subsection 4.6 below, modification of the Lighting Equipment provided by OUC under this Agreement may only be made through the execution of an additional Agreement between OUC and CUSTOMER or by written amendment to this Agreement, delineating the modifications to be accomplished and (if applicable) setting out any adjustments to the terms and conditions necessitated by the modification. Notwithstanding anything to the contrary contained herein, CUSTOMER shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC.
- 4.4 OUC shall, at the request of the CUSTOMER, relocate the Lighting Equipment if provided sufficient rights-of-way or easements to do so and the requested relocation does not negatively affect the ability of OUC to provide Lighting Service. The CUSTOMER shall be responsible for the payment of all costs associated with any such CUSTOMER requested relocation of OUC Lighting Equipment.
- 4.5 OUC may, at any time and without the need for CUSTOMER's permission, substitute any luminaire/lamp installed hereunder with another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.

- 4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Lighting Equipment provided pursuant to this Agreement; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the CUSTOMER agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been damaged by CUSTOMER, its employees, agents, invitees or licensees or any other third party in which case OUC shall not be required to make such repair or replacement prior to payment by the CUSTOMER for damage. Responsibility to repair or replace damage to any CUSTOMER installed Lighting Equipment transfers to OUC upon inspection and acceptance of the fully installed and energized Lighting Equipment by OUC's Lighting Inspector.
- 4.7 Should the CUSTOMER fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the CUSTOMER has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the CUSTOMER of the obligation to perform any of the terms and conditions of this Agreement.
- 4.8 CUSTOMER shall be entitled to assign its rights under this Agreement to the CUSTOMER's successor in title to the Property upon which the Lighting Equipment are installed with the written consent of OUC, which shall not be unreasonably withheld. No assignment shall relieve the CUSTOMER from its obligations hereunder until such obligations have been assumed by the Purchaser in writing and agreed to by OUC.
- 4.9 This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the CUSTOMER and OUC, with respect to the Lighting Service referenced herein and along with OUC's electric service tariffs, constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.
- 4.10 CUSTOMER recognizes and agrees that it is ultimately responsible for the payment of all sales, municipal, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish CUSTOMER's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by OUC or the applicable taxing authority(ies).
- 4.11 This Agreement shall inure to the benefit of, and be binding upon the

successors and permitted assigns of the CUSTOMER and OUC.

- 4.12 OUC will exercise reasonable efforts to furnish Lighting Service hereunder in a manner which will allow continuous operation of the Lighting Equipment, but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting Equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to CUSTOMER under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.
- 4.13 CUSTOMER shall locate and advise OUC, its agents, employees, servants or subcontractors, through the provision of an accurate map and other necessary written descriptions, of the exact location of all underground facilities, including, but not limited to: sewage pipes, septic tanks, walls, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the installation site at least two (2) days prior to the commencement of any work by OUC at the installation site. Any and all cost or liability for damage to Underground Facilities by OUC that were not properly identified by the CUSTOMER, as described under this paragraph, shall be paid by the CUSTOMER. Except for those claims, losses and damages arising out of OUC's sole negligence, the CUSTOMER agrees to defend, at its own expense and indemnify OUC, its respective commissioner, officers, agents, employees, servants, contractors for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Lighting Equipment.

SECTION 5: TERM, EFFECTIVE DATE, INSTALLATION DATE, AMENDMENT, TERMINATION AND BILLING

- 5.1 The initial term of this Agreement (the "Term") shall be for twenty (20) years, and thereafter shall automatically renew for successive terms of ten (10) years hence, unless terminated by written notice of such intention from either party to the other at least sixty (60) days prior to expiration date of the initial term or subsequent terms. The initial term shall begin upon the due date of the first monthly invoice (bill) delivered to CUSTOMER for installed lighting or the capital investment portion of the Monthly Lighting Service Charge as set forth in section 5.3 hereinbelow, which ever occurs first, and shall terminate at the end Two Hundred Forty (240) consecutive Billing Cycles thereafter, unless extended or otherwise modified pursuant to the provisions herein. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation Plan described in Exhibit 1, each development phase completed shall have its own Term (which shall commence and terminate as set forth above in

this paragraph) and Installation Date under this Agreement.

