

HARMONY COMMUNITY DEVELOPMENT DISTRICT

AGENDA PACKAGE

Thursday, October 24, 2024

Remote Participation:

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

--or--

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



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

Harmony Community Development District

Board Members:

Mark LeMenager, Chairman
Daniel Leet, Vice Chairman
Lucas Chokanis, Assistant Secretary
Kerul Kassel, Assistant Secretary
Joellyn Phillips, Assistant Secretary



Staff Members:

Angel Montagna, District Manager
Howard Neal, District Manager
Michael Eckert, District Counsel
David Hamstra, District Engineer
Kerry Satterwhite, Area Field Manager

Meeting Order Of Business

Thursday, October 24, 2024 – 6:00 p.m.

1. **Call to Order and Roll Call**
2. **Audience Comments** { Three- (3) Minute Time Limit }
3. **Staff Reports**
 - A. Landscaping: Benchmark Landscaping/United Land Services
 - i. Ratification of Proposal #119293 from United Land Services for Mainline Repair at Cat Brier and Schoolhouse Road Page 3
 - B. Field Manager: Inframark
 - i. Monthly Report Page 4
 - C. District Engineer: Pegasus Engineering
 - i. Five Oaks Drive CDD Maintenance Facility – Final Design Proposal Page 15
 - ii. Ponds P2-2 and P2-3 Bathymetric Survey Page 38
 - iii. Clay Brick Road Sidewalk Improvements Page 39
 - iv. The Estates Drainage Improvement Bids Page 48
 - v. Garden Road Storage Shed
 - vi. Greenwood Alleyway
 - vii. Fiscal Year 2023.2024 District Engineer Services – Change Order #2 Page 56
 - viii. Fiscal Year 2024/2025 District Engineer Services – Proposal Page 66
 - D. District Counsel: Kutak Rock
 - i. Approval of McCord Litigation Settlement
 - E. District Manager: Inframark
4. **Business Items**
 - A. Discussion of Harmony Tower Sign
 - B. Discussion of Waste Management Claim for Blazing Star Lane Page 71
 - C. Discussion of GOGOV App Page 125
5. **Consent Agenda**
 - A. Minutes from August 29, 2024, Regular Meeting Page 126
 - B. Financial Statements – August & September Page 133
 - C. Check Register #292 & #293..... Page 157
6. **Supervisor Requests**
7. **Adjournment**

The next meeting is scheduled for Thursday, November 21, 2024, at 6:00 p.m. (Third Thursday)

District Office:

313 Campus Street
Celebration FL 34747
407-566-1935
www.harmonycdd.org

Meeting Location:

3285 Songbird Circle
St. Cloud, FL 34773
Zoom: <https://zoom.us/j/4276669233>
Phone: 929-205-6099, ID 4276669233



August 28, 2024

Contract No. - 119293

Harmony CDD

Mainline repair at the corner of Catbrier and School house road. Mainline size is unknown, price reflects up to 4". Price may change contingent on mainline size.

ITEM	QTY	UNIT PRICE	TOTAL PRICE
Mainline repair	1.00	\$1,614.30	\$1,614.30
			\$1,614.30

WORK ORDER SUMMARY

SERVICES	SALES TAX	TOTAL PRICE
Property Improvements	\$0.00	\$1,614.30
		\$0.00
		\$1,614.30

Sale	\$1,614.30
Sales Tax	\$0.00
Total	\$1,614.30

By _____
Nicholas Lomasney

Date 8/28/2024
United Land Services

DocuSigned by:
Howard Neal
D11AB161EAD44AD...
By _____
Date 8/28/2024
Harmony CDD



Kerry Satterwhite
Inframark

HARMONY FIELD INSPECTION SEPTEMBER

Tuesday, September 17, 2024

16 Issues Identified

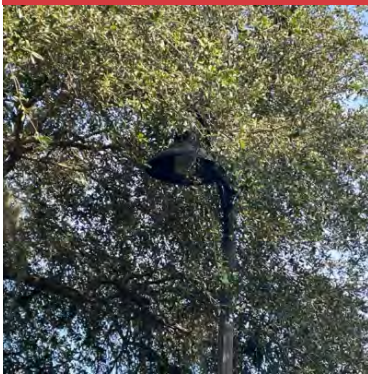


ENTRANCE TO ASHLEY POOL

Assigned To Inframark

Change in elevation is greater than 1/4 inch. Panel should be replaced.

Grinding will be done tomorrow - September 20th



FIVE OAKS DRIVE

Assigned To United

Branches around street lights should be trimmed



MIDDLEBROOK PLAYGROUND

Assigned To United

Improve turf conditions



SWIM CLUB POOL

Assigned To United

Trim hedge. Recommend closing pool for an hour to complete work



SWIM CLUB POOL

Recommend replacing pool furniture. Structurally unsafe and unable to clean surfaces



SWIM CLUB POOL

Assigned To United

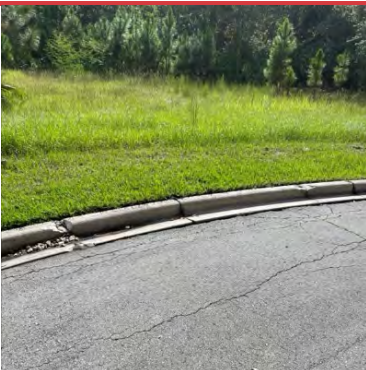
Prune palms. What is pruning schedule



GOPHER APPLE WAY POCKET PARK

Assigned To United

Clean up Magnolia pods more frequently



OAK GLEN TRAIL ISLAND TURNABOUT

Assigned To Inframark

Repair broken curbs

This will be done Monday, September 23rd

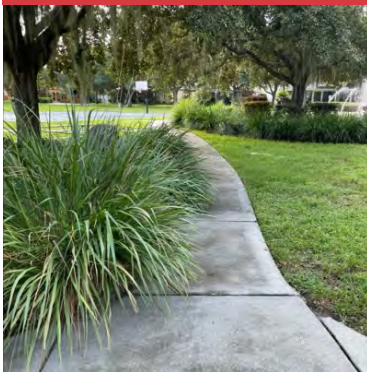


MEN'S RESTROOM SPLASH PAD

Assigned To Inframark

Replace bowed door

The team repaired the door, but it needs to be replaced. As soon as P-card is received two doors will be purchased.



SPLASH PAD PAVILION

Assigned To United

Cut back ornamental grasses to clear walk



SPLASH PAD BED

Assigned To United

Replace dead junipers



SAND VOLLEYBALL COURT

Assigned To United

Elevate branches



BRANCHES IN CDD PROPERTY

Homeowner on Little Blue Lane is placing dead branches on CDD property



HARMONY SQUARE

Assigned To Inframark

Recommend daily maintenance of walks to remove leaves and landscape debris

A meeting has been held with the team. Starting September 20th it will be a daily task.



HARMONY SQUARE

Assigned To Inframark

Clean power wash columns

The work was started September 19th and will be completed tomorrow.



FIVE OAKS DRIVE

Surface algae starting to build up on ponds

Howard Neal
Inframark

HARMONY CDD FIELD INSPECTION

Friday, October 4, 2024

19 Issues Identified

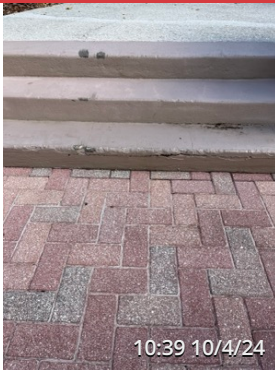


RAKE UNDER TRESS - TOWN SQUARE

Assigned To Benchmark

Benchmark will take under trees due to crepe Myrtle limb letter.

under trees cleaned up, completed on 10/12 /24



STEPS AND STUCCO REPAIR - TOWN SQUARE

Assigned To Inframark

Repair steps, columns and paint.

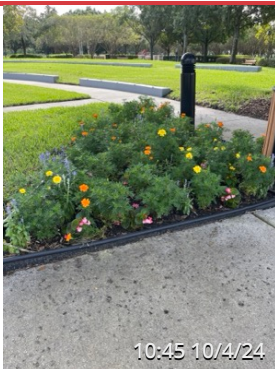
work is in progress and will be 100% done by Friday



REPLACE ALL FLAGS

Assigned To Inframark

Flags will be ordered and replaced.



FALL MIX ANNUAL

Assigned To Benchmark

Benchmark installed all the Fall annuals throughout and they look great.

we are happy you like them !!!

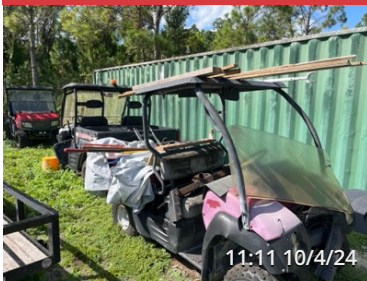


ADA SIDEWALK PANELS

Assigned To Inframark

Replace damaged ADA panels on sidewalks.

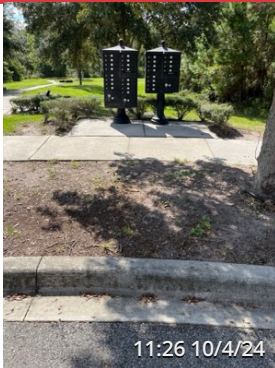
we are waiting to receive the pad for replacement.



OLD HARMONY MULES

Assigned To Inframark

Would like to ask the Board to sell these for scrap at the next meeting.

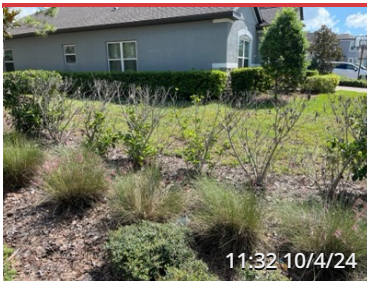


SOD DAMAGED - FEATHER GRASS

Assigned To Inframark

Lay concrete slabs down to create a path to the mailboxes to prevent further sod damage.

it is scheduled for 10/29/24



DEAD VIBURNUM - FEATHERGRASS CT ENTRANCE

Assigned To Benchmark

Benchmark will provide a proposal to replace.

we will provide proposal for replacing both sides



POND GRASSES

Assigned To Inframark

Treat ponds for algae and grasses. Treatments are ongoing.

it is schedule but the Hurricane delayed the treatment process, I will make sure that is done as soon as possible.



POOL LIFT NEEDS MAINTENANCE

Assigned To Inframark

Inframark to test the pool lift equipment and a new cover will be ordered.

the pool lift repair was scheduled for last week, but it is now rescheduled for next week.



DEAD PALM

Assigned To Benchmark And Inframark

Benchmark will provide a proposal to remove and Inframark will install pavers once it is removed.

proposal will be ready for review



POOL CHAIRS ARE BROKEN AND UNSAFE

Assigned To Inframark

Chairs are broken and unsafe and need to be replaced.

I will discuss this subject with the board to consider buying new furniture



SIDEWALK LIFTING AFTER GRINDING

Assigned To Inframark

Sidewalk panel needs to be replaced.

I will request a proposal for panel replacement



SIDEWALK PANEL DAMAGE DUE TO TREE ROOTS

Assigned To Inframark

Panels need to be replaced due to tree roots lifting the panels.



DOCK BOARDS SINKING

Assigned To Inframark And Engineer

The dock boards are bending and need to be replaced. The structure needs to be inspected to see what needs to be replaced. The boards are wavy and creaking.



REPLACE INOPERABLE LIGHT

Assigned To Inframark

Replace the light with marine grade light.



SECURE LOOSE POST AT SECURITY FENCE

Assigned To Fence Vendor

The concrete base is loose for the fence and needs to be secured. Inframark will reach out to a vendor.



BUCK LAKE CARPARK

Assigned To Inframark

Perimeter fence at buck lake carpark work has begun and looks great. Work is being continued.

thank you, the team will continue



FALLEN TREE - FIVE OAKS DR/CORDGRASS

Assigned To Benchmark

Benchmark to push fallen tree back into conservation area.

this will be taken care of within the next (2) service visits



Common Oak Engineering, LLC

4016 Edgewater Drive

Orlando, FL 32804

(407) 505-8374

Attn: Jeremy Anderson, P.E.

Civil Contract for Harmony Maintenance Facility

Harmony CDD, Harmony, FL 34773

September 26, 2024

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

Dear Mr. Hamstra,

We are pleased to present this proposal for professional services for the above referenced project. We thank you for this opportunity to present this proposal and welcome the commencement of the project.

The contents of this proposal is based on our understanding of the project and describes an agreement between Common Oak Engineering, LLC (hereinafter referred to as the "Consultant") and Pegasus Engineering, LLC (hereinafter referred to as the "Client").

Please refer to the contents of this proposal which includes a description of the project, our scope of work and associated service fees.

Consultant Initials

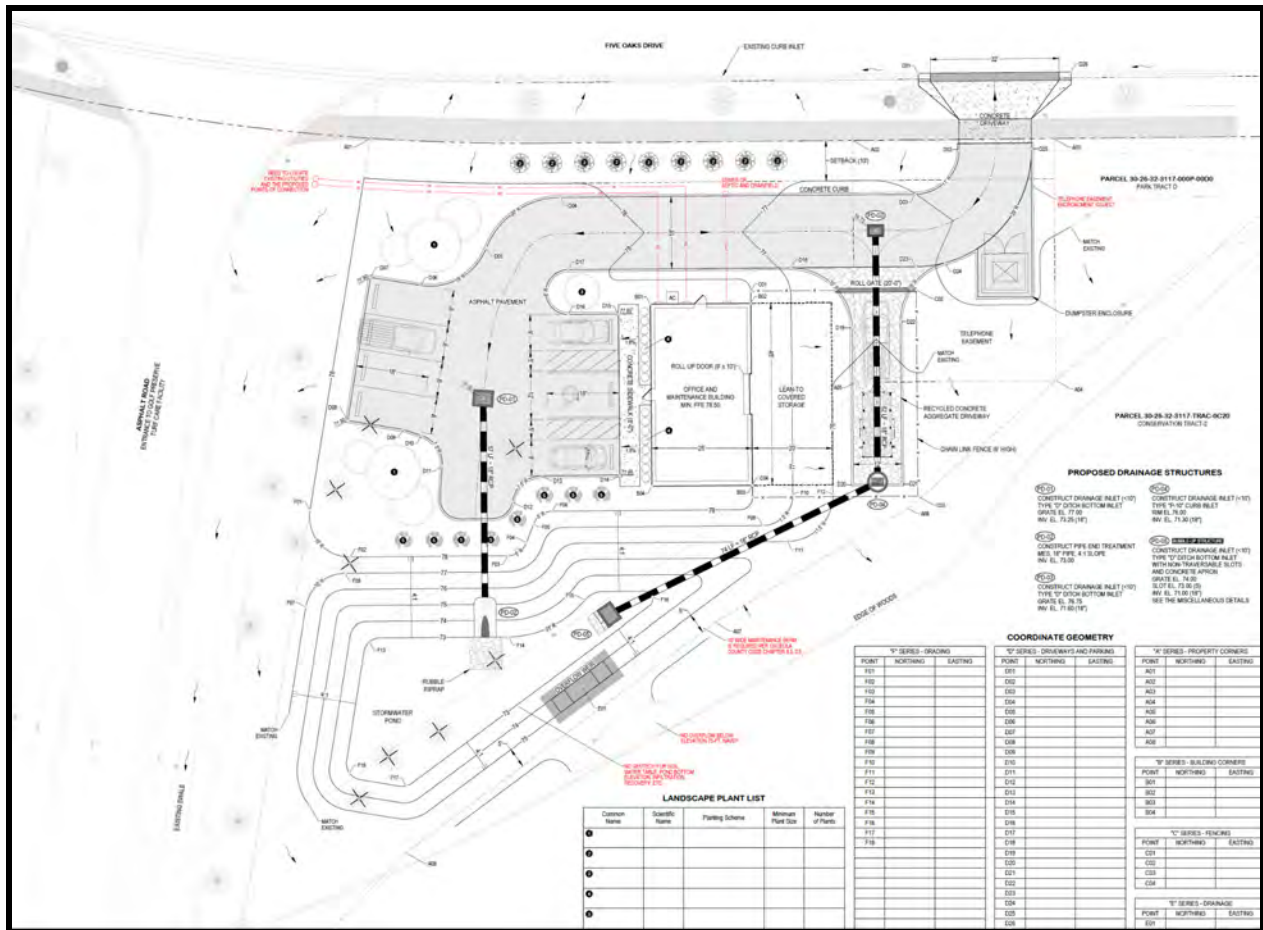
A handwritten signature in cursive script, likely belonging to David W. Hamstra.

Client Initials_____

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Overview

Pegasus Engineering, LLC (the "Client") is the District Engineer of Harmony CDD and has requested civil engineering, permitting and development services for the addition of a new Maintenance Facility complex for the Harmony CDD. The subject lot is approximately 0.61 acres in size and is proposed to include a +/- 1,125 sf maintenance building with a +/- 900 sf lean-to covered storage, with driveway access to Five Oaks Drive, parking, a solid waste enclosure, utility services, landscaping and onsite stormwater management.



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Osceola County is the agency with jurisdiction over the property and the zoning of the property is assumed to be in place for the proposed use.

Potable water and gravity sanitary sewer services are present throughout Harmony CDD and assumed to be located within 30 feet of the subject lot and of adequate size and capacity to service the development. TOHO Water Authority has jurisdiction over utilities at this location.

Stormwater management is proposed onsite in a dry retention pond with secondary stormwater infrastructure proposed to collect and convey stormwater from the impervious areas to the dry retention pond. Permits with Osceola County and SFWMD are required for the proposed stormwater system.

Permitting services with Osceola County, TOHO and SFWMD are included in the scope of work.

Common Oak Engineering, LLC (the "Consultant"), proposes herein specific professional services associated with this development, including site investigation report, civil engineering, permitting, and limited construction phase services.

Please refer to the following pages of this proposal for a detailed scope of services and associated fees and clarifications.

Scope of Services

Task 1.0 - Limited Due Diligence & Pre-Application Meetings: We will perform limited due diligence and prepare or refine the current conceptual plan based to show that the project meets parking & driveway requirements, impervious surface requirements and general land development standards of Osceola County.

Following review of the conceptual plan and approval by the Client to proceed, we will schedule and attend virtual pre-application meetings with Osceola County and SJRWMD to discuss the proposed maintenance facility and conceptual site plan. During the pre-application meeting we will request and review utility maps and take meeting minutes, and will share our notes with the Client prior to proceeding with the following Tasks outlined in this contract.

Consultant Initials



Client Initials_____

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* The results of the pre-application meeting may require revisions to the contract to meet the development requirements of the project.

Task 2.0 - Civil Engineering: We will prepare construction-level drawings and specifications as described within this proposal for the development including site layout, grading & drainage, utility systems, and erosion control.

Coordination with other consultants working on the project is included, such as with the architect, wetland scientist, geotechnical engineer, and surveyor.

Review of environmental, geotechnical and transportation reports is included and will be considered in the preparation of the design documents.

Civil Drawings:

- Cover Page
- Demolition Plan
- Site Layout Plan
- Grading & Drainage Plan & Profiles
- Utility Plan & Profile
- Erosion Control Plan
- Specifications & Details

Task 3.0 - Surveying: Survey services are included for the subject development. We will work with Johnston/s Surveying, INC on the required design survey. Survey services include:

- A boundary and topographic survey of the parcel.
- Locate wetland flags and paint marks of underground utilities as placed by Subsurface Solutions. The surveyor will coordinate with Subsurface Solutions on the surface designation and the location of existing utilities within the limits of the project area.

Task 4.0 - Wetland Line Flagging: Wetland flag verification is included in the scope of services. We will work with Bowman and Blair Ecology and Design, Inc. on the wetland flagging work. This work is proposed to be completed prior to the survey services so that the surveyor can shoot the current wetland locations and show the wetland on the design survey.

* There are no wetland impacts proposed or included in this scope of work.

Consultant Initials



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Task 5.0 - Geotechnical Work: Geotechnical design services are included in the scope of services. We will work with Intertek - PSI on the required building, parking and stormwater management borings and report. The geotechnical services include:

- Feasibility of utilizing a shallow foundation system for support of the proposed building with a slab-on-grade floor system.
- Design parameters required for the foundation system, including allowable bearing pressure, foundation level and expected settlements.
- Soil subgrade preparation, including stripping, grubbing and compaction. Engineering criteria for placement and compaction of approved structural fill materials.
- General location and description of potentially deleterious materials encountered in the borings which may interfere with construction progress or structure performance, including existing fills or surficial organics.
- Identification of groundwater levels including estimated normal seasonal high groundwater levels.
- Recommendations for pavement design and construction.
- Recommendations for design of the planned stormwater pond, including estimated normal seasonal high groundwater level, permeability rates (vertical and horizontal), soil fillable porosity and base of aquifer level.

Task 6.0 - Permitting: We will prepare permit applications and process plans and supporting documentation in an attempt to gain agency approvals for the intended development.

Included Permitting:

- Osceola County - Site Permit
- SFWMD - ERP Permit
- TOHO Water Authority
- FDEP - Water Main Extension "No Permit" Determination
- FDEP - Wastewater Collection System "No Permit" Determination

Initial power coordination including the coordination of permanent power location, type and size, and an estimation of permanent power fees is included. We will share the available power service type(s) and point of service location(s) with the owner, and will proceed with coordination with the power company based on the owner's preferred power service. It is

understood the owner will take over the power service coordination and service during construction, and the owner is ultimately responsible for permanent power service.

*No other permits are included nor implied.

Task 7.0 - Reports: We will review project geotechnical reports and survey data and prepare a stormwater drainage report with supporting drainage calculations and exhibits for agency review.

Task 8.0 - Landscape and Irrigation: We will prepare landscape and irrigation construction documents within the limits of the project area, and consistent with local requirements. The landscape and irrigation plans are for the landscaped areas around the building and site area, and inside landscape islands within the parking lot. The size, location, quantity and species will be identified on the plans.

Task 9.0 - Limited Construction Phase Services: We will engage in limited construction phase services as described below. Construction phase services are divided into two components; Construction Administration and Project Closeout.

Construction Administration:

- Review shop drawings associated with our plans and specifications.
- Respond to awarded contractor's RFI's.
- Attend a pre-construction meeting.
- Upon receipt of the final as-built survey, the consultant will do its pre-final inspection and create a punch list for contractor review.
- Scope of work includes three site field visits during construction which consist of a pre-construction site plan meeting, a site inspections, and one final inspection.

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Project Closeout:

Common Oak Engineering, LLC will review as-built data provided by others of the constructed improvements associated with its plans and specifications, and will confirm based on that document solely, whether or not the project has been built in substantial conformance with the approved plans and specifications provided by Common Oak Engineering, LLC. The Consultant will gather and prepare the closeout forms required by the following agencies to put the project into operation:

- Osceola County
- SJRWMD
- Toho Water Authority

Consultant Initials



Client Initials_____

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Service Fees

Harmony CDD Maintenance Facility Service Fees		
Task 1.0	Limited Due Diligence	\$ 300
	Conceptual Site Plan	\$ 850
	Virtual Pre-Application Meetings (per meeting)	\$ 300
Task 2.0	Site Layout Plan & Details	\$ 7,000
	Grading & Drainage Plan, Profiles & Details	\$ 7,500
	Utility Plan, Profiles & Details	\$ 7,000
	Erosion Control Plan & Details	\$ 650
Task 3.0	Surveying Services	\$ 5,075
	Survey Services Coordination	\$ 750
Task 4.0	Wetland Line Flagging Services	\$ 850
	Wetland Services Coordination	\$ 200
Task 5.0	Geotechnical Services	\$ 4,800
	Wetland Services Coordination	\$ 750
Task 6.0	Osceola County Site Permitting	\$ 6,000
	SJRWMD Permitting	\$ 2,500
	TOHO Water Authority	\$ 3,500
	FDEP "No Permit" Water & Wastewater Determinations	\$ 500
Task 7.0	Stormwater Report & Calculations	\$ 4,500
Task 8.0	Landscape Architecture Plan	\$ 4,500
	Irrigation Plan	\$ 1,000
Task 9.0	Construction	\$ 3,500
	Closeout	\$ 3,500

Consultant Initials



Client Initials_____

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Other Fees

Reimbursables (cost + 15%):

*Reimbursable expenses are expenditures made by the consultant related to their scope of work for the benefit of the project, including plotting & printing, mailings & shippings, and mileage.

Direct expenditures will be billed at cost plus 15%. Mileage will be billed at 65.5¢ per mile driven.

