

**HARMONY  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA PACKAGE**

**Thursday, June 27, 2024**

**Remote Participation:**

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

--or--

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



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

# Agenda

## Harmony Community Development District

### Board of Supervisors

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

### Staff:

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

## Meeting Agenda

Thursday, June 27, 2024 – 6:00 p.m.

In accordance with Sections 119.071(3)(a) and 281.301, Florida Statutes, a portion of the regular meeting may be closed to the public, as it relates to the District's security system. The closed session is scheduled to begin at 7:00 p.m. but may begin at any time during the regular meeting and is expected to last approximately thirty (30) minutes but may end earlier than expected or may extend longer. When the security system agenda item is discussed, the public will be asked to leave. The public will be notified that they may return upon completion of the discussion regarding the security system.

1. **Call to Order and Roll Call**
2. **Audience Comments** – Three- (3) Minute Time Limit
3. **Staff Reports**
  - A. Landscaping: Benchmark Landscaping/United Land Services
  - B. Field Manager: Inframark
    - i. Monthly Report ..... Page 6
  - C. District Engineer: Pegasus Engineering
    - i. Lakefront Park Community Maintenance Facility Update..... Page 30
    - ii. Bathymetric Survey Proposal for Ponds P2-2/P2-3 ..... Page 45
    - iii. Blazing Star Lane Alley Bid (*separate cover*)
  - D. District Counsel: Kutak Rock
    - i. Designation of Mediation Representative
  - E. District Manager: Inframark
    - i. Acceptance of Audited Financial Statements for Fiscal Year 2023 ..... Page 49
4. **Business Items**
  - A. Golf Course Maintenance Facility Financing Options ..... Page 93
  - B. Agreement with Ecolab Pool & Spa for Pool Services..... Page 102
  - C. Consideration of Access and Utility Easement with OUC for Tract L (North Lakes) ..... Page 109
  - D. Consideration of Assignment of OUC Street Light Agreement for Tract L (North Lakes) ..... Page 121
5. **Closed Session: Security System Discussion**
6. **Consent Agenda**
  - A. Minutes from May 23, 2024, Regular Meeting ..... Page 143
  - B. Financial Statements ..... Page 160
  - C. Check Register #289 ..... Page 173
  - D. Ratification of Proposal #100464 from Benchmark Landscaping for Mainline Repair ..... Page 176
  - E. Ratification of Proposal #101741 from Benchmark Landscaping for Irrigation Controller ..... Page 178
7. **Supervisor Requests**
8. **Adjournment**

*The next meeting is scheduled for Thursday, July 25, 2024, at 6:00 p.m.*

### District Office:

313 Campus Street  
Celebration FL 34747  
407-566-1935  
[www.harmonycdd.org](http://www.harmonycdd.org)

### Meeting Location:

3285 Songbird Circle  
St. Cloud, FL 34773

Participate Remotely: Zoom <https://zoom.us/j/4276669233>  
OR dial 929-205-6099, ID 4276669233

# **Section 3**

## **Staff Reports**

## **Subsection 3B**

**Field Manager: Inframark**

# **Subsection 3B(i)**

## **Monthly Report**

# PROJECT 6/7/24, 10:44 AM

Harmony CDD

Friday, June 7, 2024

Prepared For Board Supervisors

42 Issues Identified



### Issue 1 - Five Oaks Dr. (North Lakes)

Assigned To Benchmark

The tree branches covering the stop sign and the tree suckers need to be removed.

will be complete on 6/19/24



### Issue 2 - Oakmark Rd. (South Lakes)

Assigned To Benchmark

The irrigation system needs to be inspected.

system at this location was inspected on 6/11/24 we added more time to the controller we will continue to monitor this area for improvements



### Issue 3 - Oakmark Rd. (South Lakes)

Assigned To Benchmark

Picture in reference of item #2.

this area was inspected on 6/11/24 we will continue to monitor this area . Heavy cart traffic to get mail and drought damage we have this area running daily for the next 2 weeks .



### Issue 4 - Five Oaks Dr.

Assigned To Benchmark

The lowest Spanish moss in the trees need to be removed.

we removed moss from the ground up to 8 feet . above 8 feet we do not remove per contract



### Issue 5 - Middlebrook Pl.

Assigned To Inframark & Benchmark

The playground needs pressure washing, and the area needs new sod installation.

we discussed seeding options for this fall .i will provide a sod proposal for the july cdd meeting



### Issue 6 - Middlebrook Pl.

Assigned To Inframark & Benchmark

The holes need to be covered.

will be complete on 6/19/2024



### Issue 7 - Townsquare

Assigned To Inframark

The sculpture has rust and needs to be repaired.



### Issue 8 - Townsquare

Assigned To Inframark

The columns structures throughout needs to be repaired.



### Issue 9 - Townsquare

Assigned To Benchmark

The dead tree branch needs pruning.

dead branches removed on 6/13/24



### Issue 10 - Harmony Entrance (Tower)

Assigned To Inframark

The tower door needs new paint.



### Issue 11 - US-192 (Construction)

Assigned To Inframark

The CDD property along the construction, is damaged.



### Issue 12 - Clay Brick Rd.

Assigned To Benchmark

The sick pine trees need to be removed.

proposal will be turned in for dead pine trees and stumps in this area



### Issue 13 - Clay Brick Rd.

Assigned To Benchmark

The sick pine trees need to be removed.

proposal will be turned in for the dead pine trees in this area



### Issue 14 - US-192 (West Side)

Assigned To Benchmark

The lower tree branches need to be pruned.

proposal has been turned in and currently being reviewed by the board



### Issue 15 - Harmony Entrance (West Side)

Assigned To OUC

The tree branches touching the electric wires need to be trimmed.



### Issue 16 - Harmony Entrance (West Side)

Assigned To Benchmark

The grass is burned.

Action: The irrigation system needs to be inspected.

irrigation inspection will take place on 6/17/24 this is due to road workers parking trucks and construction that took place the first half of the year



### Issue 17 - Harmony Entrance (West Side)

Assigned To OUC

The tree branches touching the electric wires need to be trimmed.



### Issue 18 - Harmony Entrance (West Side)

Assigned To Benchmark

The bushes are dying, the irrigation system needs to be inspected.

irrigation here was inspected on 6/7/24  
drought damage it will come back we are  
currently monitoring tis island



### Issue 19 - Sundrop At.

Assigned To Benchmark

The tree suckers throughout the property need to be removed.

we will continue to remove them as we service the grounds



### Issue 20 - Buck Lake Pavilion

Assigned To Benchmark

The bushes are dying, the irrigation system need to be inspected.

this was a chemical burn to the shrub  
only effecting point of contact irrigation  
system in this area is working



### Issue 21 - Buck Lake (Dock Area)

Assigned To Benchmark

The vines covering the bicycle rack need to be trimmed.

this will be completed with in the next 2 service visits



### Issue 22 - Buck Lake (Dock)

Assigned To Inframark

The handrails need the sealant installation.



### Issue 23 - Buck Lake (Dock)

Assigned To Inframark

A lifeguard ring is missing.

Action: (6) New lifeguard rings need to be installed.



### Issue 24 - Buck Lake (Dock)

Assigned To Inframark

Pieces of wood need to be replaced.



### Issue 25 - Buck Lake Restroom

Assigned To Inframark

The broken sidewalk panel needs to be replaced.



### Issue 26 - Buck Lakes Restrooms

Assigned To Inframark

The lamp needs to be cleaned.



### Issue 27 - Buck Lake Restrooms

Assigned To Inframark

The water fountain needs to be replaced.



### Issue 28 - Buck Lake Pavilion (Woman Restroom)

Assigned To Inframark

The door needs to be repainted.



### Issue 29 - Buck Lake Pavilion (Men Restroom)

Assigned To Inframark

The door needs to be repainted.



### Issue 30 - Dahoon Holly Ct.

Assigned To Benchmark

The grass is burned at the pocket park.

Action: The irrigation system needs to be inspected.

this is not a irrigation issue this is a location where kids play football games i took a ride with a board member 2 weeks ago to go over the issue . this is a result of consistent foot traffic and ball games



### Issue 31 - Five Oaks Dr. - Cat Brier Tr. (Roundabout)

Assigned To Benchmark

The bushes were damaged by a car.

Action: A proposal for a new bush needs to be submitted.



### Issue 32 - Ashley Pool

Assigned To Inframark

The structure wall need new paint.



### Issue 33 - Ashley Pool

Assigned To Inframark

The structure needs to be repainted.



### Issue 34 - Ashley Pool

Assigned To Inframark

A lifeguard ring is missing.

Action: (2) New lifeguard ring installation.



### Issue 35 - Ashley Pool

Assigned To Inframark

The pergola needs to be repainted.



### Issue 36 - Swim Club

Assigned To Inframark

The broken ornamental fence needs to be replaced.



### Issue 37 - Swim Club (Restrooms)

Assigned To Inframark

The wall structure needs new paint.



### Issue 38 - Swim Club (Woman Restroom)



### Issue 39 - Swim Club (Restrooms)

Assigned To Inframark

The floor and wall need new paint.



### Issue 40 - Swim Club (Pool Entrance)

Assigned To Inframark

The gate structure needs new paint.



### Issue 41 - Garden Lot (Old Compound)

Assigned To Inframark

The debris needs to be picked up.



### Issue 42 - Garden Lot (Old Compound)

Assigned To Inframark

The debris needs to be picked up.

# **Subsection 3C**

## **District Engineer**

# **Subsection 3C(i)**

## **Maintenance Facility County Comments**

## Greg Teague

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**From:** David Hamstra  
**Sent:** Tuesday, June 18, 2024 11:14 AM  
**To:** Greg Teague  
**Subject:** Osceola County - Application SDP24-0019 has plan review revisions needed

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**From:** [noreply@osceola.org](mailto:noreply@osceola.org) <[noreply@osceola.org](mailto:noreply@osceola.org)>  
**Sent:** Tuesday, June 18, 2024 11:01 AM  
**To:** [angel.montagna@inframark.com](mailto:angel.montagna@inframark.com); David Hamstra <[david@pegasusengineering.net](mailto:david@pegasusengineering.net)>  
**Subject:** Osceola County - Application SDP24-0019 has plan review revisions needed

The Osceola County Community Development has completed the plan review portion of your application and determined that revisions are needed on your plans for approval.

You may access your application and review the issues/conditions at the [Osceola County Online Portal](#).

- [Issues List](#) (6)
- [Conditions List](#) (1)
- [Notes List](#) (0)

### [Video Tutorial: Responding to Issues](#)

### [Video Tutorial: Uploading Revised Plans](#)

Please note that ***all identified issues will require a brief text response/acknowledgement*** before you will be able to submit revised plans and documents as a new review package with the plan Room.

**Address:** 3300 Schoolhouse RD

**Record Number:** [SDP24-0019](#)

**Application Name:** Community Maintenance Facility

**Description:** Harmony Lakeshore Park CDD Community Maintenance Facility

Thank you!

### [Development Review Section](#)

Osceola County Community Development  
 1 Courthouse Sq. Suite 1400  
 Kissimmee, FL 34741

[www.osceola.org](http://www.osceola.org)  
407-742-0200

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OSCEOLA: PROD

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Please Note: Florida has a very broad Public Records Law. E-mails to this entity or its employees may be considered a public record. Your e-mail communication, including your email address may be disclosed to the public and media at any time.

Address: 3300 Schoolhouse RD, Harmony FL 34773

Status: NOT APPROVED

|                |         |         |        |            |       |          |
|----------------|---------|---------|--------|------------|-------|----------|
| Record Details | Summary | Uploads | Issues | Conditions | Notes | Approved |
|----------------|---------|---------|--------|------------|-------|----------|

Below you will see a comprehensive list of issues for this project. This list can be filtered to focus on a desired discipline or status. You can click on an open issue to view associated mark-ups and respond before uploading new plans. Please note that all open issues will require a brief response prior to uploading a revised plan set.

Issues

 Filter

| Discipline          | Title                      | Status | Attached To                                     | Created By      | Last Updated           | Updated By   |
|---------------------|----------------------------|--------|-------------------------------------------------|-----------------|------------------------|--------------|
| ENGINEERING         | Engineering Comments       | OPEN   |                                                 | Laura Campos    | 6/18/2024, 11:00:10 AM | Laura Campos |
| PLANNING            | Planning & Zoning comments | OPEN   |                                                 | Amy Templeton   | 4/25/2024, 9:15:40 AM  | Paula Archer |
| PROJECT COORDINATOR | Requested Information      | OPEN   |                                                 | Paula Archer    | 4/25/2024, 9:15:47 AM  | Paula Archer |
| FIRE                | Autoturn                   | OPEN   |                                                 | Kayla Arkenbout | 4/25/2024, 9:15:53 AM  | Paula Archer |
| FIRE                | Building Access            | OPEN   | C03                                             | Kayla Arkenbout | 4/25/2024, 9:16:01 AM  | Paula Archer |
| 911                 | Revise address             | OPEN   | Signed_SDP_Application_with_At<br>tachments.pdf | Shaun Koffinas  | 4/25/2024, 9:16:13 AM  | Paula Archer |

## Engineering Comments

Created by: Laura Campos on 6/18/2024, 11:00:06 AM

### General Comments:

1. Should there be any questions or clarifications regarding the comments below, please contact your project coordinator for this project.
2. For a formal review to be conducted, a comment response letter must be uploaded to Accela with every submittal.
3. Informational: All revisions must be easily identifiable in the plans by clouding every revision made due to comments and including a delta triangle with the revision number inserted within. In addition to the revised comments, any additional revisions made outside of the comments must be explained in a written response format identifying the purpose for change. Please note that additional comments will be forthcoming pending the response to comments.
4. Verify the Site Development Plan checklist and make sure all required documents and information has been submitted and included in the documents. An incorrect or incomplete entry will result in a delay in the processing of the application.
5. Please note that additional comments may be forthcoming pending the response to comments were addressed.
6. Please reference project number SDP24-0019 on the bottom right corner of all sheets along with any other related project numbers.
7. Add note in the plans that all construction shall comply with Osceola County Land Development Code (LDC).
8. Please confirm there are no existing easements within the project site.
9. SDP Application states this project is to "relocate" a maintenance facility to a new location. Please confirm this application does not include any demolition in a different location that is not shown in the plans.
10. Please provide a Drainage Memorandum describing the existing system, verifying it was included in the master drainage plan and permit, that the project maintains the existing drainage patterns with either a decrease or no change in overall impervious area, there are no impacts to existing surface waters or wetlands, and if a waiver from permitting will be obtained from SFWMD. Please indicate if any of this understanding is incorrect and if a permit modification and/or drainage calculations will be required.
11. Was a geotech investigation done for a foundation recommendation? If so please provide, and if not please mention why, e.g. minimal loading by building and equipment, unoccupied structure, etc.

12. Please confirm dewatering will not be required, or provide a dewatering plan if applicable.
13. Please add erosion control plan that includes silt fence location, sediment control feature at the existing grate inlets, any necessary stabilization of exposed earth, etc. Please also confirm the site is below NPDES threshold requirements and a standard SWPPP is not necessary.
14. Though a cost estimate was checked-off on the SDP Application it was not available for this review. Anticipate earthwork will be minimal but please provide cut and fill volumes (refer to applicable note in Cover Sheet comments).
15. Please confirm no additional parking spaces are proposed for this site and provisions for handicap access are either provided, or are not required and why.
16. Please confirm no pole mounted lighting is proposed.
17. Please note that additional comments may be forthcoming pending the response to comments were addressed.
18. Advisory note for consideration: There's a concrete driveway shown at the side of the proposed building that appears to only be accessed over a 6' wide sidewalk. Is this for landscape equipment that will not travel on the sidewalk, or will vehicles also access the building whereupon the sidewalk width should be increased and identified as 6" thick.

#### Conditions of Approval

1. The applicant shall be responsible for obtaining a permit modification or waiver from SFWMD prior to start of construction or scheduling the pre-con.
2. All signs, striping and ADA accessibility shall be per the latest editions of FDOT, MUTCD and FBC.
3. Submit a revised cost estimate to include the cost of landscaping and include 4% inspection fee for all proposed public infrastructure improvements, and a 2.5% inspection fee for all private infrastructure.

#### Cover Sheet

1. Please add utility companies and contact info, as applicable.
2. Include note in plans "Before digging call 1-800- Sunshine and have all exiting utilities located."
3. Please add note "The following proposed facilities shown on the development plans are for reference purposes only and each shall require a separate building permit. The list includes, but is not limited to: proposed buildings, sanitary lift stations, light fixtures (poles) that are independent from any building structure, fences, gates, monument signs, dumpster enclosures, irrigation systems and retaining walls."

4. Please add note "The cut/fill analysis will be balanced for this site and no further hauling activities will be expected."
5. Please add note that all facilities and improvements shown in the plans are to be privately owned and maintained and there are no publicly owned or maintained facilities within the project area.
6. Please add floodplain designation (anticipated to be 'X').
7. Per SDP Application checklist, specify acreage of overall site and developable areas on cover sheet.
8. Per SDP Application checklist, provide the name, address and phone number of all utility companies having jurisdiction over the site on the cover sheet.

#### Site Plan

1. Is the concrete removal area to be regraded to the existing surface with minor fill, then sodded? Please call-out proposed disposition.
2. Please add note to include provisions for dust abatement per LDC.
3. Is the area beneath the lean-to also to be a conc slab? Please provide a cross section through the existing ground, sidewalk, building, and lean-to with elevations and slopes indicated.
4. Please add more spot elev's, e.g. at the dumpster pad and existing curb, remaining sidewalk corners, and driveway.
5. Though longitudinal slopes are provided along the sidewalk anticipate that the cross slope is greater, e.g. 2%, and that drainage including roof gutters is to the existing grate inlets. Please confirm and add flow arrows.
6. Please add a Site Data table providing the property's zoning, setback requirements, site acreage (not overall parcel), sidewalk and driveway area, building area, and resultant percent impervious.
7. Per SDP Application checklist, submit a Demolition/Clearing and Erosion Control Plan documenting proposed land clearing and the measures necessary to limit the transport of sediments outside the limits of the project.
8. Indicate whether the elevation shown is the Finish floor elevation or grading pad elevation.
9. Ensure all soils exposed during site alteration shall be stabilized and ensure runoff and siltation shall be directed to temporary sediment basin and/or sediment traps in such a manner as to prevent off-site impacts per LDC 4.12.1.F.5D.

10. Revise plans and add note in the Grading plans; "All lowest finish floor elevations shall be a minimum 24" above the adjacent road crown or a minimum one (1) foot above the determined 100-year flood elevation whichever is more stringent per LDC 4.5.6.A.1A, LDC 4.5.6.A.1C and LDC 4.5.6.A.2C."
11. Include the maximum impervious area used for the lot and driveway in the grading plan, this is required information when processing building permits for individual lots.
12. Per SDP Application checklist, submit a revised delineation of area and amounts of soil to be removed from the site.
13. Show any permitted improvements as part of this SDP as existing and mention all SDP numbers associated with this permit. Also, indicate status whether the information shown is being permitted, in construction or existing.
14. Provide elevations for the dumpster pad.
15. Provide elevations and dimensions for the concrete driveway.
16. Include additional spot elevations, especially along the corners of the sidewalk, and clearly show the high points.
17. Add a note stating, "All proposed surfaces shall be graded to drain positively to assure no low points have been created, no flooding to adjacent properties will occur, smooth surfaces are maintained, and no steep or unusual slopes are created."

#### Utility Plan

1. Please show continuation / connection to existing facility for the 6" sanitary line.
2. Please add section view details of the storm sewer and water line crossings with the sanitary line.
3. Please label the cross hatched area.
4. Please confirm power will be metered at the existing service point and identify who will provide the connection to the new building and when (before or during the building installation).
5. Please add note "Before digging call 1-800- Sunshine and have all exiting utilities located".
6. What is the existing vault? Please identify purpose and size (if not a utility then please provide the call-out on the Site Plan).
7. Provide assurances that the proposed water line will not affect the existing 6" sanitary sewer line which it crosses over. Consider providing top/bottom outside pipe elevations for the utility conflict point.

8. Be advised that if future connections to the proposed waterline are anticipated for the existing pavilion which it passes by, the backflow preventer will need to be relocated closer to the water meter.

## Requested Information

### PROJECT COORDINATOR

Created by: Paula Archer on 4/9/2024, 10:21:55 AM

1) Cover Sheet - Move PD reference which should be PD23-00019 and add SDP24-0019 and CDP09-0001 to the lower right-hand corner. Also place on all pages in the lower right-hand corner.

2) Sheet C03 Building and lean to details are not required at SDP phase, except for the building size (measurements including height) all other info please remove.

Also add that there will be a minimum 10 ft separation between any structures.

3) Sheet C03 Notate dumpster enclosure and building will require a separate permit.

4) Sheet C04 Note #5 is referencing a roadway crossing. Please confirm if there will be one and is so, please call out proposed location.

5) Sheet C06 In regards to the dumpster enclosure, reference Osceola County LDC 4.9.7.A.B.C.D on the plans listing all of these sections and the language associated with them.

6) Confirm that the material on the enclosure doors will be "opaque" The material you are listing is only being shown at a minimum of 90% and the code required "opaque" which is not transparent at all (100%).

7) Per PD24-00019, all dumpster enclosures must be walled enclosures. The enclosure being shown as "chain link:

8) Place a note that "No signage is approved by this site development plan" on sheet C03.

## Planning & Zoning comments

### PLANNING

Created by: Amy Templeton on 4/11/2024, 4:40:20 PM

1. Revise the dumpster details to comply with the Harmony Planned Development standards and the Land Development Code, Chapter 4, Article 4.9.7. Dumpsters or compactors must be located within walled enclosures. The proposed chain link fencing with privacy windscreen is not permitted. Provide a wall around the dumpster area with a gate that is an opaque durable material and not chain link. Dumpster enclosure shall be architecturally compatible with the character of the property's principal structure.
2. Provide visual screening which includes landscaping around the open lean-to area. Screening shall meet the Land Development Code requirements for landscape buffers between differing land uses. A minimum of a 25 foot wide buffer shall be provided around the maintenance area or a six (6)-foot masonry wall or other similar decorative durable wall may be utilized in conjunction with a 10 foot wide buffer. Plantings within the buffer shall comply with the Land Development Code, Chapter 4, Table 4.8.3-2 Project Boundary Buffer Minimum Width and Planting. Gates shall be opaque. This includes trees and shrubs with minimum numbers required per 100 linear feet. Note: Per the Harmony Planned Development, visual screening is required when outdoor storage or staging areas are visible from adjacent incompatible uses or in any instance where viewed from a public right-of-way.
3. Provide a site plan/demolition plan for the existing maintenance facility on parcel #302632311700010GM0 that is to be replaced by this new maintenance facility. Identify existing buildings, structures, and site improvements that are to be removed.
4. Identify location of off site restrooms and distance from restrooms to the maintenance building.
5. Provide the concrete driveway dimensions. What types of vehicles is this concrete driveway for?
6. Provide distance between the pavilion and the new building.
7. If lighting is to be placed on the site, provide details of any proposed light fixtures demonstrating the fixtures will be dark sky friendly. The Autobahn LED Cobra Head Roadway Lights shall be designed to be dark sky friendly with full cut-off or partial cut-off glare shields. Per the Harmony Planned Development (PD21-00008): All exterior lighting shall be dark sky friendly through the use of fixtures that point downward and have full cut-off or partial cut-off glare shields or are sufficiently low lumens to cause de minimus light pollution.

Autoturn

FIRE

Created by: Kayla Arkenbout on 3/27/2024, 3:20:24 PM

Provide an auto turn using the largest Osceola County Fire Department Apparatus. Ensure that the auto turn shows that the largest apparatus able to turn around since the dead end is over 150' a hammerhead or cul de sac may be required.

## Building Access

### FIRE

Created by: Kayla Arkenbout on 3/27/2024, 3:12:07 PM

Reference:

Description:

#### 18.2.3.2 Access to Building.

##### 18.2.3.2.1

A fire apparatus access road shall extend to within 50 ft (15 m) of at least one exterior door that can be opened from the outside and that provides access to the interior of the building.

Revise address

911

Created by: Shaun Koffinas on 3/25/2024, 3:06:42 PM

Reference:

Description:

Revise the address to only show Schoolhouse Rd. 3300 is not a valid address at this time.

Also, if this maintenance garage will require power, it will get an electrical meter address only. A physical address will not be given unless it is a inhabited structure.

## Condition of Approval

### ENGINEERING

Created by: Laura Campos on 6/18/2024, 11:00:27 AM

1. The applicant shall be responsible for obtaining a permit modification or waiver from SFWMD prior to start of construction or scheduling the pre-con.
2. All signs, striping and ADA accessibility shall be per the latest editions of FDOT, MUTCD and FBC.
3. Submit a revised cost estimate to include the cost of landscaping and include 4% inspection fee for all proposed public infrastructure improvements, and a 2.5% inspection fee for all private infrastructure.