- 5.2 The effective date of this Agreement shall be the date of execution by the CUSTOMER or OUC, whichever is later.
- 5.3 If OUC is ready and able to begin installation of the Lighting Equipment on the Installation Date, and the CUSTOMER is not ready and able to accept installation of the Lighting Equipment, OUC shall bill CUSTOMER monthly for the capital investment portion of the Monthly Lighting Service Charge, until such time as the CUSTOMER is able to commence accepting installation as set forth herein. CUSTOMER may change the Installation Date by providing OUC written notice of the new Installation Date no later than one hundred (100) days prior to the original Installation Date; however, in no event shall the new Installation Date exceed six (6) months from the original Installation Date. Provided that written notice is received by OUC at least 100 days prior to the original installation date, CUSTOMER shall not be responsible for paying the monthly bill for the capital investment portion of the Lighting Service Charge. Notwithstanding any of the foregoing, the CUSTOMER shall be liable for paying the monthly bill for the capital investment portion of the Monthly Lighting Service Charge if CUSTOMER is not ready and able to accept installation of the Lighting Equipment on the new Installation Date or the date ending six (6) months after the original Installation Date, whichever occurs first. OUC reserves the right to adjust pricing when CUSTOMER changes the original Installation Date.
- 5.4 This Agreement may only be amended in writing and such amendment must be executed with the same degree of formality as this Agreement. Notwithstanding the foregoing, the annual adjustment to rates as set forth in Exhibit 1 shall not require an amendment to this Agreement provided such annual rate adjustment does not exceed three percent (3%) over the prior year's rate.
- 5.5 The CUSTOMER may opt to terminate the Agreement at the end of the initial or subsequent Terms by providing to OUC at least sixty (60) days advance written notice. In the event that CUSTOMER terminates this agreement before the end of the initial or subsequent Terms, CUSTOMER shall be liable to OUC for the capital investment portion of the Monthly Lighting Service Charge set forth in Exhibit 1 for the remainder of the Term and all direct and consequential damages incurred by OUC as a result of such early termination, including the cost incurred by OUC to remove the Lighting Equipment. In addition to the foregoing, OUC shall have the right to pursue all other remedies or damages available at law or in equity. OUC may terminate this Agreement if at any time during the Term a final court decision is issued, an Internal Revenue Service ruling is issued, or a change in the applicable statutes or regulations occurs, any of which in the reasonable opinion of OUC's general counsel, results in the continued existence of this Agreement having a material adverse effect on OUC's ability to issue tax exempt bonds. Any such termination shall be made by 30 days' prior written notice from OUC to CUSTOMER. The CUSTOMER will be responsible for the cost incurred by OUC to remove the Lighting Equipment. OUC shall issue a bill to the CUSTOMER for removal costs once removal has been completed.

- 5.6 Billing shall commence upon the energization of the first lights or as set forth in section 5.3 above.

SECTION 6: MISCELLANEOUS

- 6.1 **Governing Law:** The validity, construction, and performance of this agreement, shall be in accordance with the laws of the State of Florida without application of its choice-of-law rules.
- 6.2 **Severability:** If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.
- 6.3 **Notices:** All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given and received: (a) five (5) days after such notice has been deposited in the United States Mail, certified, return receipt requested, with proper postage affixed thereto if the recipient is also provided a facsimile transmittal on the same date as mailed, otherwise, when the recipient receives the U.S. Mail transmittal, (b) one (1) Business day after such notice has been deposited with Federal Express, Express Mail, or other expedited mail or package delivery service guaranteeing delivery no later than the next Business Day, or (c) upon hand delivery to the appropriate address and person as herein provided if a receipt evidencing delivery has been retained. "Electronic mail" shall not be considered a "writing" for purposes hereof. All notices shall be delivered or sent to the Parties at their respective address(es) or number(s) shown below or to such other address(es) or number(s) as a Party may designate by prior written notice given in accordance with this provision to the other Party:

If to OUC:

Orlando Utilities Commission
100 West Anderson Street
Orlando, Florida 32801
Attention: Office of The General Counsel

If to Customer:

Young Qualls, P.A.
216 South Monroe Street
Tallahassee, Florida 32301
Attention: Timothy Qualls, District Counsel

- 6.4 **Entire Agreement:** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior contemporaneous written and oral agreements, proposals, negotiations, understanding and representations pertaining to the subject matter hereof.

