

# Harmony

## Community Development District

District Office: 3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817

The following is the proposed agenda for the meeting of the Board of Supervisors for the Harmony Community Development District, scheduled to be held **Thursday, September 25, 2025, at 6:00 p.m. at Su Mesa Cafe at 7250 Harmony Square Dr. S, Harmony, FL 34773**. Questions or comments on the Board Meeting or proposed agenda may be addressed to Lynne Mullins at [mullinsl@pfm.com](mailto:mullinsl@pfm.com) or (407) 723-5900. A quorum (consisting of at least three of the five Board Members) will be confirmed prior to the start of the Board Meeting.

Zoom: <https://zoom.us/j/4276669233> or Call in: 929-205-6099, ID: 4276669233

### BOARD OF SUPERVISORS' MEETING AGENDA

#### Organizational Matters

- Call to Order
- Roll Call to Confirm Quorum
- Public Comment Period
- 1. Consideration of the Meeting Minutes of the August 7, 2025, Board of Supervisors' Meeting
- 2. Consideration of the Meeting Minutes of the August 28, 2025, Board of Supervisors' Meeting

#### Finance Matters

- 3. Update on Delayed Bond Refunding
- 4. Discussion of Corrections to Bond Related Filings Related to Tax Certificates

#### Business Matters

- 5. Consideration of Proposal for Sculpture Repair from Centerline Production
- 6. Consideration of Proposal for Fence Installation at Dog Park 1 & 2
- 7. Discussion Regarding Meter Request for 7360 Five Oaks Drive
- 8. Discussion of Recurring Vandalism to the Gate at Buck Lake
- 9. Discussion Regarding Deposits for Pavilion and Boat Rentals
- 10. Discussion of Status of RV Lot Discussions with County
- 11. Discussion of Draft Ordinance Regarding Parking in Public Right of Ways
- 12. District Financial Position and Budget Actual Year to Date

#### Landscape Management

- 13. Review of Turf Report from TruGreen
- 14. Consideration of Proposals from ULS:
  - a) Proposal 187404 for Mainline on Cat Brier for \$733.00
  - b) Proposal 187406 for Middle Brook PI Playground for \$1,201.85

If you are interested in obtaining any of the materials for the agenda, please reach out to Lynne Mullins at (407) 723-5935 or [mullinsl@pfm.com](mailto:mullinsl@pfm.com).



- c) Proposal 187407 for Timer at Five Oaks Drive/Feather Grass CT for \$997.98
- d) Proposal 187408 for Timer Outside Gate of South Lake for \$780.00

### **Field Management**

- 15. Berman Inspection Report
- 16. Berman Landscape Report
- 17. Status of Inventory List of District Personal Property
- 18. Status of Proposals for Dock Repair
  - a) The Dock Experts
  - b) Rommel Builders
- 19. Discussion of Ownership of Light Poles in Village Center

### **Other Business**

#### **Staff Reports**

- District Counsel
  - Discussion of Updated, Draft Parking Ordinance
- District Engineer
- District Manager
  - Meeting Location
  - Local Records Office in Osceola County

Private Security System Session

Public Security System Discussion

#### **Supervisor Requests**

#### **Adjournment**



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# **Harmony Community Development District**

**Meeting Minutes of the August 7, 2025,  
Board of Supervisors' Meeting**

**MINUTES OF MEETING  
HARMONY  
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Harmony Community Development District was held on Thursday, August 7, 2025 at 4:00 p.m. at Su Mesa Café, 7520 Harmony Square Dr. S, St. Cloud, FL 34773

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

Mr. Leet called the meeting to order at 4:00 p.m. and conducted roll call.

Present and constituting a quorum were:

Daniel Leet	Chairman
Lucas Chokanis	Vice Chairman
Julie Nichols	Assistant Secretary
Jo Phillips	Assistant Secretary
Brittney Coronel	Assistant Secretary ( <i>Joined the meeting in progress</i> )

Also present were:

Jennifer Goldyn	District Manager, Inframark
Jose Pabon	Field Manager, Inframark
Michael Eckert	District Counsel, Kutak Rock ( <i>via teleconference</i> )
David Hamstra	District Engineer, Pegasus ( <i>via teleconference</i> )
Nick Lomasney	Area Operations Manager, United Land Services
Residents and Members of the Public	

**SECOND ORDER OF BUSINESS**

**Adoption of the Agenda**

Mr. Leet asked the Board if they would amend the agenda to allow FMS to speak regarding refunding of the bonds now that the rates are lower again and could save the residents money by refunding the bonds. Mr. Chokanis expressed concern that rates may still go lower and did not feel now was the time to refinance.

On a MOTION by Ms. Philips, SECONDED by Ms. Nichols, opposed by Mr. Chokanis, the Board approved the amended agenda to include Mr. Dylan Swartz from FMS to speak to the Board.

**Added Item to the Agenda: Bond Refunding Discussion with FMS**

Dylan Swartz from FMS informed the Board that the rates are moving in a positive direction and he informed the Board that rates are among the best they have seen in some time, and recommended that the Board allow FMS to present a comprehensive delegated award package to the Board.

On a MOTION by Mr. Leet, SECONDED by Ms. Philips, with all in favor, the Board authorized FMS to prepare a delegated award resolution for refinancing.

**THIRD ORDER OF BUSINESS**

**Audience Comments**

There were no audience comments.

**FOURTH ORDER OF BUSINESS**

**Presentation by Proposers for District  
Management and Maintenance Services**

The Board heard presentations from Rizzetta, Vesta, STS, and PFM for District Management services. In addition, presentations were given by Rizzetta, Vesta, and Berman Construction regarding Field Maintenance Services. Each presenter was allotted 10 minutes for their presentation, followed by 10 minutes for questions from the Board.

**FIFTH ORDER OF BUSINESS**

**Ranking of Proposals for Field  
Management and maintenance Services**

Upon the conclusion of the presentations and questions, the Board ranked the Field Management and Maintenance Service proposals based on the evaluation criteria adopted in the RFP package. All five Board members participated in the rankings. The cumulative average scores were as follows: Berman Construction 87.8, Vesta 86.82, and Rizzetta 81.45.

