

**HARMONY
COMMUNITY DEVELOPMENT DISTRICT**

**OCTOBER 29, 2020
REGULAR MEETING AGENDA PACKAGE**

Meeting ID: 830 8872 7617
Meeting URL: <https://us02web.zoom.us/j/83088727617>
Call-In Number: (929) 205-6099
Access Pass Code: 144698



Harmony Community Development District

Steve Berube, Chairman
Bill Bokunic, Vice Chairman
Kerul Kassel, Assistant Secretary
David Farnsworth, Assistant Secretary
Mike Scarborough, Assistant Secretary



Kristen Suit, District Manager
Steve Boyd, PE District Engineer
Timothy Qualls, Esq District Counsel
Gerhard van der Snel, Field Manager

October 22, 2020

Board of Supervisors
Harmony Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Harmony Community Development District will be held on Thursday, October 29, 2020 at 6:00 pm via **Zoom Video Communications** under Florida Executive Order 20-69. **Meeting ID: 830 8872 7617**

Meeting URL: <https://us02web.zoom.us/j/83088727617>

Call-In Number: (929) 205-6099

Access Pass Code: 144698

Following is the advance agenda for the meeting:

- 1. Roll Call
- 2. Audience Comments (10 minutes)
- 3. Organizational Matters (5 minutes)
 - A. Resolution 2021-01 – Recognizing Mr. Bill Bokunic
 - B. Resolution 2021-02 – Recognizing Mr. David Farnsworth
- 4. Approval of Minutes for: (5 minutes)
 - A. September 24, 2020 – Regular Monthly Meeting
- 5. Subcontractors’ Reports
 - A. Servello Landscape Solutions (10 minutes)
 - i. Grounds Maintenance Status
- 6. Storm Drain Pipe Failure Update (15 minutes)
- 7. Staff Reports
 - A. District Engineer (10 minutes)
 - i. Consideration of Updated District Maps
 - ii. Consideration of Johnston’s Surveying Proposal
 - B. District Counsel (20 minutes)
 - i. Consideration of Meeting Location Agreement
 - ii. Consideration of Website Maintenance Agreement
 - iii. Update on Brownie’s® Septic & Plumbing Invoices
 - iv. Update on Fusilier Irrigation Infringement Litigation
 - v. Update on "The Lakes" Deeds of Dedication
 - vi. Consideration of Solicitation Policy
 - C. Field Manager (10 minutes)
 - i. Facilities Maintenance (*Parks, Pools, Docks, Boats, etc.*)
 - ii. Facility Use Records (*Inclusive - Boats & Other*)
 - iii. Resident Submittals (*Facebook & Direct*)
 - iv. Pond Maintenance (*Chart & Map*)
 - v. Wetlands Report (*Chart & Map*)
- 8. District Manager’s Report (15 minutes)
 - A. Financial Statements for September 30, 2020
 - B. Approval of: #246 Invoices, Check Register, & Debit Purchases
(*Invoices and Debit Receipts Available Upon Request*)
 - C. Resolution 2021-03 – Amendment of FY 2020 Budget
 - D. Consideration of Motion Assigning Fund Balance
 - E. Facilities Usage Applications
- 9. Business Discussions (15 minutes)
 - A. Seeking Usage Suggestions for Parcel VC-1
 - i. Draft of Proposed Resident Survey Questionnaire
 - B. Install Playground Equipment In Area Next to New Dog Park
- 10. Supervisors’ Requests (5 minutes)
- 11. Adjournment

Time Allocation: (120 minutes)

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

Sincerely,
Kristen Suit

Kristen Suit
District Manager

District Office:
313 Campus Street
Celebration, FL 34747
407-566-1935

www.harmonycdd.org

Meeting Location:
Grace Community Church
5501 E Irlo Bronson Memorial Hwy
St. Cloud, FL 34771

Third Order of Business

3A.

Resolution 2021-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
HARMONY COMMUNITY DEVELOPMENT DISTRICT RECOGNIZING
THE CONTRIBUTIONS OF BILL BOKUNIC**

WHEREAS, the Harmony Community Development District (“District”) is a special-purpose District created by law and established by Osceola County, pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the District is a special-purpose local government, charged with the sole duty and responsibility of managing the works of the District, including designing, financing, constructing, and operating capital infrastructure to support Harmony, a planned community in Osceola County, Florida; and

WHEREAS, the major function of the District was and is the pin-pointed, focused management of the works of the District, including recreational facilities, alleyways, parks, sidewalks and landscaping; and

WHEREAS, Bill Bokunic demonstrated a dedication and devotion to preserving and protecting the interests of the District, and assuring the aforesaid infrastructure systems be managed to the highest standards in a timely and economical way; and

WHEREAS, Bill Bokunic’ leadership, creativity, guidance, and efforts constitute a substantial contribution to the continued outstanding success of the Harmony community; and

WHEREAS, Mr. Bokunic further provided leadership, wisdom, and direction in serving on the Board of Supervisors since November 2016,

WHEREAS, the Board finds it fitting and proper that official recognition be given to Mr. Bokunic for his many achievements and his dedication to the Harmony community;

NOW, THEREFORE, BE IT RESOLVED, that the members of the Board of Supervisors of the Harmony Community Development District, for and on behalf of themselves and on behalf of the District, express their appreciation and gratitude to Mr. Bokunic for his efforts and contributions to the ongoing success of the Harmony community.

UNANIMOUSLY APPROVED and EXECUTED this 29th day of October, 2020.

Steve Berube

Kerul Kassel

David Farnsworth

Mike Scarborough

Kristen Suit

3B.

Resolution 2021-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
HARMONY COMMUNITY DEVELOPMENT DISTRICT RECOGNIZING
THE CONTRIBUTIONS OF DAVID FARNSWORTH**

WHEREAS, the Harmony Community Development District (“District”) is a special-purpose District created by law and established by Osceola County, pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the District is a special-purpose local government, charged with the sole duty and responsibility of managing the works of the District, including designing, financing, constructing, and operating capital infrastructure to support Harmony, a planned community in Osceola County, Florida; and

WHEREAS, the major function of the District was and is the pin-pointed, focused management of the works of the District, including recreational facilities, alleyways, parks, sidewalks and landscaping; and

WHEREAS, David Farnsworth demonstrated a dedication and devotion to preserving and protecting the interests of the District, and assuring the aforesaid infrastructure systems be managed to the highest standards in a timely and economical way; and

WHEREAS, David Farnsworth energy, leadership, creativity, guidance, counsel, and efforts constitute a substantial contribution to the continued outstanding success of the Harmony community; and

WHEREAS, Mr. Farnsworth further provided leadership, wisdom, and direction in serving on the Board of Supervisors since November 2012,

WHEREAS, the Board finds it fitting and proper that official recognition be given to Mr. Farnsworth for his many achievements and his dedication to the country, the Harmony community; and Harmony website.

NOW, THEREFORE, BE IT RESOLVED, that the members of the Board of Supervisors of the Harmony Community Development District, for and on behalf of themselves and on behalf of the District, express their appreciation and gratitude to Mr. Farnsworth for his efforts and contributions to the ongoing success of the Harmony community.

UNANIMOUSLY APPROVED and EXECUTED this 29th day of October, 2020.

 Steve Berube

 Kerul Kassel

 Bill Bokunic

 Mike Scarborough

 Kristen Suit

Fourth Order of Business

4A.

MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, September 24, 2020, at 6:00 p.m. via virtual teleconferencing using WebX.

Present and constituting a quorum were:

Steve Berube
Bill Bokunic
Kerul Kassel
David Farnsworth
Mike Scarborough

Chairman
Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Kristen Suit
Tim Qualls
Tristan LaNasa
Steve Boyd
Gerhard van der Snel
Scott Feliciano
Pete Betancourt
Residents and Members of the Public

District Manager: Inframark
District Attorney: Young Qualls, P.A.
Young Qualls, P.A.
District Engineer
Field Services Manager
Servello
Servello

The following is a summary of the discussions and actions taken at the September 24, 2020 Harmony CDD Board of Supervisors meeting.

FIRST ORDER OF BUSINESS

Roll Call

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

Roll was called and the record will reflect a quorum.

SECOND ORDER OF BUSINESS

Audience Comments

Ms. Kramer addressed the VC-1 usage noting she would not encourage a working vegetable garden, but a flower garden or English garden would be pretty.

Supv Berube outlined a vegetable garden which is alongside a road at Lake Nona in Laurette Park.

THIRD ORDER OF BUSINESS

Approval of the Minutes

A. August 27, 2020 - Regular Monthly Meeting Minutes

Ms. Suit noted edits were received from Supervisor Kassel's. The minutes have been updated.

On MOTION by Supv Kassel seconded by Supv Bokunic, with all in favor, the August 27 regular meeting minutes, as amended, were approved. (5-0)

FOURTH ORDER OF BUSINESS

Subcontractors' Reports

A. Servello

i. Grounds Maintenance Status (*Work Chart*)

Mr. Servello reported they have had a hiccup with the trees. They were there all week trimming trees. They have had five who have tested positive for COVID-19 on the arbor crew. The arbor foreman should be back at the beginning of the week.

Supv Berube noted a few months back he requested they replace some sod in front of the tree rings in front of Cat Brier. It was done, but all of the sod installed has died. Mr. Betancourt said he would pull it out, which has not happened, and they have not heard anything about a plan for replacement.

Mr. Feliciano noted in a lot of those areas the sod is not going to grow due to the tree roots and too much shade. In those areas he would like to install Liriope grass. It provides a different look and nice plantings around it. It will give the desired look coming down the boulevard plus cover the bare areas.

Supv Berube noted it sounds like a reasonable plan. If they will send some pictures to Mr. van der Snel, if he likes it, he will bring it to the Board.

Mr. van der Snel noted he does not have any comments. He is satisfied; they are working hard. He does not have any concerns.

FIFTH ORDER OF BUSINESS

Storm Drain Pipe Failure Update

Supv Berube addressed the storm drain pipe failure noting there has been a lot of movement on it this week. The storm pipe is in the ground and reconnected. The hole has been filled and the area graded. There is still some construction equipment onsite that will be removed. The bad news is they were still having legal discussions with District Counsel and Brownie's. They have gone over the contracted amount and the overage is still subject to discussion. The problem being the contract calls for written change orders to be approved by the District Manager which they did not get. Now they have to have negotiations with District Counsel and Brownie's as to where they are going to end up money-wise. There will be further discussion next month.

Supv Kassel inquired if they know the overage amount?

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Supv Berube noted as of where they are now, Brownie's says the total project is worth \$122,000.00. To grade, sod and blend it all in they say it will be \$150,000.00 in total. The numbers are very high, higher than anticipated rental cost because they projected forward for rental days, by filling in the hole they also did not fulfill the contract properly and it has to be checked for proper density of the soil compaction in the hole. If that needs to be fixed it will change things. The problem is they have not had enough time to figure out, it has been a live job this week with fast progress and many changes as it went. Supv Berube, the District Manager, District Counsel, and the District Engineer have been going back and forth all week with the changing situation. This is what they know right now, they anticipate it will double the contract costs and have spent 2/3 of the way there without any authorization from the District and they are having that discussion now. The good news is the job is mostly finished; the specific job of fixing the broken drain pipe and sealing it in is done and water will flow the way it should be. The rest of the details are still to be worked out.

Supv Farnsworth inquired if there was a not to exceed of \$75,000.00.

Supv Berube noted they did, and they blew right by it. The first they heard of it was Monday afternoon when they were provided a change order for \$75,000.00. He inquired if Mr. Qualls had anything to add.

Mr. Qualls noted he has not been onsite and would like to speak with Mr. Boyd. The contract used the typical language that any change order has to be approved in writing. He understands Brownie's did some damage, he needs some specifics so he can send them a letter to try to bring some closure to it and direction from the Board on how to proceed.

Ms. Suit noted to date Brownie's has been paid \$30,170.00.

Supv Berube noted the initial contract was \$51,070.00. They paid a little less than 50% down, paying \$25,000.00 on the second contract that was a total of \$57,000.00. Total money on contracted work of \$63,000.00.

Mr. Qualls inquired if the job is done to the District Engineer's standards at this point where they could pay the remaining amount agreed to under the contract or would it be premature?

Ms. Suit noted they have not received an invoice.

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Mr. Boyd noted his concern at this point is they backfilled it very quickly which means to him it was not compacted in layers. His recommendation is they will need some geotechnical engineering to do some SPT borings. If they find it is too loose then they may be in a situation of having to enforce Brownie's or bring somebody else in to re-excavate and re-compact the area for long term stability of the pipe. The good news is it is not an area that has heavy loads on it, although the weight of the earth itself is a load and if it is not sufficiently compacted there could be problems down the road. He is recommending they test the density and they need verification that they pulled the plugs on each end.

Supv Berube noted he knows they have not pulled the plugs as he saw the rope hanging out of the manhole today. To his knowledge the driver has not been back today. There are a lot of moving pieces and they will have to handle them one at a time.

Mr. Qualls noted they should keep him posted and give him direction on what they need to do and when.

Supv Berube noted Brownie's has not left the job site yet, he does not know what else they are going to do. They will let them finish what they are going to do at this point, see where that ends up and once they know that they will put their heads together and decide what the next step is.

SIXTH ORDER OF BUSINESS

Staff Reports

A. District Engineer

i. Discussion and Consideration of Updated Maps

Mr. Boyd reported he sent Mr. Farnsworth the updated maps earlier today with the second pond and Neighborhood O. At some point, someone graphically enhanced the map and renumbered the ponds and he does not have that file to do that. If they will send him the file, he can do the numbering. Neighborhood O is 44 and should be 44A and 44B as it is an extension of the Neighborhood O pond and share the same outfall.

Supv Farnsworth addressed the numbers noting the larger numbers are used by Field Services for maintenance.

Mr. van der Snel noted they will add a number to the map and include it in the report.

ii. Easement Request

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Mr. Boyd reviewed the easement request from Harmony Central for the neighborhood being built. It is outside of the Harmony boundaries, but they will be extending water, sewer and reclaimed waterline parallel to but south of the gas easement on the southside near the garden area. Most is developer owned and they will be obtaining an easement from the developer, at the west end where the gas easement intersects Five Oaks Drive there is CDD property. The last exhibit shows the extent of the easement they are requesting from the CDD. The retains ownership of the property and the right to use it other than building something that would interfere with the utility lines, from a practical standpoint there is no use for the property that he can envision. The grantee, the developer, will be responsible for any maintenance to the lines required. The lines will be dedicated to TOHO and they will become the maintenance entity once the development is completed. He noted there was a request to ask the grantee to regrade the access road and he thinks it is a suitable request in exchange for granting the easement.

Supv Berube noted his thought was they will be working along the length of the road.

Mr. Boyd noted the developer is responsible for obtaining permissions from the gas company for any work they are doing adjacent to the line or if they are going to be driving on the line.

Supv Berube addressed his thought on having them grade the access road noting he thought it was a reasonable request to ask to regrade and compact the entire road. What is the next step if it is approved?

Ms. Suit noted he has been calling her to follow-up to find out when it was going to be addressed. She has told him several times it would be tonight.

Supv Berube inquired if there is anything in the easement request that is unusual; he did not see anything.

Mr. Boyd noted if you want to make the regarding request that would be the only additional condition to put on the easement.

Ms. Suit noted she told him about when she spoke with him yesterday and he did not see it as a problem. She can let him know if the Board approves, but what documentation do they need.

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Mr. Boyd noted they will send them the request of what they want them to do on the road, have them add it to the easement and then it can be signed.

Supv Kassel inquired if that would include some kind of specs about the road.

Mr. Boyd noted they would attach a specification of some sort for regrading without bringing in new material. He has not had a lot of experience with regrading an unpaved road, so he will do some research and come up with a specification.

Ms. Suit inquired if the easement documents will be sent to Mr. Boyd.

Mr. Boyd noted it will need to be signed by the District and the applicant.

Ms. Suit noted she is not going to understand all the language and wants to be sure someone is reviewing it.

Mr. Boyd noted both Mr. Qualls and he will need to review it.

On MOTION by Supv Berube seconded by Supv Farnsworth, with all in favor, the easement request from Harmony Central subject to approval of easement documents after review by District Counsel and the District Engineer and adding that Harmony Central regrade and recompact the road from beginning to end, was approved.
(5-0)

B. District Attorney

Supv Berube reported two additional ethic complaints have been filed against him by Ms. Ash-Mower and Ms. Nancy Snyder. The Commission on Ethics has dismissed all three complaints filed.

Mr. Qualls noted they provided their report and hopefully everyone had a chance to review it. He would be happy to go through it or take any questions.

Hearing no questions or comments, the next item followed.

i. Brownies Drain Replacement Agreement

Previously addressed.

ii. Update on CDD's Irrigation System Infringement

Mr. Qualls noted it is addressed in the General Counsel report.

Supv Kassel inquired if he had any response to the letter written in early September.

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Mr. Qualls noted he has not. Supervisor Bokunic had a conversation with Mr. Fusilier. He reached out to Mr. Fusilier's counsel and asked that the conversation be reduced to writing and he has not received anything on that.

Supv Kassel inquired if Supervisor Bokunic can share the outcome of the conversation.

Supv Bokunic inquired if he is okay to discuss.

Mr. Qualls noted he is. The reason they asked for it in writing is any sort of offer in order to be legitimate has to be reduced to writing. Technically speaking, until it is reduced to writing it is not a settlement offer.

Supv Bokunic reported on his conversation with Mr. Fusilier noting he seemed agreeable to working some things out with the District in exchange for taking care of some of his stuff. He agreed to drop the lawsuit and wants an apology from Supervisor Berube. He asked that they have Mr. Qualls write it up and now they are waiting for a response.

Supv Kassel noted she appreciates Supervisor Bokunic's efforts.

Ms. Suit noted they do not yet have the terms.

Supv Bokunic noted they have the terms and put them in writing.

Mr. Qualls noted no, I called Mr. Marks and said I understand a discussion took place and here is how I understood the discussion. Please confirm with your client and if this is accurate please provide that in writing. This is standard and how a settlement negotiation process would work. Under Florida Statute it has to be reduced to writing. You did an excellent job and I think I accurately conveyed what you provided to me and now that next step just needs to be taken. If the next step was taken, we would probably advertise to have a shade meeting. You want to be careful when you are discussing a settlement. The process only officially begins when something is received in writing which to date, they have not received, not only in terms of a settlement, but they have not received anything in writing suggesting why Harmony Retail believes or some documentation that would indicate there is some proof of ownership of the irrigation system itself. The District submitted easements, it is all included in the agenda package, and they have not received a response to that. It could be for a variety of reasons and he would not read anything into silence but that is where they are procedurally. Everything sent to the other party they have in the agenda package.