- 6.5 Time Is Of The Essence: Time is hereby declared of the essence as to all time periods set forth in this Agreement.
- 6.6 Waiver: The failure of a party to insist on strict performance of any provision under this Agreement, or to take advantage of any right hereunder shall not be construed as a waiver of future violations of such provision or right. Any waiver at any time by any party hereto of its rights with respect to the other party, or with respect to any matter arising in connection with this Agreement shall not be considered a waiver of any such rights or matters at any subsequent time.
- 6.7 OUC may allow, upon request, the installation of a camera on its poles under the following circumstances:
1. OUC will not be responsible for the installation, maintenance, or removal of any camera nor will OUC provide electricity to power such camera unless metered.
 2. The camera will be securely installed high enough on the pole so as not to impede vehicle or pedestrian flow and low enough as to not interfere with any purpose of the pole whether lighting, wire support or both.
 3. OUC will expect to recover any costs incurred due to any damage caused by allowing this accommodation.
 4. The installer, camera owner, and/or party instigating this action shall indemnify, save and hold OUC harmless from all loss, damage, claims, liability and expense whatsoever arising from this activity.
7. The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and holiday decorations (collectively the "Banners") from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the "Banner Arms"). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms. Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or

other dispute resolution costs) arising out of or resulting from injury or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

Now, therefore, the parties enter into this Agreement as of the dates of execution indicated below.

Harmony Community Development District, a special district created pursuant to Chapter 190, Florida Statutes and established by county ordinance

Federal ID # 65-0991891

By: [Signature]

Name: Steve Berube

Title: Chairman

Date: 7-6-18

WITNESSES: Harmony Community Development District, a special district created pursuant to Chapter 190, Florida Statutes and established by county ordinance

By: [Signature]

Name: Richard van der Suel

Title: field ops manager

By: [Signature]

Name: Britten Arnold

Title: Irrigation Tech

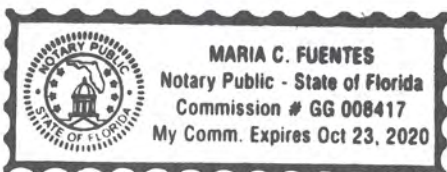
STATE OF FLORIDA

COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 9 day of July, 2018, by Steve Berube. He is personally known to me or has produced _____ as identification.

(Notarial Seal)

[Signature]
Notary Public, State of Florida
Print Name: Maria C. Fuentes



ORLANDO UTILITIES COMMISSION

By: Clint Bullock

Name: Clint Bullock

Title: General Manager/CEO

Date: 9/14/18

ATTEST:

By: Elizabeth M. Mason

Name: Elizabeth M. Mason

Title: Assistant Secretary

Approved as to form and legality
OUC Legal DepartmentDATE: 9-13-18 BY: W.M.

WITNESSES:

By: M. E. M.Name: Mary YannakarasTitle: Legal AssistantBy: R. H. P.Name: Russell H. P.Title: SR Row AgentSTATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14th day of September, 2018, by CLINT BULLOCK, as General Manager, CEO of Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida, on behalf of the Commission. He is personally known to me or has produced _____ as identification.

(Notarial Seal)



W. M. Mendoza
Notary Public, State of Florida
Print Name: _____

EXHIBIT 1

LIGHTING SERVICE FEES:RATE PER MONTH

Monthly Lighting Service Charge	
Capital Investment	\$0.00 *
Maintenance	\$ 253.08
Fuel and Energy	<u>\$ 144.37</u>
Total	<u>\$ 397.45</u>

* Customer to make UP-FRONT PAYMENT: \$ 113,809.47

Initial Term Charges include Capital Investment, Fuel and Energy, and Maintenance Costs, Subsequent Term Charges include Fuel and Energy, and Maintenance Costs.

ANNUAL RATE ADJUSTMENT

Taxes may be adjusted periodically. The fees established in this Exhibit 1 may be adjusted by OUC to reflect changes in electric rates, subject to review and approval by the Florida Public Service Commission. The rates for maintenance shall not change by more than three percent (3%) over the prior year's rate. The capital investment portion of the Monthly Lighting Service Charge shall remain fixed for the term of this Agreement.