**SIXTH ORDER OF BUSINESS**

**Direction to District Counsel Regarding  
Proposal Alternates for Field  
Management and Maintenance Services**

The Board did not select any proposal alternates.

**SEVENTH ORDER OF BUSINESS**

**Authorization to District Counsel to  
Prepare and the Chairman to Execute  
an Agreement for Field Management  
and Maintenance Services**

On a MOTION by Mr. Leet, SECONDED by Ms. Nichols, with all in favor, the Board approved the ranking of the Field Service and Maintenance proposals, and authorizing District Counsel and the Chairman to negotiate and execute an agreement awarding the contract with Berman Construction with. The Board authorized District Counsel to enter contract negotiations with next ranked company should contract negotiations with the higher ranked proposer not be successful.

**EIGHTH ORDER OF BUSINESS**

**Selection of Company for District  
Management Services**

The Board discussed the Management Services proposals from Rizzetta, PFM, SDS and Vesta. Discussion ensued, with four Board Members choosing PFM as their first choice for Management Services.

On a MOTION by Mr. Leet, SECONDED by Ms. Nichols, with all in favor, the Board gave direction to District Counsel to prepare and the Chairman to execute an agreement for District Management Services with PFM. The Board authorized District Counsel to enter into contract negotiations with SDS should contract negotiations with PFM not be successful. The Board authorized District Counsel to enter into contract negotiations with Vesta should contract negotiations with SDS not be successful.

## **NINTH ORDER OF BUSINESS**

## **Business Items**

### **Presentation and Public Hearing of the Fiscal Year 2026 Budget**

On a MOTION by Mr. Leet, SECONDED by Ms. Nichols, with all in favor, the Board opened the public hearing for the fiscal year 2026 budget.

The Board reduced the line items for District Management and Field Management Services to reflect the amounts approved for the newly selected firms. During the discussion, Ms. Coronel expressed interest in further reductions, while Mr. Leet emphasized the importance of maintaining a slight increase to account for unexpected costs throughout the year. The Board ultimately agreed, by majority, on a 3.2% increase, reduced from the 13.2% increase included in the proposed budget.

The Board invited public comment and public comment was offered.

On a MOTION by Mr. Leet, SECONDED by Ms. Coronel, with all in favor, the Board closed the public hearing for the fiscal year 2026 budget.

### **Consideration of Resolution 2025-11: Adopting the Fiscal Year 2026 Final Budget**

On a MOTION by Mr. Leet, SECONDED by Mr. Chokanis, with Ms. Coronel opposed, the Board adopted Resolution 2025-11, adopting the fiscal year 2026 budget with a resulting 3.2% increase.

### **Public Hearing on Levying the Fiscal Year 2026 O&M Assessments**

On a MOTION by Mr. Leet, SECONDED by Mr. Chokanis, with all in favor, the Board opened the public hearing for the levying of the fiscal year 2026 O&M assessments.

The Board invited public comment and there were no public comments.

On a MOTION by Mr. Leet, SECONDED by Mr. Chokanis, with all in favor, the Board closed the public hearing for the levying of the fiscal year 2026 O&M assessments.

### **Consideration of Resolution 2025-12: Levying the O&M 2026 Assessments**

On a MOTION by Mr. Leet, SECONDED by Ms. Nichols, with all in favor, the Board adopted Resolution 2025-12, Levying the fiscal year 2026 O&M assessments.

### **Consideration of Resolution of 2025-13, Adopting the Fiscal Year 2026 Meeting Schedule**

It was noted that the current meeting location may not be available and the meeting location may change for some meetings during the next fiscal year.

On a MOTION by Mr. Leet, SECONDED by Ms. Nichols, with all in favor, the Board adopted Resolution 2025-13, adopting the fiscal year 2026 meeting schedule.

### **Consideration of Goals and Objectives for Fiscal Year 2026**

On a MOTION by Mr. Leet, SECONDED by Mr. Chokanis, with all in favor, the Board approved the Goals and Objectives for fiscal year 2026 as presented.

### **Discussion of Next Meeting Date or Meeting Continuation**

The Board took no action, as continuation was not required.

## **Tenth Order of Business**

## **Staff Reports**

### **United Land Services Report**

Mr. Lomasney informed the Board that work had fallen slightly behind due to the recent heatwave; however, additional crews have been added to catch up. He reported routine seasonal flooding at Buck Lake, noting that cleanup will occur once the water recedes. He also advised that two mainline breaks occurred in the irrigation system, both of which have since been repaired.

On a MOTION by Mr. Leet, SECONDED by Ms. Coronel, with all in favor, the Board approved United Land Services proposal 17571, under separate cover, for mainline repairs, in the amount of \$3,282.97.

On a MOTION by Mr. Leet, SECONDED by Ms. Nichols, with all in favor, the Board approved United Land Service proposal 177932, under separate cover, for the removal and replacement of a Live Oak tree, in the amount of \$1,832.84.

### **Field Inspection Report**

Mr. Pabon reviewed the field inspection report with the Board. He noted that sand needed to be added to the volleyball court.

### **District Engineer**

Mr. Hamstra updated the Board on the status of the maintenance facility project and will bring updates to the meeting on August 28<sup>th</sup>.

**District Counsel**

Mr. Eckert requested that the Board consider a motion regarding the execution of resolutions related to the management transfer from Inframark to PFM. He acknowledged that this matter was not previously included on the agenda and noted that the Board must allow for public comment before voting. Mr. Leet opened the floor for public comments; however, none were offered.

On a MOTION by Mr. Leet, SECONDED by Ms. Nichols, with all in favor, the Board approved authorizing the Chair or Vice Chair to execute resolutions and any other documents, as prepared by Counsel, necessary to facilitate the transition from Inframark to PFM. The executed resolution(s) will be presented to the Board at the August 28<sup>th</sup> meeting for ratification.

Mr. Eckert informed the Board that he is working to finalize the contract with Sunrise Deck and Dock.

Mr. Leet asked inquired about the sidewalk repairs. Mr. Eckert stated he was informed that the repair had not yet begun. Ms. Philips stated that she was informed the work was delayed due to the rain.