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Supv Farnsworth inquired if this means they are still shut out of controlling the meters and flow of water and so forth to irrigate our land.

Mr. van der Snel noted that is correct.

Supv Farnsworth noted they cannot even irrigate their own property.

Mr. van der Snel noted on this particular clock.

Supv Farnsworth noted there are two boxes there.

Mr. van der Snel noted there are actually three boxes they do not have access to right now. They are only use two of the boxes, but they do not have access.

Supv Farnsworth inquired since they do not have access has Mr. Fusilier hooked back up his line, so they are now watering his property again.

Mr. van der Snel noted one main line has been shutoff. The water bill shows the area is not being irrigated. He has not had the chance to irrigate the boxes as he does not have permission.

Supv Farnsworth noted if they know when the watering cycle is they could check whether it is being watered.

Mr. van der Snel noted Maxicom takes over the entire system, but if he puts it on off of Maxicom he has control over the boxes.

Supv Berube noted they have discussed it for the last two months.

Supv Farnsworth noted he thought the deadline had taken care of this and now the deadline has gone by twice.

Supv Berube noted they did last month, and Supervisor Bokunic stepped up to say he would talk to Mr. Fusilier to see if we can reach some sort of agreement. They had the conversation, Counsel tried to reduce it to writing and make sure this is the real thing and no response. Supv Berube reiterated the conversation of last month noting they are trying to undo whatever is going on.

Supv Scarborough noted it is an ongoing trend and he cannot figure why they, month-after-month, continue to kick the ball down the road. At some point they have to stop the bleeding and with this entity they just continue putting band-aids and nothing ever gets resolved.

Supv Farnsworth inquired if it has come the time to seek injunctive relief or eminent domain or something to get this settled and behind them.

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Supv Scarborough noted this is what he is thinking, it is now month number three. At what point do they decide they have to take control of for their responsible entities of the CDD property.

Supv Farnsworth noted he was posing the legal options to District Counsel.

Supv Berube inquired if they should go on property to cut the boxes open and take control back or do, they do what has been suggested and get injunctive relief which will take even more time and cost more money.

Mr. Qualls noted his understanding is vegetation is not dying and they can still control everything through the Maxicom system, he is reluctant to advise, even though they have a right, it is a sticky wicket. Unless vegetation is dying or the public is losing money or assets at this point, I would not advise cutting the locks off. Going to court is an avenue they have, but it will not be fast. He cannot make the decision for the Board.

Supv Scarborough noted while the system is controlled by Maxicom, they cannot do the ongoing maintenance of the system. Things break and get clogged and you cannot let that go on for very long especially with the reclaimed water system they have. You need to have the remote access at the standalone clocks to perform the maintenance on the different zones.

Supv Bokunic noted Mr. Fusilier told him if they want access they just have to ask.

Supv Kassel noted there is nothing to prevent him from putting new padlocks on if they are cut off.

Supv Scarborough noted he is not for asking permission to work on his own property.

Supv Berube noted here they go another month without resolution, but if they are going to ask, if that is what he said, then go ahead and ask. However, let them back up to a point District Counsel made or asked. Do they have vegetation of any kind – plants, bushes, grass, anything that needs to be watered – that is not being watered now and an estimate of how much is not being watered because they do not have control of the clocks.

Mr. van der Snel noted with the weather there is not a problem with any damage occurring. Clock 1 has four zones on the east side and Clock 3 covers the entire side where the tunnel is, the outside horseshoe of Ashley Park and the fence line. There are

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eight zones that cover St. Augustine grass, the other zones cover Bahia grass. He is no concerned about the Bahia because it will green again, however, the entire strip on Sebastian bridge, the tunnel side, and the little strip on Clay Brick will not be watered. That little strip needs water to survive.

Supv Berube noted if they do not have the rainfall, they will have grass that will wither away and/or die.

Mr. van der Snel noted if the Maxicom system is shut off that would be the case, however, it still runs right now.

Supv Kassel noted it is running so why do they need to cut padlocks.

Mr. van der Snel noted you have to do maintenance. If one of the fuses in those boxes goes the entire system is down on that clock.

Supv Kassel noted if Mr. Fusilier is only asking that they make a request as a body to have the padlocks removed, she does not see why they cannot just make the request.

Supv Bokunic noted that is not what he thinks he said, the way he took it was he did not say he would remove the padlocks he said to request when they want access so he might open them up for that duration or something.

Mr. van der Snel noted someone from Mr. Fusilier's maintenance crew has to be with them to do maintenance.

Supv Kassel noted they are not paying them only their own field services.

Supv Bokunic noted he sees where some of the Board wants to go but he does not think they need to be provocative on this yet.

Mr. van der Snel noted they can give it a try and ask to see what happens.

Supv Berube noted they had not heard the piece about asking for access. The request would be to have reasonable access and see what happens.

iii. Review of Memo re: District Solicitation Policy

Supv Berube noted there was an add today from Supervisor Farnsworth regarding some changes. He requested Supervisor Farnsworth address his concerns with Mr. Qualls wrote and his suggested changes.

Supv Farnsworth noted what he submitted as an alternative is an industry standard template that was customized for Harmony. It was intended to augment or supplement

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the item he designated in the Employee Policy Manual. Item H has a brief statement regarding solicitation and distributions, and this merely clarifies and expands it making it formalized, in his opinion better than the version District Counsel put together. The one he put together was very narrow in scope.

Supv Berube noted with the email coming out today he did not have time to read the suggested changes.

Ms. Suit noted it was in the package last month, it was missed in this month's package and was resent today.

Supv Kassel noted the CDD property is essentially public property and this policy prohibits requesting support for political candidates.

Supv Farnsworth noted is on CDD property, it has nothing to do with private property.

Mr. Qualls noted years ago the CDD adopted a policy regarding no political signs on CDD property.

Supv Berube requested they table to next month if everyone is okay with it.

To be placed in the October agenda package.

Mr. Qualls noted congratulations is in order for the Board with the three ethics complaints being dismissed. He thinks it is a good thing. He takes a lot of pride in the Harmony CDD, in his opinion it is the best in the State, it has been above reproach since the day it was put together; it is surviving attacks, and these were thrown out. It is a strong indication of how they are operating, it is good for their reputation and what they are doing. It is something to be proud of and to keep operating like they are operating in the Sunshine. They are not all going to agree on things, but the fact that they come together and continue to serve their community well and do it in the right way, this is a testament to that. He commends all of them for it.

Supv Berube noted they appreciate his guidance and sometimes get a little at odds with him, and perhaps a little testy because they do not always like what they hear, however, his guidance is usually adhered to and again they appreciate him being there month after month and during the month for all as needed. He thinks his counsel is well grounded and if he had other thoughts, he would certainly tell him. He appreciates him and is sure the rest of the Board does.

C. Field Manager

Supv Berube noted page 142 is George, he is carrying a big hunk of wood that is also known as roots. This is what they are pulling out from under the sidewalks. It is a significant amount of work to remove these from every sidewalk panel replacement. He noted a resident was kind enough to donate a chainsaw to the CDD today. Slowly but surely the sidewalks are getting done and will be an ongoing project.

Ms. Suit noted Mr. van der Snel can start sending her the next batch of receipts to get to \$10,000.00 because they are now in the next fiscal year and can be reimbursed \$5,000.00 on the first \$10,000.00.

- i. Facilities Maintenance (Parks, Pools, Docks, Boats, etc.)**
- ii. Facility Use Records (Inclusive – Boats & Other)**
- iii. Resident Submittals (Facebook & Direct)**
- iv. Pond Maintenance (Chart & Map)**
- v. Wetlands Report (Chart & Map)**

Mr. van der Snel noted his reports were in the package and inquired if there were any questions or concerns.

Mr. van der Snel requested two more phases for the sidewalk repairs starting in October and the second will be in November.

Supv Berube noted as they have done before it is 800 square feet at \$12.00 per square foot which totals \$9,600.00 per phase.

Ms. Suit noted it would be easier if it were in one invoice for the reimbursement.

On MOTION by Supv Berube seconded by Supv Farnsworth, with all in favor, sidewalk panel replacements in an amount not to exceed \$19,200.00 was approved. (5-0)

vi. Discussion of Irrigation Meters – East Lake HOA and Ashley Park HOA

Supv Berube addressed the property ownership with regard to what they are maintaining, and it was found there are three areas around Ashley Park owned by the Ashley Park Townhome Association but are being watered and maintained by the CDD. The policy is and has been that they do not maintain others property. Mark, the Association Manager, came to Mr. van der Snel and Supv Berube to say we have some property lines at the east end of East Five Oaks Drive there is some property being watered by that Association and the CDD on one meter and by the Association and CDD

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on the CDD meter. Mark and Mr. van der Snel met several times to try to figure out a way to separate out the meters and property, swap meters, there is no easy way of doing it. He outlined the irrigation system installed by Sun Terra and during the dedication of property to the CDD by Sun Terra pieces of the CDD got on their meter and their property on the CDD meter. The easiest way to solve this is to have the property owners deed those lands to the CDD.

Supv Kassel addressed owning the property noting in addition to paying to irrigate they will be paying to maintain it.

Supv Berube noted for Ashley Park the CDD is maintaining and watering.

Mr. van der Snel noted the CDD owns the berms in front of East Lakes, on the side where Mr. Fusilier put the fence that berm is the HOA's. There are two zones in this area that the CDD is watering but is not theirs. The rest is on one meter that is in the HOA name. They swapped the wrong meters. For the landscaping they are maintaining only the front side on Five Oaks.

Supv Kassel noted if they donate those lands to the CDD they are adding the maintenance costs.

Mr. van der Snel noted it is the area along the fence from the access to Cat Lake.

Supv Berube inquired how large an area.

Mr. van der Snel noted he thinks it would add about \$5,000.00 per year with Servello.

Ms. Suit noted she thought when the berm was being completed it was that the CDD would maintain it and the HOA would irrigate it.

Supv Berube noted they have a separate berm maintenance agreement. This is a different area.

The cost for Servello maintenance is about \$5,000.00 per acre which is 44,000 square feet.

Supv Farnworth noted it is two different HOA's involved. He has questions on the Ashley Park one wanting to split the cost of the meter.

Ms. Suit noted the meter is The Lakes HOA.

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Supv Berube noted they are both managed by Association Solutions. Ashley Park is all being paid by the CDD. There are no meters at Ashley Park, they are The Lakes. For Ashley Park they are paying to maintain three different parcels they do not own.

Supv Kassel inquired if Ashley Park and The Lakes want to donate the land to the CDD.

Supv Berube noted Mr. Hill surveyed both HOA Boards and is 99% positive that they will be willing to donate the land to the CDD. The Lakes will require an ownership vote. For Ashley Park HOA the Board can make the decision.

Supv Farnsworth noted if it comes about and these are donated to the CDD, the question of the meter goes away because they would automatically pick it up.

Supv Berube noted that is correct.

Supv Bokunic noted he owns a townhouse, so he has a conflict here. He has been asked to join the HOA so he will be voting on something that may potentially benefit him.

Ms. Suit noted there would be no benefit.

Supv Berube noted there would be benefit to either the CDD or the townhomes because the townhomes are not paying anything to maintain the property, the CDD is and has been. The only thing that would be changing is ownership of the land at the townhomes.

Supv Kassel inquired why they would not just ask them to take over the maintenance and irrigation of the land they own.

Supv Berube noted he is not sure they can easily separate out the irrigation.

Mr. van der Snel noted they have been maintaining it for 20 years and they just found it is not in the CDD's name.

Supv Kassel suggested asking Ashley Park to pay for the irrigation, mowing and landscaping.

Supv Farnsworth noted that would only apply if they do not donate the property. If they do not the CDD would be justified in making that request.

Supv Berube noted that also works while everyone is friendly and all involved know the situation, but what happens when all the personnel involved changes. It has to be clean because things change down the roads with personnel and Boards and nobody remembers what happened and why it is being done.

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Supv Bokunic inquired if they have been maintaining it how is it going to raise the costs.

Supv Berube noted for Ashley Park it is not.

Ms. Suit noted it is two different – East Lakes initially asked for the HOA to pay 50% of the TOHO bill for the meter issue.

Supv Berube noted for Ashley Park the question is are they willing to accept the deeding of the parcels from the Townhome Association.

On MOTION by Supv Berube seconded by Supv Scarborough, with all in favor, the dedication of parcels by Ashley Park Townhome Association, subject to District Counsel review and Board approval of Deed of Dedication, was approved. (5-0)

Ms. Suit inquired if the CDD needs to draft the deed agreement.

Supv Berube noted Mr. Hills said he would do all the paperwork on that end and submit for approval.

Mr. Qualls noted it would be a Deed of Dedication, they will review it and bring it back to the Board for approval.

Supv Berube MOVED to accept the dedication of parcel by East Lakes HOA and swap meters.

Ms. Suit inquired why they would take the land if they can swap the meters.

Mr. van der Snel noted if they swap meters, they will take ownership of the bigger meter that also waters the land in question. They smaller meter that only serves the middle strip of the entrance is now in the CDD name and needs to go to the HOA.

Supv Berube noted if they do the swap the meter will only be watering CDD property, if they deed the property to the CDD.

ON MOTION by Supv Berube seconded by Supv Farnsworth, with all in favor, to accept the parcel from East Lakes HOA and swap meters, subject to District Counsel review and Board approval of Deed of Dedication, was approved. (5-0)

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Supv Berube inquired as to the feedback on the new boat motor.

Mr. van der Snel noted it is perfect and is a little more horsepower. He managed to sell the older motor for parts for \$1,500.00.

Supv Berube noted that made the net cost of the new motor about \$2,700.00.

SEVENTH ORDER OF BUSINESS

District Manager's Report

A. Financial Statements for August 31, 2020

B. Approval of: #245 Invoices, Check Register and Debit Purchases

Ms. Suit noted she would be happy to answer any questions.

On MOTION by Supv Kassel seconded by Supv Farnworth, with all in favor, the August 31, 2020 financials, Invoice Approval #245, Check Register and Debit Purchases was approved. (5-0)

C. Authorization to Change "Reserve – Self Insurance" to "Reserve – Underground Drainage"

The authorization to change the name of the Reserve – Insurance of \$50,000 to Reserves – Underground Drainage was discussed with it being noted better terminology would be Reserve – Uninsured Repairs.

On MOTION Supv Berube seconded by Supervisor Bokunic, with all in favor, rename the Reserve – Insurance to Reserve – Uninsured Repairs was approved. (5-0)

D. Discussion and Consideration of Field Staff Increases

Ms. Suit addressed Field Staff increases noting her suggestion would be between 3% and 5% with it being noted this is for a pay increase not a staffing increase. The increase would be effective immediately for Shawn and Mr. van der Snel and on a rolling basis of anniversary dates for the remaining staff.

Supv Farnsworth inquired if the increases stay within the pay ranges established.

Ms. Suit noted they are within the second range within the scale.

On MOTION by Supv Berube seconded by Supv Scarborough, with all in favor, Field Staff pay increases for FY 2021 not to exceed 4% were approved. (5-0)

F. Discussion and Consideration of FY 2020 Audit Engagement Letter

Ms. Suit noted the engagement is for the budgeted amount.

On MOTION by Supv Berube seconded by Supv Farnworth, with all in favor, the Audit Engagement for FY 2020 was approved. (5-0)

G. Discussion of FY21 Board Meeting Location

Supv Berube reported he contacted many of the churches in the area and there were either scheduling conflicts on meeting nights or no response. Grace Community Church did respond and are happy to provide space. There is a general note of what the Church expects from the CDD. The cost is less than they are currently paying at the school.

Ms. Suit noted one of the employees lives in Harmony and said he would be happy to run the sound system if they needed it.

Supv Berube noted it states both organizations as it is anticipated the HROA will move their meetings to this location also.

Supv Kassel addressed paying the meetings up front and the possibility of another pandemic.

Supv Berube noted they can agree to pay with a note regarding unforeseen circumstances - can they get additional meeting time at the end of the contracted time or a refund for unused meetings.

Supv Farnsworth inquired about additional or emergency meetings.

Supv Berube noted they are \$250 each; they just need to be provided reasonable notice to have the Deacon there to open and close the building.

Supv Kassel addressed item I. each group agrees to clean and sanitize the facility at a \$600 to \$900 estimate should any of the attendees' contract COVID-19 tied to their church visit.

Supv Berube noted the agreement states "your" attendees. They are asking the CDD voluntarily report it to them so they can clean the facility.

On MOTION by Supv Kassel seconded by Supv Scarborough, with all in favor, the FY 2021 meeting schedule with meetings to be held at Grace Community Church at a rate of \$250 per meeting, paying for 12 meetings in advance in the amount of \$3,000 subject to execution of an agreement was approved. (5-0)

The record will reflect Supervisor Bokunic left the meeting.

G. Facilities Usage Applications

- i. HROA – Music in the Square
- ii. HROA – Winter Fest

Supv Berube noted the HROA has always had use of the District facilities but the concern of the District Manager is the crowd size for these functions exceeds the number. The functions are outdoor events and social distancing is easy to achieve outside. The HROA will sign the liability waiver and has separate insurance for these events to cover them with the CDD being named as an also insured. He does not know if the CDD needs to be the traffic police with regard to these activities. The community they are serving is the same whether they are attending an HROA activity or on CDD property. He is recommending they provide approval to the HROA manager to do her outdoor activities.

Supv Kassel inquired if District Counsel has any advice he would give since the events are projected to be higher than the recommended number of participants and they are actively approving.

Mr. Qualls noted they are talking about social distancing and COVID-19 policies.

The events are outdoor at Town Square and Lakeshore Park.

Mr. Qualls noted they could approve it subject to District Counsel including some language that the entity putting on the program is responsible to ensure people comply with the latest COVID-19 restrictions from the Governor's office. He does not remember what the current outdoor requirements are other than the social distancing aspect.

Supv Scarborough inquired if the rallies being held are approached any different than what they are talking about.