LIGHTING SERVICE

The Lighting Service shall provide to CUSTOMER the foot candle lighting output (illuminating capacity) produced from the installation, operation and maintenance of the Lighting Equipment described below or such other functionally equivalent alternative lighting equipment as may be determined by OUC in its sole discretion, provided that such alternative lighting equipment provides the same illuminating capacity as the Lighting Equipment specified below.

LIGHTING EQUIPMENT

- (38ea) 16' Black Aluminum Pole / OUC # 036-21724
- (38ea) 150w HPS "Bern" Style Fixture / OUC # 036-21467
- (38ea) Single Hook Arm / OUC # 036-24078

OUC Installed Lighting Equipment:

All associated poles, fixtures, parts, wires, photocells, and controllers

CUSTOMER Installed Lighting Equipment:

The CUSTOMER is responsible for the installation of the conduit, junction boxes, and bases per OUC specifications. A conduit design layout will be provided to the customer upon full execution of this agreement.

PHASED INSTALLATION PLAN

All at once

EXHIBIT 1 (continued)

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

Light out Web Address – www.ouc.com/home/streetlight.htm

CUSTOMER Project Reference Number - _____

LEGAL DESCRIPTION OF THE PROPERTY

HARMONY PHASE 3 PB 20 PGS 120-128 TRACT I/J FUTURE DEVELOPMENT LYING IN SEC 20 & 29
LESS HARMONY NEIGHBORHOOD I PB 24 PGS 110-119, OSCEOLA COUNTY, FLORIDA

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: Harmony CDD: Neighborhood J
Premise Address: Five Oaks Drive
City, State, Zip: Harmony, FL 34773

BILLING INFORMATION

Billing Contract Name: Harmony Community Development District
Billing Address: 210 N University Drive, Suite 702
City, State, Zip: Coral Springs, FL 33071
Billing Contact Name: Gary Moyer
Billing Contact Phone: 321-939-4301
Federal Tax ID: 65-0991891

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number: 4854127531
Work Request No: 602869
Comments:

Certificate of Completion (Exhibit 2)

Project W.O. # _____ OUC Account # _____

Project Name: _____

Customer/Account Name _____

Original Monthly Lighting Service Charges:

Investment _____; Maintenance; _____; Fuel & Energy _____.

Original Lighting System Poles & Fixtures and Installation Scope:

(Original Streetlight Fixture/Pole type/quantity listed here)

As-built Lighting System Poles & Fixtures and Installation Scope:

(As-built Streetlight Fixture/Pole type/quantity listed here)

Amended Monthly Lighting Service Charges per as-built Lighting System

Investment _____; Maintenance _____; Fuel and Energy _____

ACCEPTANCE OF COMPLETION & AMENDED MONTHLY SERVICE CHARGES:

Authorized OUC Representative; Printed Name & Signature Date

Authorized Customer Representative; Printed Name & Signature Date _____

AMENDMENT No. One (1)
to
SERVICE AGREEMENT FOR LIGHTING SERVICE (PHASE 3 ROADWAY)
Between
ORLANDO UTILITIES COMMISSION
And
HARMONY COMMUNITY DEVELOPMENT DISTRICT

This Amendment No. One (1) is to the Service Agreement for Lighting Service for Phase 3 Roadway ("Agreement") by and between **Orlando Utilities Commission** ("OUC") and **HARMONY COMMUNITY DEVELOPMENT DISTRICT** ("Customer") dated **June 13, 2006** and shall become effective on the date last signed below. OUC and **Company** shall collectively be referred to herein as the "Parties."

WITNESSETH:

WHEREAS, OUC agreed to install certain lighting service equipment and to operate and maintain all such equipment under the terms and provisions set forth in the Agreement for a term of twenty (20) years beginning **JUNE 11, 2007**; and,

WHEREAS, Customer agreed to pay OUC on a monthly basis throughout the term of the Agreement for installation and maintenance of the lighting equipment and for all electric energy used for the operation of the lighting equipment on Customer's Property as specifically described in the Agreement; and,

WHEREAS, OUC and Customer agree to revise plans for installation of the lighting equipment resulting in a change to the monthly lighting service charges and an adjustment to the terms of the Agreement.