# **Subsection 3C(ii)**

## **Bathymetric Survey Proposal**

# RESERVE GEOSPATIAL

## **CLIENT INFORMATION:**

June 19, 2024

Gregory Teague, P.E., CFM | Senior Project Engineer  
Pegasus Engineering, LLC  
301 West State Road 434, Suite 309  
Winter Springs, FL 32708  
407.992.9160, Ext. 311  
[greg@pegasusengineering.net](mailto:greg@pegasusengineering.net)

## **PROJECT INFORMATION:**

Harmony CDD Bathymetric Survey for Pond P2-2 & P2-3  
Schoolhouse Road, St Cloud, FL 34773  
Section 18, Township 26 South, Range 32 East, Osceola County, Florida

## **SCOPE OF WORK:**

Provide surveying service to meet the Standards of Practice as outlined by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes, to include the following:

### **Task I – Bathymetric Survey**

1. Establish horizontal and vertical control.
  - Horizontal control will be based on North American Datum of 1983 (NAD83), State Plane Coordinate System, Florida East Zone.
  - Establish a minimum of two benchmarks relative to North American Vertical Datum of 1988, (NAVD88).
2. Collect spot elevations of the bottom of ponds P2-2 & P2-3 suitable for preparation of a Digital Terrain Model (DTM) at one-foot contour intervals.

### **Task II – Topographic Survey**

1. Locate above ground fixed improvements.
2. Collect spot elevations of natural grade and improvements suitable for preparation of a Digital Terrain Model (DTM) at one-foot contour intervals.
3. Locate and detail adjacent storm systems to include pipe type, size and invert elevations.
4. Topographic coverage will be limited to the edge of water to the back of walk around the pond.

## **DELIVERABLES:**

Provide digitally signed and sealed survey and CAD file of the same.

## **TIMELINE:**

Anticipated delivery will be five (5) weeks after notice to proceed authorization and return of signed scope letter.

## **COMPENSATION:**

Our fee for the above-referenced work will be as follows:

**Task I – Bathymetric Survey                      \$3,410.00**

**Task II – Topographic Survey                      \$2,790.00**

## **PAYMENT:**

Payment is due within thirty (30) days from the date of the invoice.

Gregory Teague, P.E., CFM  
 Harmony CDD Bathymetric Survey for Pond P2-2 & P2-3  
 June 19, 2024



We appreciate the opportunity to provide these surveying services to you.

A handwritten signature in blue ink that reads "Jesse Hodapp".

Jesse Hodapp, PSM

**AUTHORIZATION:**

If you agree with the terms outlined in this Scope of Work, please have an authorized person sign below and send to [jhodapp@reservegeo.com](mailto:jhodapp@reservegeo.com) to serve as official notice to proceed.

I have read and accept the Scope of Work as outlined hereon.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Title (if any)

# **Subsection 3E**

## **District Manager**

# **Subsection 3E(i)**

## **Fiscal Year 2023 Audit**

**Harmony Community  
Development District**

**ANNUAL FINANCIAL REPORT**

**September 30, 2023**

# Harmony Community Development District

## ANNUAL FINANCIAL REPORT

September 30, 2023

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## REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors  
Harmony Community Development District  
Osceola County, Florida

### Report on Audit of the Financial Statements

#### *Opinion*

We have audited the financial statements of the governmental activities and each major fund of Harmony Community Development District (the "District"), as of and for the year ended September 30, 2023, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Harmony Community Development District as of September 30, 2023, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### *Basis for Opinion*

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### *Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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To the Board of Supervisors  
Harmony Community Development District

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year beyond the financial statement date, including currently known information that may raise substantial doubt thereafter.

### ***Auditor's Responsibility for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



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Certified Public Accountants PL

To the Board of Supervisors  
Harmony Community Development District

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued a report dated June 5, 2024 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Harmony Community Development District's internal control over financial reporting and compliance.

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

June 5, 2024

Management's discussion and analysis of Harmony Community Development District's (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

## OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government, physical environment, culture/recreation and debt service.

*Fund financial statements* present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

## OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

*Fund financial statements* include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. The **statement of activities** includes depreciation on all long-lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as general obligation bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, a reconciliation is provided from the *fund financial statements* to the *government-wide financial statements*.

*Notes to financial statements* provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

### **Financial Highlights**

The following are the highlights of financial activity for the year ended September 30, 2023.

- ◆ The District's total assets and deferred outflows of resources exceeded liabilities by \$197,645 (net position). Unrestricted net position for Governmental Activities was \$(3,704,220). Governmental Activities restricted net position was \$725,090, and net investment in capital assets were \$3,176,775.
- ◆ Governmental activities revenues totaled \$5,238,295 while governmental activities expenses totaled \$3,629,692.

## OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

### Financial Analysis of the District

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

#### Net Position

|                                                 | <b>Governmental Activities</b> |                       |
|-------------------------------------------------|--------------------------------|-----------------------|
|                                                 | <b>2023</b>                    | <b>2022</b>           |
| Current assets                                  | \$ 1,015,730                   | \$ 1,503,797          |
| Restricted assets                               | 1,973,914                      | 3,139,140             |
| Capital assets                                  | 11,034,049                     | 11,193,479            |
| Total Assets                                    | <u>14,023,693</u>              | <u>15,836,416</u>     |
| Deferred outflows of resources                  | <u>310,684</u>                 | <u>342,342</u>        |
| Current liabilities                             | 1,405,371                      | 1,731,666             |
| Non-current liabilities                         | 12,731,361                     | 15,858,050            |
| Total Liabilities                               | <u>14,136,732</u>              | <u>17,589,716</u>     |
| Net position - net investment in capital assets | 3,176,775                      | 1,334,499             |
| Net position - restricted                       | 725,090                        | 1,853,736             |
| Net position - unrestricted                     | (3,704,220)                    | (4,599,193)           |
| Total Net Position                              | <u>\$ 197,645</u>              | <u>\$ (1,410,958)</u> |

The decrease in current assets is related to expenditures exceeding revenues in the General Fund in the current year.

The decrease in restricted assets and restricted net position is related to the prepayments made on long-term debt in the current year.

The decrease in capital assets is due to depreciation in excess of additions in the current year.

The decrease in non-current liabilities is primarily the result of the principal payments on long-term debt.

The increase in net investment in capital assets is primarily due to capital asset additions and principal payments on long-term debt in excess of depreciation.

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)****Financial Analysis of the District (Continued)**

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

**Change in Net Position**

|                                  | <b>Governmental Activities</b> |                       |
|----------------------------------|--------------------------------|-----------------------|
|                                  | <b>2023</b>                    | <b>2022</b>           |
| Program Revenues                 |                                |                       |
| Charges for services             | \$ 5,147,621                   | \$ 5,444,053          |
| General Revenues                 |                                |                       |
| Miscellaneous revenues           | 4,165                          | 3,570                 |
| Gain on disposal of assets       | -                              | 2,995                 |
| Investment earnings              | 86,509                         | 26,537                |
| Total Revenues                   | <u>5,238,295</u>               | <u>5,477,155</u>      |
| Expenses                         |                                |                       |
| General government               | 337,369                        | 276,158               |
| Physical environment             | 2,224,407                      | 2,116,674             |
| Culture/recreation               | 241,660                        | 198,849               |
| Interest and other charges       | 826,256                        | 953,194               |
| Total Expenses                   | <u>3,629,692</u>               | <u>3,544,875</u>      |
| Change in Net Position           | 1,608,603                      | 1,932,280             |
| Net Position - Beginning of Year | <u>(1,410,958)</u>             | <u>(3,343,238)</u>    |
| Net Position - End of Year       | <u>\$ 197,645</u>              | <u>\$ (1,410,958)</u> |

The decrease in charges for services is related to the decrease in prepayments in the current year.

The increase in general government expenses is related to the increase in legal and engineering expenses in the current year.

The increase in physical environment is related to the increase in reserve projects in the current year.

The decrease in interest and other charges is related to the reduction in long-term debt outstanding.

## OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

### Capital Assets Activity

The following schedule provides a summary of the District's capital assets as of September 30, 2023 and 2022.

| <u>Description</u>                | <u>Governmental Activities</u> |                      |
|-----------------------------------|--------------------------------|----------------------|
|                                   | <u>2023</u>                    | <u>2022</u>          |
| Land and improvements             | \$ 8,991,508                   | \$ 8,991,508         |
| Infrastructure                    | 5,203,677                      | 5,203,677            |
| Improvements other than buildings | 57,442                         | 57,442               |
| Recreational facilities           | 3,777,032                      | 3,777,032            |
| Equipment                         | 305,167                        | 294,206              |
| Less: accumulated depreciation    | (7,300,777)                    | (7,130,386)          |
| Total                             | <u>\$ 11,034,049</u>           | <u>\$ 11,193,479</u> |

Capital activity for the year consisted of depreciation of \$170,391, and additions to equipment of \$10,961.

### General Fund Budgetary Highlights

The budgeted expenditures exceeded actual expenditures primarily because repairs and maintenance, miscellaneous, and reserve expenditures were less than anticipated.

The September 30, 2023 budget was amended for reserve expenditures that were higher than originally anticipated.

### Debt Management

Governmental Activities debt includes the following:

- ◆ In June 2014, the District issued \$13,945,000 Series 2014 Capital Improvement Revenue Refunding Bonds. These bonds were issued to defease and refund the Series 2001 Capital Improvement Revenue Bonds. The balance outstanding at September 30, 2023 was \$8,090,000.
- ◆ In April 2015, the District issued \$13,530,000 Series 2015 Capital Improvement Revenue Refunding Bonds. These bonds were issued to defease and refund the Series 2004 Capital Improvement Revenue Bonds and to finance the acquisition and construction of certain improvements within areas of the District related to the 2015 Project. The balance outstanding at September 30, 2023 was \$5,295,000.

## **OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

### **Debt Management (Continued)**

- ◆ In October 2019, the District acquired land for the future debt service assessments associated with the acquired land. The effective interest rate (4.96%) of the Series 2015 Bonds was used to determine the present value of the land and the note payable. The balance outstanding at September 30, 2023 was \$250,473.

### **Economic Factors and Next Year's Budget**

Harmony Community Development District does not expect any economic factors to have any significant effect on the financial position or results of operations of the District in fiscal year 2024.

### **Request for Information**

The financial report is designed to provide a general overview of Harmony Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Harmony Community Development District, Inframark Infrastructure Management Services, 210 North University Drive, Suite 702, Coral Springs, Florida 33071.

**Harmony Community Development District**  
**STATEMENT OF NET POSITION**  
**September 30, 2023**

|                                       | <b>Governmental<br/>Activities</b> |
|---------------------------------------|------------------------------------|
| <b>ASSETS</b>                         |                                    |
| Current Assets                        |                                    |
| Cash                                  | \$ 955,854                         |
| Accounts receivable                   | 319                                |
| Due from other governments            | 32,137                             |
| Prepaid expenses                      | 27,420                             |
| Total Current Assets                  | <u>1,015,730</u>                   |
| Non-current Assets                    |                                    |
| Restricted assets                     |                                    |
| Investments                           | 1,973,914                          |
| Capital assets, not being depreciated |                                    |
| Land and improvements                 | 8,991,508                          |
| Capital assets, being depreciated     |                                    |
| Infrastructure                        | 5,203,677                          |
| Improvements other than building      | 57,442                             |
| Recreational facilities               | 3,777,032                          |
| Equipment                             | 305,167                            |
| Less: accumulated depreciation        | <u>(7,300,777)</u>                 |
| Total Non-current Assets              | <u>13,007,963</u>                  |
| Total Assets                          | <u>14,023,693</u>                  |
| <b>DEFERRED OUTFLOWS OF RESOURCES</b> |                                    |
| Deferred amount on refunding, net     | <u>310,684</u>                     |
| <b>LIABILITIES</b>                    |                                    |
| Current Liabilities                   |                                    |
| Accounts payable and accrued expenses | 81,147                             |
| Other liabilities                     | 2,500                              |
| Accrued interest                      | 287,547                            |
| Notes payable                         | 14,177                             |
| Bonds payable                         | 1,020,000                          |
| Total Current Liabilities             | <u>1,405,371</u>                   |
| Non-current liabilities               |                                    |
| Notes payable                         | 236,296                            |
| Bonds payable, net                    | 12,495,065                         |
| Total Non-Current Liabilities         | <u>12,731,361</u>                  |
| Total Liabilities                     | <u>14,136,732</u>                  |
| <b>NET POSITION</b>                   |                                    |
| Net investment in capital assets      | 3,176,775                          |
| Restricted for debt service           | 725,090                            |
| Unrestricted                          | <u>(3,704,220)</u>                 |
| Total Net Position                    | <u>\$ 197,645</u>                  |

*See accompanying notes to financial statements.*

**Harmony Community Development District**  
**STATEMENT OF ACTIVITIES**  
**For the Year Ended September 30, 2023**

| <b><u>Functions/Programs</u></b> | <b><u>Expenses</u></b> | <b><u>Program<br/>Revenues<br/>Charges for<br/>Services</u></b> | <b><u>Net (Expense)<br/>Revenues and<br/>Changes in<br/>Net Position<br/>Governmental<br/>Activities</u></b> |
|----------------------------------|------------------------|-----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| Governmental Activities          |                        |                                                                 |                                                                                                              |
| General government               | \$ (337,369)           | \$ 298,540                                                      | \$ (38,829)                                                                                                  |
| Physical environment             | (2,224,407)            | 1,943,361                                                       | (281,046)                                                                                                    |
| Culture/recreation               | (241,660)              | 94,920                                                          | (146,740)                                                                                                    |
| Interest and other charges       | (826,256)              | 2,810,800                                                       | 1,984,544                                                                                                    |
| Total Governmental Activities    | <u>\$ (3,629,692)</u>  | <u>\$ 5,147,621</u>                                             | <u>1,517,929</u>                                                                                             |
| <b>General revenues:</b>         |                        |                                                                 |                                                                                                              |
|                                  |                        |                                                                 | 86,509                                                                                                       |
|                                  |                        |                                                                 | <u>4,165</u>                                                                                                 |
|                                  |                        |                                                                 | <u>90,674</u>                                                                                                |
|                                  |                        |                                                                 |                                                                                                              |
|                                  |                        |                                                                 | 1,608,603                                                                                                    |
|                                  |                        |                                                                 |                                                                                                              |
|                                  |                        |                                                                 | <u>(1,410,958)</u>                                                                                           |
|                                  |                        |                                                                 | <u>\$ 197,645</u>                                                                                            |

*See accompanying notes to financial statements.*

**Harmony Community Development District**  
**BALANCE SHEET –**  
**GOVERNMENTAL FUNDS**  
**September 30, 2023**

| ASSETS                                | General             | Debt Service<br>2014 | Debt Service<br>2015 | Total<br>Governmental<br>Funds |
|---------------------------------------|---------------------|----------------------|----------------------|--------------------------------|
| Cash                                  | \$ 955,854          | \$ -                 | \$ -                 | \$ 955,854                     |
| Accounts receivable                   | 319                 | -                    | -                    | 319                            |
| Due from other funds                  | 13,964              | -                    | -                    | 13,964                         |
| Due from other governments            | 32,137              | -                    | -                    | 32,137                         |
| Prepaid expenses                      | 27,420              | -                    | -                    | 27,420                         |
| Restricted assets:                    |                     |                      |                      |                                |
| Investments                           | -                   | 1,278,357            | 695,557              | 1,973,914                      |
| Total Assets                          | <u>\$ 1,029,694</u> | <u>\$ 1,278,357</u>  | <u>\$ 695,557</u>    | <u>\$ 3,003,608</u>            |
| LIABILITIES AND FUND BALANCES         |                     |                      |                      |                                |
| LIABILITIES                           |                     |                      |                      |                                |
| Accounts payable and accrued expenses | \$ 81,147           | \$ -                 | \$ -                 | \$ 81,147                      |
| Due to other funds                    | -                   | 13,964               | -                    | 13,964                         |
| Other liabilities                     | 2,500               | -                    | -                    | 2,500                          |
| Total Liabilities                     | <u>83,647</u>       | <u>13,964</u>        | <u>-</u>             | <u>97,611</u>                  |
| FUND BALANCES                         |                     |                      |                      |                                |
| Restricted:                           |                     |                      |                      |                                |
| Debt service                          | -                   | 1,264,393            | 695,557              | 1,959,950                      |
| Assigned:                             |                     |                      |                      |                                |
| Capital reserves                      | 60,440              | -                    | -                    | 60,440                         |
| Operating reserves                    | 467,801             | -                    | -                    | 467,801                        |
| Unassigned                            | 417,806             | -                    | -                    | 417,806                        |
| Total Fund Balances                   | <u>946,047</u>      | <u>1,264,393</u>     | <u>695,557</u>       | <u>2,905,997</u>               |
| Total Liabilities and Fund Balances   | <u>\$ 1,029,694</u> | <u>\$ 1,278,357</u>  | <u>\$ 695,557</u>    | <u>\$ 3,003,608</u>            |

*See accompanying notes to financial statements.*

**Harmony Community Development District**  
**RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES**  
**TO NET POSITION OF GOVERNMENTAL ACTIVITIES**  
**September 30, 2023**

|                                                                                                                                                                                                                                                                                                                                                   |                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Total Governmental Fund Balances                                                                                                                                                                                                                                                                                                                  | \$ 2,905,997      |
| Amounts reported for governmental activities in the Statement of Net Position are different because:                                                                                                                                                                                                                                              |                   |
| Capital assets not being depreciated, land and improvements, used in governmental activities are not current financial resources and therefore, are not reported at the fund level.                                                                                                                                                               | 8,991,508         |
| Capital assets being depreciated, infrastructure, \$5,203,677, improvements other than building, \$57,442, recreational facilities, \$3,777,032, and equipment, \$305,167, net of accumulated depreciation, \$(7,300,777), used in governmental activities are not current financial resources and therefore, are not reported at the fund level. | 2,042,541         |
| Long-term liabilities, including bonds payable, \$(13,385,000), bond premium, net, \$(219,314), bond discount, net, \$89,249, and note payable, \$(250,473), are not due and payable in the current period and therefore, are not reported at the fund level.                                                                                     | (13,765,538)      |
| Deferred outflow of resources are not current financial resources and therefore, are not reported at the fund level.                                                                                                                                                                                                                              | 310,684           |
| Accrued interest expense for long-term debt is not a current financial use and therefore, is not reported at the fund level.                                                                                                                                                                                                                      | (287,547)         |
| Net Position of Governmental Activities                                                                                                                                                                                                                                                                                                           | <u>\$ 197,645</u> |

*See accompanying notes to financial statements.*

**Harmony Community Development District**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES –**  
**GOVERNMENTAL FUNDS**  
**For the Year Ended September 30, 2023**

|                                                 | General           | Debt Service<br>2014 | Debt Service<br>2015 | Total<br>Governmental<br>Funds |
|-------------------------------------------------|-------------------|----------------------|----------------------|--------------------------------|
| Revenues                                        |                   |                      |                      |                                |
| Special assessments                             | \$ 2,335,785      | \$ 1,189,709         | \$ 1,621,091         | \$ 5,146,585                   |
| Charges for services                            | 1,036             | -                    | -                    | 1,036                          |
| Investment earnings                             | 66,938            | 12,880               | 6,691                | 86,509                         |
| Miscellaneous revenues                          | 4,165             | -                    | -                    | 4,165                          |
| Total Revenues                                  | <u>2,407,924</u>  | <u>1,202,589</u>     | <u>1,627,782</u>     | <u>5,238,295</u>               |
| Expenditures                                    |                   |                      |                      |                                |
| Current                                         |                   |                      |                      |                                |
| General government                              | 337,369           | -                    | -                    | 337,369                        |
| Physical environment                            | 2,196,120         | -                    | -                    | 2,196,120                      |
| Culture/recreation                              | 107,265           | -                    | -                    | 107,265                        |
| Capital outlay                                  | 10,961            | -                    | -                    | 10,961                         |
| Debt service                                    |                   |                      |                      |                                |
| Principal                                       | 13,507            | 770,000              | 2,400,000            | 3,183,507                      |
| Interest                                        | 13,093            | 457,844              | 360,269              | 831,206                        |
| Other                                           | -                 | 23,790               | 13,499               | 37,289                         |
| Total Expenditures                              | <u>2,678,315</u>  | <u>1,251,634</u>     | <u>2,773,768</u>     | <u>6,703,717</u>               |
| Excess of revenues over/(under)<br>expenditures | (270,391)         | (49,045)             | (1,145,986)          | (1,465,422)                    |
| Other Financing Sources/(Uses)                  |                   |                      |                      |                                |
| Insurance proceeds                              | <u>7,709</u>      | <u>-</u>             | <u>-</u>             | <u>7,709</u>                   |
| Net change in fund balances                     | (262,682)         | (49,045)             | (1,145,986)          | (1,457,713)                    |
| Fund Balances - October 1, 2022                 | <u>1,208,729</u>  | <u>1,313,438</u>     | <u>1,841,543</u>     | <u>4,363,710</u>               |
| Fund Balances - September 30, 2023              | <u>\$ 946,047</u> | <u>\$ 1,264,393</u>  | <u>\$ 695,557</u>    | <u>\$ 2,905,997</u>            |

*See accompanying notes to financial statements.*

**Harmony Community Development District**  
**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND**  
**CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE**  
**STATEMENT OF ACTIVITIES**  
**For the Year Ended September 30, 2023**

|                                                        |                |
|--------------------------------------------------------|----------------|
| Net Change in Fund Balances - Total Governmental Funds | \$ (1,457,713) |
|--------------------------------------------------------|----------------|

Amounts reported for governmental activities in the Statement of Activities are different because:

|                                                                                                                                                                                                                                                                                                          |           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Governmental funds report capital outlay as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount that depreciation, \$(170,391), exceeded capital outlay, \$10,961, in the current period. | (159,430) |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|

|                                                                                                                                                                                                                                                                                                                                       |       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| Governmental funds report bond discounts and premiums as other financing sources and uses. However, in the Statement of Activities, bond premiums and discounts are amortized over the life of the bonds. This is the amount that amortization of bond premiums, \$17,429, exceeded bond discounts, \$(9,917), in the current period. | 7,512 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|

|                                                                                                                                                                    |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Repayment of note and bond principal is an expenditure in the governmental fund, but the repayment reduces long-term liabilities in the Statement of Net Position. | 3,183,507 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|

|                                                                                                                                                                                                                          |          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| The deferred outflow of resources for refunding of debt is recognized as a component of interest expense in the Statement of Activities, but not in the governmental funds. This is the amount of current year interest. | (31,658) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|

|                                                                                                                                                                                                                                    |                                                                                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| In the Statement of Activities, interest is accrued on outstanding bonds; whereas in governmental funds, interest expenditures are reported when due. This is the net amount between the prior year and the current year accruals. | <div style="border-top: 1px solid black; border-bottom: 3px double black;">66,385</div> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|

|                                                   |                                                                                               |
|---------------------------------------------------|-----------------------------------------------------------------------------------------------|
| Change in Net Position of Governmental Activities | <div style="border-top: 1px solid black; border-bottom: 3px double black;">\$ 1,608,603</div> |
|---------------------------------------------------|-----------------------------------------------------------------------------------------------|

*See accompanying notes to financial statements.*

**Harmony Community Development District**  
**STATEMENT OF REVENUES, EXPENDITURES AND**  
**CHANGES IN FUND BALANCES – BUDGET AND ACTUAL –**  
**GENERAL FUND**

**For the Year Ended September 30, 2023**

|                                                 | <b>Original<br/>Budget</b> | <b>Final<br/>Budget</b> | <b>Actual</b>     | <b>Variance With<br/>Final Budget<br/>Positive<br/>(Negative)</b> |
|-------------------------------------------------|----------------------------|-------------------------|-------------------|-------------------------------------------------------------------|
| Revenues                                        |                            |                         |                   |                                                                   |
| Special assessments                             | \$ 2,325,400               | \$ 2,325,400            | \$ 2,335,785      | \$ 10,385                                                         |
| Charges for services                            | 1,800                      | 1,800                   | 1,036             | (764)                                                             |
| Investment earnings                             | 3,678                      | 3,678                   | 66,938            | 63,260                                                            |
| Miscellaneous revenues                          | 16,207                     | 16,207                  | 4,165             | (12,042)                                                          |
| Total Revenues                                  | <u>2,347,085</u>           | <u>2,347,085</u>        | <u>2,407,924</u>  | <u>60,839</u>                                                     |
| Expenditures                                    |                            |                         |                   |                                                                   |
| Current                                         |                            |                         |                   |                                                                   |
| General government                              | 318,714                    | 318,714                 | 337,369           | (18,655)                                                          |
| Physical environment                            | 1,957,107                  | 2,443,673               | 2,196,120         | 247,553                                                           |
| Culture/recreation                              | 70,000                     | 70,000                  | 107,265           | (37,265)                                                          |
| Capital outlay                                  | 30,000                     | 30,000                  | 10,961            | 19,039                                                            |
| Debt service                                    |                            |                         |                   |                                                                   |
| Principal                                       | 13,507                     | 13,507                  | 13,507            | -                                                                 |
| Interest                                        | 13,093                     | 13,093                  | 13,093            | -                                                                 |
| Total Expenditures                              | <u>2,402,421</u>           | <u>2,888,987</u>        | <u>2,678,315</u>  | <u>210,672</u>                                                    |
| Excess of revenues over/(under)<br>expenditures | (55,336)                   | (541,902)               | (270,391)         | 271,511                                                           |
| Other Financing Sources/(Uses)                  |                            |                         |                   |                                                                   |
| Insurance proceeds                              | <u>-</u>                   | <u>-</u>                | <u>7,709</u>      | <u>7,709</u>                                                      |
| Net change in fund balances                     | (55,336)                   | (541,902)               | (262,682)         | 279,220                                                           |
| Fund Balances - October 1, 2022                 | <u>524,965</u>             | <u>1,071,971</u>        | <u>1,208,729</u>  | <u>136,758</u>                                                    |
| Fund Balances - September 30, 2023              | <u>\$ 469,629</u>          | <u>\$ 530,069</u>       | <u>\$ 946,047</u> | <u>\$ 415,978</u>                                                 |

*See accompanying notes to financial statements.*

## **NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The financial statements of Harmony Community Development District (the "District") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

### **1. Reporting Entity**

The District was established on February 28, 2000 by the Board of County Commissioners of Osceola County, Florida pursuant to Ordinance 00-05 created by the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), as a Community Development District. The District was established for the purposes of managing with a related tool of financing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or without the boundaries of the Harmony Community Development District. The District is governed by a five-member Board of Supervisors, who are elected for terms of four years. The District operates within the criteria established by Chapter 190, Florida Statutes.