Mr. Qualls noted all rules kind of go out with those.

Ms. Suit inquired if the current hold harmless signed for the October 3rd is fine.

Mr. Qualls noted it is.

Discussion followed signs being posted at the venue.

Supv Farnsworth noted there is no fee associated with the applications.

On MOTION by Supv Berube seconded by Supv Kassel, with all in favor, the HROA (4) Facilities Usage Applications subject to the HROA conforming to guidance from District Counsel regarding COVID-19 restrictions and signage was approved. (4-0)

EIGHTH ORDER OF BUSINESS Old Business

A. Discussion and Consideration of Replacing Play Equipment at Cat Brier Dog Park – Jammin’ Playgrounds - \$30,000.00

Supv Berube suggested they approve the Jammin’ Playgrounds proposal.

Supv Kassel noted she thought they were getting more proposals.

Other proposals were received and provided to Ms. Kramer for input. The District Manager has experience with Jammin’ Playgrounds versus Game Time.

Ms. Suit addressed another community where the playground was going to be on CDD property but the HOA was paying for the playground. The proposals were expensive, so she reached out to Jammin’ Playground and received the proposal with more items included along with benches and trash cans for \$11,000.00 less than the other companies.

Discussion continued with it being noted the playground equipment is not on the gas line.

Supv Kassel noted she still does not know why they do not have more quotes noting she provided a link to Mr. van der Snel and Ms. Suit.

Ms. Suit noted the site is more like an Angie’s List type site.

Supv Berube MOVED to purchase and install from Jammin’ Playgrounds in an amount not to exceed \$30,000.00 and Supv Scarborough seconded the motion.

Supv Kassel noted she still does not know why they do not have more quotes noting she provided a link to Mr. van der Snel and Ms. Suit.

Ms. Suit noted the site is more like an Angie’s List type site. Maybe she is doing something wrong.

On VOICE vote with Supv Berube, Supv Scarborough and Supv Farnsworth voting aye and Supv Kassel voting nay, the motion was approved. (3-1)

NINTH ORDER OF BUSINESS New Business

A. Discussion of Parcel VC-1 Usage

Supv Farnsworth addressed the purpose for bringing this back up noting Ms. Kramer believes there is no cost involved but since they now own it they are not receiving income from the property and by not using it, it is costing them.

Harmony CDD
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Ms. Suit noted it is costing them as they are paying the debt service which is \$20,000 plus per year.

Supv Farnsworth noted the idea is to kickoff batting around some ideas and options for its use.

This item tabled to next meeting.

TENTH ORDER OF BUSINESS

Topical Subject Discussions

There being none, the next item of business followed.

ELEVENTH ORDER OF BUSINESS

Supervisors' Requests

There being none, the next item of business followed.

TWELFTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Supv Berube seconded by Supv Scarborough, with all in favor, the meeting was adjourned.

Kristen Suit
Secretary

Steven Berube
Chairman

Sixth Order of Business





Seventh Order of Business

7A.

7Ai.

7Aii.

JOHNSTON'S
SURVEYING INC.
900 Cross Prairie Pkwy • Kissimmee, FL 34744
Phone: (407) 847-2179
Fax: (407) 847-6140

EMAIL

To: Mr. Steve N. Boyd, P.E.

From: Turner Wallis

Email: steve@boydcivil.com

Pages:

4

Phone 407-494-2693

DATE: October 14, 2020

Re PROPOSAL FOR SURVEYING – Survey support services for a Portion
Of Tracts D, E, GM, LU-2, Harmony Phase 3 for a New Park Area

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

• **Comments:**

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

If you have any questions or comments, please let me know. You can reach me at:
Ofc: 407-847-2179 x-238 or Email: turner@jsurveying.com.

JOHNSTON'S
SURVEYING INC
900 Cross Prairie Pkwy • Kissimmee, FL 34744
Phone: (407) 847-2179
Fax: (407) 847-6140

October 14, 2020

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

RE: PROPOSAL FOR SURVEYING SERVICES
Survey support services for a Topographic Survey of a Portion of
Tracts D, E, GM, L/U-2, Harmony, Phase 3, PB 20, Page 120-128

Dear Sir:

Pursuant to a request from Mr. Steve Boyd, P.E. with Boyd Civil Engineering for surveying services on the above referenced site.

TASK I: Perform a partial topographic survey of the above referenced parcel per limits shown on the attached Exhibit "A". Gather spot elevations on sufficient grid interval using GPS and convention survey data collection. Survey will show associated parcel line information and easements. Locate visible improvements within the survey limits to include trees, light poles, existing curb along Five Oaks Drive, and sidewalk. Elevations will be based on NAVD 1988 Vertical datum and Horizontal will be based on State Plane Coordinates Florida East Zone.

Final deliverable will be 4 signed/sealed topographic surveys prepared in AutoCAD.

We propose a lump sum fee for Task I of: \$3,500.00

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

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

Respectfully,



W. Turner Wallis, IV
President

JOHNSTON'S SURVEYING INC.

900 Cross Prairie Pkwy • Kissimmee, FL 34744
Phone: (407) 847-2179
Fax: (407) 847-6140

CONDITIONS OF PROPOSAL ACCEPTANCE

HARMONY CDD – PT TR. D, E, GM, L/U-2, HARMONY PHASE 3 – TOPO SURVEY

Services and fees outlined in this proposal dated 10-14-20 are subject to the following conditions:

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

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

CONSULTANT: W. Turner Wallis IV DATE: 10-14-20
W. Turner Wallis, IV - President

ACCEPTED BY: _____ DATE: _____

COMPANY: _____ POSITION: _____



7B

7Bi.

FACILITY LIMITED USE AGREEMENT

THIS FACILITY LIMITED USE AGREEMENT (the “**Agreement**”), is entered into as of November 1, 2020, by and among GRACE COMMUNITY CHURCH, INC., a Florida not-for-profit corporation (the “**GCC**”), whose address is at 5501 East Irlo Bronson Highway, Saint Cloud, Florida 32772 (email: kevin@gracestcloud.org), and HARMONY COMMUNITY DEVELOPMENT DISTRICT, a special purpose local government established pursuant to Florida Statutes 190 (“**HCDD**”), whose address is 313 Campus Street, Celebration, Florida 34747 (email: kristen.suit@inframark.com). HCDD and GCC are together referred to herein as the “**Parties**” and each, a “**Party**.”

WHEREAS, GCC is the owner of a real property located at 5501 East Irlo Bronson Highway, Saint Cloud, Florida 32772 (the “**Property**”); and

WHEREAS, GCC desires to permit HCDD to use, and HCDD desires to use, a portion of the Property identified as the “**Premises**” (as defined hereinbelow) pursuant to the terms and conditions of this Agreement.

WHEREAS, that which induced the Parties to enter this agreement is the fee for GCC and the Premises to be used by the HCDD, both constituting good, valuable, adequate, and sufficient consideration

NOW, THEREFORE, in consideration of the premises herein contained, GCC and HCDD do hereby covenant and agree as follows:

1. **USE OF PREMISES.** Pursuant to the terms and conditions of this Agreement, GCC does hereby permit HCDD to use, and HCDD does hereby agree to use, the portions of the Property described as follows: (i) “**Exclusive Use Areas**” consisting of the Sanctuary as shown in **Exhibit “A”** attached hereto which is made a part hereof; and (ii) “**Non-Exclusive Use Areas**” consisting of the bathrooms and hallways, and exit foyer serving and adjacent to the Exclusive Use Areas, the parking lot, the walkways between such parking lot and the main entrance to the church building located on the Property, and the driveway between such parking lot and U.S. Highway 192, as set forth in **Exhibit “A.”** The Exclusive Use Areas and the Non-Exclusive Use Areas are together referred to herein as the “**Premises**.” Subject to the terms of this Agreement, HCDD shall have the exclusive right to use the Exclusive Use Areas and the non-exclusive right to use the Non-Exclusive Use Areas at the following times (collectively, the “**Permitted Times**” and each a “**Permitted Time**”):

1. 5:30 – 8:00 pm, November 19, 2020; (the “**Commencement Date**”)
2. 5:30 – 8:00 pm, December 17, 2020;
3. 5:30 – 8:00 pm, January 28, 2021;
4. 5:30 – 8:00 pm, February 25, 2021;
5. 5:30 – 8:00 pm, March 25, 2021;
6. 5:30 – 8:00 pm, April 29, 2021;
7. 4:00 – 8:00 pm, May 27, 2021;
8. 5:30 – 8:00 pm, June 24, 2021;
9. 5:30 – 8:00 pm, July 29, 2021;
10. 5:30 – 8:00 pm, August 26, 2021; and
11. 5:30 – 8:00 pm, September 30, 2021 (the “**Termination Date**”);

HCDD shall not have the right to use the Premises at any other times unless GCC consents to such other time expressly in writing, which consent may be granted, delayed, conditioned or withheld in GCC’s sole and absolute discretion. HCDD shall not have the right to have or use any keys or security codes for the Premises, but rather all access thereto shall be provided by GCC or GCC’s agent, who shall make themselves reasonably available to the HCDD before and during the Permitted Times. HCDD shall coordinate all access to, and matters pertaining to the use of, the Premises through Daniel

Geiger (dangeiger743@gmail.com) or such other person designated in writing from time to time by GCC. GCC or its agent shall have the right to be present on the Premises at all times during HCDD’s use thereof. HCDD shall not store anything on the Premises at any time. HCDD shall be solely responsible for the security and safekeeping of any property brought on the Premises by HCDD or HCDD’s agents, servants, employees, licensees or invitees, and the compliance of all such persons with all applicable laws, rules, ordinances, regulations, and orders of governmental authorities while such persons are on the Premises. HCDD and HCDD’s agents, servants, employees, licensees and invitees shall park their motor vehicles only in such parts of the Premises designated for such purpose by GCC and only during the hours set forth above. HCDD shall not have any right to use any portion of the Property that is not included within the Premises, nor the right to use the Premises during times other than as set forth hereinabove unless expressly permitted in writing by GCC. HCDD may not install or change locks or security codes on any doors within the Premises. GCC and GCC’s agents shall have the unfettered right to access, inspect and observe the Exclusive Use Areas and Non-Exclusive Use Areas at all times, the unfettered right to use the Non-Exclusive Use Areas at all times, and the unfettered right to use the Exclusive Use Areas at all other times besides the Permitted Times

(collectively, the “**Other Hours**”). Nothing in this Agreement shall limit the right of GCC to (i) lease the Non-Exclusive Use Areas to (or allow the use thereof by) third parties on a non-exclusive basis at any time or (ii) lease the Exclusive Use Areas (or allow the use thereof by) third parties on an exclusive or non-exclusive basis at any time during the Other Hours. HCDD acknowledges that certain areas within and outside the Premises are under video surveillance. GCC makes no representations or warranties with regard to, nor undertakes any duties or obligations with respect to, such video surveillance or the continuance or monitoring thereof. HCDD shall use the Premises solely for business meetings of HCDD which may include up to no more than the lesser of two (200) hundred persons or the maximum number of persons permitted by applicable laws, rules, ordinances, regulations, and orders of governmental authorities, and for no other use or purpose whatsoever (the “**Permitted Use**”). Any other use of the Premises of whatsoever nature is strictly prohibited without the prior written consent of GCC, which consent may be conditioned or withheld in GCC’s absolute discretion. Without limitation, the following uses are expressly excluded from the Permitted Use: the making of any alterations or improvements to the Premises, the consumption of food or drinks (other than water) on the Premises, the movement of any equipment or furnishings on the Premises, the use of any photocopiers, computers, WiFi, printers, land-line telephones, sound equipment, audiovisual equipment (with the exception of the pull-down screen above the stage located on the Premises which HCDD may use) or musical instruments located on the Premises; illegal activities; immoral activities; profane activities; blasphemous activities; activities inconsistent with the character of the Property as a church facility; the sale of products or services; gambling; concerts; rummage or other types of sales; fundraising activities; fairs; carnivals; circuses; the use of trampolines; worship, preaching, prayer or instruction for faiths other than Christianity consistent with the Statement of Faith set forth on GCC’s website; weddings, funerals, baptisms or other religious ceremonies; service or consumption of alcoholic beverages; use or possession of illegal drugs; having animals on the Premises other than certified service animals used to assist those with disabilities; hazardous or dangerous activities; any activity which would cause the insurance premiums for the Premises to increase beyond what would otherwise be the case for use of the Premises for the Permitted Use; residential uses; or use of any areas denoted in **Exhibit “A”** as “Excluded Areas Not Included in Premises;” any use that is not permitted under GCC’s Facilities Use Policy, as the same may be amended from time to time, which is incorporated herein and made a part hereof; or conducting any other use besides the Permitted Use.

2. **TERM.** The term of this Agreement (the “**Term**”) shall commence at the beginning of the Permitted Time on the Commencement Date, continue intermittently during the duration of each of the Permitted Times, and terminate at the end of the Permitted Time on the Termination Date. Any renewal of this Agreement shall be only upon the mutual agreement of the Parties in writing.

3. **FEES.** For the Term, HCDD shall pay to GCC, without any set-off or deduction whatsoever and without the necessity of demand therefor, a net total fee of twenty-seven hundred fifty dollars (\$2,750.00 (the “**Fee**”), in full in advance not later than November 15, 2020. In addition to the foregoing Fee, HCDD shall pay any and all excise, sales, real property, or similar taxes occasioned by or occurring as a result of the Agreement, imposed by any governmental authority, including without limitation the State of Florida and Osceola County, on the Property, the Premises, or the Fee, and shall pay the same together with the Fee payments. The term “**Fee**” as used in this Agreement shall also include and mean not only the aforesaid installments, but also any and all other monies whatsoever due and payable to GCC by HCDD under this Agreement. HCDD’s obligation to pay the additional sums provided for in this paragraph, shall survive the expiration of this Agreement. GCC does not currently owe or pay any real estate taxes due to the tax-exempt nature of GCC’s use and so this provision will only result in HCDD being liable to pay such real estate taxes if the applicable taxing authorities deem HCDD’s use of the Premises as sufficient to override GCC’s tax-exemption as to some or all of the Property.

4. **UTILITIES.** GCC shall pay for reasonable utility costs (*i.e.*, water and electricity) pertaining to HCDD’s reasonable use of the Premises. HCDD shall be responsible for an extraordinary utility costs associated with HCDD’s use of the Premises. GCC shall have no duty, responsibility or obligation with respect to any interruption or cessation of utility services not directly caused by GCC.

5. **INSURANCE.** The following insurance requirements shall apply during the Term: HCDD, at its sole cost and expense, and for the mutual coverage of and benefit to both GCC and HCDD, shall carry and maintain comprehensive a policy of public liability insurance, including property damage, insuring both GCC and HCDD, against liability for injury to persons or property occurring in or about the Premises, or arising out of the ownership, maintenance, use or occupancy thereof. The liability under such policy shall not be less than \$500,000 for any one person injured or killed and not less than \$1,000,000 for any one accident, and not less than \$50,000 for personal property damage per accident. The insurance company

used by HCDD shall be subject to the reasonable approval of GCC. GCC shall be named as an additional insured on such policy. Prior to the Commencement Date and any use of the Premises by HCDD, HCDD shall furnish to GCC a copy of said policy and a certificate reflecting that GCC is an additional named insured thereunder and that said policy cannot be cancelled or terminated except upon thirty (30) days prior written notice to GCC. It is acknowledged by both GCC and HCDD that any insurance obtained by GCC shall not provide any protection with respect to HCDD, HCDD's property on the Premises, or HCDD's rights with respect to the Premises, and shall solely be for the benefit and protection of GCC.

6. ACCEPTANCE OF PREMISES. HCDD has examined and inspected the Premises and hereby states and acknowledges that (i) the Premises are in good condition and are hereby accepted by HCDD, and (ii) HCDD is accepting the Premises in an "AS IS, WITH ALL FAULTS" condition. GCC makes no, and hereby disclaims any, representations as to the suitability or usability of the Premises for the Permitted Use or the permissibility of the Permitted Use under applicable laws, rules, ordinances, regulations, and orders of governmental authorities. HCDD shall be solely responsible for ensuring that it has all required governmental approvals to engage in the Permitted Use.

7. HOLDING OVER. HCDD shall pay to GCC for each day (or part thereof) that HCDD uses the Premises or any part thereof outside the Term by lapse of time or otherwise, one thousand dollars \$1,000. In addition, HCDD shall also pay all damages sustained by GCC by reason of such retention. Acceptance by GCC of any Fee after such expiration or termination shall not constitute a renewal and this provision shall not waive GCC's right of reentry or any other right guaranteed under this Agreement or applicable laws, rules, ordinances, regulations or orders of governmental authorities.

8. MAINTENANCE AND CLEANING. HCDD acknowledges and accepts that the Premises will not be cleaned by GCC between GCC's Sunday services and HCDD's use and agrees to accept the Premises in whatever state of uncleanness that HCDD may find such Premises. As to each use of the Premises by HCDD, HCDD agrees upon termination of such use to leave the Premises in the same condition as HCDD received the same, other than reasonable wear and tear. GCC agrees to be responsible for the structural integrity of the church building located on the Premises (the "Building"), to include but not limited to the roof and other structural portions of the Building and to be responsible for painting the exterior of the Building as needed, maintaining as needed the electrical, HVAC and plumbing which is provided to the Building and for making as needed major repairs and renovation to the Building which would be covered by insurance resulting from damage to the Building. Notwithstanding the foregoing, if HCDD or HCDD's officers, directors, members, managers, agents, servants, employees, licensees or invitees damage the Building or the Premises or any other part of the Property, HCDD shall notify GCC promptly of such damage and shall reimburse GCC for the cost of repairing such damage within thirty (30) days of GCC invoicing HCDD for the same.