Mr. Eckert informed the Board that, should contract negotiations with the selected firms for District Management or Field Management fall through, he will provide an update to the Board and begin talks with the firms ranked second, and then third.

**District Manager**

Ms. Goldyn noted that Inframark will transfer all documents to the new firm and work with them to get everything transferred.

**Eleventh Order of Business**

**Consent Agenda**

On a MOTION by Mr. Leet, SECONDED by Mr. Chokanis, with all in favor, the Consent Agenda was approved with an amendment to the July 24, 2025 meeting minutes that a pre-bid meeting was not required.

**Twelfth Order of Business**

**Supervisor Requests**



Ms. Coronel stated that she received a request from Safety First Pedaquitics to rent the pool at Harmony to finish out their season since their pool is not available. Ms. Goldyn noted that the District should confirm with EGIS that the insurance coverage applies to this type of activity.

### **Thirteenth Order of Business**

### **Adjournment**

On a MOTION by Mr. Leet, SECONDED by Ms. Coronel, with all in favor, the meeting was adjourned at 8:57 p.m.

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**Signature**  
**Chair/Vice Chair**

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**Signature**  
**Assistant Secretary**



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# **Harmony Community Development District**

**Meeting Minutes of the August 28, 2025,  
Board of Supervisors' Meeting**

## **MINUTES OF MEETING**

### **HARMONY COMMUNITY DEVELOPMENT DISTRICT**

#### **BOARD OF SUPERVISORS' MEETING**

**Thursday, August 28, 2025, at 6:00 p.m.**

**Su Mesa Cafe at 7250 Harmony Square Dr. S,  
Harmony, FL 34773**

#### **Board Members Present:**

Daniel Leet	Chairman	
Lucas Chokanis	Vice Chairman	(via phone)
Julie Williams	Assistant Secretary	
Jo Phillips	Assistant Secretary	
Brittney Coronel	Assistant Secretary	

#### **Also Present:**

Lynne Mullins	PFM	
Blake Firth	PFM	
Kevin Plenzler	PFM	
Verona Griffith	PFM	(via phone)
Mike Eckert	District Counsel	(via phone)
David Hamstra	Pegasus	
Samantha Sharenow	Berman	
Eddie Padua	Berman	
Edgard Morales	Berman	
Carlos Negron	Berman	
Matthew Mendez	Berman	
Jonathan Rosado	Berman	
Nick Lomasney	ULS	
Dylan Schwartz	FMSbonds, Inc.	(via phone)
Cynthia Wilhelm	Nabors Giblin & Nickerson	(via phone)
Members of the Public		

### **FIRST ORDER OF BUSINESS**

#### **Organizational Matters**

##### **Call to Order and Roll Call**

Mr. Leet called the Board of Supervisors meeting of the Harmony Community Development District to order at 6:00 p.m. Roll call was taken, and quorum was established.

##### **Public Comment Period**

A resident had a comment stating the new District Management company has been great at communicating with her. She also stated that there were minors with firearms at Cat Lake and she is concerned with the security of the community. She had a comment regarding trailer parking and noted it is on the agenda.

A resident noted he is a new member of the community, and stated his property is up against Cat Lake. There was an incident that took place over the weekend. He gave an overview of the incident and noted he had heard gunshots coming from the lake area. The police were contacted and investigated the incident. He has also reported the incident to Jones Homes and Mr. Hill. He recommended locking the gate. The Board will follow up.

Mr. Heck, the President of the Community Garden Committee, had a comment regarding the process of collecting dues. He would like to have the process reviewed and to streamline the process of reimbursement for Garden related expenses. He noted the deadline to sign up for the Committee is September 20<sup>th</sup>, 2025.

Mr. Shae, the President of the HROA Board, gave an overview of the holiday décor for the Square. He noted there will be a main 15-foot tree and would also like to incorporate a Festival of Trees for residents. He would like to decorate the light poles as well with banners from local Harmony owned businesses. He also had a comment regarding the Cat Lake incident. He noted the HROA has a very small Sherriff detail budget. He recommended having the CDD budget cover additional security details for the community.

There was a question regarding the light pole banners. Mr. Shae noted any HOA's that are under the CDD can participate.

There were no further public comments at this time.

**Consideration of the Minutes of the  
August 7, 2025, Board of Supervisors'  
Meeting**

Ms. Mullins stated the minutes have not yet been received from Inframark and this item will be tabled until received.

**Ratification of Resolution 2025-14,  
Removing and Appointing Officers**

Ms. Mullins noted this Resolution removes Jennifer Golden, Leah Popelka, Joseph Gonzales, and Angel Montagna from the list of Officers. It also adds Lynne Mullins as Secretary, Jennifer Walden as Assistant Secretary, Jennifer Glasgow as Treasurer, and Rick, Amy, Amanda, and Verona as Assistant Treasurers.

Ms. Mullins noted this was previously executed by the Chair and is solely for ratification.

On MOTION by Mr. Leet, seconded by Mr. Chokanis, with all in favor, the Board of Supervisors for the Harmony Community Development District ratified Resolution 2025-14, Removing and Appointing Officers as presented.

**SECOND ORDER OF BUSINESS**

**Business Matters**

**Ratification of Agreement with PFM  
Group Consulting LLC for District  
Management Services**

Ms. Mullins noted this was previously executed by the Chair and is solely for ratification.

On MOTION by Mr. Leet, seconded by Ms. Coronel, with all in favor, the Board of Supervisors for the Harmony Community Development District ratified the Agreement with PFM Group Consulting LLC for District Management Services.

**Ratification of Agreement with PFM  
Financial Advisors LLC for Financial  
Advisory Services**

**a) Disclosure of Conflicts of  
Interest and Other Important  
Municipal Advisory Information**

Ms. Mullins reviewed the agreement and disclosure information. She noted this was previously executed by the Chair and is solely for ratification. She also stated this was reviewed by District Counsel.

On MOTION by Ms. Williams, seconded by Ms. Phillips, with all in favor, the Board of Supervisors for the Harmony Community Development District ratified the Agreement with PFM Financial Advisors LLC for Financial Advisory Services.

**Ratification of Agreement with Berman  
Construction LLC for Field Management  
and Maintenance Services**

Ms. Mullins noted this was previously executed by the Chair and is solely for ratification.