Hourly Rate Schedule:

Rate 1	Principal Engineer	\$200
Rate 2	Senior Professional Engineer	\$150
Rate 3	Professional Engineer	\$125
Rate 4	Project Engineer	\$110
Rate 5	Project Manager	\$110
Rate 6	Engineer	\$90
Rate 7	Senior CAD Operator	\$80
Rate 8	CAD Operator	\$75
Rate 9	Permitting Manager	\$95
Rate 10	Permitting Coordinator	\$75
Rate 11	Administrator	\$60

*Any work not expressly described under the Scope of Services will be billed per the hourly rate schedule, or as agreed to by the parties to this agreement.

Consultant Initials



Client Initials_____

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Client Responsibilities

- All fees and costs including permit, utility and impact Fees
- Legal representation
- ALTA Topographic Survey
- Geotechnical Investigation
- Environmental Reports
- Title
- As-built survey, sketch & legal descriptions, etc.
- Traffic Study
- Building footprint and building utility connections
- Authorization for consultant to permit the project
- Authorization for consultant to access the property

Exclusions

Owner-initiated plan changes to completed work
 Foundations, retaining walls,
 Structural design/analysis of any kind, etc
 Geotechnical evaluation/testing
 Photometrics (site lighting)
 Floodplain study
 Environmental engineering
 (Phase I ESA, wetland remediation,
 threatened and endangered species, etc)
 DRC or planning services
 Platting/lot split
 Traffic study
 Utility Extension(s)
 Public/Private lift station

Variances/Waivers
 Annexation
 As-built drawings
 Surveying
 Environmental Remediation
 Urban Forrester
 Record Drawings
 Environmental Impacts
 Signs or sign permitting
 Expert witness testimony
 Construction management
 Architectural Services
 Public Hearings
 Offsite road improvements

Terms of Agreement

Invoices shall be submitted monthly and shall be due within 30 days. Payment shall be made to Common Oak Engineering, LLC (Consultant) and in no way is payment to the consultant dependent upon a release schedule from Lender or third party. Amounts unpaid when due, shall bear interest from the date due at the rate of 1.5% per month until paid. Said interest rate shall continue after the consultant obtains a judgment against the client for the delinquent accounts. If additional efforts must be expended in collection, all costs relating to the collection process, including attorney's fees, shall be considered a direct project expense added to the outstanding balance to the client.

If the client fails to make payments within 60 days of the invoice date, such failure shall be considered substantial non performance and cause for termination or for suspension of performance of services of consultant's services.

This fee is based on a continual flow of work for the project. Repeated starting and stopping or lengthy waiting for the information will increase the project time resulting in the need for additional compensation to the consultant. Projects canceled prior to completion shall be invoiced at the percentage complete, or \$125 per hour for time expended up to the cancellation, plus all reimbursable project expenses.

The Agreement and any and all disputes arising between these parties shall be governed by the laws of the State of Florida. The client hereby agrees that proper venue for any and all disputes arising from this Agreement or between the parties shall be brought in a court of competent jurisdiction in Orange County, Florida and waives all rights to pursue an action in a foreign jurisdiction.

All drawings, reports, specifications or other documents prepared in connection with the project shall be the property of the engineer until such time as payment has been made in full for all services rendered under this agreement.

Considering the relative risks and benefits of the project both to the client and the consultant, the client agrees that, to the fullest extent permitted by law, the consultant's total liability to the client for any and all injuries, claims, losses, expenses, damages or claims arising out of this agreement, from any cause, shall not exceed the total amount of the consultant's fee. Such causes include but are not limited to, the consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

The client agrees to defend, indemnify and hold the consultant harmless from all claims for liability in excess of the limits set forth above, for injury or loss sustained or alleged by any person or entity, whether a party to this agreement or not and allegedly arising out of the consultant's performance or services.

This contract is valid for 60 days and is subject to adjustment thereafter.

Consultant Initials



Client Initials_____

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Consultant

Client



Jeremy Anderson, P.E.

Manager
Title

September 26, 2024
Date

Signature

Title

Date

Consultant Initials



Client Initials_____

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CARBON**JOHNSTON'S
SURVEYING INC.**

900 Cross Prairie Pkwy • Kissimmee, FL 34744

Phone: (407) 847-2179

Fax: (407) 847-6140

EMAIL**To: Mr. Jeremy R. Anderson, P.E.**

From: Rick D. Brown

Email: jeremy@commonoakengineering.com **Pages:** 5

Phone: (407) 951-5915**DATE:** September 23, 2024

**Re: PROPOSAL FOR SURVEYING – Survey support services for Tract D,
Harmony, Phase 3, PB 20, Page 120-128**

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

● Comments:

Please find attached our proposal for surveying services for the above referenced project.

If you have any questions or comments, please let me know. You can reach me at:
Ofc: 407-847-2179 x-229 or Email: rick@jsurveying.com.



September 23, 2024

Harmony CDD
210 N. University Dr, Ste 702
Coral Springs, FL 33071

RE: PROPOSAL FOR SURVEYING SERVICES
Survey support services for Tract D, Harmony, Phase 3, PB 20, Page 120-128

Dear Sir/Madam:

Pursuant to a request from Jeremy R. Anderson, P.E. with Common Oak Engineering, LLC for surveying services on the above referenced site.

TASK I: Prepare a boundary & topographic survey of the above referenced parcel. Survey will find or set all boundary corners and locate visible manmade improvements on the property. Topographic survey will gather spot elevations on sufficient grid interval on the upland portion of the property, using GPS and convention survey data collection. Elevations will be based on NAVD 1988 Vertical Datum and Horizontal will be based on State Plane Coordinates Florida East Zone.

Final deliverable will be a boundary & topographic survey prepared in AutoCAD.

TASK II: Locate flags and paint marks of underground utilities as placed by Subsurface Solutions. Surveyor will coordinate with Subsurface Solutions on the surface designation, location of existing utilities within the limits outlined above. Elevations will be based on NAVD 1988 Vertical Datum, and horizontal data will be Florida State Plane East Zone.

Summary of Fees:

JSI proposes a lump sum fee of:

TASK I & TASK II: **\$3,500.00**

Subsurface Solutions price proposal attached hereto, which is separate from the Johnston's Surveying fee above, is as follows:

Price Proposal **\$1,575.00**

Total fee including JSI and Subsurface Solutions: \$5,075.00

Any additional surveying services outside the above scope will be billed at an hourly rate.

Harmony CDD
September 21, 2024
Page 2

RE: PROPOSAL FOR SURVEYING SERVICES
Survey support services for Tract D, Harmony, Phase 3, PB 20, Page
120-128

All work will be completed under the direct supervision of a professional surveyor and mapper licensed to practice in the State of Florida and work will be in accordance with the Standards of Practice set forth by the Florida Administrative Code 5J-17.051 for Surveyors & Mappers, pursuant to Section 472.027 Florida Statutes.

We appreciate the opportunity to present this proposal and look forward to working with you on this project. If you have any questions, please let me know.

Respectfully,

A handwritten signature in blue ink, appearing to read "R.D. Brown", followed by a horizontal flourish.

Richard D. Brown
President

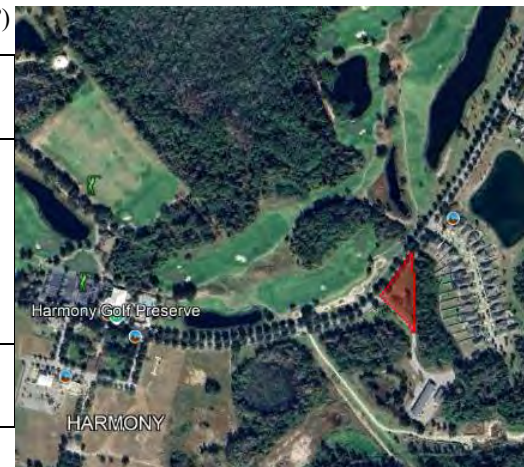


Subsurface Investigation Proposal

407.501.5040

www.subsurface-solutions.com

This Agreement is entered into by and between D & E Short, LLC d/b/a Subsurface Solutions ("Subsurface Solutions") and the undersigned Customer as of the date indicated below. Pursuant to the terms and conditions of this Agreement, Subsurface Solutions shall provide the following services (collectively, the "Work") at the following site address (the "Property")



Site Address: Lands on Five Oaks Dr. Harmony, FL

Services/Scope of Work: Subsurface Solutions shall examine and survey the above-referenced Property **to locate utilities in area outlined in Red as shown in figure totaling ~1.0 acres**, using Ground Penetrating Radar (defined below), in accordance with ASCE Standard 38-02, Quality Level "B" and/or an Electro Magnetic Pipe Locator. Subsurface Solutions shall also provide a rough drawing of the items located using Ground Penetrating Radar and/or an Electro Magnetic Pipe Locator overlaid on a satellite image of the Property.

Price: \$1,575

Terms and Conditions

1. Customer acknowledges and agrees that it has read and understood the terms of this Agreement, including, but not limited to, the Limitations (defined below), and that a portion of the terms and conditions are contained online at <https://subsurface-solutions.com/terms>, as more fully described below.

2. Ground Penetrating Radar means a 350MHz Hyperstacking GPR antenna, which is mounted in a stroller frame and rolls over the surface of the ground. The surface needs to be reasonably smooth and unobstructed in order to obtain readable scans. Obstructions such as curbs, landscaping, and vegetation will limit the feasibility of GPR. The data is displayed on a screen and marked in the field in real time. GPR works by sending pulses of energy into a material and recording the strength and the time required for the return of the reflected signal. Reflections are produced when the energy pulses enter into a material with different electrical properties from the material it left. The strength of the reflection is determined by the contrast in signal speed between the two materials. The total depth achieved can be as much as 8' or more with this antenna but can vary widely depending on the conductivity of the materials. The patented hyperstacking antenna has the ability to improve depth penetration and resolution when compared with a traditional GPR antenna.

3. An Electro Magnetic Pipe Locator can detect the electromagnetic fields from live power or radio frequency signals. It can also be used in conjunction with a transmitter to connect directly to accessible, metallic pipes, risers, or tracer wires. A current is sent through the pipe or tracer wire at a specific frequency and the resulting EM field can then be detected by the receiver. The receiver is moved over the surface without coming in contact with the ground so it is not affected by terrain. Depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. Depths achieved can be as much as 20' depending on the type of signal being traced or methods used.

4. Customer acknowledges the following "Limitations" involved in the use of Ground Penetrating Radar ("GPR") services in underground applications. GPR is an industry-recognized tool for detecting objects underground, however, site restrictions and environmental conditions can limit the accuracy and effective depth of GPR. For underground scanning, depth is completely dependent on the composition of soils in the area being surveyed. Customer acknowledges and agrees that for every foot in depth penetration with the GPR equipment, the pipe/utility must be at least 1" in diameter to be located. For example, at 4 feet in depth, the pipe/utility must be 4" or larger to be detected. Some types of pipes are difficult to locate, such as clay or concrete pipes, and empty PVC type pipes. Given these factors, Subsurface Solutions CANNOT guarantee it will be able to locate ALL utilities on site.

5. I have been made aware of the Terms and Conditions governing Subsurface Solutions' Work at the Property, which are available on Subsurface Solutions website by visiting [terms/conditions](https://subsurface-solutions.com/terms). I can also request a printed copy of the full terms and conditions applicable to this Agreement by info@subsurface-solutions.com. I agree that Subsurface Solutions' Work is subject to those online terms and conditions and that the Parties are bound to and agree to those online terms and conditions, which are hereby incorporated into this document, and any invoices or estimates that are part of the Work, by reference.

By signing below, I agree that I have read, understood, and agree to the foregoing terms and conditions.

Customer Signature: _____ Company: _____ Job#: _____

Customer Printed: _____ Title: _____ Date: _____

JOHNSTON'S SURVEYING INC.

900 Cross Prairie Pkwy • Kissimmee, FL 34744

Phone: (407) 847-2179

Fax: (407) 847-6140

CONDITIONS OF PROPOSAL ACCEPTANCE

HARMONY CDD - TRACT D, HARMONY PH. 3 – BOUNDARY, TOPO & LOCATE UNDERGROUND UTILITIES

Services and fees outlined in this proposal dated 9-23-24 are subject to the following conditions:

1. This fee does not include any services for outside consultants.
2. All reimbursable expenses, including but not limited to, blueprinting, photographic work, photocopies and express charges will be billed separately and independently of the contract amount.
3. All services are based on a "one-time" performance only. Any additional services not outlined will be performed at our normal hourly rates, after client authorization.
4. The client is responsible for any application or review fees required by governmental or regulatory agencies for plan submittals.
5. All application or review fees and reimbursable expenses, except blueprints, paid directly by consultant will be subject to a 15% surcharge.
6. We cannot guarantee governmental or regulatory agency approvals, nor is our fee dependent on such.
7. Invoices will be considered due and payable within 10 days of the date of the invoice. All "past due" invoices are subject to interest attached at 1.5% per month, 18% per annum.
8. The client has the right to terminate this agreement with a 10 working day advance written notice. If such termination takes place, the consultant will present a final invoice based on the percentage of the completed project.
9. Should it become necessary for the consultant to utilize its attorney to collect fees due the consultant, the client agrees to bear the cost of collection, including reasonable attorney's fees.
10. Retainer of \$0 will be required upon execution of this contract.

If this proposal meets with your approval, please return one copy (executed with the original signature of the party responsible for payment) to this office. Upon receipt, it shall be deemed a mutually binding contractual agreement between the signing parties. If this proposal is not executed and returned to this office within 90 days, it shall be null and void. Any fees associated with this proposal are subject to increase if this contract is still in force at the end of one year.

CONSULTANT: 
Richard D. Brown – President

DATE: 09-23-2024

ACCEPTED BY: _____

DATE: _____

COMPANY: _____

POSITION: _____



Proposal Number: 0757-435242
September 23, 2024

Professional Service Industries, Inc.
1748 33rd Street, Orlando, FL 32839
Phone: (407) 304-5560
Fax: (407) 304-5561

Jeremy R. Anderson, P.E.
Common Oak Engineering, LLC
4016 Edgewater Drive
Orlando, FL 32804

RE: Proposal
Geotechnical Engineering Services
Five Oaks Drive Community Maintenance Facility
Five Oaks Drive and Feathergrass Court
Saint Cloud, Osceola County, Florida

Dear Mr. Anderson:

Pursuant to your request, **Professional Service Industries, Inc. (PSI), an Intertek company**, is pleased to submit this proposal for providing geotechnical engineering services for the referenced project. This proposal presents our proposed scope of services, as well as information on scheduling and fees. Our proposal is based on the boring sites being accessible to our truck-mounted drilling equipment, and the work being performed during normal business hours.

Project Information

The subject site is located approximately 350 feet south of the intersection of Five Oaks Drive and Feathergrass Court in Saint Cloud, Osceola County, Florida. According to information provided by the client and reviewed from the Osceola County Property Appraiser's website, the Parcel ID is 30-26-32-3117-000P-00D0 and the property is owned by HARMONY CDD. Aerial imagery from Google Earth Pro shows that the 0.609±-acre site primarily consists of grass-covered areas, with sparse tree coverage concentrated in the southern portion.

PSI has been provided with a site development plan and topographic survey. Based on the information provided, the project entails the construction of the Five Oaks Drive Community Maintenance Facility, which will include an approximately 1,125-square-foot, single-story maintenance building and an adjacent 900-square-foot "lean-to" type covered storage area, along with associated pavements. The proposed building is anticipated to be either a pre-engineered metal or masonry structure with a monolithic concrete slab foundation.

Stormwater management for the site will be facilitated by a stormwater pond situated south of the building. Foundation loads for the proposed building were not available to PSI at the time of preparing this proposal. However, based on the information provided to us and our experience with similar structures, we anticipate maximum column, and wall loads to be in the range of 75 kips and 3 kips per foot, respectively.

The above-mentioned information/assumptions were used in the preparation of this proposal. Adjustments to the scope of services may be required if the planned development differs from the noted information/assumptions.





Proposal Number: 0757-435242

Common Oak Engineering, LLC

September 23, 2024

Page 2 of 4

Scope of Geotechnical Services

The purpose of this evaluation is to obtain information on the general subsurface soil and groundwater conditions at the proposed project site. The subsurface conditions encountered will then be evaluated with respect to the available project characteristics. Design-level geotechnical engineering evaluations for the following issues will be addressed:

1. Feasibility of utilizing a shallow foundation system for support of the proposed building with a slab-on-grade floor system.
2. Design parameters required for the foundation system, including allowable bearing pressure, foundation level and expected settlements.
3. Soil subgrade preparation, including stripping, grubbing and compaction. Engineering criteria for placement and compaction of approved structural fill materials.
4. General location and description of potentially deleterious materials encountered in the borings which may interfere with construction progress or structure performance, including existing fills or surficial organics.
5. Identification of groundwater levels including estimated normal seasonal high groundwater levels.
6. Recommendations for pavement design and construction.
7. Recommendations for design of the planned stormwater pond, including estimated normal seasonal high groundwater level, permeability rates (vertical and horizontal), soil fillable porosity and base of aquifer level.

The following services will be provided in order to achieve the preceding objectives:

1. Review readily available published geologic and topographic information. This published information will be obtained from the appropriate quadrangle map published by the United States Geological Survey (USGS) and the "Soil Survey of Osceola County, Florida" published by the United States Department of Agriculture (USDA) Soil Conservation Service (SCS).
2. Execute a program of subsurface sampling and field testing. As requested, PSI proposes to perform three (3) Standard Penetration Test (SPT) borings in the proposed building footprint to a depth of 15 feet. In the SPT borings, samples will be collected and Standard Penetration Test resistances (N-values) will be measured virtually continuously for the top ten (10) feet and on intervals of five (5) feet thereafter to boring termination.

We will also perform six (6) auger borings to a depth of 7 feet below the existing ground surface in the proposed pavement/driveway areas. Additionally, two (2) auger borings will be performed in the stormwater pond areas to a depth of 15 feet below the existing ground surface. In the auger borings, samples will be recovered at each change in soil stratum. We will obtain one (1) Shelby tube soil sample from within the pond area for permeability testing.



Proposal Number: 0757-435242

Common Oak Engineering, LLC

September 23, 2024

Page 3 of 4

Upon completion of drilling operations, the boreholes will be backfilled with soil cuttings. The boring locations will be established in the field using a hand-held GPS device and the provided site plan.

3. Visually classify and stratify representative soil samples in the laboratory using the Unified Soil Classification System (USCS). Conduct a limited laboratory testing program. Identify soil conditions at each boring location and formulate an opinion of the site soil stratigraphy.
4. Collect groundwater level measurements in the boreholes at the time the borings are performed and estimate normal seasonal high groundwater levels.
5. The results of the field exploration and laboratory tests will be used in the engineering analysis and in the formulation of our design-level geotechnical engineering recommendations for the project. The results of the subsurface exploration, including the recommendations and supporting data, will be presented in a written engineering report.

Schedule

We are in a position to start work on the assignment upon receipt of authorization to proceed. The first task will be to coordinate obtaining utility clearance for the borings which typically takes 3 to 4 business days. The Sunshine 811 service will only locate publicly owned utilities. Therefore, we will need your assistance in identifying any privately-owned utilities if present on the site. We anticipate 1 to 2 days for completion of the field work. Engineering and laboratory testing will be initiated thereafter, requiring a further 5 to 6 workdays to complete following field activities. From notice to proceed through submittal of a report will require about 4 weeks.

Service Fee

We propose the fee for performance of the above-outlined services be determined on a lump-sum basis and the work be performed pursuant to our General Conditions. A copy of our General Conditions is attached herewith and incorporated for reference into this proposal. On the basis of the noted scope of work, PSI's fee for the project will be **\$4,800.00**.



Proposal Number: 0757-435242

Common Oak Engineering, LLC

September 23, 2024

Page 4 of 4

Closure

We appreciate the opportunity to offer our services to you and look forward to working with you on this project. If this proposal is acceptable, please sign below as notice to proceed and return one (1) copy of this proposal intact to our office. Should you have any questions in regard to this proposal, please do not hesitate to contact this office.

Sincerely,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Paola Castillo, MS.c, M.Eng
Staff Engineer

Robert A. Trompke, P.E.
Principal Consultant/Florida Geotechnical Practice Leader

0757-435242 (Harmony CDD - Utility Building Geo Proposal).docx

Attachment

- PSI General Conditions

AGREED TO THIS _____ DAY OF _____, _____

BY (Please Print): _____

TITLE: _____

COMPANY: _____

SIGNATURE: _____

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

10. ALLOCATION OF RISK, LIMITATION OF LIABILITY, AND RELEASE OF INDIVIDUAL EMPLOYEES AND AGENTS: PURSUANT TO FLORIDA STATUTE § 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF PSI MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

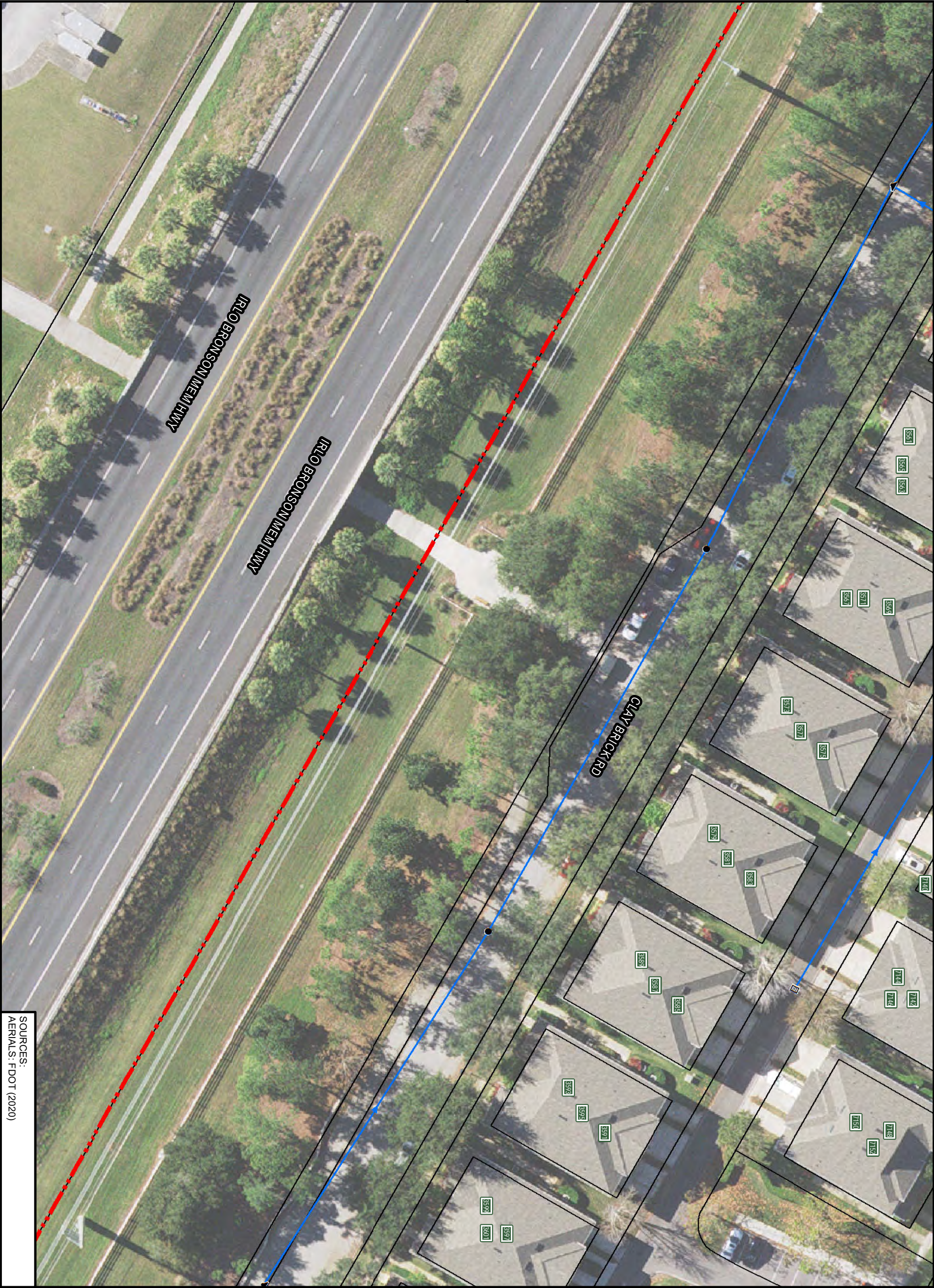
NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