NOW THEREFORE, for and in consideration of the foregoing premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitations.** The above recitals are true and correct and are hereby incorporated herein.
2. **Definitions.** Each initially capitalized term used without definition shall have the meaning as ascribed to such term in the Service Agreement for Lighting Service, unless changed herein.

3. As part of the Agreement, OUC funded the capital investment portion of the Project and amortized this amount to be paid back by the Customer over the 20 year term, requiring a monthly payment by the Customer to OUC of \$3,584.00. This payment was made in addition to the monthly utility bills paid by the Customer.
4. The Customer and OUC have agreed that the Customer may buy out the remainder of the capital investment portion of the Agreement for \$232,046.97, resulting in the Customer being liable for only the monthly utility bills.
5. The Customer will pay to OUC \$232,046.97 on or before September 30, 2018.
6. Following payment of the above price by the Customer, the Customer will no longer be obligated to pay the capital investment portion of the Agreement but will only be obligated to pay the monthly utility bills including maintenance costs.

Except as specifically amended herein, all other terms and conditions of the Service Agreement for Lighting Service shall remain in full force and effect, and in the event of any inconsistencies between this Amendment and the terms of the Agreement, the terms set forth in this Amendment shall control and govern.

IN WITNESS WHEREOF, OUC and **CUSTOMER** have caused this Amendment to be executed in duplicate in their names by their respective duly authorized officials, and shall become effective on the date last signed below.

HARMONY COMMUNITY DEVELOPMENT DISTRICT

Federal ID # 65-0991891

By: [Signature]

Name: Steve Berube

Title: Chairman

Date: Sept 15, 2018

ATTEST: HARMONY COMMUNITY DEVELOPMENT DISTRICT

By: [Signature]

Name: Maria C. Fuentes

Title: Assistant Project Manager

By: [Signature]

Name: Ariel Medina

Title: Project Coordinator

STATE OF FLORIDA

COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 15th day of September, 2018, by Steve Berube.
He is personally known to me or has produced _____ as identification.

(Notarial Seal)



Kristen Ilise Suit
 Notary Public, State of Florida
 Print Name: Kristen Ilise Suit

ORLANDO UTILITIES COMMISSION

By: Clint BullockName: Clint Bullock
Title: General Manager/CEODate: 10/11/18

ATTEST:

By: Elizabeth M. Mason
Name: Elizabeth M. Mason
Title: Assistant SecretaryApproved as to form and legality
CUC Legal DepartmentDATE: 10-10-18 BY: W.M.

WITNESSES:

By: M.E.M.Name: Mary GammareasTitle: Admin Assistant IIIBy: Karlene MendozaName: Karlene MendozaTitle: ParalegalSTATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 11th day of October, 2018, by CLINT BULLOCK, as General Manager, CEO of Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida, on behalf of the Commission. He is personally known to me or has produced _____ as identification.

(Notarial Seal)


W.M. Mendoza
Notary Public, State of Florida
Print Name: _____

EXHIBIT A

RATE PER MONTH

Monthly Lighting Service Charge
Revised Payment

\$714.02

The above costs reflect OUC's revised cost of capital investment for the lighting system installed.

Initial Term Charges include Capital Investment, Fuel and Energy, and Maintenance Costs, Subsequent Term Charges include Fuel and Energy, and Maintenance Costs.

ANNUAL RATE ADJUSTMENT

Taxes may be adjusted periodically. The fees established in this Exhibit A may be adjusted by OUC annually to reflect changes in electric rates, subject to review and approval by the Florida Public Service Commission. In any one year, the rates for maintenance shall not change by more than three percent (3%) over the prior year's rate. The capital investment portion of the Monthly Lighting Service Charge shall remain fixed for the term of this Agreement.

LIGHTING SERVICE

The Lighting Service shall provide to CUSTOMER the foot candle lighting output (illuminating capacity) produced from the installation, operation and maintenance of the Lighting Equipment described below or such other functionally equivalent alternative lighting equipment as may be determined by OUC in its sole discretion, provided that such alternative lighting equipment provides the same illuminating capacity as the Lighting Equipment specified below.

