

HARMONY COMMUNITY DEVELOPMENT DISTRICT

CONTINUED AGENDA PACKAGE

Thursday, July 03, 2025

Remote Participation: Zoom: <u>https://zoom.us/j/4276669233</u> --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:

Chairman Daniel Leet, Lucas Chokanis, Vice Chairman Joellyn Phillips, Assistant Secretary Brittany Coronel, Assistant Secretary Julie Williams, Assistant Secretary



Staff Members:

Howard Neal,

Michael Perez, District Manager Jennifer Goldyn, Regional Director Michael Eckert, District Counsel David Hamstra, District Engineer Jose Raul Pabon, Field Supervisor Field Director

Meeting Order of Business

Thursday, July 03, 2025 - 6:00 p.m.

1.	Call to Order and Roll Call		
2.	Adoption of the Agenda		
3.	Audience Comments~ Three- (3) Minute Time Limit		
4.	Business Items		
	A. Consideration of Swartz Proposals		
	i. Consideration of Option 1 Sling Proposal		
	ii. Consideration of Option 2 Strap Proposal	P.	4
	iii. Consideration of Option 3 Plastic Proposal		
	iv. Consideration of Playground Borders Proposal	Ρ.	6
	B. Consideration of RSR Proposals		
	i. Consideration of Red Steel Sculpture Refurbished Proposal		
	ii. Consideration of Rusty Steel Sculpture Refurbished Proposal	. P.	17
	C. Consideration of Sun Deck and Dock LLC Proposals		
	i. Consideration of Kayak Access Dock Proposal		
	ii. Consideration of Structural Reconstruction Proposal	. P.	38
	D. Consideration of Sidewalk Repair Proposals		
	i. Jago Pro Sidewalk Phase 2 Proposal		
	ii. Precision Sidewalk Safety Proposal		
	iii. InfraMark Sidewalk Audit Cat Brier		
	E. Discussion of the Preliminary Fiscal Year 2026 Budget		
	F. Consideration of Resolution 2025-10, Amending Date & Time of Public Hearing		
	G. Discussion of Environmental Maintenance Services Agreement w/ Harmony West	. P.	118
	H. Discussion of Maintenance Facility Location		
	i. Review of the GeoTechnical Report	P.	.129
	ii. Review of the Johnston's Survey Map	. P.	148
5.	Staff Reports		
	A. United Land Services Landscaping Report		
	i. Review of 2025 Storm Cleanup Rates		
	B. Field Inspection Report	. P.	150
	C. District Engineer		
	D. District Counsel		
	i. Discussion of Legal Flat Fee Provision		
	ii. Discussion of County Parking Ordinance		
	iii. Discussion of District Management RFP		
	iv. Discussion of Field Management RFP	. P.	213
	E. District Manager		
	i. InfraMark Notice of Contract Termination	. P.	254
6.	Consent Agenda		
	A. Consideration of Meeting Minutes		
	i. May 29, 2025, Budget Meeting	. P.	255
	ii. May 29, 2025, Regular Meeting		
	B. Review of Financial Statements	. P.	274
	C. Acceptance of Check Register #301	. P.	287
7.	Supervisor Requests		

8. Adjournment

The next meeting is scheduled for Thursday, August 7, 2025, at 6:00 p.m.

District Office: 313 Campus Street Celebration, FL 34747 407-566-1935 www.harmonycdd.org

CARRON

Playgrounds, Site Furnishings, Bleachers & Shade Structures



- TO: Inframark Harmony Isle HOA 7124 Harmony Square Dr S Harmony, FL 34771 407-566-1935
 - Attn: Joseph Gonzalez joseph.gonzalez@inframark.com jose.pabon@inframark.com

P.O. BOX 112783 · NAPLES, FL 34108 E-mail: mail@parkplayusa.com

www.parkplayusa.com

Southwest	FL Numbers	Orlando Area:	407-412-6156
Naples:	239-597-9500	Southeast FL:	954-903-4650
Ft. Myers:	239-772-4234	Tampa Bay:	813-949-2288
	•		

Option 1 - Sling

QUOTATION # 04141

Date:	April 14, 2025
Ship Date:	Approx. 6-8 Weeks ARO
Terms:	50% Dep / Bal. at Shipment
F.O.B.:	Destination
Salesperson:	Tim Hill 407-412-6156
Shipped Via:	CC

Quantity	Description	U	nit Price		Total
	Absolute Patio Furniture / Mi-Lor				
52	#605H201 Welded Sling Stack Chaise Lounge w/ Wide Arms	\$	514.10	\$	26,733.20
68	#609201 Aruba Welded Stack Sling Chair w/ Flat Arm	\$	270.25	\$	18,377.00
20	#236201S Welded 36" Round Pedestal Table, No Hole	\$	360.72	\$	7,214.40
18	#218201S Welded 18" Stack Table	\$	118.58	\$	2,134.44
				\$	54,459.04
	BULK Order Discount			\$	(6,459.04)
				\$	48,000.00
	Shipping & Handling			\$	980.00
				\$	48,980.00
	State Sales Tax (Osceola Co)			\$	3,013.80
	TOTAL PRICE - SLING			\$	51,993.80
	Price does not include off-loading or assembly. Price based on standard colors Price valid for 30 days. To place an order as stated above, please sign below and return one copy along with a check made payable to Swartz Associates for \$25,996.90				
	X Date:				
	- As Authorized Agent			Т	hank you.

Terms & Conditions: Prices do not include off-loading, assembly or installation unless stated. Additional freight services requested, such as lift-gate or inside delivery, will incur additional fees. If sales tax is not shown, Purchaser must provide a copy of tax exemption certificate. All equipment is per manufacturer's current specifications and standard colors. 3rd Party Installation pricing (if provided) does not include any ground preparation, borders or resilient surface material unless stated. Swartz Associates is not responsible for permits or any costs associated with obtaining permits, if required. All deposits are non-refundable and all orders are final. Canceled orders may be subject to a restocking fee. No retainers or holdbacks are permitted. Swartz Associates shall have no liability or responsibility for incidental or consequential damages or injuries associated with this transaction and the equipment being sold. If this invoice is not paid in full as required, any final balance due shall accrue interest at 1.5% per month and Purchaser shall be responsible for all collection costs, including reasonable attorney's fees.

CARRON

Playgrounds, Site Furnishings, Bleachers & Shade Structures



TO: Inframark - Harmony Isle HOA 7124 Harmony Square Dr S Harmony, FL 34771 407-566-1935

> Attn: Joseph Gonzalez joseph.gonzalez@inframark.com jose.pabon@inframark.com

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www.parkplayusa.com

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Ft. Myers:	239-772-4234	Tampa Bay:	813-949-2288
	0		

Option 2 - Strap

QUOTATION # 04142

Date:	April 14, 2025
Ship Date:	Approx. 6-8 Weeks ARO
Terms:	50% Dep / Bal. at Shipment
F.O.B.:	Destination
Salesperson:	Tim Hill 407-412-6156
Shipped Via:	CC

Quantity	Description	Unit Price	Total
	Absolute Patio Furniture / Mi-Lor		
52	#204201 Biscayne Stack Chaise Lounge w/ 2" Vinyl Straps	\$ 368.95	\$ 19,185.40
68	#208201 Biscayne Welded Stack Chair w/ 2" Vinyl Straps	\$ 172.18	\$ 11,708.24
20	#236201S Welded 36" Round Pedestal Table, No Hole	\$ 360.72	\$ 7,214.40
18	#218201S Welded 18" Stack Table	\$ 118.58	<u>\$ 2,134.44</u>
			\$ 40,242.48
	BULK Order Discount		\$ (4,502.48)
			\$ 35,740.00
	Shipping & Handling		\$ 980.00
			\$ 36,720.00
	State Sales Tax (Osceola Co)		\$ 2,278.20
	IUTAL PRICE - STRAP		\$ 38,998.20
	Price does not include off-loading or assembly. Price based on standard colors Price valid for 30 days.		
	To place an order as stated above, please sign below and return one copy along with a check made payable to Swartz Associates for \$19,499.10		
	X Date:		
	- As Authorized Agent		Thank you.

Terms & Conditions: Prices do not include off-loading, assembly or installation unless stated. Additional freight services requested, such as lift-gate or inside delivery, will incur additional fees. If sales tax is not shown, Purchaser must provide a copy of tax exemption certificate. All equipment is per manufacturer's current specifications and standard colors. 3rd Party Installation pricing (if provided) does not include any ground preparation, borders or resilient surface material unless stated. Swartz Associates is not responsible for permits or any costs associated with obtaining permits, if required. All deposits are non-refundable and all orders are final. Canceled orders may be subject to a restocking fee. No retainers or holdbacks are permitted. Swartz Associates shall have no liability or responsibility for incidental or consequential damages or injuries associated with this transaction and the equipment being sold. If this invoice is not paid in full as required, any final balance due shall accrue interest at 1.5% per month and Purchaser shall be responsible for all collection costs, including reasonable attorney's fees.

Playgrounds, Site Furnishings, Bleachers & Shade Structures



- TO: Inframark Harmony Isle HOA 7124 Harmony Square Dr S Harmony, FL 34771 407-566-1935
 - Attn: Joseph Gonzalez joseph.gonzalez@inframark.com jose.pabon@inframark.com

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Ft. Myers: 239-772-4234	Tampa Bay: 813-949-2288
•	-

Recycled Plastic Option

QUOTATION # 04221

Date:	April 22, 2025
Ship Date:	Allow 8-10 Weeks Lead
Terms:	50% Dep / Bal. at Shipment
F.O.B.:	Destination
Salesperson:	Tim Hill 407-412-6156
Shipped Via:	CC

Quantity	Description	Unit Price		Total
	Kirby Built			
20	#ACF1050-WH Traditional 3' Square Dining Table (White)	\$ 695.00	\$	13,900.00
68	#ACF1015-WH Traditional Dining Side Chair, No Arms (White)	\$ 415.00	\$	28,220.00
			\$	42,120.00
	BULK Order Discount		\$	(5,520.00)
			\$	36,600.00
	Shipping & Handling		\$	1,646.00
			\$	38,246.00
	State Sales Tax (Osceola Co.)		\$	2,369.76
	Total Delivered Kirby Built		\$	40,615.76
50	Frog Furnishings	¢ 740.00	<u>م</u>	00 007 04
52 18	#PBADPENCL-WHI Pensacola Chaise Lounge (White)	\$ 748.02 \$ 208.09	\$	38,897.04
18	#PBPBTRAST-WHI Adirondack 18" Round Side Table (White)	\$ 208.09	<u>\$</u> \$	3,745.62
	BULK Order Discount		ъ \$	42,642.66 (6,692.66)
	BOER Order Discount			
	Shipping & Handling		\$ \$	35,950.00
	Shipping & Handling		<u>ə</u> \$	1,615.00
	State Sales Tax (Osceola Co.)		ъ \$	37,565.00 2,817.38
	Total Delivered Frog		<u>φ</u> \$	40,382.38
	Total Delivered Flog		φ	40,302.30
	TOTAL PRICE		\$	80,998.14
	Price does not include off-loading, assembly or installation			
	Price based on standard colors			
	To place an order as stated above, please sign below and return one copy			
	along with a check made payable to Swartz Associates for \$40,499.07			
	X Date:			
	- As Authorized Agent		Ιт	hank you.
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Terms & Conditions: Prices do not include off-loading, assembly or installation unless stated. Additional freight services requested, such as lift-gate or inside delivery, will incur additional fees. If sales tax is not shown, Purchaser must provide a copy of tax exemption certificate. All equipment is per manufacturer's current specifications and standard colors. 3rd Party Installation pricing (if provided) does not include any ground preparation, borders or resilient surface material unless stated. Swartz Associates is not responsible for permits or any costs associated with obtaining permits, if required. All deposits are non-refundable and all orders are final. Canceled orders may be subject to a restocking fee. No retainers or holdbacks are permitted. Swartz Associates shall have no liability or responsibility for incidental or consequential damages or injuries associated with this transaction and the equipment being sold. If this invoice is not paid in full as required, any final balance due shall accrue interest at 1.5% per month and Purchaser shall be responsible for all collection costs, including reasonable attorney's fees. Swartz Associates retains the right to remove and reclaim the equipment until invoice is paid in full. Prices valid for 30 days.

Playgrounds, Site Furnishings, Bleachers & Shade Structures



- TO: Inframark Harmony Isle HOA 7124 Harmony Square Dr S Harmony, FL 34771 407-566-1935
 - Attn: Joseph Gonzalez joseph.gonzalez@inframark.com jose.pabon@inframark.com

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Playground Borders - 4 Parks

QUOTATION # 05291

Date:	May 29, 2025
Ship Date:	Approx. 2-5 Weeks ARO
Terms:	50% Dep / Bal. at Shipment
F.O.B.:	Destination
Salesperson:	Tim Hill 407-412-6156
Shipped Via:	CC

Quantity	Description	Unit Price	Total
154	Action Play Systems #BORDER12 4' x 12" High Border Timber (Black) w/ Spike	\$ 45.00	\$ 6,930.00
3	#FILLERENDS12 Box of 6 Filler Ends for Borders	\$ 95.00	\$ 285.00
			\$ 7,215.00
	BULK Order Discount		<u>\$ (1,715.00</u>)
			\$ 5,500.00
	Shipping & Handling		\$ 680.00
	State Sales Tax (Osceola Co.)		\$ 6,180.00 \$ 445.80
			\$ 6,625.80
			φ 0,025.00
	Optional Installation		\$ 2,100.00
	TOTAL PACKAGE PRICE		\$ 8,725.80
	NOTE: Quantity based on approx. 616 lineal feet. Optional installation by PlayGrow, Kennico, Inc. or others. Thank you. To place an order as stated above, please sign below and return one copy along with a check made payable to Swartz Associates for \$4,362.90		
	XDate:		
	- As Authorized Agent		

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Harmony CDD, FL Turn-Key / Red Steel Sculpture Refurbished

March 27th, 2025













CARBON

1577 Centennial Blvd. Bartow, FL 33830 USA. Website: <u>www.rsrindustrial.com</u> Tel: (863) 537-1110

Turn-Key / Red Steel Sculpture Refurbished

March 27th, 2025

Mr. Jose Raul Pabon – Field Service Manager Inframark / Harmony CDD 7124 Harmony Square Dr S Harmony, FL 34771

RSR is placed to quote the following project:

Project: Turn-Key / Red Steel Sculpture Refurbished

Scope of work, but not limited to:

· Mobilizing equipment, materials and RSR personnel to the working area, following safety MOT protocols.

Steel Red Steel Sculpture

- Set up an enclosure containment "Bubble Tent" to contain dust, and over spray as best the conditions can.
- Disassembling & Assembling Dethatch and disassembling all the Steel Sculptures with LULL 6K Equipment toward the containment tent to be blast on site. We'll set on site a Hard Rubber Mat for transfer the sculpture to the containment tent for avoid turf damages. Then assembling all back.
- Steel Surface Cleaning Surface will be cleaned in accordance with the SSPC-SP1 standard "Solvent Cleaning" to remove any soluble contaminants.
- Surface Preparation Surface will be prepared in accordance with the SSPC-SP2 / SP3 / SP11 "Hand Tool, Power Tool & Power Tool Cleaning-to-Bare Metal", Where Apply "Spot Swipe Blast" SSPC-SP6 Commercial Blast to remove anything that may be detrimental to the coating application.
- Welding or Repair on site with Belzona 1121 or Resimac 103 Metal Repair / If is necessary "Spot Swipe Blast" the welding repairs and cleaning up.
- Prime Base Coat A full coat (1) of a high solids, "SW Macropoxy 646 Epoxy Primer" High Build Epoxy @ 5.0 10 mils DFT.
- Top-Coat A full coat (1) of a high solids, "SW Acrolon HS 218" Gloss Acrylic Polyurethane @ 3.0 6.0 mils DFT.
- Square Plates and Hardware Installing new Square Plates (4ea) and new Hardware as Steel Screws, Washers, and Nuts.
- Under neath Sculpture Sleeve-Pads Installing Tailor-Made under-neath "Polyethylene Sleeve-Pads" between the concrete base pad and the sculptures.
- Concrete Deck Floor Anti-Slip Top-Coat A full coat (1) of a high solids, "SW Acrolon HS 218" Gloss Acrylic Polyurethane @ 3.0 6.0 mils DFT with "Shark Bites"
- Clean up area free of any trash or debris.

Total \$25,580.75

**Price do not include tax.

Notes:

- Deposit 25% advance down payment for mobilization and material expense.
- Time Frame 5 days
- Harmony CDD will provide space and for park the equipment's and materials.
- Cost Including equipment, labor, materials, & supplies.
- Payment Terms 30 days.
- Price Quote Expire 45 days.

Acceptance and approval of this proposal is considered bidding in order to proceed with scheduling in the upcoming 2 weeks.

Approval Signature

Name of Authorized Approver

Date Approved

Thanks for considering RSR for perform on this project. Please don't hesitate to contact us if you should have any questions.

Cordially,

Tony Reyes

Tony Reyes Senior Account Executive **RSR** Industrial Group M: (813) 494-3944 E: tony@rsrindustrial.com





Mobilizing Equipment & General Set up



Safety is our #1 priority

We value your product, team, and time. Each step of our process begins with a safety-first approach. A safe workplace is a productive workplace!

Harmony CDD Established March 2000



375CFM Compressor / Sand-Blast Equipment's







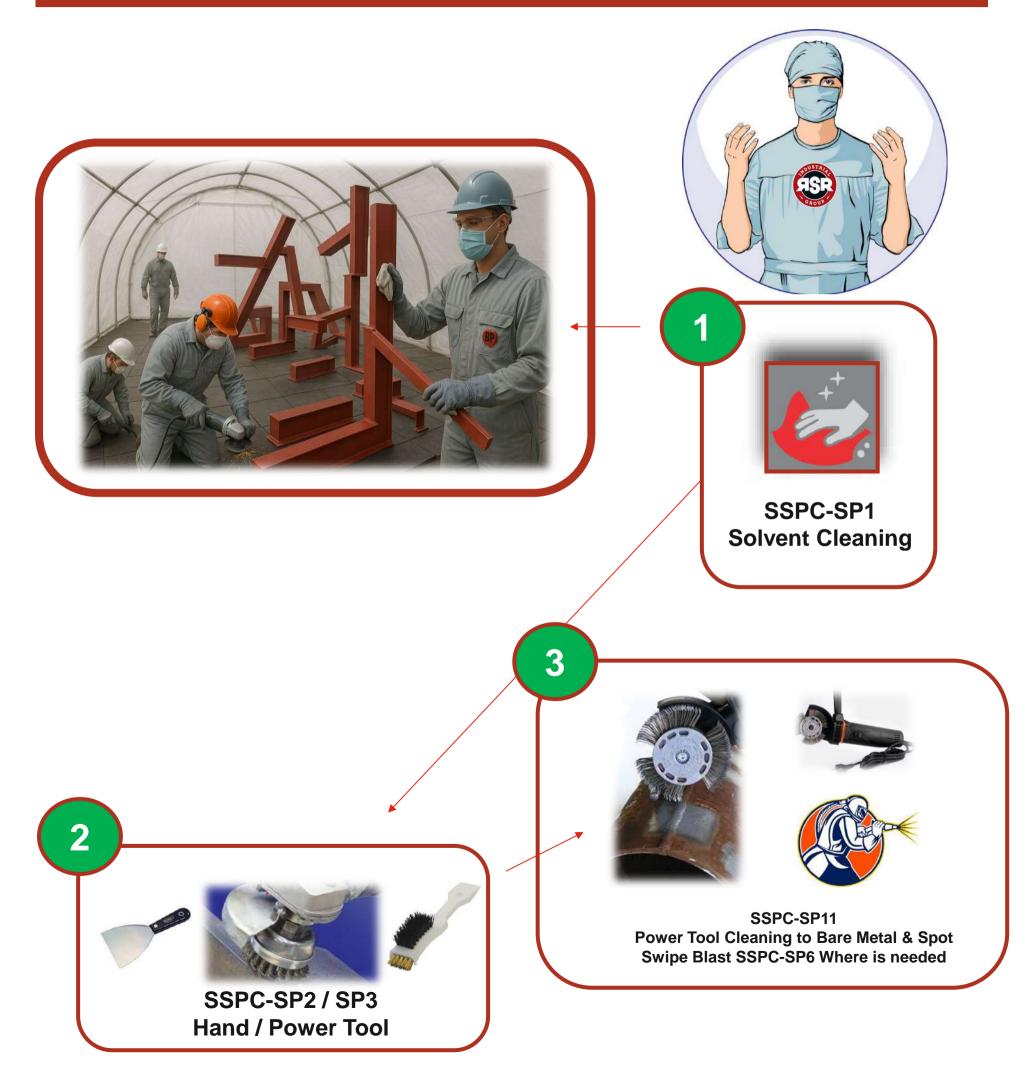
Turn-Key / Red Steel Sculpture Refurbished







Surface Preparation







Welding (Where Apply) Repair on Site



• Seal steel holes or gaps (Where Apply) with "Belzona 1121 or Resimac Multi-Purpose Composite for Bonding, Sealing & Rebuilding 100% Solids Two Parts Paste".





New Square Steel Plates 4 EA with New Hardware



- **Under neath Sculpture Sleeve-Pads** Installing Tailor-Made under-neath "Polyethylene Sleeve-Pads" between the concrete base pad and the sculptures.
- Concrete Deck Floor Anti-Slip Top-Coat A full coat (1) of a high solids, "SW Acrolon HS 218" Gloss
 Acrylic Polyurethane @ 3.0 6.0 mils DFT with "Shark Bites"





Carbon Steel

1577 Centennial Blvd. Bartow, FL 33830 USA. Website: <u>www.rsrindustrial.com</u> Tel: (863) 537-1110

Prime Base Coat / Top-Coat

CARBON STEEL REFURBISHMENT PAINTING SYSTEM

System: Prime Base Coat / Top-Coat

Top Coat Acrolon 218 HB Gloss DFT: 3.0-8 mils

Base Coat Macropoxy 646 DFT: 6–10 mils

2







Harmony Square Project Overview





Harmony CDD Established March 2000





Thanks for your Business !



OUR TEAM IS COMMITTED TO HELPING YOUR BUSINESS SUCCEED.





Harmony CDD, FL Turn-Key / Rusty Sculpture Refurbished

March 27th, 2025













CARBON

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Turn-Key / Rusty Sculpture Refurbished

March 27th, 2025

Mr. Jose Raul Pabon – Field Service Manager Inframark / Harmony CDD 7124 Harmony Square Dr S Harmony, FL 34771

RSR is placed to quote the following project:

Project: Turn-Key / Rusty Sculpture Refurbished

Scope of work, but not limited to:

· Mobilizing equipment, materials and RSR personnel to the working area, following safety MOT protocols.

Steel Rusty Sculpture

- Set up an enclosure containment tent to contain dust, and over spray as best the conditions can.
- Steel Surface Cleaning Surface will be cleaned in accordance with the SSPC-SP1 standard "Solvent Cleaning" to remove any soluble contaminants.
- Surface Preparation Surface will be prepared in accordance with the SSPC-SP2 / SP3 / SP11 "Hand Tool, Power Tool & Power Tool Cleaning-to-Bare
- Metal", Where Apply "Spot Swipe Blast" SSPC-SP6 Commercial Blast to remove anything that may be detrimental to the coating application.
- Welding or Repair in place with Belzona 1121 or Resimac . / If is necessary "Spot Swipe Blast" the welding repairs and cleaning up.
 Pime Base Coat A full coat (1) of a high solids, "SW Macropoxy 646 Epoxy Primer" High Build Epoxy @ 5.0 10 mils DFT.
- Top-Coat A full coat (1) of a high solids, "SW Acrolon HS 218" Gloss Acrylic Polyurethane @ 3.0 6.0 mils DFT.
- Clean up area free of any trash or debris.

Total \$12,446.00

**Price do not include tax.

Notes:

- Deposit 25% advance down payment for mobilization and material expense.
- Time Frame 5 days
- Harmony CDD will provide space and for park the equipment's and materials.
- · Stencil / Decals we recommend you contact an outside vendor,
- Cost Including equipment, labor, materials, & supplies.
- Payment Terms 30 days.
- Price Quote Expire 45 days.

Acceptance and approval of this proposal is considered bidding in order to proceed with scheduling in the upcoming 2 weeks.

Approval Signature

Name of Authorized Approver

Date Approved

Thanks for considering **RSR** for perform on this project. Please don't hesitate to contact us if you should have any questions.







Current Conditions







Mobilizing Equipment & General Set up



Safety is our #1 priority

We value your product, team, and time. Each step of our process begins with a safety-first approach. A safe workplace is a productive workplace!

Harmony CDD Established March 2000



375CFM Compressor / Sand-Blast Equipment's



Containment Tent / Aluminum Ladder / Scaffoldings





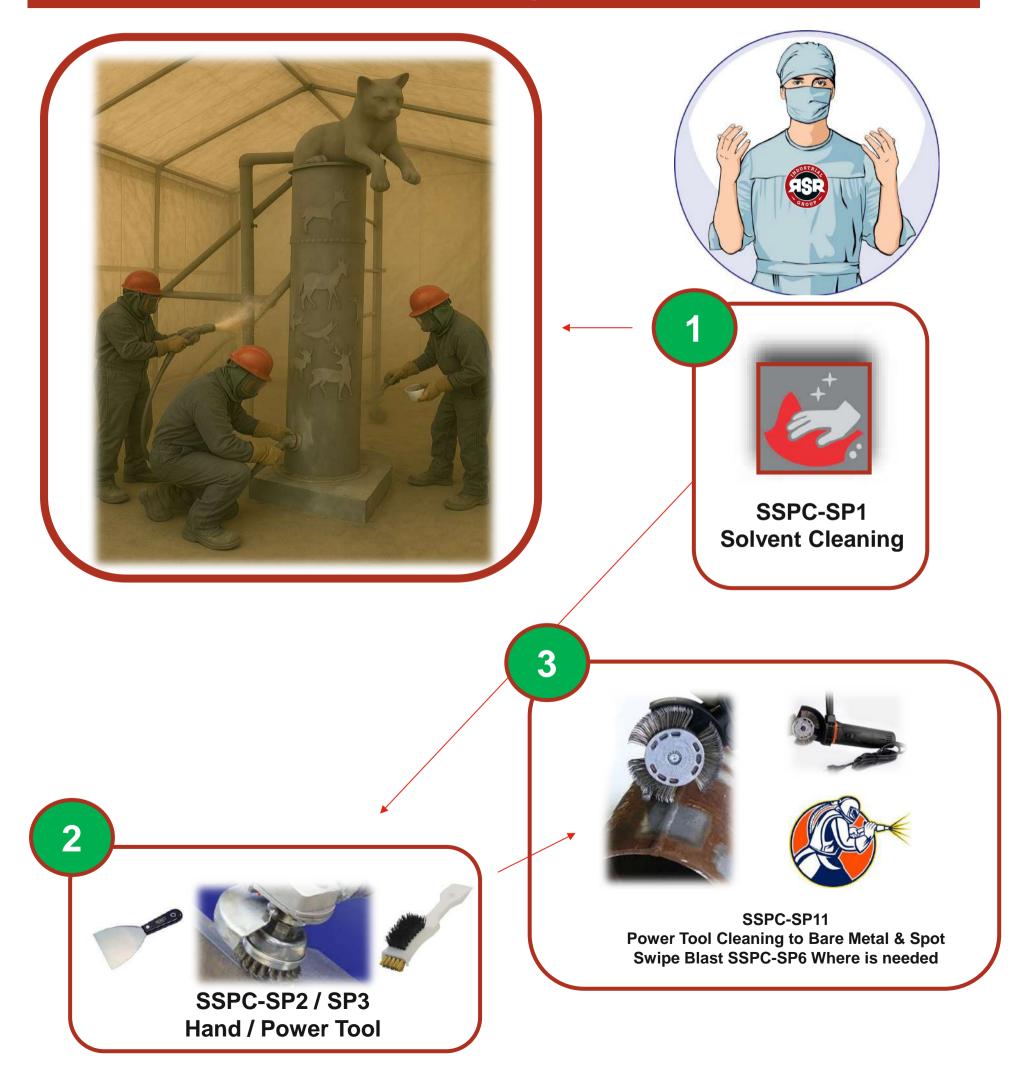
Turn-Key / Rusty Sculpture Refurbished







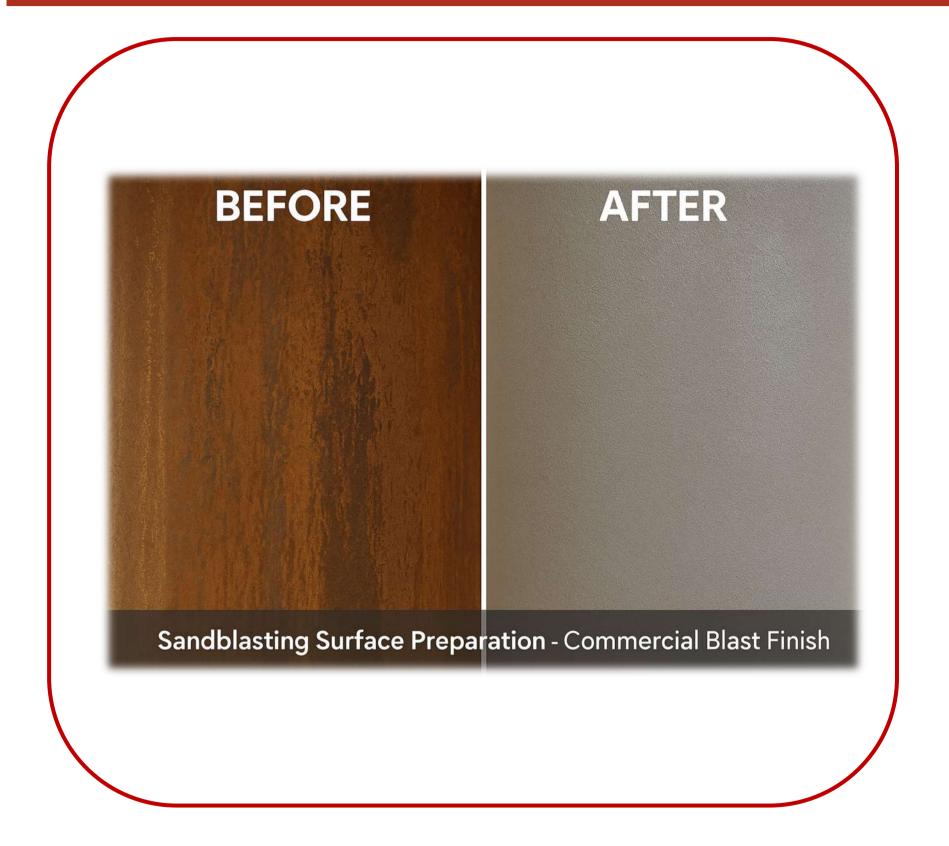
Surface Preparation







Before and After Surface Preparation SSPC-SP6







Welding (Where Apply) Repair on Site



• Seal steel holes or gaps (Where Apply) with "Belzona 1121 or Resimac Multi-Purpose Composite for Bonding, Sealing & Rebuilding 100% Solids Two Parts Paste".





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Prime Base Coat / Top-Coat

CARBON STEEL REFURBISHMENT PAINTING SYSTEM

System: Prime Base Coat / Top-Coat

Top Coat Acrolon 218 HB Gloss DFT: 3.0-8 mils

Base Coat Macropoxy 646 DFT: 6–10 mils

2







Colors Schemes Ideas











Project Overview











Thanks for your Business !



OUR TEAM IS COMMITTED TO HELPING YOUR BUSINESS SUCCEED.

CARBON



Sunrise Deck & Dock LLC 4075307796 License No. CBC1252225 806 West Verona Street Suite 2b Kissimmee, FL 34741

Prepared For

Raul Pabon HARMONY CDD 0 Schoolhouse Rd Harmony, FL 34774 Proposal Date 05/15/2025

Proposal Number 0011633

Reference Jaileen/Diego

Scope of Work

Sunrise Deck and Dock will carry out the demolition and reconstruction of the **kayak access dock**, which was damaged by heavy wave action and severe weather conditions caused by the most recent hurricane or storm. This dock is essential for the safe boarding and disembarking of kayaks, and its restoration will be completed using durable materials and marine-grade construction techniques.

The scope includes:

- 1. Complete Demolition of the Existing Dock (40' x 4'):
 - Removal of all damaged structural components: stringers, ledgers, beams, and decking.
 - Careful dismantling to preserve any reusable elements when possible.
- 2. Inspection of Existing Pilings:
 - Structural assessment of current pilings.
 - Pilings will be reused only if deemed to be in a structurally sound condition.
 - If replacement is necessary, a fee of **\$150 per piling** will be added.
- 3. Reconstruction of the Dock Structure:
 - Installation of a new substructure and deck using premium materials designed for marine environments and high-traffic use.

Materials Specification

1. Substructure:

- Material: Southern Yellow Pine, #1 grade, pressure-treated for marine use.
- Key Features:
 - High structural strength and load-bearing capacity.
 - Pressure-treated to resist rot, mold, and marine borers.
 - Ideal for constant moisture exposure and saltwater environments.

2. Decking Surface:

- Recommended Material: ThruFlow[™] Decking
- Key Features:
 - $\circ~$ Made from high-quality polypropylene, resistant to UV rays, mold, and corrosion.

- Open grid design allows water and sunlight to pass through essential to prevent uplift during storms and reduce environmental impact.
- Slip-resistant surface, ideal for safe kayak access.
- Eco-friendly and compliant with environmental standards.
- Available in neutral colors such as Light Grey and Maple, blending naturally into the landscape.

ThruFlow's major advantage: its open design reduces pressure from waves and prevents the dock from acting as a solid barrier, helping avoid damage like that caused by the last storm. **Project Benefits**

- Increased Durability: Enhanced resistance to extreme weather.
- Improved Safety: Slip-resistant and stable surface for frequent kayak use.
- Low Maintenance: No painting or sealing required; resists stains and fading.
- Environmentally Friendly: Sustainable materials that protect aquatic ecosystems.
- Modern Aesthetics: Clean, professional finish that enhances the dock's function and appearance.

Overview

The dock's **electricity** is not included in this proposal.

Timeline

The approximate start date is 4 to 12 weeks from signing the contract

Pricing

•			
Description	Rate	Qty	Line Tota
Demo	\$12.00	160	\$1,920.00
Remove all decking, stringers, ledgers, and pilings will stay in the same position.			
Ree-Deck Kayak sidewalk 40' x 4'	\$50.00	160	\$8,000.00
Southern Yellow Pine PT Lumber Marine Grade #1: Stringers will be 2" x 8" every 16" fastened with stainless steel screws 3"; ledgers will be 2"			
x 8" fastened with stainless steel screws 3" and 1/2" carriage bolts on			
each side; and X braces will be 2" x 6" fastened with stainless steel 4			
screws 3" and 3/8" lag bolts on each side.			
True-Flow Decking	\$15.00	160	\$2,400.00
Lifetime limited warranty			
Eco friendly			
Anti slippery Stay cooler			
3 colors to choose			
Small Dumpster	\$750.00	1	\$750.00
Take the trash and all derbies form Sunrise Deck & Dock			
	Sul	ototal	13,070.00
	Ou	Tax	0.00
		IdX	0.00

Proposal Total (USD) \$13,070.00

CARBON

Notes

Payment methods:

Zelle: sunrisedock89@gmail.com Check: Name to Sunrise Deck & Dock Credit Card: Fee 3.5%

Payment#1: 10% upon Contract signing.
Payment#2: 50% on the startup date.
Payment#3: 20% Decking Install.
Payment#4: 10% Job complete.
Payment#5: 10% After passing the final inspection.
For cancellations, we will be collecting a 20%

In Case of final Payment Delays, after 10 days of the job being done, there will be a \$500 Daily Late Fee

Terms

EXCLUDED ITEMS

Sunrise Deck & Dock disclaims all liability regarding the following terms:

- Painting of the project, unless previously specified in the contract.
- Any damage, removal, repair, or replacement of irrigation, plumbing, or landscaping systems.
- Any electrical work not expressly identified in the contract specifications.
- Variance permit fees, if required.
- Land lease permits and fees, if required.
- Any items not expressly listed as included in the contract are considered excluded.
- Any **modifications** to the design or structure requested by the customer or county will incur additional costs. **GENERAL PROVISIONS**

Project Conditions:

Sunrise Deck & Dock prices its projects based on standard site conditions. If the property conditions prevent materials from being jetted into place, any additional costs incurred may be added to the total project price. **Non-standard** conditions include but are not limited to **stumps, roots, logs, muck, and rocks**. If such circumstances arise, a solution will be sought, and a change order to the original contract will be proposed with the corresponding additional costs.

• Delivery of Materials and Equipment:

During the course of the project, materials and equipment will be delivered to the construction site. These deliveries are typically made using large trucks and equipment, which may cause ruts in the grass or sod, leaks on driveways, or other potential damage. Any specific requirements or instructions regarding the delivery of materials and equipment must be communicated in writing at the time of contract signing.

Modifications and Warranties:

Any work, modification, adjustment, addition, deletion, or manipulation performed on any system or portion of the project by anyone other than Sunrise Deck & Dock will void the contract and warranty. The materials used in the construction process may experience distortion over time, which does not constitute a valid warranty claim.

• Sunrise Deck & Dock warrants that, for a period of one (1) year from the completion of the project, the materials and workmanship used in the construction of docks, seawalls, marinas, etc., will be free from manufacturing or construction defects. This warranty only covers defects resulting from construction or material defects and is subject to the following conditions:

•Exclusions from Warranty:

This warranty does not cover damage or defects caused by:

- Atmospheric phenomena, bad weather, or adverse weather events.
- Flooding, extreme tides, or storms.

- High winds, hurricanes, or cyclones CARBON
- Accidents caused by humans, negligence, abuse, vandalism, or misuse.
- Acts of nature affecting the structure, including but not limited to earthquakes, soil erosion, or similar events.

•Warranty Coverage:

The warranty only covers defects in the construction or materials used in the project. If, within the warranty period, defects are found to be attributable to materials or workmanship, **Sunrise Deck & Dock** will commit to performing the necessary repairs at no additional cost to the owner, provided that it is demonstrated that the damage is not a result of the exclusions mentioned above.

•Warranty Activation Conditions:

The warranty is activated only if the property owner reports defects to **Sunrise Deck & Dock** within one (1) year from the completion date of the project. The defects will be evaluated by **Sunrise Deck & Dock**, who will determine if the damages are the result of defects in construction or materials.

•Limitation of Liability:

Under no circumstances will **Sunrise Deck & Dock** be responsible for indirect, incidental, or consequential damages that may arise due to construction defects, defective materials, or structural failures covered by this warranty

• Environmental Impact:

During construction, the process may stir up silt and lake-bottom sediments, which may enter lake-fed irrigation systems and clog pipes and pumps. Sunrise Deck & Dock assumes no responsibility for such damage and recommends that all pumps be turned off during construction.

Access and Liability:

During the execution of the project, no person may enter the construction area unless accompanied by a Sunrise Deck & Dock representative. Materials and equipment must not be altered or disturbed in any way. Additionally, if any person sustains a personal injury or causes damage to property, equipment, or materials, with or without consent, Sunrise Deck & Dock shall not be held liable for such incidents. The purchaser agrees to indemnify, defend, and hold harmless Sunrise Deck & Dock, its agents, employees, and subcontractors from any claims, losses, damages, or expenses arising from such personal injury or property damage, including attorney's fees.

• Reference Plans and Models:

Sunrise Deck & Dock maintains a set of model project plans for reference and example. If one of these plans were offered as a model for the proposed project, the actual construction would be similar but may vary in dimensions, materials, and applicable building codes.

Delays and Uncontrollable Circumstances:

Sunrise Deck & Dock shall not be held liable for construction delays due to circumstances beyond its control, including but not limited to strikes, material shortages, adverse weather conditions, accidents, or delays in the issuance of permits and inspections by government agencies.

Dispute Resolution and Jurisdiction:

If either party finds it necessary to retain an attorney to enforce any provision of this contract, the prevailing party shall be entitled to recover attorney's fees, legal costs, and damages incurred from the non-prevailing party. Furthermore, both parties agree that any legal disputes shall be filed exclusively in Osceola County, Florida.

• Entire Agreement and Change Orders:

This document, along with the scope of work, specifications, included and excluded items, payment terms, and pricing, constitutes the entire agreement between the parties. Any verbal instructions or modifications shall be deemed invalid unless supported by a written change order approved by both parties.

- Any change order will result in an additional cost to the total project price.
- Payment for change orders must be made upon acceptance by Sunrise Deck & Dock.
- Change orders may require additional permits, whether environmental or construction-related, and all associated costs will be added to the total project price in the form of a written order.

Clause on Approvals and Required Permits

The Client acknowledges and agrees that the construction of aquatic structures, including but not limited to docks, boathouses, marinas, piers, decks, and seawalls, may be subject to approval by various regulatory entities and homeowners' associations. The estimated time to obtain these permits may vary depending on external factors beyond the control of Sunrise Deck & Dock.

• Homeowners' Association Approval (if applicable): If the Client's property falls under the jurisdiction of a Homeowners' Association (HOA), obtaining the necessary approval may take an estimated **2 to 6 weeks**. The Client is responsible for providing the required documentation to the HOA and complying with its regulations.

Environmental Protection Division (EPD) Permit: Authorization from the Environmental Protection
 Division is a prerequisite for applying for a construction permit. The estimated time to obtain this permit is 4 to
 8 weeks, subject to reviews and potential additional requirements from the regulatory entity.

• **County Permit:** Once the environmental permit has been approved, the application for the County permit will proceed. The estimated time for issuing this permit is **2 to 6 weeks**, depending on the volume of applications and necessary reviews.

• U.S. Army Corps of Engineers (USACE) Permit (if applicable): If the project requires review and approval from USACE, the estimated time for obtaining this permit is 6 to 12 months, subject to inspections, environmental evaluations, and possible adjustments to the plans. This permit may involve additional permitting costs or require the purchase of mitigation credits.

• South Florida Water Management District (SFWMD) Permit (if applicable): If required, the estimated time for approval from SFWMD is 2 to 6 months, depending on project complexity and compliance with established water management regulations. This process may involve additional permitting costs or the need to purchase mitigation credits.

Final Considerations:

The **Client understands** that these timeframes are approximate and may be affected by external factors, including but not limited to regulatory changes, additional requirements imposed by authorities, delays in inspections, or the Client's failure to submit required documents on time.

The **Client agrees** that any additional costs arising from regulatory requirements, including permit fees, environmental evaluations, or the purchase of mitigation credits, will be the Client's sole responsibility. **Additionally**, if the County requires a boundary survey or riparian lines survey, the Client shall bear the additional costs associated with these requirements.

Sunrise Deck & Dock shall not be held responsible for delays in obtaining permits, but commits to assisting with the management process to the best of its abilities.