On MOTION by Ms. Williams, seconded by Ms. Phillips, with all in favor, the Board of Supervisors for the Harmony Community Development District ratified the Agreement with Berman Construction LLC for Field Management and Maintenance Services.

**Consideration of FMSbonds Rule G-17  
Disclosure for Harmony CDD, Series  
2025 Bonds**

Mr. Schwartz provided an overview of the General Disclosure Engagement Letter, which formally engages FMS to act on behalf of the District.

On MOTION by Mr. Leet, seconded by Ms. Phillips, with all in favor, the Board of Supervisors for the Harmony Community Development District approved the FMSbonds Rule G-17 Disclosure for Harmony CDD, Series 2025 Bonds.

**Consideration of Resolution 2025-15,  
Delegated Award Resolution for  
Refinancing**

Mr. Schwartz stated this resolution authorizes FMS to act on behalf of the District. He noted interest rates remain stable, with short-term rates controlled by the Federal Reserve and long-term rates set by the market. He reviewed bond yields and parameters, stating there should be no issue marketing the bonds. The 2015 reserve funds may be higher than expected due to slower development compared to the 2014 area. The resolution allows FMS to negotiate interest rates within approved parameters of 14% annual savings for the 2014 bonds and 11% for the 2015 bonds.

Mr. Chokanis confirmed the District would be locked into a 10-year term, with no cost savings expected from refinancing again during that period. He advised against refinancing at this time due to current interest rates.

Mr. Leet supported refinancing to secure savings for residents, noting it wasn't previously approved in time for this year. There was brief discussion on using revenue to pay down bonds versus funding District projects. Mr. Leet emphasized the goal is to reduce principal and pass savings to residents.

On MOTION by Mr. Leet, seconded by Ms. Phillips, with Mr. Chokanis and Ms. Coronel opposed, and all others in favor, the Board of Supervisors for the Harmony Community Development District approved Resolution 2025-15, Delegated Award Resolution for Refinancing.

**Consideration of Approval of  
Supplemental Assessment  
Methodologies (2) for Refunded Bonds  
for Inclusion in the Bond Offering**

- a) Series 2025-1**
- b) Series 2025-2**

Mr. Plenzler gave an overview of the methodologies and savings. He noted the savings are approximately \$300.00 per year for each resident.

There was a brief discussion regarding the resident savings. It was noted that the residents' annual tax roll assessment bill would be less.

On MOTION by Mr. Leet, seconded by Ms. Phillips, with Mr. Chokanis opposed, and all others in favor, the Board of Supervisors for the Harmony Community Development District approved the Supplemental Assessment Methodologies (2) for Refunded Bonds for Inclusion in the Bond Offering, in substantial form.

**Discussion of Status of Transition from  
Inframark**

The Board discussed the transition.

**Consideration of Resolution 2025-16,  
Amending Security Policy**

Mr. Leet stated this is to change the names of who has access to the security system.

Mr. Eckert gave an overview.

On MOTION by Ms. Phillips, seconded by Mr. Leet, with all in favor, the Board of Supervisors for the Harmony Community Development District approved Resolution 2025-16, Amending Security Policy.

**Consideration of Resolution 2025-17,  
Designating Primary & Local Records  
Office**

Ms. Mullins gave an overview of the resolution and noted this resolution sets the PFM Orlando office as the local records office, and Osceola County as the principal headquarters. She will follow up with a location for the District's records office.

On MOTION by Mr. Leet, seconded by Ms. Phillips, with all in favor, the Board of Supervisors for the Harmony Community Development District approved Resolution 2025-17, Designating Primary and Local Records Office and authorized Ms. Mullins to find a location for the District's records office.

**Ratification of Resolution 2025-18,  
Designating Signatories for the  
District's Operating Bank Accounts**

Ms. Mullins noted this was previously executed by the Chair and is solely for ratification. This resolution designated the Chair, Vice Chair, Ms. Mullins, Ms. Glasgow, and Assistant Treasurers as signatories on the District's operating bank account.

On MOTION by Ms. Williams, seconded by Mr. Leet, with all in favor, the Board of Supervisors for the Harmony Community Development District ratified Resolution 2025-18, Designating Signatories for the District's Operating Bank Accounts.

**Discussion Regarding the Agreement  
with Sunrise Deck & Dock, LLC**

Ms. Mullins stated that the vendor is refusing to sign the District agreement. The recommendation is to not move forward with Sunrise Deck and Dock, LLC, and to solicit for other vendors.

Mr. Leet gave a historical overview of the vendor and noted he would agree with the recommendation.

On MOTION by Ms. Williams, seconded by Ms. Phillips, with all in favor, the Board of Supervisors for the Harmony Community Development District authorized the Chair and District Management to obtain other proposals, with a not to exceed amount of \$13,000.00, and to work with District Counsel to create a new agreement.

On MOTION by Mr. Leet, seconded by Ms. Phillips, with all in favor, the Board of Supervisors for the Harmony Community Development District rescinded the approval of the Proposal from Sunrise Deck and Dock, LLC.

**Ratification of Agreement for  
Emergency Sidewalk Repairs on  
Schoolhouse Road & Primrose Willow  
Drive with Rose Paving**

Ms. Mullins noted this was discussed at the last meeting. Rose Paving has completed the work for a total cost of \$8,400.00. This was previously executed by the Chair and is solely for ratification.

On MOTION by Mr. Leet, seconded by Ms. Williams, with all in favor, the Board of Supervisors for the Harmony Community Development District ratified the Agreement for Emergency Sidewalk Repairs on Schoolhouse Road and Primrose Willow Drive with Rose Paving.



### **Consideration of Facility Reservation Form to Decorate the Harmony Town Square for the Holiday Season**

There was discussion regarding decorating the streetlights and ownership of the light poles.

Mr. Eckert noted there needs to be verification of who owns the light poles. They could be owned by OUC or the District. Permission would need to be granted either way. He also noted there can be no discrimination on who is able to promote their business.

Ms. Mullins noted there is time to bring this back at the next meeting once ownership of the light poles have been verified.