9. COVID-19. The Parties acknowledge this Agreement is being entered into amidst the global COVID-19 pandemic. GCC makes no, and hereby expressly disclaims any, representations or warranties regarding the presence or absence of COVID-19 or any other virus or pathogen on the Premises and undertakes no duty to warn of, prevent or remedy the same. HCDD acknowledges that every other pew in the sanctuary in the Premises is currently not in use and taped off to help ensure adequate social distancing and HCDD agrees to not use such taped off pews. HCDD agrees to release, save, defend, hold harmless, and indemnify GCC, together with GCC's elders, deacons, officers, members and attenders, from and against any and all claims, liabilities, losses, obligations, causes of action, and expenses (including reasonable attorneys' fees and costs), arising from or relating to the Premises, the presence of COVID-19 or any other pathogen on the Premises, or HCDD's use of the Premises, that HCDD or any of HCDD's officers, directors, members, managers, agents, servants, employees, licensees or invitees, may have at any time. HCDD shall ensure that HCDD and its officers, directors, members, managers, agents, servants, employees, licensees and invitees comply at all times with all applicable laws, rules, ordinances, regulations and orders of governmental authorities applicable to their use of the Premises. In the event HCDD discovers that one or more of its officers, directors, members, managers, agents, servants, employees, licensees or invitees who have attended a meeting on the Premises have COVID-19 or symptoms thereof at any time during such attendance or within the two week period before or after such attendance, HCDD shall immediately notify GCC in writing via email at the email address provided for GCC herein, in which event GCC shall have the right, but not the obligation, to have the Premises deep cleaned and sanitized promptly, and HCDD shall reimburse GCC, as an additional Fee, the cost of such deep cleaning and sanitizing in an amount not to exceed nine hundred dollars (\$900). In the event that any governmental authority shall, due to COVID-19, bar the use of the Premises for the Permitted Use, through no fault of HCDD, GCC shall return on a prorated basis the portion of the Fee applicable to the unused portion of the Term on a month-by-month basis.

10. INDEMNIFICATION. GCC shall not be liable to HCDD for any injury or damage to any person or property in or about the Premises from any cause whatsoever including and without limiting the generality of the foregoing, whether caused by GCC's negligence or not, fumes, odors, mold, water leakage caused by water leaks of any character from the roofs, walls, basement, or other portion of the Premises, or caused by gas, fire, oil, electricity, or any cause whatsoever in, on, or about the Premises, or any part thereof. HCDD will release, save, defend, hold harmless and indemnify GCC, together with GCC's elders, deacons, officers, members and attenders, from and against any and all claims, liabilities, losses, obligations, causes of action, and expenses (including reasonable attorneys' fees and costs), arising out of: (i) any breach, nonperformance, or default, on the part of HCDD or HCDD's officers, directors, members, managers, agents, servants, employees, licensees or invitees or by any person under the control or direction of HCDD, under this Agreement, including without limitation any failure to comply with all laws, rules, ordinances, regulations and orders of governmental authorities, and with the directions of public officers thereunder, (ii) any claims made by third parties and which occur on the Premises or any part thereof, are caused by any negligence of HCDD, or HCDD's officers, directors, members, managers, agents, servants, employees, licensees or invitees or by any person under the control or direction of HCDD, or arise or grow out of or are connected with any breach, violation, nonperformance, or failure to abide by any covenant, condition, agreement, or provision contained in this Agreement on the part of HCDD to be kept, performed, complied with or abided by, and (iii) any accident, injury or damage to any person or property occurring on the Premises or any access thereto or any area adjacent to said Premises.

11. SUBROGATION. HCDD agrees that insurance carried by it against loss or damage by fire or other casualty shall contain a clause whereby the insurer waives its right to subrogation against GCC.

12. COMPLIANCE WITH LAWS. During the Term, in addition to all other obligations of HCDD set forth elsewhere in this Agreement, HCDD shall: (i) abide by all rules and regulations of GCC, adopted and changed from time to time, which, in the opinion of GCC are reasonably necessary or advisable for the safety, care, protection or cleanliness of the Premises or any persons on or in the vicinity thereof, and (ii) at its own expense, comply with all laws, rules, ordinances, regulations and orders of governmental authorities, and with the directions of public officers thereunder, respecting all matters of HCDD's use of the Premises, including without limitation, all federal, state and local statutes, rules and regulations now or hereinafter existing relating to the discharge, spillage, storage, uncontrolled loss, seepage, filtration, disposal, removal or use of hazardous materials.

13. BANKRUPTCY, INSOLVENCY. If HCDD makes any assignment for the benefit of creditors, or if any proceedings are commenced to have HCDD declared bankrupt or insolvent, or if a receiver or trustee is appointed to take charge of HCDD's affairs, then GCC may, at its option, terminate this Agreement forthwith, and HCDD shall remain liable for all damages and any Fee due up to the date of such termination. Nothing in this paragraph, however, shall, in any way, diminish or be intended to supersede any other remedies in this Agreement reserved to GCC.

14. SUBORDINATION TO MORTGAGES. HCDD agrees that this Agreement is and shall remain subject to and subordinate to all present and future mortgages affecting said Premises, as well as all covenants and restrictions of record. The subordination of this Agreement to all present and future mortgages shall be automatic and shall not require the execution of any documents by HCDD. However, HCDD agrees to execute on demand, all appropriate papers to reflect and confirm that this Agreement is subordinate to any mortgage. Further, upon written demand from the holder of any mortgage that HCDD is to attorn to said mortgage holder, HCDD shall attorn to said mortgage holder.

15. SIGNS. HCDD agrees not to place any signs, advertisements or notices of whatsoever nature on any part of the exterior of the Premises, or on any wall, window or door of the Premises without GCC's prior written consent, which consent may be conditioned or withheld in GCC's absolute discretion.

16. NO LIENS. HCDD shall not allow any lien to be filed of record against the Premises.

17. CASUALTY AND CONDEMNATION. In the event the Premises shall be destroyed or substantially rendered unusable, either in whole or in part, by fire or other casualty or due to condemnation via eminent domain proceedings, GCC shall notify HCDD thereof and this Agreement shall be deemed terminated as of the date thereof and GCC

shall promptly return to HCDD the prorated portion of the Fee applicable to any unused portion of the Term. In the event of any condemnation or taking hereinabove mentioned of all or a part of the Premises, GCC shall be entitled to receive the entire award in the condemnation proceeding, including any award made for the value of the estate vested by this Agreement in HCDD, and HCDD hereby expressly assigns to GCC any and all right, title and interest of HCDD now or hereafter arising in or to any part thereof, and HCDD shall be entitled to receive no part of such award.

18. DEFAULT. If (i) default be made in the payment of the Fee or any additional Fee due, or any part thereof, or (ii) default be made in the timely performance of any of the terms, covenants, and conditions of this Agreement on the part of HCDD to be kept or performed or (iii) if, at any time during the Term, there shall be filed by or against HCDD in any court of competent jurisdiction, a petition in bankruptcy or insolvency or for reorganization or for the benefit of creditors or to take advantage of any insolvency act, and within thirty (30) days thereof HCDD fails to secure a discharge thereof, the same shall constitute a condition of default under this Agreement entitling GCC to exercise any and all rights set forth in this paragraph. Upon the occurrence of a condition of default under this Agreement on the part of HCDD, GCC may, at any time thereafter, without waiving any rights it may otherwise have, in addition to any remedy available to it at law or in equity, terminate all the rights of HCDD under this Agreement including, but not limited to, the right of HCDD to use the Premises, by giving HCDD notice in writing of GCC's decision to do so, in which event this Agreement and the Term shall come to an end on the date fixed in such notice as if said date were the date originally fixed in this Agreement for expiration of the Term and HCDD's right to use the Premises shall be immediately forfeited and HCDD shall surrender the Premises to GCC, but HCDD shall remain liable for the full Fee under this Agreement and any other obligations HCDD has under this Agreement. HCDD hereby waives any and all rights of redemption granted by or under any present or future law.

19. NO ASSIGNMENT OR SUBLETTING. HCDD shall not assign this Agreement nor lease the Premises (nor any part thereof) to, or permit the use of the Premises (nor any part thereof) by, any third party, without the prior written consent of GCC, which consent may be conditioned or withheld in GCC's absolute discretion. Any attempted assignment, lease or grant of use of the Premises (in whole or in part) without GCC's prior written approval shall be void and constitute a condition of default under this Agreement.

20. ADVANCES BY GCC. In the event that HCDD shall fail to pay any of the amounts agreed to be paid by it hereunder, or if HCDD shall fail to perform any of the acts agreed to be performed by it hereunder, requiring the payment of any monies, and if HCDD shall fail to make such payment or payments, then GCC may pay the same or may perform said act or cause the same to be performed, and the amounts so paid or expended by GCC, with interest thereon at highest rate provided by law, may be added to and be payable forthwith to GCC as an additional Fee hereunder.

21. INVALIDITY. If any term of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22. NOTICES. Any notices required or given hereunder by a Party shall be given via hand delivery, overnight mail via a reputable, national carrier with tracking, or email, to the other Parties using the addresses for such other Parties first set forth above, and shall be deemed given upon the receipt thereof by such other Parties, the refusal to receive the same by such other Parties, or receipt of notification that the address provided by such other Party is invalid. Any Party may change the address to which notices are to be sent to such Party by giving notice of such change to the other Parties in the manner set forth herein.

23. MODIFICATION OF AGREEMENT. This Agreement may only be modified or amended by an instrument in writing, duly executed by GCC and HCDD.

24. AUTHORITY OF HCDD. If HCDD is other than an individual, HCDD warrants that it has legal authority to operate and is authorized to do business in the state in which the Premises are situated. HCDD also warrants that the person or persons executing this Agreement on behalf of HCDD have authority to do so and to fully obligate HCDD to all terms and provisions of this Agreement. HCDD shall, upon request from GCC, furnish GCC with a certified copy of resolutions of the Board of Directors of HCDD (or the equivalent governing body thereof) authorizing this Agreement and granting authority to

execute it to the person or persons who have executed it on HCDD's behalf.

25. SUCCESSORS AND ASSIGNS. It is mutually understood and agreed that the covenants and agreements contained in the Agreement shall be binding upon the Parties hereto and upon their respective successors, heirs, legal representatives and assigns; provided, however, this paragraph shall not of itself authorize any assignment by HCDD.

26. ATTORNEYS' FEES. If HCDD defaults under this Agreement, GCC shall be entitled to recover from HCDD all expenses, including reasonable attorneys' fees and costs, incurred by GCC in enforcing this Agreement.

27. LIABILITY OF GCC. The liability of GCC under this Agreement is solely limited to the interest of GCC in the Premises. Further, if and when GCC shall sell the Premises, GCC shall have no further liability or obligation under this Agreement provided the successor owner of the Premises agrees to assume (subject to the express limitations of this paragraph) the duties and obligations of the prior GCC.

28. NON-WAIVER. Failure on the part of GCC or HCDD to complain of any action or inaction on the part of the other shall not be deemed to be a waiver of any of their respective rights hereunder. Neither shall such failure constitute a waiver at any subsequent time of the same provision. The consent by any Party to any action by one or more of the other Parties requiring consent, shall not be deemed to waive the requirement to obtain such consent to any subsequent similar act. Acceptance of the Fee by GCC shall not be deemed to be a waiver of any preceding breach by HCDD of any term, covenant or condition of this Agreement. No failure of GCC to exercise any power given GCC by this instrument, or to insist upon strict compliance by HCDD of any obligation hereunder, and no custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of GCC's right to demand exact compliance with the terms of this Agreement.

29. MISCELLANEOUS.

- (a) Force Majeure. Whenever a period of time is herein prescribed for action to be taken by GCC, GCC shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorism, pandemics, epidemics, governmental laws, lockdowns, public health orders, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of GCC.
- (b) Recording. HCDD shall not record this Agreement, nor any memorandum thereof or the like.
- (c) WAIVER OF JURY TRIAL: IN THE EVENT ANY DISPUTE ARISES UNDER THIS AGREEMENT OR WITH RESPECT TO THE PREMISES, HCDD DOES HEREBY SPECIFICALLY WAIVE ANY RIGHT TO DEMAND A JURY TRIAL.
- (d) Time. Time is of the essence of this Agreement and each and all of its provisions.
- (e) No Estate. No estate in the Premises shall pass out of GCC, and HCDD shall only have a right of use not subject to levy and sale.
- (f) Governing Law. This Agreement shall be construed under and governed by the laws of the State of Florida.
- (g) Late Charges and Interest. In the event any Fee payment is not made within five (5) days of becoming due hereunder, including any amounts deemed to be an additional Fee, HCDD shall in addition pay to GCC a late payment fee equal to five percent (5%) of the amount of the Fee which has not been paid. Any Fee not paid to GCC within fifteen (15) days after the date the same becomes due shall, from and after the date said monies become due, bear interest from such due date at the highest rate permitted from time to time under Florida law.
- (h) No Third Party Beneficiaries. This Agreement is solely for the benefit of GCC and HCDD, and no person not a party hereto shall have any benefits or privileges hereunder either as third party beneficiaries or otherwise.

- (i) Interpretation of Agreement. This Agreement shall be construed and interpreted without any reference whatsoever as to who prepared this Agreement. All of the Parties have been actively involved in the preparation of this Agreement.
- (j) Complete Agreement. This Agreement incorporates all prior discussions and representations between the Parties as to the Premises and constitutes the complete and entire agreement between the Parties as to the use thereof.
- (k) Execution and Counterparts. This Agreement may be executed in counterparts, including by electronic means.

30. RADON DISCLOSURE. Radon is a naturally occurring radioactive gas that, when it has accumulated in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

IN WITNESS WHEREOF the Parties have entered into this Agreement as of the date first written above.

Signed, sealed and delivered
in the presence of:

GRACE COMMUNITY CHURCH, INC., a
Florida not-for-profit corporation

(Signature of Witness)

By: _____

Printed: _____

Printed: _____

Title: Elder/Authorized Agent

(Signature of Witness)

Printed: _____

HARMONY COMMUNITY DEVELOPMENT
DISTRICT, a special purpose local government
established pursuant to Florida Statutes 190

(Signature of Witness)

By: _____

Printed: _____

Printed: _____

Title: _____

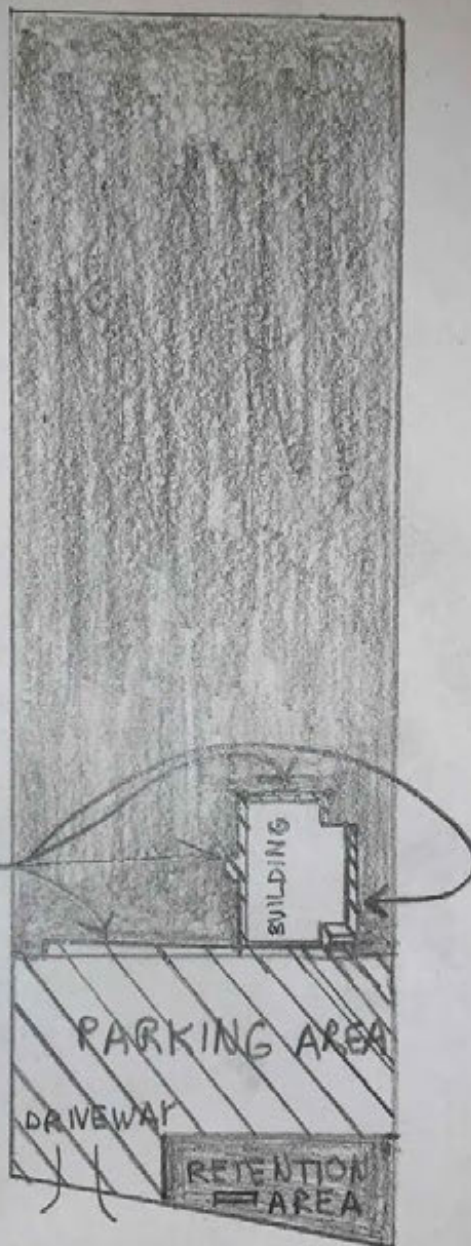
(Signature of Witness)

Printed: _____

EXHIBIT "A"



WALKWAYS

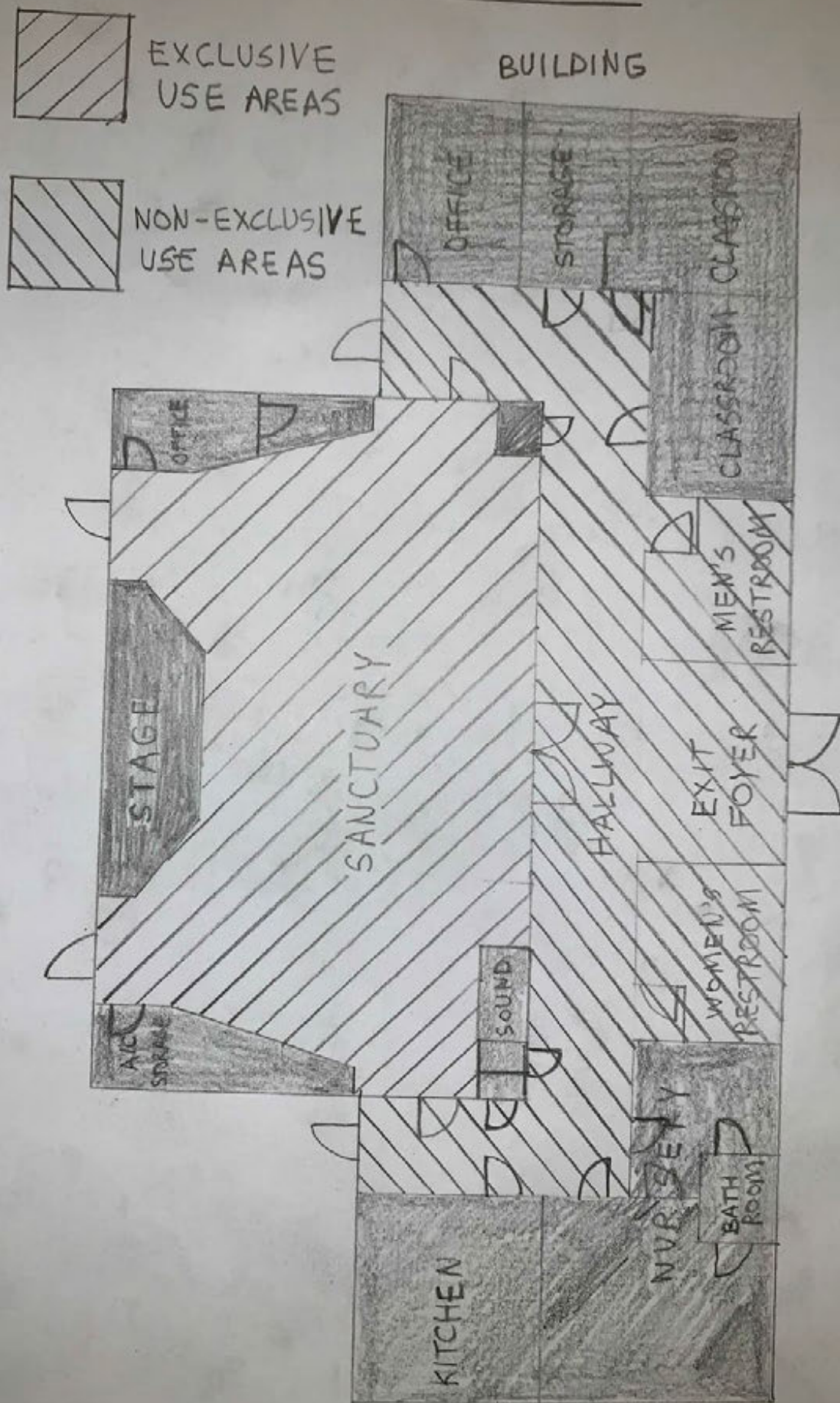


U.S. HIGHWAY 192



NON-EXCLUSIVE
USE AREAS

EXHIBIT "A"



7Bii

AGREEMENT BETWEEN DAVID FARNSWORTH AND HARMONY COMMUNITY DEVELOPMENT DISTRICT REGARDING WEBSITE MAINTENANCE

THIS AGREEMENT made and entered into this ____ day of _____, 2020, by and between David Farnsworth, MSEE, an independent contractor (“Contractor”), whose address is 3336 Cat Brier Trail, Harmony, FL 34773, and the Harmony Community Development District (“District”), care of the District Manager, Kristen Suit, whose address is 313 Campus Street, Celebration, Florida 34747 (hereinafter “Parties”), shall bind the Contractor to provide the website maintenance services set forth below to the satisfaction of the District.