The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility. Oversight responsibility includes, but is not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters. As required by GAAP, these financial statements present the Harmony Community Development District (the primary government) as a stand-alone government.

Based upon the application of the above-mentioned criteria as set forth in principles established by the Governmental Accounting Standards Board, the District has identified no component units.

### **2. Measurement Focus and Basis of Accounting**

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

#### **a. Government-wide Financial Statements**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

## **NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

### **2. Measurement Focus and Basis of Accounting (Continued)**

#### **a. Government-wide Financial Statements (Continued)**

Governmental activities, which normally are supported by special assessments, developer assessments and interest, are reported separately from business-type activities. Program revenues include charges for services, and payments made by parties outside of the reporting government's citizenry if that money is restricted to a particular program. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

#### **b. Fund Financial Statements**

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

#### **Governmental Funds**

The District classifies fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

## **NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

### **2. Measurement Focus and Basis of Accounting (Continued)**

#### **b. Fund Financial Statements (Continued)**

##### **Governmental Funds (Continued)**

The District has various policies governing the fund balance classifications.

**Nonspendable Fund Balance** – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

**Restricted Fund Balance** – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

**Assigned Fund Balance** – This classification consists of the Board of Supervisors' intent for funds to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

**Unassigned Fund Balance** – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

**Fund Balance Spending Hierarchy** – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)****2. Measurement Focus and Basis of Accounting (Continued)****b. Fund Financial Statements (Continued)****Governmental Funds (Continued)**

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”. Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources were expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)****3. Basis of Presentation****a. Governmental Major Funds**

General Fund – The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Debt Service Fund 2014 – Accounts for the debt service requirements to retire certain capital improvement revenue bonds, which were used to finance the construction of District infrastructure improvements and finance certain additional improvements.

Debt Service Fund 2015 – Accounts for the debt service requirements to retire certain capital improvement revenues bonds, which were used to finance the construction of District infrastructure improvements and finance certain additional improvements.

**b. Non-current Governmental Assets/Liabilities**

GASB Statement 34 requires that non-current governmental assets, such as land and buildings, and non-current governmental liabilities, such as special assessment bonds, be reported in the governmental activities column in the government-wide statement of net position.

**4. Assets, Deferred Outflows of Resources, Liabilities and Net Position or Equity****a. Cash and Investments**

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

## **NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

### **4. Assets, Deferred Outflows of Resources, Liabilities and Net Position or Equity (Continued)**

#### **a. Cash and Investments (Continued)**

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

Cash equivalents include time deposits and certificates of deposit with original maturities of three months or less and held in a qualified public depository as defined by Section 280.02, Florida Statutes.

#### **b. Restricted Net Position**

Certain net position of the District are classified as restricted assets on the statement of net position because their use is limited either by law through constitutional provisions or enabling legislation; or by restrictions imposed externally by creditors. In a fund with both restricted and unrestricted assets, qualified expenses are considered to be paid first from restricted net position and then from unrestricted net position.

#### **c. Capital Assets**

Capital assets, which include land and improvements, infrastructure, improvements other than buildings, recreational facilities, and equipment, are reported in the applicable governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of two years. The valuation basis for all assets is historical cost. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

## **NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

### **4. Assets, Deferred Outflows of Resources, Liabilities and Net Position or Equity (Continued)**

#### **c. Capital Assets (Continued)**

Depreciation of capital assets is computed and recorded by utilizing the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows:

|                                  |             |
|----------------------------------|-------------|
| Infrastructure                   | 10-30 years |
| Improvements other than building | 10-20 years |
| Recreational facilities          | 15-30 years |
| Equipment                        | 5-20 years  |

#### **d. Deferred Outflows of Resources**

Deferred outflow of resources is the consumption of net position by the government that is applicable to a future reporting period. Deferred amount on refunding is amortized and recognized as a component of interest expense over the life of the bond.

#### **e. Unamortized Bond Discounts/Premiums**

Bond discounts/premiums are presented on the government-wide financial statements. The costs are amortized over the life of the bonds using the straight-line method. For financial reporting, the unamortized bond discounts/premiums are netted against the applicable long-term debt.

#### **f. Budgets**

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general and debt service funds. As a result, deficits in the budget variance columns of the accompanying financial statements may occur.

## NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

### 1. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position

“Total fund balances” of the District’s governmental funds, \$2,905,997, differs from “net position” of governmental activities, \$197,645, reported in the Statement of Net Position. This difference primarily results from the long-term economic focus of the Statement of Net Position versus the current financial resources focus of the governmental fund balances. The effect of the differences is illustrated below.

#### **Capital related items**

When capital assets (land, buildings, improvements, infrastructure, and equipment that are to be used in governmental activities) are purchased or constructed, the cost of those assets is reported as expenditures in governmental funds. However, the Statement of Net position included those capital assets among the assets of the District as a whole.

|                                   |                      |
|-----------------------------------|----------------------|
| Land and improvements             | \$ 8,991,508         |
| Infrastructure                    | 5,203,677            |
| Improvements other than buildings | 57,442               |
| Recreational facilities           | 3,777,032            |
| Equipment                         | 305,167              |
| Less: accumulated depreciation    | <u>(7,300,777)</u>   |
| Total                             | <u>\$ 11,034,049</u> |

#### **Deferred outflows of resources**

Deferred outflows of resources applicable to the District’s governmental activities are not financial resources and therefore, are not reported at the fund level:

|                                   |                   |
|-----------------------------------|-------------------|
| Deferred amount on refunding, net | <u>\$ 310,684</u> |
|-----------------------------------|-------------------|

#### **Long-term debt transactions**

Long-term liabilities applicable to the District’s governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities (both current and long-term) are reported in the Statement of Net Position. Balances at September 30, 2023 were:

|                    |                        |
|--------------------|------------------------|
| Bonds payable      | \$ (13,385,000)        |
| Bond premium, net  | (219,314)              |
| Bond discount, net | 89,249                 |
| Note payable       | <u>(250,473)</u>       |
| Total              | <u>\$ (13,765,538)</u> |

**NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)**

**1. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position (Continued)**

**Accrued interest**

Accrued liabilities in the statement of net position differ from the amount reported in governmental funds due to accrued interest on bonds.

|                                   |                     |
|-----------------------------------|---------------------|
| Accrued interest on bonds payable | \$ <u>(287,547)</u> |
|-----------------------------------|---------------------|

**2. Explanation of Differences Between the Governmental Fund Operating Statements and the Statement of Activities**

The “net change in fund balances” for government funds, \$(1,457,713), differs from the “change in net position” for governmental activities, \$1,608,603, reported in the Statement of Activities. The differences arise primarily from the long-term economic focus of the Statement of Activities versus the current financial resources focus of the governmental funds. The effect of the differences is illustrated as follows.

**Capital related items**

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the Statement of Activities, the costs of those assets is allocated over their estimated useful lives and reported as depreciation expense. As a result, fund balances decrease by the amount of financial resources expended, whereas net position decrease by the amount of depreciation charged for the year.

|                                     |                     |
|-------------------------------------|---------------------|
| Depreciation                        | \$ (170,391)        |
| Capital outlay                      | <u>10,961</u>       |
| Net Change in Capital Related Items | <u>\$ (159,430)</u> |

**NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)**

**2. Explanation of Differences Between the Governmental Fund Operating Statements and the Statement of Activities (Continued)**

**Long-term debt transactions**

Repayments of bond principal are reported as an expenditure in the governmental funds and, thus, have the effect of reducing fund balance because current financial resources have been used. At the government wide level, these payments are reflected as a reduction of bonds payable.

|                            |                            |
|----------------------------|----------------------------|
| Debt principal payments    | \$ 3,183,507               |
| Bond premium amortization  | 17,429                     |
| Bond discount amortization | <u>(9,917)</u>             |
| Total                      | <u><u>\$ 3,191,019</u></u> |

Some expenses reported in the Statement of Activities do not require the use of current financial resources, therefore, are not reported as expenditures in governmental funds.

|                                          |                         |
|------------------------------------------|-------------------------|
| Net decrease in accrued interest payable | \$ 66,385               |
| Decrease in deferred amount on refunding | <u>(31,658)</u>         |
| Total                                    | <u><u>\$ 34,727</u></u> |

## NOTE C – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

### Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk; however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2023, the District's bank balance was \$1,029,639 and the carrying value was \$955,854. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

### Investments

As of September 30, 2023, the District had the following investments and maturities:

| Investment            | Maturity | Fair Value   |
|-----------------------|----------|--------------|
| U S Bank Money Market | N/A      | \$ 1,973,914 |

The District categorizes its fair value measurements within the fair value hierarchy recently established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that use the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

Based on the criteria in the preceding paragraph, the investment listed above is a Level 1 asset.

### Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

**NOTE C – CASH AND INVESTMENTS (CONTINUED)**Credit Risk

The District's investments are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. The investments in U S Bank Money Market are 100% of the District's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2023 were typical of these items during the fiscal year then ended. The District considers any decline in fair value for certain investments to be temporary.

**NOTE D – SPECIAL ASSESSMENT REVENUES**

Special assessment revenues recognized for the 2022-2023 fiscal year were levied in July 2022. All levies are due and payable on November 1 or as soon as the assessment roll is certified and delivered to the Tax Collector. Per Section 197.162, Florida Statutes discounts are allowed for early payment at the rate of 4% in November, 3% in December, 2% in January, and 1% in February. Amounts paid in March are without discount.

All unpaid assessments become delinquent as of April 1. Virtually all unpaid assessments are collected via the sale of tax certificates on, or prior to, June 1; therefore, there were no material amounts receivable at fiscal year end.

**NOTE E – INTERFUND BALANCES**

Interfund balances at September 30, 2023, consisted of the following:

|                        |  | <u>Payable Fund</u> |
|------------------------|--|---------------------|
|                        |  | Debt Service        |
| <u>Receivable Fund</u> |  | Fund                |
| General Fund           |  | <u>\$ 13,964</u>    |

Interfund balances are due to receipts collected by one fund on behalf of another fund that were not repaid as of year-end.

**NOTE F – CAPITAL ASSETS**

Capital Asset activity for the year ended September 30, 2023 was as follows:

|                                         | Balance<br>October 1,<br>2022 | Additions    | Deletions | Balance<br>September 30,<br>2023 |
|-----------------------------------------|-------------------------------|--------------|-----------|----------------------------------|
| <u>Governmental Activities:</u>         |                               |              |           |                                  |
| Capital assets, not depreciated:        |                               |              |           |                                  |
| Land and improvements                   | \$ 8,991,508                  | \$ -         | \$ -      | \$ 8,991,508                     |
| Capital assets, being depreciated:      |                               |              |           |                                  |
| Infrastructure                          | 5,203,677                     | -            | -         | 5,203,677                        |
| Improvements other than building        | 57,442                        | -            | -         | 57,442                           |
| Recreational facilities                 | 3,777,032                     | -            | -         | 3,777,032                        |
| Equipment                               | 294,206                       | 10,961       | -         | 305,167                          |
| Total Capital Assets, Being Depreciated | 9,332,357                     | 10,961       | -         | 9,343,318                        |
| Less accumulated depreciation for:      |                               |              |           |                                  |
| Infrastructure                          | (5,068,661)                   | (15,506)     | -         | (5,084,167)                      |
| Improvements other than building        | (17,729)                      | (4,006)      | -         | (21,735)                         |
| Recreational facilities                 | (1,893,864)                   | (127,104)    | -         | (2,020,968)                      |
| Equipment                               | (150,132)                     | (23,775)     | -         | (173,907)                        |
| Total Accumulated Depreciation          | (7,130,386)                   | (170,391)    | -         | (7,300,777)                      |
| Total Capital Assets Depreciated, Net   | 2,201,971                     | (159,430)    | -         | 2,042,541                        |
| Governmental Activities Capital Assets  | \$ 11,193,479                 | \$ (159,430) | \$ -      | \$ 11,034,049                    |

Depreciation, \$170,391, was charged to physical environment, \$28,287, and culture/recreation, \$142,104.

**NOTE G – LONG-TERM DEBT**

The following is a summary of the activity of long-term debt of the District for the year ended September 30, 2023:

|                                     |                      |
|-------------------------------------|----------------------|
| Bonds Payable at October 1, 2022    | \$ 16,555,000        |
| Principal payments                  | <u>(3,170,000)</u>   |
| Bonds Payable at September 30, 2023 | 13,385,000           |
| Plus: bond premium, net             | 219,314              |
| Less: bond discount, net            | <u>(89,249)</u>      |
| Bonds Payable, Net                  | <u>\$ 13,515,065</u> |

**NOTE G – LONG-TERM DEBT (CONTINUED)****Capital Improvement Revenue Refunding Bonds**

Long-term debt is comprised of the following:

\$13,945,000 Series 2014 Capital Improvement Revenue Refunding Bonds due in annual principal installments beginning May 2015, maturing in May 2032. Interest is due semi-annually on May 1 and November 1, beginning November 1, 2014, at a rate of 5% on the \$6,845,000 bonds, with a maturity date of May 1, 2025 and 5.25% on the \$7,100,000 bonds, with a maturity date of May 2032. Current portion is \$725,000. \$ 8,090,000

\$13,530,000 Series 2015 Capital Improvement Revenue Refunding Bonds due in annual principal installments beginning May 2016, maturing in May 2036. Interest is due semi-annually on May 1 and November 1, beginning November 1, 2015, at a rate of 3.75% on the \$1,225,000 bonds, with a maturity date of May 1, 2018, 4.75% on the \$3,590,000 bonds, with a maturity date of May 1, 2025, and 5.125% on the \$8,715,000 bonds, with a maturity date of May 2036. Current portion is \$295,000. 5,295,000

Total Bonds Payable at September 30, 2023 13,385,000

Plus: bond premium, net 219,314  
Less: bond discount, net (89,249)

Bonds Payable, Net at September 30, 2023 \$ 13,515,065

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2023 are as follows:

| Year Ending<br>September 30, | Principal            | Interest            | Total                |
|------------------------------|----------------------|---------------------|----------------------|
| 2024                         | \$ 1,020,000         | \$ 690,113          | \$ 1,710,113         |
| 2025                         | 1,070,000            | 639,850             | 1,709,850            |
| 2026                         | 1,125,000            | 587,125             | 1,712,125            |
| 2027                         | 1,190,000            | 528,469             | 1,718,469            |
| 2028                         | 1,250,000            | 466,425             | 1,716,425            |
| 2029-2033                    | 6,180,000            | 1,280,719           | 7,460,719            |
| 2034-2036                    | 1,550,000            | 161,693             | 1,711,693            |
| Totals                       | <u>\$ 13,385,000</u> | <u>\$ 4,354,394</u> | <u>\$ 17,739,394</u> |

## NOTE G – LONG-TERM DEBT (CONTINUED)

### Summary of Significant Bonds Resolution Terms and Covenants

The District levies special assessments pursuant to Chapter 170, Chapter 197 and Section 190.022, Florida Statutes and the assessment rolls are approved by resolutions of the District Board. The collections are to be strictly accounted for and applied to the debt service of the bond series for which they were levied. The District covenants to levy special assessments in annual amounts adequate to provide for payment of principal and interest on the bonds. However, payment of principal and interest is dependent on the money available in the debt service fund and the District's ability to collect special assessments levied.

The bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date, or in part on an interest payment date, without premium, together with accrued interest to the redemption date if monies are available to retire the debt in accordance with the provisions of the indenture.

The bond resolution and the trust indenture provide for the establishment of certain accounts and an order in which revenues are to be deposited into these accounts. The accounts include a construction, revenue, redemption, reserve, interest and prepayment account and are maintained by a trustee.

The bond indenture provides for Debt Service Reserve Funds, which shall be held by the Trustee separate and apart from all other funds. The following is a schedule of reserve requirements and balances in the reserve accounts at September 30, 2023:

| <u>Capital Improvement<br/>Revenue Refunding Bonds</u> | <u>Reserve<br/>Balance</u> | <u>Reserve<br/>Requirement</u> |
|--------------------------------------------------------|----------------------------|--------------------------------|
| Series 2014                                            | \$ 607,313                 | \$ 607,313                     |
| Series 2015                                            | \$ 340,000                 | \$ 340,000                     |

## NOTE H – NOTE PAYABLE

In October 2019, the District was conveyed property in exchange for future unpaid assessments. The assessments owed related to the property received was \$508,796 at the time of acquisition. The District will make annual debt service assessment payments on the property. The estimated value of the property at the time of conveyance was \$364,684.

The District established a note payable established in the amount of \$364,684. Scheduled payments are based on \$26,600 annually, over the life of the unpaid assessments on the Series 2015 Bonds. The effective interest rate of the Series 2015 Bonds was used as the interest rate of the established note payable (4.96%). The note payable will be reduced annually as payments are remitted from the General Fund to the Debt Service Fund.

The following is a summary of the activity for notes payable of the District for the year ended September 30, 2023:

|                                     |                          |
|-------------------------------------|--------------------------|
| Notes Payable at October 1, 2022    | \$ 263,980               |
| Principal payments                  | <u>(13,507)</u>          |
| Notes Payable at September 30, 2023 | <u><u>\$ 250,473</u></u> |

The annual requirements to amortize the principal and interest of outstanding notes payable as of September 30, 2023 are as follows:

| Year Ending<br>September 30, | Principal                | Interest                | Total                    |
|------------------------------|--------------------------|-------------------------|--------------------------|
| 2024                         | \$ 14,177                | \$ 12,423               | \$ 26,600                |
| 2025                         | 14,880                   | 11,720                  | 26,600                   |
| 2026                         | 15,618                   | 10,982                  | 26,600                   |
| 2027                         | 16,392                   | 10,208                  | 26,600                   |
| 2028                         | 17,206                   | 9,394                   | 26,600                   |
| 2029-2033                    | 99,708                   | 33,292                  | 133,000                  |
| 2034-2036                    | 72,492                   | 7,308                   | 79,800                   |
| Totals                       | <u><u>\$ 250,473</u></u> | <u><u>\$ 95,327</u></u> | <u><u>\$ 345,800</u></u> |

## NOTE I – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. There were no claims or settled claims from these risks that have exceeded commercial insurance coverage over the past three years.

**NOTE J – SUBSEQUENT EVENT**

The District made prepayments on the Series 2014 and Series 2015 Bonds on November 1, 2023 of \$20,000 and \$25,000, respectively.

The District made prepayments on the Series 2015 Bonds on May 1, 2024 of \$355,000.

On January 31, 2024, the District's General Fund paid the Series 2015 Debt Service Fund in the amount of \$275,059 as a payoff of the unpaid assessments owed which related to conveyed property received in October 2019. The unpaid amount had previously been recorded as a note payable reduced in the amount of \$26,600 annually over the remaining life of the Series 2015 Bonds.



**Berger, Toombs, Elam,  
Gaines & Frank**

Certified Public Accountants PL

600 Citrus Avenue  
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Fort Pierce, Florida 34950

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FAX: 772/468-9278

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT  
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
Harmony Community Development District  
Osceola County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements, as listed in the table of contents, of Harmony Community Development District, as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated June 5, 2024.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit, we considered Harmony Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Harmony Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Harmony Community Development District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Fort Pierce / Stuart

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Gaines & Frank  
Certified Public Accountants PL

To the Board of Supervisors  
Harmony Community Development District

### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Harmony Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

June 5, 2024



# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

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## MANAGEMENT LETTER

To the Board of Supervisors  
Harmony Community Development District  
Osceola County, Florida

### Report on the Financial Statements

We have audited the financial statements of the Harmony Community Development District as of and for the year ended September 30, 2023, and have issued our report thereon dated June 5, 2024.

### Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

### Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with *AICPA Professionals Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 5, 2024, should be considered in conjunction with this management letter.

### Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the preceding audit.

### Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not Harmony Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that Harmony Community Development District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Fort Pierce / Stuart

To the Board of Supervisors  
Harmony Community Development District

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for Harmony Community Development District. It is management's responsibility to monitor the Harmony Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same as of September 30, 2023.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

**Specific Information**

The information provided below was provided by management and has not been audited; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Harmony Community Development District reported:

- 1) The total number of district employees compensated in the last pay period of the District's fiscal year: 0
- 2) The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year: 13
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: 0
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: \$1,336,920
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2022, together with the total expenditures for such project: Road Rehab - \$634,540
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The budget was amended, see below.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, the Harmony Community Development District reported:

- 1) The rate or rates of non-ad valorem special assessments imposed by the District: \$464-\$4,365 for the General Fund and \$606-\$52,624 for Debt Service.
- 2) The amount of special assessments collected by or on behalf of the District: Total special assessments collected was \$5,146,585.
- 3) The total amount of outstanding bonds issued by the District and the terms of such bonds: Series 2014 \$8,090,000 matures May 2032 and Series 2015 \$5,295,000 matures May 2036.

To the Board of Supervisors  
Harmony Community Development District

|                                                 | Original<br>Budget | Actual            | Variance with<br>Original<br>Budget<br>Positive<br>(Negative) |
|-------------------------------------------------|--------------------|-------------------|---------------------------------------------------------------|
| <b>Revenues</b>                                 |                    |                   |                                                               |
| Special assessments                             | \$ 2,325,400       | \$ 2,335,785      | \$ 10,385                                                     |
| Charges for services                            | 1,800              | 1,036             | (764)                                                         |
| Investment earnings                             | 3,678              | 66,938            | 63,260                                                        |
| Miscellaneous revenues                          | 16,207             | 4,165             | (12,042)                                                      |
| Total Revenues                                  | <u>2,347,085</u>   | <u>2,407,924</u>  | <u>60,839</u>                                                 |
| <b>Expenditures</b>                             |                    |                   |                                                               |
| Current                                         |                    |                   |                                                               |
| General government                              | 318,714            | 337,369           | (18,655)                                                      |
| Physical environment                            | 1,957,107          | 2,196,120         | (239,013)                                                     |
| Culture/recreation                              | 70,000             | 107,265           | (37,265)                                                      |
| Capital outlay                                  | 30,000             | 10,961            | 19,039                                                        |
| Debt service                                    |                    |                   |                                                               |
| Principal                                       | 13,507             | 13,507            | -                                                             |
| Interest                                        | 13,093             | 13,093            | -                                                             |
| Total Expenditures                              | <u>2,402,421</u>   | <u>2,678,315</u>  | <u>(275,894)</u>                                              |
| Excess of revenues over/(under)<br>expenditures | (55,336)           | (270,391)         | (215,055)                                                     |
| Other Financing Sources/(Uses)                  |                    |                   |                                                               |
| Insurance proceeds                              | <u>-</u>           | <u>7,709</u>      | <u>7,709</u>                                                  |
| Net changes in fund balance                     | (55,336)           | (262,682)         | (207,346)                                                     |
| Fund Balances - October 1, 2022                 | <u>524,965</u>     | <u>1,208,729</u>  | <u>683,764</u>                                                |
| Fund Balances - September 30, 2023              | <u>\$ 469,629</u>  | <u>\$ 946,047</u> | <u>\$ 476,418</u>                                             |

**Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.



Berger, Toombs, Elam,  
Gaines & Frank  
Certified Public Accountants PL

To the Board of Supervisors  
Harmony Community Development District

**Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*Berger Toombs Elam  
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

June 5, 2024



**Berger, Toombs, Elam,  
Gaines & Frank**

Certified Public Accountants PL

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**INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE  
WITH SECTION 218.415, FLORIDA STATUTES**

To the Board of Supervisors  
Harmony Community Development District  
Osceola County, Florida

We have examined Harmony Community Development District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2023. Management is responsible for Harmony Community Development District's compliance with those requirements. Our responsibility is to express an opinion on Harmony Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Harmony Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Harmony Community Development District's compliance with the specified requirements.

In our opinion, Harmony Community Development District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2023.