Raul Pabon, HARMONY CDD

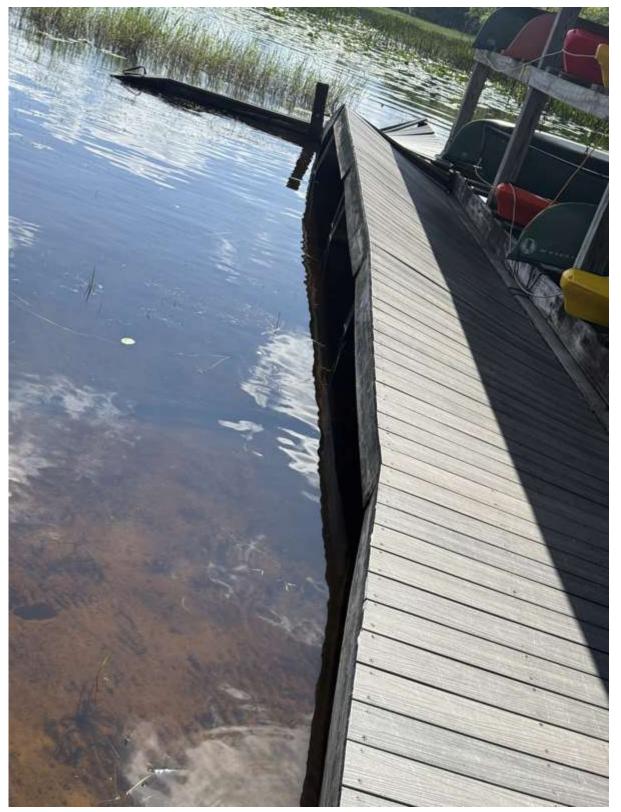
CARBON

Attachment 1 Preview - Download



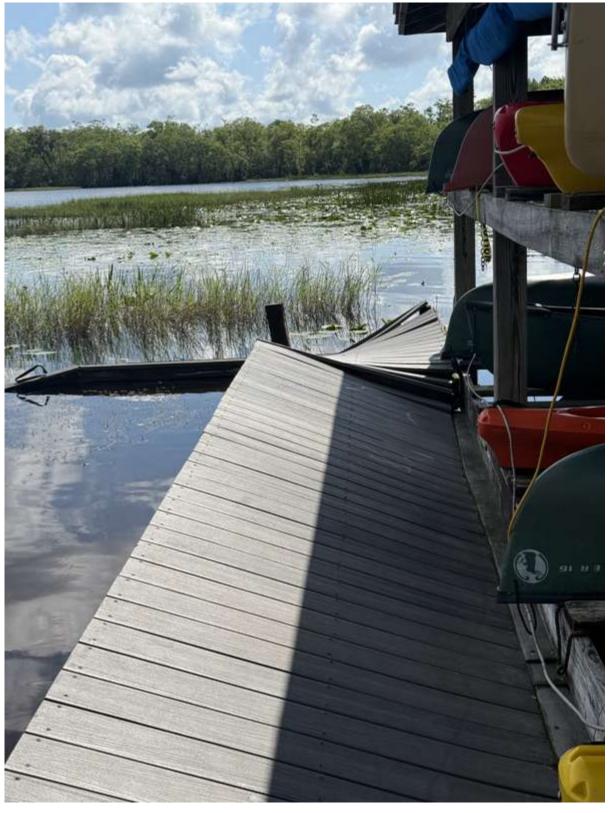
CARBON

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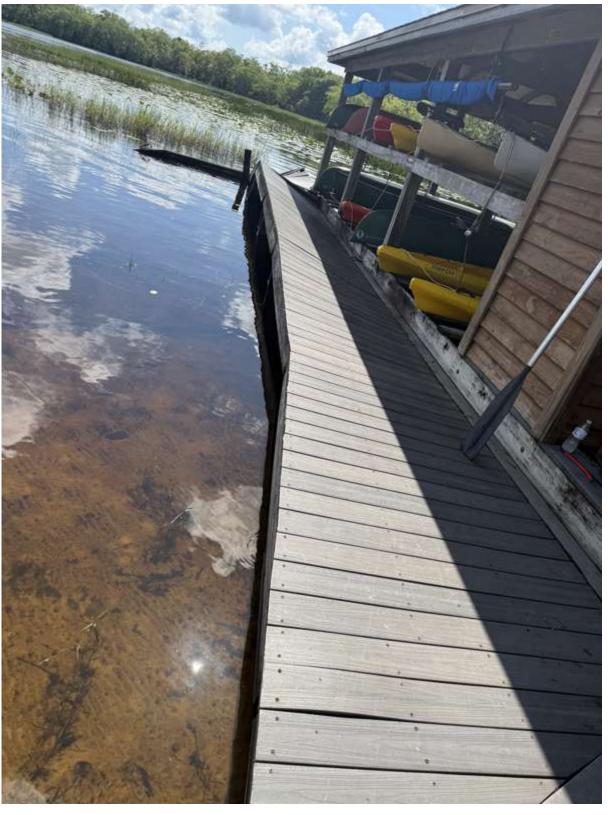


Attachment 3 Preview - Download

CARBON



Attachment 4 Preview - Download





Sunrise Deck & Dock LLC 4075307796 License No. CBC1252225 806 West Verona Street Suite 2b Kissimmee, FL 34741

Prepared For

Raul Pabon HARMONY CDD 0 Schoolhouse Rd Harmony, FL 34774 Proposal Date 05/15/2025 Proposal Number 0011634

Reference Jaileen/Diego

Scope of Work

Pricing Structure and Inclusions

To ensure clarity and organization for this large-scale project, the work will be divided into three clearly marked areas: **Section A, Section B, and Section C**, all of which will be labeled in the contract and in the attached layout sketch.

• Demolition (global line item):

The complete demolition of the existing dock will be listed as a single global line item that covers Sections A, B, and C in full.

This includes the removal of:

- Handrails
- Stringers
- Decking
- Ledgers
- Beams
- Cross bracing (X bracers)

Disposal Responsibility:

Sunrise Deck and Dock will handle the **removal and proper disposal of all debris, waste, and residual materials** from the job site. The work area will be cleaned and maintained throughout the project to ensure safety and minimize disruption.

• Structural Reconstruction (one line per section):

Each section (A, B, and C) will include a **separate line item** for the **complete structural reconstruction**, including:

- Installation of a new substructure using Southern Yellow Pine, #1 grade, marine-treated lumber
- Marine-grade fasteners, galvanized brackets, and structural hardware
- · Cross bracing, beams, ledgers, and related supports
- Full reconstruction of handrails
- Skilled labor and project supervision

This breakdown allows the client to clearly view the cost and scope of each area of the dock.

• Decking Material (global line item):



The decking surface material is **not included** in the cost of individual sections.

Instead, it will be listed as a **separate global line item**, covering the **entire deck area of Sections A, B, and** C.

Available decking options include:

- Trex®
- Fiberon®
- WearDeck[™]
- TimberTech®
- OC Lumber™
- ThruFlow[™] (recommended)

Why choose ThruFlow[™] Decking:

- Open-grid design allows water and light flow, reducing storm damage risk
- Environmentally friendly supports marine ecosystems
- Slip-resistant, safe for high-moisture environments
- UV and moisture-resistant; low maintenance
- Long-lasting and aesthetically clean

Overview

The dock's **electricity** is not included in this proposal.

Timeline

The approximate start date is 8 to 24 weeks from signing the contract

Pricing

Description	Rate	Qty	Line Total
Demo Remove all handrail, decking, stringers, ledgers, and pilings will stay in the same position.	\$5.00	4050	\$20,250.00
Ree-deck Section A Southern Yellow Pine PT Lumber Marine Grade #1: Stringers will be 2" x 10" every 16" fastened with stainless steel screws 3"; ledgers will be 2" x 12" fastened with stainless steel screws 3" and 1/2" carriage bolts on each side; and X braces will be 2" x 6" fastened with stainless steel 4 screws 3" and 3/8" lag bolts on each side.	\$40.00	1424	\$56,960.00
Ree-deck Section B Southern Yellow Pine PT Lumber Marine Grade #1: Stringers will be 2" x 10" every 16" fastened with stainless steel screws 3"; ledgers will be 2" x 12" fastened with stainless steel screws 3" and 1/2" carriage bolts on each side; and X braces will be 2" x 6" fastened with stainless steel 4 screws 3" and 3/8" lag bolts on each side.	\$40.00	1716	\$68,640.00
Ree-deck Section C Southern Yellow Pine PT Lumber Marine Grade #1: Stringers will be 2" x 10" every 16" fastened with stainless steel screws 3"; ledgers will be 2" x 12" fastened with stainless steel screws 3" and 1/2" carriage bolts on each side; and X braces will be 2" x 6" fastened with stainless steel 4 screws 3" and 3/8" lag bolts on each side.	\$40.00	910	\$36,400.00

CARR	ON		Page 4
Composite, PVC or True Flow Decking Colors TBD We have more than 20 colors to choose from Included Trex, Fiberon, Timbertech / Azeck, Weardeck' Warranty starts from 25 years up to 50 years Certificate contractor with all these brands Screws over the decking match the color of the decking	\$15.00	4050	\$60,750.00
Small Dumpster Take the trash and all derbies form Sunrise Deck & Dock	\$750.00	10	\$7,500.00
Permits Architect Design \$1500 Engineer Sealed Doc \$750 County Permit \$1250 Application Fee \$2000	\$5,500.00	1	\$5,500.00

Notes

Payment methods:

Zelle: sunrisedock89@gmail.com Check: Name to Sunrise Deck & Dock Credit Card: Fee 3.5%

Payment#1: 10% upon Contract signing.
Payment#2: 50% on the startup date.
Payment#3: 20% Decking Install.
Payment#4: 10% Job complete.
Payment#5: 10% After passing the final inspection.
For cancellations, we will be collecting a 20%

In Case of final Payment Delays, after 10 days of the job being done, there will be a \$500 Daily Late Fee

Terms

EXCLUDED ITEMS

Sunrise Deck & Dock disclaims all liability regarding the following terms:

- Painting of the project, unless previously specified in the contract.
- Any damage, removal, repair, or replacement of irrigation, plumbing, or landscaping systems.
- Any electrical work not expressly identified in the contract specifications.
- Variance permit fees, if required.
- Land lease permits and fees, if required.
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• Any **modifications** to the design or structure requested by the customer or county will incur additional costs. **GENERAL PROVISIONS**

• Project Conditions:

Sunrise Deck & Dock prices its projects based on standard site conditions. If the property conditions prevent materials from being jetted into place, any additional costs incurred may be added to the total project price. **Non-standard** conditions include but are not limited to **stumps, roots, logs, muck, and rocks**. If such circumstances arise, a solution will be sought, and a change order to the original contract will be proposed with the corresponding additional costs.

• Delivery of Materials and Equipment:

During the course of the project, materials and equipment will be delivered to the construction site. These deliveries are typically made using large trucks and equipment, which may cause ruts in the grass or sod, leaks on driveways, or other potential damage. Any specific requirements or instructions regarding the delivery of materials and equipment must be communicated in writing at the time of contract signing.

Modifications and Warranties:

Any work, modification, adjustment, addition, deletion, or manipulation performed on any system or portion of the project by anyone other than Sunrise Deck & Dock will void the contract and warranty. The materials used in the construction process may experience distortion over time, which does not constitute a valid warranty claim.

• Sunrise Deck & Dock warrants that, for a period of one (1) year from the completion of the project, the materials and workmanship used in the construction of docks, seawalls, marinas, etc., will be free from manufacturing or construction defects. This warranty only covers defects resulting from construction or material defects and is subject to the following conditions:

•Exclusions from Warranty:

This warranty does not cover damage or defects caused by:

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- Flooding, extreme tides, or storms.
- High winds, hurricanes, or cyclones.
- Accidents caused by humans, negligence, abuse, vandalism, or misuse.
- Acts of nature affecting the structure, including but not limited to earthquakes, soil erosion, or similar events.

•Warranty Coverage:

The warranty only covers defects in the construction or materials used in the project. If, within the warranty period, defects are found to be attributable to materials or workmanship, **Sunrise Deck & Dock** will commit to performing the necessary repairs at no additional cost to the owner, provided that it is demonstrated that the damage is not a result of the exclusions mentioned above.

•Warranty Activation Conditions:

The warranty is activated only if the property owner reports defects to **Sunrise Deck & Dock** within one (1) year from the completion date of the project. The defects will be evaluated by **Sunrise Deck & Dock**, who will determine if the damages are the result of defects in construction or materials.

•Limitation of Liability:

Under no circumstances will **Sunrise Deck & Dock** be responsible for indirect, incidental, or consequential damages that may arise due to construction defects, defective materials, or structural failures covered by this warranty

Environmental Impact:

During construction, the process may stir up silt and lake-bottom sediments, which may enter lake-fed irrigation systems and clog pipes and pumps. Sunrise Deck & Dock assumes no responsibility for such damage and recommends that all pumps be turned off during construction.

Access and Liability:

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• Reference Plans and Models:

Sunrise Deck & Dock maintains a set of model project plans for reference and example. If one of these plans

were offered as a model for the proposed project, the actual construction would be similar but may vary in dimensions, materials, and applicable building codes.

Delays and Uncontrollable Circumstances:

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Dispute Resolution and Jurisdiction:

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- Any change order will result in an additional cost to the total project price.
- Payment for change orders must be made upon acceptance by Sunrise Deck & Dock.

• Change orders may require additional permits, whether environmental or construction-related, and all associated costs will be added to the total project price in the form of a written order.

Clause on Approvals and Required Permits

The Client acknowledges and agrees that the construction of aquatic structures, including but not limited to docks, boathouses, marinas, piers, decks, and seawalls, may be subject to approval by various regulatory entities and homeowners' associations. The estimated time to obtain these permits may vary depending on external factors beyond the control of Sunrise Deck & Dock.

• Homeowners' Association Approval (if applicable): If the Client's property falls under the jurisdiction of a Homeowners' Association (HOA), obtaining the necessary approval may take an estimated **2 to 6 weeks**. The Client is responsible for providing the required documentation to the HOA and complying with its regulations.

• Environmental Protection Division (EPD) Permit: Authorization from the Environmental Protection Division is a prerequisite for applying for a construction permit. The estimated time to obtain this permit is **4 to 8 weeks**, subject to reviews and potential additional requirements from the regulatory entity.

• **County Permit:** Once the environmental permit has been approved, the application for the County permit will proceed. The estimated time for issuing this permit is **2 to 6 weeks**, depending on the volume of applications and necessary reviews.

• U.S. Army Corps of Engineers (USACE) Permit (if applicable): If the project requires review and approval from USACE, the estimated time for obtaining this permit is 6 to 12 months, subject to inspections, environmental evaluations, and possible adjustments to the plans. This permit may involve additional permitting costs or require the purchase of mitigation credits.

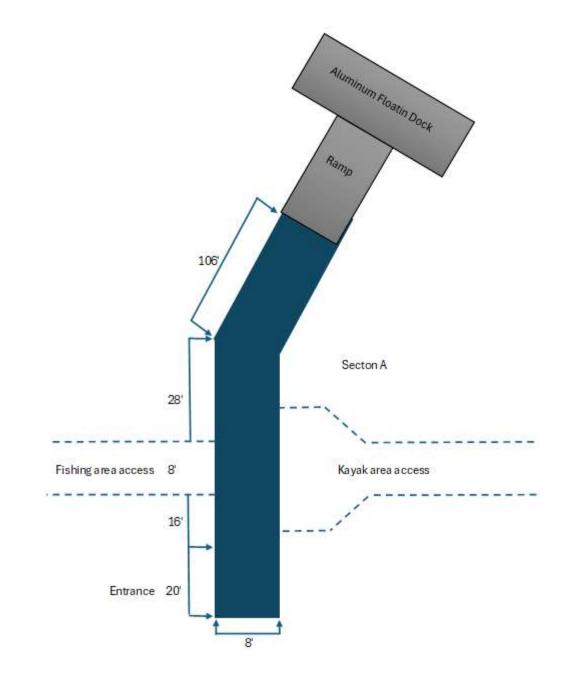
• South Florida Water Management District (SFWMD) Permit (if applicable): If required, the estimated time for approval from SFWMD is 2 to 6 months, depending on project complexity and compliance with established water management regulations. This process may involve additional permitting costs or the need to purchase mitigation credits.

Final Considerations:

The **Client understands** that these timeframes are approximate and may be affected by external factors, including but not limited to regulatory changes, additional requirements imposed by authorities, delays in inspections, or the Client's failure to submit required documents on time.

The **Client agrees** that any additional costs arising from regulatory requirements, including permit fees, environmental evaluations, or the purchase of mitigation credits, will be the Client's sole responsibility. **Additionally**, if the County requires a boundary survey or riparian lines survey, the Client shall bear the additional costs associated with these requirements.

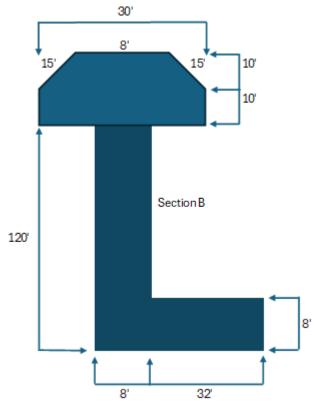
Sunrise Deck & Dock shall not be held responsible for delays in obtaining permits, but commits to assisting with the management process to the best of its abilities.

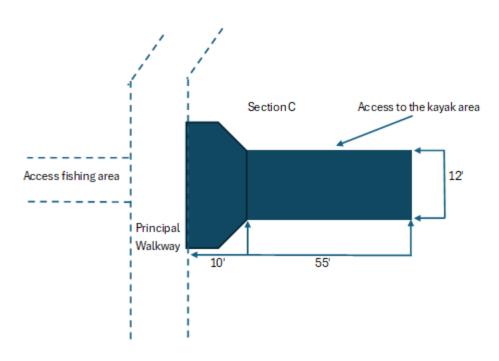


Attachment 2 Preview - Download





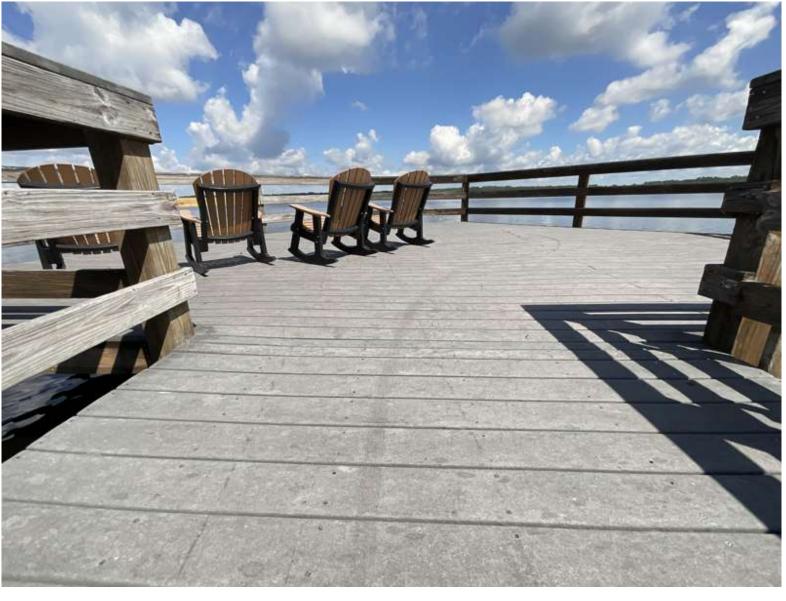




Attachment 4 Preview - Download



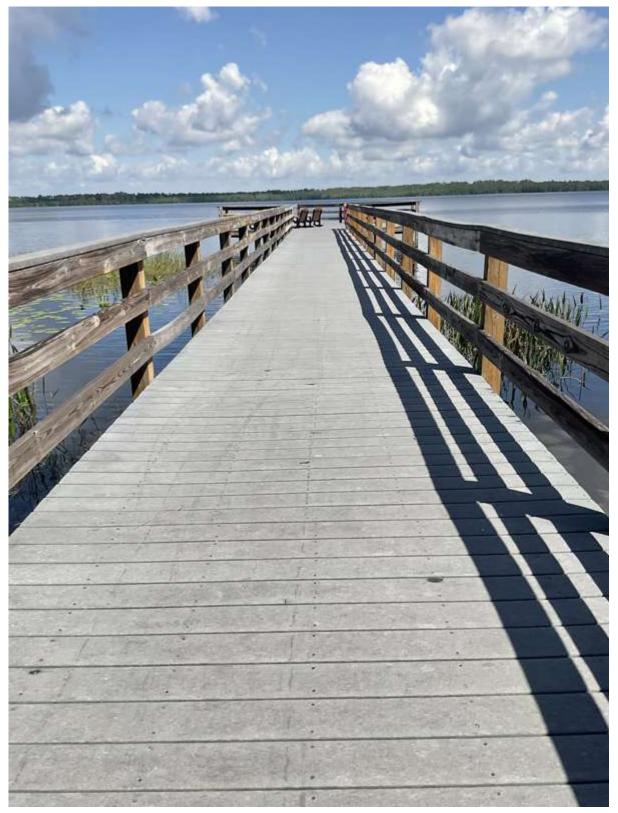
Attachment 5 Preview - Download



Attachment 6 Preview - Download



Attachment 7 Preview - Download





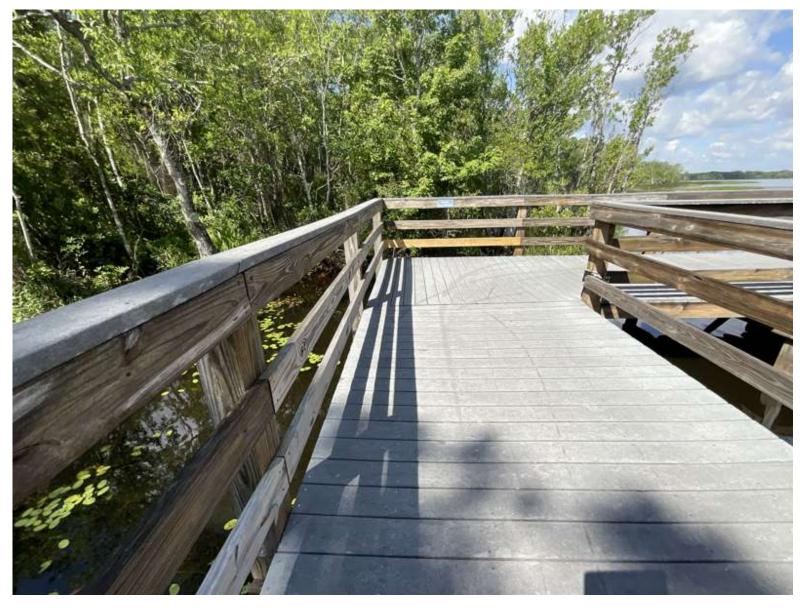
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Attachment 10 Preview - Download



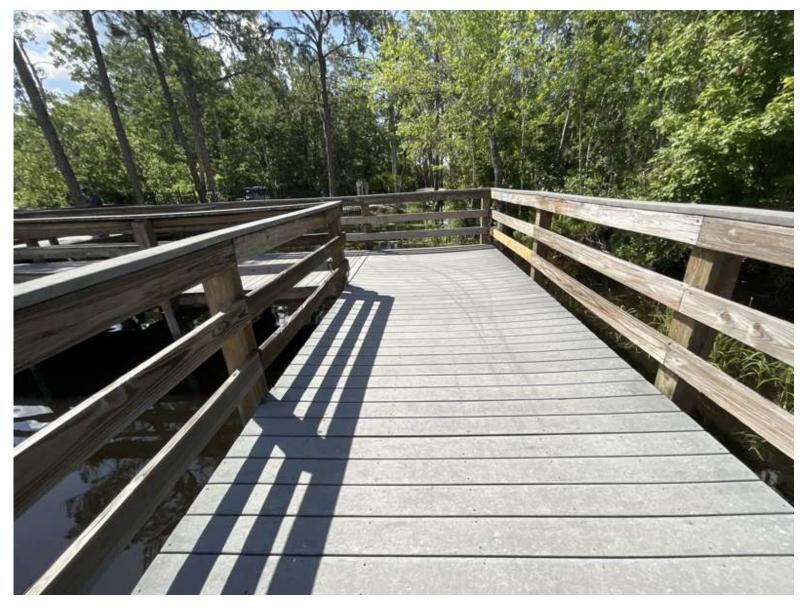
Attachment 11 Preview - Download



Attachment 12 Preview - Download



Attachment 13 Preview - Download





Harmony CDD Sidewalk Repair Phase 2

April 24th, 2025



5754 East County rd Suite 5 Winter Haven FL 33880





Concrete Sidewalk Repair Phase 2

April 24th , 2025

Jose Raul – Property Manager Email: jpabon@inframark.com Phone: 689-272-7723 3500 Harmony Square Dr W Harmony, FL 34773

JAGO is placed to quote the following project:

Project: Harmony CDD Sidewalk Repair Phase 2

Breakdown

- 100 Cubic Yards of Concrete (4000 PSI with additives)
- Shipping Hammer
- Diamond Disc for Concrete 12"
- Framing wood
- Construction Dumpster
- Labor 4 Manpower 30 days aprox

Total: \$40,339.20

Scope of work, but not limited to:

- > Mobilizing equipment, materials and JAGO personnel to the working area, following safety MOT protocols.
- Demolish 29 squares 4' x 4' x 6''
- Demolish 81 squares of 8' x 4' x 6"
- Leveling and preparation of surface
- Pour concrete
- Broom finish
- Clean all debris

Notes:

- Time Frame To be performed in 25-30 days
- Materials Are included.
- Payment Terms 30 days.
- Price Quote Expire 45 days.

Acceptance and approval of this proposal is considered bidding to proceed with scheduling in the upcoming week.

Approval Signature

Name of Authorized Approver

Date Approved

Thanks for considering JAGO for perform on this project. Please don't hesitate to contact us if you should have any questions.

Cordially,

HONEST, CONSISTENCY, SAFETY AND RELIABILITY EVERY TIME

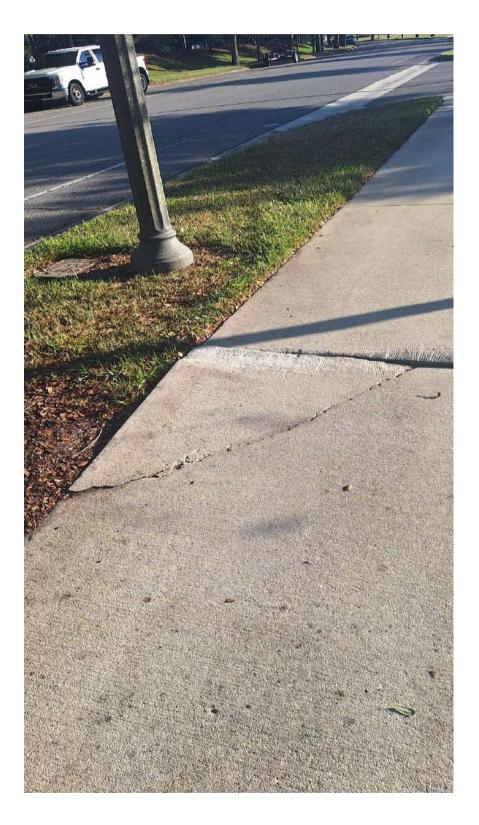
Karla Reyes – Project Manager Coordinator JAGO Solutions M: (407) 893-1063



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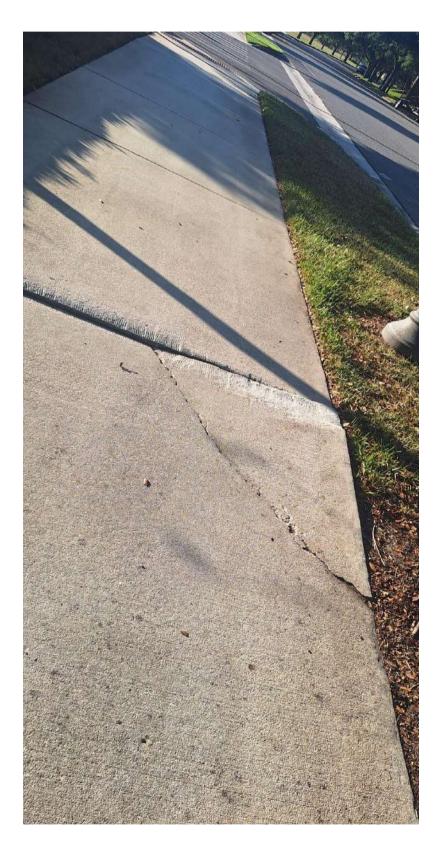


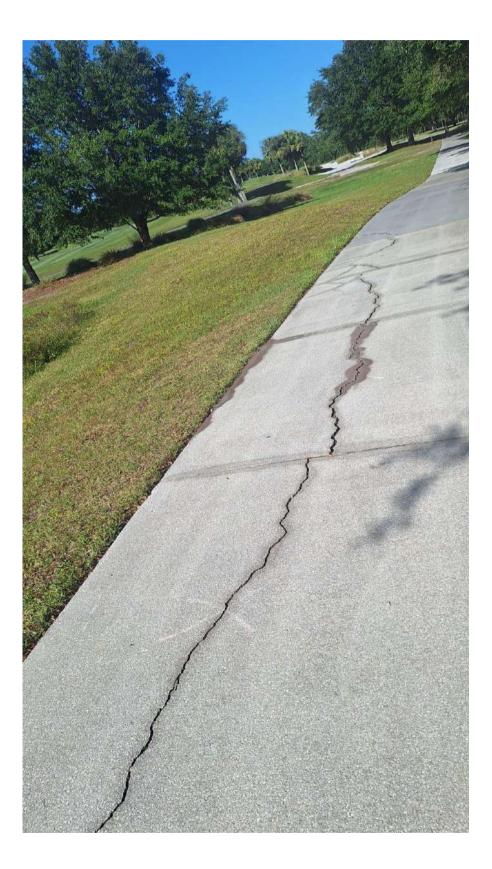
****HONEST, CONSISTENCY, SAFETY AND RELIABILITY EVERY TIME****



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****HONEST, CONSISTENCY, SAFETY AND RELIABILITY EVERY TIME****

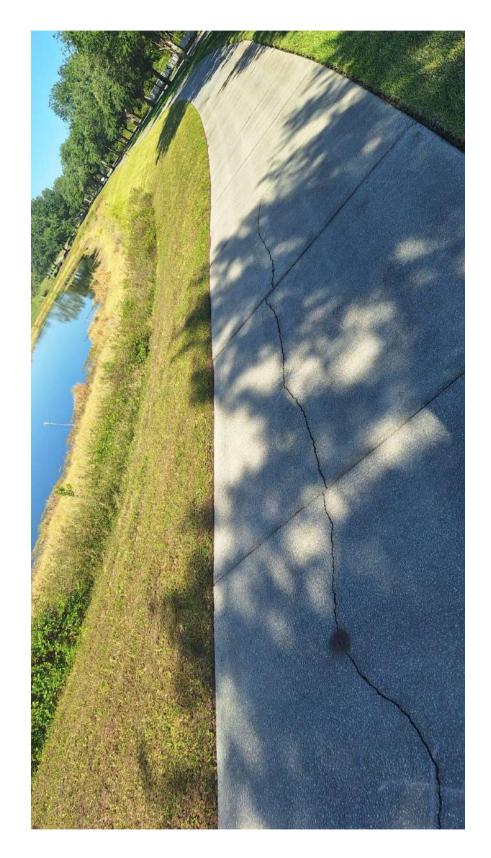


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****HONEST, CONSISTENCY, SAFETY AND RELIABILITY EVERY TIME****





JAGO PRO INC.

Standard Terms & Conditions

- No process warranty of any kind is given, expressed or implied. It is understood JAGO Pro Inc. is installing a system designed and conceived by the Customer. The Customer has calculated the capacities and has dimensioned all main equipment. The Customer has also designed the entire process and material flow. JAGO Pro Inc. shall not be liable for any loss or for any consequential, incidental, or special damages resulting from any miscalculation related to the establishment of the capacities or the product quality resulting from a lack in the design of the process or material flow and or any other complication that arises due to omission and or error from the design.
- 2. Ownership title of all equipment and materials provided and/or installed by JAGO Pro Inc. shall reside with JAGO Pro Inc. until Customer and JAGO Pro Inc. have both executed a notice of final completion and acceptance and all monies owed are paid to JAGO Pro Inc.
- 3. Uninterrupted work schedule means no delays by site issues, delivery of equipment and materials, testing or other trades that prevent JAGO Pro Inc. from meeting the expected efficiencies of the job bid in the order bid.
- 4. JAGO Pro Inc. will proceed with no work beyond our contracted agreement without a written change order that includes: agreed price, permission to proceed, and agreement to payment.
- 5. All milestone extensions will include costs for all rentals related to the extension including but not limited to scaffolding, lifts, trailers, dumpsters, supervision and per diem costs included as a lump sum submitted as part of the extension due to delays caused by the customer, weather or other trades. JAGO Pro Inc. expects the job progress schedule to be a mutually agreeable schedule to establish the activities and working time necessary to perform and complete its work. Regular updates (minimum monthly) of the schedule, needs to be supplied to JAGO Pro Inc. between the job start to finish.
- 6. No adjustments for liquidated, special, indirect, incidental, or consequential damages have been included in this bid and JAGO Pro Inc. will not accept or be held liable for such.
- 7. No Permits or Bonding costs were included in this bid unless otherwise specifically addressed as part of the bid package.
- 8. Payment terms are net 30 unless otherwise stipulated as part of the bid package.
- 9. JAGO Pro Inc. warranties its work no more than 12 months from time of installation. All manufacturer warranties are a pass through from JAGO Pro Inc. to the Customer. At no time will JAGO Pro Inc. supply additional warranty over the manufacturer or supplier's warranty. All warranties provided by JAGO Pro Inc. are labor only.
- 10. Customer is to supply necessary air, water, electricity, and sanitary facilities unless specifically addressed as part of the bid package.
- 11. JAGO Pro Inc. has not included testing, handling, and/or removal of hazardous material unless specifically addressed as part of the bid package.
- 12. JAGO Pro Inc. has not included NDT, Specialty, or 3rd party testing unless specifically addressed as part of the bid package.
- 13. JAGO Pro Inc. will require billings every two weeks based upon the percentage of project completion. A service charge of 1.5% (or the legal rate) per month will be charged on all monies owed over 30 days. Customer shall be responsible for JAGO Pro Inc's. legal fees and reasonable expenses associated with collection of unpaid billings.
- 14. All JAGO Pro Inc. proposal terms and condition shall be included as part of the final contract.
- 15. Under no circumstance can contract funds be held and or delayed from payment JAGO Pro Inc.
- 16. Customer understands that by forming any type of agreement with JAGO Pro Inc., the Customer will be restricted from hiring any of JAGO Pro Inc's., employees unless JAGO Pro Inc. for a period of 12 months.
- 17. JAGO Pro Inc. will not be responsible for field verifying any engineering or drawings provided by others.





Thanks for your Business !



****HONEST, CONSISTENCY, SAFETY AND RELIABILITY EVERY TIME****





SIDEWALK TRIP HAZARD REMOVAL

Price Proposal

HARMONY COMMUNITY DEVELOPMENT DISTRICT



PRECISION SIDEWALK SAFETY CORP • APRIL 23, 2025

1202 SW 17th Street, Suite 201-122 • Ocala, FL 34471 • www.precisionsidewalksafety.com Amanda Henson • 877-799-6783 x 525

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PREPARED FOR:

Harmony Community Development District • Harmony, FL

- Mr. Joseph Gonzalez, District Manager Inframark
- Mr. Jose Pabon, Field Supervisor Inframark
- Mr. Howard Neal, District Field Inspection Coordinator Inframark
- Board of Supervisors for Harmony CDD

Precision Sidewalk Safety Corp (PSSC) uses proprietary and patented cutting technology to repair trip hazards created by changes in level on sidewalk panels. Our horizontal saw cut equipment and technique allow us to reach both ends of the sidewalk without damaging the adjacent slabs, retaining walls, sprinkler heads, landscaping, or anything else surrounding the walkway, resulting in a very high-quality repair. This unique approach has afforded Florida and South Carolina communities the ability to minimize liability and improve safety and aesthetics in their neighborhoods at more reasonable rates than conventional alternatives.

Site Review Summary

As requested, PSSC visited Harmony Community Development District (CDD) to review sidewalks in the community to identify hazards that create trip and fall liabilities that PSSC can repair. Prior to the review, PSSC met with Mr. Gonzalez, Mr. Pabon and Mr. Neal to discuss what is important to the District and understand specifications and boundaries for this project. As discussed with the Inframark team, many communities opt to complete repairs using a phased approach due to budgetary considerations, and because information on the number and sizes of sidewalk hazards for a whole community can quickly become obsolete - especially in Florida where there is a 12-month growing season for trees and plants.

After further discussion regarding the guidelines in the Americans with Disabilities Act (ADA), the Inframark team instructed PSSC to identify and price all changes in level measuring ¼" to 2" in height that our company can repair on the sidewalks on Cat Brier Trail as the first phase in a community sidewalk repair plan. A review of the sidewalks in the specified area was subsequently completed to estimate the number of hazards present and their sizes (see map for boundaries). This data can be used to extrapolate information regarding the whole community.

There are many other hazards present throughout the community in addition to those currently identified, however, these additional hazards were not reviewed and are not included in this proposal. The Americans with Disabilities Act (ADA) excerpts relevant to changes in level on walkways are included in Exhibit A.

Changes in level measuring 1/4" – 2" in height on the specified sidewalks at Harmony CDD were inventoried and a total of 695 hazards meeting the specifications were observed and recorded.

In order to provide an accurate, comprehensive proposal, PSSC takes height and width measurements of every hazard. To provide examples for the community, a sample of PSSC-repairable hazards on Cat Brier Trail just before Indian Grass Rd were marked with a blue lumber crayon. A number representing the height of the hazard in eighths of an inch is recorded on the highest portion of the hazard. For example, the number "3" would represent a hazard measuring $3/_8$ inches high and the number "12" would represent a hazard measuring $12/_8$ inches (1 ½ inches) high. There are numerous panels throughout the property marked with orange paint.





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These marks were not made by PSSC, and they **are not** identifying marks for locations that are included in or excluded from this proposal.

PSSC calculates pricing based upon the amount of concrete we remove in order to achieve the proper slope. For improved accuracy on height averages, our technicians measure hazards 6 feet long or less. For larger panels like the ones in the reviewed areas of Harmony CDD, since many of the panels are at least 8 feet wide, two measurements were taken if the hazard was longer than 6 feet (see Figure 1 below).

Figure 1: Panels Over 6 Feet Wide



Hazard #2 width = 2 feet

Many previous repairs utilizing a grinder have been attempted on the community sidewalks at Harmony CDD (see Figure 6 in Photo Examples below). Several of those locations on panels with a change in level meeting the height specification are **included** in this proposal since they will need to be repaired again by PSSC in order to remove remaining portions of the hazard and provide the proper slope to meet ADA compliance. To meet slope requirements for each repair, PSSC must take into account both the past measurements of the concrete that has been removed and the new amount that must be removed in order to eliminate the hazard.

There are several hazards on panels that are painted along a stretch of Cat Brier Trail. The repair to these panels will remove the paint along with the hazard. As directed by the Inframark team, repairs to these types of hazards are **included** in this proposal. Harmony CDD will need to make arrangements for the slabs to be repainted after repairs are completed since this is not a service provided by PSSC.

This location is an ideal application for our precision concrete cutting repair method. The service will allow Harmony CDD to mitigate risk and liability before an accident occurs, and to do it at a minimal cost. Our service includes a detailed, auditable report of every hazard repaired, so efforts to maintain safe sidewalks are well documented (see Repair Specifications section). This can be submitted to the insurance company, which will often provide lower rates or "credits" for communities with proactive programs in place to reduce liabilities.

When repair work is initiated, our experienced trip hazard removal specialists will precisely identify and record the exact measurements-of each hazard PSSC can repair. This more precise evaluation may result in measurements that vary slightly from this estimate, however the high end of the price range provided is a "not to exceed" estimate.





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Methodology – Preparing This Estimate

1. PSSC conducted a census of hazards that we can repair throughout the specified areas of Harmony CDD; the hazards were then grouped into 3 categories:

<u>CATEGORY</u>	

SPECIFICATION

- **V** Least Severe
- Severe

Most Severe

¹/₄ inch 3/8 inch to 7/8 inch 1 inch to 2 inches

- 2. An estimate of the volume of concrete requiring removal for each category was prepared based on our experience data base.
- 3. A "not to exceed" bid was prepared based on the estimated volume of repairs.

Site Review Area – Hazards Identified in the Reviewed Areas of Harmony CDD



The map in this proposal shows the approximate locations of trip hazards included in the scope of this proposal. The accuracy of this map is dependent on the technology available on smart phones and should be relied upon as approximations only. The Blue Diamond designates hazards previously repaired utilizing a grinder; these locations meeting the height specification must be repaired once again by PSSC in order to completely remove the hazard and provide the proper slope. The Teal Diamonds represents hazards on painted panels.

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Hazards above 2 inches in height are normally not included in PSSC estimates. Since most sidewalks are a total of 3.5 to 4 inches deep, municipal engineers recommend repairs up to 2 inches in height because removing more than that will reduce the structural integrity of the sidewalks if a vehicle or other heavy equipment drives over it. Sidewalks with hazards greater than 2 inches in height are recommended for alternative remediation by the property owner. Severely broken panels and panels hollowed out underneath also need to be alternatively remedied by the property owners. At least one hazard previously repaired using a grinder that has insufficient material for another repair to be made was observed at the time of the review at Harmony CDD (see Figure 7). Since PSSC does not do demolition and replacement, this location and any others like it are excluded from this proposal.

Before work commences, our on-site trip hazard removal specialists will assess all panels identified in this proposal to ensure changes in level can be repaired using our technique. If it is determined that any locations should be remedied in an alternative way instead of repaired using our horizontal saw cut method, PSSC will exclude those repairs from our service.

Some sidewalk panels have holes, missing pieces, or hairline cracks which do not result in changes of level. These types of sidewalk imperfections cannot be repaired utilizing our precision concrete cutting method and are also **excluded** from this estimate. In some cases where a crack exists on a stable panel, the concrete on one side will be raised higher, creating a trip hazard. PSSC will always repair this type of trip hazard unless directed otherwise, but the original crack in the panel will remain.

Our initial site review identified **695 PSSC-repairable hazards** measuring $\frac{1}{4}$ " – 2" in height on the specified sidewalks at Harmony CDD (shown in Table 1 below).

TABLE 1: SPECIFIED SIDEWALKS AT HARMONY CDD 695 TRIP HAZARDS BY HEIGHT CATEGORIES				
LOCATION	LEAST SEVERE	SEVERE	MOST SEVERE	TOTAL
Cat Brier Trail	109	531	55	695
	TOTAL			





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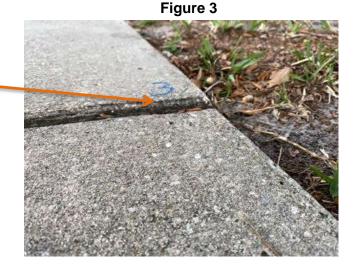
Photo Examples

Figure 2



Example of a ¼" high "Least Severe" hazard in the specified area on Cat Brier Trail.

Example of a ${}^{3}/{}_{8}$ " high "Severe" hazard in the specified area of Cat Brier Trail. This hazard is in the sample area marked for the community; it is marked "3" representing the height of the hazard in eighths of an inch.







Example of a ³⁄₄" high "Severe" hazard in the specified area of Cat Brier Trail. This hazard is also in the sample area marked for the community; it is marked "6" representing the height of the hazard in eighths of an inch.

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Figure 5

Multiple examples of "Most Severe" hazards in the specified area of Cat Brier Trail at Harmony CDD.





Figure 6

Examples of "Severe" and "Most Severe" hazards at Harmony CDD. These locations were previously "knocked down" a bit by a grinder rather than being repaired with an ADA-compliant 1:12 slope. The grinder did not remove the hazard fully nor did it slope the panel accurately and it did unnecessary damage to the adjacent panels. Hazards must be repaired properly by PSSC to remove remaining portions of the hazard and provide proper slope.







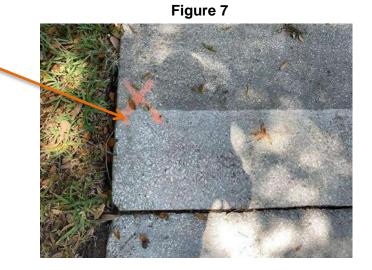
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Example of a location that was previously repaired using a grinder and there is no longer sufficient material for another repair. Locations like this are **excluded** from this proposal.



Pricing Summary

As requested by the Inframark team for consideration, multiple pricing options are provided in this proposal. Repairs will be made at the ADA-compliant, 1:12 slope. Our technicians take exact measurements of every hazard when we perform our work, so the final price for the option selected will be determined by the actual volume of concrete removed to achieve the 1:12 slope for repairs, however **the high end of the range estimated is a "not to exceed" price.**

PSSC proposals are valid for 90 days, but if the signed authorization to repair all hazards in any of the options listed below is returned to PSSC within 45 days of the proposal date, PSSC will extend a discounted rate. If the community chooses to do any other portion of the work, no discount will be applied. If the signed authorization for one of these options is received after the 45 days but before the 90-day expiration, the standard price range will apply.

Option 1: Table 2 below provides pricing alternatives to repair all 695 PSSC-repairable hazards with changes in level measuring $\frac{1}{4}$ " – 2" in height on the reviewed sidewalks in community, **including** repair to hazards on painted sidewalk panels.

TABLE 2: PRICING FOR 695 HAZARDS ¼" - 2" HIGH ON THE SPECIFIED SIDEWALKS AT HARMONY CDD, INCLUDING HAZARDS ON PAINTED PANELS		
1:12 REPAIR SLOPE	PRICE RANGE	
Price if signed authorization is returned to PSSC by June 7, 2025	\$83,245 - \$85,290	
Price if signed authorization is returned to PSSC by July 22, 2025	\$86,480 - \$89,775	

Option 2: Table 3 below provides pricing alternatives to repair all 663 PSSC-repairable hazards with changes in level measuring $\frac{1}{4}$ " – 2" in height on the reviewed sidewalks in community, **excluding** repair to hazards on painted sidewalk panels.



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TABLE 3: PRICING FOR 663 HAZARDS ¹/₄" - 2" HIGH ON THE SPECIFIED SIDEWALKS AT HARMONY CDD, EXCLUDING HAZARDS ON PAINTED PANELS

1:12 REPAIR SLOPE	PRICE RANGE
Price if signed authorization is returned to PSSC by June 7, 2025	\$79,325 - \$82,010
Price if signed authorization is returned to PSSC by July 22, 2025	\$83,670 - \$86,485

Option 3: Table 4 below provides pricing alternatives to repair all 586 PSSC-repairable hazards with changes in level measuring ${}^{3}\!/_{8}$ " – 2" in height on the reviewed sidewalks in community, **including** repair to hazards on painted sidewalk panels.

TABLE 4: PRICING FOR 586 HAZARDS ³/₈" - 2" HIGH ON THE SPECIFIED SIDEWALKS AT HARMONY CDD, INCLUDING HAZARDS ON PAINTED PANELS

1:12 REPAIR SLOPE	PRICE RANGE
Price if signed authorization is returned to PSSC by June 7, 2025	\$75,780 - \$78,060
Price if signed authorization is returned to PSSC by July 22, 2025	\$79,455 - \$82,165

Option 4: Table 5 below provides pricing alternatives to repair all 558 PSSC-repairable hazards with changes in level measuring ${}^{3}\!/_{8}$ " – 2" in height on the reviewed sidewalks in community, **excluding** repair to hazards on painted sidewalk panels.