- 11. INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
- 12. TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
- 13. EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
- 14. FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
- 15. RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
- 16. CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
- 17. PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
- 18. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

Ponds P2-2 & P2-3 **Bathymetric Survey** **[Click To View]**

{link works in browser, not off-line}

Document Path: L:\Projects_Drainage\CDDs\MSC-22055 Harmony District Engineer\04 - Figures and Exhibits\Figure 1 - Pedestrian Safety Issue (Clay Brick Road).mxd



SOURCES:
AERIALS: FDOT (2020)




Pegasus
ENGINEERING

301 WEST STATE ROAD 434, SUITE 309
WINTER SPRINGS, FL 32708
TEL: 407-992-9160 • FAX: 407-358-5155
WEB: WWW.PEGASUSENGINEERING.NET



**PEDESTRIAN SAFETY ISSUE
CLAY BRICK ROAD & SIDEWALK
UNDER U.S. HIGHWAY 192/441**
HARMONY COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA



SCALE: 1" = 40'

0 40

FIGURE

1

JOB NO.: MSC-22055
DATE: 6/1/2024

CARBON

33533 Hwy Brick Rd



Exit Street View

Agenda Page 40

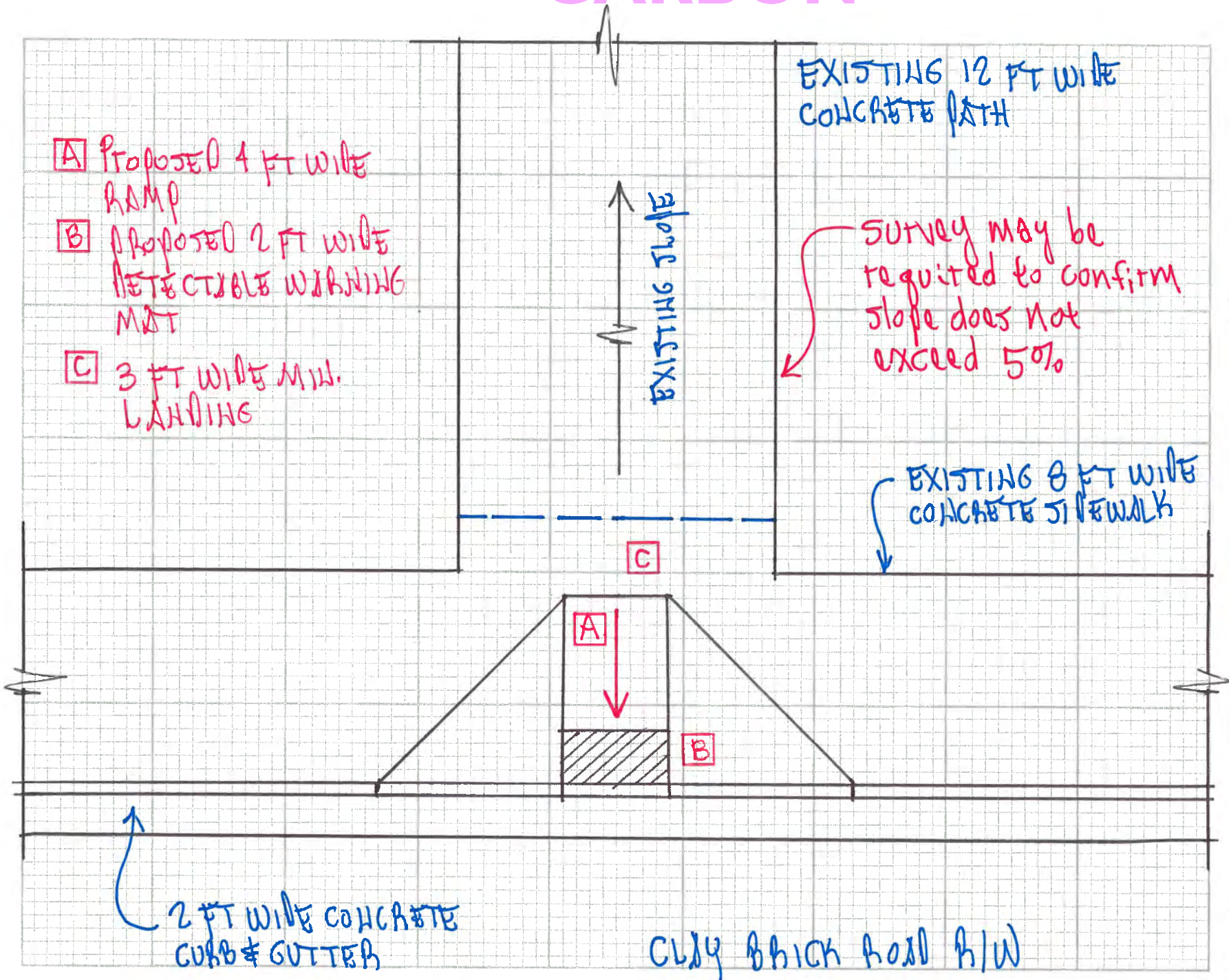


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Google Earth

Fax 407/849-9401

OF



CARBON









CARBON



LAST
REVISION
11/01/20

DESCRIPTION:



FY 2023-24
STANDARD PLANS

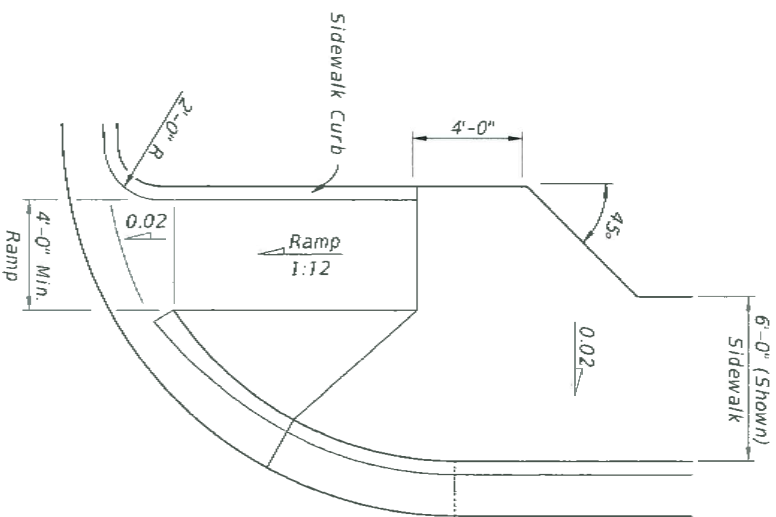
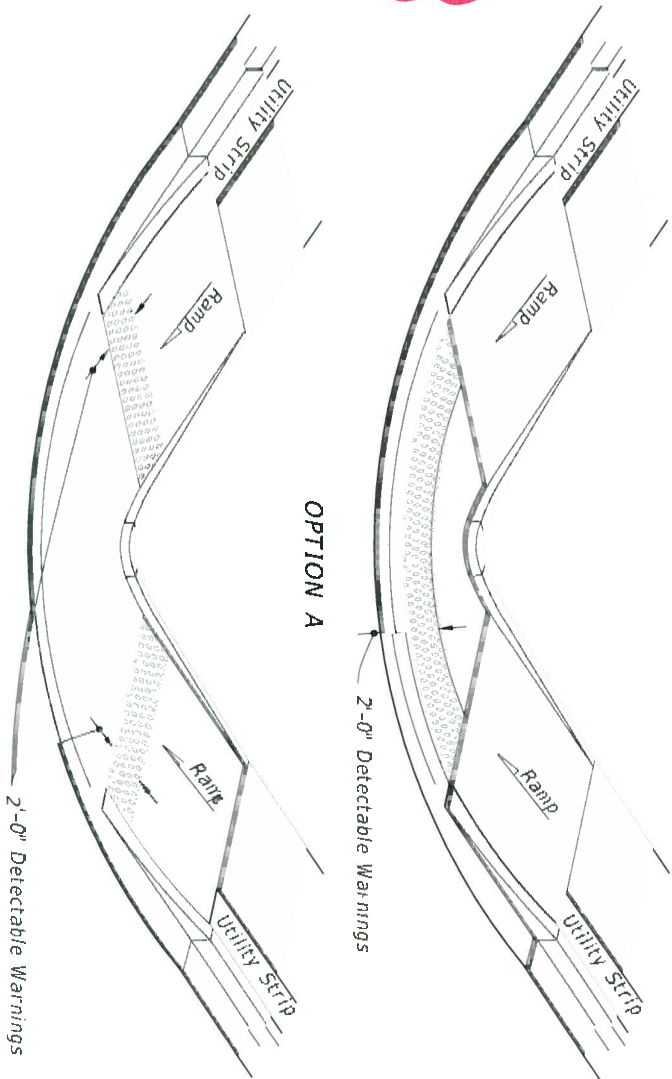
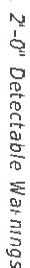
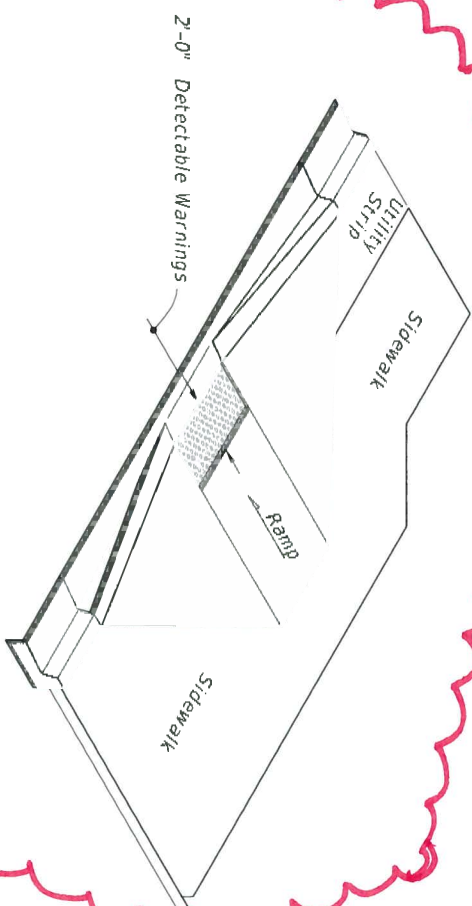
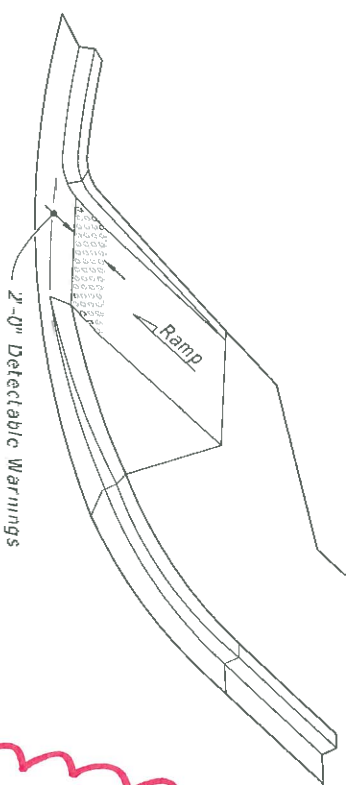
DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS

INDEX

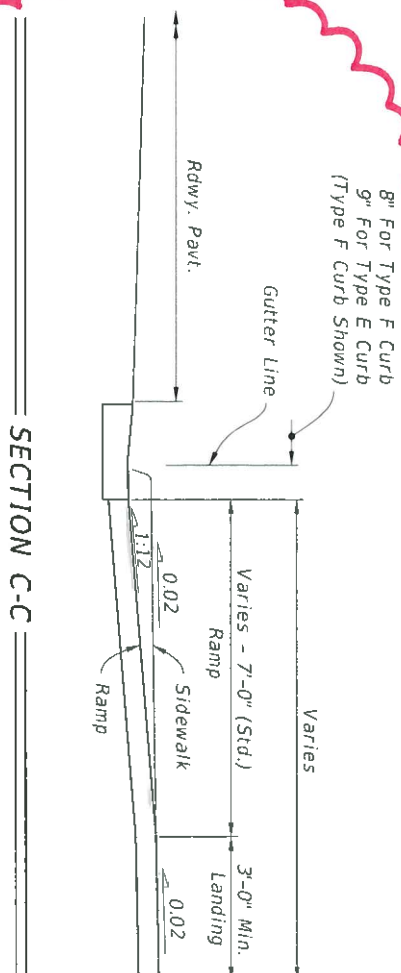
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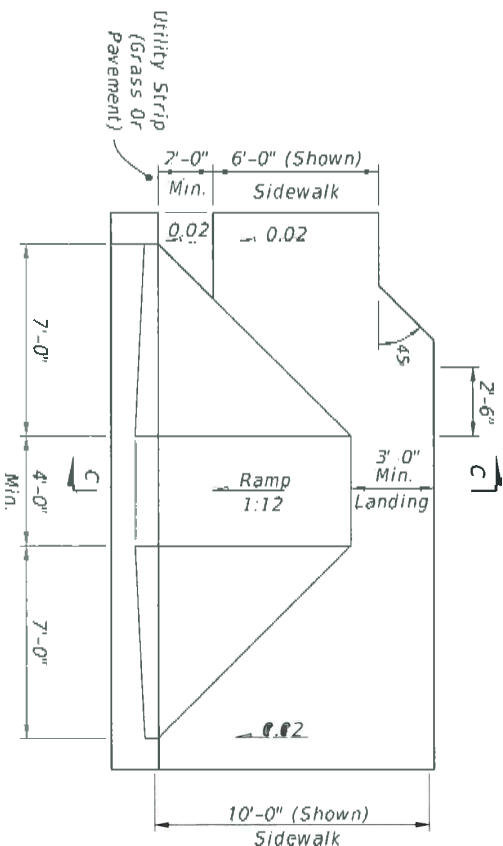
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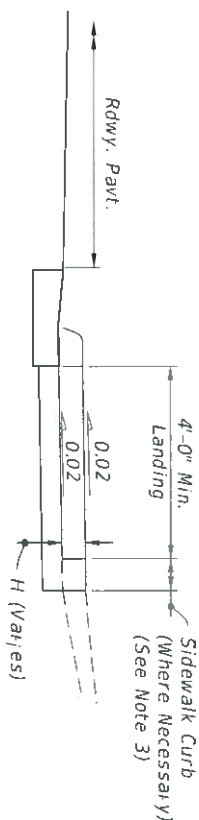
PLAN VIEW



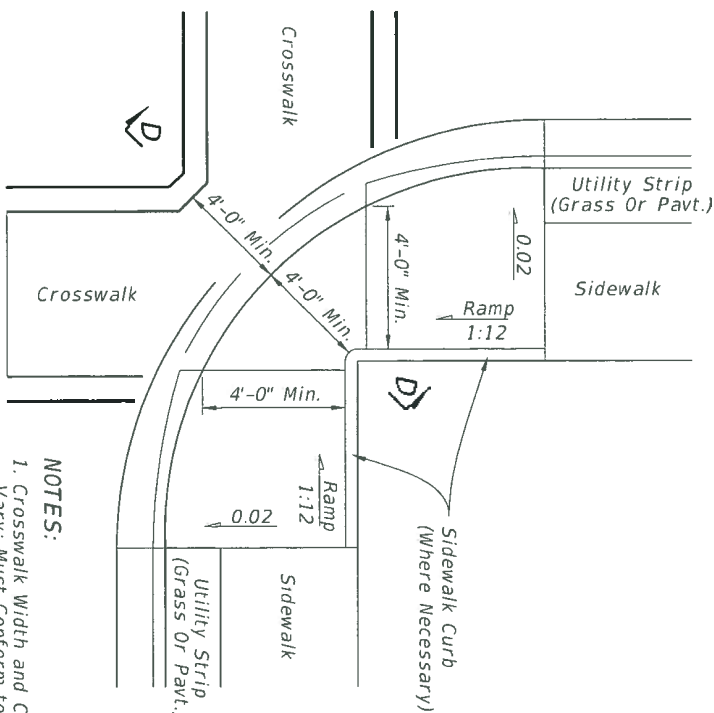
SECTION C-C



PLAN VIEW



SECTION D-D



PLAN VIEW

NOTES:

1. Crosswalk Width and Configuration Vary; Must Conform to Index 711-001.
2. 15' Radius Curve Shown for CR-L.
3. For additional information on sidewalk curb construction, see SIDEWALK CURB OPTIONS details on Sheet 3.

CR-1

SIDEWALK CURB RAMPS CR-H, CR-K & CR-L

Element Environmental LLC
PO Box 1158
Mulberry, FL 33860 US
Jpiney@elementenv.com



Estimate

ADDRESS

Inframark - Harmony CDD
313 Campus Street
Celebration, FL 34747

ESTIMATE # 1113

DATE 09/12/2024

PROJECT SCOPE

AMOUNT

Drainage

16,280.00

Harmony CDD - The Estates drainage improvements.

Element Environmental will provide all labor, equipment, and materials to complete the following scope:

-Clear path between each inlet box. No large trees will be removed.

-Excavate and core existing inlet boxes to fit 12"ADS drain pipe. Seal new connections.

-Install 100 +/- feet of 12" ADS drain pipe on the slope indicated on plan provided. Bedding stone will be installed under the pipe per plan.

-Install 2 nyoplast drains to connect to 12" line.

-Pipe will be covered and graded. NO sod included with the exception of any disturbed area with the existing St Augustine lawns.

Miscellaneous

400.00

6 - Pipe Anchors will be installed per the plan provided. Parts and labor.

Thank you and have a great day!

TOTAL

\$16,680.00

TERMS AND CONDITIONS OF PAYMENT

Net 30 days

Prices quoted are valid for 90 days from the date of this proposal.

Thank you for the opportunity to partner with you on this project.

Sincerely,

James "PJ" Piney
ELEMENT ENVIRONMENTAL
863-797-9970

The undersigned parties warrant that they are authorized representatives of their respective companies or residence and have the requisite authority to bind their employer and/or principle.

Client Signature: _____ **Date:** _____

Print Name / Title: _____

Element Environmental

Signature: _____ **Date:** _____

Print Name / Title: _____

General Terms and Conditions

Estimate Approval: The authorizing party automatically enters a contract with Element Environmental when they confirm their estimate, pay a deposit, and/or verbally agree to the description and cost via our scheduling application. The authorizing party cannot request additional work from the crew directly unless it is approved by the project manager, and the additional costs are expressly approved by the authorizing party.

Scheduling: Job scheduling is dependent on weather conditions, workload, and geographic relationship to other scheduled work and other unforeseen issues. Element Environmental will do our best to meet all scheduled work dates but shall not be liable for damages due to delays. If the client requires that they be on site the day of the job, this must be expressed when confirming the estimate. If times are given, they are approximate, and Element Environmental will not be responsible for being late or early.

Cancellation of Work: The customer shall provide at least 24 hours' advance notice of any full or partial work cancellation. If a crew has been mobilized to the job site, the customer will be assessed a mobilization fee of \$250.00 for incurred expenses. If the job site is made inaccessible to the crews of Element because of parked vehicles or other obstructions a \$300 fee will be assessed.

Withdrawal of Proposal by Element Environmental: Proposals for work expire within 90 days of estimate unless otherwise noted. Element Environmental reserves the right to withdraw a proposal for any reason. In cases where Element Environmental withdraws a proposal (before work has begun), all deposits and payments will be refunded.

Completion of Contract: Element Environmental agrees to do its best to meet performance dates but shall not be liable in damages or otherwise for delays because of inclement weather, labor, or any other cause beyond its control.

Insurance by Contractor: Element Environmental warrants that it is insured for liability resulting from injury/damage to person(s) or property and that all employees are fully covered by Workers' Compensation as required by law. Current Certificates of Insurance are available upon request.

Safety & Tree Care Standards: All Element Environmental arboricultural operations will follow the latest version of the ANSI Z133.1 industry safety standards. All work is performed in accordance with the Best Management Practices (BMPs) set forth by the International Society of Arboriculture (ISA) as well as current American National Standards Institute (ANSI) Standards for Tree Care Operations. The authorizing party agrees to not enter the work area during arboricultural operations unless authorized by the crew leader on site.

Concealed Contingencies: Element Environmental is not responsible for damage to underground sprinklers, drain lines, invisible fences, or underground cables unless the system(s) are adequately and accurately mapped by the authorizing party. Any additional work or equipment required to complete the work, caused by the authorizing party's failure to make known or caused by previously unknown foreign material in the trunk, the branches, underground, or any other condition not apparent in estimating the work specified, shall be paid for by the customer on a time and materials basis.

Driveways/Sidewalks/Lawns: Element Environmental will reasonably attempt to minimize damage to driveways, sidewalks, lawns, patios or other property. In the event that our equipment causes settling, cracking, or other damage to driveways and/or sidewalks, and/or disturbances to the customer's lawn, or property, Element Environmental is not liable for any repairs or incurred costs.

Tree Risk: When prominent risk conditions in trees are detected by Element Environmental, we will make every effort to proceed with the work promptly. However, Element Environmental does not assume any liability for any accident, damage or injury that may occur on the ground or on any other object or structure prior to the work beginning, nor are we liable for any unforeseen hazards encountered.

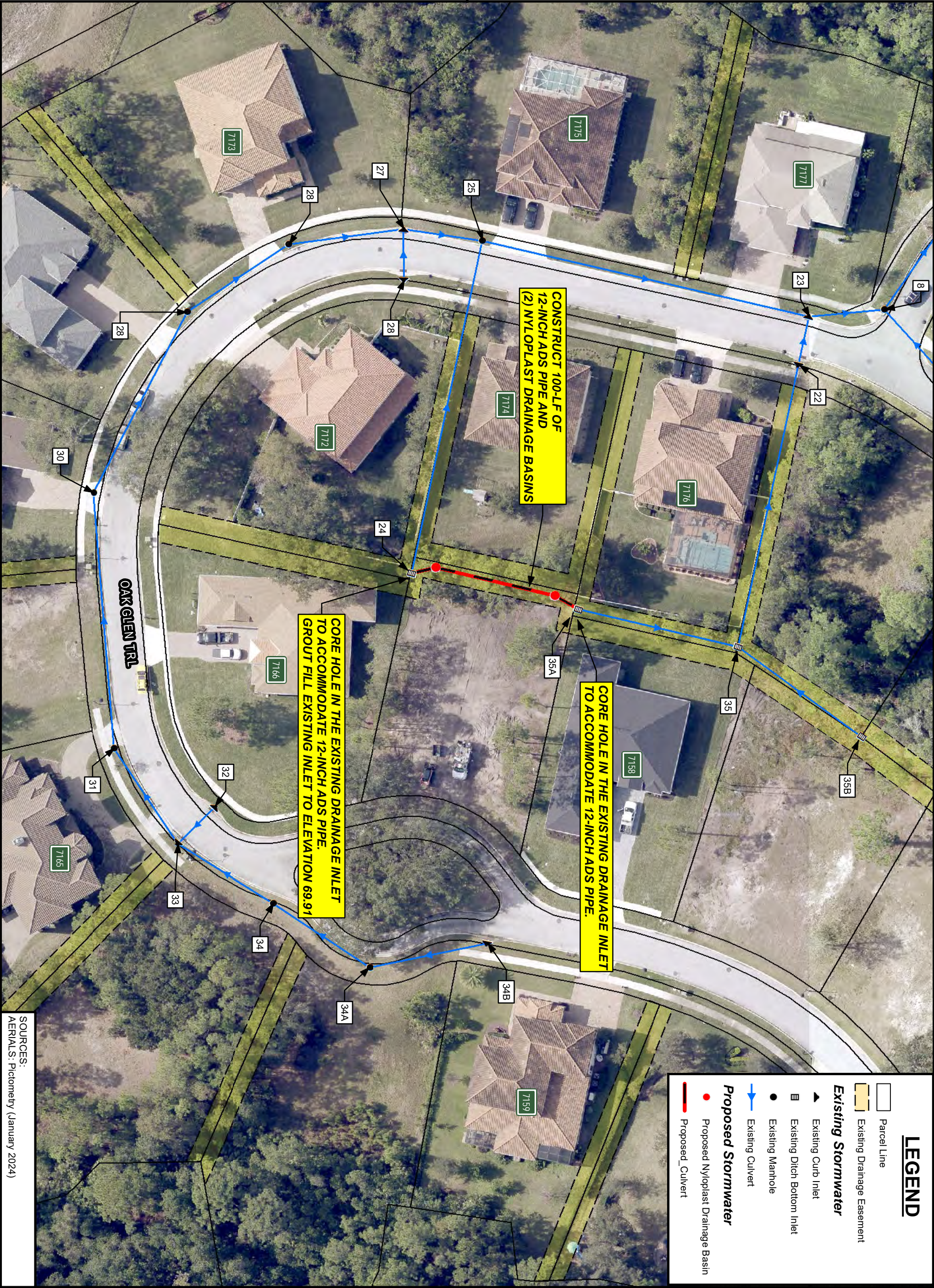
Site Preparation: Customer agrees to remove or clearly mark any hazardous debris within the site. Items such as plastic tarps, tires, rebar, large metal objects, etc. can be detrimental to clearing equipment. Element Environmental reserves the right to charge daily rate pricing in the event that such debris are not removed or clearly marked causing equipment to break down and need repairs. If such an event occurs, Element Environmental agrees to communicate with the client and work diligently to repair equipment in a timely manner.