SECTION I

Purpose of Agreement

1. The purpose of this Agreement between Contractor and the District is for the Parties to enter into an agreement for the provision of website maintenance services as set forth in Section IV below. The District is a local unit of special-purpose government, created pursuant to Florida Statutes (“F.S”), Chapter 190. The District’s purpose in entering this Agreement is to exercise its power to maintain systems, facilities, and basic infrastructure pursuant Chapter’s 190 and 119, Florida Statutes.

SECTION II

Qualifications of Contractor

1. The Contractor represents that it is qualified to fulfill the duties set forth in Section IV.

SECTION III

Consideration

1. That which induced the Parties to enter into this Agreement, in addition to the provisions of Sections I-III, which provisions are dispositive, is the fee for the Contractor and the services to be received by the District both constituting good, valuable, adequate and sufficient consideration.

2. In consideration of this Agreement and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to all of the provisions of this Agreement.

SECTION IV

Duties

1. Contractor shall be responsible for the maintenance of the District Website, which includes making additions and deletions to the District Website upon the District's request.
2. Contractor shall perform all obligations and responsibilities in a reasonably timely manner, as established by normal business conduct, without any undue delay.
3. District shall grant the Contractor a District Email account to be used solely for the exchange of official messages in the course of business. Contractor shall access the District Email through either a local client or a protected web browser.
4. District shall grant Contractor with access to the District Laptop, the laptop where all District records are prepared and stored, during the term of this Agreement.
5. All decisions concerning compliance with the terms of this Agreement and operations under this Agreement are specifically delegated and assigned to the District Manager or her designee.
6. Subject to the approval of the District Manager, the Contractor shall:
 - a. Be responsible solely for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District Manager.
 - b. Contractor shall ensure that its interactions with the Harmony Community and any other customers/party associated with the Harmony Website are knowledgeable of the Project and the Services that the Contractor is performing.
 - c. Be available for an inspection of the District Website with the District Manager or the Manager's representative prior to District Board meetings. This inspection shall be scheduled with the District Manager and Contractor, or their lawful representatives, with a resulting punch list of problems and corrective actions taken as soon as practicable after the inspection is completed.

- d. Be responsible for immediately notifying the District through the District Manager of any/all issues, damage, and/or decline directly related to the Contractor's scope of work.
- e. Report to the District Manager or its designee.
- f. Contractor shall not be responsible for designing, installing, or otherwise implementing a new website for the District.
- g. Additional duties may be specified by the District Manager or its designee.

SECTION V

Compensation

- 1. Contractor shall spend 10 hours a month for Services rendered for the District, compensated at a rate of \$30 per hour. The District shall pay the Contractor a total fee of \$300.00 for Services rendered on the fifteenth day of each month.
- 2. "Services" means routine maintenance, updates, and changes performed on the District Website. It does not include the creation or installation of a new website; or attendance of monthly meetings.
- 3. Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or its designee upon board approval.
- 4. Contractor shall assist the District free of charge, for a maximum of three months, in the process of creating presentation materials for the District's projection services at District meeting. If the District continues providing projecting services and requires further assistance extending to more than three months, then Contractor shall be compensated at a rate of \$90 per meeting.

SECTION VI

Contractual Relationship

- 1. Nothing herein shall be construed as creating an employer-employee relationship between the District/District Manager and the Contractor; or between the District/District Manager and the Contractor's employees.
- 2. Neither the District nor the District Manager shall be subject to any obligations or liabilities of the Contractor or its employees, incurred in the performance of the contract.

3. The Contractor is an independent contractor and nothing contained herein shall constitute or designate the Contractor or any of their employees as employees of the District or the District Manager.
4. Nothing herein shall be construed as to creating an agency relationship between the District and Contractor or the District Manager and Contractor.

SECTION VII

Term

1. This Agreement shall commence upon execution by both Parties hereto and shall run month-to-month for a maximum period of 12 months.
2. If the Parties do not provide one another a written notice of termination fifteen (15) days prior to this Agreement's initial term expiring, then the Parties may renew this Agreement for a successive 12-month term thereafter (Renewal Term).

SECTION VIII

Indemnification

1. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute.

SECTION IX

Authorization

1. The execution of this Agreement has been authorized duly by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION X

Assignment of Contract

1. No right or interest in this Agreement, or further formal contract, shall be assigned or delegated by the Contractor without the written permission of the District.

2. Any attempted assignment or delegation by Contractor shall be, void wholly, and ineffective totally, for all purposes, unless made in the conformity with this section.

SECTION XI

Termination

1. Either Party may terminate this Agreement provided that the Party seeking to terminate has provided fifteen (15) days' notice to the other Party.
2. Prior to the effective termination date Contractor shall:
 - a. Complete any outstanding tasks;
 - b. Ensure the District Website is current;
 - c. Advise the District Representative on the maintenance and upkeep of the District Website; and
 - d. Surrender access to the District's records and return to the District the District Laptop and any records pertaining to the services rendered.

SECTION XII

Modifications and Recordings

1. This Agreement can be modified or rescinded only by a writing signed by both Parties to this Agreement or their duly authorized agents.

SECTION XIII

Advertising

1. The Contractor, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the District or the name of "Harmony" (either alone or in conjunction with or as part of any other word, mark or name) in any advertising, publicity or promotion.
2. This advertising restriction shall include, but is not limited to, the express or implied endorsement by the District of the Contractor's services.

This advertising prohibition shall extend to any use of "Harmony," or the District, in any other manner whatsoever, whether specifically mentioned above or not.

SECTION XIV

Waiver

1. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.
2. Any failure by the District and the District Manager to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and the District reserves the right and privilege to subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
3. Neither the District's or District Manager's review, approval, acceptance of payment, nor lack of payment for any of the Services required under this Agreement shall be construed as a waiver of any rights, under this Agreement or act as a waiver to any cause of action arising out of the performance of this Agreement.
4. The Contractor shall be and remain liable to the District in accordance with law for all damages to the District caused by the Contractor's performance, or lack of performance, of any of the services furnished, or agreed upon, pursuant to this Agreement.

SECTION XV

Enforcement of Agreement

1. 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 XVI

General Provisions

1. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and may not be assigned, amended, modified or rescinded, unless otherwise provided in this Agreement, except in writing and signed by the Parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision is

found to be invalid or alter substantially the benefits of the Agreement for either of the Parties.

2. The rights and remedies of the District provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.
3. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.
4. Written notices, required to be given under this Agreement, shall be deemed given when received by the District through personal delivery, courier service, or certified mail delivered to all of the following addresses:

Harmony Community Development District
 ATTN: Kristen Suit, District Manager
 313 Campus Street
 Celebration, Florida 34747

Young Qualls, P.A.
 ATTN: Timothy R. Qualls
 216 South Monroe Street
 Tallahassee, Florida 32301

David Farnsworth, P.E.
 3336 Cat Brier Trail,
 Harmony, FL 34773

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST:

_____ David Farnsworth, MSEE, Independent Contractor

_____ By: _____

_____ Date: _____

ATTEST:

_____ Kristin Suit, District Manager
Harmony Community Development District

_____ By: _____

_____ Date: _____

As authorized for execution by the Board of Supervisors of the Harmony Community Development District at its _____ Regular Meeting.

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October 20, 2020

Via E-Mail & U.S. Mail

Nathan@callbrownies.com

Nathan Jones
Brownie's Septic and Plumbing, LLC
4949 N. Orange Blossom Trail
Orlando, FL 32810

Re: Deficiencies in Contracts with Harmony Community Development District/
Withholding of Final Payment to Address Deficiencies

Dear Mr. Jones:

Our firm represents the Harmony Community Development District ("District") who entered into two (2) agreements with your company, Brownie's Septic and Plumbing, LLC ("Brownie's"), regarding the investigation of a land depression ("First Contract") and repairs as to the cause ("Second Contract"). This letter concerns certain deficiencies in the delivery of services governed by the Second Contract. Our client has informed us that among other items, Brownie's invoiced unauthorized change orders, negligently damaged District property, and has not completed the work to the satisfaction of our client as required by the contracts.

Because of these deficiencies, which have been communicated previously, our client must obtain an estimate from an independent third-party as to the costs associated with correction of the deficiencies. Moreover, our client is entitled to withhold 150% of the amount necessary to address the deficiencies pursuant to the Government Prompt Payment Act in order to correct the deficiencies. Please see Exhibit A.

The District awarded Brownie's the Second Contract to repair the pipe for a cost of \$57,109.00, not-to-exceed \$75,000.00. One-third of the Second Contracts not-to-exceed amount has already been paid by the District to Brownie's. The remaining amount was to be paid by the District upon successful completion of the work to the satisfaction the District after receipt of a final invoice to the District Manager.

As a result of the outstanding deficiencies, please be advised that the District does not intend to remit the remaining funds to Brownie's until a proper invoice is received with the offsets and corrections noted in Exhibit A. These funds are needed in order to address and

Nathan Jones
Brownie's Septic and Plumbing, LLC
Page 2

correct the contractual deficiencies caused by Brownie's breach of contract. Please be advised that you have certain rights under the Procedural Rules governing the Harmony Community Development District, including the right to request a hearing related to this decision within fourteen (14) days of this letter. See Harmony CDD Rules & Policies Ch. 1, Section 6.

Sincerely,



Timothy R. Qualls, Esq.
Young Qualls, P.A.

TRQ/tal
Attachment – Exhibit A
cc: Harmony CDD Board of Supervisors; Kristen Suit

Exhibit A

48" Pipe Repair- Estimated Value of Pipe Backfill and Site Restoration

Description	Estimated Quantity		Unit Costs		Total Value
Compacted Fill Volume*	4800.00	CF			
Place and Compact	177.78	CY	\$	5.00	\$ 888.89
Fine Grade	45.00	SY	\$	15.00	\$ 675.00
Resod (Brownie's Estimate)					\$ 6,500.00
Compaction Testing	1.00	LS	\$	1,500.00	\$ 1,500.00
Total					\$ 9,563.89
150% =					\$ 14,345.83

* Compacted Fill Volume based on:

Backfill Area at Top of Trench	400	SF
Backfill Area at Bottom of Trench	200	SF
Backfill Depth	16	ft

Project Actual Time:	September 1 - September 25	
Liquidated Damages:	21 days over x \$ 250.00 =	\$ 5,250.00
Total Withheld:		\$ 19,595.83
Contract Total:		\$ 57,170.00
Dewatering change order:		Pending
Deposit:		\$(25,000.00)
Withholding:		\$(19,595.83)
Undisputed Amount Due:		<u>\$12,574.47</u>

7Bvi



Community Development District

Solicitation Policy

Scope

This policy applies to all employees as well as residents and external visitors, partners, contractors, and customers who may be on any community property before, during, or after normal working hours.

“*Workplace*” refers to community property where employees work (recreation facilities, offices, meeting rooms, etc.). This definition excludes cafeterias, common areas, or other places where employees do not usually carry out their job duties.

“*Working hours*” are any time during which an employee is expected to carry out their job duties. This definition excludes meal or rest breaks.

This policy does not refer to any kind of work-related matters. Employees can discuss and request assistance or participation in work-related projects. Discussions that fall under the purview of laws protecting unionizing are also excluded from this policy.

Policy elements

Solicitation is any form of request for money, support, or participation for products, groups, organizations or causes which are unrelated to the Harmony District. These include but are not limited to:

- Seeking funds or donations for a non-profit organization
- Asking for signatures for a petition
- Selling merchandise or services
- Requesting support for a political candidate
- Engaging in religious proselytism

Distribution refers to disseminating literature or material for commercial or political purposes.

Non-Employees

All forms of solicitation and distribution are strictly prohibited for non-employees at all times on any community property, unless previously and explicitly authorized by the District Board of Supervisors.

Former employees are prohibited from soliciting customers or other employees for business purposes or for their benefit in and outside of any community property. The District may require employees to sign a non-solicitation agreement before they leave the District.

Employees

As an employee, you may solicit from your colleagues only when you want to:

- Ask colleagues to help organize events for another employee (e.g., *adoption/birth of a child, promotion, retiring, etc.*)
- Seek support for a cause, charity, or fundraising event sponsored, funded, organized, or authorized by the District Board.
- Invite colleagues to employee activities for an authorized non-business purpose (e.g., *recreation, volunteering, etc.*)
- Ask colleagues to participate in employment-related activities or groups protected by law (e.g., *trade unions.*)

In all cases, we ask that you do not disturb or distract your colleagues from their work. We also prohibit offensive solicitation or solicitation for personal profit:

- Selling goods for personal profit.
- Requesting support or funding for political campaigns.
- Unauthorized posting of non-work related material on community bulletin boards.
- Solicitation or distribution of non-business literature towards customers, partners, and vendors.
- Proselytizing others to groups or initiatives that violate non-discrimination and equal opportunity policies.

Employees have the legal right to refuse assistance or participation to any kind of organizations or activities. Employees should not be forced or harassed to support fundraising events, collections, purchasing of merchandise, or other activities.

This policy applies in the same manner to all individuals or groups. The Harmony District and managers must not allow one group or person to engage in solicitation, while excluding others.

Employees and members of the public may refer doubts, questions, or violations to the District Manager, [Kristen Suit](#), at 407-566-1935.

Disciplinary Consequences

We may seek disciplinary action ranging from reprimand to termination against employees, and injunctive relief as necessary against any non-employees, who do not conform to this policy. Issues that may trigger disciplinary action include but are not limited to:

- Soliciting on community property for illegitimate reasons.
- Making colleagues uncomfortable by being overly persistent.
- Distributing materials that contain hate or other offensive speech.
- Embezzling or mishandling donations by others for events or causes.

7C.

7Ci.

September/October 2020

Facility / Park Maintenance Activities

- Routine cleaning activities – Including restrooms, trash and doggie potty removal.
- Inspected facilities for cleanliness and/or damage after each scheduled event
- Routine check on Play areas for safety and wasp nests raking the swing areas.
- RV lot fencing permit is pending.
- Power washing project continued.
- Sidewalk phase 4 completed. Phase 5 starts November
- Sidewalk grinding continued.
- Replaced picknick table Lakeshore park bathroom area due to vandalism.
- Refurbished landscaping Pavilion area Catbrier/Beargrass Rd
- Replaced message board Townsquare.
- Storm drain project pending finalization.

Ponds

- See Pond report.

Irrigation

- All Clocks inspected & adjusted as needed.
- Maxicomm fully functional.
- Clocks 2 and 3 not accessible at this point.
- Repaired 2 mainline Breaks Catbrier

Pools Operations

- Pools checked, chemically balanced and cleaned daily.
- Replaced filter pump motor Splashpad
- Pressure washed roofs of pools.

Boat Maintenance

- All propellers weekly checked, and boats cleaned.
- Paint maintenance continued Dock fencing area.

Buck Lake Activities

- Boat Orientation held 10 attended

Access Cards

- Approximately 25 ID cards have been made this month.

End of Report.



7Cii.