TABLE 5: PRICING FOR 558 HAZARDS ³/8</sup>" - 2" HIGH ON THE SPECIFIED
SIDEWALKS AT HARMONY CDD, EXCLUDING HAZARDS ON PAINTED PANELS1:12 REPAIR SLOPEPRICE RANGEPrice if signed authorization is returned to PSSC by June 7, 2025\$71,670 - \$74,765Price if signed authorization is returned to PSSC by July 22, 2025\$75,375 - \$78,875

PSSC understands that due to budget considerations, it is not always possible to complete all of the necessary repairs to attain compliance with the Americans with Disabilities Act at one time. Precision Sidewalk Safety is happy to work with our customers to complete the repairs in phases to accommodate this situation. Based upon our experience working with cities, colleges, and private communities all over the state of Florida, we have found that the best way to accomplish a phased approach is to divide the community into sections. All repairs can be completed in one section at a time, beginning with high-risk areas or areas that experience the heaviest foot traffic. Customers using this approach try to complete all repairs in 2 or 3 budget cycles.

If Harmony CDD decides to do the work in a phased approach other than the one already determined for this proposal, PSSC is happy to complete the selected amount of work on areas prioritized by the community. However, since the size and number of trip hazards will change over time, the pricing associated with the reviewed hazards will also change over time. The price range shown for the 695 hazards present today on the sidewalks reviewed for this proposal will no longer be valid in future years. **This estimate FLPN4535 is valid for 90 days.**





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Option 5: If the community has a determined budget that it would like to spend on sidewalks, it can stipulate a not-to-exceed price to PSSC and highlight priority areas, in which case PSSC will work in that priority order until the price is met. When the community is ready to make additional repairs, PSSC will either review the next area and provide a proposal for the next phase, or the community can once again stipulate a not-to-exceed price.

Precision Sidewalk Safety estimates that the work can be completed in 5 - 7 days (depending on the option selected) with the note that wet weather will delay our operations. We will re-route pedestrian traffic on small sections of sidewalk (10'-15') for periods that range from 3 minutes to 20 minutes while those sections are being repaired. We request that the community make arrangements for all vehicles to be moved away from the sidewalks in order for our crew to make the repairs. PSSC will also require that a representative of Harmony CDD review and accept the work (or request adjustments) prior to the crew's estimated departure.

While the sidewalk restoration project is underway, we will:

- keep the sidewalks in service
- require no heavy equipment or traffic control
- remove all debris and recycle the concrete waste materials
- leave the proposed areas clean and trip hazard-free



Figure 8: Precision Sidewalk Safety Work Example







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Savings Summary

Precision Sidewalk Safety provides a professional service to hundreds of municipalities and private communities throughout Florida and South Carolina. Based on data shared by many of these customers, the comparative analysis in Table 6 shows the differences between available methods for sidewalk trip hazard repair.

TABLE 6: REPAIR METHOD COMPARISON FOR HARMONY CDD								
METHOD	ADA COMPLIANT	POSSIBLE INCIDENTAL DAMAGES						
Precision	Yes	5 - 7 Days	None					
Grinding	No	34 - 39 Days	Adjacent sidewalk panels, landscaping, and sprinkler heads					
Replacement	Yes	113 - 123 Days	Broken sidewalk panels from weight of trucks, damage to landscaping, and possible tree damage if root pruning					

<u>Grinding</u>

Although grinding is sometimes used for the removal of trip hazards in private communities, it is not an ideal method for sidewalk repair as the equipment is not specifically designed for this use. Grinding often leaves unpleasant pitting and grooves on the surface of the concrete. Because it is very inflexible equipment, these markings occur not only on the panels with hazards, but also on the sidewalk panels adjacent to those panels. In addition, a grinder often leaves a hazard in place where someone could still trip and fall, because operators are forced to choose from either damaging something adjacent to the affected panel (landscaping, sprinkler heads, etc.) or leaving the repair with upturned edges. This repair method literally scrapes and pulverizes the concrete surface to take off some of the height differential, but it cannot meet the specified ADA requirements for proper slope.

In addition, grinding causes considerable dust and mess. If the dust is managed with water, the property risks slurry and runoff into storm drains or local water. In most cases, grinding cannot be compared to the Precision method, since grinding cannot achieve like results. Still, in a comparison of the same number and size hazards, Precision Sidewalk Safety is comparable in cost. Figure 9 shows results from a typical grind.



Figure 9: Typical Results from a Grinder

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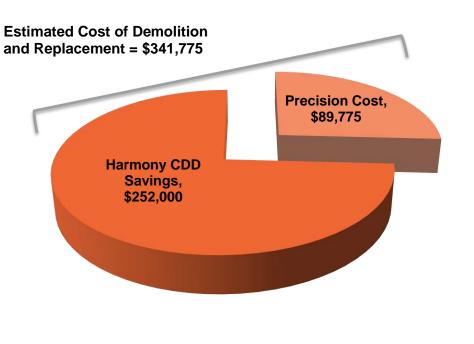
Demolition and Replacement

The conventional approach to fully eliminating trip hazard liability is to demolish and replace hazardous panels. Done correctly to ensure a zero point of differential between existing and new sections, this method meets ADA specifications and is the most comparable alternative to the PSSC method. However, the number of hazards that can be repaired on a fixed budget is very limited. Demolition and replacement can also be very obtrusive to a property. Sidewalks are often closed for days and cars sometimes need to be moved. Incidental damages to landscaping can occur.

Based upon various panel sizes totaling approximately 22,785 square feet and an estimated replacement cost of roughly \$15.00 per square foot, we estimate the cost to demolish and replace panels is \$341,775. This takes into account:

- Cost of concrete
- Labor to break up and remove existing concrete
- Labor to pour, form, level, finish, float & cut control joints
- Fuel for multiple site visits to repair or break-up, remove, pour, remove forms, and restore adjacent items
- Equipment such as a backhoe, vehicle to transport backhoe, utility vehicle, and dump truck to remove debris
- Miscellaneous materials to prepare concrete

Based upon the "not to exceed" price to repair all PSSC-repairable hazards measuring $\frac{1}{4}$ " – 2" on the reviewed sidewalks at Harmony CDD, the maximum cost for PSSC repairs is \$89,775 which is an **estimated savings of \$252,000 or 74%**, shown below. This comparison assumes that only one panel would be demolished and replaced which is usually not the case, since replacing slabs often requires a "run" of two to five slabs. The **actual cost** for demolition and replacement would likely be three times this amount.



COST SAVINGS COMPARED TO DEMOLITION AND REPLACEMENT

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Environment Savings:

As a member of several "green" building associations, Precision Sidewalk Safety tracks savings from the use of our service, which is a green building practice. We utilize a dust containment system to minimize dust and portable equipment that consumes minimal energy. The small sections of concrete we remove are recycled. By using Precision Sidewalk Safety instead of demolition and replacement, Harmony CDD would achieve the following environmental savings:

Natural Resources Saved:

- Approximately **1,033 tons** of waste concrete from removal and placement in landfills (est. **15,192 cubic feet** of concrete at an average weight of 132 lbs. per cubic foot)
- approximately same amount of materials and resources to replace the concrete that was removed

Fossil fuels saved: estimated **1,386 gallons**

- hauling equipment to and from the site to remove sidewalks
- operating backhoe equipment to break up and remove concrete
- round trip transportation of estimated 1,033 tons of debris to the landfill
- round trip transportation of new materials to replace the removed sidewalks

Prevented release of Carbon Dioxide gas: estimated 12.45 Metric Tons

Repair Specifications

Precision Sidewalk Safety will submit a summary itemizing each trip hazard repaired. This report will include the following, which serves as a detailed, auditable invoice for each repair:

- a. The physical location (address, light pole #, etc.) of each repair
- b. The specific hazard height high side and low side measurement in 8ths of an inch
- c. The total width of actual repair in inches
- d. The square footage of repaired panel

Debris from repaired areas will be collected and removed and a dust abatement system will be used during all repair operations. All resulting repairs will be flat and uniform with a coefficient of friction exceeding OSHA requirements for public walkways.

This proposal is based upon a repair slope of 1:12, removing all hazards that PSSC can repair according to the option selected by Harmony CDD.

The following special conditions <u>are</u> included in this proposal for the hazards identified in Table 1:

- Only hazards in the specified areas of the community as detailed in the Site Review Summary
- Hazards on panels which are intact, stable, and not cracked, fractured, or settled
- Hazards on panels with hairline, spider, or multiple cracks(s) which are otherwise "stable" and "intact"
- Hazards on panels with surface imperfections or missing/sunken partial sections that are 90% useable
- Hazards on access ramps that transition sidewalk to crosswalk
- Hazards on painted panels in the specified area it will be up to the community to repaint these locations after the repairs are made

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The following special conditions are not currently included in this proposal:

• Hazards greater than 2" or panels that are too broken for repair or are hollow underneath

ΔRBG

• Hazards on sidewalks in the community that were not in the reviewed areas as detailed in the Site Review Summary

Safety:

Precision Sidewalk Safety Corp has a perfect safety record; we use OSHA approved equipment, certify all employees who work directly in trip hazard repair, and have outstanding safety practices for both employees and the public who may be using the walkways we are repairing. We have worked in dense urban, high pedestrian traffic areas, as well as residential neighborhoods and historic districts to complete projects without incident. Our clients often receive unsolicited compliments for the work we have performed.

Insurance and Incorporation:

Precision Sidewalk Safety Corp is a corporation registered in the state of Florida. Proof of liability, workers compensation, and auto insurance will be provided as requested. **Protection Under U.S. Patent and Trademark Laws:**

The work provided by Precision Sidewalk Safety reveals equipment and processes, which are protected under United States patent laws. It is the use of these patents that enables us to provide the best available trip hazard removal service to our clients. Due to the nature of our business and in lieu of the ability to receive competitive bids for like services, our company provides documentation and reference to the patents that have been issued to our corporate office. Precision Concrete Cutting of Utah and its affiliates, along with The United States Patent and Trademark Office, takes an active and exacting role to protect and enforce intellectual property rights.

U.S. Pat. No. 6,896,604	U.S. Pat. No. 6,827,074
U.S. Pat. No. 7,143,760	U.S. Pat. No. 7,402,095
U.S. Pat. No. 7,000,606	U.S. Pat. No. 7,201,644

About Precision Sidewalk Safety Corporation:

Wendy and Alan MacMurray, the founders of Precision Sidewalk Safety Corp, have over 70 years combined experience in customer management, service delivery and project implementation and have been respected executives for global Fortune 500 companies as well as start-up companies. They introduced the Precision technology to Florida in late 2006 and South Carolina in 2007 and they now support hundreds of customers. The company has used its unique, patented technique to make over 700,000 repairs on sidewalks in the two states, saving communities an estimated \$141 million on sidewalk repairs.





EXHIBIT A: Excerpts from ADA Guidelines

Federal Register / Vol. 56. No. 144 / Friday, July 26, 1991 / Rules and Regulations

Federal Regulations on Trip Hazard Removal

Part III

Department of Justice

Office of the Attorney General

28 CFR Part 36 Nondiscrimination on the Basis of Disability Public Accomodations and in Commercial Facilities; Final rule

4.5 Ground and Floor Surfaces Excerpts from Federal Register

4.5.2 Changes in Level. Changes in level up to 1/4 in (6 mm) may be vertical and without edge treatment. Changes in level between 1/4 in and 1/2 in (6mm and 13mm) shall be beveled with a slope no greater that 1:2. Changes in level greater than 1/2 in (13 mm) shall be accomplished by means of a ramp that complies with 4.7 or 4.8.

4.7.2 Slope. Slopes of curb ramps shall comply with 4.8.2. Transitions from ramps to walks, gutters, or streets shall be flush and free of abrupt changes. Maximum slopes of adjoining gutters, road surface immediately adjacent to the curb ramp, or accessible route shall not exceed 1:20.

4.8.2 Slope and Rise. The least possible slope shall be used for any ramp. The maximum slope of a ramp in new construction shall be 1:12. The maximum rise for any run shall be 30 in (760 mm). Curb ramps and ramps to be constructed on existing sites or in existing building or facilities may have slopes and rises as allowed in 4.1.6(3)(a) if space limitations prohibit the use of a 1:12 slope or less.

3 - a - 1. A slope between 1:10 and 1:12 is allowed for a maximum rise of 6 inches.

3-a-1. A slope between 1:8 and 1:10 is allowed for a maximum rise of 3 inches. A slope steeper than 1:8 is not allowed.







AUTHORIZATION TO PROCEED • FAX TO 866-669-1175 >>ESTIMATE IS VALID FOR 90 DAYS FROM DATE OF ISSUE<<

SCOPE OF PROJECT	Please fill in the option selected, corres	munity and using a repair slope of 1:12, rep epair in the reviewed areas as identified in F FLPN4535. ponding price (range), and authorization n the approved by/billing info table below	Proposal date, then			
COMMUNITY	н	Harmony CDD				
COST	OPTION #:	PRICE (RANGE):	DATE			

This proposal provides a price which will not be exceeded given the scope of work specified and is based on: 1) an estimated number of hazards we anticipate our technician(s) can repair and 2) the resulting amount of concrete material our technician(s) will remove to render repairs compliant with approved customer specifications. Your final inventory of repairs may vary from this estimate. PSSC repairs only those uneven sidewalks specifically requested by you, our customer, and therefore makes no guarantee that the property is free of uneven sidewalk hazards or other trip hazards. PSSC may not complete a repair(s) because; 1. a hazard's actual measurement at the time of repair exceeds approved customer specifications, and/or 2. in the crew leader's judgment, our repair attempt would cause further damage to the concrete slab or be insufficient to satisfactorily remove the existing hazard and/or mitigate its potential liability. Such excluded hazards, if any, will be left "as found" and will require customer's alternative remedy. After the project is completed, new trip hazards will occur or reoccur due to tree roots, water, settling, and other natural and man-made causes outside of PSSC's control. Upon completion of the project, PSSC is not liable for any related claims, losses, or damages. At least 30 minutes prior to the crew's scheduled departure, customer (or designee) agrees to have inspected and either accepted all repairs as completed or determined suitable adjustment(s) (if any) as may be required, such that the crew's departure will not be held responsible for cracks or other defects in poured concrete that may exist due to materials or methods used by original installer.

The undersigned acknowledges the above explanation of our estimate of work as well as the exclusions set forth in this Proposal, that he/she is legally authorized to engage Precision Sidewalk Safety Corp to deliver designated work, has seen a sample – photo or actual – of the resulting repair, and agrees to notify or mediate affected property owners.

Initial below in the space provided if you authorize PSSC to INCLUDE the following repair types:

_ Repair of hazards on painted panels - slabs will need to be repainted by Harmony CDD

APPROVED BY	NAME				
	SIGNATURE				
	TITLE				
	PHONE	ALT. PHONE			
BILLING INFO	INVOICE TO NAME				
(All invoices sent electronically)	ADDRESS				
	INVOICE TO EMAIL ADDRESS				

Upon receipt of this signed acceptance of the details provided throughout this proposal, PSSC will schedule the requested repairs. Every effort will be made to accommodate the requested start date.

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MAINTENANCE Solutions





www.inframark.com/communitymanagement/#maintenance

With over 25 years of maintenance and project management construction experience, Inframark can align with your community's maintenance goals. From general maintenance service orders to large scale building renovations, let us know how we can serve your community.

- ADA Skid Pad Replacements
- Community Inspections/ Reporting
- Debris Removal
- General Maintenance
- Landscape Inspections/ Reporting
- Light Changeouts and Maintenance
- Maintenance of Storm Structures
- Management of Vendor Contracts

CONTACT US TODAY

to see how we can provide quality maintenance for your community.

GC# CBC1257480

107-0325

- Minor Boardwalk and Wood Structure Repairs
- Minor Electrical
- Minor Patch Repairs in Roadways or Alleyways
- On-site Staff
- Painting
- Pressure Washing
- Porter Services
- Review of Landscape Architectual Designs
- Sidewalk Grinding and Replacement
- Sign Installations and Maintenance

CALL 407.566.1935 or

EMAIL maintenance@inframark.com

www.inframark.com/community-management/#maintenance





Concrete Tripping Hazard Removal

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

Our previous clients understand our commitment to quality, craftsmanship, and budgets; therefore, they return to our Inframark Team for concrete projects. Our team have become experts in sidewalk work which is why we are chosen for repeat work.

Uneven concrete on sidewalks, curbs and other common areas can create an unsafe environment on your property. The American with Disabilities Act (ADA) prohibits vertical changes in level greater than 1/4 of an inch on sidewalks and walkways. Anything over this can become a serious tripping hazard making it important to rectify these issues effectively.



Pricing Structure

Pricing for Sidewalk Replacement

Sidewalk panel replacement for trip hazards over 2" or broken panels, will be priced according to the square feet of the panel. Total square feet per panel was determined during the sidewalk audit which is included in the proposal. Tree root systems will also be removed to ensure we get the best outcome and longevity.

Panel replacement is priced by the square foot = \$ 24.25 sqft

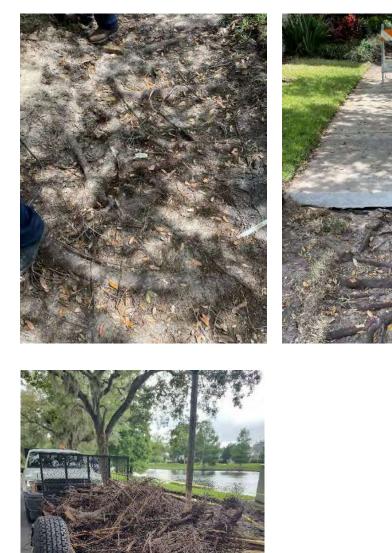
Irrigation damage is inevitable when performing panel replacement work, we understand this. What we do not know is what irrigation will be affected by this work.

Irrigation repairs due to lines crossing sidewalks during replacement will be repaired by the Districts Landscape Vendor. All irrigation repairs will be billed separately to the District.

This estimate does not include any permits if required. Permits will be billed separately after manager's approval.

Below are some of the challenges we face during panel replacement:







Inframark 313 Campus St Celebration, FL 34747 Phone: 407-566-1935 Date 05/01/2025 Work Order # HCDD-1-2025 Customer ID Harmony CDD

Quotation valid until 07/01/2025

Prepared by: Howard Neal

	Description	Unit Price	Quantity	Amount
Path: ✓ Root R ✓ Remov ✓ Haul A ✓ Replace	nel Replacement Along Cat Brier Walking Removal Under Panels val of Panel and Replacement way all Material Off-site re all Damaged Sod ADA Pads	\$24.25	3,573.14	\$86,648.65
Total	Labor and Materials			\$86,648.65

Full payment is due within 60 days of finalizing the project.

If you have any questions concerning this quotation, contact Howard Neal at Howard.Neal@inframark.com

By: Howard Neal

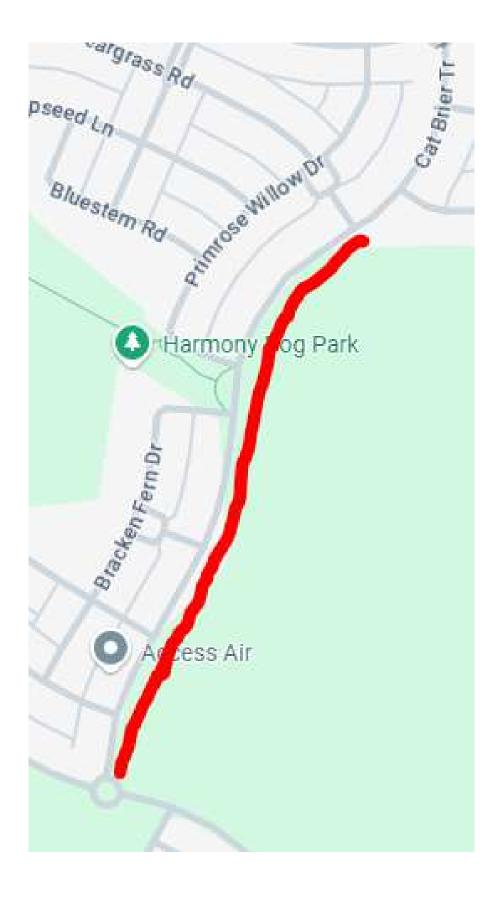
By:

Date: 05/01/2025

Date:

Inframark

Harmony CDD





Location	Concern	Panel(s)	Size	SQFT	Latitude	Longitude
Issue 1 - Across From 3374 Cat Brier Trail	Panels Lifting	3	8 x 6.5	156	28.194267	-81.150935
Issue 2 - 3374-3398 Cat Brier Trail	Cracked Panel	1	8 x 6.5	52	28.1943369	-81.1509167
Issue 3 - 3366-3372 Cat Brier Trail	Cracked Panel	1	10 x 8 ADA pad will be needed.	80	28.1946029	-81.1508984
Issue 4 - 3366-3372 Cat Brier Trail	Panels Cracked And Lifting	2	8 x 6.5	104	28.1948613	-81.1506971
Issue 5 - Across From 3366 Cat Brier Trail	Cracked Panel	1	8 x 6.5	52	28.1951712	-81.1505426
Issue 6 - 3356-3364 Cat Brier Trail	Cracked And Lifting	1	8 x 9 ADA pad will be needed.	72	28.1954308	-81.1504408
Issue 7 - 3356-3364 Cat Brier Trail	Cracked Panel	1	8 x 6	48	28.1956119	-81.15026
Issue 8 - 3356-3364 Cat Brier Trail	Cracked Panel	1	8 x 6	48	28.1956341	-81.1502363
Issue 9 - 3356-3364 Cat Brier Trail	Cracked Panel	1	5 x 10	50	28.1957348	-81.1500716
Issue 10 - 3356-3364 Cat Brier Trail	Cracked Panel	1	7 x 10	70	28.1954821	-81.1503068
Issue 11 - 3356-3364 Cat Brier Trail	Sunk Panel	1	6 x 10	60	28.195692	-81.1501177
Issue 12 - Across From 3360 Cat Brier Trail	Lifting Panels	12	8 x 6.5	624	28.1960933	-81.1499727
Issue 13 - Across From 3358 Cat Brier Trail	Cracked Panel	1	10 x 17	170	28.1960664	-81.1499464
Issue 14 - Across From 3356 Cat Brier Trail	Chipped Panel	1	8 x 2	16	28.196157	-81.1498787
Issue 15 - Across From 3356 Cat Brier Trail	Cracked Panel	1	8 x 6.5	52	28.1963166	-81.1498316
Issue 16 - Across From Dahoon Holly Ct	Cracked Panel	1	5 x 8	40	28.1964747	-81.1497932
Issue 17 - Across From 3350 Cat Brier Trail	Cracked Panel	1	10 x 18	180	28.1969353	-81.1495071
Issue 18 - 3350 Cat Brier Trail	Lifting Panel	1	Colored and stamped concrete. 5 x 6	30	28.1970053	-81.1494561
Issue 19 - Across From 3348 Cat Brier Trail	Panel Lifted	1	8 x 6.5	52	28.1971983	-81.1495277



Issue 20 - Across From 3348 Cat						
Brier Trail	Panels Sunk	3	8 x 6.5	156	28.1972071	-81.1495251
Issue 21 - Across From 3346 Cat Brier Trail	Panel Lifted	1	8 x 6.5	52	28.1972985	-81.149502
Issue 22 - Across From 3346 Cat Brier Trail	Panel Lifted	1	8 x 6.5	52	28.1973052	-81.1494457
Issue 23 - Across From 3344 Cat Brier Trail	Panel Lifted	1	8 x 5.5	44	28.1976728	-81.1494288
Issue 24 - Across From 3342 Cat Brier Trail	Cracked Panel	1	8 x 7.5	60	28.1976955	-81.1494275
Issue 25 - Across From 3342 Cat Brier Trail	Cracked Panel	1	8 x 5	40	28.1977542	-81.1494014
Issue 26 - Across From Bracken Fern	Panel Cracked	1	5 x 5	25	28.198076	-81.1494028
Issue 27 - Across From Bracken Fern	Panel Cracked	1	6.5 x 9 ADA pad needed.	58.5	28.1980386	-81.1494643
Issue 28 - Across From Primrose Willow	Panel Lifting	1	8 x 7.5	60	28.1983711	-81.1493945
Issue 29 - Across From Primrose Willow	Panel Cracked	1	6 x 8.5 ADA pad needed.	52	28.1985781	-81.1493629
Issue 30 - Across From 3338 Cat Brier Trail	Panel Lifting	1	8 x 6	48	28.1986915	-81.1492695
Issue 31 - Across From 3338 Cat Brier Trail	Panel Lifting	1	8 x 7.5	60	28.1987302	-81.1492831
Issue 32 - Across From 3326 Cat Brier Trail	Panels Lifting	2	8 x 6.5	104	28.1994932	-81.1487171
Issue 33 - Across From 3324 Cat Brier Trail	Panel Cracked	1	8 x 5.33	42.6	28.1995906	-81.1485418
Issue 34 - Across From Beargrass	Panel Cracked	1	15 x 13	195	28.2000824	-81.1478146
Issue 35 - Across From Primrose Willow	Panel Lifting	1	8 x 5.5	44	28.198403	-81.1492377
Issue 36 - Across From 3350 Cat Brier Trail	Panel Lifting	1	8 x 6.5	52	28.1971288	-81.1495323
Issue 37 - Across From 3352 Cat Brier Trail	Panels Lifting	4	8 x 6.5	208	28.1969653	-81.1494837
Issue 38 - Across From 3356 Cat Brier Trail	Panel Cracked	1	8 x 6.5	52	28.1964249	-81.1498259
Issue 39 - Across From 3366 Cat Brier Trail	Panel Lifting	1	8 x 6.5	52	28.1952526	-81.1507876
Issue 40 - Across From 3368 Cat Brier Trail	Panel Lifting	1	8 x 6.5	52	28.19504	-81.1506337



Total SQFT = 3,573.14						
Brier Trail		Ţ	0.00	Ŧ	20.1940009	-01.1309333
Issue 42 - Across From 3374 Cat	Panel Lifting	1	8x6	48	28.1945589	-81.1509335
Issue 41 - Corner Five Oaks And Cat Brier Trail	Panel Cracked	1	5 x 12	60	28.1939665	-81.1509985





Inframark

HARMONY CDD SIDEWALK AUDIT - CAT BRIER

Monday, April 7, 2025

42 Items Identified



ISSUE 1 - ACROSS FROM 3374 CAT BRIER TRAIL

Assigned To Three Panels Lifting Three - 8 x 6.5



ISSUE 2 - 3374–3398 CAT BRIER TRAIL Assigned To Cracked Panel 8 x 6.5



ISSUE 3 - 3366–3372 CAT BRIER TRAIL Assigned To Cracked Panel 10 x 8

ADA pad will be needed.



ISSUE 4 - 3366–3372 CAT BRIER TRAIL Assigned To Two Panels Cracked And Lifting

Assigned To Two Panels Cracked And Lifting Two - 8 x 6.5



ISSUE 5 - ACROSS FROM 3366 CAT BRIER TRAIL

Assigned To Cracked Panel 8 x 6.5



ISSUE 6 - 3356-3364 CAT BRIER TRAIL

Assigned To Cracked And Lifting

8 x 9

ADA pad will be needed.



ISSUE 7 - 3356–3364 CAT BRIER TRAIL

Assigned To Cracked Panel 8 x 6

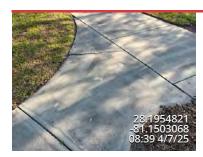


ISSUE 8 - 3356–3364 CAT BRIER TRAIL Assigned To Cracked Panel 8 x 6



ISSUE 9 - 3356–3364 CAT BRIER TRAIL

Assigned To Cracked Panel 5 x 10



ISSUE 10 - 3356-3364 CAT BRIER TRAIL

Assigned To Crqcked Panel 7 x 10





ISSUE 11 - 3356-3364 CAT BRIER TRAIL

Assigned To Sunk Panel

6 x 10



ISSUE 12 - ACROSS FROM 3360 CAT BRIER TRAIL

Assigned To Twelve Lifting Panels Twelve - 8 x 6.5



ISSUE 13 - ACROSS FROM 3358 CAT BRIER TRAIL

Assigned To Cracked Panel 10 x 17

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CONTRACTOR CONTRACTOR

ISSUE 14 - ACROSS FROM 3356 CAT BRIER TRAIL

Assigned To Chipped Panel

8 x 2



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ISSUE 15 - ACROSS FROM 3356 CAT BRIER TRAIL

Assigned To Cracked Panel

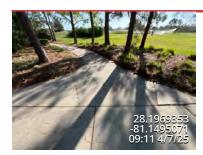
8 x 6.5



ISSUE 16 - ACROSS FROM DAHOON HOLLY CT

Assigned To Cracked Panel

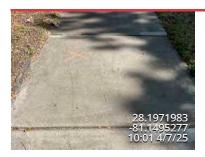
5 x 8



ISSUE 17 - ACROSS FROM 3350 CAT BRIER TRAIL Assigned To Cracked Panel 10 x 18



ISSUE 18 - 3350 CAT BRIER TRAIL Assigned To Lifting Panel Colored and stamped concrete. 5 x 6



ISSUE 19 - ACROSS FROM 3348 CAT BRIER TRAIL

Assigned To Panel Lifted 8 x 6.5





ISSUE 20 - ACROSS FROM 3348 CAT BRIER TRAIL

Assigned To Three Panels Sunk Three - 8 x 6.5



ISSUE 21 - ACROSS FROM 3346 CAT BRIER TRAIL Assigned To Panel Lifted 8 x 6.5



ISSUE 22 - ACROSS FROM 3346 CAT BRIER TRAIL Assigned To Panel Lifted 8 x 6.5



ISSUE 23 - ACROSS FROM 3344 CAT BRIER TRAIL

Assigned To Panel Lifted 8 x 5.5



ISSUE 24 - ACROSS FROM 3342 CAT BRIER TRAIL

Assigned To Cracked Panels 8 x 7.5

ISSUE 25 - ACROSS FROM 3342 CAT BRIER TRAIL

Assigned To Panels Cracked

8 x 5



ISSUE 26 - ACROSS FROM BRACKEN FERN

Assigned To Panel Cracked





ISSUE 27 - ACROSS FROM BRACKEN FERN Assigned To Panel Cracked 6.5 x 9



ADA pad needed.

ISSUE 28 - ACROSS FROM PRIMROSE WILLOW

Assigned To Panel Lifting 8 x 7.5



ISSUE 29 - ACROSS FROM PRIMROSE WILLOW

Assigned To Panel Cracked 6 x 8.5

ADA pad needed.

ISSUE 30 - ACROSS FROM 3338 CAT BRIER TRAIL

Assigned To Panel Lifting

8 x 6

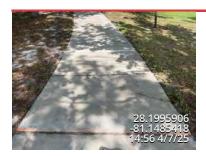


ISSUE 31 - ACROSS FROM 3338 CAT BRIER TRAIL

Assigned To Panel Lifting 8 x 7.5

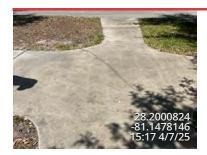


ISSUE 32 - ACROSS FROM 3326 CAT BRIER TRAIL Assigned To Two Panels Lifting 8 x 6.5



ISSUE 33 - ACROSS FROM 3324 CAT BRIER TRAIL

Assigned To Panel Cracked 8 x 64"



Assigned To Panel Cracked 15 x 13

ISSUE 34 - ACROSS FROM BEARGRASS





ISSUE 35 - ACROSS FROM PRIMROSE WILLOW

Assigned To Panel Lifting 8 x 5.5

28.1971288 -81.1495323 15:41 4/7/25

ISSUE 36 - ACROSS FROM 3350 CAT BRIER TRAIL

Assigned To Panel Lifting 8 x 6.5



ISSUE 37 - ACROSS FROM 3352 CAT BRIER TRAIL

Assigned To Panels Lifting Four - 8 x 6.5



ISSUE 38 - ACROSS FROM 3356 CAT BRIER TRAIL

Assigned To Panel Cracked 8 x 6.5



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ISSUE 39 - ACROSS FROM 3366 CAT BRIER TRAIL

Assigned To Panel Lifting

8 x 6.5



ISSUE 40 - ACROSS FROM 3368 CAT BRIER TRAIL

Assigned To Panel Lifting 8 x 6.5



ISSUE 41 - CORNER FIVE OAKS AND CAT BRIER TRAIL Assigned To Panel Cracked

5 x 12



ISSUE 42 - ACROSS FROM 3374 CAT BRIER TRAIL

Assigned To Panel Lifting

8 x 6



HARMONY

Community Development District

Annual Operating and Debt Service Budget

Fiscal Year 2026

Preliminary Budget

Prepared by:





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DEBT SERVICE BUDGETS	
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Harmony

Community Development District

Operating Budget Fiscal Year 2026



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Summary of Revenues, Expenditures and Changes in Fund Balances Statement of Revenues, Expenditures, and Changes in Fund Balance General Fund

Fiscal Year 2026 Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	ACTUAL FY 2024	ADOPTED BUDGET FY 2025	ACTUAL THRU 5/31/2025	PROJECTED June- 9/30/2025	TOTAL PROJECTED FY 2025	ANNUAL BUDGET FY 2026
REVENUES								
Interest - Investments	4,596	48,890	\$	\$ 30,000	\$ 21,451	\$ 10,903	\$ 32,354	-
Interest - Tax Collector	21,818	18,049	5,772	-	\$ 5,555	-	5,555	-
Special Assmnts- Tax Collector	1,853,780	2,412,788	2,757,936	2,854,048	\$ 2,499,993	354,055	2,854,048	3,231,427
Special Assessments-Tax Collector-VC1			-	-		-	-	-
Special Assmnts- Discounts	(56,152)	(77,003)	(74,766)	(114,162)	(90,071)	(24,091)	(114,162)	(129,257)
Other Miscellaneous Revenues	162	2,873	125	-		-	-	-
Access Cards	950	1,060	104	1,200	610	310	920	-
Insurance Reimbursements		7,709		-	14,419	-	14,419	-
Facility Revenue	22,310		(642)	600		-	-	-
Garden Lot	1,237	1,292	1,325	1,200	1,105	95	1,200	-
sales of surplus equip.	2,171			-	-	-	-	-
TOTAL REVENUES	1,850,872	2,415,658	2,738,301	- 2,772,886	- 2,453,062	- 341,272	- 2,794,334	- 3,102,170
EXPENDITURES								
Administration								
P/R-Board of Supervisors	9,200	10,200	7,400	14,000	5,800	2,948	8,748	14,000
FICA Taxes	704	719	627	1,071	523	266	789	1,071
ProfServ-Arbitrage Rebate	1,200	600	1,800	1,200	600	305	905	1,500
ProfServ-Dissemination Agent	1,500	150	1,500	1,500	2,000	1,017	3,017	2,200
ProfServ-Engineering	72,842	102,790	96,144	70,000	35,353	17,969	53,322	75,000
ProfServ-Legal Services	46,736	75,830	51,599	60,000	50,334	25,583	75,917	75,000
ProfServ-Mgmt Consulting Serv	69,212	69,250	71,328	73,468	47,552	24,169	71,721	75,672
ProfServ-Property Appraiser	751	694	751	392	554	282	836	1,000
ProfServ-Recording Secretary	3,300	3,850	1,082	4,456		-	-	2,000
ProfServ-Special Assessment	8,822	8,822	8,822	9,360	9,360	4,757	14,117	9,100



Summary of Revenues, Expenditures and Changes in Fund Balances Statement of Revenues, Expenditures, and Changes in Fund Balance General Fund

Fiscal Year 2026 Budget

	ACTUAL	ACTUAL	ACTUAL	ADOPTED	ACTUAL THRU	PROJECTED June-	TOTAL	ANNUAL BUDGET
ACCOUNT DESCRIPTION	FY 2022	FY 2023	FY 2024	FY 2025	5/31/2025	9/30/2025	FY 2025	FY 2026
ProfServ-Trustee Fees	10,160	10,160	4,636	10,160	8,737	4,441	13,178	10,000
Auditing Services	4,400	4,400	4,600	5,000	4,850	2,465	7,315	5,000
Postage and Freight	1,579	4,070	5,310	1,000	165	84	249	1,000
Rental - Meeting Room	,	3,211	1,553	7,500	2,325	1,182	3,507	5,000
Insurance - General Liability	18,281	18,732	22,932	27,000	26,543	13,491	40,034	29,700
Printing and Binding	278	1,309	174	-	-	-	-	-
Legal Advertising	3,373	1,703	1,171	1,200	477	242	719	1,200
Misc-Records Storage	267	3,274	-	-	-	-	-	-
Misc-Assessmnt Collection Cost	21,974	15,308	33,114	57,080	48,273	24,535	72,808	64,629
Misc-Contingency	1,404	773	-	-	-	-	-	-
Annual District Filing Fee	175	175	175	175	175	89	264	175
Total Administration	276,158	336,020	314,718	344,561	243,621	123,824	367,445	373,246
Field								
ProfServ-Field Management	338,872	338,872	375,809	387,084	250,540	136,544	387,084	425,792
Miscellaneous Services	6,960	4,844	(50)	-	-	-	-	-
Total Field	345,832	343,716	375,759	387,084	250,540	136,544	387,084	425,792
		010,110	010,100	001,004	200,040	100,011	001,004	420,102
Landscape Services								
Contracts - Mulch	61,429		77,348	77,347	-	-	-	77,347
Contracts - Landscape	269,611	526,187	699,583	746,392	478,004	242,952	720,956	768,784
Other Landscape	159,871	50,849	17,495	-	-	-	-	
Contracts - Annuals		3,500	16,215	14,000	-	-	-	14,000
R&M - Irrigation	57,904	14,274	4,909	30,000	16,728	8,502	25,230	30,000
R&M - Trees and Trimming	32,100	38,510	13,329	40,000	18,399	21,601	40,000	40,000
Miscellaneous Services	5,695	140	17,844	50,000	31,120	18,880	50,000	50,000



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Summary of Revenues, Expenditures and Changes in Fund Balances Statement of Revenues, Expenditures, and Changes in Fund Balance General Fund Fiscal Year 2026 Budget

ADOPTED ACTUAL PROJECTED TOTAL ANNUAL ACTUAL ACTUAL ACTUAL BUDGET THRU PROJECTED BUDGET June-ACCOUNT DESCRIPTION FY 2022 FY 2023 FY 2024 FY 2025 5/31/2025 9/30/2025 FY 2025 FY 2026 **Total Landscape Services** 586,610 633,460 867,519 957,739 544,251 291,936 836,187 980,131 Utilities Electricity - General 32,557 35,034 32,938 43,000 23,988 12,192 43,000 36,180 Electricity - Streetlighting 106.472 125,804 122.060 139.000 82.241 41.800 124.041 160,000 Utility - Water & Sewer 177,886 169,878 170,651 220,000 204,072 103,723 307,795 225,000 **Total Utilities** 316,915 330,716 325,649 402,000 310,301 157,715 468,016 428,000 **Operation & Maintenance** Utility - Refuse Removal 2,934 3,758 4,755 3,500 2,908 1,478 4,386 4,000 R&M-Ponds/Buck Lake 43,569 100,000 5,896 6,708 3,588 56,412 60,000 100,000 R&M-Pools 39,313 60,000 25,320 15,366 34,199 12,869 38,189 60,000 R&M-Roads & Alleyways 16.250 2,000 7.200 7.200 10,000 -R&M-Streetlights -10,000 10,000 10,000 10,000 R&M-Vehicles/Equipment 4,816 6,111 4,904 15,000 15,000 15,000 15,000 -R&M-User Supported Facility 1,015 7,553 ------**R&M-Equipment Boats** 4,831 8,506 5,205 10,000 10,000 **R&M-Parks & Facilities** 40,443 67,952 49,195 45,000 61,685 61,685 55,000 -2,000 R&M-Garden Lot 1,273 235 49,195 2,000 369 1,631 2,000 Sidewalk Panel Replacements 11,676 -20,000 20,000 20.000 115,000 **R&M-** Invasive Plant Maintenance 54,800 5,050 105,000 -105,000 105,000 105,000 Security Enhancements 18,978 6,000 3,743 10,978 10,160 2,257 6,000 6,000 **Op Supplies - Fuel, Oil** 3,713 1,702 (18) 8,000 8,000 8,000 8,000 Cap Outlay - Vehicles 10.961 15,000 15,000 15.000 15,000 -59,801 3,969 280,000 280,000 Reserve - Other 280,000 276,031 100,000 Security Monitoring Service



General Fund

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Summary of Revenues, Expenditures and Changes in Fund Balances Statement of Revenues, Expenditures, and Changes in Fund Balance General Fund Fiscal Year 2026 Budget

ADOPTED ACTUAL ANNUAL PROJECTED TOTAL ACTUAL ACTUAL ACTUAL BUDGET THRU June-PROJECTED BUDGET ACCOUNT DESCRIPTION FY 2022 FY 2023 FY 2025 5/31/2025 9/30/2025 FY 2025 FY 2026 FY 2024 109,479 211,221 291,083 681,501 108,782 632,461 **Total Operation & Maintenance** 523,679 895,000 TOTAL EXPENDITURES 1,634,994 1,855,133 2,174,728 2,772,885 1,457,495 3,102,170 1,233,697 2,691,192 Excess (deficiency) of revenues Over (under) expenditures 215,878 560,525 563,573 995,567 (892,425) 103,142 1 **Other Financing Sources (Uses) OPERATING TRANSFERS-OUT** (300,000) (280,000) (352, 199)(352, 199)(200,000)_ -CONTRIBUTION TO (USE) FUND BALANCE **Total Financing Sources (Uses)** (280,000) (352, 199)(352, 199)(200,000)--Net change in fund balance 215,878 560,525 263,573 (279, 999)643,368 (892,425) (249,057) (200,000) FUND BALANCE, BEGINNING 652,880 1,241,387 1,241,387 1,241,387 992,330 --FUND BALANCE, ENDING 215,878 \$ 560,525 \$ 916,453 \$ 961,386 \$ 1,884,755 (892,425) \$ 992,330 792,330 _\$



HARMONY

Community Development District

General Fund Reserves

Summary of Revenues, Expenditures and Changes in Fund Balances Reserve Fund Fiscal Year 2026 Budget

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2025		ACTUAL THRU 5/31/2025		PROJECTED June- 9/30/2025		TOTAL PROJECTED FY 2025		ANNUAL BUDGET FY 2026	
REVENUES										
Interest Investment	\$	-	\$	9,499	\$	-	\$	9,499	\$	-
TOTAL REVENUES		-		9,499		-		9,499		-
EXPENDITURES										
Operation & Maintenance										
Reserve - Other		-		-	-			-		-
Total Operation & Maintenance		-		-		-		-		-
TOTAL EXPENDITURES		-		-		-		-		-
Excess (deficiency) of revenues										
Over (under) expenditures		-		9,499		-		9,499		-
OTHER FINANCING SOURCES (USES)										
Operating Transfers-In		280,000		352,199		-		352,199		200,000
Contribution to (Use of) Fund Balance		-		-		-		-		
TOTAL OTHER SOURCES (USES)		280,000		352,199		-		352,199		200,000
Net change in fund balance		280,000		361,698		-		361,698		200,000
FUND BALANCE, BEGINNING		60,697		60,697		-		60,697		422,395
FUND BALANCE, ENDING	\$	340,697	\$	422,395	\$	-	\$	422,395	\$	622,395



HARMONY

Exhibit "A"

Allocation of Fund Balances

FISCAL YEAR 2026 RESERVE FUND ANALYS	SIS			
Beginning Fund Balance - Carry Forward Surplus as of 10/1/2024	\$	1,241,387		
Less: Forecasted Surplus/(Deficit) as of 9/30/2025		(249,057)		
Estimated Funds Available - 9/30/2025		992,330		
FISCAL YEAR 2026 RESERVE FUND ANALYS	SIS			
Beginning Fund Balance - Carry Forward Surplus as of 10/1/2025	\$	992,330		
Less: First Month Operating Reserve		(258,514) ⁽¹		
Less: Designated Reserves for Capital Projects		-		
Less: Forecasted Surplus/(Deficit) as of 9/30/2026		-		
Estimated Remaining Undesignated Cash as of 9/30/2026		733,815		

<u>Notes</u>

(1) Represents approximately 1 month of operating expenditures



Harmony

Community Development District

Debt Service Budgets Fiscal Year 2026

Summary of Revenues, Expenditures and Changes in Fund Balances Series 2014 Debt Service Fund Fiscal Year 2026 Budget

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2025	ACTUAL THRU 5/31/2025	 OJECTED June- //30/2025	PROJECTED			ANNUAL BUDGET FY 2026
REVENUES							
Interest - Investments	\$ -	\$ 45,906	\$ -	\$	45,906	\$	-
Special Assmnts- Tax Collector	1,202,792	1,044,940	157,852		1,202,792		1,202,792
Special Assmnts- Discounts	(48,112)	(37,647)	-		(37,647)		(48,112)
Prepayments	\$ -	\$ 8,788	\$ -	\$	8,788		
TOTAL REVENUES	1,154,680	1,061,987	157,852		1,219,839		1,154,680
EXPENDITURES Administrative							
Misc-Assessmnt Collection Cost	24,056	20,177	3,879		24,056		24,056
Total Administrative	 24,056	 20,177	3,879		24,056		24,056
Debt Service							
Principal Debt Retirement	\$ 760,000	755,000	\$ 5,000	\$	760,000	\$	800,000
Principal Prepayments	-	65,000	(65,000)		-		-
Interest Expense	383,712	382,013	1,699		383,712		345,713
Total Debt Service	 1,143,712	 1,202,013	 (58,301)		1,143,712		1,145,713
TOTAL EXPENDITURES	1,167,768	1,222,190	(54,422)		1,167,768		1,169,768
Excess (deficiency) of revenues Over (under) expenditures	 (13,088)	(160,203)	212,274		52,071		(15,088)
Net change in fund balance	 (13,088)	 (160,203)	 212,274		52,071		
FUND BALANCE, BEGINNING	1,392,531	1,392,531	-		1,392,531		1,444,602
FUND BALANCE, ENDING	\$ 1,379,443	\$ 1,232,328	\$ 212,274	\$	1,444,602	\$	1,444,602