LIGHTING EQUIPMENT

The lighting equipment includes all lighting equipment as described in the original aforementioned agreement executed on 06/13/006.

- (83) 100W HPS Hallbrook Fixtures
- (83) 18' Victorian II decorative poles
- (83) 48" Boston Harbour Arms
- (83) Boston Harbour Slip fitters
- (83) Finial Covers

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

Light out Web Address – www.ouc.com/home/streetlight.htm

CUSTOMER Project Reference Number - _____

LEGAL DESCRIPTION OF THE PROPERTY - SEE ATTACHED EXHIBIT B***PROPERTY / PREMISE LOCATION INFORMATION***

Premise Name:	Harmony CDD: Phase 3 Roadway
Premise Address:	Five Oaks Drive
City, State, Zip:	Harmony, Florida 34773

BILLING INFORMATION

Billing Contract Name:	Harmony Community Development District
Billing Address:	210 N University Drive, Suite 702
City, State, Zip:	Coral Springs, Florida 33071
Billing Contact Name:	Kristen Suit
Billing Contact Phone:	407-566-1935
Federal Tax ID:	65-0991891

AMENDMENT No. One (1)
to
SERVICE AGREEMENT FOR LIGHTING SERVICE (Neighborhood G)
Between
ORLANDO UTILITIES COMMISSION
And
HARMONY COMMUNITY DEVELOPMENT DISTRICT

This Amendment No. One (1) is to the Service Agreement for Lighting Service for Neighborhood G ("Agreement") by and between **Orlando Utilities Commission** ("OUC") and **HARMONY COMMUNITY DEVELOPMENT DISTRICT** ("Customer") dated **November 17, 2005** and shall become effective on the date last signed below. OUC and **Company** shall collectively be referred to herein as the "Parties."

WITNESSETH:

WHEREAS, OUC agreed to install certain lighting service equipment and to operate and maintain all such equipment under the terms and provisions set forth in the Agreement for a term of twenty (20) years beginning **April 4, 2007**; and,

WHEREAS, Customer agreed to pay OUC on a monthly basis throughout the term of the Agreement for installation and maintenance of the lighting equipment and for all electric energy used for the operation of the lighting equipment on Customer's Property as specifically described in the Agreement; and,

WHEREAS, OUC and Customer agree to revise plans for installation of the lighting equipment resulting in a change to the monthly lighting service charges and an adjustment to the terms of the Agreement.

NOW THEREFORE, for and in consideration of the foregoing premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitations.** The above recitals are true and correct and are hereby incorporated herein.
2. **Definitions.** Each initially capitalized term used without definition shall have the meaning as ascribed to such term in the Service Agreement for Lighting Service, unless changed herein.

3. As part of the Agreement, OUC funded the capital investment portion of the Project and amortized this amount to be paid back by the Customer over the 20 year term, requiring a monthly payment by the Customer to OUC of \$3,584.00. This payment was made in addition to the monthly utility bills paid by the Customer.
4. The Customer and OUC have agreed that the Customer may buy out the remainder of the capital investment portion of the Agreement for \$217,793.66, resulting in the Customer being liable for only the monthly utility bills.
5. The Customer will pay to OUC \$217,793.66 on or before October 31, 2018.
6. Following payment of the above price by the Customer, the Customer will no longer be obligated to pay the capital investment portion of the Agreement but will only be obligated to pay the monthly utility bills including maintenance costs.

Except as specifically amended herein, all other terms and conditions of the Service Agreement for Lighting Service shall remain in full force and effect, and in the event of any inconsistencies between this Amendment and the terms of the Agreement, the terms set forth in this Amendment shall control and govern.

IN WITNESS WHEREOF, OUC and **CUSTOMER** have caused this Amendment to be executed in duplicate in their names by their respective duly authorized officials, and shall become effective on the date last signed below.

HARMONY COMMUNITY DEVELOPMENT DISTRICT

Federal ID # 65-0991891

By: [Signature]

Name: Stere Berube

Title: Chairman

Date: 10/25/18

ATTEST: HARMONY COMMUNITY DEVELOPMENT DISTRICT

By: [Signature]

Name: Rosemary Tschinkel

Title: Admin Asst.