HARMONY CDD

Gerhard vd Snel

Date	Resident	Time	M	W	F	S	Total	20'	16'	16'	18'	Tracker	Canoe	Kayak	Comments
			Th	S			Pass	Pont	Pont	SunTrk	Bass	Bass			
9/16/2020	David Walker	7:30 - 10:30 AM					6	X							
9/16/2020	David Walker	1:00 - 4:00 PM					6	X							
9/17/2020	Ivan Wimbish	7:30 - 10:30 AM					4	X							
9/17/2020	Robert Martz	7:30 - 10:30 AM					4			X					
9/17/2020	David Bronson	1:00 - 4:00 PM					3	X							
9/18/2020	David Walker	1:00 - 4:00 PM					6	X							
9/19/2020	Jonathan Bradshaw	7:30 - 10:30 AM					2	X							
9/19/2020	Emily Leonardo	7:30 - 10:30 AM					5			X					
9/19/2020	Ronald Young	7:30 - 10:30 AM					4		X						
9/19/2020	Jerome Schletter	8:00 - 11:00 AM					2				X				
9/19/2020	Kanwal Chaudhry	1:00 - 4:00 PM					6	X							
9/20/2020	Joshua Gutman	7:30 - 10:30 AM			X		4	X							
9/20/2020	Cheryl Gelinas	7:30 - 10:30 AM			X		5			X					
9/20/2020	BEATRIZ BRICUYET	1:00 - 4:00 PM			X		8	X							
9/20/2020	Mohammed Rahman	1:00 - 4:00 PM			X		5			X					
9/20/2020	David Bronson	1:00 - 4:00 PM			X		3	X							
9/21/2020	Louise Triplett	1:00 - 4:00 PM	X				2			X					
9/25/2020	Collin LaHue	7:30 - 10:30 AM					2				X				
9/26/2020	Ralph Tesoriero	7:30 - 10:30 AM					2					X			
9/26/2020	Betty Walker	7:30 - 10:30 AM					6	X							
9/26/2020	Patrick Conley	7:30 - 10:30 AM					2			X					
9/26/2020	Collin LaHue	7:30 - 10:30 AM					2				X				
9/26/2020	Carol Regalado	1:00 - 4:00 PM					7	X							
9/27/2020	Donald Rice	7:30 - 10:30 AM			X		2		X						
9/27/2020	Lori Isaac	7:30 - 10:30 AM			X		4			X					
9/27/2020	adam Kelley	7:30 - 10:30 AM			X		6	X							
9/27/2020	Mohammed Rahman	10:00 - 2:00 PM			X		2								
9/30/2020	Mohammed Rahman	7:30 - 9:00 AM					2								
10/2/2020	Collin LaHue	7:30 - 10:30 AM					2				X				
10/3/2020	Collin LaHue	7:30 - 10:30 AM					3			X					
10/3/2020	Ivan Wimbish	7:30 - 10:30 AM					4	X							
10/3/2020	Sandy Miranda	1:00 - 4:00 PM					5			X					
10/3/2020	Kanwal Chaudhry	1:00 - 4:00 PM					7	X							
10/4/2020	Donald Rice	7:30 - 10:30 AM			X		2		X						
10/4/2020	Cheryl Gelinas	7:30 - 10:30 AM			X		7	X							

			2	16	193	22	4	11	5	3	1	0	
					Total Passengers:								
					193								
					Total Trips: 48								

Date	Resident	Time	M Th	W S	F S	Total Pass	20' Pont	16' Pont	16' SunTrk	18' Bass	Tracker Bass	Canoe	Kayak	Comments
10/4/2020	Jose Ruiz	1:00 - 4:00 PM			X	7	X							
10/7/2020	William Garard	7:30 - 11:30 AM				1						X		
10/9/2020	Collin LaHue	7:30 - 10:30 AM				2				X				
10/9/2020	William Garard	7:30 - 10:30 AM				2					X			
10/10/2020	Patrick Conley	7:30 - 10:30 AM				2			X					
10/10/2020	Collin LaHue	7:30 - 10:30 AM				3	X							
10/10/2020	Lance Boutcher	7:30 - 10:30 AM				2					X			
10/10/2020	BEATRIZ BRICUYET	1:00 - 4:00 PM				8	X							
10/11/2020	Lori Isaac	7:30 - 10:30 AM			X	4	X							
10/11/2020	Donald Rice	7:30 - 10:30 AM			X	2		X						
10/11/2020	KIMBERLY TORNILLO	1:00 - 4:00 PM			X	4			X					
10/11/2020	John Bontya	1:00 - 4:00 PM			X	8	X							
10/12/2020	Keith Lash	1:00 - 4:00 PM	X			6	X							
			2	16		193	22	4	11	5	3	1	0	
						Total Passengers: 193								
						Total Trips: 48								

7Ciii.

Facebook report September/October 2020

On an average of 10 times per month new and existing residents contact me for information regarding obtaining Pool ID access cards and boat reservations. This is filtered out of this report.

On Sept 15th a resident had a concern about trash piling up in her street in Ashley Park. Redirected resident to the HOA.

On October 8th a resident reported a broken TV cable line. Redirected resident to Spectrum.

On October 8th a resident reported a wasp nest on the closed off play area at the dog park. CDD staff resolved.

On October 11th a resident asked for a dog potty station to be filled extra. CDD replied.

On October 11th a resident reported another resident blowing leaves in the storm drain. Upon arrival resident was gone.

End of report.

7Civ.

Harmony District Ponds Report

Pond #	Pond Name	Pond Acres	Duckweed	Algae	Cattail	Pennywort	Grasses	Spatterdock	September 2020 September-November	Treatment Plan
Map Quickview, click here. Internet access not required			SEVERITY: L1=minimal L2=moderate L3=significant L4=extreme Blank = indicates non issue					Current Treatment	* Se Clear G-Algae * Komeen Crystals-Hydrilla * SonarOne-Hydrilla * Diquat-Latorial plants	
Map links below Require Internet										
1	H-1	1.4					L1		No treatment needed	
2	H-1	1.0					L1		No treatment needed	
3	H-1	2.3				L1			No treatment needed	
4	H-2	3.7		L1			L1		No treatment needed	
5	Cherry Hill	2.8		L1					No treatment needed	
6	S. Long Pond	3.1					L1		No treatment needed	
7	N. Long Pond	3.1					L1		No treatment needed	
8	Dog Park Tr.	3.5		L1					No treatment needed	
9	Dog Park Tr.	1.0					L1		No treatment needed	
10	Dog Park	3.0					L1		No treatment needed	
11	Estates N.	1.8		L1					algae	cutrine
12	Estates S.	1.7		L1					algae	cutrine
13	Golf Course	1.5		L1						
14	Golf Course	1.5		L1						
15	Golf Course	4.0		L1						
16	Golf Course	3.4		L1						
17	Golf Course	1.4		L1						
18	Golf Course	2.0		L2						
19	Golf Course	5.3		L1						
20	Golf Course	3.5								
21	Golf Course	2.3		L1						
22	Golf Course	3.2		L2						
23	Golf Course	2.0		L1						
24	Golf Course	2.0		L1						
25	Golf Course	0.5		L2						
26	Golf Course	0.7								
27	Golf Course	0.7		L2						
28	Golf Course	1.3		L1						
29	Golf Course	1.2		L1						
30	Golf Course	2.3		L1						
31	Golf Course	1.1		L2						
32	Golf Course	2.0		L1						
33	W. Lake	1.3		L1						
34	W. Lake	0.0							Future pond, not active	
35	W. Lake	0.0							Future pond, not active	
36	N. Lake	0.0							Future pond, not active	
37	E. Lake	3.0				L1			Littoral Weeds	Round Up
38	E. Lake	0.5				L1			No treatment needed	
39	S. Lake	3.3				L1			Littoral Weeds	Round Up
40	S. Lake	1.4				L1			No treatment needed	
41	S. Lake	2.3	L1						No treatment needed	
42	S. Lake	5.2	L1						No treatment needed	
43	Waterside	3.0	L2						Littoral Weeds	Round Up
44	DOT	6.0			L1				No treatment needed	
45	DOT	3.6			L1				No treatment needed	
46	DOT	2.0			L2				No treatment needed	
47	Maintenance	0.4			L1				No treatment needed	
48	Feathergrass	0.0			L1				No treatment needed	
TOTAL ACRES		1.0	Total size (in acres) of all ponds combined							
AVG. TREATED ACRES		0.2	Average treated pond area is roughly 20%							
Additonal Notes:		Ponds are doing good now and we have been spraying weeds and cutting down any high growing weeds to make them look better. Trash is always high and we are pulling out as we go. The overall health and wellness of them is good we are treating for algae and surface growth on a few.								

Harmony District Ponds Map

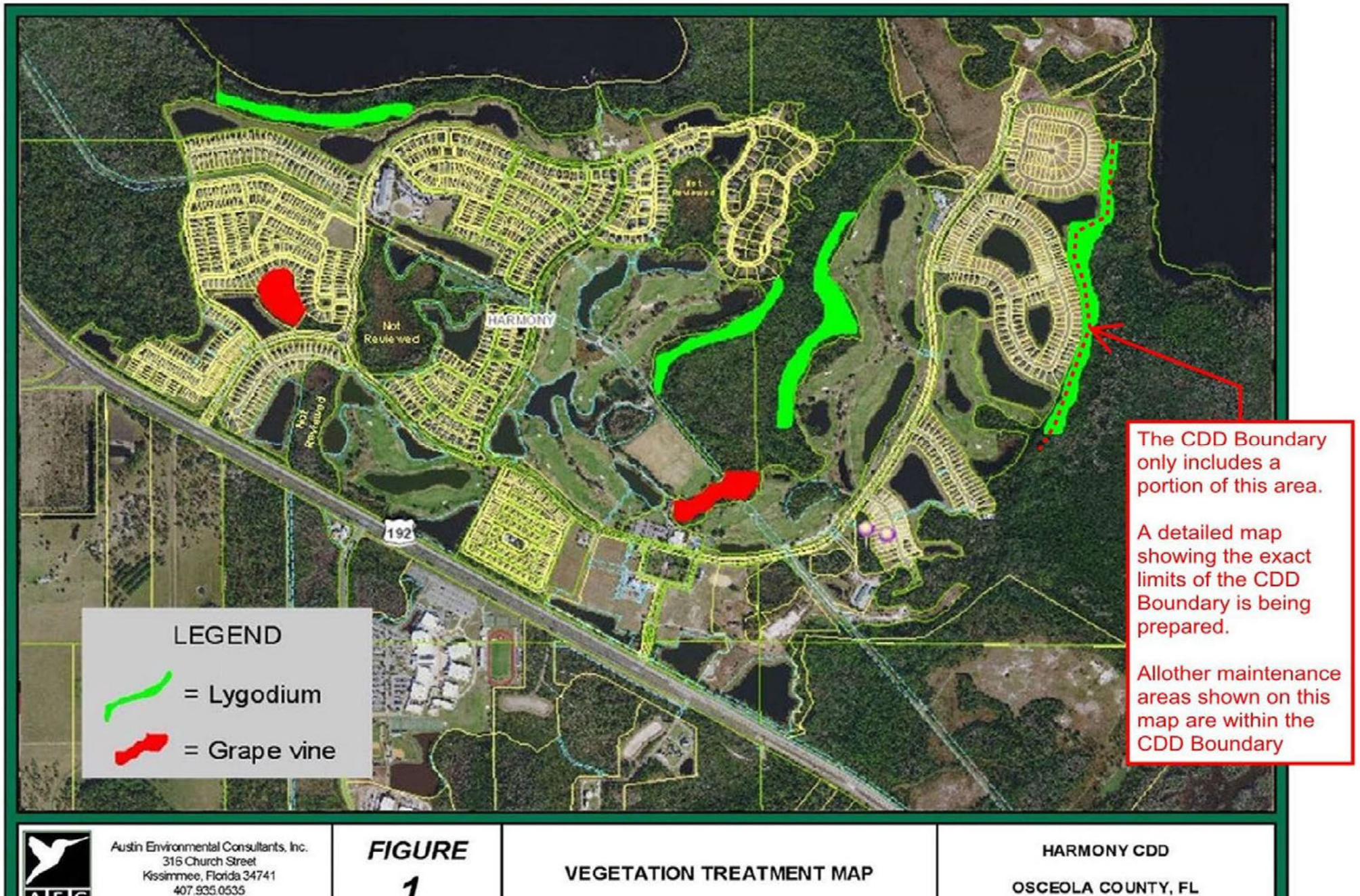


7Cv

Harmony Community Development District Field Services Monthly Wetland Report

#	Maintenance Area Name	Acres	Invasive Species	Reporting Date: September -October	Treatment Status
Map Tab Shows Local QuickMap			Vegetation Identification Infestation Severity High, Medium, Low	Prescribed Treatment	Pending Activities Percent Complete
Click Links Below For Internet Maps					
1	Buck Lake - South	1.4 ?	Lygodium High	Spraying only with a mixture of roundup and cutrine.	Sprayed and checked some small areas and working on a few more sections.
2	Green - South	1.0 ?	Grapevine Medium	Sprayed with round up and cut the vines running up the base of the tree.	Retreating some of the main areas for new growth.
3	Golf Course - West	2.3 ?	Lygodium High	Spraying along a lot of the main sections to gain access further into the woods.	Large amounts of fern and grape vine.
4	Golf Course - East	3.7 ?	Lygodium High	Started to treat	large pockets of grapevine and fern.
5	Golf Course - South	2.8 ?	Grapevine Medium	treating with roundup	Spraying mostly fern once treated and further into the interior areas.
6	The Lakes - East	3.1 ?	Lygodium High	treating with round up	starting to spray just on the outside areas
7	{Future}	0.0	-----		
8	{Future}	0.0	-----		
9	{Future}	0.0	-----		
10	{Future}	0.0	-----		
11	{Future}	0.0	-----		
12	{Future}	0.0	-----		
13	{Future}	0.0	-----		
14	{Future}	0.0	-----		
15	{Future}	0.0	-----		
TOTAL ACRES		0.5	Total size (in acres) of all foliage maintenance areas		
AVG. TREATED ACRES			Average infested foliage treated area is roughly 20%		

Additional Notes: This month I have been working in the area between Schoolhouse and Five oaks that is backed up behind the large dog park as we have found large areas of both fern and grapevine. This area is quite big and a lot of cutting is needed getting to the areas and needed before spraying it. We have moved around the opposite side heading Five oaks back towards schoolhouse road. This area is very heavy with vines and needs a lot of cutting around all the trees.



EIGHTH ORDER OF BUSINESS

8A

MEMORANDUM

TO: Board of Supervisors, Harmony CDD
FROM: Helena Randel, Accountant
CC: Kristen Suit, District Manager
DATE: October 20, 2020
SUBJECT: September 2020 Financials

Please find the attached September 2020 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 Helena.Randel@Inframark.com.

General Fund

- Total Revenue through September is approximately 104% of the annual budget.
 - Sale of Surplus Equipment - Net proceeds from sale of boat motor.
 - Other Miscellaneous Revenues - Tax collector refunded fire rescue assessment on exempt parcels.
 - Insurance Reimbursements - Sign, post and shrub damage claim of \$891 and hit and run-OV hit IV claim of \$2,205.
- Total Expenditures through September are at 96% of the annual budget.
 - ▶ Administrative
 - ProfServ-Engineering - Boyd Civil Engineering services.
 - ProfServ-Legal Services - Young Qualls, PA general counsel, litigation and land dedication services.
 - ProfServ-Trustee Fees - US Bank series 2014 and 2015 services
 - Rental-Meeting Room - FY20 room rental services were recorded as a prepayment when paid in Sept. 2019, then moved to 'Rental-Meeting Room' in October 2019.
 - Misc.-Contingency - Includes ROA quarterly management services, zoom meeting setup, reimbursement to Inframark and a Centerstate bank fee.
 - ▶ Field
 - ProfServ-Field Management - Florida Resource Mgmt services and health/life insurance.
 - ▶ Landscaping Services
 - R&M-Trees and Trimming - Lift, thin, remove and plant community trees.
 - Miscellaneous Services - East lake berm maintenance and ancillary landscaping costs.
 - ▶ Utilities
 - Electricity-General - Services provided by OUC.
 - Electricity-Streetlighting - Services provided by OUC.
 - Utility-Water & Sewer - Services provided by TOHO.
 - ▶ Operation & Maintenance
 - Communication-Telephone - Sprint Solutions.
 - R&M-Pools - Rebuild kit, parts and supplies, monthly control lease for Ashley Park, splash pad repairs and pool umbrellas.
 - R&M-Sidewalks - Stump grinding, sidewalk repair and parts purchased for maintenance. In August, The district received a \$4,860 check from the insurance provider for reimbursement of sidewalk repairs (TIP's program).
 - R&M-Equipment Boats - Includes purchase of outboard remote long shaft, parts and supplies.
 - Misc.-Security Enhancements - Internet service, proxy cards, Ashley Park gate reader, security DVR, LED monitors, wireless camera systems and ancillary costs.
 - Capital Outlay-Other - Playground equipment and 4" well.
 - Capital Outlay-Vehicles - Polaris Utility Vehicle.
 - Reserve-Renewal & Replacement - Emergency storm drain replacement \$30,170 and trailer costs (trench \$1,500, disconnect power and move service \$6,960, truck rental and container lease \$5,800, installation of shell area \$7,725).
 - ▶ Other Financing Sources (Uses)
 - Operating Transfers-Out-FY18, FY19 and FY20 VC1 debt service assessments transferred from the general fund to the series 2015 debt service fund.
- In FY 2019, the general fund loaned the series 2015 debt service fund \$53,231.95 to cover a shortfall. This loan has been repaid.
- In FY 2020, the general fund loaned the series 2015 debt service fund \$4,658.20 to cover a shortfall in October and \$71,193.25 to cover a shortfall in April. These loans have been repaid.