HARMONY

Community Development District

2014 Debt Service

AMORTIZATION SCHEDULE

Period	Outstanding	Dalassiassi	One shall Oall	Coupon	lead of a second	Annual Debt
Ending	Balance	Principal	Special Call	Rate	Interest	Service
11/1/2014	\$13,945,000					
5/1/2015	\$13,945,000	\$260,000	\$185,000	5%	\$597,819	\$1,042,819
11/1/2015	\$13,500,000		\$70,000		\$346,250	
5/1/2016	\$13,430,000	\$520,000	\$15,000	5%	\$344,450	\$1,295,700
11/1/2016	\$12,895,000	\$40,000			\$331,063	
5/1/2017	\$12,855,000	\$535,000		5%	\$330,031	\$1,236,094
11/1/2017	\$12,320,000		\$15,000		\$316,656	
5/1/2018	\$12,305,000	\$575,000	\$20,000	5%	\$316,281	\$1,242,938
11/1/2018	\$11,710,000		\$30,000		\$301,406	
5/1/2019	\$11,680,000	\$585,000	\$15,000	5%	\$300,619	\$1,232,025
11/1/2019	\$11,080,000		\$70,000		\$283,806	
5/1/2020	\$11,010,000	\$610,000	\$25,000	5%	\$283,806	\$1,272,613
11/1/2020	\$10,375,000		\$25,000		\$267,900	
5/1/2021	\$10,350,000	\$640,000	\$100,000	5%	\$267,244	\$1,175,144
11/1/2021	\$9,610,000		\$15,000		\$248,656	
5/1/2022	\$9,595,000	\$665,000	\$70,000	5%	\$248,275	\$1,161,931
11/1/2022	\$8,860,000		\$70,000		\$229,831	
5/1/2023	\$8,790,000	\$690,000	\$10,000	5%	\$228,013	\$1,147,844
11/1/2023	\$8,090,000		\$20,000		\$210,506	
5/1/2024	\$8,070,000	\$725,000		5%	\$209,981	\$1,145,488
11/1/2024	\$7,345,000				\$191,856	
5/1/2025	\$7,345,000	\$760,000		5%	\$191,856	\$1,143,713
11/1/2025	\$6,585,000				\$172,856	
5/1/2026	\$6,585,000	\$800,000		5%	\$172,856	\$1,145,713
11/1/2026	\$5,785,000				\$151,856	
5/1/2027	\$5,785,000	\$840,000		5%	\$151,856	\$1,143,713
11/1/2027	\$4,945,000				\$129,806	
5/1/2028	\$4,945,000	\$890,000		5%	\$129,806	\$1,149,613
11/1/2028	\$4,055,000				\$106,444	
5/1/2029	\$4,055,000	\$935,000		5%	\$106,444	\$1,147,888
11/1/2029	\$3,120,000				\$81,900	
5/1/2030	\$3,120,000	\$985,000		5%	\$81,900	\$1,148,800
11/1/2030	\$2,135,000				\$56,044	
5/1/2031	\$2,135,000	\$1,040,000		5%	\$56,044	\$1,152,088
11/1/2031	\$1,095,000				\$28,744	
5/1/2032	\$1,095,000	\$1,095,000		5%	\$28,744	\$1,152,488
		\$7,345,000			\$1,839,013	\$9,184,013



HARMONY

Summary of Revenues, Expenditures and Changes in Fund Balances Series 2015 Debt Service Fund Fund Fiscal Year 2026 Budget

		DOPTED	4	ACTUAL THRU		JECTED June-	TOTAL OJECTED	ANNUAL BUDGET		
ACCOUNT DESCRIPTION	F	TY 2025	5	/31/2025	9/	30/2025	FY 2025	F	TY 2026	
REVENUES										
Interest - Investments	\$	-	\$	24,064	\$	-	\$ 24,064			
Special Assmnts- Tax Collector		474,957	\$	455,416		19,541	474,957		474,957	
Special Assmnts- Prepayment			\$	172,925		-	172,925		-	
Special Assmnts- Discounts		(18,998)	\$	(16,408)		(2,590)	(18,998)		(18,998)	
TOTAL REVENUES		455,959		635,997		16,951	652,948		455,959	
EXPENDITURES										
Administrative										
Misc-Assessmnt Collection Cost		9,499		8,794		705	9,499		9,499	
Total Administrative		9,499		8,794		705	 9,499		9,499	
Debt Service										
Principal Debt Retirement		310,000		280,000		-	280,000		325,000	
Principal Prepayments		-		180,000		-	180,000		-	
Interest Expense		253,809		233,922		19,887	253,809		230,753	
Total Debt Service		563,809		693,922		19,887	 713,809		555,753	
TOTAL EXPENDITURES		573,308		702,716		20,592	723,308		565,252	
Excess (deficiency) of revenues										
Over (under) expenditures		(117,349)		(66,719)		(3,641)	 (70,360)		(109,293)	
Net change in fund balance		(117,349)		(66,719)		(3,641)	 (70,360)			
FUND BALANCE, BEGINNING		742,868		742,868		-	742,868		672,508	
FUND BALANCE, ENDING	\$	625,519	\$	676,149	\$	(3,641)	\$ 672,508	\$	672,508	

AMORTIZATION SCHEDULE

Period	Outstanding	Detected	0	Coupon	Indexed.	Annual Debt
Ending	Balance	Principal	Special Call	Rate	Interest	Service
4/2/2015	\$13,530,000			3.750%	\$0	\$0
11/1/2015	\$13,530,000			3.750%	\$337,079	
5/1/2016	\$13,530,000	\$390,000		3.750%	\$202,241	\$929,320
11/1/2016	\$13,140,000			3.750%	\$194,928	
5/1/2017	\$13,140,000	\$410,000		3.750%	\$194,928	\$799,856
11/1/2017	\$12,730,000		\$45,000	3.750%	\$315,419	
5/1/2018	\$12,685,000	\$425,000	\$330,000	3.750%	\$315,419	\$1,430,838
11/1/2018	\$11,930,000		\$335,000	3.750%	\$299,181	
5/1/2019	\$11,595,000	\$420,000	\$100,000	4.750%	\$290,784	\$1,444,966
11/1/2019	\$11,075,000		\$955,000	4.750%	\$278,303	
5/1/2020	\$10,120,000	\$395,000	\$360,000	4.750%	\$254,309	\$2,242,613
11/1/2020	\$9,365,000		\$335,000	4.750%	\$235,919	
5/1/2021	\$9,030,000	\$380,000	\$125,000	4.750%	\$227,466	\$1,303,384
11/1/2021	\$8,525,000		\$160,000	4.750%	\$215,303	
5/1/2022	\$8,365,000	\$385,000	\$285,000	4.750%	\$211,241	\$811,544
11/1/2022	\$7,695,000		\$1,165,000	4.750%	\$194,888	
5/1/2023	\$6,530,000	\$330,000	\$905,000	4.750%	\$165,381	\$690,269
11/1/2023	\$5,295,000		\$25,000	4.750%	\$134,550	
5/1/2024	\$5,270,000	\$295,000		4.750%	\$133,909	\$563,459
11/1/2024	\$4,975,000	. ,		4.750%	\$126,903	. ,
5/1/2025	\$4,975,000	\$310,000		4.750%	\$126,903	\$563,806
11/1/2025	\$4,665,000	,		4.750%	\$119,541	,
5/1/2026	\$4,665,000	\$325,000		5.125%	\$119,541	\$564,081
11/1/2026	\$4,340,000	,		5.125%	\$111,213	
5/1/2027	\$4,340,000	\$340,000		5.125%	\$111,213	\$562,425
11/1/2027	\$4,000,000	,		5.125%	\$102,500	,
5/1/2028	\$4,000,000	\$360,000		5.125%	\$102,500	\$565,000
11/1/2028	\$3,640,000			5.125%	\$93,275	+,
5/1/2029	\$3,640,000	\$375,000		5.125%	\$93,275	\$561,550
11/1/2029	\$3,265,000			5.125%	\$83,666	+,
5/1/2030	\$3,265,000	\$395,000		5.125%	\$83,666	\$562,331
11/1/2030	\$2,870,000	<i>\\</i>		5.125%	\$73,544	<i>\$002,001</i>
5/1/2031	\$2,870,000	\$420,000		5.125%	\$73,544	\$567,088
11/1/2031	\$2,450,000	<i>Q</i> .20,000		5.125%	\$62,781	<i>\\</i>
5/1/2032	\$2,450,000	\$440,000		5.125%	\$62,781	\$565,563
11/1/2032	\$2,010,000	<i>↓,</i>		5.125%	\$51,506	\$555,550
5/1/2033	\$2,010,000	\$465,000		5.125%	\$51,506	\$568,013
11/1/2033	\$1,545,000	φ100,000		5.125%	\$39,591	<i>\\</i> 000,010
5/1/2034	\$1,545,000	\$490,000		5.125%	\$39,591	\$569,181
11/1/2034	\$1,055,000	φ 1 00,000		5.125%	\$27,034	ψοσο, το τ
5/1/2035	\$1,055,000	\$515,000		5.125%	\$27,034	\$569,069
11/1/2035	\$540,000	φυτυ,000		5.125%	\$27,034 \$13,838	φ 009,00 9
5/1/2036	\$540,000 \$540,000	\$540,000		5.125%	\$13,838	\$567,675
JI 1/2030	ψ υτ υ,000	φ υτ 0,000		J. 120 /0	ψ10,000	φυθ7,070
Total		\$4,975,000			\$1,810,781	\$6,785,781



Harmony

Community Development District

Supporting Budget Schedules Fiscal Year 2026



Harmony Community Development District

Summary of Assessment Rates

						0& M			201	4 Debt Servio	ce		20)15 Del	bt Service)			Тс	otal				
		Lot	Lot				% Change (Decrease)/				% Change (Decrease)/					% Change (Decrease)/				\$ Change (Decrease)/	% Change (Decrease)/			FY 2025 Par Balance Per
Neighborhood	Neighborhood Name	Туре	Width	F١	2026	FY 2025	Increase	F	Y 2026	FY 2025	Increase		FY 2026	FY 2	2025	Increase		FY 2026	FY 2025	Increase	Increase	Units	Acres	Unit/Acre
							13.2%				0.0%										7.40/			
A-1 B	Ashley Park	MF	n/a 80	s	802.59 \$	708.86	13.2%	\$ S	605.71 \$ 1.914.87 \$	605.71 1.914.87	0.0%	ş		s	-	N/A N/A	Ş	1,408.30 \$	1,314.57	\$ 93.73 \$ 296.31	7.1% 7.1%	186 9	19.77 23.58	\$ 3,400
в	Birchwood	SF	80 65	s s	2,537.25 \$ 2,061.51 \$	2,240.94 1,820.76	13.2%	s	1,914.87 \$ 1.555.83 \$	1,914.87	0.0%	\$	-	s	-	N/A N/A	s	4,452.12 \$ 3,617.34 \$	4,155.81 3,376.59	\$ 296.31 \$ 240.75	7.1%	25	23.58	\$ 10,500 \$ 8,600
		SF	52	s	2,061.51 \$	1,620.76	13.2%	s	1,000.63 \$	1,555.63	0.0%	\$	-	ə S	-	N/A	è	2,893.87 \$	2,701.27		7.1%	35		\$ 6,900
		SF	42	s	1,332.05 \$	1,176.49	13.2%	ŝ	1,005.31 \$	1,005.31	0.0%	ç		s		N/A	ŝ	2,337.36 \$	2,101.27		7.1%	22		\$ 5,500
		SE	35	ŝ	1,110.05 \$	980.41	13.2%	š	837.75 \$	837.75	0.0%	ŝ		ŝ		N/A	ŝ	1,947.80 \$	1.818.16	\$ 129.64	7.1%	15		\$ 4,600
C-1	Cypress	SF	80	ŝ	2.495.56 \$	2,204.12	13.2%	š	1.883.40 \$	1.883.40	0.0%	ŝ		ŝ		N/A	ŝ	4,378.96 \$	4.087.52		7.1%	10	25.82	\$ 10,300
• ·	o j proco	SF	65	ŝ	2,027.64 \$	1,790.84	13.2%	š	1,530.26 \$	1,530.26	0.0%	ŝ	-	ŝ	-	N/A	š	3,557.90 \$	3,321.10		7.1%	30	20.02	\$ 8,400
		SF	52	ŝ	1,622.11 \$	1.432.68	13.2%	ŝ	1,224.21 \$	1,224.21	0.0%	ŝ	-	ŝ		N/A	ŝ	2,846.32 \$	2,656.89	\$ 189.43	7.1%	35		\$ 6,700
		SF	42	ŝ	1.310.17 \$	1,157,16	13.2%	ŝ	988.78 \$	988.78	0.0%	ŝ	-	ŝ		N/A	ŝ	2,298.95 \$	2,145.94		7.1%	30		\$ 5,400
		SF	35	s	1,091.81 \$	964.30	13.2%	s	823.98 \$	823.98	0.0%	s	-	s	-	N/A	s	1,915.79 \$	1,788.28		7.1%	12		\$ 4,500
C-2	Cypress	SF	80	s	2,595.02 \$	2,291.97	13.2%	s	1,958.47 \$	1,958.47	0.0%	s	-	s	-	N/A	ŝ	4,553.49 \$	4,250.44	\$ 303.05	7.1%	4	17.54	\$ 10,700
		SF	65	s	2,108.46 \$	1,862.22	13.2%	s	1,591.26 \$	1,591.26	0.0%	s	-	s	-	N/A	s	3,699.72 \$	3,453.48	\$ 246.24	7.1%	14		\$ 8,700
		SF	52	s	1,686.77 \$	1,489.78	13.2%	s	1,273.01 \$	1,273.01	0.0%	s	-	\$	-	N/A	s	2,959.78 \$	2,762.79	\$ 196.99	7.1%	13		\$ 7,000
		SF	42	s	1,362.39 \$	1,203.28	13.2%	s	1,028.20 \$	1,028.20	0.0%	s	-	s	-	N/A	s	2,390.59 \$	2,231.48	\$ 159.11	7.1%	31		\$ 5,600
		SF	35	s	1,135.32 \$	1,002.74	13.2%	s	856.83 \$	856.83	0.0%	s	-	\$	-	N/A	s	1,992.15 \$	1,859.57	\$ 132.58	7.1%	25		\$ 4,700
D-1	Drake	SF	80	\$	2,681.04 \$	2,367.94	13.2%	s	2,023.39 \$	2,023.39	0.0%	s	-	s	-	N/A	s	4,704.43 \$	4,391.33	\$ 313.10	7.1%	9	10.35	\$ 11,100
		SF	65	\$	2,178.34 \$	1,923.95	13.2%	\$	1,644.00 \$	1,644.00	0.0%	\$	-	\$	-	N/A	\$	3,822.34 \$	3,567.95	\$ 254.39	7.1%	20		\$ 9,000
		SF	52	\$	1,742.68 \$	1,539.16	13.2%	\$	1,315.20 \$	1,315.20	0.0%	\$	-	\$	-	N/A	\$	3,057.88 \$	2,854.36	\$ 203.52	7.1%	6		\$ 7,200
D-2	Drake	SF	n/a	\$	1,592.56 \$	1,406.58	13.2%	\$	1,201.91 \$	1,201.91	0.0%	\$	-	\$	-	N/A	\$	2,794.47 \$	2,608.49	\$ 185.98	7.1%	11	2.32	\$ 6,600
E	Estates	SF	n/a	\$	4,249.26 \$	3,753.01	13.2%	\$	3,206.92 \$	3,206.92	0.0%	\$	-	\$	-	N/A	\$	7,456.18 \$	6,959.93	\$ 496.25	7.1%	51	28.70	\$ 17,600
G	Green	SF	52	\$	1,918.25 \$	1,694.23	13.2%	\$	1,447.71 \$	1,447.71	0.0%	\$	-	\$	-	N/A	\$	3,365.96 \$	3,141.94		7.1%	62	39.86	\$ 8,000
		SF	42	\$	1,549.36 \$	1,368.42	13.2%	\$	1,169.30 \$	1,169.30	0.0%	\$	-	\$	-	N/A	\$	2,718.66 \$	2,537.72		7.1%	85		\$ 6,400
		SF	35	\$	1,291.13 \$	1,140.35	13.2%	\$	974.41 \$	974.41	0.0%	\$	-	\$	-	N/A	\$	2,265.54 \$	2,114.76		7.1%	39		\$ 5,400
H-1	Rosewood	SF	35	\$	1,443.09 \$	1,274.56	13.2%	\$	1,073.54 \$	1,073.54	0.0%	\$	-	\$	-	N/A	\$	2,516.63 \$	2,348.10		7.2%	39	20.34	\$ 5,900
		SF	40	\$	1,649.25 \$	1,456.64	13.2%	\$	1,288.25 \$	1,288.25	0.0%	\$		\$	-	N/A	\$	2,937.50 \$	2,744.89	\$ 192.61	7.0%	14		\$ 7,100
		SF	50	\$	2,061.56 \$	1,820.80	13.2%	\$	1,594.98 \$	1,594.98	0.0%	\$		\$	-	N/A	\$	3,656.54 \$	3,415.78		7.0%	13		\$ 8,700
	H-2=Hawthorne	SF	25	\$	1,030.78 \$	910.40	13.2%	\$	766.82 \$	766.82	0.0%	\$	-	\$	-	N/A	\$	1,797.60 \$	1,677.22	\$ 120.38	7.2%	46		\$ 4,200
	F=Cherry Hill A- 2=Ashley Park															N/A					7.1%			
H-2/F/A-2/M	M=Lakes	SF	50	\$	2,097.69 \$	1,852.71	13.2%	\$	1,592.89 \$	1,592.89	0.0%	\$	-	\$	-		\$	3,690.58 \$	3,445.60	\$ 244.98		164	45.56	\$ 8,700
	I=South Lake J=East Lake L=Enclave		40				13.2%				0.0%					0.0%					7.2%			
I/J/L/O	O=Waterside	SF		s	2.077.87 \$	1.835.21		s	- s	-		s	1,534.73	s ·	1.534.73		s	3.612.60 \$	3.369.94	\$ 242.66		138	153.00	\$ 13,000
10.2.0	0=Materbiae	SF	50	ŝ	2.597.33 \$	2.294.01	13.2%	ŝ	- \$	-	0.0%	ŝ			1.918.41	0.0%	š	4,515.74 \$	4.212.42		7.2%	222	100.00	\$ 16,200
		SF	60	ŝ	3,116.80 \$	2,752.81	13.2%	ŝ	- 5	-	0.0%	ŝ	2,302.10		2,302.10	0.0%	ŝ	5,418.90 \$	5,054.91		7.2%	31		\$ 19,500
к	North Lake	SF	40	ŝ	2.077.87 \$	1.835.21	13.2%	ŝ	- s	-	0.0%	ŝ	1.432.69		1.432.69	0.0%	ŝ	3.510.56 \$	3.267.90	\$ 242.66	7.4%	38		s -
		SF	50	s	2,597.33 \$	2,294.01	13.2%	s	- \$		0.0%	s	1,790.86	\$	1,790.86	0.0%	ŝ	4,388.19 \$	4,084.87	\$ 303.32	7.4%	28		s -
		SF	60	s	3,116.80 \$	2,752.81	13.2%	s	- \$		0.0%	s			2,149.03	0.0%	ŝ	5,265.83 \$	4,901.84	\$ 363.99	7.4%	14		s -
Office		Office		s	7,550.94 \$	6,669.12	13.2%	\$	- \$	-	0.0%	s	5,505.44	\$ 1	5,505.44	0.0%	ŝ	13,056.38 \$	12,174.55	\$ 881.83	7.2%		0.28	\$ 46,500
GC	Golf Course	Golf Course		s	7,550.94 \$	6,669.12	13.2%	s	- \$	-	0.0%	s	52,624.28	\$ 52	2,624.28	0.0%	s	60,175.22 \$	59,293.39	\$ 881.83	1.5%		4.20	\$ 444,400
Comm	Commercial	Comm		s	7,550.94 \$	6,669.12	13.2%	\$	- \$	-	0.0%	s	5,505.44	\$!	5,505.44	0.0%	\$	13,056.38 \$	12,174.55	\$ 881.83	7.2%		2.44	\$ 46,500
Tract GA		TBD			7,550.94	6,669.12	N/A	\$	- \$	-	0.0%	s	-	\$	-	N/A	ŝ	7,550.94 \$	6,669.12	\$ 881.83	N/A		2.13	s -
Cat Lake Access		TBD		s	7,550.94 \$	6,669.12	N/A	s	- \$	-	0.0%	\$	-	\$	-	N/A	\$	7,550.94 \$	6,669.12	\$ 881.83	N/A		2.61	s -
TC/M*	Town Center/Lakes	SF	50	s	2,176.83 \$	1,922.61	13.2%	s	- \$	-	0.0%	\$	1,234.92	\$	1,234.92	0.0%	\$	3,411.75 \$	3,157.53	\$ 254.22	8.1%	35	10.09	\$ 10,420
TC	Town Center	TC 1 and TC 2		\$	7,550.94 \$	6,669.12	13.2%	\$	- \$	-	0.0%	\$	5,505.44	\$!	5,505.44	0.0%	\$	13,056.38 \$	12,174.55	\$ 881.83	7.2%		11.93	\$ 46,500
TC*	Town Center	TC 3 and TC 4		\$	7,550.94 \$	6,669.12	13.2%	\$	- \$		0.0%	\$	4,283.68	\$ 4	4,283.68	0.0%	\$	11,834.62 \$	10,952.80	\$ 881.83	8.1%		7.43	\$ 36,200
																						1561	427.95	s -

1.) All lands, with the exception of Parcel VC1, are assessed on the Tax Collector Assessment Roll 2.) FY 2023 Par balances provided are for informational purposes only, are subject to change, and take into account the payment of the 2022 tax bill. Please note this is not an official payoff, as payoffs must be obtained via estoppel from Inframark.



RESOLUTION NO. 2025-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION NO. 2025-09; CHANGING THE DATE AND TIME FOR THE PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2025/2026 FINAL BUDGET AND ASSESSMENTS AND AUTHORIZING THE DISTRICT MANAGER TO TAKE CERTAIN ACTIONS TO ACCOMPLISH THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors ("Board") of the Harmony Community Development District (the "District") is required by Chapter 190.008, *Florida Statutes*, to approve a proposed budget for each fiscal year; and

WHEREAS, the Board previously adopted Resolution 2025-09 on May 29, 2025, approving a proposed budget and setting a public hearing for July 29, 2025; and

WHEREAS, to meet statutory deadlines, it is necessary to change the date and time for the public hearings to consider the proposed budget and assessments; and

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

1. Pursuant to Chapter 190, Florida Statutes, the public hearings on the proposed budget and assessments for Fiscal Year 2025/2026 is hereby declared and set for the following date, hour and location:

DATE : August 7, 2025
HOUR : 6:00 PM
PLACE: Su Mesa Café, 7250 Harmony Square Dr. S St. Cloud, FL 34773

2. The District Manager is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with all applicable notice requirements.

3. Except as otherwise provided herein, all provisions of Resolution 2025-09 continue in full force and effect.

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



This Resolution shall take effect upon its passage and adoption by the Board. 5.

PASSED, ADOPTED and EFFECTIVE this 26th day of June, 2025.

ATTEST:

HARMONY **COMMUNITY DEVELOPMENT DISTRICT**

By: _____ By: _____ Chairperson/Vice Chairperson



AGREEMENT FOR ENVIRONMENTAL MAINTENANCE SERVICES [BUCK LAKE]

Тніз Адгеемент ("Agreement") is made and entered into this ______ day of _____

 ____, 2025, by and between:

HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida, and whose mailing address is Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District"); and

BIO-TECH CONSULTING INC., a Florida corporation, with a mailing address of 3025 East South Street, Orlando, Florida 32803 ("Contractor", together with District, "Parties").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("Act"), by ordinance adopted by Osceola County, Florida; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide certain environmental maintenance services, as further identified in **Exhibit A** attached hereto; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide environmental maintenance services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein ("Services"); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional

environmental maintenance services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. The Contractor shall provide the Services as shown in **Section 3** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 3. SCOPE OF ENVIRONMENTAL MAINTENANCE SERVICES. The Contractor will provide environmental maintenance services for Buck Lake, and further identified in **Exhibit A** attached hereto. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A**. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information,



interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

- (1) The District hereby designates the District Manager to act as its representative.
- (2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A.** The term of this Agreement shall be from the date first written above and through September 30, 2026 unless terminated earlier by either party in accordance with the provisions of this Agreement. The Agreement shall be automatically renewed for additional one (1) year terms, unless terminated pursuant to the provisions of this Agreement.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an, addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting

practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 6. INSURANCE.

- **A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
 - (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- **B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C. If the Contractor fails to have secured and maintained the required



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insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.
- **B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances.

SECTION 10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason

of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien.

SECTION 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 13. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 16. Assignment. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 19. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. NOTE: ALL PRIOR SIGNED PROPOSALS ARE HEREBY RESCINDED, AND THIS INSTRUMENT TOGETHER WITH ITS ATTACHMENTS SHALL SERVE AS THE PARTIES' ENTIRE AGREEMENT AS IT RELATES TO THE SUBJECT MATTER OF THIS AGREEMENT.

SECTION 21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

SECTION 22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 23. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day.

Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Osceola County, Florida.

COMPLIANCE WITH PUBLIC RECORDS LAWS. The Contractor understands and SECTION 26. agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Wrathell Hunt & Associates, LLC ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION

OF CHAPTER 119, *FLORIDA STATUTES*, AS TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, <u>WRATHELLC@WHHASSOCIATES.COM</u>, OR AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 30. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.



IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT

Chairperson, Board of Supervisors

BIO-TECH CONSULTING INC.

By:______ Its:

Exhibit A: Scope of Services

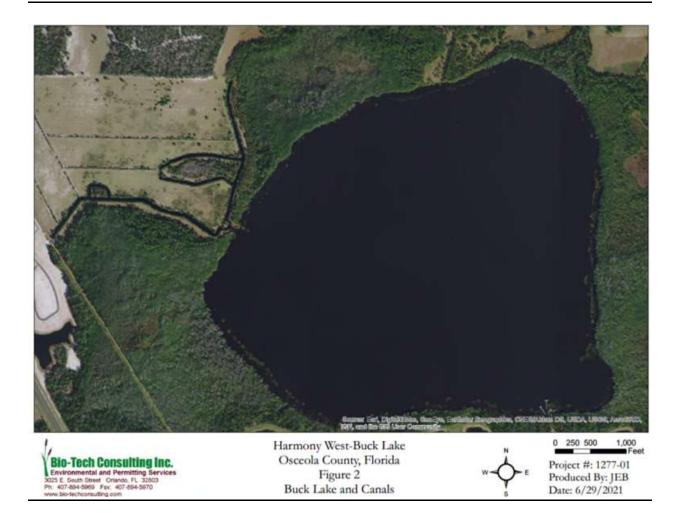


Exhibit A:

Scope of Services

PROPOSAL FOR ENVIRONMENTAL SERVICES HARMONY WEST BUCK LAKE - 2025 MAINTENANCE BTC PROPOSAL No. 25-434

- MAINTENANCE MONTHLY LAKESHORES (75-10)
 This task will consist of herbicide treatment of nuisance and invasive exotic vegetation from the lakeshore areas. Maintenance events will occur monthly.
 NOTES: \$1,400.00 per event for 12 months.
 TOTAL PRICE: \$16,800.00
- GENERAL PROJECT COORDINATION (65-0) Project coordination will cover any requested reports, meetings, telephone calls, or other consultation as needed for the project. Hourly Not to Exceed Total Price: \$1,750.00





Report Geotechnical Engineering Services Five Oaks Drive Community Maintenance Facility Five Oaks Drive and Feathergrass Court Saint Cloud, Osceola County, Florida PSI Project No. 07573475

CARBON



Project Number: 07573475 May 29, 2025 Updated June 10, 2025

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: Report

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

Dear Mr. Anderson:

In general accordance with PSI Proposal No. 0757-435242 and your authorization, **Professional Service Industries, Inc. (PSI), an Intertek company**, has provided geotechnical engineering services for the referenced project. This report presents the results of our field exploration program and provides design-level geotechnical recommendations to guide site preparation and construction of the project.

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 a scattering of trees in the southern portion of the site.

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 report. 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 100 kips and 3 kips per foot, respectively.

The above-listed information/assumptions have been used for the purpose of preparing this report. Adjustments to the scope of services may be necessary if the planned development differs from the noted information/ assumptions.







Project Number: 07573475 Common Oak Engineering, LLC June 10, 2025 Page 2 of 12

SCOPE OF GEOTECHNICAL SERVICES

The purpose of this exploration was to obtain information on the general subsurface soil and groundwater conditions at the proposed project site. The subsurface conditions encountered were then evaluated with respect to the suitability of the site for the proposed development. In this regard, 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 slabon-grade ground floor system.
- 2. Design parameters required for the foundation system, including allowable bearing pressures, foundation levels and expected settlements.
- 3. Recommendations for 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 and low groundwater levels.
- 6. Geotechnical recommendations for design and construction of both flexible (asphalt) and rigid (concrete) pavements for the project.
- 7. Recommendations for design of the planned stormwater pond, including estimated normal seasonal high groundwater levels, permeability rates (vertical and horizontal), soil fillable porosity and base of effective aquifer.

The following services were provided in order to achieve the preceding objectives.

- 1. Reviewed readily available published geologic and topographic information. This published information was obtained from the quadrangle mapping published by the United States Geological Survey (USGS), Florida Geological Survey data, and the "Soil Survey of Osceola County, Florida" published by the United States Department of Agriculture (USDA) Soil Conservation Service (SCS).
- 2. Executed a program of subsurface sampling and field testing. The program consisted of three 15foot deep Standard Penetration Test (SPT) borings in the planned building footprint. We also performed six auger borings to a depth of 7 feet within the proposed pavement areas and two auger borings to a depth of 15 feet within the proposed stormwater pond area.







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In the auger borings, samples were recovered at each change in soil stratum. The borings were performed with a truck-mounted drill rig. Samples were collected, and Standard Penetration Test resistances (N-Values) were measured continuously to 10 feet and on intervals of five feet thereafter. One relatively undisturbed Shelby tube soil sample was collected from the pond area for laboratory permeability testing.

The borings were drilled at the approximate locations shown on **Sheet 1.** The boring locations were established in the field by using handheld GPS equipment and the provided *Site Plan*.

- 3. Visually classified and stratified representative soil samples in the laboratory using the Unified Soil Classification System (USCS). Conducted a limited laboratory testing program to confirm engineering properties of the encountered soils. Identified soil conditions at each boring location and formed an opinion of the site soil stratigraphy.
- 4. Collected groundwater level measurements at the time the borings were performed and estimated normal seasonal high and low groundwater levels for the property.
- 5. The results of our field exploration and laboratory tests were used in the engineering analysis and in the formulation of our design-level geotechnical recommendations for the project. The results of the subsurface exploration, including the recommendations and the data on which they are based, are presented in this report, and prepared under the supervision of a professional engineer licensed in the State of Florida.

REVIEW OF PUBLISHED DATA

USGS Topographic Map

The topographic survey map published by the USGS was reviewed for ground surface features in the area of the proposed project site (refer to **Figure 1**). Based on this review, the natural ground surface elevation is on the order of +75 feet National Geodetic Vertical Datum (NGVD) of 1929. Based on a topographic survey prepared by Johnston's Surveying Inc., ground surface elevations at the boring locations range from approximately +75.0 to +77.5 feet NAVD 88. An excerpt of the noted USGS map is included in **Figure 1** in the **Appendix**.

SCS Soil Survey

The "Soil Survey of Osceola County, Florida," as contained on the USDA Web Soil Survey (WSS), was reviewed for general near-surface soil information within the project vicinity (refer to **Figure 2**). This information indicates that there are three soil groups within the vicinity of the proposed project. The general information provided by the WSS for the mapped soil units is summarized in the table on the following page.







Soil Series	Depth (inches)	Unified Classification	USDA Seasonal High Groundwater Table Depth (feet)
5—Basinger fine sand, 0 to 2 percent slopes	0 to 80	SP, SP-SM	0 to 1
16—Immokalee fine sand, 0 to 2 percent slopes	0 to 80	SP, SP-SM, SM	0 to 1
34—Pomello fine sand, 0 to 5 percent slopes	0 to 80	SP, SP-SM, SM	2 to 3.5

The predominant surficial soil group at the site is 34 – Pomello fine sand, with surficial soil group 16 in the southern tip of the property. The soil survey maps surficial soil group 5 – Basinger fine sand to be present in the east in the conservation area.

SUBSURFACE CONDITIONS

<u>General</u>

To evaluate subsurface conditions at the site, PSI drilled/sampled three 15-foot deep Standard Penetration Test (SPT) borings in the planned building footprint. We also performed six auger borings to a depth of 7 feet within the proposed pavement areas and two auger borings to a depth of 15 feet within the proposed stormwater pond area. In addition, we obtained one relatively undisturbed Shelby tube soil sample for laboratory permeability testing from the planned stormwater management pond. The borings were completed at the approximate locations shown on **Sheet 1** in the **Appendix**.

The SPT borings were completed using rotary wash procedures and sampled in general accordance with ASTM D-1586. An automatic hammer was used to obtain the SPT samples. In the SPT borings, the top four feet was first augered to check for shallow buried utilities. SPT samples were then collected at 5, 7, 9 and 15 feet below existing grade. In the auger borings, samples were collected at each change in soil stratum.

The borings were field located using a handheld GPS device and the *Site Plan* provided to PSI. Upon completion of drilling, the borings were backfilled with soil cuttings. The soil types encountered at the specific boring locations are presented in the form of soil profiles on **Sheets 2** and **3** in the **Appendix**. Included with the boring profiles is a legend describing the encountered soils in USCS format, measured groundwater levels, and laboratory test results.

The stratification presented is based on visual observation of the recovered soil samples, laboratory testing results and interpretation of field logs by a geotechnical engineer. It should be noted that variations in the subsurface conditions are expected and may be encountered between and away from PSI's borings. Also, whereas the individual boring logs indicate distinct strata breaks, the actual transition between the soil layers may be more gradual than shown on the soil profiles.





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LABORATORY TESTING

Representative soil samples were retained from the strata observed in the borings and returned to PSI's Orlando laboratory for visual classification and stratification and select testing. Wash 200 sieve, falling-head permeability and moisture content tests were performed on selected samples for confirmation of visual classification and to determine pertinent engineering properties/parameters. These various tests were carried out following appropriate ASTM procedures.

The results of the laboratory tests are included with the soil profiles on **Sheets 2** and **3**, adjacent to the depth increment of the test specimen. The type of test performed with the associated ASTM test designation is presented below.

Test Type	ASTM
Sieve Analysis	D-422
Moisture Content	D-2216
Permeability	D-2434

SOIL AND GROUNDWATER CONDITIONS

Soil Conditions

Based on the borings completed by PSI for the project, subsurface conditions appear relatively consistent across the site. Generally, the borings encountered a sequence of fine sands, ranging from relatively clean to slightly silty and silty in composition (i.e., SP, SP-SM, and SM materials). Trace amounts of roots were observed within depths of 6 to 8 feet in borings B-1 and B-2.

Standard Penetration Test (SPT) blow counts recorded during our field exploration indicate that the sands are generally in a loose to medium-dense condition.

Detailed descriptions of the individual borings are shown as soil profiles on Sheets 2 and 3 in the Appendix.

Groundwater Conditions

At the time the borings were performed (May 12 and 13, 2025), the groundwater was disclosed at depths in the range of 2 to 3.1 feet below existing grades. The estimated normal seasonal high groundwater level presented herein is based on the observed soil stratigraphy, conditions observed in the borings, USDA Soil Survey information, and our experience in the project vicinity. In this regard, we estimate that the normal seasonal high groundwater table (SHWT) occurs at the natural ground surface to approximately 1 foot of the natural ground surface.

In general, the normal seasonal high groundwater level is not intended to define a limit or ensure that future seasonal fluctuations in groundwater levels will not exceed the estimated levels. Groundwater conditions will vary with environmental changes and seasonal conditions, such as the frequency and magnitude of rainfall patterns, as well as man-made influences, such as swales, drainage ponds, underdrains and areas of covered soil (buildings, paved parking lots, sidewalks, etc.).







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SITE SUITABILITY

Based on the results of PSI's borings, it is our opinion that subsurface conditions are generally suitable for the development of the proposed building and associated civil infrastructure (i.e., stormwater pond, driveways, and parking areas) from a geotechnical engineering perspective. Following the completion of appropriate site preparation activities as recommended herein, shallow spread foundations can be used for building support. Such foundations can be designed using a net allowable bearing pressure of 2,500 pounds per square foot (psf).

Provided adequate separation is maintained between the estimated normal seasonal high groundwater table and the bottom of pavement base, pavements can be constructed using either asphalt or concrete sections. With respect to stormwater management, the prevailing soil and groundwater conditions generally appear suitable for construction of a wet-bottom pond or a shallow dry bottom system. For a dry bottom pond system to function properly, adequate separation should be provided between the bottom of the pond and the normal seasonal high groundwater table. Additionally, a dry bottom pond may require an underdrain or bleeder for it to recover within water management district guidelines. The excavations for ponds are anticipated to generate some granular/sand materials suitable for use as fill on the project.

More detailed recommendations regarding site preparation, foundation design, pavements, and stormwater management for the project are provided in the following sections of this report.

SITE PREPARATION CONSIDERATIONS

<u>General</u>

The following recommendations have been developed on the basis of the previously described project characteristics and subsurface conditions encountered. If there is any change in the project criteria, including the location or orientation of the structure, a review must be made by PSI to determine if additional fieldwork and/or any modifications to our recommendations will be required.

Once final design plans and specifications are available, a general review by PSI is strongly recommended as a means to check that the evaluations made in preparation of this report are correct and that earthwork and foundation recommendations are properly interpreted and implemented.

Site Clearing/Stripping

Prior to subgrade preparation and fill placement, clearing and grubbing including root raking and removal of any organic-laden topsoil that may remain on the site should be completed. This normally includes removing the surface vegetation, stripping topsoil, grubbing major root systems, and removing any miscellaneous debris and/or other deleterious materials. At a minimum, it is recommended that the clearing/stripping operations extend at least ten feet beyond the proposed pavement and building perimeter, where possible.

Material generated during stripping operations should be disposed of off-site in a proper manner as directed by the Owner. Initial site clearing and preparation work should be carried out under the observation of a representative of the geotechnical engineer.







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Fill Placement and Subgrade Preparation

Following the clearing/stripping operations, the exposed subgrade should be evaluated as directed by representatives of PSI to confirm that all unsuitable materials have been removed. Building and pavement areas should then be proof rolled to provide a stable/unyielding subgrade prior to placing fill. Proof rolling should consist of compaction with a large diameter, vibratory drum roller. The roller should have a drum weight of at least ten tons. Proof rolling should consist of a minimum of ten overlapping coverages of the roller in a crisscross pattern with a maximum travel speed of 2 feet per second.

Compaction can be completed in the vibratory or static mode in order to meet the minimum density requirements stated below. Based on past experience, we recommend compaction equipment be operated in the static mode within 75 feet of existing structures to reduce vibrations that could cause structural distress or disturb building occupants. Careful observations should be made during proof rolling to help identify any areas of soft/yielding soils that may require over-excavation and replacement filling.

For the building and pavement areas, we recommend that the subgrade, to a minimum depth of one foot below stripped grade, be compacted to at least 95 percent of the material's modified Proctor (ASTM D-1557) maximum dry density. Following satisfactory completion of initial compaction of the stripped subgrade, the proposed development areas may be brought up to finished grades as required.

Engineered Fill

Any off-site fill imported for the project should consist of clean fine sand with less than 12 percent by dry weight passing the U.S. Standard No. 200 sieve and be free of rubble, organics, clay, debris and other deleterious material. Fill should be tested and approved prior to import and placement. Each lift should have a loose thickness not exceeding 12 inches. Density tests should be performed to confirm the required compaction is being achieved prior to placing the next lift.

Prior to beginning compaction, soil moisture conditioning may be required. Soil moisture contents should be controlled in order to facilitate proper compaction. A moisture content within two percentage points of the material's optimum indicated by the modified Proctor test (ASTM D-1557) is recommended prior to compaction of the natural ground and fill. All engineered fill should be compacted to at least 95 percent of the material's modified Proctor (ASTM D-1557) maximum dry density.

On-Site Soil Suitability

Materials to be used for backfill or compacted fill for construction should be evaluated and, if necessary, tested by PSI prior to placement to determine if they are suitable for the intended use. In general, based on the results of the borings, the on-site relatively clean to slightly silty sands (Strata 1, and 2) appear to be suitable for use as engineered fill, provided the material is properly moisture conditioned being free of debris, rubble, clay, roots, and organics.







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DESIGN RECOMMENDATIONS

Foundations

Based on the anticipated construction and recommended site preparation, shallow foundations can be used for support of the proposed building. Such foundations may be designed for a net allowable bearing pressure of 2,500 pounds per square foot (psf). The foundations and ground floor slab should bear on properly placed and compacted cohesionless (sand) fills or on compacted native soils. All footings should be embedded so that the bottom of the foundation is a minimum of 18 inches below adjacent finished grades on all sides. Strip and wall foundations should be a minimum of 18 inches wide, while column footings should be at least 30 inches square. For load combinations that include wind, the allowable bearing capacity can be increased by 30 percent as permissible by Code.

As an alternate to conventional isolated column pad and strip foundations, a monolithic thickened edge slab can be used for building support. The thickened edge of such a system should be based at least 8 inches below grade and it should be designed to meet Building Code criteria.

The subgrade soils should be compacted to a minimum density requirement of 95 percent of the material's modified Proctor (ASTM D-1557) maximum dry density for a minimum depth of two feet below the bottom of footings, as determined by field density compaction tests. Backfill soils placed adjacent to footings or walls should be carefully compacted with a light walk-behind roller or vibratory plate compactor to avoid damaging in-place footings or walls.

All foundation excavations should be observed by the Geotechnical Engineer or his representative to explore the extent of any fill, excessively loose, soft, or otherwise undesirable materials. If soft or undesirable materials are encountered in the footing excavations, then such materials should be removed, and the subgrade re-established by backfilling. This backfilling may be done with a well-compacted, suitable fill such as clean sand (engineered fill), gravel, or crushed FDOT No. 57 or FDOT No. 67 stone. Sand backfill should be compacted to at least 95 percent of the material's modified Proctor maximum dry density (ASTM D-1557), as previously described. Gravel/stone should be compacted/tamped to a firm/unyielding condition for its full depth.

Immediately prior to placement of reinforcing steel, it is suggested that the bearing surfaces of all footing and floor slab areas be re-compacted using hand-operated mechanical tampers. In this manner, any localized areas that have been loosened by excavation operations should be adequately recompacted.

Provided the recommended subgrade preparation operations presented herein are properly performed, total foundation settlement should be on the order of one inch or less. Differential settlements should be approximately 50 percent of the total movements. These estimates are based on foundation loads discussed herein. The settlement of shallow foundations supported on sandy soils should occur relatively quickly after initial loading. Thus, the majority of expected settlement should occur during construction as dead loads are imposed.







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Lateral loads that are applied to the foundations may be resisted by earth pressure mobilized on the buried vertical faces of the footings and by shearing forces acting along the footing-subgrade interface. Earth pressure resistance may be determined using an equivalent fluid density of 360 pounds per cubic foot for moist soil and 180 pounds per cubic foot for submerged soil below the water table. A friction factor of 0.4 should be used to determine base shearing resistance. The noted values are based on the assumption that the footings are surrounded by compacted sand fill.

To develop passive resistances, the foundations must be able to tolerate some lateral movement. We estimate lateral movements in the range one-quarter to three-eighths of an inch to fully develop the passive resistance. In order to minimize the movement required to develop resistance, the pressure values presented herein can be halved. A factor of safety of at least 1.5 is recommended for design.

Floor Slab

The floor slab of the building can be safely supported as a slab-on-grade system provided the final subgrade elevation is densified and prepared as recommended herein. We further recommend that the upper one foot of the subgrade soils within the building pad be compacted to at least 95 percent of the maximum dry density of the soil's modified Proctor (ASTM D-1557).

We recommend the floor slab-bearing soils be covered by lapped polyethylene sheeting in order to minimize the potential for floor dampness which can affect the performance of floor coverings. This membrane should consist of a minimum six-mil thick, single layer of non-corroding, non-deteriorating sheeting material placed to minimize seams and to cover all of the soil below the building floor slabs. Seams should be overlapped a minimum of 12 inches.

For slab design, we recommend a subgrade modulus of 150 pounds per cubic inch (pci) for subgrade prepared as noted herein.

<u>Pavements</u>

Provided a minimum separation of 18 inches is maintained between the bottom of the pavement base course and the estimated normal seasonal high groundwater table, pavement base materials can consist of limerock or crushed concrete. Based on experience, we recommend the following minimum pavement sections for lightduty uses such as in the parking lots and medium-duty uses such as in car driveway areas.

Light-Duty (Car Parking Areas)

1.5 inches	Type SP Asphaltic Concrete
6.0 inches	Limerock (LBR = 100) or crushed concrete (LBR = 150) basecourse
12.0 inches	Stabilized subgrade (LBR = 40) compacted to 98 percent of the material's ASTM D- 1557 maximum dry density.