By: [Signature]

Name: Nancy C. Fuentes

Title: Assistant Project Manager

STATE OF FLORIDA

COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 25th day of October, 2018, by Stere Berube.
He is personally known to me or has produced _____ as identification.

(Notarial Seal)

[Signature]
Notary Public, State of Florida
Print Name: Kristen Ilise Suit



ORLANDO UTILITIES COMMISSION

By: _____

Name: Clint Bullock

Title: General Manager/CEO

Date: _____

ATTEST: By: _____

Name: Elizabeth M. Mason

Title: Assistant Secretary

WITNESSES:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 201____, by CLINT BULLOCK, as General Manager, CEO of Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida, on behalf of the Commission. He is personally known to me or has produced _____ as identification.

(Notarial Seal)

Notary Public, State of Florida

Print Name: _____

EXHIBIT A

RATE PER MONTH

Monthly Lighting Service Charge
Revise Service Charge

\$750.84

The above costs reflect OUC's revised cost of capital investment for the lighting system installed.

Initial Term Charges include Capital Investment, Fuel and Energy, and Maintenance Costs, Subsequent Term Charges include Fuel and Energy, and Maintenance Costs.

ANNUAL RATE ADJUSTMENT

Taxes may be adjusted periodically. The fees established in this Exhibit A may be adjusted by OUC annually to reflect changes in electric rates, subject to review and approval by the Florida Public Service Commission. In any one year, the rates for maintenance shall not change by more than three percent (3%) over the prior year's rate. The capital investment portion of the Monthly Lighting Service Charge shall remain fixed for the term of this Agreement.

LIGHTING SERVICE

The Lighting Service shall provide to CUSTOMER the foot candle lighting output (illuminating capacity) produced from the installation, operation and maintenance of the Lighting Equipment described below or such other functionally equivalent alternative lighting equipment as may be determined by OUC in its sole discretion, provided that such alternative lighting equipment provides the same illuminating capacity as the Lighting Equipment specified below.

LIGHTING EQUIPMENT

The lighting equipment includes all lighting equipment as described in the original aforementioned agreement executed on 11/17/005.

- (90) 100 watt HPS Hallbrook Fixtures
- (90) 13 ft. Victorian II decorative poles
- (90) 48" Boston Harbor arms
- (90) Boston Harbor slip fitters
- (90) Finial Covers

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

Light out Web Address – www.ouc.com/home/streetlight.htm

CUSTOMER Project Reference Number - _____

LEGAL DESCRIPTION OF THE PROPERTY - SEE ATTACHED EXHIBIT B***PROPERTY / PREMISE LOCATION INFORMATION***

Premise Name:	Harmony CDD: Neighborhood G
Premise Address:	Five Oaks Drive
City, State, Zip:	Harmony, Florida 34773

BILLING INFORMATION

Billing Contract Name:	Harmony Community Development District
Billing Address:	210 N University Drive, Suite 702
City, State, Zip:	Coral Springs, Florida 33071
Billing Contact Name:	Kristen Suit
Billing Contact Phone:	407-566-1935
Federal Tax ID:	65-0991891

Seventh Order of Business

7A

RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), FLORIDA STATUTES, AND REQUESTING THAT THE OSCEOLA COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District ("**Board**") seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the Osceola County Supervisor of Elections ("**Supervisor**") to conduct the District's elections by the qualified electors of the District at the general election ("**General Election**").

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

1. **GENERAL ELECTION SEATS.** Seat 2, currently held by Mike Scarborough, Seat 4, currently held by Steven Berube, are scheduled for the General Election in November 2022. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year.
2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Osceola County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.
3. **COMPENSATION.** Members of the Board are entitled to receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.
4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

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

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 31st day of March 2022.