*Berger Toombs Elam  
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

June 5, 2024

# **Section 4**

## **Business Items**

# **Subsection 4A**

## **Financing Options**



April 26, 2024

Harmony Community Development District  
Attn: Kerrian Robertson  
1005 Bradford Way  
Kingston, TN 37763

Re: Term Sheet Proposal

Dear Kerri,

We are pleased to advise you that Seacoast National Bank is willing to consider providing financing to Harmony Community Development District. The credit facility will be based substantially on the proposed summary of terms and conditions set forth in the attached Annex I; together with this cover letter, the "Proposal Letter".

This Proposal Letter is merely an expression of interest by the Bank in the proposed financing and should not be construed to be expressly or by implication, a commitment, an offer, an agreement in principle or an agreement by the Bank to make the Loan. The terms are subject to standard credit underwriting and approval by the Bank.

We look forward to working with you on this financing request. If these general terms are satisfactory to you, and you would like the Bank to begin its formal underwriting process toward seeking the appropriate credit approval, please sign this letter where provided below and return no later than May 10, 2024.

Should you have any questions regarding the Proposal Letter, please feel free to call me at (941) 920-4716.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andres F. Rincon", with a long horizontal flourish extending to the right.

Andres F. Rincon, SVP  
1950 Ringling Boulevard  
Sarasota, FL 34236

(941) 920-4716  
Andres.rincon@seacoastbank.com



This indicative Term Sheet is for discussion and illustrative purposes only and does not represent a commitment by Seacoast National Bank to provide an extension of credit.

I have reviewed and hereby accept the proposed terms and conditions stated in this letter.

THIS TERM SHEET IS AN OUTLINE ONLY AND DOES NOT PURPORT TO SUMMARIZE ALL THE CONDITIONS, COVENANTS, REPRESENTATIONS, WARRANTIES AND OTHER PROVISIONS WHICH WOULD BE CONTAINED IN DEFINITIVE LEGAL DOCUMENTATION FOR THE FACILITIES CONTEMPLATED HEREIN.

Accepted on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Harmony Community Development District

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_



## ANNEX I

|                      |                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| BORROWER             | Harmony Community Development District                                                                                                                                                                                                                                                                                                                                    |
| LOAN AMOUNT          | Not to exceed \$5,000,000<br>\$2,200,000 for property acquisition<br>\$2,800,000 for property improvements                                                                                                                                                                                                                                                                |
| GUARANTORS           | Not Applicable                                                                                                                                                                                                                                                                                                                                                            |
| CREDIT FACILITY      | Tax-Exempt, Bank Qualified Term Loan or Bond Finance                                                                                                                                                                                                                                                                                                                      |
| PURPOSE              | Funding acquisition and improvements of Golf Course Maintenance Facility                                                                                                                                                                                                                                                                                                  |
| MATURITY             | 15 Years from Closing                                                                                                                                                                                                                                                                                                                                                     |
| INDICATIVE RATES     | Fixed rate of 5.05% with a Tax Equivalent Yield of 6.22%                                                                                                                                                                                                                                                                                                                  |
| LOAN FEES            | 50 Bps of final Loan Amount                                                                                                                                                                                                                                                                                                                                               |
| REPAYMENT            | Option 1) Monthly principal and interest payments.<br>Option 2) Annual principal payments with semi-annual interest payments                                                                                                                                                                                                                                              |
| PREPAYMENT PENALTY   | If Bonds will be issued, proposed Bonds will be non-callable for the first 5 years from closing. Property owners will be allowed to prepay their assessments at any time during the term of the loan.<br><br>If Bonds will not be issued, the proposed loan will have a prepayment penalty of:<br>Year 1 = 5%<br>Year 2 = 4%<br>Year 3 = 3%<br>Year 4 = 2%<br>Year 5 = 1% |
| COLLATERAL           | Pledge of Non-Ad valorem special assessment on 1,485 assessable units within the District, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Assessments or, if applicable, from the issuance and sale of tax certificates with respect to such assessments.                                      |
| DEPOSIT RELATIONSHIP | Borrower will be required to maintain its primary Operating Account(s) with Seacoast National Bank for the term of the Loan.                                                                                                                                                                                                                                              |
| DEBT SERVICE RESERVE | Not Applicable                                                                                                                                                                                                                                                                                                                                                            |
| COSTS                | Standard and reasonable costs related to this loan transaction are the responsibility of the Borrower.                                                                                                                                                                                                                                                                    |



#### ADDITIONAL COVENANTS AND CONDITIONS

Receipt and Satisfactory review by Seacoast National Bank-engaged legal counsel of the legal documentation provided by the Bond Counsel engaged in this transaction. Bond Counsel Opinion to include, among other required information, that the form of the proposed Bonds is regular and proper to include an opinion as to tax exemption and enforceability.

Receipt and satisfactory review of the Master Trust Indenture for the proposed funding.

Receipt and satisfactory review of the proposed Series 2024 Bonds Report utilizing the agreed upon terms (loan amount, interest rate, payment schedule, etc.)

#### FINANCIAL REPORTING

On an annual basis, within 270 days of the Fiscal year end, a copy of the audited financial statements for the Borrower.

On an annual basis, within 90 days of the Fiscal year end, a copy of an internally prepared financial statement for the Borrower.

Failure to provide the financial statements and reports as provided in the preceding paragraphs, after three (3) Business Days' written notice to the District, the District Manager and Counsel to the District, with a copy to the Trustee, shall constitute a "Financial Covenant Reporting Failure." Upon the occurrence of a Financial Covenant Reporting Failure Seacoast National Bank may enforce the provisions of this section by action in mandamus or specific performance, to compel performance of the District's financial reporting obligations under this section. A financial Covenant Reporting Failure under this section shall not constitute an Event of Default under the Master Indenture.

#### TAX-EXEMPT STATUS

In the event this loan is deemed to no longer be tax exempt, then in such event Borrower shall also pay to Bank, at the time such interest is paid all additional amounts which Bank specifies as necessary to preserve the after-tax yield that Bank would have received at each interest payment date had the loan remained tax exempt.

The Borrower agrees to pay, and indemnify Bank with respect to, any present or future stamp or documentary taxes, or any other excise or property taxes, charges or similar levies which arise from any payment made under this Loan or from the execution, delivery or registration of, or otherwise with respect to this Loan or any agreement or instrument required by, or executed or delivered in connection with, this Loan.



April 29, 2024

Kerrian Robertson Treasury Analyst  
210 N. University Drive, Suite 702 | Coral Springs, FL 33071

CC: Angel Montagna

Dear: Kerrian

I am pleased to provide the following approval terms and conditions for your loan request for Harmony Community Development District **The following terms and information is a commitment to lend.** The contents or existence of this memorandum are CONFIDENTIAL and shall not be disclosed to any third party without the prior written consent of Writer, except by the Borrower to its partners, legal counsel, financial advisors and accountants on a confidential basis, and as required by law. The confidentiality agreement set forth in the preceding shall be effective regardless of whether this letter is accepted by the recipient.

The proposed terms are as follows:

|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>BORROWER:</b>                        | Harmony Community Development District                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>LOAN AMOUNT:</b>                     | Not to exceed \$2,200,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>LOAN TYPE:</b>                       | Tax-Exempt Valley National Bank Qualified Term Loan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>PURPOSE:</b>                         | Purchase a 2-building total Sq. Ft. 9,180 +/- golf course maintenance facility land Approximately 5.2 acres from Harmony Golf Preserve LLC. Estimated cost \$2,200,000 (Current 3-19-2024 3 <sup>rd</sup> party Partner Valuation Advisors appraisal value \$2,200,000)                                                                                                                                                                                                                                                                                                                                                   |
| <b>REPAYMENT:</b>                       | Annual Principal Payments (May 1 and Semi-Annual Interest Payments May 1 and November 1 of each year during the term of the loan.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>INTEREST RATE:</b>                   | (a) <b>5-year term amortized for 20-year</b> tax-exempt Valley National Bank qualified fixed rate of 5.89% <b>(4-29-2024 indicative rate).</b><br>(b)- <b>15 year fully amortized tax-exempt Bond</b> Qualified tax- exempt fixed rate of 5.89% <b>(4-29-2024 indicative rate).</b>                                                                                                                                                                                                                                                                                                                                       |
| <b>MATURITY:</b>                        | (a)-Bank loan 60 months from closing<br>(b)-Bond 180 months from closing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>BANK FEE INCLUDING ATTORNEY FEE:</b> | (a)-\$16,00.00<br>(b)-\$18,00.00-additional \$2k expense bond documentation additional attorney review required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>COLLATERAL:</b>                      | <b>An abundance of caution on the real property and all improvements located at: 7370 Five Oaks Drive in St. Cloud, FL.</b> 2-building total Sq. Ft. 9,180 +/- golf course maintenance facility land +/- 5.2 acres. Pledge of non-Ad valorem special assessments assessable units within the District, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Assessments or, if applicable, from the issuance and sale of tax certificates with respect to such assessments. Closing attorneys to finalize correct and perfected collateral verbiage. |
| <b>DEPOSIT RELATIONSHIP:</b>            | Harmony CDD to open operating account (s) prior to loan funding and maintain at Valley all not required trustee funds. A loan auto debit account as an operating account with Valley National Bank for the term of the Loan.                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>GUARANTOR:</b>                       | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>PREPAYMENT PENALTY:</b>              | The Loan may be repaid without penalty in whole or in part prior to stated maturity date at the option of the Borrower                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

|                                             |                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>FINANCIAL COVENANTS:</b>                 | Borrower is required to maintain in a separate Reserve Fund at least 15% of Maximum Annual Debt Service to be monitored and tested annually.                                                                                                                                                                                                                                                                              |
| <b>ADDITIONAL COVENANTS AND CONDITIONS:</b> | <ul style="list-style-type: none"> <li>• Receipt and satisfactory review by Valley National Bank- an opinion as to tax exemption and enforceability related to Harmony CDD.</li> </ul>                                                                                                                                                                                                                                    |
| <b>FINANCIAL REPORTING:</b>                 | <p>On an annual basis, within 270 days of the Fiscal year end:</p> <ul style="list-style-type: none"> <li>• a copy of the audited financial statements for the Borrower.</li> <li>• a copy of the Statement for the Debt Reserve Account for the Borrower.</li> </ul> <p>On annual basis, <b><u>within 60 days of the Fiscal year end</u></b>, a copy of an internally prepared financial statement for the Borrower.</p> |
| <b>CLOSING COSTS:</b>                       | Standard and reasonable costs related to this loan transaction are the responsibility of the Borrower.                                                                                                                                                                                                                                                                                                                    |
| <b>TAX EXEMPT STATUS:</b>                   | In the event this Loan is deemed to no longer be tax exempt, then in such event Borrower shall also pay to Valley National Bank, at the time such interest is paid, all additional amounts which Valley National Bank specifies as necessary to preserve the after-tax yield for loan (a) or loan (b).                                                                                                                    |

This letter is a commitment to lend. The approval terms and conditions outlined must be accepted (term sheet executed) no later than May 15, 2024, by the Harmony CDD authorized chair. Upon acceptance and Valley approval, the approved terms will be available for 60 days.

Following your review of the above, please call me at 239-789-7727 with any questions or comments you may have prior to your decision.

Kindly execute a copy of this letter and return it to my attention. [bmcdonald@valley.com](mailto:bmcdonald@valley.com)

Thank you for allowing us the opportunity to provide financing for this loan request. We look forward to working with you.

Bill McDonald

Bill McDonald  
Commercial Relationship Manager

April 29, 2024

\_\_\_\_\_  
Harmony CDD Chairperson

\_\_\_\_\_  
DATE



April 29, 2024

Kerrian Robertson Treasury Analyst  
210 N. University Drive, Suite 702 | Coral Springs, FL 33071

CC: Angel Montagna

Dear: Kerrian

I am pleased to provide the following terms and conditions that Valley National Bank would consider for your loan request for Harmony Community Development District **The following information is not a commitment but rather an outline of terms for your consideration.** The following terms are presented to facilitate discussion of potential financing and are not intended to and do not create a legally binding commitment or obligation to lend on the part of Valley National Bank. The contents or existence of this memorandum are CONFIDENTIAL and shall not be disclosed to any third party without the prior written consent of Writer, except by the Borrower to its partners, legal counsel, financial advisors and accountants on a confidential basis, and as required by law. The confidentiality agreement set forth in the preceding shall be effective regardless of whether this letter is accepted by the recipient.

The proposed terms are as follows:

|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>BORROWER:</b>                        | Harmony Community Development District                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>LOAN AMOUNT:</b>                     | Not to exceed \$5,000,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>LOAN TYPE:</b>                       | Tax-Exempt Valley National Bank Qualified Term Loan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>PURPOSE:</b>                         | Purchase a 2-building total Sq. Ft. 9,180 +/- golf course maintenance facility land Approximately 5.2 acres from Harmony Golf Preserve LLC. Estimated cost \$2,200,000 (Current 3-19-2024 3 <sup>rd</sup> party Partner Valuation Advisors appraisal value \$2,200,000-Additional capital improvement information to be provided prior to final credit underwriting of this loan request.                                                                                                                                                                                                                                 |
| <b>REPAYMENT:</b>                       | Annual Principal Payments (May 1 and Semi-Annual Interest Payments May 1 and November 1 of each year during the term of the loan.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>INTEREST RATE:</b>                   | (a) <b>5-year term amortized for 20-year tax-exempt Valley National Bank qualified fixed rate of 5.89% (4-29-2024 indicative rate).</b><br>(b)- <b>15 year fully amortized tax-exempt Bond</b> Qualified tax- exempt fixed rate of 5.89% (4-29-2024 indicative rate).                                                                                                                                                                                                                                                                                                                                                     |
| <b>MATURITY:</b>                        | (a)-Bank loan 60 months from closing<br>(b)-Bond 180 months from closing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>BANK FEE INCLUDING ATTORNEY FEE:</b> | (a)-\$30,00.00<br>(b)-\$32,00.00-additional \$2k expense bond documentation additional attorney review required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>COLLATERAL:</b>                      | <b>An abundance of caution on the real property and all improvements located at: 7370 Five Oaks Drive in St. Cloud, FL.</b> 2-building total Sq. Ft. 9,180 +/- golf course maintenance facility land +/- 5.2 acres. Pledge of non-Ad valorem special assessments assessable units within the District, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Assessments or, if applicable, from the issuance and sale of tax certificates with respect to such assessments. Closing attorneys to finalize correct and perfected collateral verbiage. |
| <b>DEPOSIT RELATIONSHIP:</b>            | Harmony CDD to open prior to loan funding and maintain at Valley all not required trustee funds. A loan auto debit account as an operating account with Valley National Bank for the term of the Loan.                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>GUARANTOR:</b>                       | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

|                                             |                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PREPAYMENT PENALTY:</b>                  | The Loan may be repaid without penalty in whole or in part prior to stated maturity date at the option of the Borrower                                                                                                                                                                                                                                                                                                |
| <b>FINANCIAL COVENANTS:</b>                 | Borrower is required to maintain in a separate Reserve Fund at least 15% of Maximum Annual Debt Service to be monitored and tested annually.                                                                                                                                                                                                                                                                          |
| <b>ADDITIONAL COVENANTS AND CONDITIONS:</b> | <ul style="list-style-type: none"> <li>Receipt and satisfactory review by Valley National Bank- an opinion as to tax exemption and enforceability related to Harmony CDD.</li> </ul>                                                                                                                                                                                                                                  |
| <b>FINANCIAL REPORTING:</b>                 | <p>On an annual basis, within 270 days of the Fiscal year end:</p> <ul style="list-style-type: none"> <li>a copy of the audited financial statements for the Borrower.</li> <li>a copy of the Statement for the Debt Reserve Account for the Borrower.</li> </ul> <p>On annual basis, <b><u>within 60 days of the Fiscal year end</u></b>, a copy of an internally prepared financial statement for the Borrower.</p> |
| <b>CLOSING COSTS:</b>                       | Standard and reasonable costs related to this loan transaction are the responsibility of the Borrower.                                                                                                                                                                                                                                                                                                                |
| <b>TAX EXEMPT STATUS:</b>                   | In the event this Loan is deemed to no longer be tax exempt, then in such event Borrower shall also pay to Valley National Bank, at the time such interest is paid, all additional amounts which Valley National Bank specifies as necessary to preserve the after-tax yield for loan (a) or loan (b).                                                                                                                |

This letter is not a commitment to lend, either expressed or implied, and does not impose any obligation on Valley National Bank to issue a commitment or to make the Loan. The terms and conditions outlined must be accepted (term sheet executed) no later than May 15, 2024 by the Harmony CDD authorized chair. The issuance of a commitment to make the Loan is subject to full underwriting, due diligence documentation and approval. Upon acceptance and Valley approval, the approved terms will be available for 90 days. Following your review of the above, please call me at 239-789-7727 with any questions or comments you may have prior to your decision.

Kindly execute a copy of this letter and return it to my attention. [bmcdonald@valley.com](mailto:bmcdonald@valley.com)  
Thank you for allowing us the opportunity to provide this loan proposal letter to you. We look forward to working with you.

Bill McDonald

Bill McDonald  
Commercial Relationship Manager

April 29, 2024

\_\_\_\_\_  
Harmony CDD Chairperson

\_\_\_\_\_  
DATE

# **Subsection 4B**

## **Agreement with Ecolab**

## ECOLAB POOL AND SPA PARTICIPATION AGREEMENT

This Ecolab Pool and Spa Participation Agreement ("**Agreement**"), made effective as of June 1, 2024 ("**Effective Date**"), is between Ecolab Inc., located at 1 Ecolab Place, St. Paul, Minnesota 55102 ("**Ecolab**") and Harmony Community Development District, located at 313 Campus St. Celebration, Florida 34747 ("**Customer**").

- 1. Ecolab Commitment.** In exchange for the Monthly Base Rate listed in Section 3 below, Ecolab will (a) provide the equipment listed on Attachment A ("**Equipment**") and all parts and service to maintain the Equipment in good working condition, unless the parts or service are required due to Customer's negligence or misuse of the Equipment; (b) provide the No Charge Chemicals listed in Section 3 below; all other chemicals needed by Customer shall be sold to Customer at Ecolab's then-current list price; and (c) perform the following services ("**Services**"): (i) regular preventative maintenance on the Equipment, (ii) employee training on use of the test kit, testing procedures, and proper use of Ecolab chemicals and Equipment, (iii) emergency service response, at any time, twenty-four hours per day, seven days per week, three hundred sixty-five days per year, (iv) water analysis and water balancing recommendations during routine preventative maintenance, and (v) recommendations to improve system and operational efficiencies. Additionally, Ecolab shall install four controllers, one at each of the following locations: Splash Pad, Ashley Swimming Pool, Swim Club Pool, and Swim Club Kids Pool.
- 2. Customer Commitment.** Customer agrees to comply with the following: (i) water testing and logging results at least daily or according to Health Department requirements, (ii) check chlorinator and acid feeder, as needed, (iii) test and adjust stabilizer level (outdoor pools only), (iv) backwash filters and replace media, as needed, (v) notify Ecolab of phone number and email changes of Customer contact person, (vi) controller calibration and add balancing chemicals, as needed, and (vii) maintain and repair pool equipment, including pump cleaning (i.e. lint basket, impeller).
- 3. Pricing.** In consideration of Ecolab's commitment outlined in Section 1 above, Customer agrees to pay the following:

| Description                                                                                                                                                                                                                                                                      | Amount               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| Delivery, Installation and Start-up Fee (one time)                                                                                                                                                                                                                               | \$250 per controller |
| Monthly Base Rate (12 months per year)                                                                                                                                                                                                                                           | \$3866               |
| Includes the following chemicals at no charge (" <b>No-Charge Chemicals</b> ") (check all that apply):                                                                                                                                                                           |                      |
| <input checked="" type="checkbox"/> Aqua Balance Conditioner<br><input checked="" type="checkbox"/> Muriatic Acid<br><input checked="" type="checkbox"/> Sodium Hypochlorite*<br>*If not checked by Ecolab, then Customer will pay Ecolab's then current price for this chemical |                      |

Ecolab may increase the Monthly Base Rate each Year by between 4% and 9% upon written notice to Customer. In addition, if at any time during the term of this Agreement there is a significant shortage or increase in the cost of critical raw materials used to produce some or all of the No-Charge Chemicals or if there is an extraordinary or significant increase in Ecolab's labor costs, then Ecolab Customer will discuss in good faith and implement a change to help Ecolab offset the effect of any such shortage or cost increase, including, but not limited to, increases to the Monthly Base Rate and/or changing any No-Charge Chemicals (and Sodium Hypochlorite, if chargeable) to the per case price. Where applicable, Customer must pay any sales tax and personal property taxes levied upon the Equipment. A "**Year**" is any 12-month period beginning on the Effective Date or on an anniversary of the Effective Date.

- 4. Invoicing; Payments.** Ecolab will invoice Customer monthly for the Monthly Base Rate and on the chemical shipment date for any chargeable chemicals. Monthly Base Rate invoices will be pro-rated over 12 months for pools that do not operate year-round. Payment terms are net 30 days.
- 5. Additional Work.** Should the Customer desire that Ecolab provide additional work and/or services, such additional work and/or services shall be subject to a separate agreement and performed by Ecolab after prior written approval of a work authorization. Ecolab agrees that the Customer shall not be liable for the payment of any additional work and/or services unless the Customer first authorizes Ecolab to perform such additional work and/or services through an authorized and fully executed written work authorization. Nothing herein shall be construed to require the Customer to use Ecolab for any such additional work and/or services, and the Customer reserves the right to retain a different contractor to perform any additional work and/or services.
- 6. Overuse of No-Charge Chemicals; Chlorine Levels.** Ecolab reserves the right to provide only that amount of No-Charge Chemicals necessary to operate the Equipment within the recommended standards for normal operating conditions. If Customer's account shows a history of over consuming No-Charge Chemicals greater than pools of comparable volume in Customer's geographic area, Ecolab may adjust the Monthly Base Rate in accordance with the No-Charge Chemical consumption history. If more No-Charge Chemicals are consumed than are necessary as a result of a pool and a pool's non-Ecolab equipment, Customer must promptly address all Ecolab's recommendations to fix and maintain a pool and a pool's non-Ecolab equipment. If that is not done, then Ecolab may adjust the Monthly Base Rate under this Agreement to account for that increased No-Charge Chemical usage. Additionally, if Aqua Balance Conditioner (cyanuric acid) level is not maintained at a minimum of 20 PPM, then Ecolab may adjust the Monthly Base Rate accordingly.
- 7. Term.** This Agreement will continue for two years from the Effective Date ("**Initial Term**"). At the end of that time, this Agreement will continue from month-to-month until terminated by either party upon at least 30 days' prior written notice to the other party.
- 8. Insurance.** Ecolab shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:
- |                                      |             |
|--------------------------------------|-------------|
| Workers Compensation                 | Statutory   |
| General Liability                    |             |
| Bodily Injury (incl. contractual)    | \$1,000,000 |
| Property Damage (incl. contractual)  | \$1,000,000 |
| Automobile Liability (if applicable) |             |
| Bodily Injury and Property Damage    | \$1,000,000 |

With the exception of the Worker's Compensation insurance, the Customer, its staff, supervisors and consultants shall be named additional insureds but only to the extent of Ecolab's indemnification obligations.. Ecolab shall furnish the Customer with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the Customer unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the Customer. "Change" in the preceding sentence is defined herein to mean an alternation such that a previously provided certificate of insurance becomes inaccurate. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII.

This Agreement may only be terminated prior to the end of the Initial Term if the other party materially breaches this Agreement and fails to cure that material breach within 30 days of receiving written notice.

If this Agreement is terminated prior to the end of the Initial Term (except if Customer terminates pursuant to this Section for Ecolab's uncured material breach of this Agreement), Customer must promptly pay to Ecolab an amount equal to (i) the then current Monthly Base Rate multiplied by the lower of (i) the number of months remaining between the date of termination and the end of the Initial Term, or (ii) three (3) months.

**9. Delivery.** Delivery will be at Customer's request or as soon thereafter as is practicable. Customer must provide plumbing and electrical hookups and any and all required regulatory permits as well as all utilities necessary to operate the Equipment.

**10. Ownership.** The Equipment, including, but not limited to, dispensing equipment, will at all times be the sole and exclusive property of Ecolab. Customer will not acquire any right of ownership of such property, but only the right to use the Equipment subject to this Agreement. The Equipment will remain personal property and not become a fixture of any building. Customer will not remove the Equipment without prior written approval of Ecolab. Customer may not change, alter, or repair the Equipment, or use any chemicals in the operation of the Equipment, except those provided by Ecolab or approved by Ecolab in writing. Upon termination of this Agreement, Customer must return the Equipment in as good a condition as when received, excluding normal wear and tear.

**11. Indemnification.** With regard to third party claims, Ecolab will defend, indemnify and hold Customer harmless from and against any liability, including reasonable attorneys' fees and court costs, relating to bodily injury, death or property damage, but only to the proportionate extent that such injury, death or property damage is caused by (i) Ecolab's breach of this Agreement or (ii) Ecolab's (or Ecolab's employees' or agents') negligent or intentionally wrongful acts or omissions. Customer must give Ecolab prompt written notice of any claim for which Customer intends to seek recovery from Ecolab under this Agreement. Customer may not settle, defend or litigate any claim for which Customer seeks or will seek indemnification from Ecolab without the prior written consent of Ecolab, and Ecolab will not be liable for any settlement or claim established against, or cost or expense incurred by, Customer without that prior written consent. Customer is solely liable for all claims including, but not limited to, Workers' Compensation claims, resulting from the operation or use of the Equipment or work thereon by Customer's employees or agents. Customer may not assign this Agreement without Ecolab's written consent and this Agreement may only be amended in writing signed by both parties.