Medium-Duty (Driveway and Service Areas)

2.0 inches	Type SP Asphaltic Concrete
8.0 inches	Limerock (LBR = 100) or crushed concrete (LBR = 150) basecourse
12.0 inches	Stabilized subgrade (LBR = 40) compacted to 98 percent of the material's ASTM D- 1557 maximum dry density.

For heavy-duty uses, such as in truck delivery areas, dumpster pad and approach areas, as well as other heavily loaded pavements, we recommend the following minimum pavement section.

Heavy-Duty (Rigid Pavement)

7.0 inches	Portland cement concrete, minimum 28-day compressive strength of 4000 psi.
12.0 inches	Well-draining granular subgrade (AASHTO A-3 material), compacted to at least
	98 percent of the material's AASHTO T-180 maximum dry density.

Pavement joints and reinforcing for concrete pavement should be in accordance with American Concrete Institute (ACI) standards. The recommended pavement sections are based on past experience with similar projects and the encountered subsurface conditions at the site. All pavement materials and construction should meet the more stringent of the Florida Department of Transportation (FDOT) and local city/county requirements. The noted pavement sections should be considered recommended minimums based on anticipated traffic loadings and our past experience. The project civil engineer should provide the pavement design using actual traffic loads, design criteria provided by the Owner, and the soil/groundwater conditions noted herein.

Stormwater Management

We understand that a stormwater planned is planned for the southeast of the property. At this time, we are unsure if the pond will be a wet bottom pond or a dry retention area. We drilled two 15-foot-deep auger borings in the pond area, plus obtained an undisturbed tube sample from the proposed stormwater management area for laboratory permeability testing.

Based on the borings performed in the area and the results of PSI's laboratory testing, we recommend the following parameters for use in design of the planned stormwater pond.

Parameter	Value	Units
Coefficient of Vertical Permeability, Kv of Effective Aquifer	20	feet/day
Horizontal Hydraulic Conductivity, Kh of Effective Aquifer	25	feet/day
Elevation of Estimated SHWT	+74	feet NAVD88
Elevation of Bottom of Effective Aquifer (Confining Layer)	+69	feet NAVD88
Porosity of Shallow Effective Aquifer	25	percent

Note: Elevations estimated based on a Topographic Survey prepared by Johnston's Surveying Inc.







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The performance of a given stormwater system is dependent on the soil permeability as well as the groundwater table, system bottom elevation, system geometry, confining layer, and water level in the system. We recommend a commercially available computer program such as PONDS or MODRET be used by an engineer experienced in groundwater modeling to evaluate the proposed stormwater system. For a dry bottom pond to recover, it may be necessary to provide an underdrain system or bleeder.

The stormwater management system should be designed and constructed in accordance with the South Florida Water Management District requirements.

OTHER CONSIDERATIONS

Site Dewatering

Excavations that are only a few feet below the water table can likely be dewatered with a sump pump. Deeper excavations will most likely require well-pointing or sock drains to achieve adequate drawdown. In either case, the dewatering system should be designed and operated to lower the groundwater table to a depth at least 2 feet below the bottom of surfaces to be compacted in any given area. The design and discharge of the dewatering system should be in accordance with current regulatory criteria.

Excavations

In Federal Register, Volume 54, No. 209 (October 1989) the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its "Construction Standards for Excavations, 29 CFR, part 1926, Subpart P". This document was issued to better ensure the safety of workmen entering trenches or excavations. It is mandated by this federal regulation that excavations, whether they be utility trenches, general construction excavations or footing excavations, be constructed in accordance with the new OSHA guidelines. It is our understanding that these regulations are being strictly enforced and if they are not closely followed the Owner and the contractor could be liable for substantial penalties.

The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractor's "responsible person", as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations.

PSI is providing this information solely as a service to our client. PSI does not assume responsibility for construction site safety or the contractor's or other parties' compliance with local, state, and federal safety or other regulations.







LIMITATIONS

Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This company is not responsible for the conclusions, opinions or recommendations made by others based on these data.

The scope of our exploration was intended to evaluate soil conditions within the influence of the proposed development and does not include an evaluation of potential deep soil problems such as sinkholes. The analysis and recommendations submitted in this report are based upon the data obtained from the soil borings performed at the locations indicated. If any subsoil variations become evident during the course of this project, a re-evaluation of the recommendations contained in this report will be necessary after we have had an opportunity to observe the characteristics of the conditions encountered. The applicability of the report should also be reviewed in the event significant changes occur in the design, nature or location of the proposed development.

The scope of our services provided herein does not include any environmental assessment or investigation for the presence or absence of hazardous or toxic materials in the soil, groundwater, or surface water within or beyond the site studied. Any statements in this report regarding odors, staining of soils, or other unusual conditions observed are strictly for the information of our client.

CLOSURE

We appreciate the opportunity to be of service on this project and we trust that the foregoing and accompanying attachments are of assistance to you and the project team at this time. In the event that you have any questions or if you require additional information, please contact the undersigned.

Sincerely,

PROFESSIONAL SERVICE INDUSTRIES, INC. Certificate of Authorization No. 3684

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

Ian Kinnear, P.E. Chief Geotechnical Engineer Florida License No. 32614

07573475 Report (Harmony CDD - Utility Building).docx

Appendix:

- Figure 1 USGS Quadrangle Map
- Figure 2 SCS Soil Survey Map
- Sheet 1 Boring Location Plan
- Sheets 2 and 3 Boring Profiles

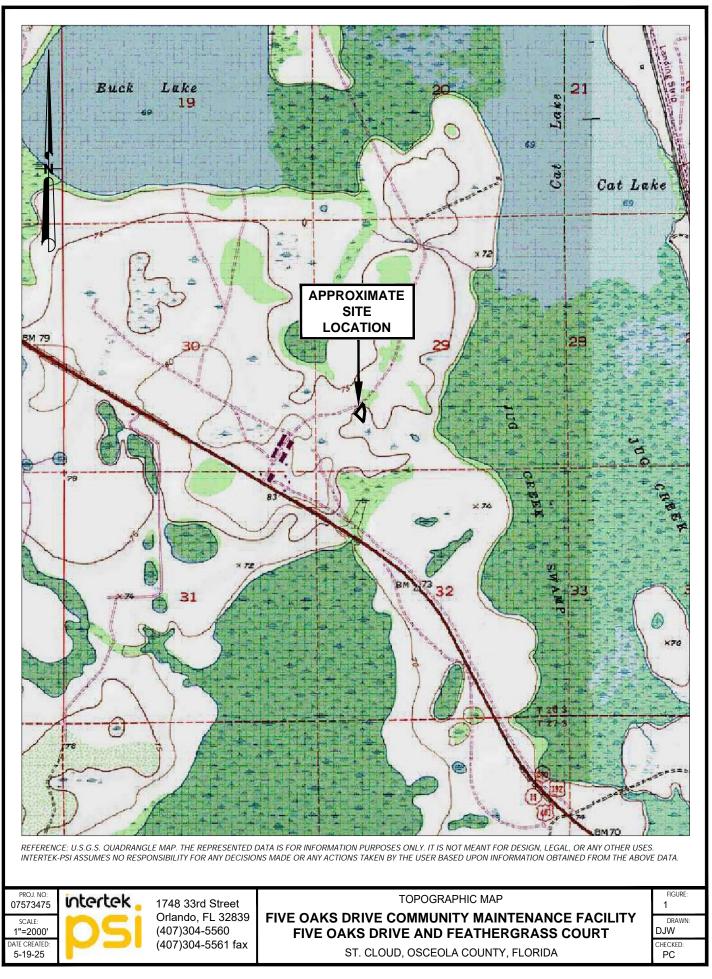


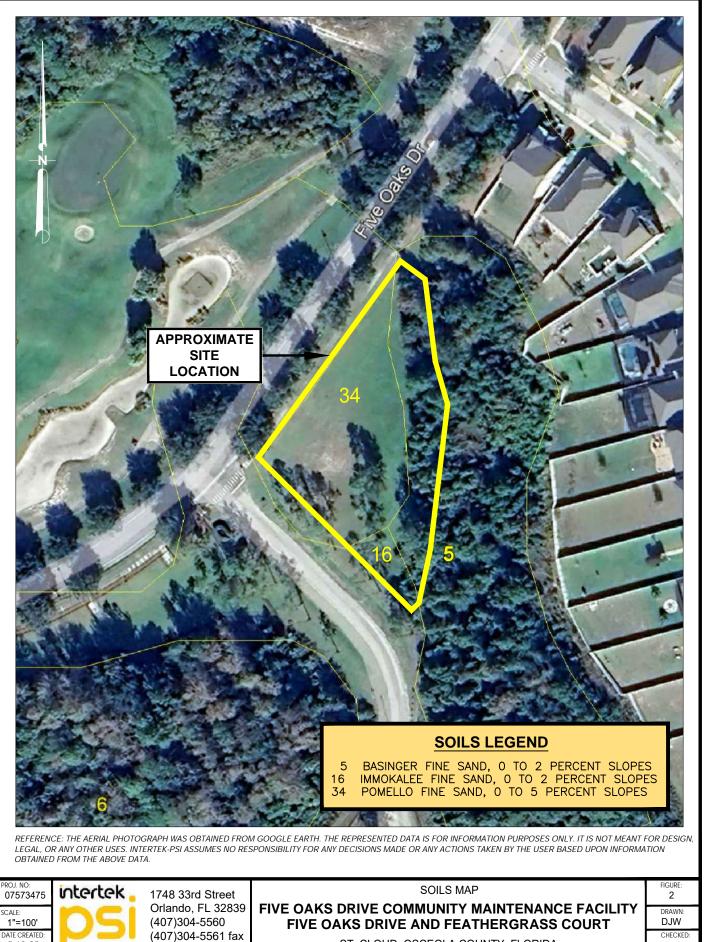


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APPENDIX





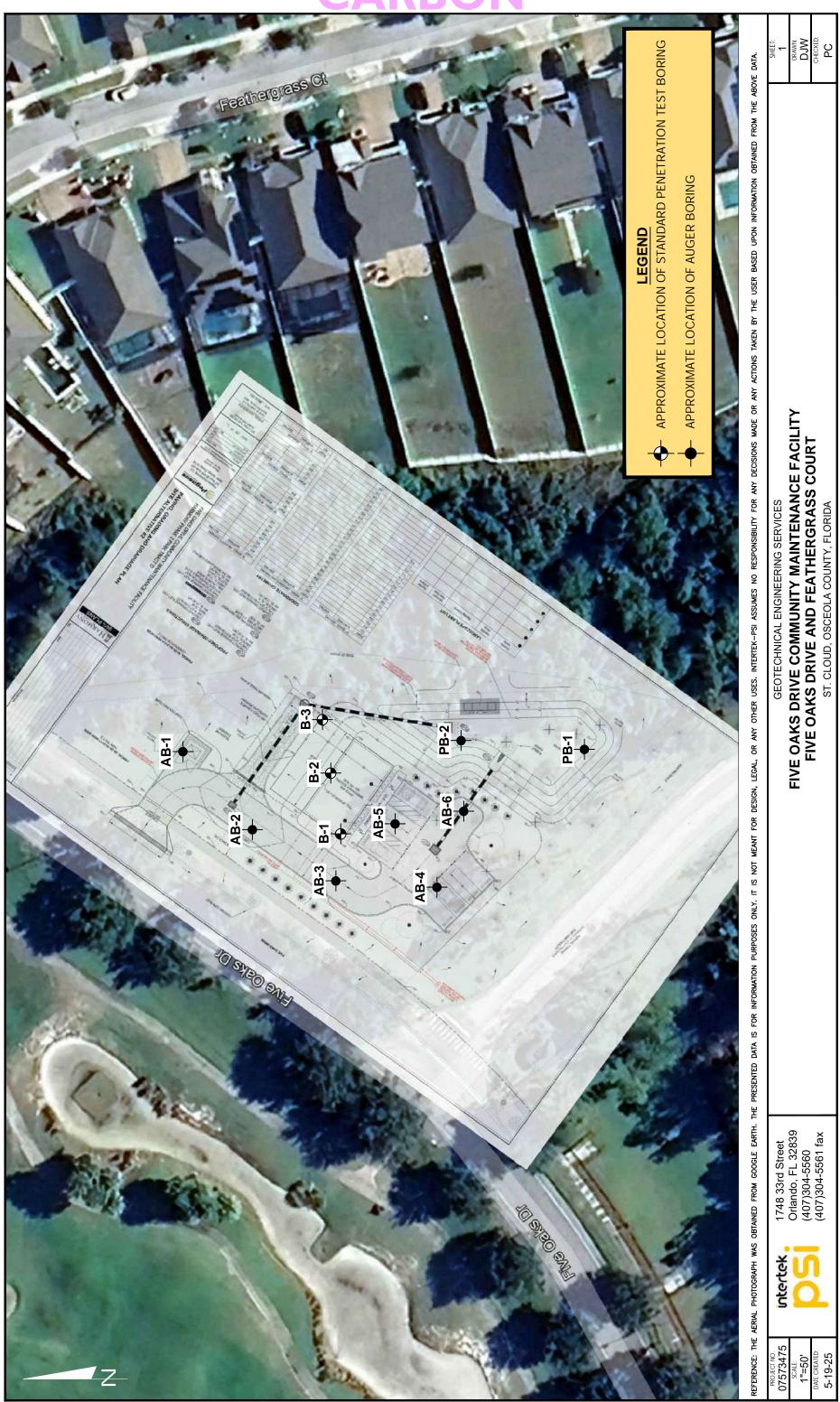


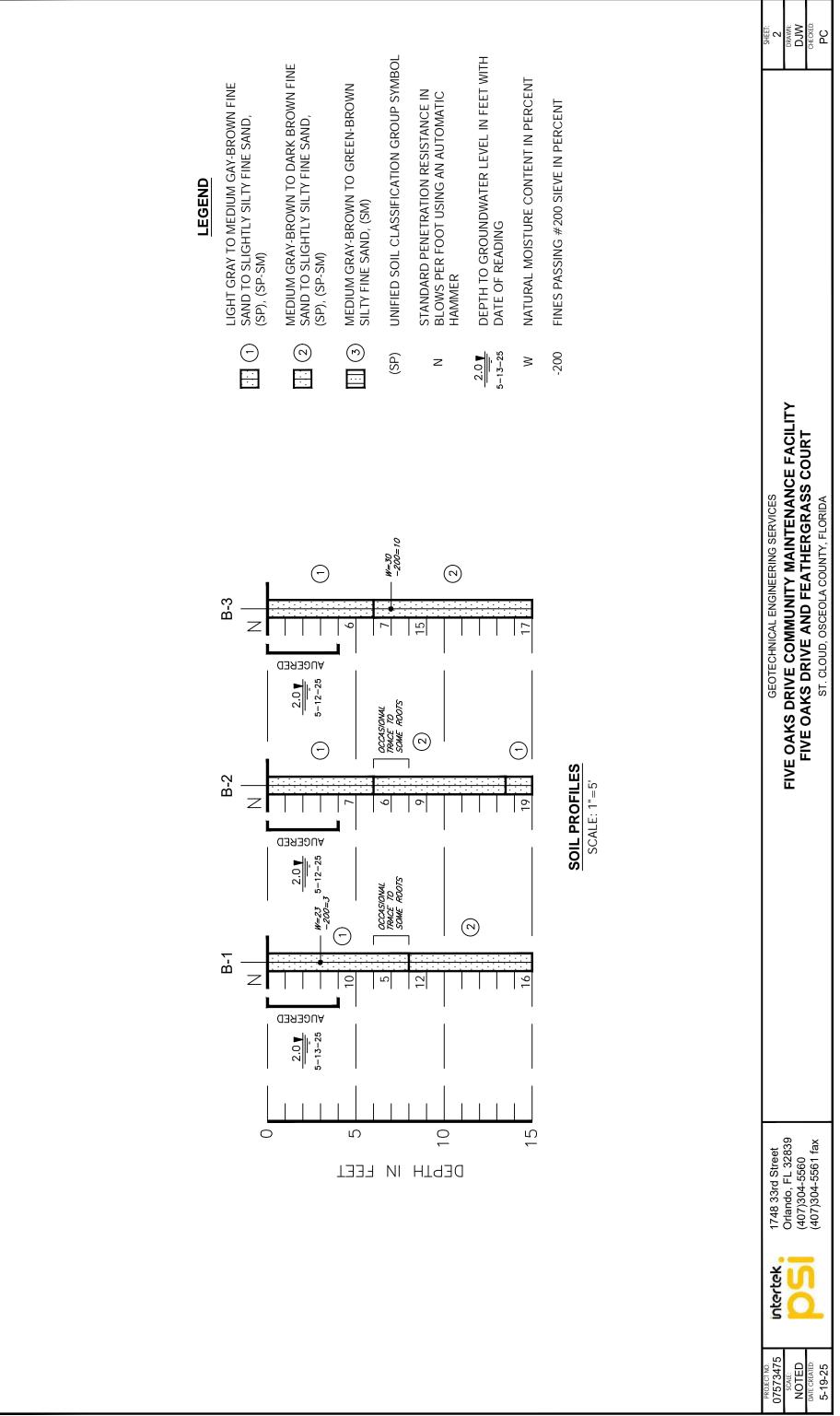
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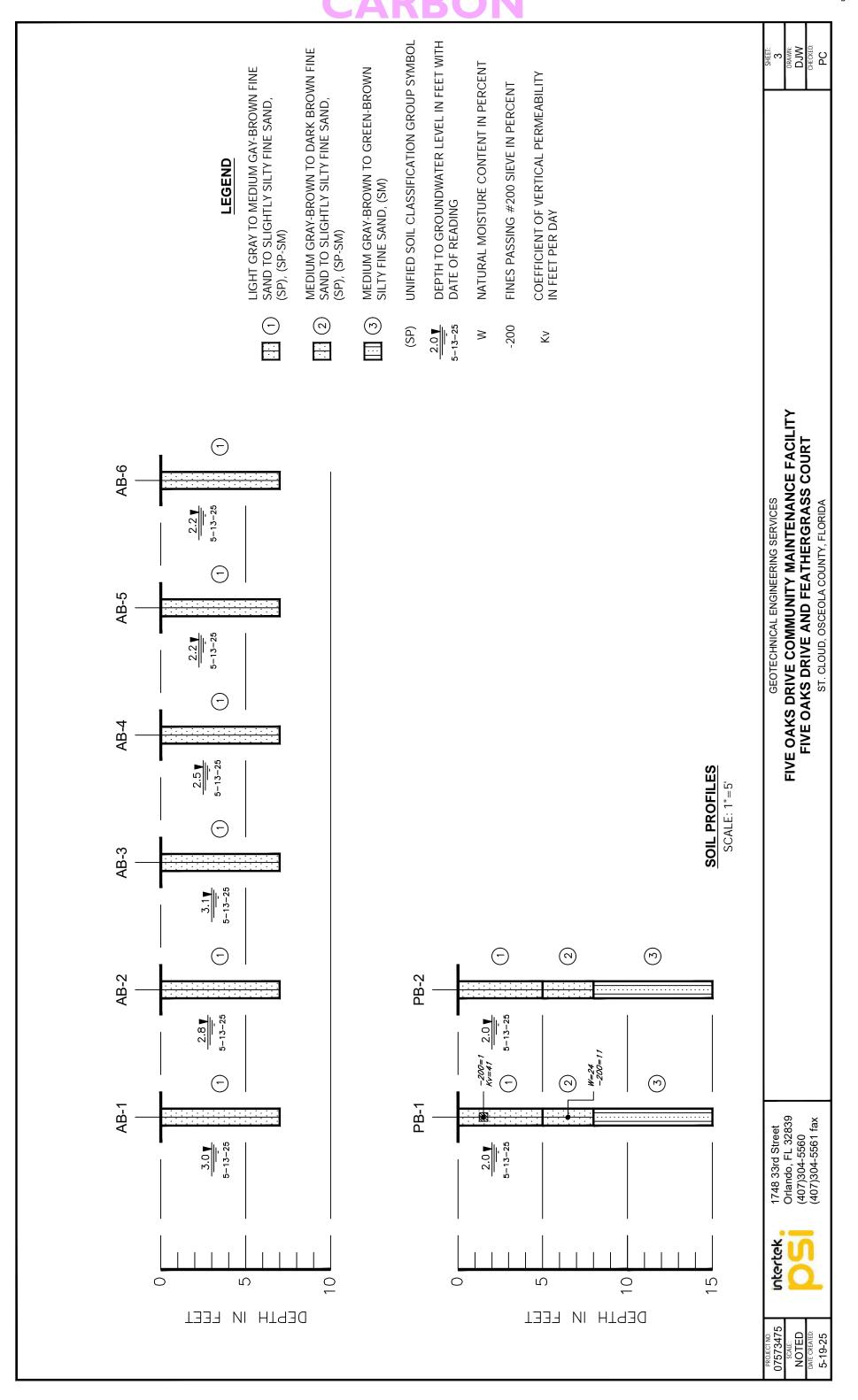
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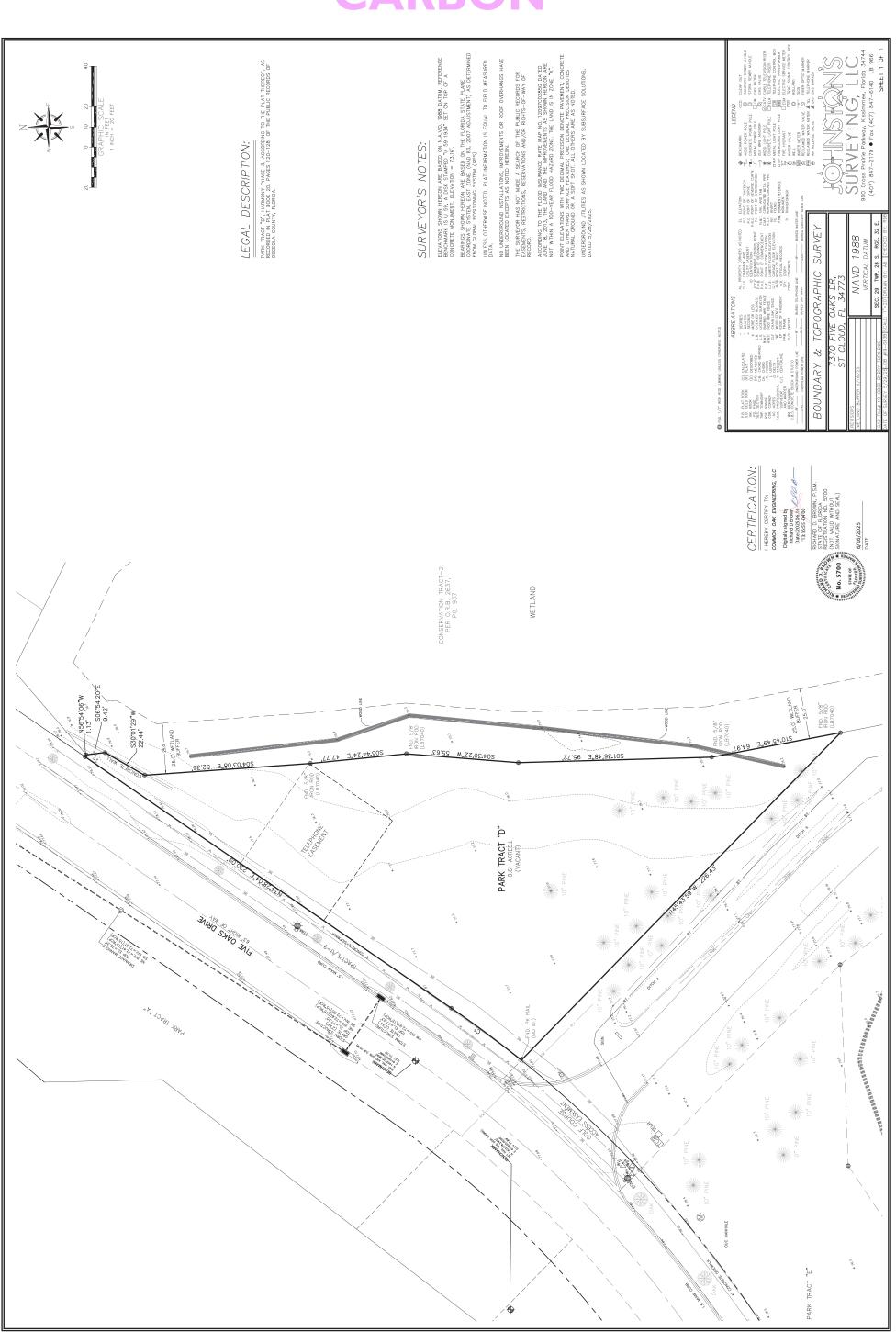
<u>CARBON</u>







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2025 Hurricane & Storm Cleanup Rates

Dear Valued Customer,

In preparation for hurricane season and the potential for storm damage at your property we would like to inform you of our processes and pricing in regards to storm cleanup. In the event that our region is impacted by a storm, United Land Services is able and ready to handle any and all necessary storm cleanup related work. We address the cleanup & remediation process in a three phase approach:

Phase 1

- Phase 1 to begin immediately following the storm once safe and legal for our team to do so at labor prices listed. Main goal is to create as safe an environment as possible.
- Clear main entrances of any obstructions inhibiting traffic.
- Clear secondary roadways of any obstructions inhibiting traffic.
- Clear parking areas located at common areas and common area structures.
- * Clear sidewalks, walking paths and thoroughfares in common areas.

Phase 2

- * Assessment of total clean-up needed and associated total costs of Phases 1-3.
- Removal of any debris generated and stockpiled from Phase 1 upon approval.
- Clearing and removal of debris from common area parks, dog parks and playgrounds upon approval.

Phase 3

- * Clear and remove debris from turf and landscape areas.
- Post storm tree work to remove "hangers", hazard wood and damaged and hazardous trees remaining.

<u>Rates</u>

Supervisor—\$100/hr

Crew Leader—\$80/hr

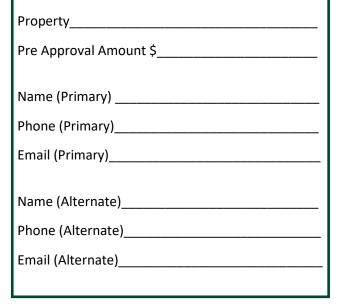
Laborer—\$70/hr

Debris Removal—\$750+ (TBD based on amount and removal method)

Equipment (Lifts, trucks, chippers, loaders, skid steer, etc.)—\$ TBD based on requirements

*All rates charged portal to portal

Property Info



CARBON



Kyle Goldberg Inframark

HARMONY CDD JUNE FIELD INSPECTION

Wednesday, June 11, 2025

21 Items Identified



ITEM 1 - BRUSH HOGGING

Assigned To United Land Services

After review of property appraisers this area is owned by the CDD, United Land Services has been made aware and will brush hog and continue to maintain this area.



ITEM 2 - PALM TRIMMING Assigned To Board Update Palm trees have been trimmed around the community.



ITEM 3 - LEAF PILE Assigned To Inframark

A pile of leaves have collected on Cat Brier Trail. Inframark field services will remove this. Location: 3299 Cat Brier Trail



ITEM 4 - HIGH GRASS

Assigned To United Land Services

United Land Services are aware of multiple water logged areas that have tall grass throughout the community and will work to maintain these areas when mowers are able to access them.



ITEM 5 - WEEDS

Assigned To United Land Services

ITEM 6 - SWING CHAINS

Weeds are starting to grow out of the mulch and should be treated during routine maintenance. Location: 3202 Blazing Star Ln



Assigned To Inframark Protective coating has been removed off of swing chains and should be replaced.



ITEM 7 - MISSING IRRIGATION COVER Assigned To United Land Services There's a missing irrigation cover. Location: 3202 Blazing Star Ln



ITEM 8 - WOOD REPLACEMENT

Assigned To Inframark

There are multiple locations along the buck lake bridges where wood is separating from the structure and should be repaired or replaced.





ITEM 9 - ALLIGATOR SIGNS

Assigned To Board Update

Alligator signs have been installed throughout the community.



ITEM 10 - BENCH REPAIR Assigned To Inframark The wooden legs on this bench should be replaced.



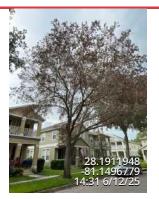
ITEM 11 - TREE REPLACEMENT

Assigned To Board Update

The tree that was struck by lightning at Ashley Pool has been removed and replaced. Dead tree in front of 6827 Sundrop has also been removed.



ITEM 12 - DOOR SWEEPS Assigned To Inframark Door sweeps at Ashley pool should be replaced.



ITEM 13 - DEAD/DYING TREE

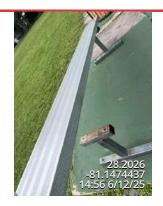
Assigned To United Land Services There's a dying tree outside 7162 40 Banks Rd.



ITEM 14 - DEAD BUSH Assigned To United Land Services There's a dead bush at 7154 Five Oaks Dr.



ITEM 15 - LIGHT ON DURING THE DAY Assigned To District Manager/OUC There was a light on during the day at 7154 Five Oaks Dr. The OUC number was not on the light pole.



ITEM 16 - REATTACH BENCH

Assigned To Inframark

The bench at the basketball court has become detached from its base and should be reattached.





ITEM 17 - MONUMENT

Assigned To Inframark

Monument should be cleaned and vegetation removed. Location: Across from 3206 Needlegrass Ln



ITEM 18 - DUMPING Assigned To Board Update Green waste dumping was located at 3221 Dark Sky Dr.



ITEM 19 - SWIM CLUB RAILING Assigned To Inframark

The perimeter railing around the Harmony Swim club has spots of discoloration and could use a fresh coat of paint.



ITEM 20 - SOD REPLACEMENT

Assigned To United Land Services There's a patch of dead sod outside Harmony Swim club that should be replaced.





ITEM 21 - HARMONY SIGN LIGHTS

Assigned To Inframark

Inframark field services are still working on the lights at the East entrance.

CARBON

KUTAKROCK

Kutak Rock LLP 107 West College Avenue, Tallahassee, FL 32301-7707 office 850.692.7300

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June 20, 2025

Harmony CDD Board of Supervisors c/o InfraMark, IMS 313 Campus Street Celebration, FL 34747

Dear Board of Supervisors:

This letter is to inform you that after careful consideration, Kutak Rock intends to terminate the flat fee billing provision under Section IV.B. of the *Retention and Fee Agreement* ("Agreement") entered into by Harmony Community Development District and Kutak Rock and effective as of July 28th, 2022. This conclusion has been reached after evaluating recent disparities between the time incurred by our firm for the month of May 2025 and the flat fee of thirty-five hundred dollars (\$3,500) established for months in which Kutak Rock attends the monthly board meeting in person. In addition, it has become apparent that the monthly workload for our firm is likely to increase significantly in the future.

Section IV.B. of the Agreement permits either party to meet and discuss any concerns with the flat fee provision and to subsequently choose to terminate that provision. We propose to discuss this issue with the Board at its August meeting. Although Kutak Rock is happy to continue to represent the District, we do have significant concerns regarding the sustainability of this provision. For example, in May of 2025, Kutak Rock dedicated over \$12,000 worth of time and costs to District matters that fall under the \$3,500 flat fee billing provision. This has led to over \$8,500 worth of attorney labor being written off for the month of May, which is unsustainable.

No other provision of the Agreement will be modified as a result of the proposed termination of the flat fee provision under Section IV.B. If you have any questions or concerns regarding this letter, please do not hesitate to speak to me about it and I will not bill the District for those discussions. We look forward to continuing to work with Harmony Community Development District in a mutually valuable partnership.

Sincerely,

Michael C. Eckert

AN ORDINANCE OF THE OSCEOLA COUNTY BOARD OF COUNTY COMMISSIONERS REGULATING THE PARKING OF VEHICLES ON COUNTY-OWNED RIGHT OF WAY WITHIN THE HARMONY SUBDIVISION; PROVIDING A PURPOSE AND INTENT; PROVIDING FOR DEFINITIONS OF TERMS; PROVIDING FOR DUAL REAR WHEEL **VEHICLE PARKING; PROVIDING FOR EXEMPTIONS; PROVIDING FOR PARKING OF VEHICLES: PROVIDING** FOR **RESPONSIBILITY: PROVIDING** FOR ENFORCEMENT: PROVIDING FOR SUPPLEMENTAL ENFORCEMENT, CIVIL PENALTY; PROVIDING FOR PROVIDING **SEVERABILITY:** FOR **CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the County Commission has been requested by the Harmony Community Development District Board of Supervisors to adopt certain parking regulations which would address numerous parking issues impacting the subdivision; and

WHEREAS, the County Commission finds that the Harmony subdivision has a proliferation of recreational and commercial vehicles, including boats, trailers and camper type vehicles parked in the subdivision for extended periods of time; and

WHEREAS, County Commission finds that the nature of the Harmony community has led to an excessive number of recreational and commercial vehicles parked on the county-owned rights of way throughout the subdivision as well as untagged and/or inoperable vehicles being parked in the subdivision; and

WHEREAS, the County Commission finds this situation is aesthetically incompatible with a residential subdivision and creates pedestrian and vehicular safety hazards; and

WHEREAS, it is determined that the parking of vehicles, outside of certain approved parking areas within Harmony subdivision creates problems with access for emergency response vehicles and therefore poses a risk to the health and safety of Harmony residents; and

WHEREAS, it is hereby determined that the parking of vehicles, outside of certain approved parking areas within Harmony subdivision constitutes a nuisance in that it presents an unsightly condition; and

WHEREAS, it is determined that such unsightly occurrences diminish property values and generally degrade the quality of life for the residents of said neighborhood; and

WHEREAS, the County Commission finds that the enactment of this ordinance will promote the public health, safety and welfare; and

WHEREAS, the prohibitions contained within this ordinance are legislatively deemed to be reasonable and the least restrictive measure to control and regulate such unsightly situations and are intended to come within the meaning and purview of *City of Coral Gables v. Wood*, 305 So2d 261 (Ha. 3d DCA 1974) and *Henley v. City of Cape Coral*, 292 So.2d 410 (Ha. 2d DCA 1974).

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA:

Section 1. Purpose and Intent.

The purpose and intent of this Ordinance is to adopt provisions regulating the parking of vehicles on county-owned Right of Way located within the Harmony subdivision, as defined by the metes and bounds description attached hereto as Exhibit A (hereinafter referred to as "Harmony"), in order to ameliorate nuisance conditions caused by improperly parked vehicles.

Section 2. Definitions of Terms.

The following definitions of terms shall apply for the purpose of this Ordinance:

- A. "Dual rear wheel vehicle" means motor trucks, trailers, semi- trailers, tractor trailer combinations, and all other vehicles used, intended for use, or designed for use as a means of transporting persons or property and propelled by power other than muscular power which have more than or are designed to have more than four (4) weight-bearing wheels, but not including dual rear wheel pickup trucks with a one ton or less load capacity.
- B. "Parked" means the standing of a vehicle, whether occupied or not otherwise than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or embarking or disembarking passengers.
- C. "Person" means any individual, firm, sole proprietorship, partnership, corporation, or unincorporated association.
- D. "Right of Way' means land which the County owns or has an easement devoted to, planned, proposed, or required for use as, or in conjunction with, a public road.



- E. "Substantially Shielded from Public View" means that the vehicle must be parked behind opaque fencing or other lawfully permitted visual barer unless on the authorized and approved paved parking area.
- F. "Vehicle" means every device capable of traveling or being moved upon a public highway or public waterway and in, upon, or by which any person or property may be transported or drawn upon a public highway or public waterway, including, but not limited to cars, trucks, motorcycles, and other similar devices.

Section 3. Dual Rear Wheel Vehicle Parking; Exemptions.

- A. Within Harmony, no person shall park or suffer, cause, or permit the parking of a dual rear wheel vehicle unless such vehicle is parked within the confines of a garage or other structure (as may be permitted by applicable codes, ordinances, and regulations) in such a fashion as to be fully shielded from public view, except temporarily while actually engaged in loading or unloading passengers or property.
- B. Notwithstanding the parking restrictions of this Section 3, dual rear wheel vehicles which fall within the purview of the following types of vehicles may be allowed as a conditional use pursuant to the standards and procedures of the Osceola County Zoning Regulations and/or Land Development Regulations:
 - 1. Authorized Emergency Vehicles as defined by Florida Statute 316.003(1) when parked on a lot accommodating the dwelling unit within which the vehicle operator resides on a 24-hour call to duty basis.
 - 2. Tow Trucks meeting the standards of Chapter 15B-9, Florida Administrative Code, which are owned or maintained by a wrecker operator approved by the Division of Florida Highway Patrol for inclusion on the wrecker rotation list for the wrecker rotation zone(s) serving Osceola County pursuant to Florida Statute 321.051 and Chapter 15B-9, Florida Administrative Code, when parked on a lot accommodating the dwelling unit within which its operator resides on a 24-hour call basis for towing services to the public.
- Section 4. Parking All Vehicles; Where prohibited.
 - A. The parking of any vehicle or trailer shall be prohibited in the following areas:



- 1. All times of day within the Osceola County Right of Way which is marked by signage as "No Parking," consistent with the map attached hereto as **Exhibit B.** Funding for the fabrication and installation and maintenance of the "No Parking" signage shall be individually or collectively funded by the County, Harmony Community Development District or the Harmony Homeowners Association, Inc.
- 2. Within the Osceola County Right of Way between the hours of 11:00 pm and 7:00 am.

Section 5. Responsibility.

The owner of vehicle parked in violation of this ordinance shall be responsible for not complying with this ordinance. Nothing herein negates or modifies the ability of any applicable homeowner's association to regulate parking by its members.

Section 6. Enforcement

The Code Enforcement Board shall have jurisdiction to hear and decide violations of this Article. Any person who violates any of the provisions of this Article, shall upon Code Enforcement action, be punished as provided in Osceola County Code Chapter 7 and its Amendments. The jurisdiction of the Code Enforcement Board shall not be exclusive. Any alleged violation of any of the provisions of this Article may pursue by appropriate remedy, whether by injunctive, declaratory, or other civil or criminal sanction, in court, at the option of the County. The provisions of this ordinance may be additionally enforced as a non-criminal infraction by the sheriff, deputy sheriff, and any other authorized law enforcement officer.

Section 7. Supplemental Enforcement; Civil Penalty.

This Ordinance may be enforced pursuant to the supplemental procedures contained in Chapter 7 of the Osceola County Code of Ordinances. The civil penalty for violation of this ordinance shall be \$100.00 per violation.

Section 8. Severability.

It is declared to be the intent of the Board of County Commissioners that, if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof

Section 9. Conflict.

Any Ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict.



Section 10. Inclusion Into The Code.

The provisions of this Ordinance shall be included and incorporated within the Code of Ordinances of Osceola County, Florida, and maybe re-numbered or relettered to accommodate such inclusion.

Section 11. Effective Date.

This Ordinance shall be filed with the Department of State and become effective one hundred and twenty (120) days after the date of its adoption.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA

BY: _

Chairman/Vice-Chairman

OSCEOLA COUNTY CLERK OF THE BOARD BY:

Clerk/Deputy Clerk of the Board

On

By

Exhibit A Legal Description of Harmony

Exhibit B Map of No Parking Areas



Exhibit A

Legal Description of Harmony



Exhibit B

Map of No Parking Areas



HARMONY COMMUNITY DEVELOPMENT DISTRICT OSCEOLA COUNTY, FLORIDA

REQUEST FOR PROPOSALS

FOR

DISTRICT MANAGEMENT SERVICES

AND

AMENITY CENTER MANAGEMENT SERVICES

AND

GROUNDS MAINTENANCE MANAGEMENT SERVICES

, 2025



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1. <u>GENERAL INFORMATION FOR PROPOSERS</u>

Notice is hereby given that the Harmony Community Development District (the "District") will accept proposals from qualified firms ("Proposers" or "Contractors") interested in providing district management ("District Management"), amenity center management ("Amenity Management") and/or grounds maintenance management ("Grounds Maintenance Management") services for the District and the District's Facilities (hereinafter described). These services are considered contractual services under Florida Law and are not required to be competitively bid. Instead, the District intends to select the proposal(s) that is in the best interests of the District through direct negotiations.

This RFP is for the management services described herein and is not intended to result in a maintenance contract. Although the scope of services in this RFP does include some routine, ancillary maintenance activities, it is anticipated that the bulk of maintenance services will be performed pursuant to separate, future agreements with: 1) third party independent contractors, 2) the proposer, or 3) employes of the District, should the District to hire employees in the future. Currently, the District does not employee maintenance personnel.

In order to submit a proposal, each proposer must be authorized to do business in Florida, hold all required state and federal licenses in good standing, and should otherwise meet any applicable requirements set forth by the District.

All proposals should include the following information, among other things described herein:

- A. Completed and executed proposal forms as set forth herein.
- B. At least three references from projects of similar size and scope. The proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- C. A narrative description of the proposer's approach to providing the services for each of the tasks as described in the scope of services provided herein. Proposers must clearly explain proposed staffing levels and provide a suggested organizational chart with defined management and staffing positions. Proposer must clearly quantify individual positions and job responsibilities in its proposal.
- D. Complete pricing showing the total cost of providing the services, broken down as set forth on the following price proposal form. For any subcontractor being proposed, the total amount proposed to be paid by the District for these services shall be segregated between the actual funds being paid to the subcontractor and the mark up being charged by proposer.

Proposers desiring to provide a proposal should submit one (1) original hard copy and one (1) electronic copy of the required proposal no later than ______, 2025 at 5:00 p.m. (EDT), to Kutak Rock LLP, 107 West College Avenue, Tallahassee, Florida 32301, Attention: Michael C. Eckert; Michael.Eckert@kutakrock.com. Proposals shall bear the name of the proposer on the outside of the package for the hard copy and in the header of the email for the electronic copy and shall clearly identify the District. The District may choose not to evaluate any proposal not completed as specified or missing the required documents. By submitting a proposal, proposers acknowledge this is an informal solicitation of proposals for contractual services and there is no right to protest the Board's selection of the ultimate proposal.

The following information sets out the District's expectations of the responsibilities and services to be provided by a Contractor(s), and generally outlines a structure for the services to be provided. If the Proposer desires to propose alternate approaches to operating and maintaining the District's Facilities, it is strongly encouraged to do so. Proposals will also be accepted for District Management, Amenity Management, and Grounds Maintenance Management and any combination thereof.

Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. Proposers are expected to keep their proposed prices firm for at least ninety (90) days following the submission deadline, with the understanding that the final contract terms are subject to negotiation. The District has the right to waive any technical errors, informalities or irregularities in the proposals if it determines in its discretion it is in the best interest of the District to do so. The District's Board of Supervisors (the "Board") shall review and evaluate the proposals in their individual discretion, and make any final determination with respect to the award of a final contract that is in the best interests of the District. The District reserves the right to reject any and all proposals and make modifications to the scope of the work as it deems in the best interests of the District.

Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law.

Any and all questions relative to this project shall be directed in writing by e-mail only to Michael C. Eckert, at Michael.Eckert@kutakrock.com, with an e-mail copy to Kubra Metin, at Kubra.Metin@kutakrock.com.

Harmony Community Development District Kutak Rock LLP, District Counsel

2. <u>GENERAL DESCRIPTION OF THE DISTRICT AND FINANCING</u>

The District was established by Osceola County Board of County Commissioners Ordinance 00-05 in 2000. The lands within the District are mostly developed. The District includes both residential and non-residential land uses. All District Board supervisors are residents of the District and unaffiliated with the developer.

The District issued its Series 2001 Bonds and its Series 2004 Bonds in order to finance the improvements for the first and second phases of the community. The District subsequently issued its Series 2014 Bonds in order to refinance the Series 2001 Bonds and then issued its Series 2015 Bonds in order to refinance the Series 2004 Bonds.

3. GENERAL DESCRIPTION OF FACILITIES TO BE MANAGED

The District consists of approximately 1,023 acres of land located entirely within Osceola County, Florida. The District owns, operates and maintains various common areas, stormwater ponds and infrastructure, lakes and roadways, sidewalks, hardscaping, water, and landscaping and irrigation systems (collectively, including the Amenity Facilities described below the "Facilities"). Specifically, the District's amenity and park Facilities include the following, together with their appurtenant areas, facilities, equipment, and other appurtenances (collectively, the "Amenity Facilities"):

- Swimming Pool Facilities (Swim Club and Ashley Park Pools)
- Harmony Town Square (Town Center Park)
- Lakeshore Park (sport fields, courts and pavilion)
- Community Garden
- Neighborhood Parks
- Docks, Piers and Boats at Buck Lake
- Dog Parks

Currently, Inframark, LLC provides District Management Services, Amenity Management Services and Grounds Maintenance Management Services. The maintenance and management contracts currently in effect are public records and can be obtained by contacting: Joseph Gonzalez at publicrecords@inframark.com. Information regarding the Harmony CDD including but not limited to the budgets can be found on the District's website at www.harmonycdd.org. Additional District information regarding the can be found at the website https://www.historicalharmony.info/; provided however, Proposers are informed that this website is not maintained by the District and therefore the District does not guarantee its accuracy or completeness. Proposers should familiarize themselves with the District's lands and Facilities prior to submitting a proposal.

The ultimate agreement or agreements entered into for the services described herein will provide that the Contractor is not entitled to bill for hours contemplated by the agreement or agreements but not staffed.