On MOTION by Mr. Leet, seconded by Ms. Coronel, with all in favor, the Board of Supervisors for the Harmony Community Development District approved the Facility Reservation Form to Decorate the Harmony Town Square for the Holiday Season, pending confirmation of the ownership of the light poles.

### **Discussion of Draft Ordinance Regarding Parking in Public Right of Ways**

Mr. Eckert provided an update on ongoing discussions regarding parking regulations. The District does not have jurisdiction over County roadways, but Counsel has drafted an ordinance for County consideration. The Board will review the ordinance and determine no parking zones, with a focus on restricting trailers and boats while allowing guest parking. The ordinance proposes no parking from 11:00 p.m. to 7:00 a.m. and limits parking to passenger vehicles. Revisions will be made per Board feedback, and a map of designated areas will be included in the final draft. Residents may submit comments via email. The item will remain on the agenda.

### **Discussion of Garden Club Lot Rent**

Mr. Leet provided an overview. Mr. Eckert raised concerns about non-District personnel handling public funds, noting only insured and authorized individuals should do so. The District receives annual and quarterly funds related to the Garden Club. Ms. Coronel believed Inframark had an agreement with the Garden Committee Treasurer to collect funds. Ms. Mullins clarified that only checks or money orders should be collected by the District Accountant and recommended creating a form and line item for tracking. The Board discussed reimbursement procedures, with suggestions for budgeting, itemized receipts, and check reimbursements. Mr. Heck reviewed the fund collection process, and Mr. Eckert confirmed cash should not be accepted. The Garden Club representative agreed to the updated process.

### **Consideration of Proposal(s) for Pond Maintenance:**

- a) Lake Doctors**
- b) Tigris**
- c) Dragonfly Pond Works**

Ms. Mullins presented pond maintenance proposals, noting prior service by Inframark and poor current conditions. After review with the District Engineer, Dragonfly Pond Works was the only vendor to correctly quote the work. Costs were reviewed and found to be within budget. Mr. Hamstra noted additional costs for cattail treatment and confirmed there are 21 District-owned ponds. Dragonfly offers monthly installments, follow-up visits, and a 30-day termination clause.

Tigris did not include all ponds in their proposal and has not submitted a revision. The Board discussed waiting for the revised proposal due to potential cost savings. However, concerns were raised about Tigris not meeting the defined scope.

A resident asked about a non-functioning fountain, which was noted as outside the scope of current proposals. The Board emphasized the need for timely treatment due to seasonal conditions. Mr. Leet and Mr. Hamstra recommended moving forward with Dragonfly.

On MOTION by Mr. Leet, seconded by Ms. Williams, with Ms. Coronel opposed, and all others in favor, the Board of Supervisors for the Harmony Community Development District approved the Dragonfly Pond Works Proposal for Pond Maintenance, with a contract to be prepared by District Counsel.

**Consideration of Agreement with Molly Forestner for Deposit Relating to Costs of Preparation of a License Agreement for Pool Installation**

Mr. Eckert reviewed an agreement related to Ms. Forestner's pool installation. Although the area behind her home is owned by the golf course, construction vehicles will need to cross District sidewalks and curbs. The agreement requires a deposit and holds Ms. Forestner responsible for any damage to District property.

On MOTION by Mr. Chokanis, seconded by Ms. Williams, with all in favor, the Board of Supervisors for the Harmony Community Development District approved the Agreement with Molly Forestner for Deposit Relating to Costs of Preparation of a License Agreement for Pool Installation.

**Consideration of Switching to Valley Bank**

Ms. Mullins recommended switching to Valley Bank, which offers 4% interest, no fees, and no minimum balance. Ms. Griffith noted the current Bank United account is tied to Inframark and does not offer the same terms to PFM. Mr. Eckert supported the recommendation of District Management as a prudent financial move for the District.

On MOTION by Mr. Lewis, seconded by Ms. Coronel, with all in favor, the Board of Supervisors for the Harmony Community Development District approved the Switch to Valley Bank.

**Consideration of Proposal for Website Services with VGlobalTech**

Ms. Mullins reported challenges transitioning Board emails from Inframark due to high fees. She recommended switching to VGlobalTech, which offers website and email services for \$3,000/year and a \$1,500 setup fee. District Counsel supports terminating the current provider, Campus Suite, with 30-day notice. The Board discussed the proposal.

On MOTION by Mr. Leet, seconded by Ms. Williams, with all in favor, the Board of Supervisors for the Harmony Community Development District approved the Proposal for Website Services with VGlobalTech.

**Review of District's Financial Position and Budget to Actual YTD**

Ms. Mullins noted these were provided by Inframark and PFM has no comment.

**THIRD ORDER OF BUSINESS**

**Landscaping Matters**

**Consideration of Proposal #182981 for Troubleshooting Zones 2, 3 and 6 for \$390.00**

Mr. Lomasney gave an overview of the proposals. He noted Proposal #182981 are small zones with no power to them and they need to be tracked underground.

**Consideration of Proposal #183037 for Irrigation Repairs at the Pool Timer Harmony Square Drive for \$1,403.01**

Mr. Lomasney noted Proposal #183037 is for the side of the building next to the Harmony Pool, where the pool timer is no longer working. It was noted it was working earlier in the summer.

**Consideration of Proposal #182029 for 4" Mainline Reroute for \$1,101.82**

Mr. Lomasney noted Proposal #182029 is for a mainline that is very close to tree roots. It has been repaired multiple times and needs to be moved farther out. This is a long-term solution.

**Consideration of Proposal #182074 for Two 4' Mainline Break for \$1,820.00**

Mr. Lomasney noted Proposal #182074 is for two mainline breaks. He noted that it is possible the construction company jarred the line when they laid the tarp with spikes. There will be continued inspection along that line.

**Consideration of Proposal #184600 for  
September Flower Rotation for  
\$3,500.00**

Mr. Lomasney noted Proposal #184600 is for the spring rotation of flowers and is the contracted price.

On MOTION by Mr. Leet, seconded by Ms. Williams, with all in favor, the Board of Supervisors for the Harmony Community Development District approved Proposals #182981, # 183037, 182029, #182074, and #184600 for Landscaping Matters.