**1. Loss or Damage.** Customer is responsible for any loss, damage, theft or destruction of the Equipment. In addition, Customer is responsible for any damage or destruction caused by the removal of the Equipment by any person or entity other than Ecolab.

**2.**

**3. General.** Ecolab will not be liable for consequential or any other damages which may result from any cause beyond the reasonable control of Ecolab including, but not limited to, acts of God or government, supply or labor shortages, or transportation delays. Ecolab does not warrant or guarantee the elimination, reduction, or levels of water system biohazards from waterborne pathogens, including, but not limited to, Legionella bacteria and Cryptosporidium pathogens.

**4. Environmental Activities.** Ecolab agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals. Ecolab shall keep all equipment clean and properly dispose of waste. Further, Ecolab shall immediately notify the

Customer of any chemical or fuel spills. In accordance with the law Ecolab agrees to be responsible for cleanup of chemicals used under this agreement at the Customer location but only to the proportionate extent caused by the work performed by Ecolab under the terms of this Agreement.

**5. Compliance With Governmental Regulation.** Ecolab shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, Ecolab shall promptly notify the Customer in writing upon receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement. Additionally, Ecolab shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation

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

IF ECOLAB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ECOLAB'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 603-0033 OR PUBLICRECORDS@INFRAMARK.COM

**7. E-Verify.** Ecolab shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, to the extent required by Florida Statute, Ecolab shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The Customer may terminate this Agreement immediately for cause if there is a good faith belief that Ecolab has knowingly violated Section 448.09(1), Florida Statutes. By entering into this Agreement, Ecolab represents that no public employer has terminated a contract with Ecolab under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

**8. Compliance With Section 20.055, Florida Statutes.** Ecolab agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

- 9. Scrutinized Companies Statement.** Ecolab certifies it: (i) is not in violation of Section 287.135, Florida Statutes; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If Ecolab is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the Customer may immediately terminate the Contract.
- 10.** This Agreement contains the entire agreement of the parties and it supersedes all prior agreements and understandings between the parties, whether written or oral, regarding the subject matter of this Agreement. All notices to Ecolab must also be sent to: General Counsel, Ecolab Inc., 1 Ecolab Place, St. Paul, MN 55102. All notices to Customer must also be sent to: District Counsel, 107 W. College Avenue, Tallahassee, FL 32301. This Agreement is governed by the internal laws of Minnesota without regard to the conflict of laws rules, provisions or statutes of any jurisdiction.

**ECOLAB INC.**

**HARMONY COMMUNITY DEVELOPMENT DISTRICT**

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: ROBERT POTTER

Name: \_\_\_\_\_

Title: SSDM

Title: \_\_\_\_\_



# **Subsection 4C**

## **Access and Utility Easement**

**PREPARED BY AND RETURN TO:**

Grant T. Downing, Esq.  
 Godbold, Downing, Bill & Rentz, P.A.  
 222 W. Comstock Avenue, Suite 101  
 Winter Park, Florida 32789

## **ACCESS AND UTILITY EASEMENT AGREEMENT**

THIS ACCESS AND UTILITY EASEMENT AGREEMENT (this “**Agreement**”) is made effective as of June \_\_\_\_, 2024 (the “**Effective Date**”), and is executed by and between **NORTH LAKES OF HARMONY COMMUNITY ASSOCIATION, INC.**, a Florida not for profit corporation (the “**Grantor**”), and **HARMONY COMMUNITY DEVELOPMENT DISTRICT**, a limited special and single purpose local government created by Chapter 190, Florida Statutes whose post office address is 313 Campus Street, Celebration, Florida 34747 (the “**Grantee**”).

### **RECITALS**

A. Grantor is the owner of certain real property located in Osceola County, Florida, more particularly described as “Tract L-300” on the Plat of North Lakes of Harmony (the “**Plat**”) recorded in Plat Book 33, Page 119 – 122, Public Records of Osceola County, Florida, attached hereto as **Exhibit “A”** and by this reference incorporated herein (the “**Grantor Parcel 1**”) as well as additional property on the Plat identified thereon as a ten-foot (10’) utility easement contiguous to Grantor Parcel 1 (the “**Grantor Parcel 2**”); and

B. Grantor has been previously assigned by the Harmony Florida Land LLC, a Delaware limited liability company (defined as the “Owner” on the Plat), the right to assign easements on the Plat to Grantee, the right to grant a part of all or part of said easements to Grantee, and the right to grant and empower the Grantee to grant such additional easements and rights of entry to utility companies, such as the Orlando Utilities Commission (“OUC”); and

C. Grantor desires and agrees to grant to Grantee a non-exclusive access easement for vehicular access, ingress, egress, and passage over and across Grantor Parcel 1, for the benefit of Grantee and its successors in interest in title, to provide for access and utilities to Grantor Parcel 2, subject to the terms and conditions set forth in this Agreement; and

D. Grantor further desires to grant to Grantee the additional right to grant access to the OUC for the purpose of installing, operating, repairing and maintaining utilities within the easements granted herein for utilities to service the residents of homes located on lots within the Plat.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), for the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are correct and are incorporated herein.

2. Access and Utility Easement Grant for Grantor Parcel 1. Grantor hereby grants to Grantee, for the benefit of Grantee, its successors and assigns, including but not limited to OUC, a non-exclusive easement for vehicular ingress, egress over Grantor Parcel 1 (the “**Access Easement**”) for the purpose of gaining access to Grantor Parcel 2.

3. Access and Utility Easement Grant for Grantor Parcel 2. Grantor hereby grants to Grantee for the benefit of Grantee, its successors and assigns, including but not limited to OUC, a non-exclusive easement for access in order to facilitate the installation and maintenance of utilities over, under and through Grantor Parcel 2 (the “**Access and Utility Easement**”).

4. Orlando Utilities Commission Rights. Pursuant to Section A on sheet 2 of the Plat, the Grantor grants and empowers Grantee to assign to OUC an easement and right of entry rights over Grantor Parcel 1 and Grantor Parcel 2 for the purpose of installing, operating, repairing and maintaining existing and future utilities benefitting the residents of the homes located on lots within the Plat.

5. Construction, Maintenance and Repair of Easement Area. The Owner has previously constructed the roadway and all necessary improvements within Grantor Parcel 1 and Grantor Parcel 2. All future expenses incurred in connection with the maintenance and repair of these facilities shall be the responsibility of the Grantor.

6. Document Construction. No provision of this Agreement shall be construed or interpreted to the disadvantage of any party by any court or other governmental or judicial authority or arbitrator by reason of either party being deemed to have structured, drafted or specified such provision.

7. Notices. Each party shall deliver all notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a “**Notice**”) in writing and addressed to the other Party at its address set out below (or to any other address that the receiving party may designate from time to time in accordance with this Paragraph). Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or e-mail of a PDF document, or certified or registered mail, return receipt requested, postage prepaid. Except as otherwise provided in this Agreement, a Notice is effective only: (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section.

To Grantor: North Lakes of Harmony Community Association, Inc.  
 1750 W. Broadway, Suite 111  
 Oviedo, Florida 32765  
 Attn: Richard A. Jerman  
 Phone (407) 542-4909  
 Email: [rjerman@sunterracomunities.com](mailto:rjerman@sunterracomunities.com)

With Copy to: Godbold, Downing, Bill & Rentz, P.A.  
 222 W. Comstock Avenue, Suite 101  
 Winter Park, Florida 32789  
 Attn: Grant T. Downing  
 Phone (407) 647-4418  
 Email: [gdowning@gdb-law.com](mailto:gdowning@gdb-law.com)

To Grantee: Harmony Community Development District  
 313 Campus Street  
 Celebration, Florida 34747  
 Attn: District Manager  
 Phone: (407) 566-1935  
 Email: [Angel.Montagna@inframark.com](mailto:Angel.Montagna@inframark.com)

With Copy to: Kutak Rock, LLP  
 107 West College Avenue  
 Tallahassee, Florida 32301  
 Attn: District Counsel  
 Phone: (850)692-7300  
 Email: [Michael.Eckert@kutakrock.com](mailto:Michael.Eckert@kutakrock.com)

8. Default and Remedies. In the event of a default by Grantor or Grantee under this Agreement, the non-defaulting party may seek any and all remedies permitted by law.

9. Attorneys' Fees. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially 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.

10. Miscellaneous.

(a) If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of the Agreement, or the application of such provisions shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(b) This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Florida. Venue with respect to any litigation and jurisdiction for any dispute arising under this Agreement shall be exclusively in the courts located in Osceola County, Florida.

(c) The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

(d) Nothing in the Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts and obligations of the other.

(e) This Agreement contains the complete understanding and agreement of the parties hereto, with respect to all matters referred to herein, and any and all prior representations, negotiations and understandings are superseded hereby. This Agreement may not be amended, modified or terminated except in writing, executed and acknowledged by all the parties to this Agreement or their successors in title.

(f) The rights of the parties under the foregoing shall be cumulative and the failure on the part of a party to exercise properly any rights given hereunder shall not operate to waive or to forfeit any of the said rights.

(g) This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

(h) Time is hereby made and declared to be of the essence of this Agreement.

(i) THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ANY ACTIONS OF EITHER PARTY ARISING OUT OF OR RELATED IN ANY MANNER WITH THIS AGREEMENT (INCLUDING WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT OR ANY CLAIMS OR DEFENSES ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT.

(j) This Agreement is solely for the benefit of the Grantor and Grantee and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Grantor and Grantee any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Grantor and Grantee and their respective representatives, successors, and assigns. Notwithstanding the above, OUC is a third party-beneficiary to this Agreement.

(k) Nothing herein shall constitute or be construed as a waiver of the Grantee's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

[SIGNATURES ON FOLLOWING PAGES]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_

Witness Address

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Grantor:**

**NORTH LAKES OF HARMONY  
COMMUNITY ASSOCIATION, INC.,** a  
Florida not for profit corporation

By: \_\_\_\_\_

Print Name: Richard A. Jerman

Its: President

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this \_\_\_\_ day of \_\_\_\_\_, 2024, by Richard A. Jerman, the President of North Lakes of Harmony Community Association, Inc., a Florida not for profit corporation, who [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification and did not take an oath.

[NOTARIAL SEAL]

\_\_\_\_\_  
Print Name \_\_\_\_\_

Title: Notary Public

Serial Number, if any: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

**Grantee:**

**HARMONY COMMUNITY  
DEVELOPMENT DISTRICT**, a limited special  
-purpose unit local government

Print Name: \_\_\_\_\_

By:\_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, the \_\_\_\_\_ of Harmony Community Development District,. He/She [ ] is personally known to me, or has [ ] produced \_\_\_\_\_ as identification.

Print Name: \_\_\_\_\_

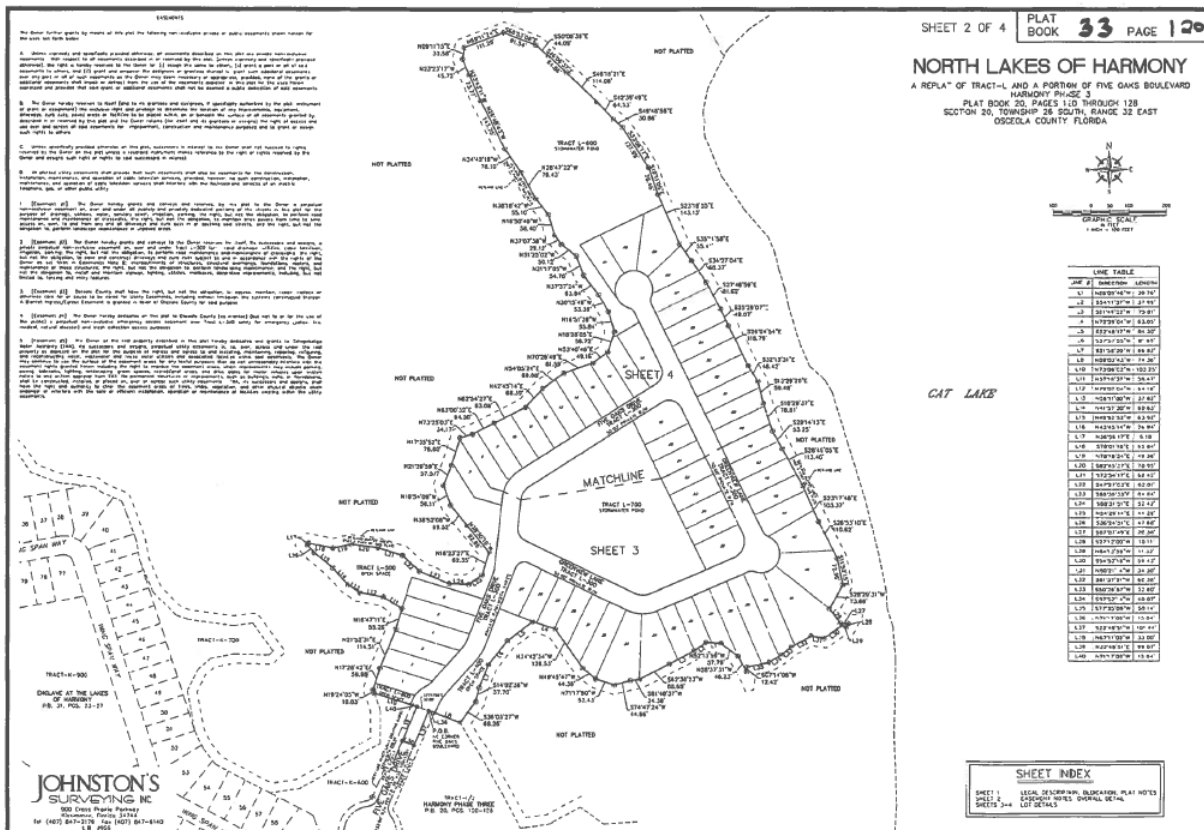
Notary Public-State of Florida at Large

Commission No.: \_\_\_\_\_

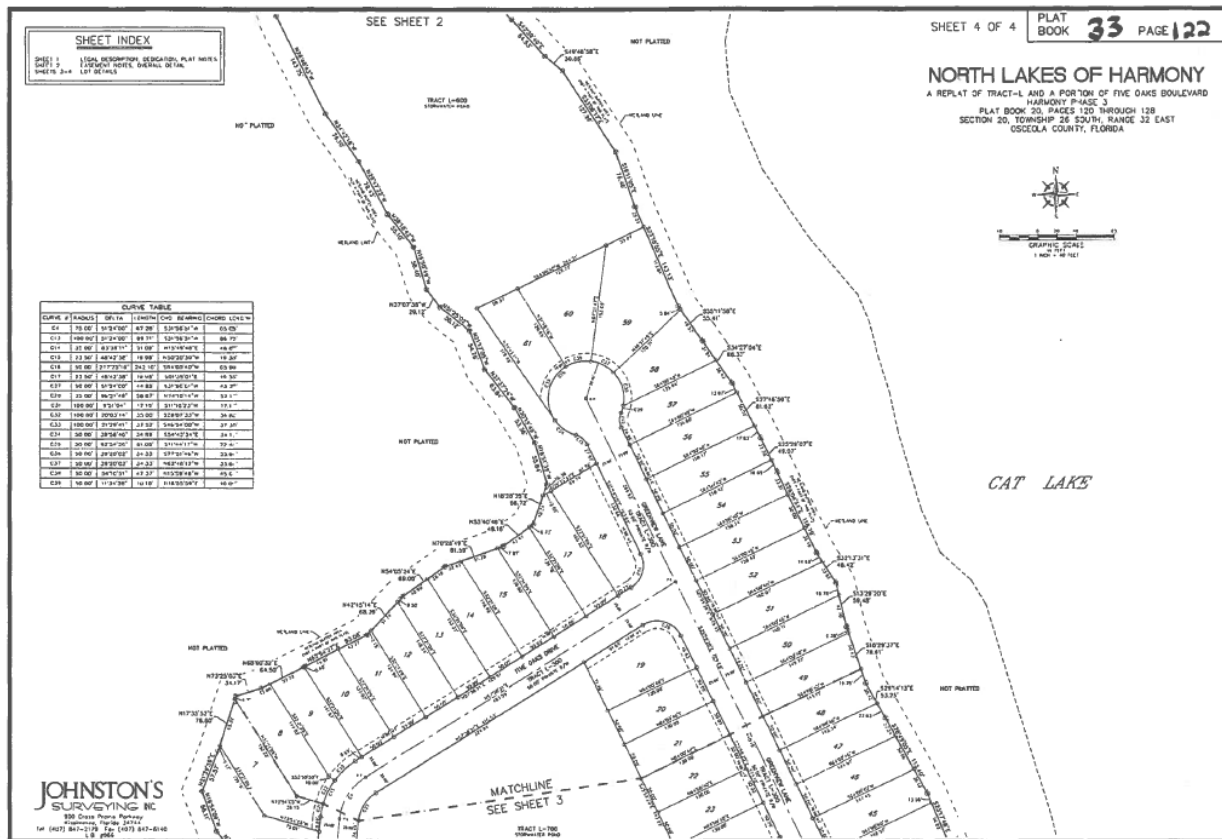
My Commission Expires: \_\_\_\_\_

[Affix Notary Seal]









# **Subsection 4D**

## **Assignment of OUC Agreement**

This document was prepared by  
and should be returned to:

Grant T. Downing, Esq.  
Godbold, Downing, Bill & Rentz, P.A.  
222 W. Comstock Avenue  
Suite 101  
Winter Park, FL 32789

## **ASSIGNMENT AND ASSUMPTION OF SERVICE AGREEMENT FOR LIGHTING SERVICE**

### **(Harmony Tract L)**

THIS ASSIGNMENT AND ASSUMPTION OF SERVICE AGREEMENT FOR LIGHTING SERVICE (“Assignment”) is made by and between HARMONY FLORIDA LAND LLC, a Delaware limited liability company, whose address is 1750 West Broadway, Suite 111, Oviedo, Florida 32765, hereinafter called “Assignor” and HARMONY COMMUNITY DEVELOPMENT DISTRICT, a limited special purpose unit local government, whose address is 313 Campus Street, Celebration, Florida 34747, hereinafter called “Assignee”, and ORLANDO UTILITIES COMMISSION, whose address is 100 West Anderson Street, Orlando, Florida 32801 (“OUC”).

### **RECITALS**

A. Assignor and OUC entered into that certain Service Agreement for Lighting Service dated July 12, 2022 (the “Agreement”) for the installation, operation and maintenance of street lighting within the property described on Exhibit “A” attached hereto and by this reference incorporated herein (the “Property”); and

B. Assignor has agreed to assign to Assignee all of its right, title and interest in the Agreement, which rights shall benefit Assignee and its successors and assigns, and Assignee has agreed to assume any all obligations of Assignor under the terms of the Agreement from the date this document is signed by the last signing party (the “Effective Date”).

C. OUC has agreed to execute this Assignment for the limited purpose of providing its consent to the assignment granted hereunder pursuant to the Agreement.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. The above recitals are true and correct and incorporated herein by this reference.
2. Assignor hereby assigns all of Assignor’s right, title and interest in and to the Agreement to Assignee from and after the Effective Date.
3. Assignee hereby accepts the foregoing assignment from Assignor and agrees to assume and perform each and every obligation, liability, duty, term, condition and covenant of the Agreement which is currently to be performed by the Assignor from and after the Effective Date. Provided however, the

Assignee shall not be liable or responsible for any acts, omissions, fees, or charges which occurred or accrued prior to the Effective Date.

4. OUC is executing this Assignment for the limited purpose of acknowledging its consent to the assignment and assumption granted in Sections 2 and 3 above.

5. Assignor represents and warrants: (i) that it has full power and authority to enter into this Assignment and to assign its right, title, claim, and interest, if any, in, to Assignee; and (ii) that Assignor has not granted to any other person or entity any interest in, or right to acquire any interest in, the rights and obligations being assigned hereunder, whether in the nature of an ownership interest, security interest, lien, or otherwise.

6. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

7. Assignor and Assignee agree to promptly execute such other documents as may be reasonably necessary to effectuate this Assignment to Assignee and/or as may be required by any entity, individual, consultant, Osceola County, Florida or any other governmental authority or agency to effectuate and secure the Assignment set forth herein.

8. In the event of any litigation between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation, including, without limitation, reasonable attorneys' fees and expenses.

[SIGNATURE AND NOTARY ACKNOWLEDGEMENT PAGES FOLLOW]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment the date first set forth above.

“ASSIGNOR”

HARMONY FLORIDA LAND LLC, a Delaware  
limited liability company

By: \_\_\_\_\_  
Print Name: Richard Jerman  
Title: Vice President  
Date: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of June, 2024, by Richard Jerman, as Vice President of HARMONY FLORIDA LAND LLC, a Delaware limited liability company, on behalf of the company. He is ☐ personally known to me, or ☐ produced \_\_\_\_\_ as identification.

[AFFIX NOTARY SEAL]

\_\_\_\_\_  
Notary Public Signature  
Print Notary Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

“ASSIGNEE”

HARMONY COMMUNITY DEVELOPMENT DISTRICT, a  
special-purpose unit local government

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of June, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of HARMONY COMMUNITY DEVELOPMENT DISTRICT, a limited special purpose unit local government. He/She ☐ is personally known to me, or ☐ has produced \_\_\_\_\_ as identification.

[AFFIX NOTARY SEAL]

\_\_\_\_\_  
Notary Public Signature  
Print Notary Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

“OUC”

ORLANDO UTILITIES COMMISSION

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of June, 2024 by \_\_\_\_\_, as \_\_\_\_\_ of ORLANDO UTILITIES COMMISSION, a Florida statutory commission. He/She is ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

**Exhibit "A"**

All of the Plat of NORTH LAKES OF HARMONY, according to the Plat thereof as recorded in Plat Book 33, Pages 119 through 122, inclusive, Public Records of Osceola County, Florida.



*For Recording Purposes Only*

### SERVICE AGREEMENT FOR LIGHTING SERVICE HARMONY TRACT L

This Agreement is entered into this 12<sup>th</sup> day of July, 2023 by and between **ORLANDO UTILITIES COMMISSION**, whose address is 100 West Anderson Street, Orlando, Florida 32801 and **HARMONY FLORIDA LAND LLC**, whose address is 1750 W Broadway Street, Suite 111, Oviedo, Florida 32765, for the provision of Lighting Service as more particularly set forth below.

#### DEFINITIONS

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

7. "OUC" shall mean ORLANDO UTILITIES COMMISSION, a statutory commission created and existing under the laws of the state of Florida and the municipal utility of the City of Orlando.

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

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

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

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

**SECTION 3: EASEMENTS AND ACCESS**

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

**SECTION 4: THE PARTIES MUTUALLY AGREE:**

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

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

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

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

successors and permitted assigns of the CUSTOMER and OUC.

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

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

- 5.1 The initial term of this Agreement (the "Term") shall be for 20 years. The initial term shall begin upon the due date of the first monthly invoice (bill) delivered to CUSTOMER for installed lighting or the capital investment portion of the Monthly Lighting Service Charge as set forth in section 5.3 hereinbelow, whichever ever occurs first, and shall terminate at the end of two hundred and forty (240) consecutive Billing Cycles thereafter, unless extended or otherwise modified pursuant to the provisions herein. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation Plan described in Exhibit 1, each development phase completed shall have its own Term (which shall commence and terminate as set forth above in this paragraph) and Installation Date under this Agreement.
- 5.2 The effective date of this Agreement shall be the date of execution by the CUSTOMER or OUC, whichever is later.

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

## SECTION 6: MISCELLANEOUS

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

If to OUC:

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

If to Customer:

Harmony Florida Land  
1750 W. Broadway St, Ste 14  
Orlando, FL 32765  
Attention: Dunbar Marlow

- 6.4 **Entire Agreement:** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior contemporaneous written and oral agreements, proposals, negotiations, understanding and representations pertaining to the subject matter hereof.
- 6.5 **Time Is Of The Essence:** Time is hereby declared of the essence as to all time periods set forth in this Agreement.

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

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

| HARMONY FLORIDA LAND LLC. |

Federal ID # 82-2540282

By: [Signature]

Name: Denver Marlow

Title: VP

Date: 06/10/22

WITNESSES: |

By: [Signature]

Name: James P Dunn

Title: Witness

By: [Signature]

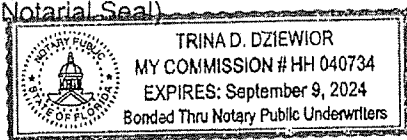
Name: Trina Dziwior

Title: Witness

STATE OF FLORIDA  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 10th day of June, 2022 by Denver Marlow as Vice President of Harmony FL Land. She/He is personally known to me or has produced as identification.