4. <u>SCOPE OF DISTRICT MANAGEMENT SERVICES NEEDED</u>

Task 1 - MANAGEMENT

- A. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, continued meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.
- B. Suggest actions, and implement actions approved by the Board, that lead to the efficient management of District meetings and workshops. Examples include increased communication with Supervisors, management of meeting discussions, etc.
- C. Suggest actions, and implement actions approved by the Board, that lead to prudent financial decisions. Examples include estimating future funding needs, suggesting consultants to improve investment returns, and suggesting processes to ensure appropriate maintenance, repair and replacement of capital assets.
- D. Ensure compliance with all statutes affecting the district which include but are not limited to:
 - 1. Certify Special District Update Form, submitted to the Special District Information Program, Department of Economic Opportunity each year.
 - 2. Assign and provide Records Management Liaison Officer for reporting to the Department of Library and Archives.
 - 3. Provide contact person for the State Commission of Ethics for Financial Disclosure coordination.
 - 4. Provide Form 1 Financial Disclosure documents for Board Members.
 - 5. Provide Form 1F Financial Disclosure documents for Resigning Board Members.
 - 6. Monitor and supply Form 3A, Interest in Competitive Bid for Public Business as needed.
 - 7. Monitor and provide Form 8B, Memorandum of Voting Conflict for the Board.
 - 8. Monitor and distribute updates to creation documents.
 - 9. Maintain and file Disclosure of Public Financing and file with Department of Economic Opportunity and each residential developer.

- 10. Provide for a proposed budget for Board approval on or by June 15 of each fiscal year.
- 11. Provide copy of approved proposed budget to the County a minimum of 60 days prior to the public hearing on the budget.
 - a. Provide written notice to owners of public hearing on the budget and its related assessments.
- 12. Provide copy of an annual notice of any changes to the Public Facilities report to the County if changes are made.
- 13. Provide copy of the seven (7) year Public Facilities report update, based on reporting period assigned to the County it is located in.
- 14. File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.
- 15. Provide for submitting the regular meeting schedule of the Board to County.
- 16. Provide District Map and update as provided by the District's Engineer as needed to the Department of Economic Opportunity and the County.
- 17. Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections.
- 18. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year.
- 19. Provide for public records announcement and file document of registered voter data each June.
- 20. Update Board Member names, positions and contact information to the State Commission on Ethics annually.
- 21. Certify and file the Form DR 421, Truth in Millage Document with the Department of Revenue each tax year.
- 22. Properly notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.
 - a. Provide for the appropriate ad templates and language for each of the above.
- 23. Respond to Bond Holders Requests for Information.
- 24. Implement the policies established by the Board in connection with the operations of the District.
- E. Assist in the negotiation of contracts, as directed by the Board of Supervisors.

- F. Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District and provide contract administration services.
- G. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.
- H. Monitor certificates of insurance as needed per contracts.
- I. Answer Project Status Inquiries from Contractors Bonding Companies.
- J. Provide an office location to handle and respond to written, phone or e-mail inquiries from the public.
- K. Communicate with residents and landowners via email, phone and website, ensuring the District's website provides relevant information for residents and supervisors.
- L. Prepare agendas for transmittal to Board of Supervisors and staff seven (7) days prior to Board of Supervisors' Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed.
- M. Provide accurate minutes for all meetings and hearings.
- N. Implement and maintain a document management system to create and save documents, and provide for the archiving of District documents.
 - 1. Certify and file annual report to the Department of State, Library and Archive Division, for storage and disposal of public records.
- O. Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District's adopted public records policy. (Fulfilling routine public records requests shall not result in additional charges to the District. See Task 6 below for Extraordinary Public Records Requests.)
- P. Maintain "Record of Proceedings" for the district within the County which includes meeting minutes, agreements, resolutions and other records required by law.
- Q. Provide, implement and administer a computer-based tracking system for contacts with residents and resident complaints, whether generated by board members or residents, which is accessible by board members at all times. At a minimum, the system shall include the date the resident contact or complaint was brought to the attention of management, the source of the resident contact or complaint and contact information of the resident, the schedule addressing the resident complaint, the date the complaint was completely addressed, and the date the resident or board member was notified of resolution of the complaint.

Task 2 - ACCOUNTING

- A. Financial Statements
 - 1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
 - a) Chart of Accounts
 - b) Vendor and Customer Master File
 - c) Report creation and set-up.
 - 2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
 - a) Cash Investment Account Reconciliations per fund
 - b) Balance Sheet Reconciliations per fund
 - c) Expense Variance Analysis
 - 3. Prepare and file Annual Public Depositor's Report and distribute to State Department of Insurance and Treasury.
 - 4. Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
 - 5. Manage banking relations with the District's Depository and Trustee.
 - 6. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
 - 7. Account for assets constructed by or donated to the District for maintenance.
 - 8. On or before October 1st of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
 - 9. Provide Audit support to auditors for the required Annual Audit, as follows:
 - a) Review statutory and bond indenture requirements
 - b) Prepare Audit Confirmation Letters for independent verification of activities.
 - c) Prepare all supporting accounting reports and documents as requested by the auditors
 - d) Respond to auditor questions
 - e) Review and edit draft report
 - f) Prepare year-end adjusting journal entries as required

- 10. Provide for transmission of the Audit to the County and the Auditor General's Office of the State.
- 11. Provide and file Annual Financial Statements (FS. 218 report) by June 30th of each year.
- B. Budgeting
 - 1. Prepare budget and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.
 - 2. File all required documentation to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction.
 - 3. Prepare and cause to be published notices of all budget hearings and workshops.
 - 4. Prepare all budget amendments on an ongoing basis. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor.
- C. Accounts Payable/Receivable
 - 1. Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.
 - a) Manage Vendor Information per W-9 reports
 - 2. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
 - 3. Maintain checking accounts with qualified public depository including:
 - a) Reconciliation to reported bank statements for all accounts and funds.
 - 4. Prepare year-end 1099 Forms for Vendor payments as applicable.
 - a) File reports with IRS.
- D. Capital Program Administration
 - 1. Maintain proper capital fund and project fund accounting procedures and records.
 - 2. Process Construction requisitions including:
 - a) Vendor Contract completion status

- b) Verify Change Orders for materials
- c) Check for duplicate submittals
- d) Verify allowable expenses per Bond Indenture Agreements such as:
 - (1) Contract Assignment
 - (2) Acquisition Agreement
 - (3) Project Construction and Completion Agreement
- 3. Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.
- 4. Provide Asset Tracking for improvements to be transferred and their value for removal from District's Schedule of Property Ownership that are going to another local government.
- 5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.
- E. Purchasing
 - 1. Assist in selection of vendors as needed for services, goods, supplies, materials. Obtain pricing proposals as needed and in accordance with District rules and state law.
 - 2. Prepare RFPs for Administrative Services as needed, such as audit services, legal services, and engineering services.
 - 3. Prepare and process requisitions for capital expenses, in coordination with District Engineer.
- F. Risk Management
 - 1. Prepare and follow risk management policies and procedures.
 - 2. Recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
 - 3. Process and assist in the investigation of insurance and FEMA claims, in coordination with Counsel of the District.
 - 4. Review insurance policies and coverage amounts of District vendors.
 - 5. Provide for an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.



6. Maintain and monitor Certificates of Insurance for all service and contract vendors.

Task 3 - FINANCIAL AND REVENUE COLLECTION

- A. Administer Prepayment Collection:
 - 1. Provide payoff information and pre-payment amounts as requested by property owners.
 - 2. Monitor, collect and maintain records of prepayment of assessments.
 - 3. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
 - 4. Prepare periodic continuing disclosure reports to investment bankers, bond holder and reporting agencies.
- B. Administer Assessment Roll Process:
 - 1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
 - 2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
 - 3. Verify assessments on platted lots, commercial properties or other assessable lands.
 - 4. Convert final assessment roll to County Property Appraiser or Tax Collector format and remit to County.
 - 5. Execute and issue Certificate of Non-Ad Valorem Assessments to County.
- C. Administer Assessments for Off Tax Roll parcels/lots:
 - 1. Maintain and update current list of owners of property not assessed via the tax roll.
 - 2. Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.
 - 3. Monitor collection of direct invoices and prepare and send delinquent/collection notices as necessary.
- D. True-Up Analysis:
 - 1. Annually compare current and un-platted lots to original development plan to ensure adequate collection of assessment revenue as necessary.
 - 2. Prepare true-up calculations and invoice property owners for true-up payments as necessary.

Task 4 – WEBSITE ADMINISTRATION

Contractor shall, ensure that the District's web sites remain in compliance with all applicable Florida law regarding the content and functionality of such web site and provide for the long-term storage of all web-site content and email in compliance with all applicable Florida law for public entities regarding records retention.

Task 5 – DISSEMINATION AGENT

Contractor shall serve as the District's dissemination agent under applicable Continuing Disclosure Agreements.

Task 6 - "AS NEEDED" SERVICES

- A. Financial Reports
 - 1. Modifications and Certification of Special Assessment Allocation Report;
- B. Bond Issuance Services
 - 1. Special Assessment Allocation Report;
 - a) Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
 - b) Prepare Preliminary Special Assessment Allocation Report and present to District board and staff.
 - c) Present Final Special Assessment Allocation Report to board and staff at noticed public hearing levying special assessments
 - 2. Bond Validation;
 - a) Coordinate the preparation of a Bond Validation Report which states the "Not-to-exceed" par amount of bonds to be issued by the District and present to board as part of the Bond Resolution.
 - b) Provide expert testimony at bond validation hearing in circuit court.
 - 3. Certifications and Closing Documents;
 - a) Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.

- C. Amendment to District boundary;
- D. Grant Applications;
- E. Escrow Agent;
- F. Community Mailings through the U.S. Mail e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.
- G. Extraordinary Public Records Requests Requiring Significant Effort to Fulfill
- H. Litigation Support

Task 7 - SERVICES PROVIDED TO THIRD PARTIES:

- A. Issue estoppel letters as needed for property transfers
 - 1. Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential or commercial property within the District.
 - 2. Issue lien releases for properties which prepay within in the District.
- B. Bond prepayment processing
 - 1. Collect bond pre-payments, both short term and long-term bonds, verify amounts and remit to Trustee with deposit instructions.
 - 2. Maintain collection log showing all parcels that have pre-paid assessments.
 - 3. Prepare, execute and issue release of lien to be recorded in public records.

5. <u>SCOPE OF AMENITY MANAGEMENT SERVICES NEEDED</u>

Task 1 – MANAGEMENT

The District requests all proposals provide for the following management. If Proposers believe a different management and staffing structure would be more beneficial to the District, it should be proposed. For purposes of this request for proposals, the General Manager responsibilities are included within the Scope of Amenity Management Services. However, if a proposer believes these responsibilities are better suited under the scope of District Management Services or Grounds Maintenance Management Services, the proposer shall include this alternative structure in their proposal. Proposers are encouraged to propose management structures whereby the District Manager, Amenity Manager or Grounds Maintenance Manager also serves as the General Manager, provided the Proposer believes such a structure is feasible. The District's ultimate goal is to improve accountability and efficiency by having one individual responsible for overseeing the Amenity Management Services.

- A. <u>General Manager.</u> The General Manager shall:
 - *i.* Manage all maintenance and amenity operations for the District;
 - *ii.* Manage the entire staff provided by the maintenance and amenity contractor(s), ensure mission completion, and oversee workplace operations to maintain and improve effectiveness and efficiency;
 - *iii.* Oversee and ensure continuous and consistent District-related communications for residents (including board meetings, common property issues, etc.);
 - *iv.* Manage and execute the maintenance and recreation budget adopted by the Board and provide monthly updates of all management expenditures;
 - *v*. Ensure Facilities are in good condition for residents at all times;
 - *vi.* Report any major issues or cost overruns promptly to the District Manager or the District Board Chair;
 - *vii.* Ensure all subcontracts and outside vendor maintenance contracts are executed as described (including, but not limited to, janitorial, security, lifeguard, lake maintenance, and landscape maintenance);
 - *viii.* Present professional "to the point" updates at each District board meeting to include expenditures, key issues, suggestions for improvements, etc.;
 - *ix.* Monitor and enforce the District's written rules and policies, including its Rules and Policies (2019), as it is updated from time-to-time (the "Amenity"



Rules"), as well as ensuring all personnel are familiar with the Amenity Rules;

- *x.* Document all complaints, injuries, and maintenance issues in a specified logbook and report all issues to the District Manager and/or District Counsel, as needed;
- *xi.* Interact with residents and guests on a day-to-day basis;
- *xii.* Train all staff to treat residents and guests with respect and to provide the best possible customer service to residents and guests to ensure a safe and comfortable environment;
- *xiii.* Have expansive knowledge of Microsoft Outlook, Word, Excel, Power Point; and
- *xiv.* Have at least 5 years of management experience in a similar environment or community atmosphere.
- *xv.* Provide, implement and administer a computer-based tracking system for maintenance tasks, whether generated by management, board members or residents, which is accessible by board members at all times. At a minimum, the system shall include the date the maintenance item was requested or brought to the attention of management, the source of the maintenance concern and contact information if a resident, the schedule for completion of the maintenance task, the date the maintenance task was completed, and the date the resident or board member was notified of completion of the maintenance task (if requested by a resident or board member).
- **B.** <u>Amenities Management.</u> The Amenities Management personnel shall work under and at the direction of the General Manager and shall be responsible for the following:
 - *i.* Manage and operate the Amenities Facilities to provide a high-quality experience for patrons with a hospitality focus; consistently and effectively creates a flexible and interactive lifestyle for Amenities Facilities patrons;
 - *ii.* Manage and hire personable, articulate, well-groomed and highly motivated individuals as needed for tasks outlined herein and select events throughout the year;
 - *iii.* Provide seamless day-to-day Amenities Facilities operation creating a comfortable and safe environment;
 - *iv.* Daily general inspection of the Amenities Facility at both (i) the beginning of each day, which shall include but not be limited to, picking up loose trash, inspecting for property damage, arranging furniture, ensuring that

door locks and/or gate latches are secure and functional, ensuring that any equipment is clean, functional, and free from safety hazards; and (ii) at the end of each day, which shall include but not be limited to, ensure all doors and windows are secure, and the card access system is engaged, and ensure that the gate latches are secure at the pools, and other facilities;

- *v*. In the event of forecasted inclement weather, secure outdoor furniture and take other appropriate steps to help prevent loss and damage;
- *vi.* Oversee and develop boating activities at Buck Lake Dock and Boathouse, and be responsible for reservations and maintenance of equipment;
- *vii.* Maintain an inventory of, and order and stock, when necessary, supplies and equipment for the operation of the Amenities;
- *viii.* Recommend and implement (where applicable) on an ongoing basis, capital equipment replacements, additions, and operational improvements;
- *ix.* Establish and maintain tracking and reporting procedures for use of the Amenities Facilities use, including daily and monthly use, and trends in use.
- *x.* Provide monthly written reports summarizing operations, programming, and participation levels, and describing any other areas or items of interest pertinent to the Amenities;
- *xi.* Prepare an estimated annual operating budget by April 15 and a final estimated annual budget by August 1, including both anticipated revenues and expenses, for the District;
- *xii.* Field resident questions and concerns regarding the amenity facilities and program;
- *xiii.* Respond to and document any incident or accident reports that occur at the Amenity Facilities, and forward them appropriately;
- *xiv.* Administer the card access program for residents, guests and others using the District's Amenity Facilities, including checking patron access cards, ensuring new patrons execute applicable forms, and monitoring the District's guest and visitor policies all in accordance with the District Amenity Rules;
- *xv.* Provide orientations for new patrons using the Amenities Facilities, including any Amenities equipment;
- *xvi.* Administer temporary suspensions of privileges to use the amenity facilities in accordance with the District's Amenities Rules.
- *xvii.* Attend all meetings of the Board and be prepared to provide a report regarding the general management of the Amenities;

- *xviii.* Recommend, and prepare if requested, up-to-date rules and policies for the Amenities, and make suggestions for new or revised rules for the Amenities when appropriate;
- *xix.* Develop and implement, in consultation with, and to the satisfaction of, the District, an emergency action plan setting forth a policy for the Amenities designed to protect staff and authorized patrons from serious injury, property loss, or loss of life, in the event of an actual or potential major disaster;
- *xx.* Maintain up-to-date information on the community website.

Task 2 – SWIM AMENITIES SERVICES

Contractor shall oversee the management of the District's swimming amenities (e.g., the swimming pools, splash pad etc.) (together, "Swim Amenities"), including the following:

- *i.* Contractor shall be responsible for Swim Amenities are maintained to be safely used by patrons.
- *ii.* Responding to first aid situations, enforcing the Amenities Rules, performing light pool area cleaning, managing pool staff, if any, and handling phone calls.
- *iii.* Managing staff, if any, for Swim Amenities, in order to:
 - a. deliver the services associated with the Swim Amenities at a level consistent with the District's annual budget; and
 - b. ensure that the District's operation and maintenance of the Swim Amenities are in compliance with all requirements of applicable law, including but not limited to Florida's Public Pool Code, Chapter 64E of the Florida Administrative Code, as well as any County-approved safety plan(s).
- *iv.* To the extent required by law and requested by the District, the Contractor shall employ lifeguards who have the current requisite certificate from the American Red Cross (or an acceptable alternative from another provider), undergo periodic inservice training and otherwise meet any other legal requirements, and maintain documentation of such certification and training.
- v. Contractor shall promptly investigate and provide a full written report as to all accidents or claims for damage relating to the Swim Amenities, including any injuries or damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company or the District in connection therewith.
- *vi.* Contractor's personnel shall be familiar with all District written rules and policies.

Task 3 – JANITORIAL SERVICES

- A. Contractor shall perform the following duties in order to maintain the cleanliness of the Facilities' indoor space and bathroom areas:
 - *i.* Maintain the general appearance of all indoor spaces by vacuuming, dusting, furniture positioning, cleaning all tiled areas and cleaning windows and bathrooms.
 - *ii.* Window cleaning includes window ledges and blinds.
 - *iii.* Bathroom cleaning includes but is not limited to all toilets, bases behind toilets, counters, mirrors and shower stalls. Soap dispensers shall be cleaned and filled when necessary. Paper product dispensers shall be restocked as needed (costs of paper products and soap shall be included in the flat annual fee proposal.)
 - *iv.* Dusting includes window ledges and blinds, furniture, baseboards, countertops and lights.
 - v. Cleaning of tiled areas includes dust mopping, damp mopping and baseboards.
 - *vi.* Storage closets shall be kept in an orderly condition. Equipment and cleaning supplies shall be properly labeled and stored.
 - *vii.* District shall furnish the necessary cleaning equipment and supplies for the provision of the janitorial services described herein. Should extraordinary cleaning services be required (as agreed to in writing by the District Board or District Manager), such special janitorial services and/or equipment/supplies shall be billable to the District.

Task 4 – POOL MANAGEMENT SERVICES

- A. The Contractor shall provide the following duties in order to maintain the District's swimming pools:
 - *i.* Check pool water quality and complete equivalent to DH Form 921 3/98 Swimming Pool Report, as required by Chapter 64E-9.004(13), FAC, per site visit.
 - *ii.* Conduct necessary tests for proper pool chemicals as required in order to maintain water quality levels within requirements of Chapter 64E-9.004(1)(d).
 - *iii.* Operate filtration and recirculation systems, backwashing as needed. Clean all strainers. Maintain pool at proper water level, and maintain filtration rates. Check valves for leaks, as well as other components, and maintain in proper condition.
 - *iv.* Manually skim, brush and vacuum pools a minimum of three (3) days per week, or as needed.
 - v. Advise the District of any necessary repairs, cleaning, or replacement items required due to "normal wear & tear," "acts of God," or vandalism. Such repairs shall be billed separately, upon approval of the District Board or District Manager.
- B. All chemicals required for cleaning the pools, including, but limited to, special treatment of stains, metals sequestering, foam removal, oil removal, phosphate and nitrate removal, mustard and black algae treatment, and super chlorination, shall be used as needed and billed <u>separately</u>. Additional service and/or chemicals required due to natural disasters or gale-force winds (or stronger) shall be billed separately as well. The District shall purchase directly, all pool chemicals necessary to comply with the above.
- C. These services include providing a dedicated commercial-duty pool vacuum kept on site to provide improved response by on-site staff in the event of emergencies, at no additional cost to the District.
- D. The Contractor shall conduct visual inspections daily of all pool equipment, devices, splash pad, restrooms, and lighting.

6. <u>SCOPE OF GROUNDS MAINTENANCE MANAGEMENT SERVICES</u> <u>NEEDED</u>

The Grounds Maintenance Management personnel shall work under and at the direction of the General Manager and shall be responsible for the following:

- *i.* Developing, executing, updating and publishing the Harmony CDD Landscaping Standards each year;
- ii. Responsible for day-to-day operations, managing vendor contracts relating to the Facilities, development and execution of standard operation policies and procedures;
- *iii.* Ensuring a presentable overall appearance of the Facilities;
- *iv.* Negotiate purchasing and potential bidding of contracted services, process and manage work orders, as needed, and review all invoices.
- *v*. Ensuring that outside vendors meet all contract terms and conditions as outlined, provide quality services, and evaluate their performance;
- *vi.* Supervise any staff hired by Contractor necessary to perform the Maintenance Management duties contained herein;
- *vii.* Oversee the District's landscape maintenance contractor and arborist, including approving contractor monthly and weekly plans, validating work performed meets contract requirements, approving invoices from the vendors after determining that the goods or services were received in good condition, and confirming all landscaping meets District Landscape Standards including ensuring trees remain healthy and pruned/trimmed, dead trees are replaced quickly, all shrubs and flowers are kept healthy and replaced as needed, all sod remains healthy and is replaced quickly when needed, all mulched areas are kept clean of debris and trash and irrigation systems are fully functional;
- *viii.* Oversee the District's aquatic plant maintenance contractor, including approving any invoices from the vendors after determining that the goods or services were received in good condition and consistently monitor all community ponds for algae and seepage/bank issues;
- *ix.* Oversee the District's contractors performing emergency repairs and other services, including approving any invoices from the vendors after determining that the goods or services were received in good condition and coordinate emergency repairs (e.g., broken sprinkler heads, broken or lifted sidewalks, etc.);
- *x.* Report major repairs to District property and Facilities (outside of landscape contract) in a timely manner and coordinate such repairs upon approval by the General Manager;

- *xi.* Report professionally at each District Board meeting with monthly management report and with status of all repairs completed, and provide suggestions of key items needed to enhance the community;
- *xii.* Maintain all Facilities, including both parks, common areas, etc.; complete minor repairs to the Amenity Facilities for plumbing, electrical, interior and exterior painting, fence paint touch-up, clean gutters, entrance/exit gates, etc.;
- *xiii.* Responsible for daily repairs to and upkeep of all District common areas, including trash pick-up around the community;
- *xiv.* Repair equipment as able and promptly report the need for any repairs not able to be performed; monitor condition of all doors, adjoining fencing and gates, and resolve any problems, either through repairs or adjustments, or securing services of door/gate contractor; touch-up painting as needed; control cobwebs and prevent other debris from accumulating on exterior walls; and replace interior lights and air conditioner filters as needed. (Contractor shall be reimbursed by the District for the purchase of replacement light bulbs and air conditioning filters upon presentation of support for such reimbursement to the District's satisfaction);
- *xv.* Maintain and manage preventative maintenance records, inventories, purchases, warranties, regular maintenance and inspections for the Facilities, as needed including fire inspections, pest control, mechanical systems, security alarms;
- *xvi.* Oversee maintenance and operation of the security systems and structures installed at the Facilities, and respond to calls and other items from the security provider;
- *xvii.* Survey all community light structures weekly and replace as needed or call utility provider for replacement of major community lights;
- *xviii.* Monitor all roads for potholes or drainage issues, sidewalks, curbs, street signs, monuments, and informational signs, and report to the appropriate groups for repair;
- *xix.* Pressure wash all pool decks, monuments, hardscape, curbs, sidewalks, sports courts at least twice per year, or more often if needed;
- *xx.* Empty waste receptacles and pick up debris around all entrances, swimming pool decks, parks, playgrounds, and sports courts.
- *xxi.* Maintain swimming pool decks by blowing off entire pool deck and splash pad, and arranging furniture, adjusting umbrellas, and cleaning grills (if provided).
- *xxii.* Oversee and maintain community parks, dock, and watercraft operations by managing reservations, checking condition of deck, storage bins, etc., and training residents for proper operation of the District watercraft;
- *xxiii*. Clean all outdoor furniture;
- *xxiv.* Maintain and assess playground equipment for safety issues on a regular basis;

- *xxv.* Assess and advise the District of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to "normal wear and tear," "acts of God," or vandalism, and secure cost estimates for same;
- *xxvi*. Have at least 10 years of experience maintaining a similar community, apartment or housing complex, or similar type facility; and
- *xxvii.* A prior contracting license and contracting and landscape maintenance experience is preferred.

7. WHAT IS NOT INCLUDED IN THE RFP

- Performance of Primary Landscape Maintenance Services 1.
- 2. Performance of Primary Aquatic Plant Maintenance Services
- Performance of Primary Security Services 3.
- Engineering Services Legal Services 4.
- 5.
- Auditing Services 6.



8. PROPOSAL FORMS

<u>8.A.</u> <u>AFFIDAVIT OF ACKNOWLEDGMENTS</u>

STATE OF	
COUNTY OF	

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of ______ for _____ ("Proposer"), and am authorized to make this Affidavit of Acknowledgments on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Harmony Community Development District proposal for district management, amenity center management and grounds maintenance management. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information ninety (90) days from the opening of the proposals.

5. The Proposer acknowledges the receipt of the complete Request for Proposals as provided by the District and as described in the Table of Contents, as well as the receipt of the following Addendum Numbers: ______.

6. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the Harmony Community Development District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

[Signature page to follow]

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit of Acknowledgments and that the foregoing is true and correct.

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<u>8.B.</u>

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

- 1. This sworn statement is submitted to Harmony Community Development District.
- 2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of ______ for _____ for _____ ("Proposer") and am authorized to make this Sworn Statement on behalf of Proposer.
- 3. Proposer's business address is _____
- 4. Proposer's Federal Employer Identification Number (FEIN) is _____

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: ______.)

- 5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or,

- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The

final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated	l this	day of	f		, 202	5.
				Proposer: By: Title:		
STATE OF			_			
COUNTY C)F		-			
The		instrument , 2025, by	was	acknowledgedof		e this day of, who is personally
known to me or did not []	-				a	s identification, and did []
				Notary Public, S	State of Florid	a
				Commission No).:	
				My Commission	n Expires:	



<u>8.C.</u> GENERAL PROPOSER INFORMATION

• Proposer General Information:

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Proposer Name			
Street Address			
P. O. Box (if any)			
City	State		Zip Code
Telephone		_Fax no	
1st Contact Name			Title
2nd Contact Name			Title
Parent Company Name (
P. O. Box (if any)			
City			Zip Code
Telephone		_Fax no	
1st Contact Name			Title
2nd Contact Name			Title
Company Standing:			
Proposer's Corporate For (e.g., individual, o			bility company, etc.)
In what State was the Pro	poser organized? _		Date
Is the Proposer in good s	tanding with that St	ate? Yes N	lo

	If no, please explai	in
		with the State of Florida, Division of Corporations and in Florida? Yes No in
Ge Au We	<i>hat are the Proposer's c</i> eneral Liability atomobile Liability orkers Compensation spiration Date	<pre>current insurance limits? \$\$\$\$\$\$</pre>
	<i>censure</i> – Please list al enses are presently in go	I applicable state and federal licenses, and state whether su ood standing:



<u>8.D.</u> PERSONNEL

• List the location of the Proposer's office, which would perform work for the District.

Street Address				
P. O. Box (if any)				
City	State	2	Zip Code	_
Telephone		_Fax no		
1st Contact Name			Title	
2nd Contact Name			Title	

- Officers and Supervisory Personnel Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any Supervisory Personnel listed.
- Subcontractors Does the Proposer intend to use any subcontractors in connection with the work? Yes _____ No ____ For each subcontractor, please provide the following information (attach additional sheets if necessary):

Subcontractor Name				
Street Address				
P. O. Box (if any)				
City	State		_Zip Code	
Telephone		Fax no		
1st Contact Name			Title	
2nd Contact Name			Title	
Proposed Duties / Responsibilities:				
Please describe the subco	ntractor's role in	other projects of	n behalf of the Proposer:	
Project Name/Location:				

Contact:	Contact Phone	e:	
Project Type/Description	n:		
Dollar Amount of Cont	ract:		
Proposer's Scope of Ser	vices for Project:		
	-		
Dates Serviced:			

• Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:



OFFICERS

DATE:_____

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			



PROPOSER:_____

DATE:_____

j	-					
INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT	YEARS OF EXPERIENCE IN PRESENT	TOTAL YEARS OF RELATED EXPERIENCE
NAME	IIILE			THIS FROJECT	POSITION	EAFERIENCE

• Has the Proposer performed work for a community development district or master planned residential community in excess of 500 acres previously? Yes ____ No ____ If yes, please provide the following information for each project (attach additional sheets if necessary; if there are more than five districts or communities that are responsive, please provide the information requested for the five most similar to the Harmony CDD):

Project Name/Location:	
Contact:	Contact Phone:
Project Type/Description:	
Dollar Amount of Contract:	
Scope of Services for Project:	
1 5	
Dates Serviced:	

• List the Proposer's total annual dollar value of district management completed for each of the last two (2) years starting with the latest year and ending with the most current year:

2024 =	
2023 =	

• List the Proposer's total annual dollar value of amenity center management completed for each of the last two (2) years starting with the latest year and ending with the most current year:

2024 =			
2023 =			

• List the Proposer's total annual dollar value of grounds maintenance management completed for each of the last two (2) years starting with the latest year and ending with the most current year:

<u>2024 =</u> <u>2023 =</u>

• Please provide the following information for each project that is similar to this project, and that you are currently undertaking, or have undertaken, in the past five years. (attach additional sheets if necessary; if there are more than five projects that are responsive, please provide the information requested for the five most similar to the Harmony CDD):

Project Name/Location:
Contact: Contact Phone:
Project Type/Description:
Dollar Amount of Contract:
Your Company's Scope of Services for Project:
List of subcontractors used:
Is this a current contract? Yes No
Duration of contract:

• Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any district management, amenity management and/or grounds maintenance management contract within the past 3 years? Yes ______ No _____ For each such termination, please provide the following information (attach additional sheets as needed):

Project Name/Location:	
Contact:	Contact Phone:
Project Type/Description:	
Dollar Amount of Contract:	
Scope of Services for Project	
Dates Serviced:	
Reason for Termination:	



• *Has the Proposer been cited by OSHA for any job site or company office safety violations in the past five years? Yes ____ No ____*

If yes, please describe each violation, fine, and resolution

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ____ No ____

If yes, please describe each incident

Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts? Yes _____ No ____ If yes, please provide:

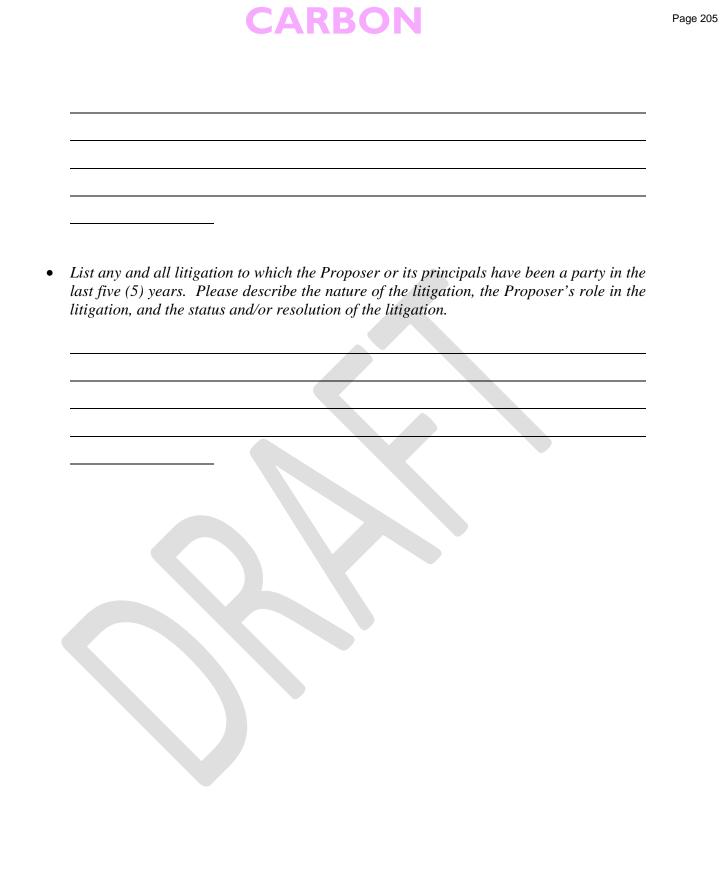
The names of the entities _____

The state(s) where barred or suspended ______

The period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

• List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.



8.F. SUPPLEMENTAL QUESTIONS FOR DISTRICT MANAGEMENT SERVICES

- 1. Referencing a specific community(s), what Best Practices are now being implemented due to the suggestion of your company?
- 2. Referencing a specific community(s), what changes have you suggested to Boards to improve the efficiency of their meetings?
- 3. Referencing a specific community(s), how have you guided Boards on how to address speeding and parking challenges?
- 4. In terms of size and complexity, please identify the community with needs most similar to Harmony to which you are currently providing district management services.
- 5. Please provide appropriate contact information for every community referenced in your answers.

8.G SUPPLEMENTAL QUESTONS FOR AMENITY MANAGEMENT SERVICES

- 1. Referencing a specific community(s), what Best Practices are now being implemented due to the suggestion of your company?
- 2. In terms of size and complexity, please identify the community with needs most similar to Harmony to which you are currently providing amenity management services.
- 3. Please provide appropriate contact information for every community referenced in your answers.
- 4. How many personnel would you be providing to perform the scope of services for Amenity Management Services? For each such individual, what would be the weekly number of hours devoted to the Harmony CDD?

<u>8.H.</u> SUPPLEMENTAL QUESTONS FOR GROUNDS MAINTENANCE MANAGEMENT SERVICES

- 1. Referencing a specific community(s), what Best Practices are now being implemented due to the suggestion of your company?
- 2. Referencing a specific community(s), how have you suggested the Board address the ongoing maintenance and replacement of community assets?
- 3. How many onsite personnel would you suggest being utilized at Harmony for grounds maintenance activities not already being performed by outside vendors?
 - What types of projects would be handled by such personnel and which projects would be handled by outside vendors?
 - What skill sets and prior experiences would you seek in personnel to achieve the staffing support described in the prior question?
- 4. In terms of size and complexity, please identify the community with needs most similar to Harmony to which you are currently providing grounds maintenance management services.
- 5. Please provide appropriate contact information for every community referenced in your answers.
- 6. How many personnel would you be providing to perform the scope of services for Grounds Maintenance Management Services? For each such individual, what would be the weekly number of hours devoted to the Harmony CDD?

<u>8.1.</u> PRICING – DISTRICT MANAGEMENT SERVICES

IF THE PROPOSER IS SUBMITTING A PROPOSAL FOR DISTRICT MANAGEMENT SERVICES, PLEASE COMPLETE THE FOLLOWING.

Proposed Fee

- Task 1 Management
 - Year 1 \$_____
 - Year 2 \$_____
 - Year 3 \$_____
- Task 2 Accounting
 - o Year 1 \$_____
 - Year 2 \$___
 - Year 3 \$_
- Task 3 Financial and Revenue Collection
 - Year 1 \$_____
 - Year 2 \$_____
 - Year 3 \$____
- Task 4 Website Administration
 - Year 1 \$_____
 - Year 2 \$_____
 - Year 3 \$_____
- Task 5 Dissemination Agent
 - o Year 1 \$_____
 - Year 2 \$____
 - Year 3 \$_____
- Task 6 "As Needed" Services
 - To Be Negotiated
- Task 7 Services Provided to Third Parties
 - o To Be Negotiated

<u>8.J.</u> <u>PRICING – AMENITY MANAGEMENT SERVICES</u>

IF THE PROPOSER IS SUBMITTING A PROPOSAL FOR AMENITY MANAGEMENT SERVICES, PLEASE COMPLETE THE FOLLOWING.

Proposed Fee

_	Task 1 – Management	
	A. General Manager	
	• Year 1 - \$	
	• Year 2 - \$	
	• Year 3 - \$	
	B. Amenities Management	
	• Year 1 - \$	
	• Year 2 - \$	
	• Year 3 - \$	
	σ real 5 φ	
-	Task 2 - Swim Amenities Services	
	• Year 1 - \$	
	• Year 2 - \$	
	• Year 3 - \$	
	If a subcontractor is proposed, please indicate:	
	- Amount to be Paid to Subcontractor	\$
	- Mark up retained by Proposer	\$
-	Task 3 - Janitorial Services	
	• Year 1 - \$	
	 Year 2 - \$	
	• Year 3 - \$	
	If a subcontractor is proposed, please indicate:	
	- Amount to be Paid to Subcontractor	\$
	- Mark up retained by Proposer	\$
-	Task 4 - Pool Maintenance Services	
	• Year 1 - \$	
	• Year 2 - \$	
	• Year 3 - \$	
	If a subcontractor is proposed, please indicate:	
	- Amount to be Paid to Subcontractor	\$
	- Mark up retained by Proposer	\$

<u>8.K.</u> <u>PRICING – GROUNDS MAINTENANCE MANAGEMENT SERVICES</u>

IF THE PROPOSER IS SUBMITTING A PROPOSAL FOR GROUNDS MAINTENANCE MANAGEMENT SERVICES, PLEASE COMPLETE THE FOLLOWING.

Proposed Fee

- Grounds Maintenance Management
 - Year 1 \$_____
 - Year 2 \$_____
 - Year 3 \$_____

<u>8.L.</u> <u>ACKNOWLEDGEMENT</u>

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Proposal Forms and all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this day of		, 2025.		2025.	
Prop	ooser:				
1			By:		
			Title:		
STATE OF	<u> </u>				
COUNTY	OF				
		instrument was, 2025, by	of		me this day of, who is personally
known to me	e or who has j] take the oath	produced			as identification, and did []
			Notary Public, State of Florida		
			Print Name:		
			My Commission	n Expires:	·
				•	



HARMONY COMMUNITY DEVELOPMENT DISTRICT OSCEOLA COUNTY, FLORIDA

> PROJECT MANUAL FOR REQUEST FOR PROPOSALS

FOR

FIELD MANAGEMENT AND MAINTENANCE SERVICES

____, 2025



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1. ADVERTISEMENT

REQUEST FOR PROPOSALS FIELD MANAGEMENT AND MAINTENANCE SERVICES FOR: HARMONY COMMUNITY DEVELOPMENT DISTRICT AND NOTICE OF SPECIAL MEETING TO OPEN PROPOSALS Osceola County, Florida

Notice is hereby given that the **Harmony Community Development District** (the "District") will accept proposals from qualified firms interested in providing field management and maintenance services, all as more specifically set forth in the Project Manual.

The Project Manual, will be available for public inspection and may be obtained beginning ______, 2025, 2025, at 10:00 am (EST), from Kubra Metin, by email at kubra.metin@kutakock.com.

Firms desiring to provide services for this project must submit one (1) original and five (5) hard copies of the proposal forms and one (1) electronic version on a thumb drive, along with other requested attachments, by no later than **10:00 am. (EST), on ______, 2025,** to the Harmony Community Development District, c/o Kutak Rock, LLP, 107 West College Avenue, Tallahassee, Florida 32301, Attn: Kubra Metin. Proposals shall be submitted in an opaque sealed package, shall bear the name of the proposer on the outside of the package and shall clearly identify the project. Proposals will be publicly opened at the time and date stipulated below; those received after the time and date stipulated below will not be considered. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Ranking of proposals will be made on the basis of qualifications and price according to the Evaluation Criteria contained within the Project Manual. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest to do so. Any and all questions relative to this project shall be directed in writing only to in writing by e-mail only to Michael C. Eckert, at Michael.Eckert@kutakrock.com, with an e-mail copy to Kubra Metin, at Kubra.Metin@kutakrock.com.

All proposals will be publicly opened at a meeting of the District to be held at ____:00 _____. Proposals will be publicly opened at that time and place, with Proposer names and total pricing announced at that time, provided that Proposals may be maintained on a confidential basis to the extent permitted by Florida law. A copy of the agenda for the meeting can be obtained from the District Office at c/o Inframark, 313 Campus Street, Celebration, Florida 34747 or by phone at (407)566-1935.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or staff member can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (407)566-1935 at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Harmony Community Development District



2. INSTRUCTIONS TO PROPOSERS AND GENERAL INFORMATION

SECTION 1.DUE DATE.Sealed proposals must be received no later than2025,:00 am, (EST), at the office of Kutak Rock, LLP, 107 West CollegeAvenue, Tallahassee, Florida 32301, Attn: Kubra Metin. Proposals will be publicly opened at ameeting to be held aton July.m.

SECTION 2. SIGNATURE ON PROPOSAL. In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Acknowledgment of Receipt of Documents and Proposal Signature Form attached hereto. If an individual makes the proposal, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his or her authority to do so.

SECTION 3. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 4. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

SECTION 5. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 6. INTERPRETATIONS AND ADDENDA; CONE OF SILENCE. All questions about the meaning or intent of the Project Manual are to be directed only by e-mail to Michael C. Eckert, at Michael.Eckert@kutakrock.com, with an e-mail copy to Kubra Metin, at Kubra.Metin@kutakrock.com. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda by email or otherwise delivered to all parties recorded as having received the Project Manual. Questions received less than seven (7) days prior to the date of opening of proposals may not be answered. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers

will be distributed to all Proposers. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries. Proposers shall not communicate with any or all of the Board of Supervisors after this Request for Proposals has been advertised and until such time as the Board of Supervisors has ranked the proposals, except that such communications may occur at any pre-proposal public meetings and oral presentations at public Board meetings or Board workshops.

SECTION 7. SUBMISSION OF PROPOSAL. Submit one (1) original and five (5) hard copies of the proposal forms and one (1) electronic version on a thumb drive, along with other requested attachments, at the time and place indicated above, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Harmony Community Development District – Field Management and Maintenance) ENCLOSED" on the face of it.

SECTION 8. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 9. PROJECT MANUAL. The Project Manual will be available electronically beginning July _____, 2025 at 10:00 am. (EST), from Kubra Metin, Kutak Rock, LLP, by email at <u>kubra.metin@kutakrock.com</u>.

SECTION 10. INSPECTION. Proposers are encouraged to make on-site visits to the area for which services are required in order to gain an understanding of the scope of the area to be served. The Proposer is assumed to be familiar with the area and any features that will in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility.

SECTION 11. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Acknowledgement of Receipt of Documents and Proposal Signature Form). In making its proposal, each Proposer represents that it has read and understands the Project Manual and that the proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents.

SECTION 12. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, request clarifications and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 13. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, or within such approved extended time as the District may grant, the Proposer shall enter into and execute an agreement for the services which substantially incorporates the scope of services included in the Project Manual.

SECTION 14. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance detailing the company's insurance coverage. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its supervisors, staff, agents and consultants as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

SECTION 15. INDEMNIFICATION. The agreement with the successful Proposer shall require the Contractor to fully indemnify, defend and hold harmless the District from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence, willful misconduct or breach of contract.

SECTION 16. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.

SECTION 17. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the Project Manual:

- A. A narrative description of the Proposer's approach to providing the services as described in the Detailed Specifications provided herein.
- B. Completed price proposal (form attached).
- C. List position or title and corporate responsibilities of key management or supervisory personnel. For each person listed include a resume, list years of experience in current position, and list years of related experience.
- D. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the Project Manager level.
- E. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.

- F. A copy of its insurance certificate indicating the types of coverage and limits for general and automobile liability insurance, and worker's compensation insurance, including employer liability.
- G. Completed copies of all other forms included within the Project Manual.

SECTION 18. PROTESTS. Any protest regarding the Project Manual, including but not limited to, the evaluation criteria and process, specifications or other requirements contained in the Project Manual, must be filed in writing at the Kutak Rock, LLP, 107 West College Avenue, Tallahassee, Florida 32301, Attn: Kubra Metin, within 72 calendar hours (excluding Saturdays, Sundays and state holidays) after the first advertisement of the Request for Proposals, together with a protest bond in a form acceptable to the District and in the amount of \$25,000.00. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest, failure to timely file a formal written protest, or failure to timely post a protest bond, shall constitute a waiver of any right to object or protest with respect to any matter relating to the Project Manual.

Any protest regarding the District's ranking of proposals or its intended award of the contract, must be filed in writing at the Kutak Rock, LLP, 107 West College Avenue, Tallahassee, Florida 32301, Attn: Kubra Metin, within 72 calendar hours (excluding Saturdays, Sundays and state holidays) after distribution of notice of the District's ranking of proposals or its intended award of the contract, together with a protest bond in a form acceptable to the District and in the amount of \$50,000.00. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest, failure to timely file a formal written protest, or failure to timely post a protest bond, shall constitute a waiver of any right to object or protest with respect to any matter relating to the District's ranking of proposals or its intended award of the contract.

All protest bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the proposer afforded no relief. In the event a protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor. REGARDLESS OF WHETHER A PROTEST OF ANY KIND IS FILED, AND IN ORDER TO AVOID AN IMMEDIATE DANGER TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY, AND/OR ADVERSE FINANCIAL CONSEQUENCES TO THE DISTRICT AND THE DISTRICT'S PROJECT, THE PROPOSER AGREES THAT THE DISTRICT MAY PROCEED WITH THE PROJECT PURSUANT TO A CONTRACT WITH THE PROPOSER SELECTED BY THE DISTRICT.