**FOURTH ORDER OF BUSINESS**

**Field Management**

**Review of Fleet Equipment**

Ms. Sharenow gave an overview. Berman has gone through the storage area. Several vehicles need repair, and Berman will gather proposals for that. It was noted there are two junk utility vehicles in the storage areas. Berman will create an inventory list and notate anything needing repair. Berman will also go through the boating area storage and tracked in the Berman system.

The Board discussed the items in the storage area.

**Discussion Regarding Berman  
Inspection Report**

Ms. Sharenow introduced the Berman team and their responsibilities within the District. She reviewed the inspection report and noted that Inframark shared their most recent report. Any items outside of Berman's scope will be brought to the Board through a proposal.

**Discussion Regarding Berman  
Landscape Report**

Ms. Sharenow gave an overview of the Landscaping Report. She noted this will be presented each month. Berman and United Land Services have worked together in the past.

**FIFTH ORDER OF BUSINESS**

**Other Business**

**Staff Reports**

**District Counsel** – Mr. Eckert recommended having a closed session at the next Board meeting. He also gave an update regarding the sidewalks. This will tentatively start September 8<sup>th</sup>.

**District Engineer –**

- **Discussion Regarding Five Oaks Maintenance Facility:**
  - a) **Survey Drawing**
  - b) **Geotech Report**
  - c) **TOHO Request Form**
  - d) **TOHO Letter**
  - e) **Conceptual Plan**

Mr. Hamstra reviewed the forms and updated conceptual plan for the Five Oaks Maintenance Facility, noting survey and Geotech reports are complete. A pump station will be required due to the lack of a gravity line, but TOHO has capacity for utilities. Final design and permitting are ready to proceed.

Mr. Leet provided historical context and emphasized that delaying the project will not reduce costs. The Board discussed the need for a permanent facility. While not essential, Berman noted it would improve efficiency. The County currently allows temporary storage but expects a permanent solution. There was brief discussion on the maintenance trailer and legal considerations. Mr. Leet confirmed funding is available

On MOTION by Mr. Leet, seconded by Ms. Phillips, with Mr. Chokanis and Ms. Coronel opposed, and all others in favor, the Board of Supervisors for the Harmony Community Development District approved the Design and Permitting for the Five Oaks Maintenance Facility.

It was noted that while storage containers are currently on-site, a permanent structure with personnel cannot be built without road access. The new plan includes both office and storage space.

Mr. Leet confirmed sidewalk repairs are already budgeted, and this project will not impact those funds. The Board discussed reserve funding and project costs.

Ms. Phillips requested clarification from the County on whether a shed can be placed at the current location, and the District Engineer will follow up.

Mr. Leet reiterated the ongoing need for a permanent Field Services and storage facility. Mr. Hamstra explained the design and permitting process could take several months and multiple submittals. The total estimated budget, including permitting, is approximately \$60,000. If the project does not move forward, the process will need to restart.

**District Landscaper** - Mr. Lomasney noted there have been some issues with flooding at Buck Lake and behind Dark Sky. There are chemical treatments being done in the weeds for those locations.

Mr. Chokanis noted hurricane season is approaching and trees need trimming that are over sidewalks and roads. Mr. Lomasney will provide dates and locations for this at the next meeting.

**District Field Management** – Ms. Sharenow noted there will be information sent to the Board. There will be a QR code posted to submit maintenance requests at any time. These requests will go to the whole team, including PFM. Berman will also work on the forms to make them email-friendly and there will be confirmation of it being received.

**District Manager** – Ms. Mullins confirmed the next meeting is scheduled for September 25, 2025, and calendar invites will be sent. Board members may direct any packet questions to her. All W-9s have been received except for Mr. Chokanis, who accepted compensation and will submit his form.

Resident complaints included gunshots near the lake, pond overgrowth between East and South Lakes, and hazardous sidewalk conditions on Clay Brick Road. Ms. Mullins will follow up with Dragonfly Pond Works and review the Rose Paving proposal to confirm coverage of the sidewalk area.

The Board discussed continuing meetings at the current location through year-end, with Ms. Mullins to confirm availability for 2026. Regarding the gunshot incident, Mr. Leet clarified the CDD has no jurisdiction, and residents should contact the County or Sheriff. A letter will be sent to the parcel owner (Coastline) requesting the gate be locked, and additional patrol may be requested. Ms. Coronel will provide the owner's contact information.

Sidewalk repairs were further discussed. Ms. Phillips referenced previous proposals, and Mr. Leet requested a list of all areas needing repair. Ms. Mullins will follow up on additional costs with Rose Paving. Ms. Phillips requested a not-to-exceed amount for repairs. Ms. Sharenow noted Berman has already addressed five areas and will continue in-housework where possible.

On MOTION by Mr. Leet, seconded by Ms. Phillips, with all in favor, the Board of Supervisors for the Harmony Community Development District approved a not to exceed amount of \$10,000.00 for sidewalk repairs.

There was more discussion regarding the Clay Brook Road location. District Management will verify that the location is included for repair.

#### **Supervisor Requests and Audience Comments**

Mr. Leet reviewed updated plans for the Five Oaks Maintenance Facility, noting reduced fencing will lower costs. He suggested directing the District Engineer to engage with the County to address road improvements needed to reopen the RV lot. The Board discussed the RV lot and the importance of understanding County and Fire Marshal requirements. Mr. Chokanis emphasized the need for this work to determine compliance, and Mr. Leet noted previous plans may still be valid.

On MOTION by Mr. Leet, seconded by Ms. Phillips, with all in favor, the Board of Supervisors for the Harmony Community Development District authorized the District Engineer to work with the County on the scope of work required for the RV Lot Road.

The Board discussed previous RV lot plans, fencing, and the process for the District Engineer. Mr. Chokanis requested a design plan for review at the next meeting. The Board agreed to have the District Engineer gather road and fencing requirements for further discussion.

Mr. Chokanis raised concerns about mold and slippery areas on sidewalks. Mr. Eckert noted that while HOAs typically require residents to maintain sidewalks, liability may be found against the CDD in a

negligence case if they are CDD-owned. Ms. Sharenow reported Berman has pressure washed 1,000 feet and will continue throughout the community

### **Adjournment**

On MOTION by Mr. Leet, seconded by Ms. Williams, with all in favor, the Board of Supervisors for the Harmony Community Development District adjourned the August 28, 2025, Board of Supervisors Meeting at 8:57 p.m.