Ownership: The customer warrants that all trees, plant material and property upon which work is to be performed are either owned by him/her or that permission for the work has been obtained by the owner. The customer is solely responsible for obtaining any required permit to complete the work. Element Environmental is to be held harmless from all claims for damages resulting from the customer's failure to obtain such permission and permits.

Billing, Deposits, Terms of Payment: The final invoice for the balance due will be issued via email and/or text message at the completion of work. For extended period projects lasting several weeks, or other proposals requiring upfront purchase of materials, progress payments will be required prior to commencement of the job. Payment responsibility automatically falls to the authorizing party; it is not the responsibility of Element Environmental to wait for or seek payment from a third party (neighbor, insurance company, client, etc.). All invoices are payable upon completion of issuance of invoice. Accounts not paid in full within 15 days will result in a finance charge of 5% per month. Any fees incurred due to insufficient funds or returned checks will be the responsibility of the authorizing party and are subject to the terms of the original invoice. Please note that additional services will be delayed or cancelled due to outstanding balances.

Permitting: Hiring contractor will be responsible for obtaining any required permits prior to the start of any work.

Document Path: L:\Projects_Drainage\CDDs\MSC-22055 Harmony District Engineer\01 - District Engineer Assignments\37 - The Estates Drainage Improvements\Figures\01 - The Estates Drainage Improvements.mxd



SOURCES:
AERIALS: Pictometry (January 2024)

LEGEND

- Parcel Line
- Existing Drainage Easement
- Existing Stormwater**
 - Existing Curb Inlet
 - Existing Ditch Bottom Inlet
 - Existing Manhole
 - Existing Culvert
- Proposed Stormwater**
 - Proposed Nyloplast Drainage Basin
 - Proposed_Culvert



SCALE: 1" = 50'
0 50

THE ESTATES
DRAINAGE IMPROVEMENTS
HARMONY COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA



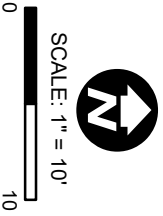
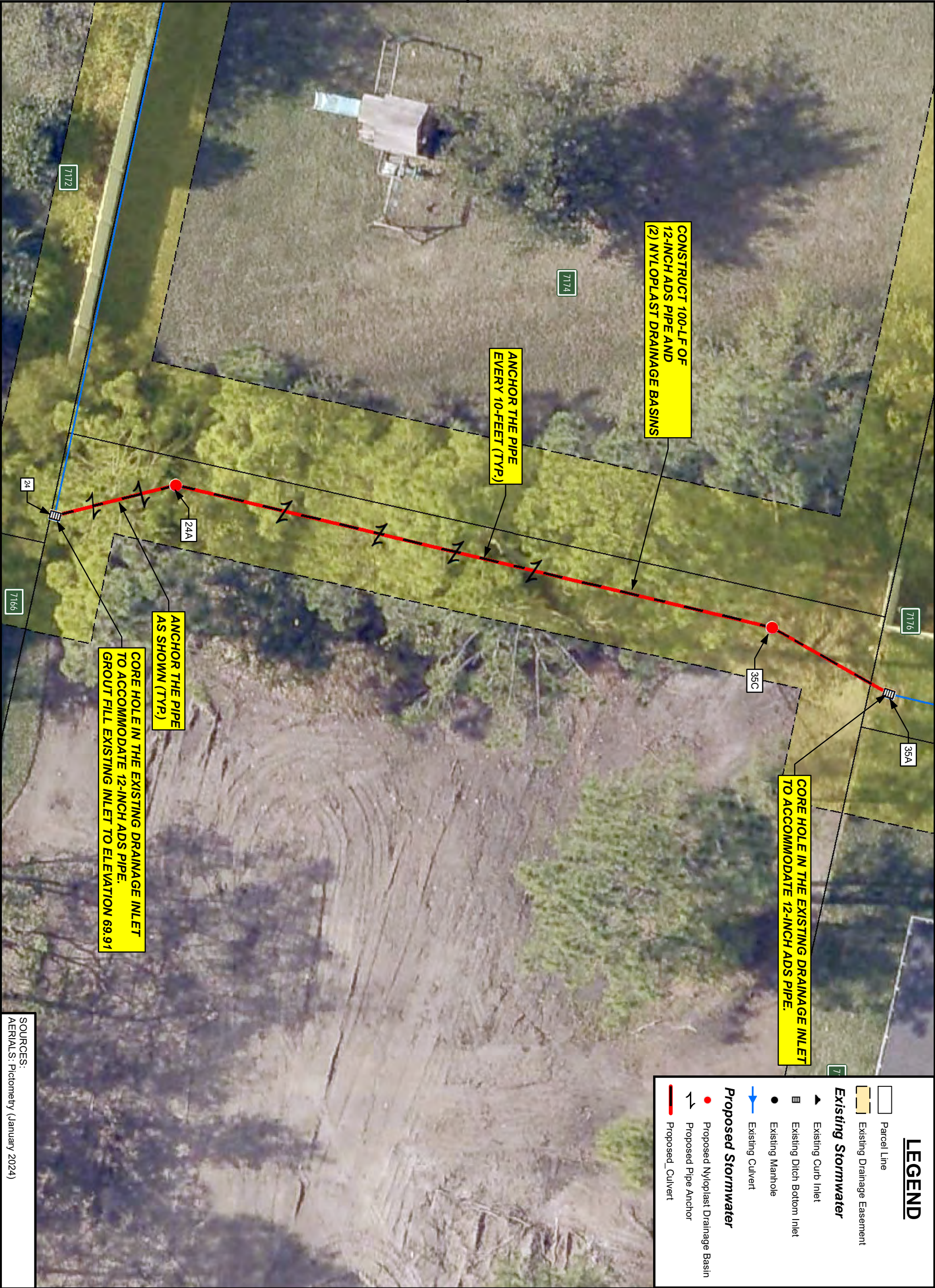
Pegasus
ENGINEERING
301 WEST STATE ROAD 434, SUITE 309
WINTER SPRINGS, FL 32708
TEL: 407-992-9160 • FAX: 407-358-5155
WEB: WWW.PEGASUSENGINEERING.NET

FIGURE
1A

JOB NO.: MSC-22055
DATE: 8/28/2024

CARBON

Document Path: L:\Projects_Drainage\CDDs\MSC-22055 Harmony District Engineer\01 - District Engineer Assignments\37 - The Estates Drainage Improvements\Figures\01b - The Estates Drainage Improvements.mxd



**THE ESTATES
DRAINAGE IMPROVEMENTS**

HARMONY COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA

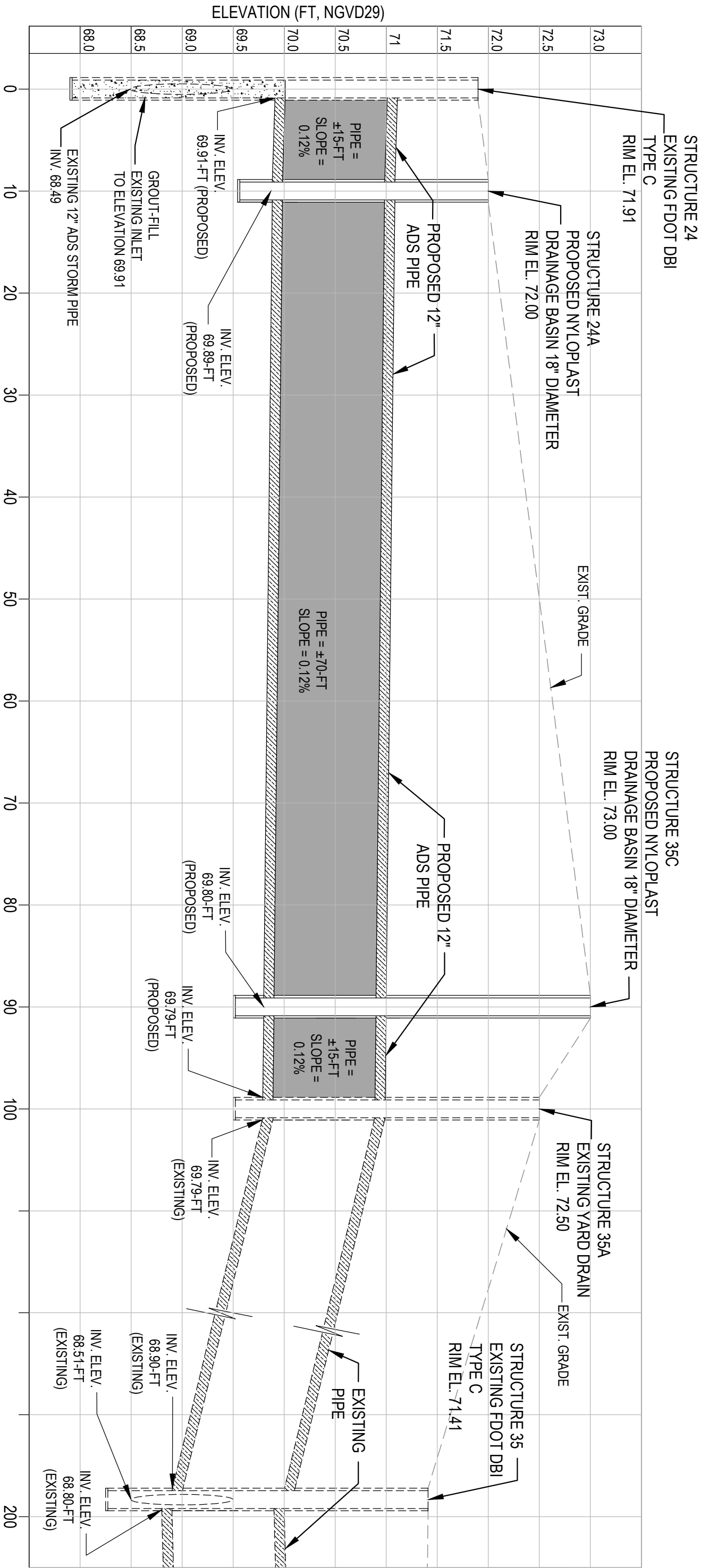


 **Pegasus**
ENGINEERING

301 WEST STATE ROAD 434, SUITE 309
WINTER SPRINGS, FL 32708
TEL: 407-992-9160 • FAX: 407-358-5155
WEB: WWW.PEGASUSENGINEERING.NET

JOB NO.: MSC-22055
DATE: 9/11/2024

FIGURE
1B



- NOTES:
- Elevations reference the National Geodetic Vertical Datum of 1929 (NGVD).
 - Existing structure elevations were obtained from As-built Drawings dated October 31, 2007.

FIGURE 2



301 West SR 434, Suite 309 • Winter Springs, Florida 32708
Tel 407-992-9160 Fax 407-358-5155
Web www.pegasusenineering.net

THE ESTATES DRAINAGE IMPROVEMENTS
HARMONY COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA

PROPOSED SECTION
SCALE: 1" = 10' (HORIZONTAL)
SCALE: 1" = 1' (VERTICAL)

High Resolution Graphic Engineering Design Detail [Click To View]

{link works in browser, not off-line}



October 21, 2024

MSC-22055

Mr. Howard Neal
District Manager
Harmony Community Development District
313 Campus Street
Celebration, Florida 34747

**Re: Harmony Community Development District
Fiscal Year 2023/2024 District Engineer Services**

Subj: Change Order #2

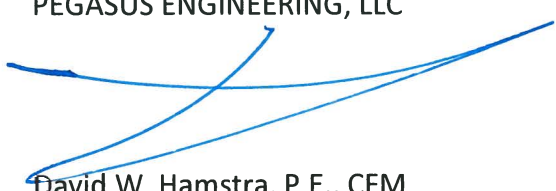
Dear Howard:

The purpose of this letter is to respectfully request a final change order to our Fiscal Year 2023/2024 authorization as the District Engineer for the Harmony Community Development District (CDD). Based on our last two invoices (refer to **Attachments "A" and "B"**) we have exceeded our current **\$75,000** budget. More specifically, as of week ending September 21, 2024, we have incurred \$12,108.40 in over budget engineering fees. With that said, we respectfully request an amount of **\$12,108.40** to cover the current fees over budget for miscellaneous engineering services rendered through September 30, 2024.

We sincerely appreciate the opportunity to continue assisting the Harmony Community Development District and thank you in advance for your consideration of this request. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Respectfully,

PEGASUS ENGINEERING, LLC



David W. Hamstra, P.E., CFM
Stormwater Department Manager


"Engineering a Higher Standard"

301 West State Road 434, Suite 309, Winter Springs, FL 32708 • 407-992-9160 • Fax 407-358-5155
www.pegasusengineering.net

Mr. Howard Neal
October 21, 2024
Page 2

Harmony Community Development District
Fiscal Year 2023/2024 District Engineer Services
Change Order #2

Approved for Pegasus Engineering, LLC

	<u>Principal</u>	<u>October 21, 2024</u>
Fursan Munjed, P.E.	Officer's Title	Date

This Proposal is hereby accepted and authorization to proceed is hereby given.
(Please return one executed copy of this proposal for our Pegasus Engineering records).

_____	_____	_____
Authorized Signature	Officer's Title	Date

Attachment “A”

Pegasus Engineering
Invoice (Billing No. 10)



CARBON

INVOICE

Email invoices to: inframark@avidbill.com

Pegasus Engineering, LLC
301 West State Road 434, Suite 309
Winter Springs, Florida 32708
Phone 407-992-9160

INVOICE DATE: August 31, 2024
INVOICE NO.: 227560
BILLING NO.: 10

TO:

Harmony Community Development District
Inframark
210 North University Drive, Suite 702
Coral Springs, Florida 33071

FOR:

Harmony Community Development District
Fiscal Year 2023 / 2024 District Engineer Services
Project No.: MSC-22055
Period of Service: 06/30/24 – 07/27/24

-
- Authorization: ☐ Letter Proposal dated October 25, 2023 (Hourly Not-to-Exceed \$60,000.00).
Approved by the Community Development District on October 26, 2023.
- ☐ Change Order #1 dated July 10, 2024 (Hourly Not-to-Exceed \$15,000.00).
Approved by the Community Development District on July 25, 2024.
- Scope of Work:
- On Friday, July 5, 2024, Pegasus Engineering (David Hamstra) participated in a Teams Status Meeting with Greg Teague regarding the CDD Maintenance Facility. [0.5 hr]
 - On Friday, July 5, 2024, Pegasus Engineering (Greg Teague) participated in a Teams Status Meeting regarding the CDD Maintenance Facility. [0.5 hr]
 - The week of July 7, 2024, Pegasus Engineering (David Hamstra) coordinated with Howard Neal on 07/08/24 regarding the current assignments and projects. [1.0 hr]
 - The week of July 7, 2024, Pegasus Engineering (Beth Whitehart) Conservation Area Maintenance => reviewed the permits for Harmony West and Harmony Central to determine the SFWMD Conservation Easement maintenance requirements. [1.5 hrs]
 - The week of July 14, 2024, Pegasus Engineering (David Hamstra) coordinated with P.J. Piney, Howard Neal, and Kate John regarding the Blazing Star Lane alleyway repairs; coordinated with the Insurance Adjuster (Eddie Berrios) regarding the alleyway repairs and transmitted documents; and prepared for the 07/25/24 CDD Meeting. [5.5 hrs]
 - The week of July 14, 2024, Pegasus Engineering (Beth Whitehart) Conservation Easements => prepared and submitted the summary of neighboring development South Florida Water Management District (SFWMD) Conservation Easement criteria to David Hamstra. [0.5 hr]
 - The week of July 14, 2024, Pegasus Engineering (Donny Greenough) organized and extracted photographs for the alleyways deficiencies exhibits. [11.0 hrs]

- The week of July 14, 2024, Pegasus Engineering (Priscilla Villanueva) annotated the May 2024 site inspection photographs for Ashley Park Subdivision, Birchwood Subdivision, Drake Subdivision, Green Subdivision, and Rosewood Subdivision for Donny Greenough. [2.5 hrs]
- The week of July 21, 2024, Pegasus Engineering (David Hamstra) coordinated with Juan Fong and Greg Teague regarding the Clay Brick Road ramp improvements; coordinated with Beth Whikehart regarding The Estates Drainage Inlet #24 improvements; coordinated with Donny Greenough regarding the exhibits, inspection logs, and photographs regarding the alleyways; prepared for and attended the CDD Meeting on 07/25/24; and coordinated with Greg Teague and Beth Whikehart after the CDD meeting regarding the current action items. [20.0 hrs]
- The week of July 21, 2024, Pegasus Engineering (Greg Teague) reviewed the "draft" GIS exhibits for the alleyway deficiencies for Donny Greenough; coordinated with David Hamstra regarding the Clay Brick Road pedestrian improvements; and researched the recorded rainfall for the storm event that occurred on 06/25/24. [4.5 hrs]
- The week of July 21, 2024, Pegasus Engineering (Beth Whikehart) SFWMD Non-Compliance Letter => reviewed the SFWMD Non-Compliance Letter for the Neighborhood H1, Tract N Development; The Estates Drainage Improvements => researched the project correspondence and prepared a summary for David Hamstra; marked-up figures for two alternatives for Donny Greenough; and updated the Planning Level cost estimate for the two alternatives. [4.5 hrs]
- The week of July 21, 2024, Pegasus Engineering (Donny Greenough) revised the exhibits for the alleyway deficiencies based on Greg Teague's redlines; created spreadsheets of the alleyway deficiencies by neighborhood; created PDF copies of the alleyway work products and uploaded to FTP; and prepared The Estates Drainage Improvements Figure based on Beth Whikehart's redlines. [13.0 hrs]

LABOR COSTS

Sr. Project Manager, Hamstra, P.E.	27.5 hrs	@	\$ 195.00/hr	=	\$ 5,362.50
Sr. Project Engineer, Teague, P.E.	5.0 hrs	@	\$ 180.00/hr	=	\$ 900.00
Project Engineer, Whikehart, P.E.	6.5 hrs	@	\$ 150.00/hr	=	\$ 975.00
Sr. CADD/GIS Technician, Greenough	24.0 hrs	@	\$ 100.00/hr	=	\$ 2,400.00
Word Processor/Clerical, Villanueva	<u>5.0 hrs</u>	@	\$ 80.00/hr	=	<u>\$ 400.00</u>
	68.0 hrs				

Sub-Total Labor Costs \$ 10,037.50
 (Total Labor Costs to Date \$75,860.00)

OTHER DIRECT COSTS

In-house plots, prints, and copies \$ 191.00

Sub-Total Other Direct Costs \$ 191.00
 (Total Other Direct Costs to Date \$3,029.50)

Amount Due This Invoice \$ 10,228.50
 Less Amount Over Budget (\$ 3,889.50)
Adjusted Amount Due This Invoice \$ 6,339.00

Total Authorization \$ 75,000.00
 Total Amount Billed to Date \$ 78,889.50
 Balance Remaining (\$ 3,889.50)

NOTE: Pegasus Engineering shall prepare and submit Change Order #2 to cover the current fees over budget (\$3,889.50), as well as fees to continue services through 09/30/24.

Attachment “B”

Pegasus Engineering
Invoice (Billing No. 11)



CARBON

INVOICE

Email invoices to: inframark@avidbill.com

Pegasus Engineering, LLC
301 West State Road 434, Suite 309
Winter Springs, Florida 32708
Phone 407-992-9160

INVOICE DATE: October 21, 2024

INVOICE NO.: 227637

BILLING NO.: 11

TO:

Harmony Community Development District
Inframark
210 North University Drive, Suite 702
Coral Springs, Florida 33071

FOR:

Harmony Community Development District
Fiscal Year 2023 / 2024 District Engineer Services
Project No.: MSC-22055
Period of Service: 07/28/24 – 09/21/24

- Authorization: ☐ Letter Proposal dated October 25, 2023 (Hourly Not-to-Exceed \$60,000.00).
Approved by the Community Development District on October 26, 2023.
- ☐ Change Order #1 dated July 10, 2024 (Hourly Not-to-Exceed \$15,000.00).
Approved by the Community Development District on July 25, 2024.

- Scope of Work:
- The week of July 28, 2024, Pegasus Engineering (David Hamstra) coordinated with Greg Teague to discuss the pros and cons of the Five Oaks Drive Maintenance Facility, coordination with Osceola County, and requesting a proposal from a local land development engineer; and prepared for and conducted a site inspection on 08/03/24 regarding The Estates proposed drainage improvements. [6.0 hrs]
 - The week of July 28, 2024, Pegasus Engineering (Greg Teague) prepared and transmitted the Notice-to-Proceed (NTP) letter and sub-consultant agreement for the Pond P2-2/P2-3 bathymetric survey. [1.0 hr]
 - The week of August 4, 2024, Pegasus Engineering (David Hamstra) downloaded and organized the site inspection photographs and videos; and coordinated with Beth Whikehart and Donny Greenough regarding The Estates proposed drainage improvements. [1.0 hr]
 - The week of August 4, 2024, Pegasus Engineering (Beth Whikehart) reviewed David Hamstra's field visit photographs associated with The Estates; and coordinated with Osceola County regarding permitting requirements for the proposed The Estates improvements. [2.0 hrs]
 - The week of August 4, 2024, Pegasus Engineering (Donny Greenough) revised The Estates Drainage Improvements Figure based on David Hamstra's site inspection; and prepared figure for 3308 Cat Brier Trail associated with reported localized flooding. [3.0 hrs]
 - The week of August 4, 2024, Pegasus Engineering (Priscilla Villanueva) merged photographs for Beth Whikehart. [1.0 hr]
 - The week of August 11, 2024, Pegasus Engineering (Beth Whikehart) The Estates Drainage Improvements => reviewed the project as-built data to extract the existing structure elevation data; and prepared pipe profile markups for Donny Greenough and reviewed miscellaneous details for the project. [2.5 hrs]

- The week of August 11, 2024, Pegasus Engineering (Donny Greenough) created a profile view for the proposed Estates drainage improvements. [4.0 hrs]
- The week of August 11, 2024, Pegasus Engineering (Donny Greenough) made revisions to the Profile for proposed Estates Drainage Improvements based on Beth Whikehart's mark-ups. [2.0 hrs]
- The week of August 25, 2024, Pegasus Engineering (David Hamstra) conducted a Teams Meeting with Beth Whikehart on 08/26/24 to discuss The Estates drainage improvements and the Garden Road Storage Shed; prepared and issued a Status email to Inframark and the Board of Supervisors on 08/29/24; and coordinated with Beth Whikehart regarding the Garden Road Storage Shed issue with Osceola County and coordinated with Common Oak Engineering with the Five Oaks Drive CDD Maintenance Facility. [3.0 hrs]
- The week of August 25, 2024, Pegasus Engineering (Beth Whikehart) The Estates Drainage Improvements => met with David Hamstra to discuss the drainage improvements work; prepared mark-ups for the plan, profile, and detail sheets; and submitted proposal request to Element Environmental (PJ Piney) on 08/29/24. [3.5 hrs]
- The week of August 25, 2024, Pegasus Engineering (Donny Greenough) revised the Plan View and Profile for the proposed Estates Drainage Improvements based on Beth Whikehart's redlines; and coordinated with Beth Whikehart to prepare Miscellaneous Details for The Estates Drainage Improvements. [10.5 hrs]
- The week of September 1, 2024, Pegasus Engineering (David Hamstra and Greg Teague) prepared for and conducted a Teams Meeting with Common Oak Engineering (Jeremy Anderson) on 09/03/24 regarding the proposed Five Oaks Drive CDD Maintenance Facility and assembled and transmitted various design and permitting information to Common Oak Engineering. [3.0 hrs]
- The week of September 1, 2024, Pegasus Engineering (Beth Whikehart) The Estates Drainage Improvements => coordinated with Atlantic Pipe Services (APS) regarding pipe anchor information and coordinated with David Hamstra. [1.0 hr]
- The week of September 1, 2024, Pegasus Engineering (Donny Greenough) searched the field review information regarding the reported Blazing Star pothole. [1.0 hr]
- The week of September 8, 2024, Pegasus Engineering (Beth Whikehart) Garden Road Shed => prepared an email to Osceola County (Tina Stadlander) regarding the shed permitting requirements; The Estates Drainage Improvements => updated the Drainage Improvements figures to address the pipe anchoring; and coordinated with Element Environmental (P.J. Piney) regarding their proposal. [1.0 hr]
- The week of September 8, 2024, Pegasus Engineering (Donny Greenough) coordinated with Beth Whikehart to finalize the Bid Plans for The Estates Drainage Improvements. [1.0 hr]

- The week of September 15, 2024, Pegasus Engineering (David Hamstra) pulled-together and submitted District Engineer Agenda documents to Mona Slaughter on 09/16/24; and coordinated with Osceola County on 09/19/24 regarding the Garden Road Storage Shed. [2.0 hrs]
- The week of September 1, 2024, Pegasus Engineering (Priscilla Villanueva) converted the contractor's list from PDF to Word. [2.0 hrs]

LABOR COSTS

Sr. Project Manager, Hamstra, P.E.	15.0 hrs	@	\$ 195.00/hr	=	\$ 2,925.00
Sr. Project Engineer, Teague, P.E.	4.0 hrs	@	\$ 180.00/hr	=	\$ 720.00
Project Engineer, Whitehart, P.E.	10.0 hrs	@	\$ 150.00/hr	=	\$ 1,500.00
Sr. CADD/GIS Technician, Greenough	21.5 hrs	@	\$ 100.00/hr	=	\$ 2,150.00
Word Processor/Clerical, Villanueva	<u>5.0 hrs</u>	@	\$ 80.00/hr	=	<u>\$ 400.00</u>
	55.5 hrs				

Sub-Total Labor Costs \$ 7,695.00
 (Total Labor Costs to Date \$83,555.00)

OTHER DIRECT COSTS

In-house plots, prints, and copies	\$ 261.60
Travel expenses (CDD meetings and site inspections)	<u>\$ 262.30</u>

Sub-Total Other Direct Costs \$ 523.90
 (Total Other Direct Costs to Date \$3,553.40)

Amount Due This Invoice \$ 8,218.90
 Less Amount Over Budget (\$ 8,218.90)
Adjusted Amount Due This Invoice \$ 0.00

Total Authorization \$ 75,000.00
 Total Amount Billed to Date \$ 87,108.40
 Balance Remaining (\$ 12,108.40)



October 21, 2024

MSC-22055

Ms. Angel Montagna
Regional Manager
Inframark Infrastructure Management Services
313 Campus Street
Celebration, Florida 34747

**Re: Harmony Community Development District
Fiscal Year 2024/2025 District Engineer Services**

Dear Angel:

The purpose of this proposal is to respectfully request authorization to provide professional engineering services associated with the above referenced community. Specifically, to perform the following services during Fiscal Year 2024/2025 (from October 1, 2024 through September 30, 2025) for the Harmony Community Development District (CDD):

1. Prepare for and attend the monthly Harmony Community Development District (CDD) Board of Supervisors meetings. More specifically, attend the CDD meetings on the last Thursday of every month.
2. Prepare for and conduct field reviews based on direction from the CDD Board Members and/or Inframark Management Services to investigate known problem areas and/or evaluate potential areas in need of repairs.
3. Review permitted construction plans and drainage calculations to evaluate future requested CDD property modifications and/or drainage improvements.
4. Assist the CDD Board Members and/or Inframark with current and future projects (e.g., Community Maintenance Facility and storm sewer system upgrades).
5. Update the CDD Ownership and Maintenance Map, the Stormwater Infrastructure Exhibit, the Landscape Maintenance Exhibit, or the Sidewalk Exhibits, as needed.