HARMONY

Community Development District

Financial Report

September 30, 2020

Prepared by



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HARMONY

Community Development District

Financial Statements

(Unaudited)

September 30, 2020

HARMONY

Community Development District

Governmental Funds**Balance Sheet**
September 30, 2020

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2014 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>				
Cash - Checking Account	\$ 543,078	\$ -	\$ -	\$ 543,078
Accounts Receivable	3,152	-	-	3,152
Investments:				
Certificates of Deposit - 12 Months	106,442	-	-	106,442
Money Market Account	733,917	-	-	733,917
Prepayment Account	-	23,077	337,047	360,124
Reserve Fund	-	607,313	340,000	947,313
Revenue Fund	-	597,913	298,295	896,208
Prepaid Items	10,931	-	-	10,931
TOTAL ASSETS	\$ 1,397,520	\$ 1,228,303	\$ 975,342	\$ 3,601,165
<u>LIABILITIES</u>				
Accounts Payable	\$ 88,402	\$ -	\$ -	\$ 88,402
TOTAL LIABILITIES	88,402	-	-	88,402
<u>FUND BALANCES</u>				
Nonspendable:				
Prepaid Items	10,931	-	-	10,931
Restricted for:				
Debt Service	-	1,228,303	975,342	2,203,645
Assigned to:				
Operating Reserves	423,528	-	-	423,528
Reserves-Renewal & Replacement	40,215	-	-	40,215
Reserves - Sidewalks & Alleyways	213,208	-	-	213,208
Reserves-Uninsured Repairs	50,000	-	-	50,000
Unassigned:	571,236	-	-	571,236
TOTAL FUND BALANCES	\$ 1,309,118	\$ 1,228,303	\$ 975,342	\$ 3,512,763
TOTAL LIABILITIES & FUND BALANCES	\$ 1,397,520	\$ 1,228,303	\$ 975,342	\$ 3,601,165

HARMONY

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 6,000	\$ 6,000	\$ 8,138	\$ 2,138
Hurricane Irma FEMA Refund	-	-	1,158	1,158
Interest - Tax Collector	-	-	783	783
Special Assmnts- Tax Collector	1,876,212	1,876,212	1,853,780	(22,432)
Special Assessments-Tax Collector-VC1	(22,435)	(22,435)	-	22,435
Special Assmnts- Discounts	(75,048)	(75,048)	(20,841)	54,207
Sale of Surplus Equipment	-	-	1,454	1,454
Other Miscellaneous Revenues	-	-	694	694
Access Cards	1,200	1,200	2,080	880
Insurance Reimbursements	-	-	3,096	3,096
Facility Revenue	300	300	766	466
User Facility Revenue	12,600	12,600	21,460	8,860
TOTAL REVENUES	1,798,829	1,798,829	1,872,568	73,739

EXPENDITURES**Administration**

P/R-Board of Supervisors	11,200	11,200	10,800	400
FICA Taxes	857	857	826	31
ProfServ-Arbitrage Rebate	1,200	1,200	600	600
ProfServ-Dissemination Agent	1,500	1,500	1,500	-
ProfServ-Engineering	7,500	7,500	14,891	(7,391)
ProfServ-Legal Services	75,000	75,000	94,587	(19,587)
ProfServ-Mgmt Consulting Serv	64,985	64,985	64,985	-
ProfServ-Property Appraiser	779	779	392	387
ProfServ-Special Assessment	8,822	8,822	8,822	-
ProfServ-Trustee Fees	10,024	10,024	10,560	(536)
Auditing Services	4,355	4,355	4,355	-
Postage and Freight	750	750	732	18
Rental - Meeting Room	4,200	4,200	3,600	600
Insurance - General Liability	27,867	27,867	22,888	4,979
Printing and Binding	2,000	2,000	251	1,749
Legal Advertising	900	900	847	53
Misc-Property Taxes	26,600	26,600	-	26,600
Misc-Records Storage	150	150	-	150
Misc-Assessmnt Collection Cost	37,524	37,524	36,659	865
Misc-Contingency	2,600	2,600	2,633	(33)

HARMONY

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Office Supplies	150	150	-	150
Annual District Filing Fee	175	175	175	-
Total Administration	289,138	289,138	280,103	9,035
<u>Field</u>				
ProfServ-Field Management	290,000	290,000	278,023	11,977
Total Field	290,000	290,000	278,023	11,977
<u>Landscape Services</u>				
Contracts-Mulch	61,000	61,000	59,405	1,595
Contracts - Landscape	278,000	278,000	260,808	17,192
Cntrs-Shrub/Grnd Cover Annual Svc	157,000	157,000	154,291	2,709
R&M-Irrigation	15,000	15,000	8,887	6,113
R&M-Trees and Trimming	25,000	25,000	29,810	(4,810)
Miscellaneous Services	27,475	27,475	26,775	700
Total Landscape Services	563,475	563,475	539,976	23,499
<u>Utilities</u>				
Electricity - General	32,000	32,000	33,920	(1,920)
Electricity - Streetlighting	88,000	88,000	100,399	(12,399)
Utility - Water & Sewer	150,000	150,000	153,651	(3,651)
Total Utilities	270,000	270,000	287,970	(17,970)
<u>Operation & Maintenance</u>				
Communication - Telephone	4,500	4,500	5,764	(1,264)
Utility - Refuse Removal	3,000	3,000	2,771	229
R&M-Ponds	10,000	10,000	3,008	6,992
R&M-Pools	25,000	25,000	34,071	(9,071)
R&M-Roads & Alleyways	5,000	5,000	2,051	2,949
R&M-Sidewalks	15,000	15,000	33,048	(18,048)
R&M-Vehicles	20,000	20,000	9,743	10,257
R&M-User Supported Facility	12,600	12,600	10,070	2,530
R&M-Equipment Boats	7,500	7,500	9,190	(1,690)
R&M-Parks & Facilities	70,000	70,000	19,359	50,641
Miscellaneous Services	2,400	2,400	1,250	1,150
Misc-Contingency	9,000	9,000	4,276	4,724
Misc-Security Enhancements	7,500	7,500	8,224	(724)
Op Supplies - Fuel, Oil	5,000	5,000	3,258	1,742
Cap Outlay - Other	5,000	5,000	33,073	(28,073)
Cap Outlay - Vehicles	20,000	20,000	15,451	4,549

HARMONY

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Reserve - Renewal&Replacement	-	-	52,155	(52,155)
Reserve - Sidewalks & Alleyways	60,000	60,000	-	60,000
Total Operation & Maintenance	<u>281,500</u>	<u>281,500</u>	<u>246,762</u>	<u>34,738</u>
TOTAL EXPENDITURES	1,694,113	1,694,113	1,632,834	61,279
Excess (deficiency) of revenues				
Over (under) expenditures	<u>104,716</u>	<u>104,716</u>	<u>239,734</u>	<u>135,018</u>
<u>OTHER FINANCING SOURCES (USES)</u>				
Operating Transfers-Out	-	-	(83,196)	(83,196)
Contribution to (Use of) Fund Balance	104,716	-	-	-
TOTAL FINANCING SOURCES (USES)	104,716	-	(83,196)	(83,196)
Net change in fund balance	<u>\$ 104,716</u>	<u>\$ 104,716</u>	<u>\$ 156,538</u>	<u>\$ 51,822</u>
FUND BALANCE, BEGINNING (OCT 1, 2019)	1,152,580	1,152,580	1,152,580	
FUND BALANCE, ENDING	<u>\$ 1,257,296</u>	<u>\$ 1,257,296</u>	<u>\$ 1,309,118</u>	

HARMONY

Community Development District

Series 2014 Debt Service Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 1,000	\$ 1,000	\$ 8,012	\$ 7,012
Special Assmnts- Tax Collector	1,255,895	1,255,895	1,248,229	(7,666)
Special Assmnts- Prepayment	-	-	44,405	44,405
Special Assmnts- Discounts	(50,235)	(50,235)	(14,033)	36,202
TOTAL REVENUES	1,206,660	1,206,660	1,286,613	79,953
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessmnt Collection Cost	25,118	25,118	24,684	434
Total Administration	25,118	25,118	24,684	434
<u>Debt Service</u>				
Principal Debt Retirement	615,000	615,000	610,000	5,000
Principal Prepayments	-	-	95,000	(95,000)
Interest Expense	571,213	571,213	569,413	1,800
Total Debt Service	1,186,213	1,186,213	1,274,413	(88,200)
TOTAL EXPENDITURES	1,211,331	1,211,331	1,299,097	(87,766)
Excess (deficiency) of revenues Over (under) expenditures	(4,671)	(4,671)	(12,484)	(7,813)
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(4,671)	-	-	-
TOTAL FINANCING SOURCES (USES)	(4,671)	-	-	-
Net change in fund balance	\$ (4,671)	\$ (4,671)	\$ (12,484)	\$ (7,813)
FUND BALANCE, BEGINNING (OCT 1, 2019)	1,240,787	1,240,787	1,240,787	
FUND BALANCE, ENDING	\$ 1,236,116	\$ 1,236,116	\$ 1,228,303	

HARMONY

Community Development District

Series 2015 Debt Service Fund**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 300	\$ 300	\$ 6,923	\$ 6,623
Special Assmnts- Tax Collector	1,029,367	1,029,367	937,503	(91,864)
Special Assmnts- Prepayment	-	-	693,013	693,013
Special Assmnts- Discounts	(41,175)	(41,175)	(10,540)	30,635
TOTAL REVENUES	988,492	988,492	1,626,899	638,407
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessmnt Collection Cost	20,587	20,587	18,539	2,048
Total Administration	20,587	20,587	18,539	2,048
<u>Debt Service</u>				
Principal Debt Retirement	430,000	430,000	395,000	35,000
Principal Prepayments	-	-	1,315,000	(1,315,000)
Interest Expense	556,606	556,606	532,613	23,993
Total Debt Service	986,606	986,606	2,242,613	(1,256,007)
TOTAL EXPENDITURES	1,007,193	1,007,193	2,261,152	(1,253,959)
Excess (deficiency) of revenues				
Over (under) expenditures	(18,701)	(18,701)	(634,253)	(615,552)
<u>OTHER FINANCING SOURCES (USES)</u>				
Interfund Transfer - In	-	-	83,196	83,196
Contribution to (Use of) Fund Balance	(18,701)	-	-	-
TOTAL FINANCING SOURCES (USES)	(18,701)	-	83,196	83,196
Net change in fund balance	\$ (18,701)	\$ (18,701)	\$ (551,057)	\$ (532,356)
FUND BALANCE, BEGINNING (OCT 1, 2019)	1,526,399	1,526,399	1,526,399	
FUND BALANCE, ENDING	\$ 1,507,698	\$ 1,507,698	\$ 975,342	

HARMONY

Community Development District

Supporting Schedules

September 30, 2020

HARMONY

Community Development District

Non-Ad Valorem Special Assessments
Osceola County Tax Collector - Monthly Collection Report
For the Fiscal Year Ending September 30, 2020

					Allocation by Fund		
Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	General Fund	Series 2014 Debt Service Fund	Series 2015 Debt Service Fund
ASSESSMENTS LEVIED FY 2020				\$ 4,039,513	\$ 1,853,780	\$ 1,248,230	\$ 937,503
Allocation %				100%	45.89%	30.90%	23.21%
11/08/19	11,970	657	245	12,871	5,907	3,977	2,987
11/21/19	222,565	9,463	4,542	236,570	108,565	73,101	54,904
12/06/19	1,608,753	68,399	32,832	1,709,984	784,732	528,394	396,859
12/09/19	844	10	17	871	400	269	202
12/23/19	296,629	11,114	6,054	313,797	144,005	96,965	72,827
01/10/20	43,523	1,374	888	45,785	21,011	14,148	10,626
01/13/20	4,833	145	99	5,077	2,330	1,569	1,178
02/12/20	44,693	986	912	46,592	21,382	14,397	10,813
02/12/20	1,839	20	38	1,896	870	586	440
03/09/20	31,053	360	634	32,048	14,707	9,903	7,438
04/10/20	51,698	-	1,055	52,753	24,209	16,301	12,243
04/10/20	3,982	-	81	4,064	1,865	1,256	943
05/12/20	18,683	(460)	381	18,604	8,538	5,749	4,318
05/12/20	3,356	-	68	3,425	1,572	1,058	795
06/08/20	499,277	(14,839)	10,189	494,628	226,991	152,842	114,795
06/13/20	1,070,517	(31,816)	21,847	1,060,548	486,698	327,715	246,136
TOTAL	\$ 3,914,216	\$ 45,414	\$ 79,882	\$ 4,039,513	\$ 1,853,780	\$ 1,248,229	\$ 937,503

Collected in % 100%

TOTAL OUTSTANDING	\$ -	\$ -	\$ -	\$ -
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1.) Prepayments were received during the budget process resulting in a variance between assessments budgeted and assessments placed on the tax roll.

HARMONY
Community Development District

Cash and Investment Report
September 30, 2020

General Fund

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account- Operating	Bank United	Checking Account	n/a	0.00%	\$356,880
Checking Account- Operating	CenterState Bank	Interest Bearing Account	n/a	0.05%	\$180,794
Debit Account	CenterState Bank	Debit Account	n/a	0.25%	\$5,404
Subtotal					\$543,078
Certificate of Deposit	BankUnited	12 month CD	2/19/2021	1.60%	\$106,442
Money Market Account	BankUnited	Money Market Account	n/a	0.30%	\$733,917
Subtotal					\$840,358

Debt Service and Capital Projects Funds

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2014 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.02%	\$23,077
Series 2014 Reserve Fund	US Bank	US Bank Governmental Obligation Fund	n/a	0.02%	\$607,313
Series 2014 Revenue Fund	US Bank	US Bank Governmental Obligation Fund	n/a	0.02%	\$597,913
Series 2015 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.02%	\$337,047
Series 2015 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.02%	\$340,000
Series 2015 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.02%	\$298,295
Subtotal					\$2,203,645
Total					\$3,587,081

8B

Harmony

Community Development District

*General Fund***Invoice Approval Report # 246****October 16, 2020**

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
ADVANCED MARINE SERVICES	108889	R	\$ 651.96
		Vendor Total	\$ 651.96
AMERITAS LIFE INSURANCE CORP.	091520-0000	R	\$ 127.12
		Vendor Total	\$ 127.12
BOYD CIVIL ENGINEERING	02767	A	\$ 2,466.25
		Vendor Total	\$ 2,466.25
BRIGHT HOUSE NETWORKS - ACH	028483401090720 ACH	R	\$ 123.98
	028483501093020 ACH	R	\$ 99.98
		Vendor Total	\$ 223.96
CENTRAL FL GOLF CARS, INC. dba ORLANDO GOLF CARS	102455	R	\$ 11,145.12
		Vendor Total	\$ 11,145.12
COMPLETE I.T.	5590	R	\$ 50.00
		Vendor Total	\$ 50.00
DEPT OF ECONOMIC OPPORTUNITY	82292	R	\$ 175.00
		Vendor Total	\$ 175.00
FEDEX	7-143-16748	R	\$ 25.10
	7-116-78797	R	\$ 17.12
		Vendor Total	\$ 42.22
FLORIDA RESOURCE MGT LLC-ACH	82617 ACH	R	\$ 10,273.83
	82751 ACH	R	\$ 10,164.36
	82898 ACH	R	\$ 10,147.60
		Vendor Total	\$ 30,585.79
HARMONY CDD	100520	R	\$ 120,000.00
	100620	R	\$ 175,000.00
		Vendor Total	\$ 295,000.00
HUMANA MEDICAL PLAN	512980243	R	\$ 1,801.72
		Vendor Total	\$ 1,801.72
INFRAMARK, LLC	56444	A	\$ 5,627.80
		Vendor Total	\$ 5,627.80

Harmony

Community Development District

General Fund

Invoice Approval Report # 246**October 16, 2020**

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
NORTH SOUTH SUPPLY, INC.	3354314	R	\$ 211.25
	3354315	R	\$ 177.87
	3358491	R	\$ 85.78
	3357372	R	\$ 207.97
	3358330	R	\$ 124.02
	Vendor Total		\$ 721.11
ORLANDO UTILITY COMMISSION	090920-9921 ACH	R	\$ 10,825.25
		Vendor Total	\$ 10,825.25
PINEY BRANCH MOTORS INC - ACH dba ALLIED TRAILERS	RI1033692 ACH	R	\$ 490.00
	RI1033693 ACH	R	\$ 90.00
	Vendor Total		\$ 580.00
POOLSURE	101295610267	R	\$ 322.50
	101295610266	R	\$ 468.40
	101295610037	R	\$ 60.00
	101295610038	R	\$ 35.00
	Vendor Total		\$ 885.90
PUBLIC RISK INSURANCE AGENCY	69758	R	\$ 25,238.00
		Vendor Total	\$ 25,238.00
SANDRA L. SCHNEIDER	INV-0268	R	\$ 14,400.00
		Vendor Total	\$ 14,400.00
SERVELLO & SONS INC	17608	R	\$ 640.00
	17609	R	\$ 704.00
	17474	R	\$ 39,080.95
	17537	R	\$ 653.42
	17783	R	\$ 1,586.00
	Vendor Total		\$ 42,664.37
SPRINT SOLUTIONS, INC. - ACH	244553043-086 ACH	R	\$ 501.92
		Vendor Total	\$ 501.92
TOHO WATER AUTHORITY	091720 ACH	R	\$ 9,821.22
		Vendor Total	\$ 9,821.22
WASTE CONNECTIONS OF FL.	1295746	R	\$ 206.99
		Vendor Total	\$ 206.99

Harmony

Community Development District

*General Fund***Invoice Approval Report # 246****October 16, 2020**

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
YOUNG QUALLS, P.A.	16090	A	\$ 9,428.25
	15945	A	\$ 7,150.50
		Vendor Total	<u>\$ 16,578.75</u>

Total	<u>\$ 470,320.45</u>
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Total Invoices	\$ 470,320.45
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HARMONY

Community Development District

Check Register

September 1 - September 30, 2020

HARMONY COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 09/01/20 to 09/30/20

(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
CENTERSTATE BANK GF - (ACCT# XXXXX2933)									
Check	55505	09/10/20	Vendor	HARMONY CDD	090820	TRXF FROM CS CK TO BU CK	Cash with Fiscal Agent	103000	\$120,000.00
ACH	DD607	09/02/20	Employee	STEVEN P. BERUBE	PAYROLL	September 02, 2020 Payroll Posting			\$184.70
ACH	DD608	09/02/20	Employee	DAVID L. FARNSWORTH	PAYROLL	September 02, 2020 Payroll Posting			\$184.70
ACH	DD609	09/02/20	Employee	WILLIAM BOKUNIC	PAYROLL	September 02, 2020 Payroll Posting			\$184.70
ACH	DD610	09/02/20	Employee	MICHAEL J. SCARBOROUGH	PAYROLL	September 02, 2020 Payroll Posting			\$184.70
ACH	DD612	09/24/20	Vendor	FLORIDA RESOURCE MGT LLC-ACH	82751 ACH	PAYROLL PE 09/20/20	ProfServ-Field Management	001-531016-53901	\$10,164.36
ACH	DD613	09/10/20	Vendor	FLORIDA RESOURCE MGT LLC-ACH	82617 ACH	PAYROLL PE 09/06/20	ProfServ-Field Management	001-531016-53901	\$10,273.83
ACH	DD614	09/28/20	Vendor	BRIGHT HOUSE NETWORKS - ACH	028483401090720 ACH	09/06-10/05/20 0050284834-01 Internet	Misc-Security Enhancements	001-549911-53910	\$123.98
Account Total									\$141,300.97

BANK UNITED GF - (ACCT# XXXXX9494)