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairperson / Vice Chairperson



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# **Harmony Community Development District**

**Delayed Bond Refunding**





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# **Harmony Community Development District**

**Corrections to Bond Related Filings Related to  
Tax Certificates**



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# **Harmony Community Development District**

**Proposal for Sculpture Repair from  
Centerline Production**



QUOTE:

To: Harmony Development

From: Kia Ricchi -Centerline Production Inc. FEID 59-3503546

Description:

Repair and repaint the sculpture "This Forest Primeval" on location in Harmony Development.

Repairs include installation of rust treated rebar and lathe in exposed areas as documented in the 10 image emailed photo attachment by Rob sent on 8/1/2025.

Repaint of entire sculpture using concrete acid stains, and urethane "drybrush" for highlights. (If acid stains do not react satisfactorily to provide vivid color, the artist reserves the right to substitute other paints. Color samples will be provided to clients prior to proceeding.)

Cost: \$3,141 with work being performed during spring months.

Centerline Production, Inc

2425 McMichael Road. Saint Cloud, FL 34771 (407) 973-0937



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# **Harmony Community Development District**

## **Proposal for Fence Installation at Dog Park 1 & 2**



## Invoice

Lasrasy Fence Inc.  
2802 E. Irlo Bronson Memorial Hwy.  
Kissimmee, FL 34744  
407-978-6440 (Office)  
407-267-0992 (Español)  
lasrasyfence@gmail.com

Invoice  
Date: 09/15/25

**DOG PARK 1&2**

To:  
**Jonathan Soto**  
**7124 Harmony Square Dr**  
**Harmony, FL 34773**  
**407-227-0308**

Salesperson	Job	Payment terms	
Sandra	Sales rep	Due on receipt	

Job name	Description	Total
	<b>Material: Chain Link Black Commercial 4' height</b>  <b>*New double gate 6'x4'</b> <b>*900' of new top rail</b> <b>*1 end post</b> <b>*1 new post</b> <b>*Adjust and paint all gates( new hinges,new locks)</b> <b>*810' new chain link mesh</b> <b>*Paint 160' of top rail in black</b> <b>*80 new brace bands, rail ends and caps</b> <b>*Adjust existent mesh with chain link ties</b>	
	<b>Total</b>	<b>\$19,560.00</b>
	<b>Down Payment</b>	<b>\$12,000.00</b>
	<b>Final Balance</b>	<b>\$7,560.00</b>



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# **Harmony Community Development District**

**Meter Request for 7360 Five Oaks Drive**

# TOHO WATER AUTHORITY INVOICE



Bringing you life's most precious resource

HARMONY COMM DEV DISTRICT 11555 HERON BAY BOULEVARD SUITE 201 CORAL SPRINGS FL 33076	Division: Toho 2	Invoice Number: 001525420033316169-02 Invoice Date: July 16, 2025		
Property Address: 7360 FIVE OAKS DRIVE DOG PARK HARMONY, FL 34773	Sub-Division:  Lot Number:	Customer Number: 001525420 Account Number: 033316169		
Charge Item Failed Meter Set				\$100.00
			Current Charges	\$ 100.00
			Previous Outstanding Balance	\$0.00
Comments: FAILED METER SET UPDATE! Starting March 19, 2018 every failed meter set must be requested online to put meter set back on schedule. Fees must be paid before request. <a href="http://www.tohowater.com/developers-contractos/Pages/FAILED-METER-RESET.aspx">http://www.tohowater.com/developers-contractos/Pages/FAILED-METER-RESET.aspx</a>		Due date is date of invoice  Please include your customer & account number on your check		

**Make checks payable to: Toho Water Authority**  
**PO Box 30527, Tampa, FL 33630-3527**  
**(407) 944-5000**

To make your payment online please go to "Pay My bill" at [www.tohowater.com](http://www.tohowater.com)

## TOHO WATER AUTHORITY INVOICE

To pay by phone using the automated phone system please call 863-496-1770

*Thank you for your payment*



**Entry #:** 8734 - Harmony Community Development District      **Status:** Complete      **Submitted:** 7/26/2021 10:54 AM

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**Important Notice**

In preparation for the launch of Toho’s new development portal, Toho will stop taking meter requests starting at 4 p.m. on January 12. Meter requests can be made on the development portal when it is launched on January 22, 2024.

Poinciana Villages meter requests need to use our [Poinciana Villages Meter Installation Request](#) form to avoid possible delays.

For meter requests outside of the Poinciana Villages, please press NEXT.

**PLEASE NOTE: If required information is not accurately completed your request could be delayed.**

**Contact Person Name**

Gerhard van der Snel

**Phone**

(407) 301-2235

**Email**

gerhardharmony@gmail.com

**Company Name**

Harmony Community Development District

**Fax Number**

**Community Name**

Harmony

**Subdivision/Project Name**

Dog Park

**Phase #**

3 Park Tract E

**Toho Project Number**

**Area**

**Meter Request Addresses**

### Business Service Notes

## TERMS AND CONDITIONS

### Meter Release

Toho Water Authority (Toho) will release water meters for installation for all projects after receipt of the FDEP water clearance. FDEP sewer clearance is no longer required for meter installation release.

### Sewer Clearance

The project cannot connect to a sanitary sewer prior to receiving FDEP sewer clearance. The current fine for an illegal connection is \$300 per connection.

If the project is found to have illegally connected to the sanitary sewer system, the developer shall be responsible to have the entire sanitary sewer system cleaned at their expense and cleaning witnessed by the Toho construction inspector. Any Sanitary Sewer Overflows (SSO's) that occur prior to Toho acceptance of the system are the developer's responsibility and the developer may be responsible for any fines and corrective actions administered by FDEP and/or Toho.

Toho will require the downstream manhole (either the junction manhole prior to the lift station or the last manhole prior to sewer leaving the site) be plugged. The Toho inspector must witness the plug being installed.

After FDEP sewer clearance is received, Toho shall witness the sanitary sewer system being cleaned and witness the plug being removed.

