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September 26, 2017

**Via Email and U.S. Mail**

mark.svozil@davey.com

Mark Svozil, Senior Vice President  
The Davey Expert Tree Company  
1500 N. Mantua St.  
Kent, Ohio 44240

RE: Final Payment for Unpaid Invoices

Dear Mr. Svozil:

We are writing this letter to you on behalf of our Client, the Harmony Community Development District (the "District"). As you are aware, The Davey Expert Tree Company ("Davey") has terminated its 2016-2017 landscape maintenance contract with the District.

Davey has sent the District a total of thirteen (13) invoices upon which it is requesting payment.

Davey has subsequently acknowledged that three (3) of those invoices for August maintenance services (911575020, 911575021, & 911575339) were billed in error. Those invoices will not be paid.

There are three (3) invoices (909721510, 909753213, & 909721509) that were provided to the District as open invoices that are addressed to Harmony Development Co. for work requested by and performed for Harmony Development Co., and not the District. Accordingly, these invoices will not be paid by the District.

An invoice dated August 22, 2017 (911639244) details landscape planting work that is unknown to the District. The invoice also states that the work was performed on August 17, 2017, which was after Davey's termination of the landscape contract and after Davey's work in the District ended. Accordingly, this invoice will not be paid.

A final "true up" invoice dated September 1, 2017 (911682454) was provided, which purports to charge the District an additional \$58,789.50 for services performed under the monthly maintenance contract. The District disputes that it owes anything above and beyond the contracted monthly amount for landscape maintenance services performed pursuant to the contract. Additionally, to the extent Davey claims that it performed additional mowing services beyond what was scheduled in the contract, the provision of these additional services and cost for the same was not agreed to in writing as required by Section 5(B) of the contract. Accordingly, this invoice will not be paid.

This leaves five (5) outstanding invoices (910548189, 910908124, 911468499, 911468500, & 911468837), which total \$35,772.23. Considering the credit memo (910977168) issued in the amount of (490.00) on March 10, 2017, the District owes Davey \$35,282.23.

The contract states: "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 the Agreement, subject to whatever claims or offsets the District may have against the Contractor." See Attached Contract § 12. To date, the District has determined that it has claims and offsets against Davey in the total amount of \$81,749.90 for missed maintenance services and landscape items that must be fixed by a new contractor. See Attached Punch List and Servello Quotes.

Because the total amount of offsets and claims that the District has against Davey exceeds the amount that the District owes Davey on the outstanding invoices, the District will not be remitting a payment.

Furthermore, the balance owed to the District by Davey after setting off the District's outstanding invoices is \$46,467.67. Please remit this amount immediately. Once the District receives this amount, the District will consider all claims and offsets it has against Davey resolved.

Sincerely,



Timothy R. Qualls, Esq.  
Young Qualls, P.A.  
*District Counsel*

TRQ/srt

cc: Harmony Community Development District Board of Supervisors