Check	206	09/03/20	Vendor	AMERITAS LIFE INSURANCE CORP.	081720-0000	09/01-09/30 LIFE INSURANCE	ProfServ-Field Management	001-531016-53901	\$206.32
Check	207	09/03/20	Vendor	BOYD CIVIL ENGINEERING	02722	ENG SRVC FOR 07/01-07/31/20	ProfServ-Engineering	001-531013-51501	\$1,637.50
Check	208	09/03/20	Vendor	COMPLETE I.T.	5496	08/27 ZOOM MEETING SETUP	Misc-Contingency	001-549900-51301	\$50.00
Check	209	09/03/20	Vendor	HUMANA MEDICAL PLAN	512980417	SEPT 20 HEALTH INSURANCE	ProfServ-Field Management	001-531016-53901	\$1,801.72
Check	210	09/03/20	Vendor	POOLSURE	101295609001	SEPT SPLASH PAD CNTLRL LEASE	R&M-Pools	001-546074-53910	\$35.00
Check	210	09/03/20	Vendor	POOLSURE	101295609000	SEP ASHLEY PARK CNTLRL LEASE	R&M-Pools	001-546074-53910	\$60.00
Check	211	09/03/20	Vendor	SPIES POOL LLC	356127	RPLC SPLASH PAD MOTOR/SHAFT SEAL	R&M-Pools	001-546074-53910	\$499.50
Check	212	09/03/20	Vendor	SSPS INC.	87070	Sidewalk repair & maint supplies	R&M-Sidewalks	001-546084-53910	\$142.37
Check	213	09/03/20	Vendor	YOUNG QUALLS, P.A.	16048	GEN COUNSEL THRU 07/30/20	ProfServ-Legal Services	001-531023-51501	\$5,465.00
Check	214	09/10/20	Vendor	ARROW PAVEMENT SERVICES INC.	0903201	RPLC CONCRETE SIDEWALK	R&M-Sidewalks	001-546084-53910	\$9,600.00
Check	215	09/10/20	Vendor	BROWNIE'S SEPTIC & PLUMBING LLC	151146	VACTOR & SWR CAMERA	Reserve - Renewal&Replacement	001-568130-53910	\$5,170.00
Check	216	09/10/20	Vendor	SPIES POOL LLC	356426	SRVC CALL-ASHLEY PARK POOL BREAKER	R&M-Pools	001-546074-53910	\$175.00
Check	217	09/10/20	Vendor	WASTE CONNECTIONS OF FL.	1290964	09/01-09/30/20 WASTE REMOVAL	Utility - Refuse Removal	001-543020-53910	\$243.01
Check	218	09/24/20	Vendor	NORTH SOUTH SUPPLY, INC.	3354314	IRRIGATION SUPPLIES	R&M-Irrigation	001-546041-53902	\$211.25
Check	218	09/24/20	Vendor	NORTH SOUTH SUPPLY, INC.	3354315	IRRIGATION SUPPLIES	R&M-Irrigation	001-546041-53902	\$177.87
Check	219	09/24/20	Vendor	POOLSURE	101295610267	9/11 SWIM CLUB BLEACH & ACID	R&M-Pools	001-546074-53910	\$322.50
Check	219	09/24/20	Vendor	POOLSURE	101295610266	9/11 ASHLEY PARK BLEACH & CHEMICALS	R&M-Pools	001-546074-53910	\$468.40
Check	220	09/24/20	Vendor	SERVELLO & SONS INC	17608	INSTALL 100 JASMINE @ INDIAN GRASS TR PARK	Miscellaneous Services	001-549001-53902	\$640.00
Check	220	09/24/20	Vendor	SERVELLO & SONS INC	17609	INSTALL MISSING PLNTS on FIVEOAKS	Miscellaneous Services	001-549001-53902	\$704.00
ACH	DD709	09/02/20	Vendor	TOHO WATER AUTHORITY - ACH	071620-8389 ACH	06/16-07/16/20 WATER UTILITIES	Utility - Water & Sewer	001-543021-53903	\$189.45
ACH	DD710	09/16/20	Vendor	PINEY BRANCH MOTORS INC - ACH	RI1028478 ACH	9/02/20-10/01/20 40' Container Lease	Reserve - Renewal&Replacement	001-568130-53910	\$90.00
ACH	DD711	09/16/20	Vendor	PINEY BRANCH MOTORS INC - ACH	RI1028477 ACH	09/02/20-10/01/20 12X60 Office Trailer	Reserve - Renewal&Replacement	001-568130-53910	\$490.00
ACH	DD712	09/14/20	Vendor	BRIGHT HOUSE NETWORKS - ACH	028483501083020 ACH	08/28-09/27/20 0050284835-01	Misc-Security Enhancements	001-549911-53910	\$99.98
ACH	DD714	09/14/20	Vendor	SPRINT SOLUTIONS, INC. - ACH	244553043-085 ACH	07/26-08/26/20 244553043	Communication - Telephone	001-541003-53910	\$500.72
ACH	DD715	09/14/20	Vendor	TOHO WATER AUTHORITY - ACH	081720 ACH	07/17-08/16/20 WATER UTILITIES	Utility - Water & Sewer	001-543021-53903	\$19,788.90
ACH	DD716	09/28/20	Vendor	ORLANDO UTILITIES COMMISSION-ACH	081020-9921 ACH	07/09-08/10/20 WATER UTILITIES	Electricity - General	001-543006-53903	\$2,347.35
ACH	DD716	09/28/20	Vendor	ORLANDO UTILITIES COMMISSION-ACH	081020-9921 ACH	07/09-08/10/20 WATER UTILITIES	Electricity - Streetlighting	001-543013-53903	\$8,583.47
ACH	DD721	09/30/20	Vendor	ORLANDO UTILITIES COMMISSION-ACH	090920-9921 ACH	08/10-09/09/20 ELECTRIC UTILITIES	Electricity - General	001-543006-53903	\$2,250.88
ACH	DD721	09/30/20	Vendor	ORLANDO UTILITIES COMMISSION-ACH	090920-9921 ACH	08/10-09/09/20 ELECTRIC UTILITIES	Electricity - Streetlighting	001-543013-53903	\$8,410.41
ACH	DD721	09/30/20	Vendor	ORLANDO UTILITIES COMMISSION-ACH	090920-9921 ACH	08/10-09/09/20 ELECTRIC UTILITIES	Miscellaneous Services	001-549001-51301	\$163.96
ACH	DD727	09/30/20	Vendor	ORLANDO UTILITIES COMMISSION-ACH	093020	OUC W/D DUPLICATE PMT IN ERROR	Prepaid Items	155000	\$10,930.82
Account Total									\$81,455.38

Total Amount Paid	\$222,756.35
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HARMONY

Community Development District

Debit Card Invoices

September 1 - September 30, 2020

Monthly Debit Card Purchases
Sep-20

Date	Vendor	Description	Amount
9/9/2020	Ebay	Pressure Washer	999.99
9/9/2020	Kevin Vuu	Gloves	220.82
9/17/2020	UPS US	Shipping	11.39
9/1/2020	Jami Tires Plus	Small Tire Installation	12.90
9/1/2020	Amazon	Gloves	23.53
9/1/2020	Amazon	Pressure Washer Hose Assembly	107.07
9/2/2020	Apple.com	iCloud 200 GB Storage Plan (Apple)	2.99
9/2/2020	Winn Dixie	Staff Water	27.24
9/2/2020	D's Ace Hardware	Fasteners	37.08
9/3/2020	In Elco Motor Yachts	Outboard Remote Long Shaft	4,044.50
9/4/2020	Glacier Water	Staff Water	1.60
9/4/2020	Glacier Water	Staff Water	1.60
9/9/2020	Amazon	Return Gloves	(23.53)
9/9/2020	Amazon	Waterproof iPhone Case	21.99
9/9/2020	Sunoco	Fuel	54.02
9/9/2020	Amazon	Bubble Mailers	12.50
9/10/2020	Amazon	Refund Royobi 18V	(68.99)
9/10/2020	Wawa	Fuel	60.84
9/14/2020	Sunoco	Fuel	47.72
9/14/2020	Amazon	Royobi 18V Reciprocating Saw	92.99
9/15/2020	Amazon	Herbicide	329.97
9/17/2020	Occ Outdoors	Park Benches (4)	1,699.08
9/17/2020	Amazon	Oil Filter	6.94
9/18/2020	Amazon	Drill Bit Set	72.32
9/18/2020	Amazon	Socket Set	99.95
9/18/2020	Sunoco	Fuel	57.66
9/21/2020	Amazon	Hex Head Sleeve Anchor	23.99
9/21/2020	Amazon	Boat Water Pump	34.99
9/21/2020	Amazon	Air Filter	5.98
9/22/2020	Amazon	Pressure Washer Hose Reel	124.99
9/22/2020	Amazon	Motor Oil	44.02
9/23/2020	Amazon	Return Pressure Washer Hose Assembly	(107.07)
9/23/2020	Amazon	Rubbermade Microburst Refill	59.97
9/23/2020	Amazon	Anti-Corrosion Lube	6.69
9/23/2020	7-Eleven	Fuel	46.00
9/23/2020	Amazon	Battery Charger	35.99
9/24/2020	Amazon	Off Deep Woods	59.98
9/28/2020	Sunoco	Fuel - Sidewalks	55.02
9/25/2020	Amazon	Chainsaw, Carburetor, Wipes	128.97
9/25/2020	Amazon	Valve-Check	6.00
9/25/2020	Amazon	Break Cleaner	30.49
9/28/2020	Amazon	Vent Fitting Park	7.11
9/29/2020	Amazon	Waterproof Rain Jacket	27.01
9/29/2020	Amazon	Kawasaki Battery	37.89
9/30/2020	Amazon	Mossy Oak Combat Boots	145.13
9/30/2020	Amazon	Waterproof Rain Jacket	64.20
9/30/2020	Amazon	Disposable Cleaning Duster	8.47
9/30/2020	Amazon	General Pump Pressure Relief Valve	20.93
9/30/2020	D's Ace Hardware	Paint, Masking Tape, Spray Paint, Sat Blk 1Q	44.73
9/30/2020	Amazon	Scour Pads	20.19
		TOTAL	8,885.84

8C.

RESOLUTION 2021-03

**A RESOLUTION AMENDING THE HARMONY COMMUNITY
DEVELOPMENT DISTRICT GENERAL FUND BUDGET FOR
FISCAL YEAR 2020**

WHEREAS, the Board of Supervisors, hereinafter referred to as the “Board”, of Harmony Community Development District, hereinafter referred to as “District”, adopted a General Fund Budget for Fiscal Year 2020, and

WHEREAS, the Board desires to reallocate funds budgeted to reappropriate Revenues and Expenses approved during the Fiscal Year.

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

1. The General Fund Budget is hereby amended in accordance with Exhibit “A” attached.
2. This resolution shall become effective this 29th day of October 2020 and be reflected in the monthly and Fiscal Year End 9/30/2020 Financial Statements and Audit Report of the District.

**Harmony
Community Development District**

By: _____
Chairman

Attest:

By: _____
Secretary

HARMONY

Community Development District

General Fund

Proposed Budget Amendment
For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	CURRENT BUDGET	PROPOSED AMENDMENT	FINAL BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES					
Interest - Investments	\$ 6,000	\$ -	\$ 6,000	\$ 8,138	\$ 2,138
Hurricane Irma FEMA Refund	-	-	-	1,158	1,158
Interest - Tax Collector	-	-	-	783	783
Special Assmnts- Tax Collector	1,876,212	-	1,876,212	1,853,780	(22,432)
Special Assessments-Tax Collector-VC1	(22,435)	-	(22,435)	-	22,435
Special Assmnts- Discounts	(75,048)	-	(75,048)	(20,841)	54,207
Sale of Surplus Equipment	-	-	-	1,454	1,454
Other Miscellaneous Revenues	-	-	-	694	694
Access Cards	1,200	-	1,200	2,080	880
Insurance Reimbursements	-	-	-	3,096	3,096
Facility Revenue	300	-	300	766	466
User Facility Revenue	12,600	-	12,600	21,460	8,860
TOTAL REVENUES	1,798,829	-	1,798,829	1,872,568	73,739
EXPENDITURES					
Administration					
P/R-Board of Supervisors	11,200	-	11,200	10,800	400
FICA Taxes	857	-	857	826	31
ProfServ-Arbitrage Rebate	1,200	-	1,200	600	600
ProfServ-Dissemination Agent	1,500	-	1,500	1,500	-
ProfServ-Engineering	7,500	-	7,500	14,891	(7,391)
ProfServ-Legal Services	75,000	-	75,000	94,587	(19,587)
ProfServ-Mgmt Consulting Serv	64,985	-	64,985	64,985	-
ProfServ-Property Appraiser	779	-	779	392	387
ProfServ-Special Assessment	8,822	-	8,822	8,822	-
ProfServ-Trustee Fees	10,024	-	10,024	10,560	(536)
Auditing Services	4,355	-	4,355	4,355	-
Postage and Freight	750	-	750	732	18
Rental - Meeting Room	4,200	-	4,200	3,600	600
Insurance - General Liability	27,867	-	27,867	22,888	4,979
Printing and Binding	2,000	-	2,000	251	1,749
Legal Advertising	900	-	900	847	53
Misc-Property Taxes	26,600	-	26,600	-	26,600
Misc-Records Storage	150	-	150	-	150
Misc-Assessmnt Collection Cost	37,524	-	37,524	36,659	865
Misc-Contingency	2,600	-	2,600	2,633	(33)
Office Supplies	150	-	150	-	150
Annual District Filing Fee	175	-	175	175	-
Total Administration	289,138	-	289,138	280,103	9,035

HARMONY

Community Development District

General Fund

Proposed Budget Amendment
For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	CURRENT BUDGET	PROPOSED AMENDMENT	FINAL BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Field</u>					
ProfServ-Field Management	290,000	-	290,000	278,023	11,977
Total Field	290,000	-	290,000	278,023	11,977
<u>Landscape Services</u>					
Contracts-Mulch	61,000	-	61,000	59,405	1,595
Contracts - Landscape	278,000	-	278,000	260,808	17,192
Cntrs-Shrub/Grnd Cover Annual Svc	157,000	-	157,000	154,291	2,709
R&M-Irrigation	15,000	-	15,000	8,887	6,113
R&M-Trees and Trimming	25,000	-	25,000	29,810	(4,810)
Miscellaneous Services	27,475	-	27,475	26,775	700
Total Landscape Services	563,475	-	563,475	539,976	23,499
<u>Utilities</u>					
Electricity - General	32,000	-	32,000	33,920	(1,920)
Electricity - Streetlighting	88,000	-	88,000	100,399	(12,399)
Utility - Water & Sewer	150,000	-	150,000	153,651	(3,651)
Total Utilities	270,000	-	270,000	287,970	(17,970)
<u>Operation & Maintenance</u>					
Communication - Telephone	4,500	-	4,500	5,764	(1,264)
Utility - Refuse Removal	3,000	-	3,000	2,771	229
R&M-Ponds	10,000	-	10,000	3,008	6,992
R&M-Pools	25,000	-	25,000	34,071	(9,071)
R&M-Roads & Alleyways	5,000	-	5,000	2,051	2,949
R&M-Sidewalks	15,000	-	15,000	33,048	(18,048)
R&M-Vehicles	20,000	-	20,000	9,743	10,257
R&M-User Supported Facility	12,600	-	12,600	10,070	2,530
R&M-Equipment Boats	7,500	-	7,500	9,190	(1,690)
R&M-Parks & Facilities	70,000	-	70,000	19,359	50,641
Miscellaneous Services	2,400	-	2,400	1,250	1,150
Misc-Contingency	9,000	-	9,000	4,276	4,724
Misc-Security Enhancements	7,500	-	7,500	8,224	(724)
Op Supplies - Fuel, Oil	5,000	-	5,000	3,258	1,742
Cap Outlay - Other	5,000	-	5,000	33,073	(28,073)
Cap Outlay - Vehicles	20,000	-	20,000	15,451	4,549
Reserve - Renewal&Replacement	-	-	-	52,155	(52,155)
Reserve - Sidewalks & Alleyways	60,000	-	60,000	-	60,000
Total Operation & Maintenance	281,500	-	281,500	246,762	34,738
TOTAL EXPENDITURES	1,694,113	-	1,694,113	1,632,834	61,279
Excess (deficiency) of revenues					

HARMONY

Community Development District

General Fund

Proposed Budget Amendment
For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	CURRENT BUDGET	PROPOSED AMENDMENT	FINAL BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Over (under) expenditures	104,716	-	104,716	239,734	135,018
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating Transfers-Out	-	(83,196)	(83,196)	(83,196)	-
TOTAL FINANCING SOURCES (USES)	-	(83,196)	(83,196)	(83,196)	-
Net change in fund balance	104,716	(83,196)	21,520	156,538	135,018
FUND BALANCE, BEGINNING (OCT 1, 2019)	1,152,580	-	1,152,580	1,152,580	-
FUND BALANCE, ENDING	\$ 1,257,296	\$ (83,196)	\$ 1,174,100	\$ 1,309,118	\$ 135,018

8D.

**HARMONY
COMMUNITY DEVELOPMENT DISTRICT**

Motion: Assigning Fund Balance as of 9/30/20

The Board hereby assigns the FY 2020 Reserves per September 30, 2020 Balance sheet as follows:

Operating Reserve	\$423,528
Reserves - Renewal & Replacement	\$ 40,215
Reserves - Sidewalks & Alleyways	\$213,208
Reserves - Uninsured Repairs	\$ 50,000

NINTH ORDER OF BUSINESS

9A

9Ai.

“The Harmony CDD is considering whether to invest in any facilities at the parcel known as VC-10 (see <https://ira.property-appraiser.org/PropertySearch/?pin=30-26-32-2614-TRAC-VC10> for more information on the parcel). This parcel is the area at the entrance to Buck Lake, off Schoolhouse Road and Cat Brier Trail. Before making any decisions, we are soliciting input from the residents as to whether they are or are not in favor of doing anything at all on the parcel, and if in favor, what ideas have the most support. Please note, we are NOT pursuing the idea of a community center.

SURVEY QUESTIONS

1. Construction of any facilities (select only one)
 - a. I am in favor of the CDD considering options for improving the parcel.
 - b. I am opposed to the CDD doing anything at all on the parcel.

2. Some ideas for improving VC-10 include the following. Please rate them on a scale of 1-10 where 10 is complete support and 1 is totally opposed. Costs have not been estimated for any of these options. At this time we are trying to gauge the overall interest of Harmony residents in having some kind of improvement(s) at the site.
 - a. Moving the community garden to this location
 - b. Butterfly gardens with benches
 - c. Additional sports facilities
 - d. Path leading to a boardwalk along the shore of Buck Lake
 - e. A trailer that could be used for community activities
 - f. Your idea #1 (and rate your support for this option)
 - g. Your idea #2 (and rate your support for this option) “