SECTION 19. EVALUATION OF PROPOSALS. The proposals shall be ranked based on District's evaluation of the responsive and responsible Proposer that is most advantageous to the District. The criteria to be used in the evaluation are presented in the Evaluation Criteria sheet, contained within this Project Manual.

SECTION 20. RESPONSIBLE VENDOR DETERMINATION. Proposer is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

SECTION 21. PUBLIC RECORDS. The District is a governmental entity, and, accordingly, the Proposals will be publicly opened as stated above. Additionally, it is likely that the Proposals are or will become public record at some point in the procurement process. That said, Florida law does recognize certain exceptions from the public records laws. For example, financial statements submitted as part of a response to a proposal for a public works project may be exempt from disclosure. See s. 119.071(c), Fla. Stat. In the event that the Proposer believes that any particular portion of the Proposer's Proposal is exempt from disclosure, the Proposer shall mark the exempt pages as "CONFIDENTIAL - EXEMPT FROM DISCLOSURE." In the event that the District receives a public records request relating to such records, the District will notify the Proposer. In the event that the District reasonably and in good faith believes that the Proposer's information is not confidential or exempt under Florida law, the District may provide the information in response to the request and will not be responsible for any liability, claims, damages or losses arising from such disclosure. In the event that a claim of any kind is filed challenging the confidentiality of the Proposer's information, the District may require the Proposer to indemnify, defend and hold harmless the Indemnitees from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, relating to the claim.

SECTION 22. MANDATORY AND PERMISSIVE REQUIREMENTS. The only mandatory requirements contained within the Project Manual are that: (i) an interested firm must hold all required local, state and federal licenses in good standing, and (ii) be authorized to do business in Osceola County and the State of Florida. All of the requirements or provisions set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead may be taken into account in the evaluation and scoring of the Proposal.

SECTION 23. PROPOSAL ALTERNATES. It is anticipated that the bulk of maintenance services described in this RFP will be performed initially by the Proposer's employees but may in the future be performed under future agreements with: 1) third-party independent contractors, or 2) employees of the District, should the District choose to hire employees in the future. Currently, the District does not directly employ any maintenance personnel. The management fees proposed in a proposal shall include options for all three scenarios outlined above.



4914-3099-2209.3

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3. EVALUATION CRITERIA

CARBON

1. <u>Personnel</u>

(E.g., geographic locations of the firm's headquarters or office in relation to the project; adequacy and capabilities of key personnel, including the manager and staff; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.)

2. <u>Experience</u>

(E.g., past record and experience of the respondent in similar projects; volume of work, area of coverage, previously awarded to the firm; past performance for other community development districts in other contracts; character, integrity, and reputation of respondent, etc.)

3. Understanding of Scope of Work

Does the proposal demonstrate an understanding of the District's needs for the services requested?

4. Price

Points available for price will be allocated as follows:

50 points will be awarded to the Proposer submitting the lowest total bid for completing the work. All other proposals will receive a percentage of this amount based upon the difference between that Proposer's bid and the low bid. For example, if the lowest cost proposal is \$100 and the second lowest cost proposal is \$125, the Board will divide \$100 by \$125, and then multiply by 50 to achieve a score of 40 points for the second lowest cost proposal.

Only the cumulative three years of costs for *Task 1.A. – Management with Proposer Employees* and *Task 2.A. – Maintenance Staffing* will be used in determining the points awarded for Price.

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(15 points)

(30 points)

(5 points)

(50 total points)

4. GENERAL DESCRIPTION OF THE DISTRICT

The District was established by Osceola County Board of County Commissioners Ordinance 00-05 in 2000. The lands within the District are mostly developed. The District includes both residential and non-residential land uses. All District Board supervisors are residents of the District and unaffiliated with the developer.

5. GENERAL DESCRIPTION OF FACILITIES TO BE MANAGED

The District consists of approximately 1,023 acres of land located entirely within Osceola County, Florida. The District owns, operates and maintains various common areas, stormwater ponds and infrastructure, lakes and roadways, sidewalks, hardscaping, water, and landscaping and irrigation systems (collectively, including the Amenity Facilities described below the "Facilities"). Specifically, the District's amenity and park Facilities include the following, together with their appurtenant areas, facilities, equipment, and other appurtenances (collectively, the "Amenity Facilities"):

- Swimming Pool Facilities (Swim Club and Ashley Park Pools; Splash pad)
- Harmony Town Square (Town Center Park)
- Lakeshore Park (sport fields, courts and pavilion)
- Community Garden
- Neighborhood Parks
- Docks, Piers and Boats at Buck Lake
- Dog Parks

Currently, Inframark, LLC provides District Management Services, Amenity Management Services and Field Management and Maintenance Services. The management and maintenance contracts currently in effect are public records and can be obtained by contacting: Jennifer Goldyn at publicrecords@inframark.com. Information regarding the Harmony CDD including but not limited to the budgets can be found on the District's website at www.harmonycdd.org. Additional District regarding found website information the can be at the https://www.historicalharmony.info/; provided however, Proposers are informed that this website is not maintained by the District and therefore the District does not guarantee its accuracy or completeness. Proposers should familiarize themselves with the District's lands and Facilities prior to submitting a proposal.

The ultimate agreement or agreements entered into for the services described herein will provide that the Contractor is not entitled to bill for hours contemplated by the agreement or agreements but not staffed.

6. SCOPE OF FIELD MANAGEMENT AND MAINTENANCE SERVICES NEEDED

The District desires to ensure accountability and efficiency by having one individual responsible designated as responsible for overseeing Field Management and Maintenance Services.

- 1. Manage all maintenance and amenity operations for the District, and do so in compliance with all applicable laws, ordinances, codes, District rules and District policies;
- 2. Manage the entire field management and maintenance staff to ensure mission completion, and oversee workplace operations to maintain and improve effectiveness and efficiency;
- 3. Available twenty-four hours a day, seven days a week to handle emergencies with a phone response time of no more than thirty minutes and no more than two hours to arrive on site if needed on site;
- 4. Assisting the District's Buck Lake Advisory Committee;
- 5. Oversee and ensure continuous and consistent District-related communications for residents (including board meetings, common property issues, etc.); interact with residents and guests on a day-to-day basis;
- 6. Train all staff to treat residents and guests with respect and to provide the best possible customer service to residents and guests to ensure a safe and comfortable environment;
- 7. Manage and execute the field management and maintenance budget adopted by the Board and provide monthly updates of all related expenditures;
- 8. Ensure Facilities are in good and safe condition for residents at all times;
- 9. Report any major issues or cost overruns promptly to the District Manager and the District Board Chair;
- 10. Ensure all subcontracts and outside vendors meet all contract terms and conditions as outlined, provide quality services, and evaluate their performance (including, but not limited to, janitorial, security, lifeguard, lake maintenance, and landscape maintenance);
- 11. Oversee the District's landscape maintenance contractor and arborist, including approving contractor monthly and weekly plans, validating work performed meets contract requirements, approving invoices from the vendors after determining that the goods or services were received in good condition, and confirming all landscaping meets District Landscape Standards including ensuring trees remain healthy and pruned/trimmed, dead trees are replaced



quickly, all shrubs and flowers are kept healthy and replaced as needed, all sod remains healthy and is replaced quickly when needed, all mulched areas are kept clean of debris and trash and irrigation systems are fully functional;

- 12. Developing, executing, updating and publishing the Harmony CDD Landscaping Standards each year;
- 13. Oversee the District's aquatic plant maintenance contractor, including approving any invoices from the vendors after determining that the goods or services were received in good condition and consistently monitor all community ponds for algae and seepage/bank issues; [NOTE TO BOARD: Is this done by Inframark? If so, we need to describe. Need more information to be able to explain in RFP because the budget references this is only partially done by Inframark. Need to resolve before RFP issued]
- 14. Oversee the District's contractors performing emergency repairs and other services, including approving any invoices from the vendors after determining that the goods or services were received in good condition and coordinate emergency repairs (e.g., broken sprinkler heads, broken or lifted sidewalks, etc.);
- 15. Negotiate purchasing and potential bidding of contracted services, process and manage work orders, as needed, and review all invoices.
- 16. Present professional "to the point" updates at each District board meeting to include expenditures, key issues, suggestions for improvements, etc.;
- 17. Monitor and enforce the District's written rules and policies, including its Rules and Policies (2019), as it is updated from time-to-time (the "Amenity Rules"), as well as ensuring all personnel are familiar with the Amenity Rules;
- 18. Document all complaints, injuries, and maintenance issues in a specified logbook and report all issues to the District Manager and/or District Counsel, as appropriate or necessary;
- 19. Report major repairs to District property and Facilities (outside of landscape contract) in a timely manner and coordinate such repairs;
- 20. Report professionally at each District Board meeting with monthly management report and with status of all repairs completed, and provide suggestions of key items needed to enhance the community;
- 21. Assess and advise the District of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to "normal wear and tear," "acts of God," or vandalism, and secure cost estimates for same;
- 22. Recommend and implement (where applicable) on an ongoing basis, capital equipment replacements, additions, and operational improvements;

- 23. Provide monthly written reports summarizing operations and participation levels, and describing any other areas or items of interest pertinent to the Amenities;
- 24. Prepare an estimated annual operating budget by April 15, including both anticipated revenues and expenses, for the District;
- 25. Have expansive knowledge of Microsoft Outlook, Word, Excel, Power Point; and
- 26. Provide, implement and administer a computer-based tracking system for maintenance tasks, whether generated by management, board members or residents, which is accessible by board members at all times. At a minimum, the system shall include the date the maintenance item was requested or brought to the attention of management, the source of the maintenance concern and contact information if a resident, the schedule for completion of the maintenance task, the date the maintenance task was completed, and the date the resident or board member was notified of completion of the maintenance task (if requested by a resident or board member);
- 27. Log resident contacts into the computer based tracking system established by the District Manager, and coordinate with the District Manager regarding same;
- 28. Responsible for day-to-day operations, development and execution of standard operation policies and procedures;
- 29. Supervise any staff hired by Contractor or the District necessary to perform the Maintenance Management duties contained herein;
- 30. Maintain and manage preventative maintenance records, inventories, purchases, warranties, regular maintenance and inspections for the Facilities, as needed including fire inspections, pest control, mechanical systems, security alarms;
- 31. Oversee maintenance and operation of the security systems and structures installed at the Facilities, and respond to calls and other items from the security provider;
- 32. Respond to and document any incident or accident reports that occur at the Amenity Facilities, and forward them appropriately;
- 33. Administer the card access program for residents, guests and others using the District's Amenity Facilities, including checking patron access cards, ensuring new patrons execute applicable forms, and monitoring the District's guest and visitor policies all in accordance with the District Amenity Rules;
- 34. Provide orientations for new patrons using the Amenities Facilities, including any Amenities equipment;
- 35. Administer temporary suspensions of privileges to use the amenity facilities in accordance with the District's Amenities Rules.

- 36. Recommend, and prepare if requested, up-to-date rules and policies for the Amenities, and make suggestions for new or revised rules for the Amenities when appropriate;
- 37. Develop and implement, in consultation with, and to the satisfaction of, the District, an emergency action plan setting forth a policy for the Amenities designed to protect staff and authorized patrons from serious injury, property loss, or loss of life, in the event of an actual or potential major disaster;
- 38. Maintain up-to-date information on the community website.
- 39. Manage and operate the Amenities Facilities to provide a high-quality experience for patrons with a hospitality focus; consistently and effectively creates a flexible and interactive lifestyle for Amenities Facilities patrons;
- 40. Manage and hire personable, articulate, well-groomed and highly motivated individuals as needed for tasks outlined herein and select events throughout the year;
- 41. Provide seamless day-to-day Amenities Facilities operation creating a comfortable and safe environment;
- 42. Oversee and develop boating activities at Buck Lake Dock and Boathouse, and be responsible for maintenance of equipment; administrating the Online Resident Boat Reservation System; administrating the Online Resident Boat Reservation System;
- 43. Maintain an inventory of, and order and stock, when necessary, supplies and equipment for the operation of the Amenities;
- 44. Establish and maintain tracking and reporting procedures for use of the Amenities Facilities use, including daily and monthly use, and trends in use
- 45. Managing staff, if any, for Swim Amenities, in order to:
 - deliver the services associated with the Swim Amenities at a level consistent with the District's annual budget; and
 - ensure that the District's operation and maintenance of the Swim Amenities are in compliance with all requirements of applicable law, including but not limited to Florida's Public Pool Code, Chapter 64E of the Florida Administrative Code, as well as any County-approved safety plan(s).
- 46. To the extent required by law and requested by the District, the Contractor shall employ lifeguards who have the current requisite certificate from the American Red Cross (or an acceptable alternative from another provider), undergo periodic in-service training and otherwise meet any other legal requirements, and maintain documentation of such certification and training.
- 47. Contractor shall promptly investigate and provide a full written report as to all accidents or claims for damage relating to the Swim Amenities, including any



injuries or damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company or the District in connection therewith.

- 48. Arranging for maintenance and repair of fleet of vehicles/equipment, and replenishing gas and diesel, to minimize downtime;
- 49. Managing and controlling the resident Pool/Dock Access ID Card System;
- 50. Maintaining and emptying dog potty stations throughout the week;
- 51. Maintaining all sidewalks for which the CDD is responsible, including power washing and grinding;
- 52. Maintaining the cleanliness of the 192 median (i.e., removing road debris, etc.);
- 53. Performing overall maintenance of all District Ponds and Conservation Areas; Required Certification: Florida Aquatics Pesticide/Herbicide Certification; providing a monthly pond report and Conservation Area report to the District Manager; keeping record of and updating all Safety Data Sheets (SDS) and Conservation Area treatment logs; ordering required chemicals; maintaining all equipment required for spraying ponds and Conservation Areas; safely storing all chemicals used on ponds and Conservation Areas; applying chemicals to ponds and Conservation Areas in accordance with applicable laws and District policy, as needed. [NOTE TO BOARD: Is this done by Inframark? If so, we need to describe. Need more information to be able to explain in RFP because the budget references this is only partially done by Inframark. Need to resolve before RFP issued]
- 54. Maintain all Facilities, including both parks, common areas, etc.; complete minor repairs to the Amenity Facilities for plumbing, electrical, interior and exterior painting, fence paint touch-up, clean gutters, entrance/exit gates, etc.;
- 55. Responsible for daily repairs to and upkeep of all District common areas, including trash pick-up around the community;
- 56. Repair equipment as able and promptly report the need for any repairs not able to be performed; monitor condition of all doors, adjoining fencing and gates, and resolve any problems, either through repairs or adjustments, or securing services of door/gate contractor; touch-up painting as needed; control cobwebs and prevent other debris from accumulating on exterior walls; and replace interior lights and air conditioner filters as needed. (Contractor shall be reimbursed by the District for the purchase of replacement light bulbs and air conditioning



filters upon presentation of support for such reimbursement to the District's satisfaction);

- 57. Survey all community light structures weekly and replace as needed or call utility provider for replacement of major community lights;
- 58. Monitor all roads for potholes or drainage issues, sidewalks, curbs, street signs, monuments, and informational signs, and report to the appropriate groups for repair;
- 59. Pressure wash all pool decks, monuments, hardscape, curbs, sidewalks, sports courts at least twice per year, or more often if needed;
- 60. Empty waste receptacles and pick up debris around all entrances, swimming pool decks, parks, playgrounds, and sports courts.
- 61. Maintain swimming pool decks by blowing off entire pool deck and splash pad, and arranging furniture, adjusting umbrellas, and cleaning grills (if provided).
- 62. Oversee and maintain community parks, dock, and watercraft operations by managing reservations, checking condition of deck, storage bins, etc., and training residents for proper operation of the District watercraft;
- 63. Clean all outdoor furniture;
- 64. Maintain and assess playground equipment for safety issues on a regular basis;
- 65. Daily general inspection of the Amenities Facility at both (i) the beginning of each day, which shall include but not be limited to, picking up loose trash, inspecting for property damage, arranging furniture, ensuring that door locks and/or gate latches are secure and functional, ensuring that any equipment is clean, functional, and free from safety hazards; and (ii) at the end of each day, which shall include but not be limited to, ensure all doors and windows are secure, and the card access system is engaged, and ensure that the gate latches are secure at the pools, and other facilities;
- 66. In the event of forecasted inclement weather, secure outdoor furniture and take other appropriate steps to help prevent loss and damage;
- 67. Maintain the general appearance of all indoor spaces by vacuuming, dusting, furniture positioning, cleaning all tiled areas and cleaning windows and bathrooms.
- 68. Window cleaning includes window ledges and blinds.
- 69. Bathroom cleaning includes but is not limited to all toilets, bases behind toilets, counters, mirrors and shower stalls. Soap dispensers shall be cleaned and filled when necessary. Paper product dispensers shall be restocked as needed



(costs of paper products and soap shall be included in the flat annual fee proposal.)

- 70. Dusting includes window ledges and blinds, furniture, baseboards, countertops and lights.
- 71. Cleaning of tiled areas includes dust mopping, damp mopping and baseboards.
- 72. Storage closets shall be kept in an orderly condition. Equipment and cleaning supplies shall be properly labeled and stored.
- 73. District shall furnish the necessary cleaning equipment and supplies for the provision of the janitorial services described herein. Should extraordinary cleaning services be required (as agreed to in writing by the District Board or District Manager), such special janitorial services and/or equipment/supplies shall be billable to the District.
- 74. Contractor shall be responsible for Swim Amenities to be maintained to be safely used by patrons, enforcing the Amenities Rules, performing light pool area cleaning, managing pool staff, if any, and handling phone calls.
- 75. Responding to first aid situations
- 76. Provide a Certified Pool Operator;
- 77. Check pool water quality and complete equivalent to DH Form 921 3/98 Swimming Pool Report, as required by Chapter 64E-9.004(13), FAC, per site visit.
- 78. Conduct necessary tests for proper pool chemicals as required in order to maintain water quality levels within requirements of Chapter 64E-9.004(1)(d).
- 79. Operate filtration and recirculation systems, backwashing as needed. Clean all strainers. Maintain pool at proper water level, and maintain filtration rates. Check valves for leaks, as well as other components, and maintain in proper condition.
- 80. Manually skim, brush and vacuum pools a minimum of three (3) days per week, or as needed.
- 81. Advise the District of any necessary repairs, cleaning, or replacement items required due to "normal wear & tear," "acts of God," or vandalism. Such repairs shall be billed separately, upon approval of the District Board or District Manager.
- 82. All chemicals required for cleaning the pools, including, but limited to, special treatment of stains, metals sequestering, foam removal, oil removal, phosphate and nitrate removal, mustard and black algae treatment, and super chlorination,



shall be used as needed and billed <u>separately</u>. Additional service and/or chemicals required due to natural disasters or gale-force winds (or stronger) shall be billed separately as well. The District shall purchase directly, all pool chemicals necessary to comply with the above.

- 83. Provide a dedicated commercial-duty pool vacuum kept on site to provide improved response by on-site staff in the event of emergencies, at no additional cost to the District.
- 84. The Contractor shall conduct visual inspections daily of all pool equipment, devices, splash pad, restrooms, and lighting.

7. WHAT IS NOT INCLUDED IN THE RFP

- 1. Performance of Traditional District Management Services
- 2. Performance of Primary Landscape Maintenance Services
- 3. Performance of Primary Aquatic Plant Maintenance Services (except as noted above) [NOTE TO BOARD: Is this done by Inframark? If so, we need to describe. Need more information to be able to explain in RFP because the budget references this is only partially done by Inframark. Need to resolve before RFP issued]
- 4. Pool Chemicals and system currently provided by Ecolab
- 5. Performance of Primary Security Services
- 6. Engineering Services
- 7. Legal Services
- 8. Auditing Services



8. PROPOSAL FORMS

<u>8.A.</u> <u>AFFIDAVIT OF ACKNOWLEDGMENTS</u>

STATE OF	
COUNTY OF	

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of ______ for _____ ("Proposer"), and am authorized to make this Affidavit of Acknowledgments on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Harmony Community Development District Request for Proposals for Field Management and Maintenance Services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information ninety (90) days from the opening of the proposals.

5. The Proposer acknowledges the receipt of the complete Request for Proposals as provided by the District and as described in the Table of Contents, as well as the receipt of the following Addendum Numbers: ______.

6. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the Harmony Community Development District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

[Signature page to follow]

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit of Acknowledgments and that the foregoing is true and correct.

Dated this day of	, 2025.
Proposer:	
By:	
Title:	
STATE OF	
COUNTY OF	
The foregoing instrument was, 2025, by, known to me or who has produced or did not [] take the oath.	acknowledged before me thisday of of , who is personally as identification, and did []
	Notary Public, State of Florida Print Name: Commission No.: My Commission Expires:

<u>8.B.</u>

<u>SWORN STATEMENT UNDER SECTION 287.133(3)(a),</u> FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

- 1. This sworn statement is submitted to Harmony Community Development District.
- 2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of ______ for _____ for _____ ("Proposer") and am authorized to make this Sworn Statement on behalf of Proposer.
- 3. Proposer's business address is _____
- 4. Proposer's Federal Employer Identification Number (FEIN) is _____

- 5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

- 7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or,
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative

Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated	this	day of			_, 2025.	
Prop	oser:					
By:_						
Title	:					
STATE OF _ COUNTY O						
	foregoing					this day of, who is personally
known to me o or did not [] ta	r who has pro	oduced			as i	dentification, and did []
			•	Public, State of		



<u>8.C.</u> GENERAL PROPOSER INFORMATION

roposer Name		
Street Address		
P. O. Box (if any)		
City	State	Zip Code
Telephone	Fa:	x no
st Contact Name		Title
2nd Contact Name		Title
Parent Company Name Street Address P. O. Box (if any)		
Street Address		
Street Address P. O. Box (if any) City		Zip Code
Street Address P. O. Box (if any)	State	
Street Address P. O. Box (if any) City	StateFa:	Zip Code
Street Address P. O. Box (if any) City Felephone	StateFa:	Zip Code x no
Street Address P. O. Box (if any) City City St Contact Name Contact Name Contact Name	StateFa:	Zip Code x noTitle
Street Address P. O. Box (if any) City Felephone St Contact Name End Contact Name Company Standing:	Fa:	Zip Code x noTitle

If no, please exp	blain
	with the State of Florida, Division of Corporations and in Florida? Yes No
If no, please exp	olain
What are the Proposer's c	urrent insurance limits?
General Liability Automobile Liability Workers Compensation Expiration Date	\$\$\$
<i>Licensure</i> – Please list all licenses are presently in go	applicable state and federal licenses, and state whether bod standing:



<u>8.D.</u> PERSONNEL

• List the location of the Proposer's office, which would perform work for the District.

Street Address	_	_		
P. O. Box (if any))	
City	State		_ Zip Code	
Telephone		Fax no		
1st Contact Name			Title	
2nd Contact Name			Title	

- Officers and Supervisory Personnel Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any Supervisory Personnel listed.
- Subcontractors Does the Proposer intend to use any subcontractors in connection with the work? Yes _____ No ____ For each subcontractor, please provide the following information (attach additional sheets if necessary):

Subcontractor Name			
Street Address			
P. O. Box (if any)			
City	_State		Zip Code
Telephone		Fax no	
1st Contact Name			Title

2nd Contact Name	Title
Proposed Duties / Responsibilities:	
Please describe the subcontractor's role in other	projects on behalf of the Proposer:
Project Name/Location:	
Contact: Contact Phone:	
Project Type/Description:	
Dollar Amount of Contract:	
Proposer's Scope of Services for Project:	
Dates Serviced:	

• Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:

OFFICERS

DATE:_____

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			



PROPOSER:_____

DATE:____

i				1		
INDIVIDUAL'S	PRESENT	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO	YEARS OF EXPERIENCE IN	TOTAL YEARS OF RELATED
NAME	TITLE			THIS PROJECT	PRESENT POSITION	EXPERIENCE

8.E. EXPERIENCE

• Please provide the following information for each project that is similar to this project, and that you are currently undertaking, or have undertaken, in the past five years. (attach additional sheets if necessary; if there are more than five projects that are responsive, please provide the information requested for the five most similar to the Harmony CDD):

Project Name/Location:
Contact: Contact Phone:
Project Type/Description:
Dollar Amount of Contract:
Your Company's Scope of Services for Project:
List of subcontractors used:
Is this a current contract? Yes No
Duration of contract:

• List the Proposer's total annual dollar value of field management and maintenance services completed for each of the last two (2) years starting with the latest year and ending with the most current year:

2024 =			
2023 =			

• Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any amenity management and/or grounds maintenance management contract within the past 3 years? Yes _____ No _____ For each such termination, please provide the following information (attach additional sheets as needed):

Project Name/Location:		
Contact:	Contact Phone:	
Project Type/Descripti	on:	
Dollar Amount of Con	tract:	
Scope of Services for I	Project:	
Dates Serviced:		
Reason for Terminatio	n:	

• *Has the Proposer been cited by OSHA for any job site or company office safety violations in the past five years? Yes ____ No ____*

If yes, please describe each violation, fine, and resolution

• Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ____ No ____

If yes, please describe each incident_____

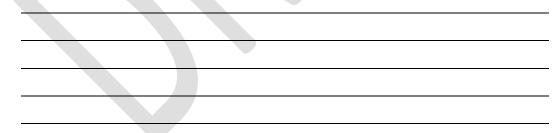
Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts? Yes _____ No ____ If yes, please provide:

The names of the entities _____

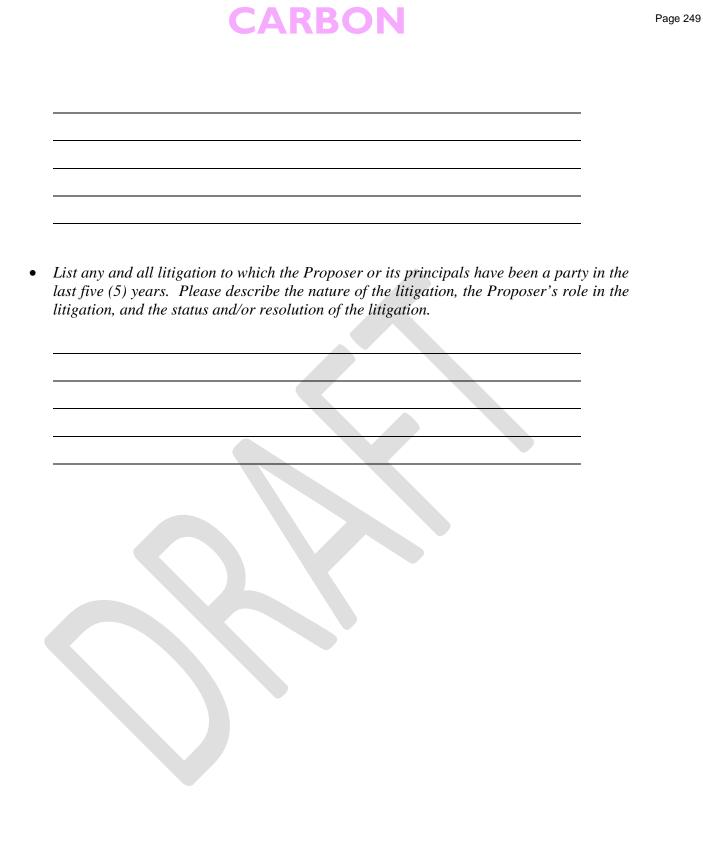
The state(s) where barred or suspended ______

The period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:



• List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.



<u>8.F.</u>

SUPPLEMENTAL QUESTONS

- 1. Referencing a specific community(s), what Best Practices are now being implemented due to the suggestion of your company?
- 2. Referencing a specific community(s), how have you suggested the Board address the ongoing maintenance and replacement of community assets?
- 3. How many onsite personnel would you suggest being utilized at Harmony for management and for field maintenance activities not already being performed by outside vendors?
 - What types of projects would be handled by such personnel and which projects would be handled by outside vendors?
 - What skill sets and prior experiences would you seek in personnel to achieve the staffing support described in the prior question?
 - For each such individual, what would be the weekly number of hours devoted to the Harmony CDD?
- 4. Please provide appropriate contact information for every community referenced in your answers.
- 5. Are the existing storage and office spaces adequate for your company to perform the scope of services included within the Project Manual? If not, what additional storage and office spaces will be required.

8.<u>G.</u> PRICING - FIELD MANAGEMENT AND MAINTENANCE SERVICES

Proposed Fee

- Task 1.A. Management with Proposer Employees
 - A. General Manager
 - Year 1 \$_____
 - o Year 2 \$_____
 - Year 3 \$_____
 - Number of full-time managers or assistant managers _____
 - Number of part-time managers or assistant managers _____
- Task 1.B. Management with District Employees (proposal alternate)
 - A. General Manager
 - Year 1 \$_____

 - Number of part-time managers or assistant managers ______
- Task 1.C. Management with Third-Party Employees (proposal alternate) A. General Manager
 - Year 1 \$_____
 - Year 2 \$_____
 - Year 3 \$
 - Number of full-time managers or assistant managers
 - Number of part-time managers or assistant managers ______

If there would be an additional management charge if the District were to open and operate a RV storage lot, how much extra would it cost for management in Year 1, if any?

- o <u>\$</u>_____
- Task 2.A. Maintenance Staffing
 - o Year 1 \$_____
 - o Year 2 \$_____
 - Year 3 \$
 - Number of full-time employees performing maintenance
 - Number of part-time employees performing maintenance

If a subcontractor is proposed, please indicate:

- Amount to be Paid to Subcontractor for Year 1 \$
- Mark up retained by Proposer for Year 1 \$

ARBO

- Task 2.B. Maintenance Staffing with addition of leaf pick up services along _ community roadways when needed (proposal alternate)
 - Year 1 \$_____
 - o Year 2 \$_____
 - Year 3 \$____
 - Number of full-time employees performing maintenance _____
 - Number of part-time employees performing maintenance ______

If a subcontractor is proposed, please indicate:

- Amount to be Paid to Subcontractor _
- \$_____ Mark up retained by Proposer _ \$
- Task 2.C. Maintenance Staffing with addition of RV lot maintenance (proposal alternate)
 - Year 1 \$_____

_

- Year 2 \$_____
- Year 3 \$_____
- Number of full-time employees performing maintenance
- Number of part-time employees performing maintenance

If a subcontractor is proposed, please indicate:

- Amount to be Paid to Subcontractor \$
- Mark up retained by Proposer _

\$



<u>8.H.</u> <u>ACKNOWLEDGEMENT</u>

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Proposal Forms and all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this	day of	, 2025.
Proposer:		
By:		
Title:		
STATE OF COUNTY OF		

The	foregoing	instrument	was	acknowledged	before	me	this		day	of
		_, 2025, by _		of _			,	who is	person	ally
known to me	or who has p	produced				as i	identif	ication, a	and did	[]]
or did not []	take the oath	1.								

Notary Public, State of Florida Print Name:_____ Commission No.:_____ My Commission Expires: _____



June 26, 2025

Harmony Community Development District 119 South Monroe Street, Suite 300 Tallahassee, FL 32301 ATTN: Harmony CDD, Chairman of the Board

RE: NOTICE OF TERMINATION PURSUANT TO SECTION 3(c) OF THE MANAGEMENT ADVISORY SERVICES AGREEMENT DATED MARCH 24, 2000, AND ADDENDUM DATED MAY 28, 2021, REGARDING MANAGEMENT ADVISORY SERVICES AND FIELD MANAGEMENT SERVICES

Dear Board,

We appreciate our partnership and the opportunity to manage your community. Section 3(c) of the Management Advisory Services Agreement effective March 24, 2000, (the "Agreement") between Harmony Community Development District ("District") and Inframark, LLC, formerly known as Severn Trent Environmental Services, ("Manager") states that the Agreement and any addendums may be terminated:

"by either party, for any reason, upon 60 days' written notice provided; however, should this agreement be terminated, MANAGER will take all reasonable and necessary actions to transfer all the books and records of the DISTRICT in his possession in an orderly fashion to the DISTRICT or its designee."

Manager is electing to terminate this Agreement by providing 60-day notice pursuant to Section 3(c) of the Agreement. As such, this letter shall serve as MANAGER's Notice of Termination of the Agreement, and the Agreement will terminate at 5:00 PM on Monday, August 25, 2025.

Please contact us to discuss and facilitate a transition of the services to a new management company and review of the records by a board member to acknowledge receipt in full. We will expect full payment for all reasonable costs and/or expenses for all work and/or services rendered up until the effective termination of this Agreement as set forth above and per Section 2 of Agreement.

Very truly yours,

Chris Tarase President – Community Management Services Inframark, LLC

Cc: Michael Eckert, District Attorney

1		'ES OF MEETING
2	HARMONY COMMUN	ITY DEVELOPMENT DISTRICT
3 4	The budget meeting of the Board of Supervi	isors of the Harmony Community Development District
5	("CDD" or "District") was held Thursday	v, May 25, 2025, at 4:30 p.m. at Su Mesa Café, 7250
6	Harmony Square Dr S, St. Cloud, FL 3477.	3.
7		
8	Present and constituting a quorum were:	
9	Daniel Leet	Chairman
10	Lucas Chokanis	Vice Chairman
11	Julie Williams	Assistant Secretary
12	Jo Phillips Brittmen Coronal	Assistant Secretary
13 14	Brittney Coronel	Assistant Secretary
15	Also present,	
16	Joseph Gonzalez	District Manager, Inframark
17	Kyle Goldberg	Field Inspection Coordinator, Inframark
18	David Hamstra	District Engineer, Pegasus Engineering
19	Jose Pabon	Field Supervisor, Inframark
20	Howard Neal	Field Services Director, Inframark
21	Kyle Goldberg	Field Inspection Coordinator, Inframark
22	Angel Montagna	Vice President of District Services, Inframark
23 24	Residents and Members of the Public	
25	This is not a certified or verbatim transcrip	pt but rather represents a recap of the discussions and
26	•	ng recording is available in audio format upon request.
27	Contact the District Office for any related	
28		
29	FIRST ORDER OF BUSINESS	Call to Order and Roll Call
30 31	Mr. Leet called the meeting to order	at 4:30 p.m. and a quorum was established.
32 33	SECOND ORDER OF BUSINESS There were no audience members p	Audience Comments present.
34		
35	THIRD ORDER OF BUSINESS	Discussion of Fiscal Year 2026 Preliminary Budget
36	Ms. Montagna informed the Board	that they have the option to reduce the budget if they
37	believe any of the amounts should be adjust	ted. Ms. Montagna noted that there is currently a 13.2%
38	increase in the operations and maintenance	e (O&M) portion of the budget, resulting in an overall
39	increase of 7.1%.	
40	Mr. Gonzalez explained to the Board	d that an additional line item was included in the budget
41	specifically for security services. Mr. Gonz	zalez stated that approximately \$100,000 was allocated
42	to ensure sufficient funding for anticipated	security costs. Mr. Gonzalez confirmed that, with this
43	allocation, the current budget reflects a 13.	2% increase.

44 Ms. Montagna asked the Board whether they had discussed an acceptable tolerance level 45 for the budget increase. Ms. Montagna noted that the O&M portion reflects a 13.2% increase if 46 the \$100,000 allocation for security remains in place, which is the primary driver of the increase. 47 Ms. Montagna further clarified that while the O&M increase is 13.2%, the overall budget increase 48 is 7.1%, which includes the debt service portion. Ms. Montagna emphasized that the debt portion 49 remains unchanged, as the District is not undertaking any bond refinancing or additions. Ms. 50 Montagna added that the opportunity to refinance bonds, which had been presented months earlier, 51 is no longer available.

Ms. Montagna summarized that external factors in the bond market over the past two months have essentially derailed the proposed refinancing the District had hoped to pursue. Ms. Montagna noted that the current interest rate is very favorable, which previously enabled a successful refinancing when she was involved a few years ago. However, that advantageous rate is no longer available, making a new refinancing financially impractical at this time, as it would not result in meaningful savings. Ms. Montagna added that while there may be other options to explore in the future, such refinancing cannot be considered for the current budget.

59 Ms. Montagna explained that the current overall increase is 7.1%, but if the Board were to 60 remove the \$100,000 allocated for security services and decide not to proceed with that line item, 61 the overall increase would be reduced to 5.1%. This adjustment would also reduce the O&M 62 increase to 9.5%. Ms. Montagna clarified that the 9.5% pertains strictly to O&M, while the 5.1% 63 reflects the total increase inclusive of bond debt.

Ms. Phillips asked for clarification regarding the landscaping portion of the budget, noting that it is a contracted amount that increases at a predictable rate each year. Ms. Phillips also pointed out that even with the large security line item removed, there appears to be a 260% overage in the budget for maintenance of the grass and alleyways.

Ms. Montagna asked the Board what specific drivers contributed to the 9% baseline increase in the O&M portion of the budget. She began by reviewing the administrative category, noting moderate increases rather than major drivers. Professional engineering services increased from \$70,000 to \$75,000, legal services from \$60,000 to \$75,000, and management fees rose by 3%, from \$73,468 to \$75,000. Insurance costs increased slightly from \$27,000 to \$29,700. Overall, the administrative budget increased from approximately \$345,000 to \$373,000.

Ms. Montagna then turned to the field operations component, which she noted included a
few options the Board would need to consider. The mulch line item remained unchanged.
Landscaping services showed an assumed 3% increase, rising from \$746,000 to \$768,000.

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Including additional services, the total landscaping-related costs increased from \$957,000 to
\$980,000. Utilities rose from \$402,000 to \$428,000. The line item for roads and alleyways
increased significantly from \$2,000 to \$10,000. Parks and facilities rose from \$45,000 to \$55,000.

80 Mr. Leet asked whether there was a way to view the baseline percentage increases applied 81 to these line items and what factors contributed to those increases.

Ms. Montagna explained that the increases in the budget are largely based on historical spending trends, specifically, how the District has ended each fiscal year in various categories. Ms. Montagna noted that in some areas, the District may have consistently overspent, and to Mr. Leet's earlier point, the Board may not have realized the extent of that overspending at the time. However, the Board may have chosen to leave certain line items unchanged in previous years to avoid imposing a significant increase on residents or for various other reasons.

Ms. Montagna further clarified that many of the contractual services include built-in annual
escalations, which naturally drive costs up each year. In addition to these contractual escalations,
budget adjustments are also informed by spending patterns observed over recent fiscal periods.

Ms. Montagna noted that material cost increases may also contribute to budget changes.
She reminded the Board that this is the District's budget and, while a few members may be new to
the budget process, the role of staff is to research and present the necessary information for the
Board's consideration.

Ms. Montagna explained that in developing the budget, she reviews spending trends and how the District has ended each fiscal year, typically looking back about three years to identify areas of historical overspending. Based on this analysis, she presents recommendations to the Board, who then have the authority to review, discuss, and make final decisions. Ultimately, the Board determines the budget, and any line item can be adjusted as they see fit.

Ms. Coronel stated that she was a bit confused by the budget variance, noting that many of the line items appeared to show a zero variance. In response, Ms. Montagna clarified that what Ms. Coronel was seeing was likely due to the way the document was formatted when it was sent out. She explained that there is a projections column located to the right of the budget, but it may not be visible in the PDF version provided to the Board.

Ms. Montagna further noted that the document allows users to toggle between "budget" and "actuals," and it appeared that everything was set to display the budget figures, which is why the variance showed as 0%. For example, she pointed out the R&M Pools line item, which has a \$60,000 budget, to illustrate how this might appear differently depending on the view settings.

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109 Ms. Montagna explained that if the view is changed to reflect actuals, it would show that 110 \$24,026 has already been spent in the R&M Pools line item, based on current projections.

Ms. Coronel responded by noting that these projections are not necessarily concrete. Ms. Coronel explained that projections are calculated by taking the current level of spending and assuming that same rate continues each month, which may not accurately reflect how funds will actually be used by year-end.

115 Ms. Montagna agreed and emphasized that projections are not the most reliable tool for 116 building a budget. Ms. Coronel acknowledged the point and indicated she understood the 117 distinction.

Ms. Montagna reiterated that in order to evaluate true spending trends, the Board must look at historical financials from previous fiscal years, specifically from October 1 through September 30. She explained that financials are finalized and submitted to auditors as of September 30 each year, though they are often officially closed out in October or November to account for any final transactions. The current budget workbook, she emphasized, does not provide trend data—it only reflects projections based on current-year activity.

Ms. Montagna explained that the workbook calculates projections by assuming that whatever has been spent thus far will continue at the same rate each month. This method does not account for one-time expenditures like auditing services, which are typically paid once annually. Ms. Montagna added that relying on these projections can be misleading when trying to determine year-over-year trends.

Ms. Coronel acknowledged the explanation but expressed concern that, despite understanding the process, the current projections still seemed overly simplistic. Ms. Coronel noted that at the last budget meeting, actuals were missing, and the following meeting was canceled. Now, at the current meeting, Ms. Coronel felt that the numbers appear to be based on base-level math: the projected spend appears to simply be the difference between what has been spent and the total budgeted amount. Ms. Coronel expressed difficulty in seeing how actual historical trends were informing the numbers presented.

In response, Ms. Montagna explained again that the figures the Board is reviewing are set to show budget values, not actuals, which is why the trends are not visible. Ms. Montagna offered to switch the view to actuals to help clarify. Ms. Montagna emphasized that the Board should rely on the financial reports provided in their monthly agendas, where actual expenditures, budgeted amounts, and projected year-end totals are laid out side by side. For example, Ms. Montagna referenced the legal advertising line item, which was budgeted at \$1,200. Actuals through March Harmony CDD

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142 were \$225, with a projection of \$229 more, totaling \$454 well under budget by 62.19%. This figure

143 was visible only when viewing actuals.

144 Ms. Montagna then referenced the \$105,000 line item that had previously been set aside 145 for invasive species removal, a project originally initiated when Ms. Teresa served as Chair. At 146 that time, the Board hired Aquatic Weed Management to address issues identified in a SWFWMD 147 inspection. That allocation had not yet been spent because it was reserved in case the project 148 needed to be repeated. Ms. Montagna noted that Ms. Kathryn Bowman occasionally conducts 149 inspections and may soon provide a report to the Board, which could indicate whether those funds 150 are still needed. Ms. Montagna added that the project last cost approximately \$94,000, and the 151 original \$105,000 allocation was increased from the \$54,800 budgeted in FY2023. As of 152 September 30, 2024, only \$5,050 had been spent, leaving a large portion of that line item 153 unutilized. Ms. Montagna concluded by suggesting that the Board could either retain that amount 154 in the budget or seek updated input from Ms. Bowman to determine if the funds could be 155 reallocated.

Ms. Montagna recalled that the Board previously chose not to proceed with the invasive treatment project after completing it once. At that time, the decision was made to leave the allocated funds in the budget in case future treatments were needed. Because the project was not executed that fiscal year, the unused funds either rolled into reserves or were used to offset overages in other budget line items.

Mr. Leet acknowledged the update and noted Mr. Hamstra's presence, stating it was good to see him again. Mr. Leet asked whether Mr. Hamstra was aware of when the District last received a report from the consultant. Mr. Hamstra responded that he believed the last report was issued around a major month last year, possibly suggesting a peak season, and noted that the consultant had recently reached out to his office.

Ms. Montagna noted that the consultant had likely gathered information recently in order to compile a report for submission to the South Florida Water Management District. Ms. Montagna added that in Fiscal Year 2023, the District spent \$54,800 on the invasive species treatment project.

Mr. Leet asked for confirmation that the amount had dropped significantly from the previous year. In response, Mr. Hamstra explained that the \$5,000 recorded in the current fiscal year was most likely used by Brad to purchase chemicals for routine spraying, which he performs throughout the year. Mr. Hamstra reminded the Board that while a contracted company was brought in previously for a large-scale invasive treatment, ongoing maintenance has continued under Brad's supervision to prevent regrowth. Mr. Hamstra suggested that it may soon be time to



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175	consider another large-scale treatment, though he could not confirm whether \$105,000 was the
176	appropriate figure for that purpose.
177	Mr. Hamstra emphasized that the final amount allocated is ultimately up to the Board,
178	whether it be \$20,000 or \$100,000, and the contractor would perform services based on whatever
179	level of funding the Board authorizes. Mr. Hamstra concluded by remarking that the budgeting
180	process might be more straightforward if it did not involve so many individual line items.
181	
182 183	FOURTH ORDER OF BUSINESS Supervisor Requests There were no requests at this time. Supervisor Requests
184 185 186	FIFTH ORDER OF BUSINESS Adjournment
187 188	On MOTION by Mr. Leet, seconded by Ms. Williams, with all in favor, the meeting adjourned at 6:00 p.m.
189 190	
191 192	Secretary/Assistant Secretary Chairman/Vice Chairman

1 2 3		ES OF MEETING ITY DEVELOPMENT DISTRICT						
4	The regular meeting of the Board of Supervisors of the Harmony Community Development							
5	District ("CDD" or "District") was held Th	ursday, May 29, 2025, at 6:15 p.m. at Su Mesa Café,						
6	7250 Harmony Square Dr S, St. Cloud, FL 3	34773.						
7								
8	Present and constituting a quorum were:							
9	Daniel Leet	Chairman						
10	Lucas Chokanis	Vice Chairman						
11	Julie Williams	Assistant Secretary						
12	Jo Phillips	Assistant Secretary						
13	Brittney Coronel	Assistant Secretary						
14								
15	Also present,							
16	Joseph Gonzalez	District Manager, Inframark						
17	Michael Ekert	District Legal Counsel, Kutak Rock						
18	David Hamstra	District Engineer, Pegasus Engineering						
19	Jose Pabon	Field Supervisor, Inframark						
20	Nick Lomasney	Area Operations Manager, United Land Services						
21	Howard Neal	Field Services Director, Inframark						
22	Angel Montagna	Vice President of District Services, Inframark						
23	Tim Hill	Sales Representative, Swartz Associates Inc						
24	Amanda Henson	VP of Sales Operations, Precision Sidewalk Safety, Corp						
25	Tony Reyes	Senior Account Executive, Red Steel Sculpture Refurbished						
26	Karla Reyes	Project Manager, Jago Pro Solutions						
27	Residents and Members of the Public							
28								
29	· · ·	t but rather represents a recap of the discussions and						
30 21	е <i>г</i>	g recording is available in audio format upon request.						
31 32	Contact the District Office for any related c	osis jor an audio copy.						
32 33	FIRST ORDER OF BUSINESS	Call to Order and Roll Call						
33 34		at 6:15 p.m. and a quorum was established.						
35	With Elect caned the meeting to order a	at 0.15 p.m. and a quorum was established.						
36	SECOND ORDER OF BUSINESS	Adoption of the Agenda						
37								
38	On MOTION by Mr. Leet, s	seconded by Mr. Chokanis, with all in						
39		d with the removal of the shade session.						
40								
41	THIRD ORDER OF BUSINESS	Shade Session						
42	The shade session was moved to a fu							
43								
44	FOURTH ORDER OF BUSINESS	Audience Comments						
45		ding the community pool. The resident stated that the						
46	pool is funded by the residents and express	ed concern that there is no noticeable chlorine smell,						

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the presence of mold, and dirty pool furniture. The resident also mentioned having moved into thecommunity four years ago and emphasized ongoing concerns about the cleanliness of the pool.