Ms. Angel Montagna

October 21, 2024

Page 2


6. Prepare conceptual plans and cost estimates to solicit / request bids from qualified general contractors.
7. Coordinate with subconsultants (e.g., surveyors, geotechnical engineers, and wetland scientists) to provide services requested by the CDD (e.g., CCTV pipe inspections, perform specific-purpose survey services, utility locates, preparation of easement documents, subsurface investigations, pavement cores, etc.).

The above-described services will be performed for an hourly not-to-exceed fee amount of **\$70,000** which is consistent with the recently approved annual budget (refer to the attached Hourly Rate Sheet). Requested subconsultant services, incurred in connection with the above-described work, will be invoiced separately from the labor costs. In case the requested services exceed the anticipated contract amount, Pegasus Engineering will request additional funding, as necessary, to successfully address the requested engineering tasks.

We sincerely appreciate the opportunity to continue service as the Harmony CDD District Engineer. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Respectfully,

PEGASUS ENGINEERING, LLC




David W. Hamstra, P.E., CFM
Stormwater Department Manager

cc: Michael Eckert, District Counsel

Ms. Angel Montagna
October 21, 2024
Page 3

Harmony Community Development District
Fiscal Year 2024/2025 District Engineer Services

Approved for Pegasus Engineering, LLC

	Principal	October 21, 2024
Fursan Munjed, P.E.	Officer's Title	Date

This Proposal is hereby accepted and authorization to proceed is hereby given.
(Please return one executed copy of this proposal for our Pegasus Engineering records).

_____	_____	_____
Authorized Signature	Officer's Title	Date

Attachment “A”

Hourly Rate Sheet



FISCAL YEAR 2024/2025 HOURLY RATE SCHEDULE	
Senior Project Manager	\$195.00 / Hour
Project Manager	\$190.00 / Hour
Senior Project Engineer	\$180.00 / Hour
Project Engineer	\$150.00 / Hour
Senior Designer	\$100.00 / Hour
Senior CADD / GIS Technician	\$100.00 / Hour
Designer	\$90.00 / Hour
Word Processor / Clerical	\$80.00 / Hour
Mileage	0.67¢ / mile
Copies and Prints (In-House)	
Black and White Copies	
8.5 x 11	\$0.10 / page
11 x 17	\$0.15 / page
Color Copies	
8.5 x 11	\$1.00 / page
11 x 17	\$1.50 / page
Plots (In-House)	
All Color Plots	\$5.00 / SF
All B&W Sizes	\$0.15 / SF
Overnight Delivery	Actual Cost
Courier Services	Actual Cost
Postage	Actual Cost
Government Permits	Actual Cost



//

August 20, 2024

Gallagher Bassett-166 St Peters
300 St. Peters Centre Blvd Ste 200
St. Peters, MO 63376

ATTENTION: **Crystal Pallardy**

Your File/Claim #: 003000-575278-AL-01
Your Insured: Water Management
Claimant(s): Harmony Community Development District
Date of Loss: 2/9/2024
Our File #: 809-111767

Address Reply To:

Office -
PO Box 568739
Orlando, FL 32856
T: 407-539-2632
F: 407-539-2531
E: orlando.fl@custard.com
Adjuster -
E: eberrios@custard.com
D: 954-914-5106

THIRD AND FINAL REPORT

ENCLOSURES/ATTACHMENTS:

1. Estimate
2. Photos of Loss
3. Diagram
4. Claimant Estimate/Specs

ASSIGNMENT:

We gratefully acknowledge receipt of this property damage assignment from Crystal Pallardy at Gallagher Bassett on 6/5/2024. At the time of our assignment, it was requested that we investigate and inspect the claimant's property damage. Our report of the investigation to date is as follows.

We established contact with the claimant on 6/6/2024. We were able to schedule an inspection with the claimant for 6/7/2024, which we did complete with the claimant present on that date.

ESTIMATE:

We have secured, reviewed, and discussed the work with the claimant and contactor. Their estimate reflects the repairs to the damaged area only of the alley way reportedly related to the insured's vehicle. Their cost is \$16,250.00 versus the prior estimate on file

Page 2

CIA File #: 809-111767

Your File #: 003000-575278-AL-01

near \$80,000.00. After reviewing this new estimate and completing our estimate for the like material. The cost appears to be inline for the work related to the repairs only for this loss.

Our estimate attached reflects a removal, disposal, skid loader, replacement of the asphalt and reinforcement of the base at both sides that appears to be related to the loss in the alley area. We have also allowed for sod replacement near the edges affected. We have applied depreciation based on age and condition.

CLAIMANT:

Harmony Community Development District
3218 Blazing Star Lane
Harmony, FL 34773

CAUSE OF LOSS:

Around the listed date of loss, 2/9/2024 as reported, the claimant noticed damage to a portion of the road and sod on the alley road between the homes on the rear side of the homes within the community on the reported road on file.

PROPERTY DAMAGE:

During our inspection of the loss, we noticed a small portion of the asphalt that was damaged on both corners, and a portion of the sod damaged at the corner of blazing and rear alley road of the homes. No other damage was noticed at this time. Wear & tear and/or deterioration was noticed to the remainder of the roads. It appears that the portion of asphalt damaged can be repaired and sod replaced.

SUBROGATION:

No subrogation potential. The loss is reportedly to have occurred due to the insured's vehicle. All information is on file with the carrier.

RECOMMENDATION:

We will prepare an estimate and recommendations once we have agreed to a scope of work and amount:

Page 3

CIA File #: 809-111767

Your File #: 003000-575278-AL-01

RCV: \$16,666.59

Depreciation: (\$2,247.43)

ACV: \$14,419.16

Net Claim: \$14,419.16

CLOSING REMARKS:

With this report, and its attachments, it appears we have completed our assignment and shall retire our file at this time. We thank you for the opportunity to assist you in this matter.

Thank you for this assignment.

Custard Insurance Adjusters, Inc.

Eddie Berrios

Adjuster

E: eberrios@custard.com

D: 954-914-5106



CIA

Insured: Waste Management - Harmony Community
Development District
Home: 3218 Blazing Star Ln
Harmony, FL 34773

Claim Rep.: Crystal Pallardy

Business: (949) 349-9638

Other: (866) 757-7569

E-mail: crystal_pallardy@gbtpa.com

Claimant: Harmony Community Development District

Cell: (407) 922-5086

Estimator: Eddie Berrios

Business: (954) 914-5106

E-mail: eberrios@custard.com

Claim Number: 003000-575278-AD-01 **Policy Number:** NA

Type of Loss: OTHER

Date Contacted: 6/7/2024 3:48 AM

Date of Loss: 2/9/2024 5:00 AM

Date Inspected: 6/7/2024 6:55 PM

Date Est. Completed: 8/16/2024 10:35 PM

Date Received: 6/5/2024 4:00 AM

Date Entered: 6/5/2024 8:13 PM

Price List: FLOR8X_JUN24

Restoration/Service/Remodel

Estimate: WASTE_MANAGEMENT_-9

PROPERTY DAMAGE DISCLAIMER: PLEASE READ CAREFULLY

Custard Insurance Adjusters, Inc. is not authorized to: (1) make coverage determinations, (2) secure contractors, (3) authorize OR suggest payments, or (4) authorize work of any kind whatsoever.

Custard Insurance Adjusters, Inc. will prepare an estimate based on visible damages and a scope of work needed in accordance to our opinions. Items such as hidden damages or unforeseen future developments cannot be forecasted, so our estimate represents our opinions as to an estimated measure of damages that exist as of the date of preparation.

OUR ESTIMATE IS NOT A PROMISE OF PAYMENT OR CONSTITUTES SETTLEMENT OR AN OFFER OF SETTLEMENT; IT IS NOT AN AUTHORIZATION FOR REPAIRS.

Our estimate does not create coverage under a policy where coverage does not or did not exist.

Preparation of our estimate does not prevent an insurance company from reserving its rights under a policy, or from exercising its rights as outlined within the policy.

This estimate is subject to review by the client/insurance company.

Custard Insurance Adjusters, Inc. is not responsible for payment to any third-party contractor for any fees for repairs, construction, remediation, etc., to the property upon which this estimate was prepared.



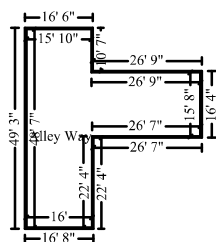
CIA

WASTE MANAGEMENT -9

Main Level

Main Level

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
1. Dumpster load - Approx. 12 yards, 1-3 tons of debris	1.00 EA	420.00	0.00	420.00	(0.00)	420.00
Total: Main Level			0.00	420.00	0.00	420.00



Alley Way

Height: 8'

1458.67 SF Walls	1193.01 SF Ceiling
2651.68 SF Walls & Ceiling	1193.01 SF Floor
132.56 SY Flooring	182.33 LF Floor Perimeter
182.33 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
2. Skid steer loader and operator	12.00 HR	116.43	0.00	1,397.16	(0.00)	1,397.16
3. Asphalt paving - 2 1/2 - 3" with 6" base - Commercial	1,193.01 SF	8.29	271.11	10,161.16	<2,008.23>	8,152.93
4. R&R Concrete slab on grade - 4" - finished in place	400.00 SF	10.45	89.70	4,269.70	<239.20>	4,030.50
5. Lawn - sod	504.00 SF	0.79	20.41	418.57	(0.00)	418.57
Totals: Alley Way			381.22	16,246.59	2,247.43	13,999.16
Total: Main Level			381.22	16,666.59	2,247.43	14,419.16
Line Item Totals: WASTE MANAGEMENT -9			381.22	16,666.59	2,247.43	14,419.16

Grand Total Areas:

1,458.67	SF Walls	1,193.01	SF Ceiling	2,651.68	SF Walls and Ceiling
1,193.01	SF Floor	132.56	SY Flooring	182.33	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	182.33	LF Ceil. Perimeter
1,193.01	Floor Area	1,254.24	Total Area	1,458.67	Interior Wall Area
1,665.00	Exterior Wall Area	185.00	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

CIA

Summary for General Liability - Property Damage

Line Item Total	16,285.37
Material Sales Tax	381.22
Replacement Cost Value	\$16,666.59
Less Non-recoverable Depreciation	<2,247.43>
Actual Cash Value	\$14,419.16
Net Claim	\$14,419.16

Eddie Berrios

CIA

Recap of Taxes

	Material Sales Tax (7.5%)	Laundering Tax (2%)	Manuf. Home Tax (6%)	Storage Rental Tax (7.5%)
Line Items	381.22	0.00	0.00	0.00
Total	381.22	0.00	0.00	0.00

CIA

Recap by Room**Estimate: WASTE_MANAGEMENT_-9**

Area: Main Level	420.00	2.58%
Alley Way	15,865.37	97.42%
<hr/>		
Area Subtotal: Main Level	16,285.37	100.00%
<hr/>		
Subtotal of Areas	16,285.37	100.00%
<hr/>		
Total	16,285.37	100.00%



CIA

Recap by Category with Depreciation

Items	RCV	Deprec.	ACV
CONCRETE & ASPHALT	12,422.05	2,247.43	10,174.62
GENERAL DEMOLITION	2,068.00		2,068.00
HEAVY EQUIPMENT	1,397.16		1,397.16
LANDSCAPING	398.16		398.16
Subtotal	16,285.37	2,247.43	14,037.94
Material Sales Tax	381.22		381.22
Total	16,666.59	2,247.43	14,419.16

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



1-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area



2-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



3-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area



4-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



5-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area



6-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



7-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area



8-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



9-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area



10-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



11-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area



12-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



13-Alley road

Date Taken: 6/7/2024

View of worn area



14-Alley road

Date Taken: 6/7/2024

View of worn area

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



15-Alley road

Date Taken: 6/7/2024

View of worn area



16-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



17-Alley Road

Date Taken: 6/7/2024

View of area reported damaged by insured vehicle, damage noticed to asphalt



18-Alley Road

Date Taken: 6/7/2024

View of area reported damaged by insured vehicle, damage noticed to asphalt

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



19-Alley Road

Date Taken: 6/7/2024

View of area reported damaged by insured vehicle, damage noticed to asphalt



20-Alley Road

Date Taken: 6/7/2024

View of area reported damaged by insured vehicle, damage noticed to asphalt

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



21-Alley Road

Date Taken: 6/7/2024

View of area reported damaged by insured vehicle, damage noticed to asphalt



22-Alley Road

Date Taken: 6/7/2024

View of area reported damaged by insured vehicle, damage noticed to asphalt

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

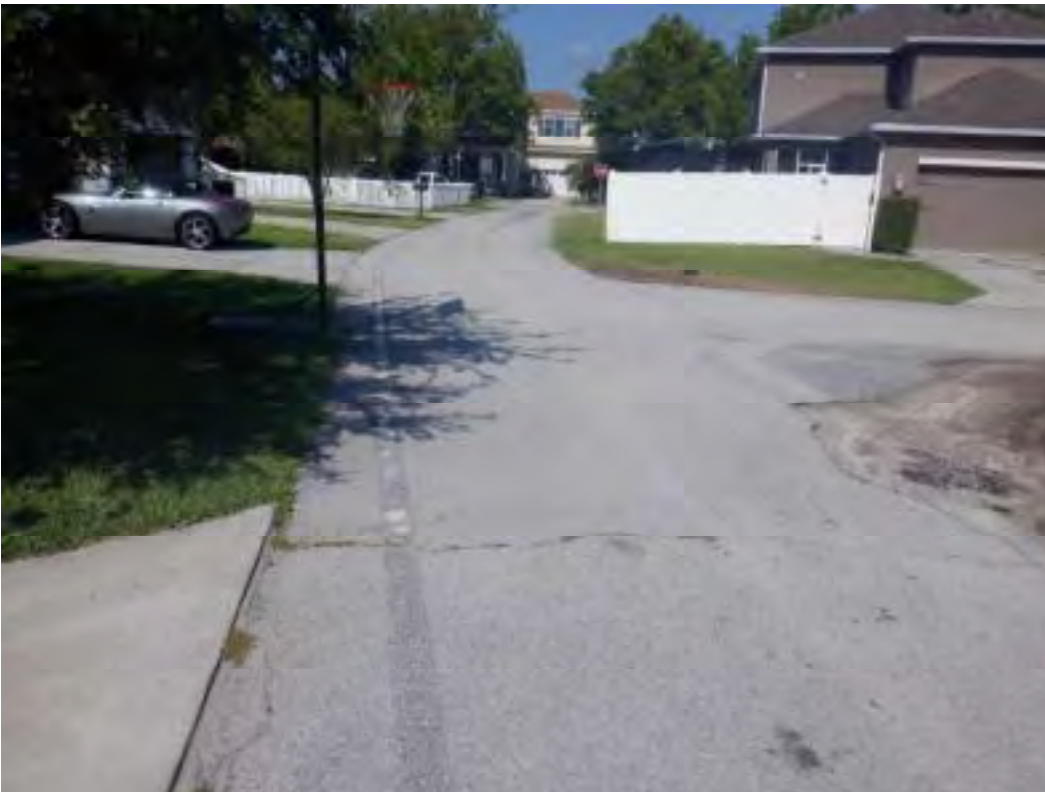
Policy #: NA



23-Alley road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area



24-Alley road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



25-Alley Road

Date Taken: 6/7/2024

View of damaged area reportedly damaged by insured vehicle.



26-Alley Road

Date Taken: 6/7/2024

View of damaged area reportedly damaged by insured vehicle.

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



27-Alley Road

Date Taken: 6/7/2024

View of damaged area reportedly damaged by insured vehicle.



28-Alley Road

Date Taken: 6/7/2024

View of damaged area reportedly damaged by insured vehicle.

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



29-Alley Road

Date Taken: 6/7/2024

View of damaged area reportedly damaged by insured vehicle.



30-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



31-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area



32-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



33-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area



34-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



35-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area



36-Alley Road

Date Taken: 6/7/2024

View of reported damaged to sod area near damaged road

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



37-Alley Road

Date Taken: 6/7/2024

View of reported damaged to sod area near damaged road



38-Alley Road

Date Taken: 6/7/2024

View of reported damaged to sod area near damaged road

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



39-Alley Road

Date Taken: 6/7/2024

View of reported damaged to sod area near damaged road



40-Alley Road

Date Taken: 6/7/2024

View of reported damaged to sod area near damaged road

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



41-Alley Road

Date Taken: 6/7/2024

View of reported damaged to sod area near damaged road



42-Alley Road

Date Taken: 6/7/2024

View of reported damaged to sod area near damaged road

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



43-Alley Road

Date Taken: 6/7/2024

View of reported damaged to sod area near damaged road



44-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

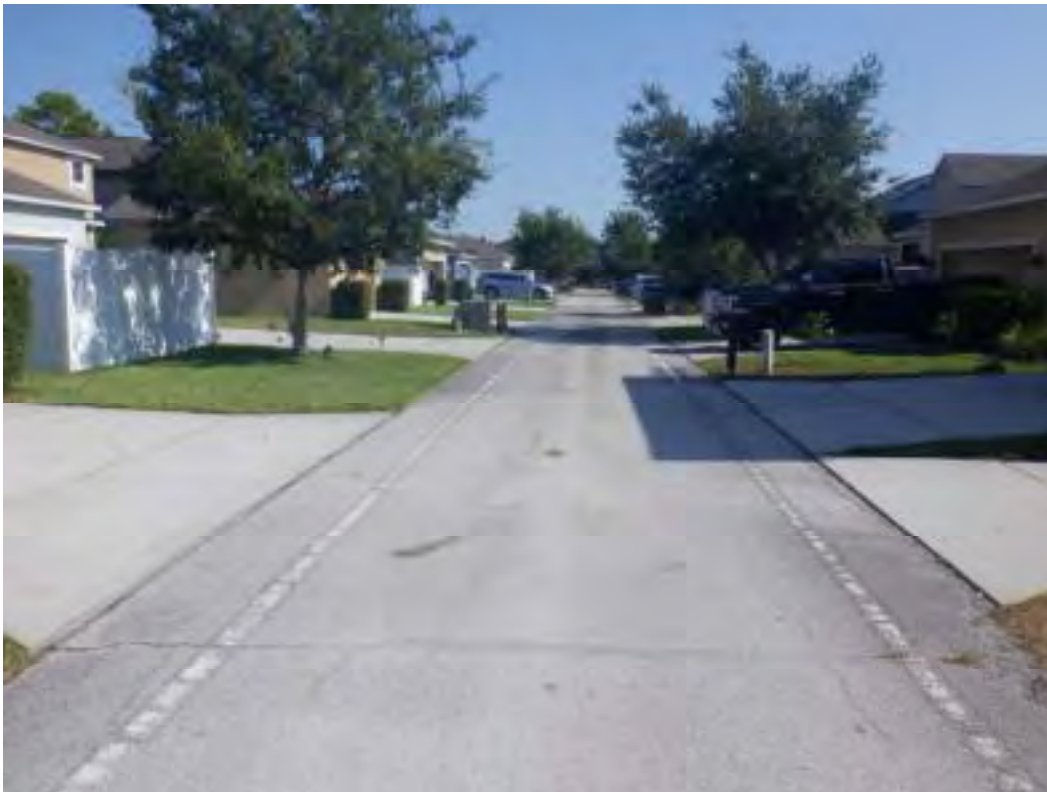
Policy #: NA



45-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area



46-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



47-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area



48-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



49-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area



50-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



51-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area



52-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



53-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area



54-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



55-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area



56-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



57-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area



58-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



59-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area



60-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



61-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area



62-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



63-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area



64-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



65-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area



66-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA



67-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area



68-Alley Road

Date Taken: 6/7/2024

View of road reported damaged by insured vehicle, age, deterioration, and/or wear & tear noticed to this area

Photo Sheet

CIA

Insured: Waste Management - Harmony Community Development District

Claim #: 003000-575278-AD-01

Policy #: NA

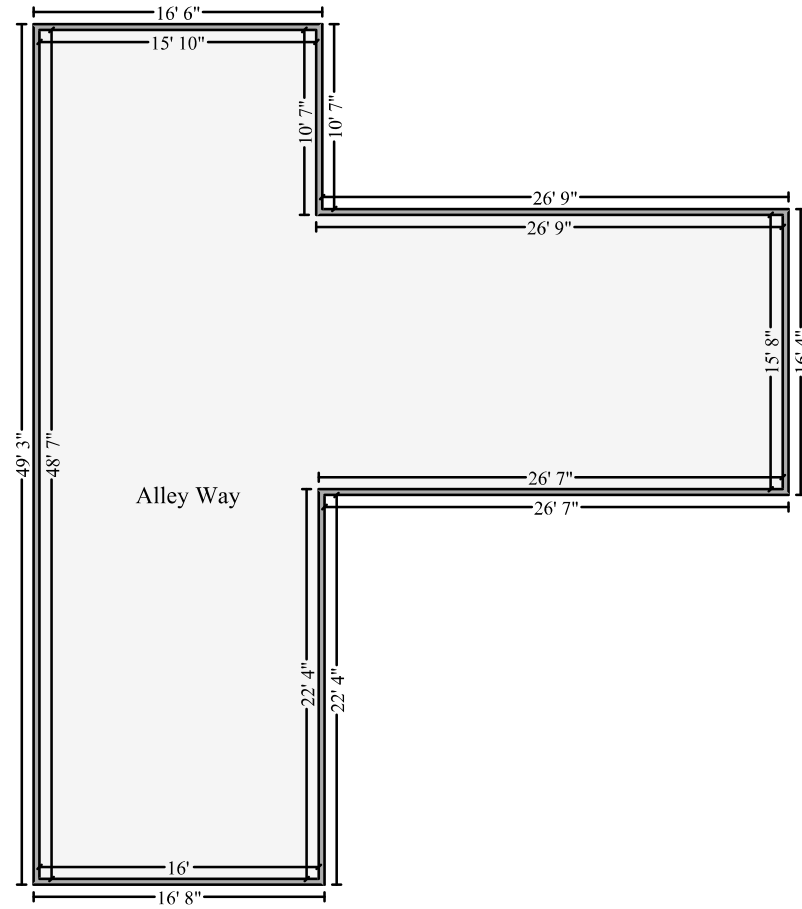


69-Road sign

Date Taken: 6/7/2024

Sketch: SKETCH1, Level: Main Level

Insured: Waste Management - Harmony Community Development District
Claim #: 003000-575278-AD-01



Element Environmental LLC

PO Box 1158

Mulberry, FL 33860 US

Jpiney@elementenv.com



Estimate

ADDRESS

Inframark - Harmony CDD

313 Campus Street

Celebration, FL 34747

ESTIMATE # 1093**DATE 06/24/2024****PROJECT SCOPE****AMOUNT****Site/Earth work**

16,250.00

Harmony CDD 3218 Blazing Star temporary intersection improvements.