(Notarial Seal)



[Signature]  
Notary Public, State of Florida  
Print Name: Trina D Dziwior

**ORLANDO UTILITIES COMMISSION**

By: *Clint Bullock*

Name: Clint Bullock  
Title: General Manager/CEO

Date: 7/12/22

ATTEST:

By: *Paula A. Velasquez*  
Name: Paula A. Velasquez  
Title: Assistant Secretary

Approved as to form and legality  
OUC Legal Department  
Date: 7-7-22 By: *[Signature]*

WITNESSES:

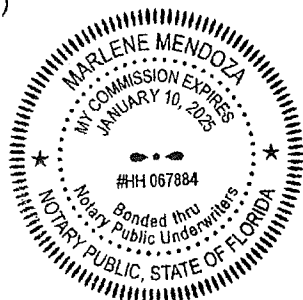
By: *Bethany Taggart*  
Name: Bethany Taggart  
Title: Executive Assistant

By: *[Signature]*  
Name: Tajaira Christophers  
Title: Sr. Payment Specialist

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 12<sup>th</sup> day of July, 2022 by CLINT BULLOCK, as General Manager, CEO of Orlando Utilities Commission, a Florida statutory commission, on behalf said Commission. He is personally known to me or has produced \_\_\_\_\_ as identification.

(Notarial Seal)



*[Signature]*  
Notary Public, State of Florida  
Print Name: Marlene Mendoza

## EXHIBIT 1

LIGHTING SERVICE FEES:RATE PER MONTHMonthly Lighting Service Charge:

|                        |                 |
|------------------------|-----------------|
| Capital Investment     | \$1,223.45      |
| Maintenance            | \$ 343.00       |
| <u>Fuel and Energy</u> | <u>\$ 44.60</u> |
| Total                  | *** \$1,611.05  |

Upfront Payment                \$0.00

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

\*\*\* From time to time, modifications to the original contract design ("Design Modifications") may be necessary to accommodate local site requirements or other changes which were not anticipated by either party during the original contracting phase. Actual billed amount will be based on the as-built drawings which reflect the Design Modifications.

If the increase in the actual billed amount due to the Design Modifications is up to and including 10% of the Agreement's original capital investment charge, Customer hereby assumes responsibility for payment of such charge increase without need for notification from OUC or further consent from Customer regarding same.

If the increase in the actual billed amount due to the Design Modifications exceeds 10% of the Agreement's original capital investment charge, OUC will send to Customer completed Exhibit 2 reflecting such increase and both OUC and Customer shall execute same.

ANNUAL RATE ADJUSTMENT

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

LIGHTING SERVICE

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

## LIGHTING EQUIPMENT

### OUC Installed Lighting Equipment:

- |
  - (28) 20' black aluminum poles [036-21724]
  - (28) 75w LED King tear drop fixtures [036-23218]
  - (28) King single arms [036-24078]
- Customer installs conduit with pull string and junction boxes per OUC specifications  
All associated poles, fixtures, parts, wires, photocells, and controllers |

### CUSTOMER Installed Lighting Equipment:

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

## PHASED INSTALLATION PLAN

|All at once |

||

## EXHIBIT 1 (continued)

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

Light out Web Address – <http://www.ouc.com/customer-support/outages-and-problems/report-a-streetlight-outage>LEGAL DESCRIPTION OF THE PROPERTYPARCEL ID# **30-26-32-3117-0001-00L0**

HARMONY PHASE 3 PB 20 PGS 120-128 TRACT L FUTURE DEVELOPMENT LYING IN SEC 20

PROPERTY / PREMISE LOCATION INFORMATION

|                   |                       |
|-------------------|-----------------------|
| Premise Name:     | HARMONY WEST TRACT L  |
| Premise Address:  |                       |
| City, State, Zip: | SAINT CLOUD, FL 34773 |
| Premise Number    |                       |

BILLING INFORMATION

|                        |                               |
|------------------------|-------------------------------|
| Billing Contact Name:  | Harmony Florida Land, LLC     |
| Billing Address:       | 1750 W Broadway St, Suite 111 |
| City, State, Zip:      | Oviedo, FL 32765              |
| Billing Contact Name:  | Denver Marlow                 |
| Billing Contact Phone: | 407.542.4909                  |
| Federal Tax ID:        | 82-2540282                    |

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

|                          |            |
|--------------------------|------------|
| Customer Account Number: | 9169601861 |
| Work Request No:         | 787479     |
| Comments:                |            |
|                          |            |
|                          |            |
|                          |            |
|                          |            |

**Certificate of Completion (Exhibit 2)**

**Notice of Modification to Original Contract Design**

Project W.O. # \_\_\_\_\_ OUC Account # \_\_\_\_\_

Project Name: \_\_\_\_\_

Customer/Account Name \_\_\_\_\_

**Original Monthly Lighting Service Charges, Poles, Fixtures & Installation Scope:**

Investment \_\_\_\_\_ Maintenance \_\_\_\_\_ Fuel & Energy \_\_\_\_\_

[Insert Original Streetlight Fixture/Pole Type/Quantity Bill of Material]

**Amended Monthly Lighting Service Charges per As-Built, Poles, Fixtures & Installation Scope:**

Investment \_\_\_\_\_ Maintenance \_\_\_\_\_ Fuel & Energy \_\_\_\_\_

[Insert As Built Streetlight Fixture/Pole Type/Quantity Bill of Material]

**Authorized OUC Representative**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Authorized Customer Representative**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# **Section 6**

## **Consent Agenda**

# **Subsection 6A**

## **Minutes**

**MINUTES OF MEETING  
HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harmony Community Development District (“CDD” or “District”) was held Thursday, May 23, 2024, at 6:00 p.m. at the Jones Model Home, 3285 Songbird Circle, Saint Cloud, FL 34773.

Present and constituting a quorum were:

|                                    |                     |
|------------------------------------|---------------------|
| Mark LeMenager ( <i>via Zoom</i> ) | Chairman            |
| Daniel Leet                        | Vice Chairman       |
| Lucas Chokanis                     | Assistant Secretary |
| Kerul Kassel                       | Assistant Secretary |
| Joellyn Phillips                   | Assistant Secretary |

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

|                                     |                                           |
|-------------------------------------|-------------------------------------------|
| Angel Montagna ( <i>via Zoom</i> )  | District Manager, Inframark               |
| Howard Neal                         | District Manager, Inframark               |
| Jennifer Goldyn                     | District Manager, Inframark               |
| Michael Eckert ( <i>via Zoom</i> )  | District Legal Counsel, Kutak Rock        |
| David Hamstra                       | District Engineer, Pegasus Engineering    |
| Jorge Baez                          | Field Services Supervisor, Inframark      |
| Nick Lomasney                       | Benchmark Landscaping/United Land Service |
| Kerry Satterwhite                   | Area Field Manager, Inframark             |
| Residents and Members of the Public |                                           |

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

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

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

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

**SECOND ORDER OF BUSINESS                      Audience Comments**

Mr. Leet indicated a three-minute time limit for comments. It is not a question-and-answer period.

There being no audience comments, the next order of business followed.

**THIRD ORDER OF BUSINESS                      Staff Reports**

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

**i. Proposal #97871 for TopChoice**

Mr. Lomasney reviewed proposal #97871 for TopChoice fire ant treatment, in the amount of \$2,290.

**ii. Proposal #98556 for Summer Annuals**

Mr. Lomasney reviewed proposal #98556 for summer annuals in the amount of \$3,500.

**iii. Proposal #98919 for Bed Edging**

Mr. Lomasney reviewed proposal #98919 for about 500 feet of bed edging for all the beds at the roundabouts and Harmony Square at the corners, in the amount of \$2,215.24.

Ms. Kassel commented the Board does not know what the edging looks like and asked why the proposal was provided. Mr. Lomasney indicated it was discussed by the Board and is a black vinyl edging. Mr. Chokanis had previously requested a proposal for bed edging. Ms. Kassel requested future proposals show the number of feet under quantity, and the unit price should be the price per linear foot. Mr. Chokanis reviewed the benefits of bed edging, such as retaining mulch in the beds.

Mr. LeMenager made a MOTION to approve the following proposals from Benchmark Landscaping: #97871 for TopChoice fire ant treatment, in the amount of \$2,290; #98556 for summer annuals in the amount of \$3,500; and #98919 for bed edging, in the amount of \$2,215.24.

Mr. Leet seconded the motion.

Ms. Kassel commented proposal #97871 for TopChoice would have been nice to list out the specific areas and generally more details on future proposals. Mr. Lomasney will include more details going forward, and confirmed the proposal includes all park areas.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the following proposals from Benchmark Landscaping: #97871 for TopChoice fire ant treatment, in the amount of \$2,290; #98556 for summer annuals in the amount of \$3,500; and #98919 for bed edging, in the amount of \$2,215.24.

**iv. Emergency Repairs for Mainline Breaks**

Mr. Lomasney indicated he provided two emergency proposals today for mainline breaks on Cat Brier Trail to use a stump grinder to get to them due to the roots. The breaks are unrelated to the other issue. One area has sod, and one does not. With the irrigation moisture control ("iMC"), one was discovered, and the other is being repaired. Mr. Neal indicated the proposals have been approved and signed today as emergency repairs, and will be ratified at the next Board meeting.

**v. Soccer Fields**

Mr. Neal discussed with Mr. Lomasney regarding the soccer field. Everything that can be done has been done, and it needs replacement. Renovations for the soccer field were proposed at the same time as the pocket parks, and Mr. Lomasney will review the proposals and look at all options for replacement. Ms. Kassel asked if the soccer field is getting irrigated. Mr. Lomasney

indicated the irrigation system has been tested, but the turf is worn out. Weeds grow faster than turf, and the field is used a lot, especially evening hours. Irrigation has been tested and is working, but the turf is at the end of its life. The condition was discussed last month, including options to lengthen the useful age by closing the field for a period of time. Mr. Chokanis suggested perhaps seeding it with bahia and closing it down for a month. He suggested other options are viable before considering total replacement of the turf. Mr. LeMenager made the comment regarding seeding the field with rye at the beginning of winter, which had been done in previous years and worked well. Ms. Kassel suggested seeding it with both rye and bahia since bahia takes six months to germinate and will start to grow at the same time the rye will start to die off. Mr. Lomasney will provide options for the next meeting. Ms. Kassel asked if a broadleaf herbicide is being used, but it is not because the turf has too many weeds. Mr. Leet asked how the field will be closed off and how to enforce not using it. Ms. Kassel indicated stakes were put down with caution tape, but it did not keep people off. Mr. Leet suggested thinking about how to limit use of the field or closing it off with the other options. Ms. Phillips suggested having a conversation with the soccer organization to help get the word out. Mr. Lomasney suggested planting rye in November, which takes 14 days to germinate and close the field during that time, which Mr. LeMenager indicated is what used to be done and worked quite well. Mr. Neal will add this to the project board. Soccer season starts in November, so we can shoot for late October.

#### **vi. Miscellaneous**

Ms. Kassel indicated the verge at the entrance to Buck Lake Park at Cat Brier Trail and Pond Pine does not seem to be getting any water for many months. That area is irrigated.

#### **vii. U.S. Hwy 192 Trees**

Mr. Lomasney provided pictures of the trees proposed at a previous meeting to be lifted at the entrance near the fence. Ms. Kassel indicated the concern was damage to the fence and foliage underneath the trees that might get shaded out because of the trees. Ms. Kassel prefers to spend that amount of money refurbishing other areas that residents see. Mr. Chokanis suggested providing the proposal and pictures for the next meeting. Mr. Lomasney's concern is the viburnum and magnolias, but this could be revisited in the fall. Pictures #31 and #32 in the Inframark field report show these trees. Ms. Phillips pointed out picture #30 shows tree branches stuck in the wires, and Mr. Neal will reach out to OUC to trim those trees.

#### **viii. Sod Installation**

Mr. Lomasney commented the sod has been installed and they are waiting 30 days before applying any chemicals, which will close out the last phase for Schoolhouse Road, Five Oaks Drive, and Cat Brier Trail. Ms. Kassel suggested the irrigation was not working at 3344 Cat

Brier Trail and sod was lost, and Benchmark should be responsible for those areas because they had several months of no irrigation and are struggling; irrigation needs to be repaired, and Benchmark should refurbish those areas since irrigation has not been working for several months but the Board was told irrigation in that area was working. Mr. Lomasney will investigate the whole block.

Ms. Kassel also raised the small dog park at Brackenfern Drive and Primrose Willow Drive where the verge in front of the park on Cat Brier Trail has not been getting water, either. It is not as bad as the area in front of houses, but Mr. Lomasney will investigate.

**B. Field Manager: Inframark**

**i. Monthly Report**

Mr. Baez reviewed field activities. Sidewalk grinding continues. The splash pad chemicals are on hold pending the contract with EcoLab, but staff will continue to use Pool Sure until the contract is executed. The health department will perform an inspection prior to being able to use the splash pad. They inspected the other pools, which passed the inspection. Staff will clean the drains before rainy season.

Mr. Leet asked if items in the report need Board input to proceed. Mr. Baez indicated they are still working on last month's report. Staff is down by one person, which Mr. Baez is covering Saturdays. Mr. Satterwhite indicated other staff from the Celebration office are covering the other days until the position gets filled.

Ms. Kassel asked if the monthly items in the field report are also on the task list for the project board. Mr. Neal indicated only major items are on the project boards, but they can be added. Ms. Kassel requested field items requiring action be included. Mr. Chokanis asked if they are recommendations for things to be taken care of, or if they are things to be fixed and brought to the Board's attention. Mr. Baez indicated they will begin fixing things and catching up. Mr. Chokanis agreed with Ms. Kassel to include them on the project board, or an action item list with a location since many are repeat items. Some items need Board input but not necessarily Board action. Before proposals are obtained, staff should ask if the Board wants to proceed, as in the example of proposals for a surveillance system that was never discussed. Security systems have different rules for what should be disclosed in a public forum. Mr. Leet reached out to a security camera vendor, Flock Safety, which only deals with incoming traffic license plates. Mr. Eckert requested conversations of this nature—including locations for cameras—be handled in a closed security session. Mr. Neal asked if the Board would like to proceed with getting more proposals or not. Ms. Kassel noted a closed session has not been included on an agenda. Mr. Satterwhite confirmed for any field items that need approval from the Board, it will be noted as needing

152 action. Mr. Leet gave the example of fences. A recommendation was made but no proposals  
153 provided. Ms. Kassel indicated water coming out possibly from telecommunication equipment or  
154 drainage, behind houses on Dark Sky.

155 Ms. Phillips asked about item #36, parking on District property with recommendations, and  
156 suggested putting down gravel for a parking area. Construction is occurring in that area. Ms.  
157 Kassel asked if the vehicles are construction workers or residents, who may be displaced by  
158 construction. Ms. Kassel asked if the small trees that are not doing well could be flush cut, as  
159 suggested by Benchmark. Ms. Phillips questioned if the tree canopy had to be maintained, but  
160 Ms. Kassel indicated they are not a street tree and are very small.

161 Ms. Kassel asked about item #7 for grass at a playground at Middlebrook, and replacing  
162 grass would be foolhardy. The proposal was for bahia, but anything will be destroyed.

163 Ms. Kassel asked if the boat upholstery has been replaced on the seats. Two are complete and  
164 the seats for the third are with the vendor to be complete.

165 **C. District Engineer: Pegasus**

166 **i. Lakefront Park Community Maintenance Facility Update**

167 Mr. Hamstra provided an update on the maintenance facility. Osceola County ("County") is  
168 lacking an engineer and is lacking complete comments for the original concept of the  
169 maintenance facility at the lakefront.

170 **ii. Blazing Star Lane Alley**

171 Mr. Hamstra reviewed a second bid for asphalt milling option to compare to the first one at  
172 \$60,000. A second contractor that will do this small of a project will provide a proposal that will  
173 be provided at the next meeting. The other contractors contacted would not provide a price for a  
174 project this small.

175 Ms. Kassel asked if anything had been received from Waste Management. Mr. Neal received  
176 a response to set a call, which he will continue to work on a time to set.

177 **iii. Golf Course Maintenance Facility**

178 Mr. Hamstra discussed a meeting with Mr. Satterwhite, Mr. Vincent Morrell, and Mr. Baez  
179 with the general manager for the golf club on May 10, had a tour inside and outside, and made  
180 some notes about what can be done to expand or quarantine different sections for a site plan to  
181 discuss if the Board moves forward to acquire the facility.

182 **iv. Alley Inspections**

183 Mr. Hamstra reviewed an inspection performed in 2020 by the previous engineer for six of  
184 the alleys, two of which have since been milled and resurfaced. Two are coming up that should  
185 be revisited: A-1 Ashley Park and G Green. Mr. Hamstra will review those the first week in June  
186 and report to the Board if they can wait another year in lieu of being milled and resurfaced.

187           **v. Permits for Harmony West CDD (“Harmony West”) with South Florida Water**  
188           **Management District (“SFWMD”)**

189           Mr. Hamstra reviewed the permit criteria from SFWMD for Harmony West to control the  
190 Old World climbing fern to see if the same criteria apply to the District. Ms. Catherine Bowman  
191 is back from vacation and will provide a report to Mr. Hamstra if both districts have to maintain  
192 the same standards in keeping it under control.

193           **vi. Miscellaneous**

194           Ms. Kassel asked about the bathometric survey for Long Pond at the bridges, which Mr.  
195 Hamstra has not yet done but will look into.

196           Ms. Kassel asked if Ms. Bowman will report if the District has met its invasives management  
197 goals, and she will provide a maintenance report that will outline if the District is close to  
198 achieving or has met the percent removal of nuisance species.

199           Mr. Chokanis commented on Clay Brick Road and the tunnel that runs under U.S. Hwy 192  
200 where middle school kids are running fast and fall into the road, and asked if a rail could be  
201 added to the sidewalk along the verge. Some kids have crashed and fall off the curb, and some  
202 parents have asked what the cost would be to install a rail at that curb. Discussion ensued  
203 regarding ownership of the road and the sidewalk, location of the rail, a ramp going from the  
204 sidewalk to the roadway, which includes a pull-off, with a ramp coming off the sidewalk by  
205 excavating part of the sidewalk to install a ramp. Ms. Kassel asked if field staff could perform  
206 that work. Mr. Hamstra will meet with Mr. Satterwhite and Mr. Baez to see if staff can do it and  
207 meet ADA requirements.

208           **D. District Counsel: Kutak Rock**

209           **i. District Requirement to Identify Goals and Objectives**

210           Mr. Eckert provided information to Mr. Neal regarding identifying goals and objectives as  
211 well as performance measures to determine if the District has met its goals and objectives. A  
212 report is due every December that is posted on the website, noting if you have met the goals and  
213 objectives. The manager will look at it and provide to the Board. This report is required for all  
214 districts, and the reports should have some uniformity.

215           **ii. Golf Course Maintenance Facility**

216           Mr. Eckert reviewed conversations with bond counsel regarding the golf course maintenance  
217 facility, which will be discussed further under that agenda item.

218           **iii. Agreement with Ecolab Pool and Spa (“Ecolab”)**

219           Mr. Eckert reviewed conversations with staff and Ecolab regarding the agreement and six  
220 items related to insurance, termination, early termination fees, and so forth. Progress continues.

For the benefit of the audience, Mr. Leet reviewed the presentation from Ecolab at the last meeting for pool chemicals and automated equipment for all pools, including the splash pad. Pool Sure will continue to provide chemicals in the interim. Mr. Neal pointed out counsel has been diligent in protecting the District's interests with the Ecolab agreement. Mr. Chokanis indicated the Ecolab representative is a resident of Harmony and believes this will be more efficient and cost effective. Ms. Kassel asked if the monitor for the splash pad was working yet, which is still on backorder to be delivered. Ecolab will only be responsible for chemical delivery and balancing to make sure the water meets health department standards. The splash pad runs but is not safe now. Mr. Leet asked if anything needs to be done in the interim until the agreement with Ecolab is executed, and Mr. Neal indicated field staff has done everything possible until the monitor arrives. Then the health department will test the water so the splash pad can be opened. Mr. Leet clarified the Ecolab contract is a separate issue from receiving the monitor. Regardless the status of the Ecolab agreement, the District can still get chemicals from Pool Sure, have field staff test the levels, and get the health department to perform an inspection. Mr. Neal confirmed the Ecolab agreement does not including monitoring. Ms. Kassel asked Mr. Neal to contact the supplier for the monitor to request an estimated time of arrival. Mr. Chokanis indicated school is letting out and summer is coming, so the splash pad is one of the highest priorities, which Mr. Neal confirmed is a priority for staff. Mr. Leet asked if a cost is associated with delivery, installation, monitoring, or testing that would require Board action. Mr. Baez indicated installation was not included. Ms. Kassel pointed out the dollar amount would be within the manager's or Chairman's purview to approve.

#### **iv. Potential New Meeting Location**

Ms. Kassel discussed potentially needing a new meeting location. Previous counsel advised against meeting at a facility Ms. Kassel's owns, even at no cost, and asked if Mr. Eckert is of the same opinion. Mr. Eckert indicated if it is no cost to the District, there is no concern because the conflict of interest laws and enrichment laws apply when receiving a financial gain, and he does not have the same concern.

Board members expressed agreement and willingness to meet at Ms. Kassel's ranch, if the Jones model home becomes unavailable. Ms. Montagna suggested the Board schedule a start date to begin meeting there since no one knows how much time the Jones model home will be available. Ms. Kassel indicated the change in meeting location needs to be advertised. Mr. Leet asked if Mr. Neal would reach out to Jones Homes, noting the number of residents at tonight's meeting, which is within walking distance for some people. Ms. Montagna indicated the Board

will be considering its annual meeting schedule at the July meeting, and it will be cheaper to advertise all the meetings at one time, so the Board could begin meeting at the new location October 1; otherwise, the District will have to advertise multiple times and incur fees each time. Ms. Goldyn suggested advertising the budget hearing for that location. Mr. Chokanis asked why the District should advertise for a new location until this one becomes unavailable, and asked if the ranch could be a backup location. Mr. Leet asked if the Jones model home is expected to be unavailable in fiscal year 2025. Mr. LeMenager shared comments from residents that the current setup is not very professional, and the ranch has a very large meeting room that could be well set up for a meeting and look more professional. Ms. Kassel suggested tabling this item to the next meeting while Mr. Neal finds out what options and timing are available. Mr. Eckert asked if the ranch is within Osceola County, which Ms. Kassel confirmed it is. The ranch used to be in the Harmony development of regional impact (“DRI”), which the legislature did away with and is now the planned development (“PD”). Mr. Leet pointed out the ranch is not as far away as some past meeting locations have been.

**E. District Manager: Inframark**

**i. Number of Registered Voters—2,349**

Mr. Neal entered the number of registered voters into the record, as of April 15, 2024.

Ms. Kassel asked if anyone is planning to qualify for seats 1, 3, or 5. Mr. LeMenager indicated he is.

**ii. Watercraft in Retention Ponds**

Mr. Neal discussed a resident on Buttonbush Loop who saw someone in the retention pond in a watercraft, looked like kayaks, and asked direction regarding signs or means to notify residents of what is and is not allowed on the water. Ms. Kassel commented signs were installed previously but people removed them.

**iii. Ashley Park Pool**

Mr. Neal indicated he met with Toho Water Authority (“Toho”) at the Ashley Park pool, and they require a backflow installed at the meter, which is now a requirement for commercial pools. Ms. Montagna commented the report will be at the Celebration office probably on Tuesday.

Mr. Leet asked if the Swim Club was also impacted, and Mr. Baez confirmed it already had a backflow. Mr. Leet asked if the splash pad had a backflow, but Mr. Neal commented Toho only mentioned the Ashley Park pool. Ms. Montagna clarified they did the backflow report which will be sent to the Celebration office by Tuesday, and no other facility at Harmony was mentioned. Mr. Satterwhite stated the water at the splash pad is self contained and is not exchanging water with Toho’s water.

**iv. Toho Water Authority Invoices**

Mr. Neal reviewed the large bill from Toho that he has been discussing with Toho. They were seeing spikes and dips in the bills. Mr. Neal will research further to determine if they are the District's or not. Some are substantial, going from \$2,000 down to \$85. Consumption was dropping at those times. This is listed on the project board, and Benchmark has searched for leaks but has not found anything.

Ms. Kassel suggested it might be a meter reading error since the consumption goes down. Mr. Neal thought the same thing, but the use is based on meter readings, not estimates. Ms. Phillips suggested Toho is having issues, noting her personal water bills, mostly for reclaimed water but her system was turned off during that time. A lot of residents are having issues with Toho bills. There seems to be no rhyme or reason.

The Board directed Mr. Neal to continue to try to resolve this with Toho.

Mr. Leet asked if it was a leak or broken head, and Mr. Neal explained the bill in question was for a specific meter. They investigated around that meter but could not find anything. Mr. Neal will continue to discuss with Toho and also try to find out why these spikes are happening.

**v. Event Use Application from Soccer Shots for Use of the Soccer Field**

Mr. Neal reviewed the event use application from Soccer Shots for use of the soccer field for their summer program. Mr. Neal reviewed the user fees associated with use of the District's facilities pursuant to the rules adopted in 2019, which is \$5 per hour. Ms. Montagna indicated former boards have waived that fee, but not the deposit.

Ms. Kassel noted trash again after use last night, and every time it is used. The cost is minimal, but it may help.