The resident also raised concerns about trees hanging over the road and sidewalk. The resident inquired about the protocol for trimming these trees and questioned why community residents are responsible for keeping the sidewalks clean.

52 The resident urged the Board to honor the agreement between the Board, Inframark, and 53 the community to maintain shared spaces and, above all, to prioritize safety within the community. 54 The resident expressed frustration that concerns are repeatedly ignored, requests are dismissed, 55 and expected standards are consistently disregarded. Additionally, the resident referenced ongoing 56 discussions regarding Inframark's performance and inquired about the Board's consensus on 57 potential alternatives. The resident asked what efforts have been made to explore other options, 58 including research into how other Community Development Districts are managed and how 59 alternative management companies are performing.

60 A resident expressed deep concern regarding the current state of the Community Development District. The resident stated that after living in the community for three years, there 61 62 has been a noticeable decline from what was originally presented at the time of purchase. The 63 resident cited a lack of follow-up and accountability, noting that while annual assessments 64 continue to increase, expectations are not being met. The resident referenced an issue involving a 65 property owner behind East Lake, where the management company was supposed to send a letter 66 to secure a gate. The resident stated that there was never any follow-up, and the gate remains open 67 as summer begins. Concerns were also raised regarding the safety of residents in the 55+ Lakes 68 area, especially given past incidents. The resident noted that a project board was supposed to be 69 established but, despite two Boards and three District Managers, no such board exists, and there appears to be no tracking or management of ongoing projects, resulting in many being forgotten. 70

Additionally, the resident reported that the sidewalks remain unclean, the easements are in poor condition, and the ponds and lakes are in deteriorating condition. The resident concluded by thanking the Board for addressing the issue concerning the shed.

A resident raised concerns about delays in processing payments related to the garden lot rental. The resident stated that dues are collected in October and are always submitted via check, never in cash, yet it takes approximately four months for the checks to be cashed. The resident also noted issues with the reimbursement process for garden-related purchases. Two invoices were submitted this year; the first was paid promptly in December. However, the second invoice, submitted in January for \$82, resulted in a check for \$102, which matched the amount of the first Harmony CDD

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80 invoice. The resident returned the incorrect check to the finance department along with a letter and81 supporting documentation.

82 The resident further explained that the same information was subsequently given to Mr. 83 Neal and later discussed with Mr. Gonzalez in March, at which point the resident felt dismissed. 84 In April, Mr. Gonzalez followed up by email requesting the documentation be resubmitted. After 85 an unsuccessful attempt to open the submitted file, the resident copied and pasted the information 86 into an email, which was also unsuccessful. At the end of April, Mr. Gonzalez picked up a hard 87 copy of the documentation from the resident's home. As of the date of the meeting, the resident 88 reported that the check had still not been received. The resident concluded by expressing concern 89 that if a small payment of \$82 cannot be processed in a timely manner, there may be larger issues 90 regarding the handling of hundreds of thousands or even millions of dollars.

91 A resident shared a serious concern regarding sidewalk hazards within the community. The 92 resident explained that her grandson suffered an abrasion to his leg after falling due to the poor 93 condition of the sidewalk. She noted that her grandson has a history of a hemorrhagic stroke, which 94 has resulted in right-side weakness. She expressed deep concern that, had he struck his head during 95 the fall, the outcome could have been much more severe. The resident stated that she had finally 96 encouraged him to go outside and enjoy his new tricycle, which is an e-bike, as he is unable to 97 balance on a regular bicycle. She had also encouraged him to walk and go to the pool, but now, 98 after sustaining an injury, he is discouraged. While acknowledging that work is currently being 99 done on the sidewalks, the resident emphasized that proper and consistent maintenance in the past 100 could have prevented such a dangerous situation.

101 A resident stated agreement with the majority of comments made during the meeting but 102 also raised several specific concerns. The resident noted a conversation with a neighbor in North 103 Lake who expressed frustration over the lack of maintenance of the grass just outside the North 104 Lake gate. The resident described the area as being in poor condition, stating that the vegetation is 105 so overgrown that the signage reading "North Lake" is no longer visible. The resident added that, 106 based on recent information, it appears the CDD may not be responsible for maintaining North 107 Lake, which caused confusion as it was previously believed to be within the CDD's 108 responsibilities.

109 The resident also mentioned frequently walking around the Enclave area and observed that 110 the weeds in the lakes there are approximately nine feet tall, with no apparent maintenance. The 111 resident expressed uncertainty regarding responsibility for maintaining the lakes and landscaped 112 areas in front of neighborhoods within Harmony, particularly in areas like North Lake and Enclave.

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In addition, the resident raised continued concern about the presence of trailers and campers. The resident stated that if one drives east of the town square, there are numerous trailers and campers visible, indicating that this issue remains unaddressed.

A resident addressed the Board to speak on an issue that has been a continued concern since stepping down from the Board approximately a year and a half ago. The resident noted having spoken with most Board Members individually after their departure and attended the meeting knowing that the topic of Harmony and the management company would be a point of discussion.

121 The resident provided historical context, explaining that the current management company 122 is a continuation of the original structure. Initially, the District was managed by a single individual, 123 which later transitioned to Severn Trent, and was eventually acquired by Inframark. For many 124 years, the scope of service was limited to financial management and meeting coordination. The 125 resident noted that, during that time, the District's attorney often strongly recommended—if not 126 insisted—that field services also be placed under the management company's oversight. This 127 transition occurred several years ago.

Reflecting on their time on the Board, the resident expressed persistent dissatisfaction and frustration with the management company, including the handling of field services. Particular concern was voiced about the last two budgets the resident was involved with, citing missed deadlines, the exclusion of certain communities—errors that should have been caught even if initially omitted by the county—and improper allocation of expenditures in the current budget. The resident stated that the budget reviewed for the present meeting showed spending not properly assigned to the appropriate line items, underscoring ongoing concerns with oversight and accuracy.

A resident addressed the Board with several concerns, beginning with the condition of the sidewalks. The resident, who has two young children, described the sidewalks as uneven and compared walking through the neighborhood to riding a roller coaster. The resident also noted that when it rains, water accumulates in the dips along the sidewalks, leading to the growth of mold and creating slippery conditions.

The resident then addressed the issue of playground mulch, acknowledging that it has since been resolved but expressing frustration with how long it took to address. The resident criticized the need for community members to go online and publicly request action for basic maintenance issues, stating that residents pay a substantial amount to live in the community and should not have to advocate for routine upkeep. The resident emphasized that the CDD should proactively address needs such as mulching the playgrounds without waiting for complaints.

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The resident concluded by expressing disappointment in what was perceived as general inaction and a lack of visibility or communication from most Board Members. However, the resident did recognize Ms. Coronel, noting that she has been actively engaged with residents online and appears to be working to resolve issues. The resident encouraged better communication and accountability from all members of the Board.

A resident stated agreement with the concerns previously raised by other South Lakes residents but offered a different perspective regarding the community pools. The resident shared that she visits the main pool every morning from 9:00 a.m. to 11:00 a.m. with a group for water aerobics, and also uses the Ashley Park pool when the main pool is unavailable. Based on this regular use, the resident noted having direct experience with the condition of the pools and the efforts made to maintain them.

The resident specifically commended Brad for being present every morning and diligently cleaning the pool area. However, she noted that there is no staff presence on weekends, which is when pool usage is highest. As a result, the pool was closed the day after Memorial Day due to the excessive mess left behind by residents. The resident reported that there was food in the pool, garbage throughout the area, and broken beer bottles, prompting the pool's closure for safety reasons. She and her group then used the Ashley Park pool instead.

163 The resident also brought attention to the location of the dog waste station near the pool 164 entrance. She stated that the current placement results in an unpleasant odor when entering the 165 pool area and requested that it be relocated to a more appropriate location along the sidewalk, 166 where residents typically walk their dogs.

Lastly, the resident addressed community engagement, emphasizing that while social media platforms like Facebook are commonly used for discussions, residents should direct concerns or questions to the CDD Board through official communication channels such as email, as that is a more effective way to ensure their voices are heard.

171 A resident expressed concern regarding the ongoing justification that sidewalk 172 maintenance is delayed due to the community having 22 miles of sidewalks. The resident stated 173 that while the length may be significant, it should not serve as a continual excuse for inaction. 174 Despite walking every day, morning, afternoon, and evening, on various routes, the resident 175 reported never having seen a single worker performing maintenance. The resident emphasized that 176 this observation was made while actively looking for signs of work. The resident added that the 177 only individual her boyfriend has ever observed was someone sitting under a tree on a four-178 wheeler, apparently using a phone. These observations raised concerns about oversight and

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whether the services that have been approved and paid for are actually being performed. The resident voiced frustration that funds are being spent without any visible return, a sentiment she believed was likely shared by many others in the community.

182 Additionally, the resident raised a safety concern about vehicles parking in the bike lane in 183 front of the park, particularly near the roundabout between Cat Brier and just before Indian Grass. 184 The resident acknowledged that this is a county-owned road but urged the Board to work 185 collaboratively with the HOA to install signage or implement other measures to discourage this 186 practice. The resident stressed that parking in the bike lane is not just inconvenient but presents a 187 serious safety hazard, as it forces drivers to swerve into traffic around the roundabout. She added 188 that it is particularly frustrating because parking spaces are available just across the street, often 189 left empty while individuals park unsafely to access the park or basketball courts.

A resident raised concerns regarding the chemical levels in the community pool, suggesting that this may be contributing to the issues noted by other residents. The resident shared that her son required an urgent care visit due to chemical exposure in the pool, which caused significant eye irritation to the extent that he needed to apply ice baths to his eyes. The resident stated that this has occurred more than once. While they were able to manage the symptoms at home after the initial incident, the resident emphasized that the problem appears to stem more from improper chemical balance than from a lack of cleaning or maintenance efforts.

197 A resident addressed concerns about the area to the east of their home, noting that it has 198 been the subject of prior complaints. The resident emphasized the need for landscaping in that area 199 and stated that the issue has persisted since the home was purchased, which they believe was in 200 2019. The resident described the condition of the area as an embarrassment and expressed a desire 201 to take pride in the community without feeling ashamed of its appearance. The resident also noted 202 that the cost to resolve the issue is minimal, estimating that only a few pallets of sod would be 203 required. They explained that a pallet of sod costs approximately \$240 and contains four cubic feet 204 of material, rolled and ready for installation.

A resident, who has lived in the community for 21 years and previously served on the Board, requested clarification regarding the current rules for sidewalk and tree maintenance. The resident stated that they personally pay for sidewalk repairs and to have their trees trimmed. The resident recalled that several years ago there was a community-wide tree trimming effort, but their property was overlooked, which was particularly concerning as they were trying to protect their roof.

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The resident also addressed concerns raised by others about mold on the sidewalks. Based on their understanding, any sidewalk area located directly in front of a homeowner's property, between the sidewalk and the house, is the homeowner's responsibility. The resident added that, as far as they knew, tree maintenance responsibilities were divided: homeowners are responsible for the trees on their side of the sidewalk, while Harmony is responsible for the other side.

216 A resident stated that they had previously sent an email regarding concerns with the trees 217 and grass in front of their property by the sidewalk. The resident acknowledged that after including 218 Ms. Coronel in the email, someone promptly responded by trimming the trees, and expressed 219 appreciation for that action. However, the resident noted that they have not yet received a response 220 regarding the sprinkler system. According to the resident, the sprinklers have not operated for 221 several years, which has resulted in the destruction of the sod in the front yard. In an effort to 222 address the issue, the resident modified the sprinkler heads on their side of the property to redirect 223 water toward the affected area, resulting in partial lawn growth extending toward the street.

224 A resident brought to the Board's attention an ongoing issue related to water pressure. The 225 resident recalled that several months ago, Toho Water Authority throttled the community's water 226 pressure to accommodate distribution across multiple neighborhoods. As a result, much of the 227 landscaping suffered, with numerous plants dying due to lack of irrigation. The resident 228 specifically highlighted a concern near the corner of Sebastian Bridge and Five Oaks, where a 229 hedge, previously covering a large sprinkler pipe system essential to the community's water 230 distribution, has died. The resident noted that the hedge has been in poor condition for 231 approximately seven months, with only a single small sprig remaining on one branch, while the 232 rest is completely dead. With hurricane season approaching, the resident requested that the dead 233 hedge either be removed or replaced.

A resident inquired about whom to contact regarding the debris and overgrowth around the lakes in the Enclave area. The resident noted that there is approximately nine feet of vegetation growing around the lakes and expressed concern that when landscapers perform clean-up work, they are blowing debris directly into the lakes. The resident observed that this debris appears to be getting trapped in the overgrown vegetation. The resident requested clarification on the appropriate point of contact to address these concerns.

240

241 **FIFTH ORDER OF BUSINESS Business Items**

242 A. Consideration of Swartz Pool Furniture Specifications

- 243
- i. Review of Kirby Side Chair

244 ii. Review of Kirby Square Table 245 iii. Review of Frog Pensacola Chaise 246 iv. Review of Frog Side Table 247 **B.** Consideration of Swartz Proposals 248 i. Consideration of Option 1 Sling Proposal 249 ii. Consideration of Option 2 Strap Proposal 250 iii. Consideration of Option 3 Recycled Plastic Proposal 251 iv. Review of Swartz Flyer 252 Tim Hill from Schwartz Inc. addressed the Board and stated that he hoped they had the 253 opportunity to review the proposals he submitted. Mr. Hill explained that he provided the proposals 254 in response to being contacted regarding the pool furniture and noted that he was present to answer 255 any questions the Board might have. Mr. Hill added that, given current industry practices, 256 manufacturers and vendors typically do not provide extensive hard-copy materials and instead 257 expect information to be accessed online. However, Mr. Hill did bring some catalogs, particularly 258 featuring Frog Furnishings, which contain additional details for the Board's consideration. 259 Mr. Hill expressed a desire to follow the agenda and offered to proceed item by item, 260 addressing any questions or comments the Board may have. Mr. Hill stated that he would be happy 261 to provide clarification during the meeting or follow up with responses as quickly as possible. 262 The Board elected to table the proposals until they had an opportunity to review them in 263 full. 264 **C.** Consideration of RSR Proposals 265 i. Consideration of Red Steel Sculpture Refurbished Proposal ii. Consideration of Rusty Steel Sculpture Refurbished Proposal 266 267 Tony Reyes from RSR stated that the red structure has significantly worn down and is at 268 risk of eventually collapsing. Mr. Reyes noted that the submitted proposal reflects the full scope 269 of work required for the job. The Board elected to table this item until the next meeting and 270 requested that it be added to the next agenda. 271 272 **D.** Consideration of Sun Deck and Dock LLC Proposals 273 i. Consideration of Kayak Access Dock Proposal 274 ii. Consideration of Structural Reconstruction Proposal 275 The Board reviewed the proposal and decided to table the item for further consideration. 276 277 E. Discussion of Sidewalk Repair 278 Mr. Gonzalez addressed the topic of sidewalk repairs, noting that the discussion was 279 included on the agenda to ensure transparency and community awareness. Mr. Gonzalez stated 280 that Inframark's maintenance staff is actively performing sidewalk grinding to address hazards

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and minimize trip risks. Mr. Gonzalez acknowledged that more substantial repairs are desired by
the community, as expressed in multiple meetings, and clarified that while Inframark is capable
of performing those larger repairs, they would need to submit a proposal and be selected in the
same manner as any other vendor.

Mr. Gonzalez confirmed that sidewalk grinding is the method currently being used by the maintenance team to mitigate immediate safety concerns. Mr. Gonzalez also acknowledged that there have been several documented incidents involving falls and injuries related to sidewalk conditions. Mr. Gonzalez concluded by stating that these mitigation efforts will continue until the Board reaches a decision regarding the scope of physical repairs and selects a vendor to perform the work.

291

F. Consideration of Jago Pro Sidewalk Repair Phase 2 Proposal

Karla Reyes from JAGO Pro discussed the proposal with the Board. After brief discussion,
the Board voted to table the item.

294

G. Consideration of Precision Sidewalk Safety Proposal

Amanda Henson with Precision Sidewalk Safety reviewed the proposal for the Cat Brier bid. Following the presentation, the Board elected to table the item.

297

H. Consideration of Inframark Sidewalk Audit Cat Brier

Mr. Neal presented the sidewalk audit and explained that the Field Services team is responsible for sidewalk grinding. Mr. Neal noted that this is being handled through a phased approach, with priority given to the most hazardous areas, and that grinding is performed at a minimum of one day per week.

Mr. Neal then introduced the involvement of the Maintenance Solutions Division, a dedicated in-house team focused specifically on concrete work, including replacement panels. He stated that this team addresses the issues that the Field Services team cannot manage, particularly areas where panels have been undermined due to root intrusion or other causes.

The proposal presented focused on a specific section of Catbrier Trail, detailing the scope of work to include removal and replacement of damaged panels, as well as the assessment and cutting back of any root systems discovered beneath them. Mr. Neal emphasized that while root systems will inevitably regrow, this method provides a more long-term solution. Mr. Neal recommended a phased approach from a budgeting standpoint to address the issue over time. Following the presentation, the Board voted to table the proposal.

312

I. Discussion of Solicitation of District Management Proposals

313 This item was addressed during Supervisor Requests.

May 29, 2025

314

315 SIXTH ORDER OF BUSINESS **Staff Reports** 316

A. United Land Services Landscaping Report

317 Mr. Lomasney reviewed his monthly report and began by noting that the area 318 experienced drought conditions last month, though not as severe as the previous year. He 319 explained that the lakes were among the hardest-hit areas, largely due to the type of turf in place. 320 While the turf may appear dead, it is actually in a dormant state caused by stress. Testing 321 indicated that the turf is still healthy, and with additional rainfall, it is expected to return to full 322 greenness within the next month, as it did last year.

323 Mr. Lomasney reported that the St. Augustine turf has reached a height of approximately 324 four and a half inches, as reflected in the maintenance square. He confirmed that detailed 325 mowing has now resumed on a weekly schedule.

326 Regarding irrigation, Mr. Lomasney noted that if sidewalks are lifted, it is typically due 327 to root intrusion. He referenced a concern raised by a resident at 3309 Cat Brier who had 328 previously noted that while a tree on the property had been trimmed, irrigation issues remained 329 unresolved. Upon inspection, it was determined that the issue was not directly in front of 3309, 330 but rather at 3356 Cat Brier. As of the date of the meeting, 25 feet of lateral irrigation line had 331 been replaced. Between every 24 and 36 inches, multiple kinks and breaks were found, including 332 a hole roughly the size of a pen, which was causing excessive moisture and limiting water flow 333 beyond that point.

334 Now that those repairs have been completed, the irrigation system at 3309 Cat Brier can 335 be properly assessed. Mr. Lomasney stated that the valve for that address has been located and 336 will be replaced, along with the solenoid, and the system will be flushed out. He confirmed that 337 communication has occurred with both affected homeowners and, once repairs are finalized, the 338 team will notify the residents so they can readjust their sprinkler heads. He explained that the 339 homeowners had previously adjusted their sprinklers to 360-degree coverage, which was 340 unnecessarily watering the street. They were advised to reduce the range, as full coverage was 341 not needed.

342 Finally, Mr. Lomasney provided a forecast of upcoming landscape maintenance, noting 343 that on June 15th all palm trees located at the pool and the west entrance will be trimmed. This 344 includes hurricane pruning of queen palms and cabbage palms at the Five Oaks entrance and the 345 exit area.

- 346
- 347

i. Consideration of South Lake Regrading of Easement Proposal

348 ii. Consideration of Root and Soil Reduction Proposal

349	
	Or MOTION by Mr. Lost sound at her Mr. Challen's with
350	On MOTION by Mr. Leet, seconded by Mr. Chokanis, with
351	all in favor, South Lake Regrading of Easement Proposal
352	and Root and Soil Reduction Proposal were approved.
353	
354	iii. Ratification of Sundrop Tree Removal Proposal
355	iv. Ratification of Tree at Ashley Pool Removal and Replacement Proposal
356	v. Ratification of a Stuck Valve at the Dog Park Proposal
357	vi. Ratification of Dog Park Mainline Repair 4" Proposal
358	
359	On MOTION by Mr. Leet, seconded by Mr. Chokanis, with
360	all in favor, Sundrop Tree Removal Proposal, Tree at Ashley
361	Pool Removal and Replacement Proposal, Stuck Valve at the
362	Dog Park Proposal, Dog Park Mainline Repair 4" Proposal
363	were ratified.
364	
365	B. Field Inspection Report
366	Mr. Pabon reviewed the Field Inspection Report with the Board. Mr. Pabon began by
367	addressing the first item on the report, which involved drainage issues related to the pool drains.
368	He then provided an update on the continued mulching of playgrounds within the District, stating
369	that mulch has been completed at five parks, with two parks still remaining in need of mulch.
370	Mr. Pabon noted that the next project scheduled to begin is addressing the issues at the dog
371	park.
372	Mr. Leet inquired about item 19 concerning a lighting issue. Mr. Pabon explained that
373	matching the brightness of the existing bulb has proven challenging, and he is still in the process
374	of sourcing a specialized replacement bulb.
375	Mr. Chokanis asked about item 17 regarding pressure washing and requested a timeline for
376	the work. Mr. Pabon responded that he has designated a field team specifically for pressure
377	washing, with the task scheduled three days per week.
378	
379	i. Consideration of Inframark Collection and Removal of Leaf Piles Proposals
380	The Board considered the Inframark proposals for collection and removal of leaf piles.
381	Following discussion, the item was tabled for further consideration.
382	
383	Mr. Pabon presented a proposal from SPIES.
384	
385	On MOTION by Mr. Chokanis, seconded by Mr. Leet, with all in
386	favor, the SPIES Proposal was approved.
387	
388	C. District Engineer
389	i. Presentation of Two Quotes Regarding the Community Pool Deck Drainage
390	System
391	(Drains and Pipes Clean Out)
392	ii. Status of the Graden Road Storage Shed
393	iii. 7004 Beargrass Road / Alleyway Pavement Repair
394	iv. 3169 Dark Sky Drive CDD Open Space Impact
395	v. Status of the CDD Maintenance Facility
396	
	11

397	Mr. Hamstra reviewed the agenda items under his section.
398 399 400 401	On MOTION by Mr. Leet, seconded by Ms. Phillips, with all in favor, the APS Proposal was approved.
402	Mr. Hamstra then provided an update on the completion of the shed project. Mr. Hamstra
403	proceeded to discuss the CDD open space impact and concluded with a review of the maintenance
404	facility.
405 406 407 408 409	 D. District Counsel Review of Resolution 2000-10, Support and Legal Defense of the Board Consideration of Resolution 2025-08, Support and Legal Defense of the Board Discussion of Parking Ordinance
410	Mr. Eckert reviewed Resolution 2000-10. Resolution 2000-10 was reviewed and approved
411	with the proposed verbiage.
412	
413	On MOTION by Mr. Leet, seconded by Ms. Phillips, with all in
414 415	favor, resolution 2025-08, setting legal defense policy, was adopted.
416	Mr. Eckert also provided an overview of the parking ordinance and stated that it will be
417	finalized and placed on the next agenda for Board consideration.
418	
419	E. District Manager
420 421	i. Consideration of the Preliminary Budget for Fiscal Year 2026
422 423 424	On MOTION by Mr. Leet, seconded by Mr. Chokanis, with Ms. Williams and Ms. Coronel opposed, the Fiscal Year 2026 Preliminary Budget was approved. (3-2)
425 426 427 428	 Consideration of Resolution 2025-09, Approving Fiscal Year 2026 Preliminary Budget and Setting the Public Hearing
429 430 431 432	On MOTION by Mr. Leet, seconded by Mr. Chokanis, with all in favor, Resolution 2025-09, Approving Fiscal Year 2026 Preliminary Budget and Setting the Public Hearing was adopted as amended to reflect a change to the public hearing date to Tuesday, July 29, 2025.
433 434 435 436	iii. Review of Registered Voters Letter (2,512)iv. Review of the First Quarter Website Audit
437 438	The Board reviewed the registered voters letter and the first quarter website audit.



Harmony CDD

439	SEVENTH ORDER OF BUSINESS Consent Agenda
440	A. Consideration of Minutes from March 27, 2025, Budget Meeting
441	B. Consideration of Minutes from March 27, 2025, Regular Meeting
442	C. Review of Financial Statements
443	D. Acceptance of Check Register #299
444	E. Acceptance of Check Register #300
445	Mr. Eckert provided comments to the March 27, 2025 regular meeting minutes.
446	
447	On MOTION by Mr. Leet, seconded by Mr. Chokanis, with all in
448	favor, the consent agenda was approved as amended for Check
449	Register #300 to exclude Invoice #149058 for \$4,420.83.
450	
451	EIGHTH ORDER OF BUSINESS Supervisor Requests
452	A discussion regarding the solicitation of District management proposals took place.
453	
454	On MOTION by Mr. Leet, seconded by Ms. Coronel, with Mr.
455	Chokanis opposed, to direct District Counsel to prepare an RFP for
456	management services was approved. (4-1)
457	
458	NINTH ORDER OF BUSINESS Adjournment
459	
460	On MOTION by Mr. Leet, seconded by Ms. Williams, with all in
461	favor, the meeting adjourned at 10:58 p.m.
462	
463	
464	
465	Secretary/Assistant Secretary Chairman/Vice Chairman



Please find the attached May 2025 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 May is approximately 88% of the annual budget.
 - Non Ad Valorem Assessment collections are currently at 88%.
 - Garden Lot Includes lease payments for garden lot.
- Total Expenditures through May are at 53% of the annual budget.
 - Administrative
 - P/R-Board of Supervisors Includes payroll for meetings through May 2025.
 - ProfServ-Legal Services Kutak Rock general counsel through May 2025.
 - Insurance General Liability Egis insurance policy paid in Full for FY25.
 - ProfServ-Trustee Fees US Bank series 2014 and 2015 services.
 - Field
 - ProfServ-Field Management Contract with Inframark.
 - Landscaping Services
 - Miscellaneous Services Includes Hurrican Milton clean up, Field overseeding.
 - Utilities
 - Utility-Water & Sewer Services provided by TOHO.
 - Operation & Maintenance
 - R&M-Roads & Alleyways Includes ramp improvements.
 - R&M-Parks & Facilities Various supplies and repairs, including dog waste bags, field staff supplies, water leak repair.

General Fund Reserves

▶ \$422,395 fund balance.

HARMONY

Community Development District

Financial Report

May 31, 2025

Prepared by





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HARMONY

Community Development District

Financial Statements

(Unaudited)

May 31, 2025

Balance Sheet

May 31, 2025

ACCOUNT DESCRIPTION	GEN	IERAL FUND	NERAL FUND	-	ES 2014 DEBT RVICE FUND	-	ES 2015 DEBT	 TOTAL
ASSETS								
Cash - Checking Account	\$	585,809	\$ -	\$	-	\$	-	\$ 585,809
Accounts Receivable		121,575	-		-		-	121,575
Due From Other Funds		-	-		23,148		31,679	54,827
Investments:								
Money Market Account		1,231,069	422,395		-		-	1,653,464
Prepayment Account		-	-		9,885		63,813	73,698
Reserve Fund		-	-		607,313		340,000	947,313
Revenue Fund		-	-		591,982		240,657	832,639
Prepaid Items		54,498	-		-		-	54,498
TOTAL ASSETS	\$	1,992,951	\$ 422,395	\$	1,232,328	\$	676,149	\$ 4,323,823
LIABILITIES								
Accounts Payable	\$	53,369	\$ -	\$	-	\$	-	\$ 53,369
Due To Other Funds		54,827	-		-		-	54,827
TOTAL LIABILITIES		108,196	-		-		-	108,196
FUND BALANCES								
Nonspendable:								
Prepaid Items		54,498	-		-		-	54,498
Restricted for:								
Debt Service		-	-		1,232,328		676,149	1,908,477
Assigned to:								
Operating Reserves		467,801	-		-		-	467,801
Unassigned:		1,362,456	422,395		-		-	1,784,851
TOTAL FUND BALANCES	\$	1,884,755	\$ 422,395	\$	1,232,328	\$	676,149	\$ 4,215,627
TOTAL LIABILITIES & FUND BALANCES	\$	1,992,951	\$ 422,395	\$	1,232,328	\$	676,149	\$ 4,323,823

Statement of Revenues, Expenditures and Changes in Fund Balances

ACCOUNT DESCRIPTION		ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	Y	EAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	
REVENUES							
Interest - Investments	\$	30,000	\$ 20,000	\$	21,451	\$ 1,451	
Interest - Tax Collector	Ŧ	-		•	5,555	5,555	
Special Assmnts- Tax Collector		2,854,048	2,854,048		2,499,993	(354,055)	
Special Assmnts- Discounts		(114,162)	(114,162)	(90,071)	24,091	
Access Cards		1,200	800		610	(190)	
Insurance Reimbursements		-			14,419	14,419	
User Facility Revenue		600	400		-	(400)	
Garden Lot		1,200	800		1,105	305	
TOTAL REVENUES		2,772,886	2,761,886		2,453,062	(308,824)	
EXPENDITURES							
Administration							
P/R-Board of Supervisors		14,000	14,000		5,800	8,200	
FICA Taxes		1,071	1,071		523	548	
ProfServ-Arbitrage Rebate		1,200	600		600	-	
ProfServ-Dissemination Agent		1,500	1,500		2,000	(500)	
ProfServ-Engineering		70,000	46,667		35,353	11,314	
ProfServ-Legal Services		60,000	40,000		50,334	(10,334)	
ProfServ-Mgmt Consulting		73,468	48,979		47,552	1,427	
ProfServ-Property Appraiser		392	392		554	(162)	
ProfServ-Recording Secretary		4,456	2,971		-	2,971	
ProfServ-Special Assessment		9,360	9,360		9,360	-	
ProfServ-Trustee Fees		10,160	6,773		8,737	(1,964)	
Auditing Services		5,000	5,000		4,850	150	
Postage and Freight		1,000	664		165	499	
Rental - Meeting Room		7,500	5,000		2,325	2,675	
Insurance - General Liability		27,000	27,000		26,543	457	
Legal Advertising		1,200	800		477	323	
Misc-Assessment Collection Cost		57,080	57,080		48,273	8,807	
Annual District Filing Fee		175	175		175	-	
Total Administration		344,562	268,032		243,621	24,411	
Field							
ProfServ-Field Management		387,084	258,056		250,540	7,516	
Total Field		387,084	258,056		250,540	7,516	
Landscape Services							
Contracts-Mulch		77,347	51,568		-	51,568	
Contracts-Annuals		14,000	9,336		-	9,336	
Contracts - Landscape		746,392	497,595		478,004	19,591	
R&M-Irrigation		30,000	20,000		16,728	3,272	
R&M-Trees and Trimming		40,000	26,664		18,399	8,265	
Miscellaneous Services		50,000	33,336		31,120	2,216	
Total Landscape Services		957,739	638,499		544,251	94,248	

Statement of Revenues, Expenditures and Changes in Fund Balances

ACCOUNT DESCRIPTION	, 	ANNUAL ADOPTED BUDGET	YE	AR TO DATE BUDGET	YE	AR TO DATE ACTUAL	RIANCE (\$) AV(UNFAV)
<u>Utilities</u>							
Electricity - General		43,000		28,667		23,988	4,679
Electricity - Streetlights		139,000		92,667		82,241	10,426
Utility - Water & Sewer		220,000		146,667		204,072	 (57,405)
Total Utilities		402,000		268,001		310,301	 (42,300)
Operation & Maintenance							
Utility - Refuse Removal		3,500		2,336		2,908	(572)
R&M-Ponds		100,000		66,667		3,588	63,079
R&M-Pools		60,000		40,000		25,320	14,680
R&M-Roads & Alleyways		2,000		1,336		7,200	(5,864)
R&M-Streetlights		10,000		6,667		-	6,667
R&M-Vehicles		15,000		10,000		-	10,000
R&M-Equipment Boats		10,000		6,667		-	6,667
R&M-Parks & Facilities		45,000		30,000		61,685	(31,685)
R&M-Garden Lot		2,000		1,333		369	964
Sidewalk Panel Replacements		20,000		13,333		-	13,333
R&M-Invasive Plant Maintenance		105,000		70,000		-	70,000
Security Enhancements		6,000		4,000		3,743	257
Op Supplies - Fuel, Oil		8,000		5,333		-	5,333
Cap Outlay - Vehicles		15,000		15,000		-	15,000
Reserve - Other		280,000		-		3,969	(3,969)
Total Operation & Maintenance		681,500		272,672		108,782	 163,890
TOTAL EXPENDITURES		2,772,885		1,705,260		1,457,495	247,765
Excess (deficiency) of revenues							
Over (under) expenditures		1		1,056,626		995,567	(61,059)
OTHER FINANCING SOURCES (USES)							
Operating Transfers-Out		(280,000)		(280,000)		(252 100)	(72 100)
		(280,000)		(280,000)		(352,199)	(72,199)
TOTAL FINANCING SOURCES (USES)		(280,000)		(280,000)		(352,199)	(72,199)
Net change in fund balance	\$	(279,999)	\$	776,626	\$	643,368	\$ (133,258)
FUND BALANCE, BEGINNING (OCT 1, 2024)		1,241,387		1,241,387		1,241,387	
FUND BALANCE, ENDING	\$	961,388	\$	2,018,013	\$	1,884,755	

Statement of Revenues, Expenditures and Changes in Fund Balances

ACCOUNT DESCRIPTION	A	ANNUAL DOPTED BUDGET	YEAR TO DATE BUDGET		AR TO DATE ACTUAL	RIANCE (\$) /(UNFAV)
REVENUES						
Interest - Investments	\$	-	\$ -	\$	9,499	\$ 9,499
TOTAL REVENUES		-	-		9,499	9,499
EXPENDITURES						
TOTAL EXPENDITURES		-	-		-	-
Excess (deficiency) of revenues						
Over (under) expenditures		-	 -		9,499	 9,499
OTHER FINANCING SOURCES (USES)						
Interfund Transfer - In		280,000	280,000		352,199	72,199
TOTAL FINANCING SOURCES (USES)		280,000	280,000		352,199	72,199
Net change in fund balance	\$	280,000	\$ 280,000	\$	361,698	\$ 81,698
FUND BALANCE, BEGINNING (OCT 1, 2024)		60,697	60,697		60,697	
FUND BALANCE, ENDING	\$	340,697	\$ 340,697	\$	422,395	

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Statement of Revenues, Expenditures and Changes in Fund Balances

ACCOUNT DESCRIPTION	 ANNUAL ADOPTED BUDGET	YE	AR TO DATE BUDGET	YE	AR TO DATE	VARIANCE (\$) FAV(UNFAV)	
REVENUES							
Interest - Investments	\$ -	\$	-	\$	45,906	\$	45,906
Special Assmnts- Tax Collector	1,202,792		1,202,792		1,044,940		(157,852)
Special Assmnts- Prepayment	-		-		8,788		8,788
Special Assmnts- Discounts	(48,112)		(48,112)		(37,647)		10,465
TOTAL REVENUES	1,154,680		1,154,680		1,061,987		(92,693)
EXPENDITURES							
Administration							
Misc-Assessment Collection Cost	24,056		24,056		20,177		3,879
Total Administration	 24,056		24,056		20,177		3,879
Debt Service							
Principal Debt Retirement	760,000		760,000		755,000		5,000
Principal Prepayments	-		-		65,000		(65,000)
Interest Expense	 383,712		383,712		382,013		1,699
Total Debt Service	 1,143,712		1,143,712		1,202,013		(58,301)
TOTAL EXPENDITURES	1,167,768		1,167,768		1,222,190		(54,422)
Excess (deficiency) of revenues	, - ,		, - ,		, ,		
Over (under) expenditures	 (13,088)		(13,088)		(160,203)		(147,115)
Net change in fund balance	\$ (13,088)	\$	(13,088)	\$	(160,203)	\$	(147,115)
FUND BALANCE, BEGINNING (OCT 1, 2024)	1,392,531		1,392,531		1,392,531		
FUND BALANCE, ENDING	\$ 1,379,443	\$	1,379,443	\$	1,232,328		

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Statement of Revenues, Expenditures and Changes in Fund Balances

ACCOUNT DESCRIPTION	4	ANNUAL ADOPTED BUDGET	AR TO DATE BUDGET	AR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	
REVENUES						
Interest - Investments	\$	-	\$ -	\$ 24,064	\$	24,064
Special Assmnts- Tax Collector		474,957	474,957	455,416		(19,541)
Special Assmnts- Prepayment		-	-	172,925		172,925
Special Assmnts- Discounts		(18,998)	(18,998)	(16,408)		2,590
TOTAL REVENUES		455,959	455,959	635,997		180,038
EXPENDITURES						
Administration						
Misc-Assessment Collection Cost		9,499	9,499	8,794		705
Total Administration		9,499	 9,499	 8,794		705
Debt Service						
Principal Debt Retirement		310,000	310,000	280,000		30,000
Principal Prepayments		-	-	180,000		(180,000)
Interest Expense		253,809	 253,809	 233,922		19,887
Total Debt Service		563,809	 563,809	 693,922		(130,113)
TOTAL EXPENDITURES		573,308	 573,308	702,716		(129,408)
Excess (deficiency) of revenues						
Over (under) expenditures		(117,349)	 (117,349)	 (66,719)		50,630
Net change in fund balance	\$	(117,349)	\$ (117,349)	\$ (66,719)	\$	50,630
FUND BALANCE, BEGINNING (OCT 1, 2024)		742,868	742,868	742,868		
FUND BALANCE, ENDING	\$	625,519	\$ 625,519	\$ 676,149		



HARMONY

Community Development District

Supporting Schedules

May 31, 2025

Non-Ad Valorem Special Assessments Osceola County Tax Collector - Monthly Collection Report For the Fiscal Year Ending September 30, 2025

							Allocation by Fund					
			Discount/	Gross				Series 2014		Series 2015		
Date	Ν	let Amount	(Penalties)		Collection	Amount		General	D	Debt Service	Debt Service	
Received		Received	Amount		Cost	Received		Fund		Fund ⁽¹⁾		Fund ⁽¹⁾
ASSESSMENTS	S LEVI	ED FY 2025				\$ 4,563,219	\$	2,851,755	\$	1,191,968	\$	519,496
Allocation %						100%		62%		26%		11%
11/18/2024	\$	28,616	\$ 1,488	\$	584	\$ 30,689	\$	19,179	\$	8,016	\$	3,494
11/22/2024	\$	277,813	\$ 11,812	\$	5,670	\$ 295,294	\$	184,542	\$	77,134	\$	33,618
12/10/2024	\$	4,263	\$ 52	\$	87	\$ 4,403	\$	2,751	\$	1,150	\$	501
12/11/2024	\$	2,974,160	\$ 126,452	\$	60,697	\$ 3,161,309	\$	1,975,640	\$	825,772	\$	359,897
12/20/2024	\$	68,556	\$ 2,626	\$	1,399	\$ 72,582	\$	45,359	\$	18,959	\$	8,263
1/9/2025	\$	10,873	\$ 222	\$	343	\$ 11,438	\$	7,148	\$	2,988	\$	1,302
1/9/2025	\$	136,433	\$ 4,306	\$	2,784	\$ 143,523	\$	89,694	\$	37,490	\$	16,339
2/10/2025	\$	40,058	\$ 907	\$	818	\$ 41,783	\$	26,112	\$	10,914	\$	4,757
2/10/2025	\$	2,620	\$ 7	\$	53	\$ 2,680	\$	1,675	\$	700	\$	305
3/11/2025	\$	38,799	\$ 400	\$	792	\$ 39,990	\$	24,992	\$	10,446	\$	4,553
3/11/2025	\$	1,903	\$ -	\$	39	\$ 1,942	\$	1,214	\$	507	\$	221
4/9/2025	\$	38,423	\$ -	\$	784	\$ 39,207	\$	24,502	\$	10,241	\$	4,464
4/9/2025	\$	10,277	\$ -	\$	210	\$ 10,487	\$	6,554	\$	2,739	\$	1,194
5/12/2025	\$	142,537	\$ (4,056)	\$	2,909	\$ 141,390	\$	88,361	\$	36,933	\$	16,096
5/12/2025	\$	3,648	\$ (91)	\$	74	\$ 3,631	\$	2,269	\$	949	\$	413
TOTAL	\$	3,778,980	\$ 144,126	\$	77,243	\$ 4,000,350	\$	2,499,993	\$	1,044,940	\$	455,416
Collected in %						87.67%						
TOTAL OUTST		NG				\$ 562,869	\$	351,761	\$	147,028	\$	64,079

Note (1): Variance between budget and assessment levy is due to prepayments received during the budget process.

Cash and Investment Report

May 31, 2025

General Fund						
	Account Name	Bank Name	Investment Type	<u>Maturity</u>	Yield	Balance
	Checking Account- Operating	Bank United	Checking Account	n/a	0.00%	\$585,809
	Money Market Account	Bank United	Money Market Account	n/a	3.99%	\$1,231,069
Reserve Fund]			
	Money Market Account	Bank United	Money Market Account	n/a	3.99%	\$422,395
					Subtotal	\$2,239,273
Debt Service Fu	unds		Т			
	Account Name	<u>Bank Name</u>	Investment Type	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
	Series 2014 Prepayment Fund	US Bank	US Bank Gcts	n/a	4.25%	\$9,885
	Series 2014 Reserve Fund	US Bank	US Bank Gcts	n/a	4.25%	\$607,313
	Series 2014 Revenue Fund	US Bank	US Bank Gcts	n/a	4.25%	\$591,982
	Series 2015 Prepayment Fund	US Bank	US Bank Gcts	n/a	4.25%	\$63,813
	Series 2015 Reserve Fund	US Bank	US Bank Gcts	n/a	4.25%	\$340,000
	Series 2015 Revenue Fund	US Bank	US Bank Gcts	n/a	4.25%	\$240,657
					Subtotal	\$1,853,650
					Total	\$4,092,923



HARMONY COMMUNITY DEVELOPMENT DISTRICT Invoice Report

INVOICE APPROVAL # 301 Date: 6/16/2025

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Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount	Total
CHARTER COMMUNICATIONS - ACH	199751802825 1997500050625	R R	120.00 133.98	
		Vendor Total		\$253.98
ELAN FINANCIAL SERVICES	042325-01777	R	5,254.06	
		Vendor Total		\$5,254.06
FAR OUT SOLUTIONS LLC	124657	R	51.80	
		Vendor Total		\$51.80
FEDEX	8-727-45577 8-760-87998 8-787-48920	R R R	20.51 15.91 37.58	
		Vendor Total		\$74.00
INFRAMARK	149087	R	37,261.50	
		Vendor Total		\$37,261.50
KUTAK ROCK LLP	3567746	R	6,466.00	
		Vendor Total		\$6,466.00
LLS TAX SOLUTIONS	3729	R	600.00	
		Vendor Total		\$600.00
ORLANDO UTILITIES COMMISSION	52925	R	12,807.45	
		Vendor Total		\$12,807.45
OSCEOLA NEWS-GEZETTE	F7BA084D-0095	R	59.71	
USCEDER NEWS-GEZETTE	17BA004D-0093	Vendor Total	55.71	\$59.71
SPIES COMMERCIAL POOL EXPERTS	316996	R	267.00	
	317265	R	760.00	
	318090	R Vendor Total	335.00	\$1,362.00
				ψ1,002.00
TOHO WATER AUTHORITY - ACH	061625-8389	R	25,028.41	
		Vendor Total		\$25,028.41



HARMONY COMMUNITY DEVELOPMENT DISTRICT Invoice Report

INVOICE APPROVAL # 301 Date: 6/16/2025

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Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount	Total
UNITED LAND SERVICES	151704	R	3,500.00	
		Vendor Total		\$3,500.00
US BANK	7764815	R	5,789.66	
		Vendor Total		\$5,789.66
WASTE CONNECTIONS OF FLORIDA	1546284W460	R	426.54	
		Vendor Total		\$426.54
WIND RIVER ENVIRONMENT LLC	6822875	R	522.20	
	6822665	R	181.28	
		Vendor Total		\$703.48

Total Invoices \$ 99,638.59