Element Environmental will provide all labor, equipment, and materials to construct temporary intersection improvements per the plan provided.

-Saw cut damaged asphalt. remove and dispose.

-Excavate for new base material and filter fabric.

-Install ribbon curb per plan provided.

-Install and compact 8" of road base and 2" of recycled asphalt.

**Road striping is not included.

**Sod replacement is not included.

Thank you and have a great day!

TOTAL**\$16,250.00**



TERMS AND CONDITIONS OF PAYMENT

Net 30 days

Prices quoted are valid for 90 days from the date of this proposal.

Thank you for the opportunity to partner with you on this project.

Sincerely,

James "PJ" Piney
ELEMENT ENVIRONMENTAL
863-797-9970

The undersigned parties warrant that they are authorized representatives of their respective companies or residence and have the requisite authority to bind their employer and/or principle.

Client Signature: _____ **Date:** _____

Print Name / Title: _____

Element Environmental

Signature: _____ **Date:** _____

Print Name / Title: _____

Lakeland Office:
1236 Stratton Ct West
Lakeland, FL 33813
PHONE: 863-797-9970



General Terms and Conditions

Estimate Approval: The authorizing party automatically enters a contract with Element Environmental when they confirm their estimate, pay a deposit, and/or verbally agree to the description and cost via our scheduling application. The authorizing party cannot request additional work from the crew directly unless it is approved by the project manager, and the additional costs are expressly approved by the authorizing party.

Scheduling: Job scheduling is dependent on weather conditions, workload, and geographic relationship to other scheduled work and other unforeseen issues. Element Environmental will do our best to meet all scheduled work dates but shall not be liable for damages due to delays. If the client requires that they be on site the day of the job, this must be expressed when confirming the estimate. If times are given, they are approximate, and Element Environmental will not be responsible for being late or early.

Cancellation of Work: The customer shall provide at least 24 hours' advance notice of any full or partial work cancellation. If a crew has been mobilized to the job site, the customer will be assessed a mobilization fee of \$250.00 for incurred expenses. If the job site is made inaccessible to the crews of Element because of parked vehicles or other obstructions a \$300 fee will be assessed.

Withdrawal of Proposal by Element Environmental: Proposals for work expire within 90 days of estimate unless otherwise noted. Element Environmental reserves the right to withdraw a proposal for any reason. In cases where Element Environmental withdraws a proposal (before work has begun), all deposits and payments will be refunded.

Completion of Contract: Element Environmental agrees to do its best to meet performance dates but shall not be liable in damages or otherwise for delays because of inclement weather, labor, or any other cause beyond its control.

Insurance by Contractor: Element Environmental warrants that it is insured for liability resulting from injury/damage to person(s) or property and that all employees are fully covered by Workers' Compensation as required by law. Current Certificates of Insurance are available upon request.

Safety & Tree Care Standards: All Element Environmental arboricultural operations will follow the latest version of the ANSI Z133.1 industry safety standards. All work is performed in accordance with the Best Management Practices (BMPs) set forth by the International Society of Arboriculture (ISA) as well as current American National Standards Institute (ANSI) Standards for Tree Care Operations. The authorizing party agrees to not enter the work area during arboricultural operations unless authorized by the crew leader on site.

Concealed Contingencies: Element Environmental is not responsible for damage to underground sprinklers, drain lines, invisible fences, or underground cables unless the system(s) are adequately and accurately mapped by the authorizing party. Any additional work or equipment required to complete the work, caused by the authorizing party's failure to make known or caused by previously unknown foreign material in the trunk, the branches, underground, or any other condition not apparent in estimating the work specified, shall be paid for by the customer on a time and materials basis.

Driveways/Sidewalks/Lawns: Element Environmental will reasonably attempt to minimize damage to driveways, sidewalks, lawns, patios or other property. In the event that our equipment causes settling, cracking, or other damage to driveways and/or sidewalks, and/or disturbances to the customer's lawn, or property, Element Environmental is not liable for any repairs or incurred costs.

Tree Risk: When prominent risk conditions in trees are detected by Element Environmental, we will make every effort to proceed with the work promptly. However, Element Environmental does not assume any liability for any accident, damage or injury that may occur on the ground or on any other object or structure prior to the work beginning, nor are we liable for any unforeseen hazards encountered.

Site Preparation: Customer agrees to remove or clearly mark any hazardous debris within the site. Items such as plastic tarps, tires, rebar, large metal objects, etc. can be detrimental to clearing equipment. Element Environmental reserves the right to charge daily rate pricing in the event that such debris are not removed or clearly marked causing equipment to break down and need repairs. If such an event occurs, Element Environmental agrees to communicate with the client and work diligently to repair equipment in a timely manner.

Lakeland Office:
1236 Stratton Ct West
Lakeland, FL 33813
PHONE: 863-797-9970

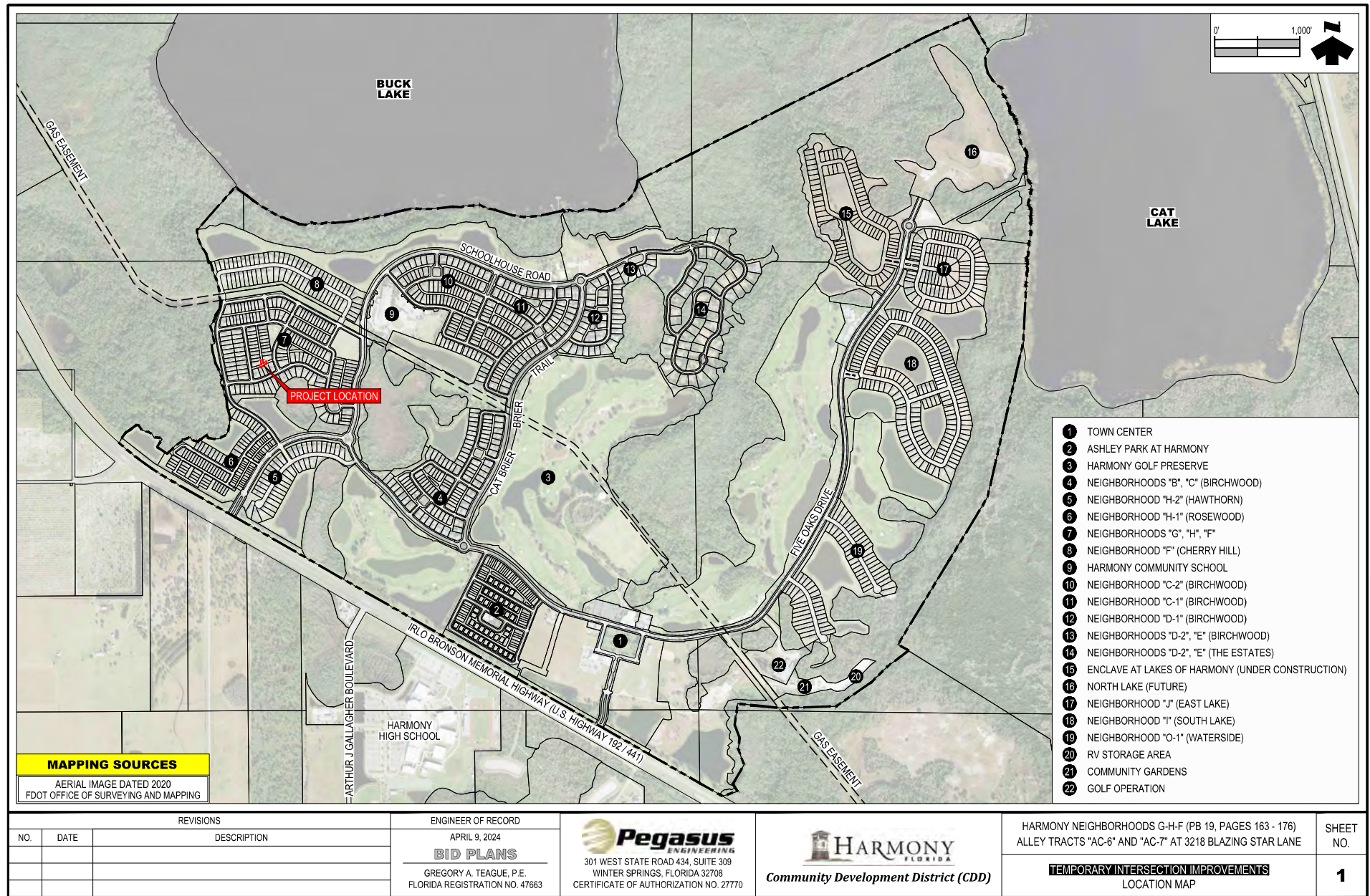


Ownership: The customer warrants that all trees, plant material and property upon which work is to be performed are either owned by him/her or that permission for the work has been obtained by the owner. The customer is solely responsible for obtaining any required permit to complete the work. Element Environmental is to be held harmless from all claims for damages resulting from the customer's failure to obtain such permission and permits.

Billing, Deposits, Terms of Payment: The final invoice for the balance due will be issued via email and/or text message at the completion of work. For extended period projects lasting several weeks, or other proposals requiring upfront purchase of materials, progress payments will be required prior to commencement of the job. Payment responsibility automatically falls to the authorizing party; it is not the responsibility of Element Environmental to wait for or seek payment from a third party (neighbor, insurance company, client, etc.). All invoices are payable upon completion of issuance of invoice. Accounts not paid in full within 15 days will result in a finance charge of 5% per month. Any fees incurred due to insufficient funds or returned checks will be the responsibility of the authorizing party and are subject to the terms of the original invoice. Please note that additional services will be delayed or cancelled due to outstanding balances.

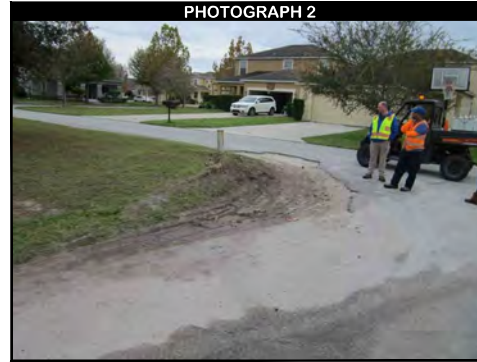
Permitting: Hiring contractor will be responsible for obtaining any required permits prior to the start of any work.

Lakeland Office:
1236 Stratton Ct West
Lakeland, FL 33813
PHONE: 863-797-9970





VIEW OF ALLEY TRACT "A-7" LOOKING EAST FROM ALLEY TRACT "AC-6".



VIEW OF ALLEY TRACT "A-7" LOOKING SOUTHEAST FROM ALLEY TRACT "AC-6".



VIEW OF ALLEY TRACT "A-8" LOOKING NORTH FROM ALLEY TRACT "AC-7".



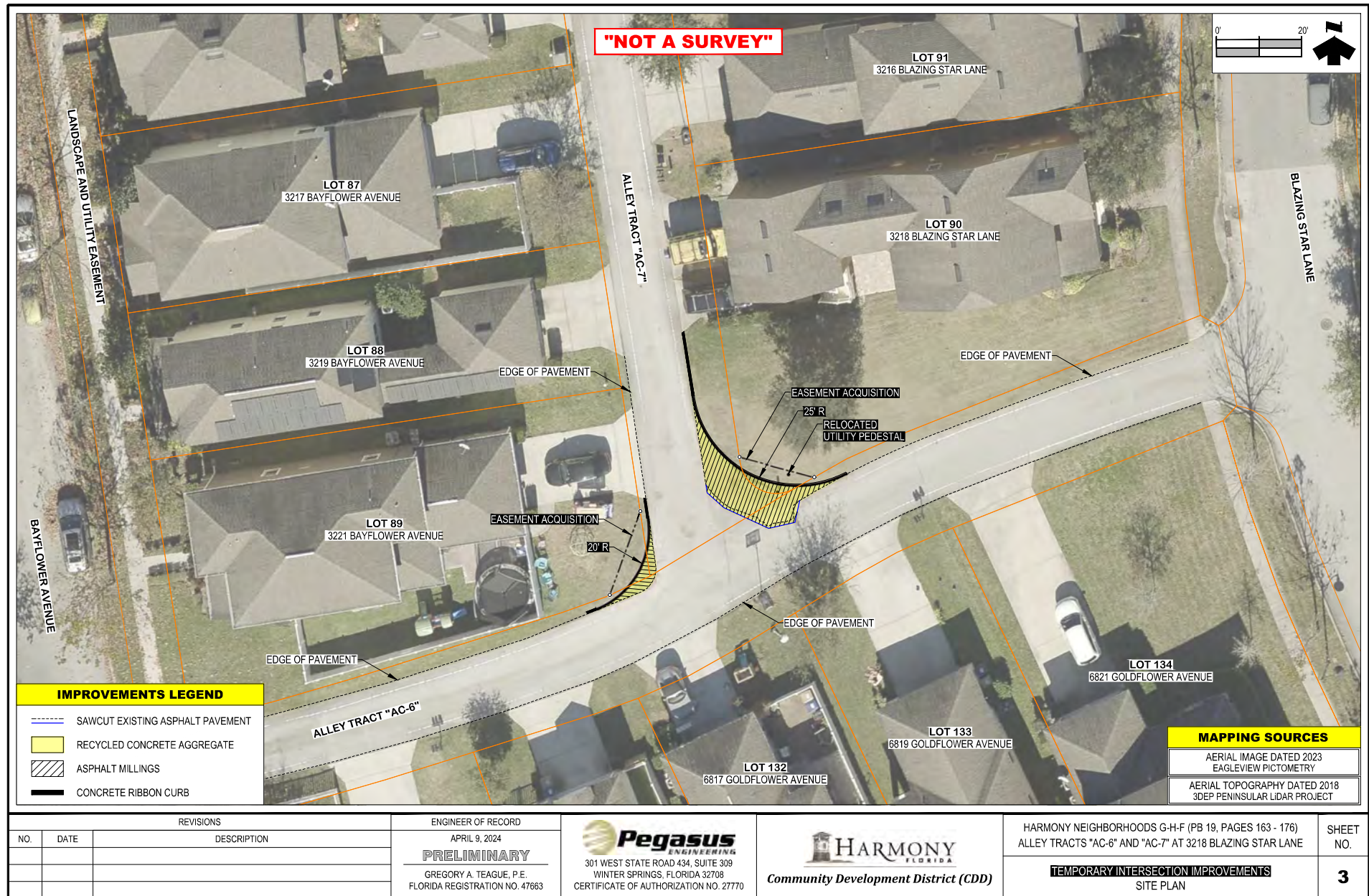
VIEW OF ALLEY TRACT "A-6" LOOKING SOUTH FROM ALLEY TRACT "AC-7".



PHOTOGRAPH DATES

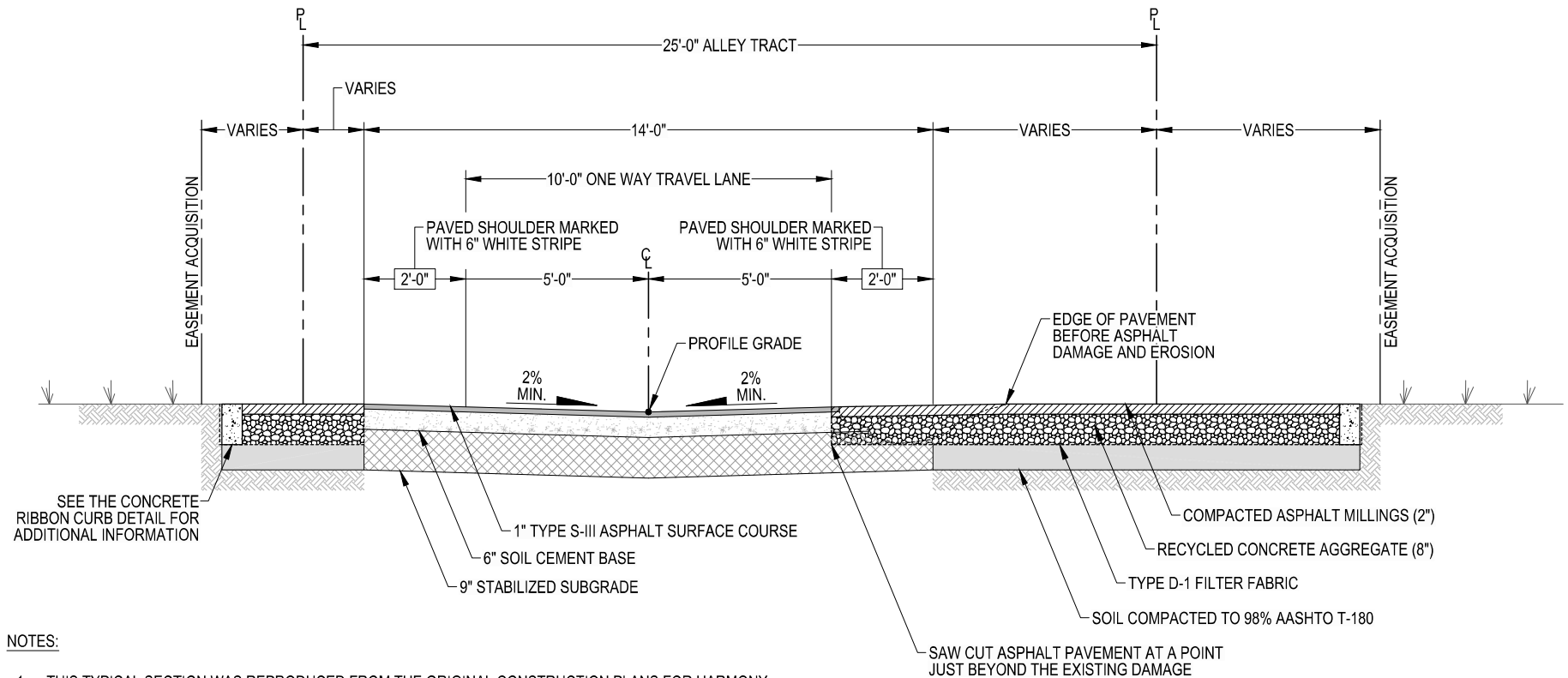
EXISTING CONDITIONS PHOTOGRAPHS
TAKEN ON DECEMBER 22, 2023

REVISIONS			ENGINEER OF RECORD APRIL 9, 2024 PRELIMINARY GREGORY A. TEAGUE, P.E. FLORIDA REGISTRATION NO. 47663	 301 WEST STATE ROAD 434, SUITE 309 WINTER SPRINGS, FLORIDA 32708 CERTIFICATE OF AUTHORIZATION NO. 27770	 Community Development District (CDD)	HARMONY NEIGHBORHOODS G-H-F (PB 19, PAGES 163 - 176) ALLEY TRACTS "AC-6" AND "AC-7" AT 3218 BLAZING STAR LANE	SHEET NO.
NO.	DATE	DESCRIPTION					
						TEMPORARY INTERSECTION IMPROVEMENTS EXISTING CONDITIONS PHOTOGRAPHS	2



ALLEY TYPICAL SECTION

NOT TO SCALE



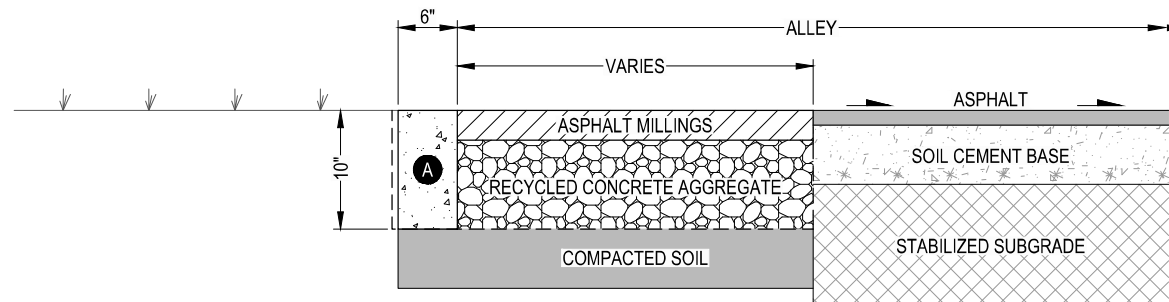
NOTES:

1. THIS TYPICAL SECTION WAS REPRODUCED FROM THE ORIGINAL CONSTRUCTION PLANS FOR HARMONY NEIGHBORHOOD "H1" PREPARED BY MILLER EINHOUSE RYMER & BOYD AND DATED JULY 28, 2008.
2. RECYCLED CONCRETE AGGREGATE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATION SECTIONS 285 AND 911.
3. FILTER FABRIC IN ACCORDANCE WITH FDOT STANDARD SPECIFICATION SECTION 985.

REVISIONS			ENGINEER OF RECORD	 Pegasus ENGINEERING 301 WEST STATE ROAD 434, SUITE 309 WINTER SPRINGS, FLORIDA 32708 CERTIFICATE OF AUTHORIZATION NO. 27770	 HARMONY FLORIDA <i>Community Development District (CDD)</i>	HARMONY NEIGHBORHOODS G-H-F (PB 19, PAGES 163 - 176) ALLEY TRACTS "AC-6" AND "AC-7" AT 3218 BLAZING STAR LANE	SHEET NO.
NO.	DATE	DESCRIPTION	APRIL 9, 2024 PRELIMINARY			TEMPORARY INTERSECTION IMPROVEMENTS MISCELLANEOUS DETAILS	4
			GREGORY A. TEAGUE, P.E.				
			FLORIDA REGISTRATION NO. 47663				

CONCRETE RIBBON CURB

NOT TO SCALE



LEGEND

- A. CONCRETE RIBBON CURB TO BE
4,000 PSI CLASS 1 CONCRETE
REINFORCED WITH FIBERMESH.

REVISIONS			ENGINEER OF RECORD	 Pegasus ENGINEERING 301 WEST STATE ROAD 434, SUITE 309 WINTER SPRINGS, FLORIDA 32708 CERTIFICATE OF AUTHORIZATION NO. 27770	 HARMONY FLORIDA <i>Community Development District (CDD)</i>	HARMONY NEIGHBORHOODS G-H-F (PB 19, PAGES 163 - 176) ALLEY TRACTS "AC-6" AND "AC-7" AT 3218 BLAZING STAR LANE	SHEET NO.
NO.	DATE	DESCRIPTION	APRIL 9, 2024			TEMPORARY INTERSECTION IMPROVEMENTS MISCELLANEOUS DETAILS	5
			PRELIMINARY				
			GREGORY A. TEAGUE, P.E. FLORIDA REGISTRATION NO. 47663				

Citizen Management Suite

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MINUTES OF MEETING
HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District (“CDD” or “District”) was held Thursday, August 29, 2024, at 6:00 p.m. at the Jones Model Home, 3285 Songbird Circle, Saint Cloud, FL 34773.