Mr. Neal reviewed the application, noting the soccer camp is eight weeks June 6 through August 8, once a week on Thursdays from 4:25 - 4:55 p.m., 5:00 - 5:30 p.m., and 5:35 - 6:15 p.m. Total fees would be less than \$100. They submitted the \$250 deposit. Ms. Phillips pointed out Soccer Shots is a for-profit company, charging for participation, and the camp is for Harmony kids who can afford to attend. Ms. Montagna suggested if the Board will waive user fees, then consider withholding part of the deposit due to trash and debris left behind that staff cleans up afterward. Mr. Leet advised field services needs to document their cleanup activities to justify withholding part of the deposit.

Mr. Leet suggested documents on the website be updated to reflect the current rules and policies, and asked if the Board could implement fees if they were not listed on the application. Mr. Leet is in favor of approving the application and letting the applicant know monies might potentially be withheld from the deposit if the field is left in a worse condition than they found it.

Harmony CDD  
May 23, 2024

Ms. Kassel pointed out Mr. LeMenager lives across the street from the soccer field and can note any trash and debris left behind afterward. Ms. Phillips indicated the Board can say it will start charging user fees after August, and Mr. Leet suggested updating the applications to include the fees. Mr. LeMenager suggested letting them know the District will deduct \$5 per hour from the deposit at the end of camp. Mr. Leet feels not listing the fees on the application was an oversight on the District's part, so they should be updated to list the fees.

This application does not require Board approval but was brought to the Board's attention.

Mr. Neal will update the applications to include the list of fees.

#### **vi. Security Cameras**

Mr. Neal discussed security cameras, which proposals have been provided previously, and asked if the Board would like to discuss further in a closed security session. Mr. Eckert indicated the process is to have a private session on the agenda, where the public is asked to leave, and then afterward would open the public meeting back up. Any votes would be taken in the public portion of the meeting. Locations for cameras can only be discussed in the private session, as required by law.

#### **vii. Parking Signs for No Commercial Vehicles**

Ms. Kassel discussed previous conversations regarding signs indicating no parking on residential roads for commercial vehicles within Harmony, citing the County Statute for deputies to enforce, and requested an update. Mr. Neal indicated the Chairman requested no signs because it does not make sense for the District to install them because the roads are owned and maintained by the County. Mr. Eckert confirmed the District has no authority to regulate parking on County roads, but only in a couple parking areas that are not in rights-of-way. The District can petition the County to establish No Parking zones, which sounds like based on Ms. Kassel's question that the County already has an ordinance for no commercial parking. The District should not be expending funds for regulation of parking on a County right-of-way. Mr. Leet indicated the County installed signs in the District's right-of-way to regulate golf cart usage on County roads and asked if the District could petition the County to install signage to enforce commercial parking. Mr. Eckert confirmed the District can do so, and Ms. Kassel asked Mr. Neal to request those signs from the County.

### **FOURTH ORDER OF BUSINESS                      Business Items**

#### **A. Golf Course Maintenance Facility**

Mr. LeMenager indicated an offer was made significantly less than the appraisal price.

Discussion ensued regarding the direction of the Board at the last meeting, which was to engage a real estate expert to look at the issue but not to make an offer. Ms. Kassel and Mr.

Chokanis pointed out the Board did not approve making an offer for the facility. Ms. Montagna indicated we are waiting for some answers from bond counsel on outstanding questions to see what direction the Board can take, if and when the Board decides to acquire the facility. Hopefully those answers will be available by the next meeting to be able to advise the Board.

Ms. Kassel requested some realistic financial data, as well. It is her understanding the facility is a corrugated metal shell with no insulation. The financials need to include interior improvements. Ms. Kassel has not seen the facility, and Mr. LeMenager encouraged her to do so. Ms. Kassel is also aware the air conditioning units need replacement, as well as other equipment that needs to be incorporated into an estimate of costs.

Mr. Chokanis asked how the Chairman makes an offer without the Board agreeing in advance. The Board agreed to engage a commercial real estate agent and start discussions, but not to make an offer. The Board did not discuss the amount of the offer.

Mr. Eckert indicated a valid offer has to be authorized by the Board in advance or ratified at a later date. Neither has happened at the current time. It seems negotiations are occurring, but if the Board wants to be more involved, it should be an agenda item. Mr. Eckert understands the concerns about negotiating from a position of strength, but the Board has to comply with Florida law. Ms. Montagna shared management was not aware a formal offer had been made, either. Mr. Leet pointed out financing is not settled. Mr. Eckert indicated answers will be provided by bond counsel in a couple weeks, which is taking longer because he is not original bond counsel, but he understands the issues. His advice will determine if the Board can issue bonds or a bank loan in lieu of bonds. If neither of those options work, the Board will need to pursue other alternatives. Mr. Eckert has not been involved in any negotiations thus far.

Ms. Phillips asked if Mr. LeMenager was going to share details of the offer with the Board, which he is hesitant to do because it is a public meeting. Mr. LeMenager cannot share the details with other Supervisors directly, but it can be provided to the manager as a public record, which can be shared with the other Supervisors. Mr. LeMenager will provide the details to Ms. Montagna.

#### **B. Discussion of Sidewalks**

Mr. Neal reviewed a request from a resident regarding the sidewalk on Buttonbush Loop. Where the apron is to the driveway is directly the sidewalk that continues the driveway. Staff has researched this sidewalk, which shows the responsibility is that of the homeowner. Outside of that is the responsibility of the District. When the issue came up, staff consulted with Mr. Leet who had concerns after looking on the property appraiser's website that it was the responsibility

of the District. Staff is asking for direction from Mr. Eckert or Mr. Hamstra. Ms. Montagna discussed the issue, which has been brought to the Board several times. Mr. Jason Weber raised the issue when trees were lifting the sidewalks in front of his home, which was part of the District repairs that were made. The sidewalk goes into the middle of his driveway that had some cracks in it, which was brought to the Board previously and it was determined even though the District owns the sidewalk, it is through his driveway. The District was not going to make any repairs because it would be on private property. Staff has not engaged with Mr. Eckert on this issue previously. Mr. Eckert indicated in most communities, declarations provide the driveway is the responsibility of the homeowner.

Mr. Leet asked if any documentation could be provided to close this issue with the resident. Ms. Phillips asked if the tree causing the damage is in his yard or in the verge. Mr. Eckert indicated generally if roots grow into his property, he has a duty under Florida law to cut the roots at his property line to prevent damage to his property. Roots are handled the same as limbs, where the owner can cut them at the property line. Ms. Kassel asked Mr. Eckert to share the Statute to Ms. Montagna to be able provide to the resident. Mr. Eckert will forward a memo his office has prepared on this subject.

## **FIFTH ORDER OF BUSINESS**

## **Presentation of Fiscal Year 2025 Budget**

### **A. Fiscal Year 2025 Budget**

Ms. Montagna reviewed the change made this afternoon to the budget. Counsel, Ecolab, and Mr. Neal are trying to resolve the agreement, which cost needed to be included in the budget. Changes from the last version included only R&M-Pools from \$35,000 to \$60,000, to cover Ecolab's costs and additional monies for repairs for any of the pools. Vehicles could be reduced by \$15,000 if the Board has no plan to purchase a vehicle in fiscal year 2025, but staff does not recommend removing those monies because the District will need to purchase a vehicle in the future. Contribution to reserves is still \$412,000 and is a point of discussion. The resulting increase to assessments is 8.6% compared to 7.6% from the last version. Ms. Kassel reviewed notes from the last budget workshop minutes. Without an executed contract with Ecolab, Ms. Kassel suggested approving the budget as presented at the last meeting, since Ecolab might not be able to meet the requirements legal counsel is requesting. Any additional cost for the pool service could be taken from fund balance to apply to that line item. Ms. Montagna reminded the Board only \$60,000 remains available in reserves. Ms. Kassel pointed out the current budget contemplates contributing \$412,000 to reserves. Mr. LeMenager disagreed with the larger contribution to reserves, which was discussed at the budget workshop.

Ms. Kassel made a MOTION to approve the budget provided at the April workshop, with a 7.6% assessment increase.  
Mr. Chokanis seconded the motion.

Mr. Leet discussed the Ecolab contract awarded at the last meeting, and the budget numbers should reflect that agreement even though it is not executed. Mr. LeMenager suggested reducing the contribution to reserves, which was suggested at the workshop. Ms. Phillips reviewed the workshop discussions regarding reserves, resulting in 7.6%. Ms. Montagna indicated upon award of the contract for Ecolab, the numbers would need to change. Ms. Kassel commented previous boards have always figured out how to handle unanticipated expenditures. Mr. Leet indicated the contract with Ecolab is not unanticipated unless it falls through, which the line item will then be more than needed. Mr. Chokanis asked if the contract amount with Pool Sure would be eliminated, which was only for chemicals. Ecolab's contract for maintenance includes chemicals and is higher than the chemicals from Pool Sure.

Ms. Kassel AMENDED the motion to approve the current budget provided at the meeting, including \$60,000 in R&M-Pools and reducing contribution to reserves from \$412,000 to \$387,000, with a 7.6% assessment increase.  
Mr. Chokanis seconded the amendment.

Mr. LeMenager indicated the District has \$1,150,000 fund balance anticipated for the end of next year. Increases have been significant the past two years, and he wants to increase only the rate of inflation. Ms. Kassel indicated previous conversations were to try to do that this year but will end up being for next year. Ms. Phillips suggested the rate of inflation is not even across the board. Tying assessments to the rate of inflation is not wise, but she suggested budgeting the dollars needed and anticipated to be needed. Mr. LeMenager pointed out not all residents in Harmony are well to do, and he does not want this to be a burden on them but would like to keep it at 3.5%. Ms. Kassel discussed Mr. LeMenager's desire to purchase the golf maintenance facility for over \$1 million that will increase everyone's debt considerably, so that statement is confusing in wanting to keep O&M assessments low while looking at issuing bonds for the facility. Mr. Leet believes all line items have been discussed and agreed upon except for contribution to reserves. Mr. Leet reviewed the contribution suggestions at the workshop by Board members. Lowering contribution to reserves to \$387,000 and increasing R&M-Pools to \$60,000 results in a 7.6% O&M assessment increase, or 4% overall including debt service. Mr.

Leet discussed previous conversations for a healthy, functioning District not being built out but maintaining existing facility to have the goal of an increase that matches consumer price index or inflation, which the Board is slowing going in that direction. Ms. Phillips indicated the budget does not have a lot of discretionary monies. Another paving project next year would consume most of the reserve if it needs to be done versus another year or two. The C-1 C-2 alley paving project last year was about \$760,000 which depleted the reserves.

Upon VOICE VOTE, with all in favor and Mr. LeMenager opposed, approval was given (by a margin of 4-1) to the current budget provided at the meeting, including \$60,000 in R&M-Pools and reducing contribution to reserves from \$412,000 to \$387,000, with a 7.6% assessment increase.

**B. Resolution 2024-09, Approving the Budget and Setting a Public Hearing Thereon**  
Mr. Leet read Resolution 2024-09 into the record by title.

Ms. Kassel made a MOTION to approve Resolution 2024-09, approving the proposed budget for fiscal year 2025 and setting a public hearing for Thursday, July 25, 2024, at 6:00 p.m. at the Jones model home.  
Mr. Leet seconded the motion.

Upon VOICE VOTE, with all in favor and Mr. LeMenager opposed, approval was given (by a margin of 4-1) to Resolution 2024-09, approving the proposed budget for fiscal year 2025 and setting a public hearing for Thursday, July 25, 2024, at 6:00 p.m. at the Jones model home.

**SIXTH ORDER OF BUSINESS**

**Consent Agenda**

**A. Minutes for the April 25, 2024, Budget Workshop and Regular Meeting**

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

Ms. Kassel noted line 256 in the budget workshop minutes, the overall percent is incorrectly shown as 1.6% and should be 4%.

Ms. Kassel provided changes to both sets of minutes to Ms. Montagna.

**B. Financial Statements (April 2024)**

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

Ms. Kassel asked if Ms. Montagna received the report indicated in the regular meeting minutes related to costs coded to Miscellaneous Services. The accountant did some reclassifications and will be providing the report in the next day or so.

Ms. Kassel asked about -\$642 user facility revenue and why it is a negative number. Ms. Montagna will provide the answer and is not sure why anything is coded to that line item.

**C. Check Register #288 (April 2024)**

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

Ms. Kassel made a MOTION to approve the consent agenda, minutes as amended.  
Mr. Leet seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the consent agenda, minutes as amended.

**SEVENTH ORDER OF BUSINESS                      Supervisor Requests**

Ms. Kassel introduced Mr. Terry Henley who attended the last homeowners association ("HROA") meeting and submitted his name for a position on the board. For his doctorate, he did research on financial stability for CDDs, and he teaches public administration at the University of Central Florida ("UCF"). Ms. Kassel suggested he run for her seat, which he declined but offered to provide consultation for financial matters as well as goals and evaluations. Ms. Kassel asked Mr. Henley to share his thoughts and comments with the Board.

Mr. Henley discussed courses he teaches, including financial management, land use planning, project management, with more than ten years of experience with state and local government, and training graduates for advanced degrees to improve their agencies. Mr. Henley considered qualifying for Ms. Kassel's seat but he is an administrator, not a politician. UCF offers a service learning program to engage with students to do projects such as strategic planning or performance measurement. He infuses special district information in his course work with the great number of special districts compared to cities in Florida. He will be attending the Florida Association of Special Districts conference in June and will be offering their programs at the conference. There is no cost for the students working with the District for things like strategic planning, applying for grants, internships, and special projects. A workshop could be held on performance measurement or financial condition analysis.

Ms. Kassel asked if these options are viable, which Mr. Eckert indicated they are. Powers of the District include recreational, cultural, and educational, and this would fall into those

categories. It might be a good opportunity for both parties. Ms. Kassel requested a written proposal for the District working with students to have a clearer understanding of obligations and expectations. Mr. Henley indicated the student signs a service learning contract as to what they will do, and he can put Harmony CDD on the list for the students to select. Mr. Henley will provide what the service contract looks like.

Mr. LeMenager suggested Mr. Henley reconsider qualifying for a seat on the Board. Current members are not politicians but are residents who love Harmony, and he feels Mr. Henley would be an asset to the Board. Mr. Henley would like students to be exposed to special districts, and if he were to qualify for a seat, he does not think any student should work with the District, so Harmony would be taken off the list for student projects. Ms. Kassel reviewed the qualification dates June 10 through June 14 with the County supervisor of elections.

Mr. LeMenager asked if his financial disclosure upon being appointed to his seat in October will suffice or if he has to fill out a new one to qualify for his seat in June. Mr. Eckert suggested the supervisor of elections will probably need a new disclosure, so Mr. LeMenager will make a phone call to find out.

Mr. Leet agreed Mr. Henley would be an asset to the District and the HROA. Mr. Henley expressed gratitude for the Board members serving.

Ms. Phillips asked if the garden shed was ordered. Mr. Neal explained none of the vendors would get the permit. The engineer is looking into what permits are required. Mr. Neal looked into stronger floors. The motion was \$4,500, and currently the shed is \$4,000, leaving \$500 for a permit. Mr. Neal did much of the preliminary work, and Mr. Hamstra will complete procuring the permit.

Mr. LeMenager asked Mr. Neal to get the splash pad working as soon as possible.

## **EIGHTH ORDER OF BUSINESS**

## **Adjournment**

|                                                                                                      |
|------------------------------------------------------------------------------------------------------|
| On MOTION by Ms. Kassel, seconded by Mr. Leet, with all in favor, the meeting adjourned at 8:13 p.m. |
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Secretary/Assistant Secretary

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Chairman/Vice Chairman

# **Subsection 6B**

## **Financials**

**TO:** Board of Supervisors, Harmony CDD  
**FROM:** Christian Haller, Accountant  
**CC:** Angel Montagna, District Manager  
**DATE:** June 15, 2024  
**SUBJECT:** May 2024 Financials

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Please find the attached May 2024 revised financial report. During your review, please keep in mind that the goal is for revenue to meet or exceed the annual budget and for expenditures to be at or below the annual budget. To assist with your review, an overview is provided below. Should you have any questions or require additional information, please contact me at Christian.Haller@Inframark.com.

### General Fund

- Total Revenue through March is approximately 87% of the annual budget. This is typical for this time of year.
  - Non Ad Valorem Assessment collections are currently at 87%.
  - Garden Lot - Includes lease payments for garden lot.
- Total Expenditures through April are at 61% of the annual budget.
  - ▶ Administrative
    - P/R-Board of Supervisors - Includes payroll for meetings through May 2024.
    - ProfServ-Engineering - Pegasus Engineering services through March 2024. Includes services for maintenance facility, Buck Lake, storm sewer system and other matters.
    - Insurance - General Liability -Egis insurance policy paid \$22,932 in Full for FY24.
  - ▶ Field
    - ProfServ-Field Management - Contract with Inframark.
    - Miscellaneous Services - includes Nona Glass Services regarding mirror replacenet totaling \$807.73.
  - ▶ Landscaping Services
    - Contracts-Mulch - Contract with Benchmark Landscaping.
    - Contracts-Annuaals - Contract with Servello and Sons.
    - Contracts-Landscape - Benchmark Landscaping provides landscaping services.
    - R&M-Other Landscape - Includes Buck Lake Park renovations, Harony Square Park revnovations and tree removal services.
    - Miscellaneous Services - Includes Oct 2021 and Feb 2022 landscape maintenance by Servello & Sons. Also includes Bowman and Blair Ecology consulting services through Jan 2022.
    - Contracts - Mulch - budget has been maximized at \$77,347.50 as of December 2023.
  - ▶ Utilities
    - Electricity-General - Services provided by OUC.
    - Electricity-Streetlighting - Services provided by OUC.
    - Utility-Water & Sewer - Services provided by TOHO.
  - ▶ Operation & Maintenance
    - Utility-Refuse Removal - Services provided by Waste Connections of FL.
    - R&M-Ponds - Includes Feb invoice for draining of pond and disposal of vegetation.
    - R&M-Parks & Facilities - Various supplies and repairs, including dog waste bags, field staff supplies, swing repair, bathroom exhaust fan deposit, patio umbrellas, gate, mower tires, electrical panel repairs, signs, and two benches.
  - ▶ Debt Service
    - Principal Expense - Principal portion of VC1 debt service assessment transferred from the general fund to the series 2015 debt service fund.
    - Interest Expense - Interest portion of VC1 debt service assessment transferred from the general fund to the series 2015 debt service fund.

### General Fund Reserves

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

**HARMONY**

Community Development District

**Financial Report**

**May 31, 2024**

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**HARMONY**

Community Development District

**Governmental Funds****Balance Sheet**

May 31, 2024

| ACCOUNT DESCRIPTION                          | GENERAL FUND        | GENERAL FUND<br>RESERVES | SERIES 2014 DEBT<br>SERVICE FUND | SERIES 2015 DEBT<br>SERVICE FUND | TOTAL               |
|----------------------------------------------|---------------------|--------------------------|----------------------------------|----------------------------------|---------------------|
| <b>ASSETS</b>                                |                     |                          |                                  |                                  |                     |
| Cash - Checking Account                      | \$ 573,944          | \$ -                     | \$ -                             | \$ -                             | \$ 573,944          |
| Accounts Receivable                          | 208                 | -                        | -                                | -                                | 208                 |
| Due From Other Funds                         | -                   | 60,440                   | 8,530                            | 5,666                            | 74,636              |
| Investments:                                 |                     |                          |                                  |                                  |                     |
| Money Market Account                         | 1,092,300           | -                        | -                                | -                                | 1,092,300           |
| Interest Account                             | -                   | -                        | -                                | 6,767                            | 6,767               |
| Prepayment Account                           | -                   | -                        | 36,786                           | 43,205                           | 79,991              |
| Reserve Fund                                 | -                   | -                        | 607,313                          | 340,000                          | 947,313             |
| Revenue Fund                                 | -                   | -                        | 517,384                          | 232,732                          | 750,116             |
| Prepaid Items                                | 1,875               | -                        | -                                | -                                | 1,875               |
| <b>TOTAL ASSETS</b>                          | <b>\$ 1,668,327</b> | <b>\$ 60,440</b>         | <b>\$ 1,170,013</b>              | <b>\$ 628,370</b>                | <b>\$ 3,527,150</b> |
| <b>LIABILITIES</b>                           |                     |                          |                                  |                                  |                     |
| Accounts Payable                             | \$ 48,221           | \$ -                     | \$ -                             | \$ 1,842                         | \$ 50,063           |
| Accrued Expenses                             | 50,009              | -                        | -                                | -                                | 50,009              |
| Due To Other Funds                           | 74,636              | -                        | -                                | -                                | 74,636              |
| <b>TOTAL LIABILITIES</b>                     | <b>172,866</b>      | <b>-</b>                 | <b>-</b>                         | <b>1,842</b>                     | <b>174,708</b>      |
| <b>FUND BALANCES</b>                         |                     |                          |                                  |                                  |                     |
| <b>Nonspendable:</b>                         |                     |                          |                                  |                                  |                     |
| Prepaid Items                                | 1,875               | -                        | -                                | -                                | 1,875               |
| <b>Restricted for:</b>                       |                     |                          |                                  |                                  |                     |
| Debt Service                                 | -                   | -                        | 1,170,013                        | 626,528                          | 1,796,541           |
| <b>Assigned to:</b>                          |                     |                          |                                  |                                  |                     |
| Operating Reserves                           | 467,801             | -                        | -                                | -                                | 467,801             |
| <b>Unassigned:</b>                           | 1,025,785           | 60,440                   | -                                | -                                | 1,086,225           |
| <b>TOTAL FUND BALANCES</b>                   | <b>\$ 1,495,461</b> | <b>\$ 60,440</b>         | <b>\$ 1,170,013</b>              | <b>\$ 626,528</b>                | <b>\$ 3,352,442</b> |
| <b>TOTAL LIABILITIES &amp; FUND BALANCES</b> | <b>\$ 1,668,327</b> | <b>\$ 60,440</b>         | <b>\$ 1,170,013</b>              | <b>\$ 628,370</b>                | <b>\$ 3,527,150</b> |

**HARMONY**

Community Development District

**General Fund**

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

| ACCOUNT DESCRIPTION                   | ANNUAL<br>ADOPTED<br>BUDGET | YEAR TO DATE<br>BUDGET | YEAR TO DATE<br>ACTUAL | VARIANCE (\$)<br>FAV(UNFAV) |
|---------------------------------------|-----------------------------|------------------------|------------------------|-----------------------------|
| <b><u>REVENUES</u></b>                |                             |                        |                        |                             |
| Interest - Investments                | \$ 30,000                   | \$ 20,000              | \$ 30,688              | \$ 10,688                   |
| Interest - Tax Collector              | -                           | -                      | 5,112                  | 5,112                       |
| Special Assmnts- Tax Collector        | 2,791,633                   | 2,791,633              | 2,386,279              | (405,354)                   |
| Special Assessments-Tax Collector-VC1 | (33,132)                    | (33,132)               | -                      | 33,132                      |
| Special Assmnts- Discounts            | (111,665)                   | (111,665)              | (85,916)               | 25,749                      |
| Access Cards                          | 1,200                       | 800                    | 94                     | (706)                       |
| User Facility Revenue                 | 600                         | 400                    | (642)                  | (1,042)                     |
| Garden Lot                            | 1,207                       | 808                    | 1,325                  | 517                         |
| <b>TOTAL REVENUES</b>                 | <b>2,679,843</b>            | <b>2,668,844</b>       | <b>2,336,940</b>       | <b>(331,904)</b>            |
| <b><u>EXPENDITURES</u></b>            |                             |                        |                        |                             |
| <b><u>Administration</u></b>          |                             |                        |                        |                             |
| P/R-Board of Supervisors              | 14,000                      | 9,336                  | 5,600                  | 3,736                       |
| FICA Taxes                            | 1,071                       | 712                    | 490                    | 222                         |
| ProfServ-Arbitrage Rebate             | 1,200                       | 600                    | 600                    | -                           |
| ProfServ-Dissemination Agent          | 1,500                       | 1,500                  | 1,500                  | -                           |
| ProfServ-Engineering                  | 60,000                      | 40,000                 | 58,680                 | (18,680)                    |
| ProfServ-Legal Services               | 60,000                      | 40,000                 | 35,028                 | 4,972                       |
| ProfServ-Mgmt Consulting              | 71,328                      | 47,552                 | 47,552                 | -                           |
| ProfServ-Property Appraiser           | 392                         | 392                    | -                      | 392                         |
| ProfServ-Recording Secretary          | 4,326                       | 2,886                  | 1,082                  | 1,804                       |
| ProfServ-Special Assessment           | 9,087                       | 9,087                  | 8,822                  | 265                         |
| ProfServ-Trustee Fees                 | 10,160                      | 5,080                  | -                      | 5,080                       |
| Auditing Services                     | 4,400                       | 4,400                  | -                      | 4,400                       |
| Postage and Freight                   | 1,000                       | 664                    | 128                    | 536                         |
| Rental - Meeting Room                 | 7,500                       | 5,000                  | -                      | 5,000                       |
| Insurance - General Liability         | 20,000                      | 20,000                 | 22,932                 | (2,932)                     |
| Printing and Binding                  | -                           | -                      | 174                    | (174)                       |
| Legal Advertising                     | 1,200                       | 800                    | 595                    | 205                         |
| Misc-Assessment Collection Cost       | 55,832                      | 55,832                 | 46,007                 | 9,825                       |
| Annual District Filing Fee            | 175                         | 175                    | 175                    | -                           |
| <b>Total Administration</b>           | <b>323,171</b>              | <b>244,016</b>         | <b>229,365</b>         | <b>14,651</b>               |
| <b><u>Field</u></b>                   |                             |                        |                        |                             |
| ProfServ-Field Management             | 375,810                     | 250,544                | 250,539                | 5                           |
| Miscellaneous Services                | -                           | -                      | 808                    | (808)                       |
| <b>Total Field</b>                    | <b>375,810</b>              | <b>250,544</b>         | <b>251,347</b>         | <b>(803)</b>                |
| <b><u>Landscape Services</u></b>      |                             |                        |                        |                             |
| Contracts-Mulch                       | 77,347                      | 51,568                 | 77,348                 | (25,780)                    |
| Contracts-Annuaals                    | 14,000                      | 9,336                  | 3,500                  | 5,836                       |
| Contracts - Landscape                 | 699,567                     | 466,378                | 462,313                | 4,065                       |
| R&M-Other Landscape                   | -                           | -                      | 17,495                 | (17,495)                    |
| R&M-Irrigation                        | 30,000                      | 20,000                 | -                      | 20,000                      |
| R&M-Trees and Trimming                | 40,000                      | 26,664                 | 10,900                 | 15,764                      |
| Miscellaneous Services                | 50,000                      | 33,336                 | 70                     | 33,266                      |
| <b>Total Landscape Services</b>       | <b>910,914</b>              | <b>607,282</b>         | <b>571,626</b>         | <b>35,656</b>               |