**HARMONY COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

ATTEST:

Secretary / Assistant Secretary

EXHIBIT A**NOTICE OF QUALIFYING PERIOD FOR CANDIDATES
FOR THE BOARD OF SUPERVISORS OF THE
HARMONY COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Harmony Community Development District (“District”) will commence at noon on June 13, 2022, and close at noon on June 17, 2022. Candidates must qualify for the office of Supervisor with the Osceola County Supervisor of Elections located at 2509 East Irlo Bronson Memorial Highway, Kissimmee, FL 34744, Ph.: (407) 742-6000. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a “qualified elector” of the District, as defined in Section 190.003, *Florida Statutes*. A “qualified elector” is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Osceola County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Harmony Community Development District has two (2) seats up for election, specifically seats 2 and 4. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 8, 2022, and in the manner prescribed by law for general elections.

For additional information, please contact the Osceola County Supervisor of Elections.

Publication date: on or before May 30, 2022

7B.

RESOLUTION 2022-04

**A RESOLUTION REMOVING TRUMAINE EASY AS
TREASURER AND APPOINTING STEPHEN BLOOM AS
TREASURE, AND APPOINTING ANGEL MONTAGNA AS
ASSISTANT TREASURER OF THE HARMONY COMMUNITY
DEVELOPMENT DISTRICT**

WHEREAS, the Board of Supervisors of the Harmony Community Development District desire to remove Trumaine Easy as Treasurer and appoint Stephen Bloom as Treasurer; and appoint Angel Montagna as Assistant Treasurer.

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

1. Trumaine Easy is removed as Treasurer.
2. Stephen Bloom is appointed Treasurer.
3. Angel Montagna is appointed Assistant Treasurer

Adopted this 31st day of March, 2022.

Chairman/Vice Chairman

Secretary

7C

Report on the March 17, 2022 Buck Lake Committee Meeting

The Buck Lake Committee met on March 17, 2022 for the annual meeting as required by the Buck Lake Management and Cost Sharing Agreement.

Items addressed were:

1. Committee members present were Teresa Kramer for Harmony CDD and Chris Tyree for Harmony West CDD.
2. Minutes for October 21, 2021 meetings-Kramer/Tyree were in agreement that the draft minutes, as amended by Ms. Kramer, properly reflected what transpired at the October meeting.
3. Annual items required to be reviewed by Buck Lake Management and Cost Sharing Agreement:
 - a. Financial Activity for FY 2021-2022 to date-Harmony West CDD has billed the following to Harmony CDD and Harmony CDD has remitted same to Harmony West CDD for 50% of Bio-Tech's billing:
 - i. Development of Buck Lake Management Plan (\$405.00 of HCDD approved 50% NTE of \$725) and
 - ii. General Project Coordination (\$1015 of HCDD approved 50% NTE of \$1450)
 - b. FY 2021-2022 Treatment Plans and Funding Status
 - i. Discussed the fact that there is no evidence of any treatment taking place since Bio-Tech assumed responsibility for treatment on Oct. 1, 2021; Water hyacinths, Cuban bullrush, and torpedo grass increasing. Bio-Tech admitted that they have not completed any treatments and claimed they thought that the "Initial Treatment" provision had been dropped from their contract. It was clarified that it was still in and that they should complete the initial treatment immediately and then continue with monthly treatments. Bio-Tech agreed to notify Harmony CDD in advance of monthly treatment dates so that Harmony CDD can close boat reservations for that date. (Later informed that Initial Treatment has been scheduled for March 30, 2022) Harmony West CDD is paying 100% of treatment cost for FY 2021-2022 to compensate Harmony CDD for treatment conducted in FY 2020-2021.
 - ii. Buck Lake Management Plan-no changes
 - iii. Review of Buck Lake Policies-no changes

4. Evaluation of Treatment/Maintenance Services for FY 2022-2023-Current treatment/maintenance contract with Bio-Tech includes continuing payment of \$1200/month for FY 2022-2023 (no price increase). *Need approval from Harmony CDD for 50% cost share-\$600/mo. of treatment.*
Proposed Bio-Tech NTE of \$3300 for FY 2022-2023 for General Project Coordination. *Need approval from Harmony CDD for NTE of 50% cost share=NTE of \$1650 for FY 2022-2023.*
5. Committee Comments/Requests: Request to schedule billing and payment on a quarterly instead of monthly basis. Tyree/Kramer agreed this would streamline process.
6. Next annual meeting date set for March 16, 2023 at 11:00am. Additional meetings will be scheduled on an as-needed basis.