Present and constituting a quorum were:

Mark LeMenager	Chairman
Daniel Leet	Vice Chairman
Lucas Chokanis	Assistant Secretary
Kerul Kassel	Assistant Secretary
Joellyn Phillips	Assistant Secretary

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

Howard Neal	District Manager, Inframark
Kate John	District Legal Counsel, Kutak Rock
Jorge Baez	Field Services Supervisor, Inframark
Nick Lomasney	Benchmark Landscaping/United Land Service
Residents and Members of the Public	

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

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

Mr. LeMenager called the meeting to order at 6:00 p.m.

Mr. LeMenager called the roll and indicated a quorum was present for the meeting.

SECOND ORDER OF BUSINESS **Audience Comments**

Mr. LeMenager indicated a three-minute time limit for comments.

Mary, 3831 Songbird Circle, comments were not included in the minutes for the budget hearing.

Debbie, 7450 Oakmark Road, Care of the lawns around the lakes, things are improving.

THIRD ORDER OF BUSINESS **Staff Reports**

A. Landscaping: Benchmark Landscaping/United Land Services (“Benchmark”)

Mr. LeMenager commented on the fine job Benchmark did with an abandoned house and the work they did to clean it up.

Mr. Lomasney reported maintenance has been pretty wet but they have been able to get stuff done. Irrigations issues have been replaced. Mainline repair has been fixed near the fire hydrant. Did fertilizing around Cat Brier. Pallets of sod have been brought in to replace dead sod. Oak trees on Cordgrass are not established to do a big cut, second run will be in the fall to raise them up

Harmony CDD
August 29, 2024

again. Two trees to be replaced in this area and a proposal will be at the next meeting. Sundrop street tree to be replaced in September. For the pocket park project – seeing some dying plants in the pocket parks.

Ms. Kassel requested a budget number for doing this from the Board.

Mr. Lomasney commented on the sod at the playground on Middlebrook area. Seeding is recommended. Previous proposal of Bahia sod was reviewed for all the missing sod.

Mr. Chokanis commented that the grass needs to be fixed, but the proposal is expensive.

Ms. Kassel asked is the irrigation working here.

Mr. Lomasney responded that it is.

Discussion ensued about seeding and Bahia. See discussion due to price and being cost effective followed.

Ms. Phillips asked how many miles of irrigation in the community?

Mr. Lomasney responded that he is unsure.

Ms. Kassel asked who is responsible for the trees at Five Oaks Drive in front of the Ashley Park townhomes?

Mr. Lomasney responded that is the homeowner.

Ms. Kassel inquired would this be the HOA.

Ms. Kassel asked about the trees around the Ashley Park pool.

Mr. Leet noted Ashley Park HOA owns the surrounding areas. Discussion ensued.

Discussion over signs on Clay Brick Road that state Residents Park Only ensued.

Mr. Chokanis asked about the mainline break and how it was caused.

Mr. Lomasney explained what happened to the pipe.

Discussion over Schoolhouse Road irrigation ensued. Ms. Kassel called the school to see when it is going to be addressed, Mr. Lomasney contacted the school also.

B. Field Manager: Inframark

i. Monthly Report

Mr. Baez went over the projects that are being worked on. Painting is happening, water drinking fountain replaced at Buck Lake, Swim Club lattice done, five dog stations replaced, paver's in Ashley pool are being done, restrooms are being done two times a day to check for cleanliness, wax rings were replaced in the bathrooms, drained kids pool and tried to remove the stains, resurfacing maybe needed, all swings throughout the community have been replaced.

Ms. Kassel would like to see responses from Inframark like Benchmark does, dates to be included.

Harmony CDD
August 29, 2024

Mr. LeMenager commented that the pocket park behind his home, between Schoolhouse and Beargrass was the staging area for the alleyway and the sod there is dead. This should be in the Field Inspection Report.

Ms. Kassel inquired if Inframark has a sidewalk crew.

Mr. Neal responded they do.

Ms. Kassel asked if there was any update on the Waste Management claim.

Mr. Neal responded that he is still waiting to hear back from them.

Ms. Kassel asked if there was any update on the No Commercial Vehicle Parking signs.

Mr. Neal responded that the applicable application has been submitted to the County, but they have not received an update.

C. District Engineer: Pegasus

i. Community Maintenance Facility Update

ii. Safety Ramp Improvements at the Intersection of Clay Brick Road and the High School

Mr. Neal reported Mr. Hamstra was unable to attend due to a conflict.

Mr. LeMenager commented that he was not happy with the Engineer sending stuff late, and that everything is last minute.

Ms. Kassel commented on the bathymetric survey and asked how you read it.

The following information was emailed to the Supervisors prior to the meeting.

- Garden Road Storage Shed – we have called and emailed Osceola County repeatedly to speak with someone about not required a Site Development Plan (SPD) submittal and only proceed with a Building Permit Application as we were informed originally. Unfortunately, to be continued.
- Five Oaks Drive Proposed Maintenance Facility – we have not been able to secure a proposal from a Civil Engineering company yet to prepare and submit development plans to Osceola County. We have a few more names to contact and request proposals for the Board's approval.
- The Estates Drainage Improvements – we have completed the construction plans (refer to first attachment) and have requested PJ Piney with Element Environmental to provide a quote that can be reviewed by the Board at the September 26th CDD meeting.
- Bathymetric Survey for Ponds P2-2 and P2-3 (refer to the second attachment for a copy of the Bathymetric Survey).

Harmony CDD
August 29, 2024

D. District Counsel: Kutak Rock

i. Consideration of Agreement with Flock and Related Negotiation Issues

Ms. John provided a Flock agreement status update, background on the agreement and what was holding it up. Flock did agree with the changes, and it was signed.

Discussion over what happened followed.

ii. Consideration of Resolution 2024-12, Security Access Policy

Ms. John noted the District Manager should be the only one with access.

On MOTION by Ms. Kassel seconded by Mr. LeMenager, with all in favor, Resolution 2024-12 Security Access Policy

E. District Manager: Inframark

i. Arbitrage Rebate Report Capital Improvement Revenue Refunding Bonds, Series 2014

Mr. Neal noted this is for informational purposes. The report indicates that there is no cumulative rebate requirement liability as of June 29, 2024.

ii. Arbitrage Rebate Report Capital Improvement Revenue Refunding Bonds, Series 2015

Mr. Neal noted this is for informational purposes. The report indicates that there is no cumulative rebate requirement liability as of April 27, 2024.

iii. Consideration of LLS Tax Solutions Inc, Engagement Letter Capital Improvement Refunding Bonds, Series 2015

Mr. Neal stated this is the engagement letter for the next three years, \$600 per year. The arbitrage services are to assist in meeting requirements for federal income tax compliance purposes.

On MOTION by Ms. Kassel seconded by Mr. LeMenager, with all in favor, the LLS Tax Solutions Inc, Engagement Letter Capital Improvement Refunding Bonds, Series 2015 was approved.

Mr. Neal commented on the meeting schedule and that the October meeting is on the 31st which is Halloween. It was suggested to move it one week earlier to October 24th.

On MOTION by Mr. LeMenager and seconded by Ms. Kassel, with all in favor, moving the October 31st meeting to October 24th was approved.

Harmony CDD
August 29, 2024

FOURTH ORDER OF BUSINESS

Business Items

None.

FIFTH ORDER OF BUSINESS

Consent Agenda

A. Minutes for the July 25, 2024 Regular Meeting

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

B. Financial Statements (July 2024)

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

C. Check Register #291 (July 2024)

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

Ms. Kassel commented on user facility revenue being a negative. Access card revenue is so low, why is this so low. Discussion ensued.

Mr. Baez commented that he will take what he has to Celebration right of way for processing.

Ms. Kassel commented that Reserve - Other is negative \$59,801, why is this. This needs to be corrected and revised for the agenda.

Mr. Neal will talk to Christian, the accountant, about that.

Ms. Phillips commented that she has questions but she we will talk with Christian about them.

Mr. LeMenager commented that the District finally got all of our revenue, why did it take so long. He had one comment on the minutes, that when motioning to approve the budget with a 3.5% increase, he had thought that Mr. Leet said it specifically. Motion does not include the budget at 3.5%.

Ms. John noted the Board can approve the minutes to reflect that change.

Mr. Leet commented on the motion and clarified that the issues found on the financials within the consent agenda and the changes to the minutes are included in the motion Kerul/Dan made.

D. Ratification of Proposal #116697 from Benchmark Landscaping for 6839 Sundrop – Oak Tree

Mr. Neal noted this is to replace a tree which is scheduled for the second week of September.

E. Ratification of Proposal #26896 from Complete Access Control O.C. F. Inc for Ashley Pool

Mr. Neal noted this was to fix the access control to Ashley pool.

<p>On MOTION by Ms. Kassel seconded by Ms. Phillips, with all in favor, the Consent Agenda was approved as amended.</p>

Harmony CDD
August 29, 2024

SIXTH ORDER OF BUSINESS

Supervisor Requests

A. Discussion of Pools (Supervisor Phillips)

Ms. Phillips noted the pool is not staying as nice as it used to at Swim Club.

Mr. Baez stated EcoLab does the chemicals. Field does the cleaning of it.

Ms. Phillips continued that users should be showering to remove lotions and sunscreen.
Discussion ensued.

Mr. Leet suggested asking Ecolab and see what is going on and if more chemicals are needed to help with the lotions.

Mr. Leet stated a resident comment about the pond behind Oakmark, Field services could communicate even if nothing is there.

Ms. Kassel addressed plants in the pocket parks that they visited ten months ago, we now have dead plants. Asking the board what they want to approve for pocket park refurbishment work with Mr. Lomasney.

Mr. LeMenager commented that the pocket parks do not get used for anything, they are nice to look at but is this needed.

Mr. Leet stated there is \$45,000 in the budget.

Mr. Neal commented that there is \$5,000 remaining. Discussion ensued over pocket park usage. Resident made a comment about them.

Ms. Kassel asked the Board for a number.

Mr. Chokanis asked about the ramp for safety on Clay Brick Road.

Ms. Phillips asked what the ramp will do.

Mr. Chokanis responded that it would be to prevent kids falling off the curb.

Ms. Phillips stated back to the pocket parks. Discussion ensued over getting a proposal.

Ms. Kassel commented that we could use the line item for Landscape Services - Miscellaneous for field which is \$28,109. Discussion ensued.

Mr. Phillips asked about the ramp again. Discussion followed.

Mr. Chokanis tried to explain the purpose.

A resident commented on Clay Brick Rd and that school kids that are not from Harmony, are parking cars in the area.

Mr. LeMenager commented that this issue is old and is a County issue.

Mr. Chokanis suggested contacting the County. Discussion ensued.

Harmony CDD
August 29, 2024

227 **SEVENTH ORDER OF BUSINESS** **Adjournment**

228

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On MOTION by Mr. LeMenager, seconded by Mr. Chokanis, with
all in favor, the meeting adjourned at 7:15 p.m.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

TO: Board of Supervisors, Harmony CDD
FROM: Christian Haller, Accountant
CC: Angel Montagna, District Manager
DATE: September 16, 2024
SUBJECT: August 2024 Financials

Please find the attached August 2024 revised 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 Christian.Haller@Inframark.com.

General Fund

- Total Revenue through August is approximately 102% of the annual budget.
 - Non Ad Valorem Assessment collections are currently at 99%.
 - Garden Lot - Includes lease payments for garden lot.
- Total Expenditures through August are at 82% of the annual budget.
 - ▶ Administrative
 - P/R-Board of Supervisors - Includes payroll for meetings through August 2024.
 - ProfServ-Engineering - Pegasus Engineering services. Includes services for maintenance facility, Buck Lake, storm sewer system and other matters.
 - Insurance - General Liability -Egis insurance policy paid \$22,932 in Full for FY24.
 - ▶ Field
 - ProfServ-Field Management - Contract with Inframark.
 - ▶ Landscaping Services
 - Contracts-Mulch - Contract with Benchmark Landscaping.
 - Contracts-Annals - Contract with Benchmark Landscaping.
 - Contracts-Landscape - Benchmark Landscaping provides landscaping services.
 - R&M-Other Landscape - Includes Buck Lake Park renovations, Harmony Square Park renovations and tree removal services.
 - Miscellaneous Services - Includes Verge Sod Work.
 - ▶ 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 Feb invoice for draining of pond and disposal of vegetation.
 - R&M-Parks & Facilities - Various supplies and repairs, including dog waste bags, field staff supplies, swing repair, bathroom exhaust fan deposit, patio umbrellas, gate, mower tires, electrical panel repairs, signs, and two benches.
 - ▶ Debt Service
 - Principal Expense - Principal portion of VC1 debt service assessment transferred from the general fund to the series 2015 debt service fund.
 - Interest Expense - Interest portion of VC1 debt service assessment transferred from the general fund to the series 2015 debt service fund.

General Fund Reserves

- ▶ \$60,440 fund balance = \$1 Million fund balance transferred from General Fund in FY22, minus \$452,994 FY22 expenditures, plus \$300,000 fund balance transferred from General Fund in FY23, minus \$786,566 FY23 expenditures.

HARMONY

Community Development District

Financial Statements

(Unaudited)

August 31, 2024

HARMONYCommunity Development District

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Non-Ad Valorem Special Assessments	7
Cash and Investment Report	8

HARMONY

Community Development District

Balance Sheet

August 31, 2024

ACCOUNT DESCRIPTION	GENERAL FUND	GENERAL FUND RESERVES	SERIES 2014 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
ASSETS					
Cash - Checking Account	\$ 425,050	\$ -	\$ -	\$ -	\$ 425,050
Accounts Receivable	195	-	-	-	195
Due From Other Funds	-	-	22,324	13,424	35,748
Investments:					
Money Market Account	1,045,975	60,440	-	-	1,106,415
Interest Account	-	-	-	6,767	6,767
Prepayment Account	-	-	66,097	70,888	136,985
Reserve Fund	-	-	607,313	340,000	947,313
Revenue Fund	-	-	682,517	304,823	987,340
Prepaid Items	13,055	-	-	-	13,055
TOTAL ASSETS	\$ 1,484,275	\$ 60,440	\$ 1,378,251	\$ 735,902	\$ 3,658,868
LIABILITIES					
Accounts Payable	\$ 48,329	\$ -	\$ -	\$ -	\$ 48,329
Accrued Expenses	32,988	-	-	-	32,988
Due To Other Funds	35,748	-	-	-	35,748
TOTAL LIABILITIES	117,065	-	-	-	117,065
FUND BALANCES					
Nonspendable:					
Prepaid Items	13,055	-	-	-	13,055
Restricted for:					
Debt Service	-	-	1,378,251	735,902	2,114,153
Assigned to:					
Operating Reserves	467,801	-	-	-	467,801
Unassigned:	886,354	60,440	-	-	946,794
TOTAL FUND BALANCES	\$ 1,367,210	\$ 60,440	\$ 1,378,251	\$ 735,902	\$ 3,541,803
TOTAL LIABILITIES & FUND BALANCES	\$ 1,484,275	\$ 60,440	\$ 1,378,251	\$ 735,902	\$ 3,658,868

HARMONY

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 30,000	\$ 27,500	\$ 44,801	\$ 17,301
Interest - Tax Collector	-	-	5,772	5,772
Special Assmnts- Tax Collector	2,791,633	2,791,633	2,757,936	(33,697)
Special Assessments-Tax Collector-VC1	(33,132)	(33,132)	-	33,132
Special Assmnts- Discounts	(111,665)	(111,665)	(74,766)	36,899
Other Miscellaneous Revenues	-	-	125	125
Access Cards	1,200	1,100	104	(996)
User Facility Revenue	600	550	(642)	(1,192)
Garden Lot	1,207	1,111	1,325	214
TOTAL REVENUES	2,679,843	2,677,097	2,734,655	57,558
<u>EXPENDITURES</u>				
<u>Administration</u>				
P/R-Board of Supervisors	14,000	12,837	6,800	6,037
FICA Taxes	1,071	979	581	398
ProfServ-Arbitrage Rebate	1,200	1,200	1,800	(600)
ProfServ-Dissemination Agent	1,500	1,500	1,500	-
ProfServ-Engineering	60,000	55,000	77,697	(22,697)
ProfServ-Legal Services	60,000	55,000	50,106	4,894
ProfServ-Mgmt Consulting	71,328	65,384	65,384	-
ProfServ-Property Appraiser	392	392	751	(359)
ProfServ-Recording Secretary	4,326	3,966	1,082	2,884
ProfServ-Special Assessment	9,087	9,087	8,822	265
ProfServ-Trustee Fees	10,160	10,160	4,636	5,524
Auditing Services	4,400	4,400	-	4,400
Postage and Freight	1,000	913	5,261	(4,348)
Rental - Meeting Room	7,500	6,875	1,553	5,322
Insurance - General Liability	20,000	20,000	22,932	(2,932)
Printing and Binding	-	-	174	(174)
Legal Advertising	1,200	1,100	796	304
Misc-Assessment Collection Cost	55,832	55,832	53,663	2,169
Annual District Filing Fee	175	175	175	-
Total Administration	323,171	304,800	303,713	1,087
<u>Field</u>				
ProfServ-Field Management	375,810	344,498	344,492	6
Total Field	375,810	344,498	344,492	6
<u>Landscape Services</u>				
Contracts-Mulch	77,347	70,906	77,348	(6,442)
Contracts-Annuaals	14,000	12,837	9,215	3,622
Contracts - Landscape	699,567	641,270	640,063	1,207
R&M-Other Landscape	-	-	17,495	(17,495)
R&M-Irrigation	30,000	27,500	4,909	22,591
R&M-Trees and Trimming	40,000	36,663	11,359	25,304
Miscellaneous Services	50,000	45,837	13,561	32,276
Total Landscape Services	910,914	835,013	773,950	61,063

HARMONY

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Utilities</u>				
Electricity - General	43,550	39,921	32,954	6,967
Electricity - Streetlights	139,470	127,848	121,754	6,094
Utility - Water & Sewer	211,860	194,205	168,674	25,531
Total Utilities	394,880	361,974	323,382	38,592
<u>Operation & Maintenance</u>				
Utility - Refuse Removal	3,500	3,212	3,979	(767)
R&M-Ponds	20,000	18,333	43,569	(25,236)
R&M-Pools	35,000	32,083	27,739	4,344
R&M-Roads & Alleyways	2,000	1,837	16,250	(14,413)
R&M-Streetlights	10,000	9,167	-	9,167
R&M-Vehicles	15,000	13,750	4,904	8,846
R&M-Equipment Boats	10,000	9,167	5,307	3,860
R&M-Parks & Facilities	45,000	41,250	42,180	(930)
R&M-Garden Lot	2,000	1,833	4,913	(3,080)
Sidewalk Panel Replacements	20,000	18,333	-	18,333
R&M-Invasive Plant Maintenance	105,000	96,250	5,050	91,200
Security Enhancements	5,700	5,225	18,610	(13,385)
Op Supplies - Fuel, Oil	8,000	7,333	155	7,178
Cap Outlay - Vehicles	15,000	15,000	-	15,000
Reserve - Other	412,000	-	59,801	(59,801)
Total Operation & Maintenance	708,200	272,773	232,457	40,316
<u>Debt Service</u>				
Principal Debt Retirement	14,177	14,177	268,292	(254,115)
Interest Expense	12,423	12,423	6,767	5,656
Total Debt Service	26,600	26,600	275,059	(248,459)
TOTAL EXPENDITURES	2,739,575	2,145,658	2,253,053	(107,395)
Excess (deficiency) of revenues				
Over (under) expenditures	(59,732)	531,439	481,602	(49,837)
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(59,732)	-	-	-
TOTAL FINANCING SOURCES (USES)	(59,732)	-	-	-
Net change in fund balance	\$ (59,732)	\$ 531,439	\$ 481,602	\$ (49,837)
FUND BALANCE, BEGINNING (OCT 1, 2023)	885,608	885,608	885,608	
FUND BALANCE, ENDING	\$ 825,876	\$ 1,417,047	\$ 1,367,210	

HARMONY

Community Development District

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES	-	-	-	-
<u>EXPENDITURES</u>				
TOTAL EXPENDITURES	-	-	-	-
Excess (deficiency) of revenues Over (under) expenditures	-	-	-	-
Net change in fund balance	\$ -	\$ -	\$ -	\$ -
FUND BALANCE, BEGINNING (OCT 1, 2023)	-	-	60,440	
FUND BALANCE, ENDING	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 60,440</u>	

HARMONY

Community Development District

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 60	\$ 55	\$ 65,186	\$ 65,131
Special Assmnts- Tax Collector	1,208,761	1,208,761	1,204,138	(4,623)
Special Assmnts- Prepayment	-	-	66,097	66,097
Special Assmnts- Discounts	(48,350)	(48,350)	(32,644)	15,706
TOTAL REVENUES	1,160,471	1,160,466	1,302,777	142,311
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	24,175	24,175	23,430	745
Total Administration	24,175	24,175	23,430	745
<u>Debt Service</u>				
Principal Debt Retirement	725,000	725,000	725,000	-
Principal Prepayments	-	-	20,000	(20,000)
Interest Expense	421,013	421,013	420,488	525
Total Debt Service	1,146,013	1,146,013	1,165,488	(19,475)
TOTAL EXPENDITURES	1,170,188	1,170,188	1,188,918	(18,730)
Excess (deficiency) of revenues Over (under) expenditures	(9,717)	(9,722)	113,859	123,581
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(9,717)	-	-	-
TOTAL FINANCING SOURCES (USES)	(9,717)	-	-	-
Net change in fund balance	\$ (9,717)	\$ (9,722)	\$ 113,859	\$ 123,581
FUND BALANCE, BEGINNING (OCT 1, 2023)	1,264,392	1,264,392	1,264,392	
FUND BALANCE, ENDING	\$ 1,254,675	\$ 1,254,670	\$ 1,378,251	

HARMONY

Community Development District

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 30	\$ 28	\$ 33,815	\$ 33,787
Special Assmnts- Tax Collector	593,460	593,460	539,798	(53,662)
Special Assmnts- Other	26,600	26,600	275,059	248,459
Special Assmnts- Prepayment	-	-	160,270	160,270
Special Assmnts- Discounts	(23,738)	(23,738)	(14,634)	9,104
TOTAL REVENUES	596,352	596,350	994,308	397,958
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	11,869	11,869	10,503	1,366
Total Administration	11,869	11,869	10,503	1,366
<u>Debt Service</u>				
Principal Debt Retirement	295,000	295,000	295,000	-
Principal Prepayments	-	-	380,000	(380,000)
Interest Expense	269,100	269,100	268,459	641
Total Debt Service	564,100	564,100	943,459	(379,359)
TOTAL EXPENDITURES	575,969	575,969	953,962	(377,993)
Excess (deficiency) of revenues Over (under) expenditures	20,383	20,381	40,346	19,965
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	20,383	-	-	-
TOTAL FINANCING SOURCES (USES)	20,383	-	-	-
Net change in fund balance	\$ 20,383	\$ 20,381	\$ 40,346	\$ 19,965
FUND BALANCE, BEGINNING (OCT 1, 2023)	695,556	695,556	695,556	
FUND BALANCE, ENDING	\$ 715,939	\$ 715,937	\$ 735,902	

HARMONY

Community Development District

Supporting Schedules

August 31, 2024

HARMONY

Community Development District

Cash and Investment Report

August 31, 2024

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%	\$425,050
Money Market Account	BankUnited	Money Market Account	n/a	5.25%	\$1,045,975

Reserve Fund

Money Market Account	BankUnited	Money Market Account	n/a	5.25%	\$60,440
Subtotal					<u>\$1,471,025</u>

Debt Service Funds

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2014 Prepayment Fund	US Bank	US Bank Gcts	n/a	5.25%	\$66,097
Series 2014 Reserve Fund	US Bank	US Bank Gcts	n/a	5.25%	\$607,313
Series 2014 Revenue Fund	US Bank	US Bank Gcts	n/a	5.25%	\$532,517
Series 2015 Interest Fund	US Bank	US Bank Open-Ended Ct	n/a	5.25%	\$6,767
Series 2015 Prepayment Fund	US Bank	US Bank Gcts	n/a	5.25%	\$70,888
Series 2015 Reserve Fund	US Bank	US Bank Gcts	n/a	5.25%	\$340,000
Series 2015 Revenue Fund	US Bank	US Bank Gcts	n/a	5.25%	\$244,823
Subtotal					<u>\$1,868,405</u>
Total					<u><u>\$3,339,430</u></u>

HARMONY

Community Development District

**Non-Ad Valorem Special Assessments
Osceola County Tax Collector - Monthly Collection Report
For the Fiscal Year Ending September 30, 2024**

					Allocation by Fund		
Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	General Fund	Series 2014 Debt Service Fund ⁽¹⁾	Series 2015 Debt Service Fund ⁽¹⁾
ASSESSMENTS LEVIED FY 2024				\$ 4,502,795	\$ 2,758,501	\$ 1,204,385	\$ 539,909
Allocation %				100%	61%	27%	12%
11/10/2023	\$ 21,549	\$ 1,163	\$ 440	\$ 23,151	\$ 14,183	\$ 6,192	\$ 2,776
11/24/2023	\$ 248,290	\$ 10,556	\$ 5,067	\$ 263,914	\$ 161,679	\$ 70,590	\$ 31,645
12/11/2023	\$ 2,797,087	\$ 118,924	\$ 57,083	\$ 2,973,094	\$ 1,821,376	\$ 795,228	\$ 356,489
12/22/2023	\$ 133,910	\$ 5,235	\$ 2,733	\$ 141,877	\$ 86,917	\$ 37,949	\$ 17,012
1/10/2024	\$ 68,699	\$ 2,168	\$ 1,402	\$ 72,269	\$ 44,274	\$ 19,330	\$ 8,665
1/10/2024	\$ 11,526	\$ 364	\$ 235	\$ 12,125	\$ 7,428	\$ 3,243	\$ 1,454
2/8/2024	\$ 581	\$ 18	\$ 12	\$ 611	\$ 375	\$ 164	\$ 73
2/8/2024	\$ 49,231	\$ 1,093	\$ 1,005	\$ 51,329	\$ 31,445	\$ 13,729	\$ 6,155
3/8/2024	\$ 65,412	\$ 723	\$ 1,335	\$ 67,469	\$ 41,333	\$ 18,046	\$ 8,090
3/8/2024	\$ 980.09	\$ -	\$ 20	\$ 1,000	\$ 613	\$ 267	\$ 120
4/8/2024	\$ 14,644.01	\$ -	\$ 299	\$ 14,943	\$ 9,154	\$ 3,997	\$ 1,792
4/8/2024	\$ 236,040.17	\$ -	\$ 4,817	\$ 240,857	\$ 147,554	\$ 64,423	\$ 28,880
5/8/2024	\$ 1,270.02	\$ -	\$ 26	\$ 1,296	\$ 794	\$ 347	\$ 155
5/8/2024	\$ 30,641.96	\$ -	\$ 625	\$ 31,267	\$ 19,155	\$ 8,363	\$ 3,749
6/10/2024	\$ 25,391.59	\$ (755)	\$ 518	\$ 25,155	\$ 15,411	\$ 6,728	\$ 3,016
6/18/2024	\$ 586,979.41	\$ (17,445)	\$ 11,979	\$ 581,513	\$ 356,247	\$ 155,540	\$ 69,726
TOTAL	\$ 4,292,231	\$ 122,044	\$ 87,597	\$ 4,501,872	\$ 2,757,936	\$ 1,204,138	\$ 539,798

Collected in % 99.98%

TOTAL OUTSTANDING	\$ 923	\$ 565	\$ 247	\$ 111
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Note (1): Variance between budget and assessment levy is due to prepayments received during the budget process.