**HARMONY**

Community Development District

**General Fund**

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

| ACCOUNT DESCRIPTION                          | ANNUAL<br>ADOPTED<br>BUDGET | YEAR TO DATE<br>BUDGET | YEAR TO DATE<br>ACTUAL | VARIANCE (\$)<br>FAV(UNFAV) |
|----------------------------------------------|-----------------------------|------------------------|------------------------|-----------------------------|
| <b><u>Utilities</u></b>                      |                             |                        |                        |                             |
| Electricity - General                        | 43,550                      | 29,033                 | 23,047                 | 5,986                       |
| Electricity - Streetlights                   | 139,470                     | 92,980                 | 81,395                 | 11,585                      |
| Utility - Water & Sewer                      | 211,860                     | 141,240                | 126,062                | 15,178                      |
| <b>Total Utilities</b>                       | <b>394,880</b>              | <b>263,253</b>         | <b>230,504</b>         | <b>32,749</b>               |
| <b><u>Operation &amp; Maintenance</u></b>    |                             |                        |                        |                             |
| Utility - Refuse Removal                     | 3,500                       | 2,336                  | 3,471                  | (1,135)                     |
| R&M-Ponds                                    | 20,000                      | 13,333                 | 42,150                 | (28,817)                    |
| R&M-Pools                                    | 35,000                      | 23,333                 | 21,647                 | 1,686                       |
| R&M-Roads & Alleyways                        | 2,000                       | 1,336                  | -                      | 1,336                       |
| R&M-Streetlights                             | 10,000                      | 6,667                  | -                      | 6,667                       |
| R&M-Vehicles                                 | 15,000                      | 10,000                 | 190                    | 9,810                       |
| R&M-Equipment Boats                          | 10,000                      | 6,667                  | 157                    | 6,510                       |
| R&M-Parks & Facilities                       | 45,000                      | 30,000                 | 31,520                 | (1,520)                     |
| R&M-Garden Lot                               | 2,000                       | 1,333                  | 417                    | 916                         |
| Sidewalk Panel Replacements                  | 20,000                      | 13,333                 | -                      | 13,333                      |
| R&M-Invasive Plant Maintenance               | 105,000                     | 70,000                 | 5,050                  | 64,950                      |
| Security Enhancements                        | 5,700                       | 3,800                  | 4,628                  | (828)                       |
| Op Supplies - Fuel, Oil                      | 8,000                       | 5,333                  | 155                    | 5,178                       |
| Cap Outlay - Vehicles                        | 15,000                      | 15,000                 | -                      | 15,000                      |
| Reserve - Other                              | 412,000                     | -                      | 59,801                 | (59,801)                    |
| <b>Total Operation &amp; Maintenance</b>     | <b>708,200</b>              | <b>202,471</b>         | <b>169,186</b>         | <b>33,285</b>               |
| <b><u>Debt Service</u></b>                   |                             |                        |                        |                             |
| Principal Debt Retirement                    | 14,177                      | 14,177                 | 268,292                | (254,115)                   |
| Interest Expense                             | 12,423                      | 12,423                 | 6,767                  | 5,656                       |
| <b>Total Debt Service</b>                    | <b>26,600</b>               | <b>26,600</b>          | <b>275,059</b>         | <b>(248,459)</b>            |
| <b>TOTAL EXPENDITURES</b>                    | <b>2,739,575</b>            | <b>1,594,166</b>       | <b>1,727,087</b>       | <b>(132,921)</b>            |
| Excess (deficiency) of revenues              |                             |                        |                        |                             |
| Over (under) expenditures                    | (59,732)                    | 1,074,678              | 609,853                | (464,825)                   |
| <b><u>OTHER FINANCING SOURCES (USES)</u></b> |                             |                        |                        |                             |
| Contribution to (Use of) Fund Balance        | (59,732)                    | -                      | -                      | -                           |
| <b>TOTAL FINANCING SOURCES (USES)</b>        | <b>(59,732)</b>             | <b>-</b>               | <b>-</b>               | <b>-</b>                    |
| Net change in fund balance                   | \$ (59,732)                 | \$ 1,074,678           | \$ 609,853             | \$ (464,825)                |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b> | <b>885,608</b>              | <b>885,608</b>         | <b>885,608</b>         |                             |
| <b>FUND BALANCE, ENDING</b>                  | <b>\$ 825,876</b>           | <b>\$ 1,960,286</b>    | <b>\$ 1,495,461</b>    |                             |

**HARMONY**

Community Development District

**General Fund Reserves**

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

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

**HARMONY**

Community Development District

**Series 2014 Debt Service Fund**

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

| ACCOUNT DESCRIPTION                                          | ANNUAL<br>ADOPTED<br>BUDGET | YEAR TO DATE<br>BUDGET | YEAR TO DATE<br>ACTUAL | VARIANCE (\$)<br>FAV(UNFAV) |
|--------------------------------------------------------------|-----------------------------|------------------------|------------------------|-----------------------------|
| <b><u>REVENUES</u></b>                                       |                             |                        |                        |                             |
| Interest - Investments                                       | \$ 60                       | \$ 40                  | \$ 50,053              | \$ 50,013                   |
| Special Assmnts- Tax Collector                               | 1,208,761                   | 1,208,761              | 1,041,869              | (166,892)                   |
| Special Assmnts- Prepayment                                  | -                           | -                      | 36,786                 | 36,786                      |
| Special Assmnts- Discounts                                   | (48,350)                    | (48,350)               | (37,512)               | 10,838                      |
| <b>TOTAL REVENUES</b>                                        | <b>1,160,471</b>            | <b>1,160,451</b>       | <b>1,091,196</b>       | <b>(69,255)</b>             |
| <b><u>EXPENDITURES</u></b>                                   |                             |                        |                        |                             |
| <b><u>Administration</u></b>                                 |                             |                        |                        |                             |
| Misc-Assessment Collection Cost                              | 24,175                      | 24,175                 | 20,087                 | 4,088                       |
| <b>Total Administration</b>                                  | <b>24,175</b>               | <b>24,175</b>          | <b>20,087</b>          | <b>4,088</b>                |
| <b><u>Debt Service</u></b>                                   |                             |                        |                        |                             |
| Principal Debt Retirement                                    | 725,000                     | 725,000                | 725,000                | -                           |
| Principal Prepayments                                        | -                           | -                      | 20,000                 | (20,000)                    |
| Interest Expense                                             | 421,013                     | 421,013                | 420,488                | 525                         |
| <b>Total Debt Service</b>                                    | <b>1,146,013</b>            | <b>1,146,013</b>       | <b>1,165,488</b>       | <b>(19,475)</b>             |
| <b>TOTAL EXPENDITURES</b>                                    | <b>1,170,188</b>            | <b>1,170,188</b>       | <b>1,185,575</b>       | <b>(15,387)</b>             |
| Excess (deficiency) of revenues<br>Over (under) expenditures | (9,717)                     | (9,737)                | (94,379)               | (84,642)                    |
| <b><u>OTHER FINANCING SOURCES (USES)</u></b>                 |                             |                        |                        |                             |
| Contribution to (Use of) Fund Balance                        | (9,717)                     | -                      | -                      | -                           |
| <b>TOTAL FINANCING SOURCES (USES)</b>                        | <b>(9,717)</b>              | <b>-</b>               | <b>-</b>               | <b>-</b>                    |
| Net change in fund balance                                   | \$ (9,717)                  | \$ (9,737)             | \$ (94,379)            | \$ (84,642)                 |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>                 | <b>1,264,392</b>            | <b>1,264,392</b>       | <b>1,264,392</b>       |                             |
| <b>FUND BALANCE, ENDING</b>                                  | <b>\$ 1,254,675</b>         | <b>\$ 1,254,655</b>    | <b>\$ 1,170,013</b>    |                             |

**HARMONY**

Community Development District

**Series 2015 Debt Service Fund**

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

| ACCOUNT DESCRIPTION                                          | ANNUAL<br>ADOPTED<br>BUDGET | YEAR TO DATE<br>BUDGET | YEAR TO DATE<br>ACTUAL | VARIANCE (\$)<br>FAV(UNFAV) |
|--------------------------------------------------------------|-----------------------------|------------------------|------------------------|-----------------------------|
| <b><u>REVENUES</u></b>                                       |                             |                        |                        |                             |
| Interest - Investments                                       | \$ 30                       | \$ 20                  | \$ 25,551              | \$ 25,531                   |
| Special Assmnts- Tax Collector                               | 593,460                     | 593,460                | 467,055                | (126,405)                   |
| Special Assmnts- Other                                       | 26,600                      | 26,600                 | 275,059                | 248,459                     |
| Special Assmnts- Prepayment                                  | -                           | -                      | 132,587                | 132,587                     |
| Special Assmnts- Discounts                                   | (23,738)                    | (23,738)               | (16,816)               | 6,922                       |
| <b>TOTAL REVENUES</b>                                        | <b>596,352</b>              | <b>596,342</b>         | <b>883,436</b>         | <b>287,094</b>              |
| <b><u>EXPENDITURES</u></b>                                   |                             |                        |                        |                             |
| <b><u>Administration</u></b>                                 |                             |                        |                        |                             |
| Misc-Assessment Collection Cost                              | 11,869                      | 11,869                 | 9,005                  | 2,864                       |
| <b>Total Administration</b>                                  | <b>11,869</b>               | <b>11,869</b>          | <b>9,005</b>           | <b>2,864</b>                |
| <b><u>Debt Service</u></b>                                   |                             |                        |                        |                             |
| Principal Debt Retirement                                    | 295,000                     | 295,000                | 295,000                | -                           |
| Principal Prepayments                                        | -                           | -                      | 380,000                | (380,000)                   |
| Interest Expense                                             | 269,100                     | 269,100                | 268,459                | 641                         |
| <b>Total Debt Service</b>                                    | <b>564,100</b>              | <b>564,100</b>         | <b>943,459</b>         | <b>(379,359)</b>            |
| <b>TOTAL EXPENDITURES</b>                                    | <b>575,969</b>              | <b>575,969</b>         | <b>952,464</b>         | <b>(376,495)</b>            |
| Excess (deficiency) of revenues<br>Over (under) expenditures | 20,383                      | 20,373                 | (69,028)               | (89,401)                    |
| <b><u>OTHER FINANCING SOURCES (USES)</u></b>                 |                             |                        |                        |                             |
| Contribution to (Use of) Fund Balance                        | 20,383                      | -                      | -                      | -                           |
| <b>TOTAL FINANCING SOURCES (USES)</b>                        | <b>20,383</b>               | <b>-</b>               | <b>-</b>               | <b>-</b>                    |
| Net change in fund balance                                   | \$ 20,383                   | \$ 20,373              | \$ (69,028)            | \$ (89,401)                 |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>                 | <b>695,556</b>              | <b>695,556</b>         | <b>695,556</b>         |                             |
| <b>FUND BALANCE, ENDING</b>                                  | <b>\$ 715,939</b>           | <b>\$ 715,929</b>      | <b>\$ 626,528</b>      |                             |

## **HARMONY**

Community Development District

### **Supporting Schedules**

**May 31, 2024**

**HARMONY**

Community Development District

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

|                                   |                     |                              |                  |                       | Allocation by Fund  |                                              |                                              |
|-----------------------------------|---------------------|------------------------------|------------------|-----------------------|---------------------|----------------------------------------------|----------------------------------------------|
| Date Received                     | Net Amount Received | Discount/ (Penalties) Amount | Collection Cost  | Gross Amount Received | General Fund        | Series 2014 Debt Service Fund <sup>(1)</sup> | Series 2015 Debt Service Fund <sup>(1)</sup> |
| <b>ASSESSMENTS LEVIED FY 2024</b> |                     |                              |                  | \$ 4,502,795          | \$ 2,758,501        | \$ 1,204,385                                 | \$ 539,909                                   |
| Allocation %                      |                     |                              |                  | 100%                  | 61%                 | 27%                                          | 12%                                          |
| 11/10/2023                        | \$ 21,549           | \$ 1,163                     | \$ 440           | \$ 23,151             | \$ 14,183           | \$ 6,192                                     | \$ 2,776                                     |
| 11/24/2023                        | \$ 248,290          | \$ 10,556                    | \$ 5,067         | \$ 263,914            | \$ 161,679          | \$ 70,590                                    | \$ 31,645                                    |
| 12/11/2023                        | \$ 2,797,087        | \$ 118,924                   | \$ 57,083        | \$ 2,973,094          | \$ 1,821,376        | \$ 795,228                                   | \$ 356,489                                   |
| 12/22/2023                        | \$ 133,910          | \$ 5,235                     | \$ 2,733         | \$ 141,877            | \$ 86,917           | \$ 37,949                                    | \$ 17,012                                    |
| 1/10/2024                         | \$ 68,699           | \$ 2,168                     | \$ 1,402         | \$ 72,269             | \$ 44,274           | \$ 19,330                                    | \$ 8,665                                     |
| 1/10/2024                         | \$ 11,526           | \$ 364                       | \$ 235           | \$ 12,125             | \$ 7,428            | \$ 3,243                                     | \$ 1,454                                     |
| 2/8/2024                          | \$ 581              | \$ 18                        | \$ 12            | \$ 611                | \$ 375              | \$ 164                                       | \$ 73                                        |
| 2/8/2024                          | \$ 49,231           | \$ 1,093                     | \$ 1,005         | \$ 51,329             | \$ 31,445           | \$ 13,729                                    | \$ 6,155                                     |
| 3/8/2024                          | \$ 65,412           | \$ 723                       | \$ 1,335         | \$ 67,469             | \$ 41,333           | \$ 18,046                                    | \$ 8,090                                     |
| 3/8/2024                          | \$ 980              | \$ -                         | \$ 20            | \$ 1,000              | \$ 613              | \$ 267                                       | \$ 120                                       |
| 4/8/2024                          | \$ 14,644           | \$ -                         | \$ 299           | \$ 14,943             | \$ 9,154            | \$ 3,997                                     | \$ 1,792                                     |
| 4/8/2024                          | \$ 236,040          | \$ -                         | \$ 4,817         | \$ 240,857            | \$ 147,554          | \$ 64,423                                    | \$ 28,880                                    |
| 5/8/2024                          | \$ 1,270            | \$ -                         | \$ 26            | \$ 1,296              | \$ 794              | \$ 347                                       | \$ 155                                       |
| 5/8/2024                          | \$ 30,642           | \$ -                         | \$ 625           | \$ 31,267             | \$ 19,155           | \$ 8,363                                     | \$ 3,749                                     |
| <b>TOTAL</b>                      | <b>\$ 3,679,860</b> | <b>\$ 140,244</b>            | <b>\$ 75,099</b> | <b>\$ 3,895,203</b>   | <b>\$ 2,386,279</b> | <b>\$ 1,041,869</b>                          | <b>\$ 467,055</b>                            |

Collected in %

87%

|                          |                   |                   |                   |                  |
|--------------------------|-------------------|-------------------|-------------------|------------------|
| <b>TOTAL OUTSTANDING</b> | <b>\$ 607,591</b> | <b>\$ 372,223</b> | <b>\$ 162,515</b> | <b>\$ 72,853</b> |
|--------------------------|-------------------|-------------------|-------------------|------------------|

Note (1): Variance between budget and assessment levy is due to prepayments received during the budget process.

**HARMONY**  
Community Development District

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**Cash and Investment Report**  
*May 31, 2024*

**General Fund**

| <u>Account Name</u>         | <u>Bank Name</u> | <u>Investment Type</u> | <u>Maturity</u> | <u>Yield</u> | <u>Balance</u>     |
|-----------------------------|------------------|------------------------|-----------------|--------------|--------------------|
| Checking Account- Operating | Bank United      | Checking Account       | n/a             | 0.00%        | \$573,944          |
| Money Market Account        | BankUnited       | Money Market Account   | n/a             | 5.25%        | \$1,092,300        |
| <b>Subtotal</b>             |                  |                        |                 |              | <u>\$1,666,244</u> |

**Debt Service Funds**

| <u>Account Name</u>         | <u>Bank Name</u> | <u>Investment Type</u> | <u>Maturity</u> | <u>Yield</u> | <u>Balance</u>            |
|-----------------------------|------------------|------------------------|-----------------|--------------|---------------------------|
| Series 2014 Prepayment Fund | US Bank          | US Bank Gcts           | n/a             | 5.25%        | \$36,786                  |
| Series 2014 Reserve Fund    | US Bank          | US Bank Gcts           | n/a             | 5.25%        | \$607,313                 |
| Series 2014 Revenue Fund    | US Bank          | US Bank Gcts           | n/a             | 5.25%        | \$517,384                 |
| Series 2015 Interest Fund   | US Bank          | US Bank Open-Ended Ct  | n/a             | 5.25%        | \$6,767                   |
| Series 2015 Prepayment Fund | US Bank          | US Bank Gcts           | n/a             | 5.25%        | \$43,205                  |
| Series 2015 Reserve Fund    | US Bank          | US Bank Gcts           | n/a             | 5.25%        | \$340,000                 |
| Series 2015 Revenue Fund    | US Bank          | US Bank Gcts           | n/a             | 5.25%        | \$232,732                 |
| <b>Subtotal</b>             |                  |                        |                 |              | <u>\$1,784,187</u>        |
| <b>Total</b>                |                  |                        |                 |              | <u><u>\$3,450,431</u></u> |

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# **Subsection 6C**

## **Check Register**

**HARMONY COMMUNITY DEVELOPMENT DISTRICT**  
**Invoice Report**

**INVOICE APPROVAL # 289**

**Date: 6/18/2024**

| Payee                         | Invoice Number                 | A= Approval<br>R= Ratification | Invoice Amount | Total       |
|-------------------------------|--------------------------------|--------------------------------|----------------|-------------|
| CHARTER COMMUNICATIONS - ACH  | 1711353042124<br>1997500050624 | R                              | \$ 119.98      |             |
|                               |                                | R                              | \$ 123.98      |             |
|                               |                                | Vendor Total                   |                | \$243.96    |
| ELAN FINANCIAL SERVICES       | 042324-01777                   | R                              | \$ 3,045.77    |             |
|                               |                                | Vendor Total                   |                | \$3,045.77  |
| HARMONY C/O U.S. BANK         | 061324-203<br>061324-204       | R                              | \$ 8,535.26    |             |
|                               |                                | R                              | \$ 3,826.41    |             |
|                               |                                | Vendor Total                   |                | \$12,361.67 |
| INFRAMARK                     | 126102                         | R                              | \$ 37,261.50   |             |
|                               |                                | Vendor Total                   |                | \$37,261.50 |
| INNERSYNC                     | 22222                          | R                              | \$ 1,552.50    |             |
|                               |                                | Vendor Total                   |                | \$1,552.50  |
| KUTAK ROCK LLP                | 3393533                        | R                              | \$ 3,809.50    |             |
|                               |                                | Vendor Total                   |                | \$3,809.50  |
| ORLANDO UTILITIES COMMISSION  | 50124                          | R                              | \$ 12,802.63   |             |
|                               |                                | Vendor Total                   |                | \$12,802.63 |
| OSCEOLA NEWS-GEZETTE          | F7BA084D-0035                  | R                              | \$ 52.37       |             |
|                               |                                | Vendor Total                   |                | \$52.37     |
| POOLSURE                      | 101295654996                   | R                              | \$ 498.75      |             |
|                               | 101295654731                   | R                              | \$ 60.00       |             |
|                               | 10129565442                    | R                              | \$ 855.00      |             |
|                               | 101295655446                   | R                              | \$ 593.25      |             |
|                               | 101295655447                   | R                              | \$ 285.00      |             |
|                               |                                | Vendor Total                   |                | \$2,292.00  |
| PROPET DISTRIBUTORS INC       | 146026                         | R                              | \$ 1,882.33    |             |
|                               |                                | Vendor Total                   |                | \$1,882.33  |
| SPIES COMMERCIAL POOL EXPRESS | 305619                         | R                              | \$ 9,825.00    |             |
|                               |                                | Vendor Total                   |                | \$9,825.00  |

**HARMONY COMMUNITY DEVELOPMENT DISTRICT**  
**Invoice Report**

**INVOICE APPROVAL # 289**

**Date: 6/18/2024**

| Payee                        | Invoice Number | A= Approval<br>R= Ratification | Invoice Amount | Total       |
|------------------------------|----------------|--------------------------------|----------------|-------------|
| TOHO WATER AUTHORITY - ACH   | 052024-8389    | R                              | \$ 12,747.65   |             |
|                              |                | Vendor Total                   |                | \$12,747.65 |
| WASTE CONNECTIONS OF FLORIDA | 149527W460     | R                              | \$ 387.76      |             |
|                              |                | Vendor Total                   |                | \$387.76    |
|                              |                |                                | Total Invoices | \$98,264.64 |

# **Subsection 6D**

## **Ratification of Proposal #100464**



**Benchmark**  
LANDSCAPING

## Proposal #100464

Date: 5/23/2024

PO #

Nicholas Lomasney

### Customer:

Harmony CDD

### Property:

Harmony CDD  
3500 Harmony Sq Dr W  
Harmony, 34773

## Cat Brier Irrigation in Roots

This is for repairs that are necessary for Clock 19 and Zone 14. There is a +2" mainline break caused by tree roots that is impacting water supply to the zone. The repair requires the stump grinder to get through the tree roots. This quote includes all time and material for the repair.

### Irrigation Repair

**\$1,945.00**

| Items                     | Quantity | Unit | Price/Unit | Price             |
|---------------------------|----------|------|------------|-------------------|
| <b>Irrigation Repair</b>  |          |      |            | <b>\$1,945.00</b> |
| Cat Brier Mainline Repair | 1.00     | ea   | \$1,945.00 | \$1,945.00        |
| <b>PROJECT TOTAL:</b>     |          |      |            | <b>\$1,945.00</b> |

## Terms & Conditions

By

Nicholas Lomasney

Date

5/23/2024

Benchmark Landscaping

By

DocuSigned by:  
*Howard Neal*  
D11AB161EAD44AD...

Date

5/23/2024

Harmony CDD

# **Subsection 6E**

## **Ratification of Proposal #101741**



May 30, 2024

Contract No. - 101741

Harmony CDD

lirrigation controller at harmony square needs to be replaced. It was shorted out due to electrical work in the area done by OUC. . This proposal includes all labor and materials needed to complete the job

| ITEM                                    | QTY  | UNIT PRICE | TOTAL PRICE       |
|-----------------------------------------|------|------------|-------------------|
| Installation Of Hunter Pro C (32 zones) | 1.00 | \$1,350.00 | \$1,350.00        |
|                                         |      |            | <b>\$1,350.00</b> |

WORK ORDER SUMMARY

| SERVICES          | SALES TAX | TOTAL PRICE       |
|-------------------|-----------|-------------------|
| Irrigation Repair | \$0.00    | \$1,350.00        |
|                   |           | <b>\$0.00</b>     |
|                   |           | <b>\$1,350.00</b> |

|           |                   |
|-----------|-------------------|
| Sale      | \$1,350.00        |
| Sales Tax | \$0.00            |
| Total     | <b>\$1,350.00</b> |

By

DocuSigned by:  
*Nick Lomasney*  
CB82B533CEE046F...

Nicholas Lomasney

Date 5/30/2024

United Land Services

By

DocuSigned by:  
*Howard Neal*  
D11AB161EAD44AD...

Date 5/31/2024

Harmony CDD