TO: Board of Supervisors, Harmony CDD
FROM: Christian Haller, Accountant
CC: Angel Montagna, District Manager
DATE: October 17, 2024
SUBJECT: September 2024 Financials

Please find the attached September 2024 revised 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 Christian.Haller@Inframark.com.

General Fund

- Total Revenue through September is approximately 102% of the annual budget.
 - Non Ad Valorem Assessment collections are currently at 99%.
 - Garden Lot - Includes lease payments for garden lot.
- Total Expenditures through September are at 82% of the annual budget.
 - ▶ Administrative
 - P/R-Board of Supervisors - Includes payroll for meetings through September 2024.
 - ProfServ-Engineering - Pegasus Engineering services. Includes services for maintenance facility, Buck Lake, storm sewer system and other matters.
 - Insurance - General Liability -Egis insurance policy paid \$22,932 in Full for FY24.
 - ▶ Field
 - ProfServ-Field Management - Contract with Inframark.
 - ▶ Landscaping Services
 - Contracts-Mulch - Contract with Benchmark Landscaping.
 - Contracts-Annuaals - Contract with Benchmark Landscaping.
 - Contracts-Landscape - Benchmark Landscaping provides landscaping services.
 - R&M-Other Landscape - Includes Buck Lake Park renovations, Harmony Square Park renovations and tree removal services.
 - Miscellaneous Services - Includes Verge Sod Work.
 - ▶ 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 Feb invoice for draining of pond and disposal of vegetation.
 - R&M-Parks & Facilities - Various supplies and repairs, including dog waste bags, field staff supplies, swing repair, bathroom exhaust fan deposit, patio umbrellas, gate, mower tires, electrical panel repairs, signs, and two benches.
 - ▶ Debt Service
 - Principal Expense - Principal portion of VC1 debt service assessment transferred from the general fund to the series 2015 debt service fund.
 - Interest Expense - Interest portion of VC1 debt service assessment transferred from the general fund to the series 2015 debt service fund.

General Fund Reserves

- ▶ \$60,440 fund balance = \$1 Million fund balance transferred from General Fund in FY22, minus \$452,994 FY22 expenditures, plus \$300,000 fund balance transferred from General Fund in FY23, minus \$786,566 FY23 expenditures.

HARMONY
Community Development District

Financial Report

September 30, 2024

Prepared by



HARMONYCommunity Development District

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HARMONY

Community Development District

Balance Sheet
September 30, 2024

ACCOUNT DESCRIPTION	GENERAL FUND	GENERAL FUND RESERVES	SERIES 2014 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
ASSETS					
Cash - Checking Account	\$ 691,909	\$ -	\$ -	\$ -	\$ 691,909
Accounts Receivable	195	-	-	-	195
Due From Other Funds	-	-	22,324	13,424	35,748
Investments:					
Money Market Account	695,975	60,440	-	-	756,415
Interest Account	-	-	-	6,767	6,767
Prepayment Account	-	-	66,097	70,888	136,985
Reserve Fund	-	-	607,313	340,000	947,313
Revenue Fund	-	-	687,825	307,766	995,591
Prepaid Items	7,812	-	-	-	7,812
TOTAL ASSETS	\$ 1,395,891	\$ 60,440	\$ 1,383,559	\$ 738,845	\$ 3,578,735
LIABILITIES					
Accounts Payable	\$ 113,287	\$ -	\$ -	\$ -	\$ 113,287
Accrued Expenses	24,993	-	-	-	24,993
Due To Other Funds	35,748	-	-	-	35,748
TOTAL LIABILITIES	174,028	-	-	-	174,028
FUND BALANCES					
Nonspendable:					
Prepaid Items	7,812	-	-	-	7,812
Restricted for:					
Debt Service	-	-	1,383,559	738,845	2,122,404
Assigned to:					
Operating Reserves	467,801	-	-	-	467,801
Unassigned:	746,250	60,440	-	-	806,690
TOTAL FUND BALANCES	\$ 1,221,863	\$ 60,440	\$ 1,383,559	\$ 738,845	\$ 3,404,707
TOTAL LIABILITIES & FUND BALANCES	\$ 1,395,891	\$ 60,440	\$ 1,383,559	\$ 738,845	\$ 3,578,735

HARMONY

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 30,000	\$ 30,000	\$ 44,802	\$ 14,802
Interest - Tax Collector	-	-	5,772	5,772
Special Assmnts- Tax Collector	2,791,633	2,791,633	2,757,936	(33,697)
Special Assessments-Tax Collector-VC1	(33,132)	(33,132)	-	33,132
Special Assmnts- Discounts	(111,665)	(111,665)	(74,766)	36,899
Other Miscellaneous Revenues	-	-	125	125
Access Cards	1,200	1,200	104	(1,096)
User Facility Revenue	600	600	(642)	(1,242)
Garden Lot	1,207	1,207	1,325	118
TOTAL REVENUES	2,679,843	2,679,843	2,734,656	54,813
EXPENDITURES				
Administration				
P/R-Board of Supervisors	14,000	14,000	7,400	6,600
FICA Taxes	1,071	1,071	627	444
ProfServ-Arbitrage Rebate	1,200	1,200	1,800	(600)
ProfServ-Dissemination Agent	1,500	1,500	1,500	-
ProfServ-Engineering	60,000	60,000	84,036	(24,036)
ProfServ-Legal Services	60,000	60,000	51,599	8,401
ProfServ-Mgmt Consulting	71,328	71,328	71,328	-
ProfServ-Property Appraiser	392	392	751	(359)
ProfServ-Recording Secretary	4,326	4,326	1,082	3,244
ProfServ-Special Assessment	9,087	9,087	8,822	265
ProfServ-Trustee Fees	10,160	10,160	4,636	5,524
Auditing Services	4,400	4,400	4,600	(200)
Postage and Freight	1,000	1,000	5,310	(4,310)
Rental - Meeting Room	7,500	7,500	1,553	5,947
Insurance - General Liability	20,000	20,000	22,932	(2,932)
Printing and Binding	-	-	174	(174)
Legal Advertising	1,200	1,200	1,171	29
Misc-Assessment Collection Cost	55,832	55,832	53,663	2,169
Annual District Filing Fee	175	175	175	-
Total Administration	323,171	323,171	323,159	12
Field				
ProfServ-Field Management	375,810	375,810	375,809	1
Total Field	375,810	375,810	375,809	1
Landscape Services				
Contracts-Mulch	77,347	77,347	77,348	(1)
Contracts-Annuaals	14,000	14,000	12,715	1,285
Contracts - Landscape	699,567	699,567	699,583	(16)
R&M-Other Landscape	-	-	17,495	(17,495)
R&M-Irrigation	30,000	30,000	4,909	25,091
R&M-Trees and Trimming	40,000	40,000	12,344	27,656
Miscellaneous Services	50,000	50,000	17,844	32,156
Total Landscape Services	910,914	910,914	842,238	68,676

HARMONY

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Utilities</u>				
Electricity - General	43,550	43,550	32,938	10,612
Electricity - Streetlights	139,470	139,470	122,060	17,410
Utility - Water & Sewer	211,860	211,860	187,713	24,147
Total Utilities	394,880	394,880	342,711	52,169
<u>Operation & Maintenance</u>				
Utility - Refuse Removal	3,500	3,500	4,367	(867)
R&M-Ponds	20,000	20,000	43,569	(23,569)
R&M-Pools	35,000	35,000	34,199	801
R&M-Roads & Alleyways	2,000	2,000	16,250	(14,250)
R&M-Streetlights	10,000	10,000	-	10,000
R&M-Vehicles	15,000	15,000	4,904	10,096
R&M-Equipment Boats	10,000	10,000	5,307	4,693
R&M-Parks & Facilities	45,000	45,000	42,180	2,820
R&M-Garden Lot	2,000	2,000	4,913	(2,913)
Sidewalk Panel Replacements	20,000	20,000	-	20,000
R&M-Invasive Plant Maintenance	105,000	105,000	5,050	99,950
Security Enhancements	5,700	5,700	18,730	(13,030)
Op Supplies - Fuel, Oil	8,000	8,000	155	7,845
Cap Outlay - Vehicles	15,000	15,000	-	15,000
Reserve - Other	412,000	412,000	59,801	352,199
Total Operation & Maintenance	708,200	708,200	239,425	468,775
<u>Debt Service</u>				
Principal Debt Retirement	14,177	14,177	268,292	(254,115)
Interest Expense	12,423	12,423	6,767	5,656
Total Debt Service	26,600	26,600	275,059	(248,459)
TOTAL EXPENDITURES	2,739,575	2,739,575	2,398,401	341,174
Excess (deficiency) of revenues				
Over (under) expenditures	(59,732)	(59,732)	336,255	395,987
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(59,732)	-	-	-
TOTAL FINANCING SOURCES (USES)	(59,732)	-	-	-
Net change in fund balance	\$ (59,732)	\$ (59,732)	\$ 336,255	\$ 395,987
FUND BALANCE, BEGINNING (OCT 1, 2023)	885,608	885,608	885,608	
FUND BALANCE, ENDING	\$ 825,876	\$ 825,876	\$ 1,221,863	

HARMONY

Community Development District

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES	-	-	-	-
<u>EXPENDITURES</u>				
TOTAL EXPENDITURES	-	-	-	-
Excess (deficiency) of revenues Over (under) expenditures	-	-	-	-
Net change in fund balance	\$ -	\$ -	\$ -	\$ -
FUND BALANCE, BEGINNING (OCT 1, 2023)	-	-	60,440	
FUND BALANCE, ENDING	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 60,440</u>	

HARMONY

Community Development District

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 60	\$ 60	\$ 70,494	\$ 70,434
Special Assmnts- Tax Collector	1,208,761	1,208,761	1,204,138	(4,623)
Special Assmnts- Prepayment	-	-	66,097	66,097
Special Assmnts- Discounts	(48,350)	(48,350)	(32,644)	15,706
TOTAL REVENUES	1,160,471	1,160,471	1,308,085	147,614
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	24,175	24,175	23,430	745
Total Administration	24,175	24,175	23,430	745
Debt Service				
Principal Debt Retirement	725,000	725,000	725,000	-
Principal Prepayments	-	-	20,000	(20,000)
Interest Expense	421,013	421,013	420,488	525
Total Debt Service	1,146,013	1,146,013	1,165,488	(19,475)
TOTAL EXPENDITURES	1,170,188	1,170,188	1,188,918	(18,730)
Excess (deficiency) of revenues Over (under) expenditures	(9,717)	(9,717)	119,167	128,884
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	(9,717)	-	-	-
TOTAL FINANCING SOURCES (USES)	(9,717)	-	-	-
Net change in fund balance	\$ (9,717)	\$ (9,717)	\$ 119,167	\$ 128,884
FUND BALANCE, BEGINNING (OCT 1, 2023)	1,264,392	1,264,392	1,264,392	
FUND BALANCE, ENDING	\$ 1,254,675	\$ 1,254,675	\$ 1,383,559	

HARMONY

Community Development District

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 30	\$ 30	\$ 36,758	\$ 36,728
Special Assmnts- Tax Collector	593,460	593,460	539,798	(53,662)
Special Assmnts- Other	26,600	26,600	275,059	248,459
Special Assmnts- Prepayment	-	-	160,270	160,270
Special Assmnts- Discounts	(23,738)	(23,738)	(14,634)	9,104
TOTAL REVENUES	596,352	596,352	997,251	400,899
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	11,869	11,869	10,503	1,366
Total Administration	11,869	11,869	10,503	1,366
Debt Service				
Principal Debt Retirement	295,000	295,000	295,000	-
Principal Prepayments	-	-	380,000	(380,000)
Interest Expense	269,100	269,100	268,459	641
Total Debt Service	564,100	564,100	943,459	(379,359)
TOTAL EXPENDITURES	575,969	575,969	953,962	(377,993)
Excess (deficiency) of revenues Over (under) expenditures	20,383	20,383	43,289	22,906
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	20,383	-	-	-
TOTAL FINANCING SOURCES (USES)	20,383	-	-	-
Net change in fund balance	\$ 20,383	\$ 20,383	\$ 43,289	\$ 22,906
FUND BALANCE, BEGINNING (OCT 1, 2023)	695,556	695,556	695,556	
FUND BALANCE, ENDING	\$ 715,939	\$ 715,939	\$ 738,845	

HARMONY

Community Development District

Supporting Schedules

September 30, 2024

HARMONY

Community Development District

Cash and Investment Report

September 30, 2024

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%	\$691,909
Money Market Account	BankUnited	Money Market Account	n/a	5.25%	\$695,975

Reserve Fund

Money Market Account	BankUnited	Money Market Account	n/a	5.25%	\$60,440
Subtotal					\$1,387,884

Debt Service Funds

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2014 Prepayment Fund	US Bank	US Bank Gcts	n/a	5.25%	\$66,097
Series 2014 Reserve Fund	US Bank	US Bank Gcts	n/a	5.25%	\$607,313
Series 2014 Revenue Fund	US Bank	US Bank Gcts	n/a	5.25%	\$687,825
Series 2015 Interest Fund	US Bank	US Bank Open-Ended Ct	n/a	5.25%	\$6,767
Series 2015 Prepayment Fund	US Bank	US Bank Gcts	n/a	5.25%	\$70,888
Series 2015 Reserve Fund	US Bank	US Bank Gcts	n/a	5.25%	\$340,000
Series 2015 Revenue Fund	US Bank	US Bank Gcts	n/a	5.25%	\$307,766
Subtotal					\$2,086,656
Total					\$3,474,540

HARMONY

Community Development District

**Non-Ad Valorem Special Assessments
Osceola County Tax Collector - Monthly Collection Report
For the Fiscal Year Ending September 30, 2024**

					Allocation by Fund		
Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	General Fund	Series 2014 Debt Service Fund ⁽¹⁾	Series 2015 Debt Service Fund ⁽¹⁾
ASSESSMENTS LEVIED FY 2024				\$ 4,502,795	\$ 2,758,501	\$ 1,204,385	\$ 539,909
Allocation %				100%	61%	27%	12%
11/10/2023	\$ 21,549	\$ 1,163	\$ 440	\$ 23,151	\$ 14,183	\$ 6,192	\$ 2,776
11/24/2023	\$ 248,290	\$ 10,556	\$ 5,067	\$ 263,914	\$ 161,679	\$ 70,590	\$ 31,645
12/11/2023	\$ 2,797,087	\$ 118,924	\$ 57,083	\$ 2,973,094	\$ 1,821,376	\$ 795,228	\$ 356,489
12/22/2023	\$ 133,910	\$ 5,235	\$ 2,733	\$ 141,877	\$ 86,917	\$ 37,949	\$ 17,012
1/10/2024	\$ 68,699	\$ 2,168	\$ 1,402	\$ 72,269	\$ 44,274	\$ 19,330	\$ 8,665
1/10/2024	\$ 11,526	\$ 364	\$ 235	\$ 12,125	\$ 7,428	\$ 3,243	\$ 1,454
2/8/2024	\$ 581	\$ 18	\$ 12	\$ 611	\$ 375	\$ 164	\$ 73
2/8/2024	\$ 49,231	\$ 1,093	\$ 1,005	\$ 51,329	\$ 31,445	\$ 13,729	\$ 6,155
3/8/2024	\$ 65,412	\$ 723	\$ 1,335	\$ 67,469	\$ 41,333	\$ 18,046	\$ 8,090
3/8/2024	\$ 980	\$ -	\$ 20	\$ 1,000	\$ 613	\$ 267	\$ 120
4/8/2024	\$ 14,644	\$ -	\$ 299	\$ 14,943	\$ 9,154	\$ 3,997	\$ 1,792
4/8/2024	\$ 236,040	\$ -	\$ 4,817	\$ 240,857	\$ 147,554	\$ 64,423	\$ 28,880
5/8/2024	\$ 1,270	\$ -	\$ 26	\$ 1,296	\$ 794	\$ 347	\$ 155
5/8/2024	\$ 30,642	\$ -	\$ 625	\$ 31,267	\$ 19,155	\$ 8,363	\$ 3,749
6/10/2024	\$ 25,392	\$ (755)	\$ 518	\$ 25,155	\$ 15,411	\$ 6,728	\$ 3,016
6/18/2024	\$ 586,979	\$ (17,445)	\$ 11,979	\$ 581,513	\$ 356,247	\$ 155,540	\$ 69,726
TOTAL	\$ 4,292,231	\$ 122,044	\$ 87,597	\$ 4,501,872	\$ 2,757,936	\$ 1,204,138	\$ 539,798

Collected in %

99.98%

TOTAL OUTSTANDING	\$ 923	\$ 565	\$ 247	\$ 111
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Note (1): Variance between budget and assessment levy is due to prepayments received during the budget process.

HARMONY COMMUNITY DEVELOPMENT DISTRICT
Invoice Report

INVOICE APPROVAL # 292
Date: 9/16/2024

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount	Total
BENCHMARK LANDSCAPING LLC	104062	R	1,614.30	
	104808	R	59,250.00	
		Vendor Total		\$60,864.30
CHARTER COMMUNICATIONS - ACH	1711353042124	R	119.98	
	1997500050624	R	123.98	
		Vendor Total		\$243.96
COMPLETE ACCESS CONTROL	24-1429	R	638.20	
		Vendor Total		\$638.20
ELAN FINANCIAL SERVICES	072024-1777	R	969.14	
	082024-1777	R	4,259.87	
		Vendor Total		\$5,229.01
ELEMENT ENVIROMENT LLC	1127	R	16,250.00	
		Vendor Total		\$16,250.00
FEDEX	8-548-12054	R	18.07	
	8-566-86429	R	28.28	
		Vendor Total		\$46.35
FLOCK SAFTY	INV-45622	R	12,100.00	
		Vendor Total		\$12,100.00
HARMONY C/O U.S. BANK	082024-203	R	150000.00	
	082024-204	R	60000.00	
		Vendor Total		\$210,000.00
INFRAMARK	130317	R	3,244.80	
	132193	R	880.24	
	132332	R	37,261.50	
		Vendor Total		\$41,386.54
KUTAK ROCK LLP	3438850	R	5,510.50	
		Vendor Total		\$5,510.50
LL TAX SOLUTIONS	3464	R	600.00	

HARMONY COMMUNITY DEVELOPMENT DISTRICT
Invoice Report

INVOICE APPROVAL # 292
Date: 9/16/2024

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount	Total
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Vendor Total	\$600.00
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ORLANDO UTILITIES COMMISSION	041424-9921-	R	12,133.04	
		Vendor Total		\$12,133.04

POOLSURE	101295657988	R	60.00	
		Vendor Total		\$60.00

SPIES COMMERICAL POOL EXPRESS	309263	R	275.00	
		Vendor Total		\$275.00

TOHO WATER AUTHORITY - ACH	081924-89369	R	19,039.26	
		Vendor Total		\$19,039.26

WASTE CONNECTIONS OF FLORIDA	149527W460	R	387.76	
		Vendor Total		\$387.76

U.S BANK	7377743	R	5,170.63	
		Vendor Total		\$5,170.63

Total Invoices	\$389,934.55
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HARMONY COMMUNITY DEVELOPMENT DISTRICT
Invoice Report

INVOICE APPROVAL # 293

Date: 10/17/2024

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount	Total
BENCHMARK LANDSCAPING LLC	90132	R	1,350.00	
	89925	R	1,945.00	
		Vendor Total		<u>\$3,295.00</u>
BERGER TOOMBS ELAM GAINES, & FRANK	367866	R	4,600.00	
		Vendor Total		<u>\$4,600.00</u>
CHARTER COMMUNICATIONS - ACH	1997500090624	R	123.98	
	1997518082824	R	119.98	
		Vendor Total		<u>\$243.96</u>
CIOX HWALTH	464934873	R	373.00	
		Vendor Total		<u>\$373.00</u>
ECOLAB	6347878906	R	1,000.00	
	6347897398	R	3,866.00	
		Vendor Total		<u>\$4,866.00</u>
ELAN FINANCIAL SERVICES	092224-1777	R	4,138.02	
		Vendor Total		<u>\$4,138.02</u>
FLORDIA COMMERCE	10012024	R	175.00	
		Vendor Total		<u>\$175.00</u>
KUTAK ROCK LLP	3454590	R	1,493.00	
	3466418	R	1,357.00	
		Vendor Total		<u>\$2,850.00</u>
ORLANDO ORTHOPAEDIC CNTR	58046	R	375.00	
		Vendor Total		<u>\$375.00</u>
ORLANDO UTILITIES COMMISSION	91324	R	12,885.42	
		Vendor Total		<u>\$12,885.42</u>

HARMONY COMMUNITY DEVELOPMENT DISTRICT
Invoice Report

INVOICE APPROVAL # 293

Date: 10/17/2024

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount	Total
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PEGASUS ENGINEERING	227560	R	6,339.00	
		Vendor Total		\$6,339.00

POOLSURE	101295657989	R	35.00	
	101295659024		60.00	
		Vendor Total		\$95.00

SPIES COMMERICAL POOL EXPRESS	310279	R	376.85	
	310873	R	330.00	
		Vendor Total		\$706.85

TOHO WATER AUTHORITY - ACH	091824-8389ACH	R	18,926.53	
		Vendor Total		\$18,926.53

UNITED LAND SERVICES	110358	R	59,250.00	
		Vendor Total		\$59,250.00

WASTE CONNECTIONS OF FLORIDA	149527W460	R	387.76	
		Vendor Total		\$387.76

Total Invoices	\$119,506.54
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