### Meter Installation and Billing

Meter sets will continue to be provided within 10 – 15 business days (sooner when possible) from the date of meter fees being paid.

Once meter is set, billing will begin. Please note: Potable meters will incur water and sewer charges even if the site is not cleared for sanitary sewer use.

**Meter Installation Requirements (Please follow to avoid failed meter set fees)**

Before submitting a meter installation request make sure the property is ready for meter installation following the requirements below. A property requesting a water and irrigation/ reclaimed meter must be ready to have both meters installed. All meter sites must be ready to avoid failed meter set fees.

1. Address must be clearly marked on the permit box.
2. Water and irrigation services must be exposed.
3. Before a meter can be set the builder is responsible for having the meter box installed and ready for the meter to be fitted.
4. Meter installation area must be free from trash, clutter, building material, debris, or any other obstruction that would prevent meter installation.
5. Service lines must be pressurized.
6. Location of sidewalks and driveways must be clearly marked.
7. It is the developer's responsibility to protect the meter box and meter during construction. If meters or meter boxes are broken the cost of replacement is the developer's responsibility.
8. Invoicing for damages due to neglect will be paid by the builder prior to release of the certificate of occupancy (CO).
9. It is the developer's responsibility to ensure the water meter box is set to grade with the curb stop facing up and accessible prior to requesting water meters.
10. Service lines serving multi-family and multi-tenant commercial properties must be connected to the meter vault(s) prior to this request form being submitted.
11. Builder installed irrigation systems will require a separate meter.

**Failed Meter Set Fees**

If the meter cannot be set because any of the above items 1 – 11 are not met, a Failed Meter Set Fee shall be assessed as follows:

- Single Family lots \$100 per visit
- Commercial and Multi- Family projects with 8 meters or less: \$100 for the first meter, \$50 for the second meter, \$25 each for the next six meters
- Commercial and Multi-Family projects with over 8 meters: \$300 per building

**By clicking on submit below you agree to the terms and conditions.**

*Note: Invoices will be created within five days and payment is expected upon receipt of invoice. This request will create a permanent account number that will be required when paying for all fees associated with the addresses. Any delinquent charges will delay the new meter request process until the delinquent account(s) is made current.*



*Under Florida Law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.*



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# **Harmony Community Development District**

**Recurring Vandalism to the Gate at Buck Lake**



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# **Harmony Community Development District**

**Deposits for Pavilion and Boat Rentals**



# **Harmony Community Development District**

## **Status of RV Lot Discussions with County**



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# **Harmony Community Development District**

## **Draft Ordinance Regarding Parking in Public Right of Ways**

ORDINANCE # \_\_\_\_\_

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

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

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

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

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

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

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



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

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

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

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

Section 1. Purpose and Intent.

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

Section 2. Definitions of Terms.

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

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

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

Section 3. Dual Rear Wheel Vehicle Parking; Exemptions.

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

Section 4. Parking All Vehicles; Where prohibited.

- A. The parking of any vehicle or trailer shall be prohibited in the following areas:

1. All times of day within the Osceola County Right of Way which is marked by signage as “No Parking,” consistent with the map attached hereto as **Exhibit B**. Funding for the fabrication and installation and maintenance of the “No Parking” signage shall be individually or collectively funded by the County, Harmony Community Development District or the Harmony Homeowners Association, Inc.

**Commented [ME1]:** An alternative to a map is a list of streets, or segments of streets.

2. Within the Osceola County Right of Way between the hours of 11:00 pm and 7:00 a.m., except that passenger cars, pickup trucks with four wheels, dual rear wheel pickup trucks with a one ton or less load capacity and motorcycles may park during such hours.

#### Section 5. Responsibility.

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

#### Section 6. Enforcement

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

#### Section 7. Supplemental Enforcement; Civil Penalty.

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

#### Section 8. Severability.

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

#### Section 9. Conflict.

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

**Section 10. Inclusion Into The Code.**

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

**Section 11. Effective Date.**

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
OSCEOLA COUNTY, FLORIDA

BY: \_\_\_\_\_  
Chairman/Vice-Chairman

OSCEOLA COUNTY CLERK OF THE BOARD

BY: \_\_\_\_\_  
Clerk/Deputy Clerk of the Board

On

\_\_\_\_\_

By

\_\_\_\_\_

**Exhibit A** Legal Description of Harmony

**Exhibit B** Map of No Parking Areas

DRAFT

**Exhibit A**

Legal Description of Harmony

DRAFT

**Exhibit B**

Map of No Parking Areas

DRAFT



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# **Harmony Community Development District**

**District Financial Position and  
Budget to Actual Year to Date**





# Harmony CDD

## August 2025 Financial Report

August 31, 2025

**PFM Group Consulting LLC**

3501 Quadrangle Blvd., Suite 270

Orlando, Florida 32817 Tel:

407-723-5900



**Harmony CDD**  
Statement of Financial Position  
As of 08/31/2025

	General Fund	Debt Service Fund 2014	Debt Service Fund 2015	Long Term Debt Group	Total
<b><u>Assets</u></b>					
<b><u>Current Assets</u></b>					
General Checking Account	\$ 560,316.91				\$ 560,316.91
Money Market Account	426,399.67				426,399.67
Accounts Receivable	10.00				10.00
Investments- Money Market Account	1,143,136.28				1,143,136.28
Prepaid Expenses	6,691.05				6,691.05
Debt Service Reserve - 2014 Bond		\$ 607,312.50			607,312.50
Revenue - 2014 Bond		776,898.35			776,898.35
Prepayment - 2014 Bond		13,226.95			13,226.95
Debt Service Reserve - 2015 Bond			\$ 340,000.00		340,000.00
Revenue - 2015 Bond			344,407.44		344,407.44
Prepayment - 2015 Bond			93,927.38		93,927.38
Total Current Assets	\$ 2,136,553.91	\$ 1,397,437.80	\$ 778,334.82	\$ -	\$ 4,312,326.53
<b><u>Investments</u></b>					
Amount Available in Debt Service Funds				\$ 2,175,772.62	\$ 2,175,772.62
Amount To Be Provided				8,509,227.38	8,509,227.38
Total Investments	\$ -	\$ -	\$ -	\$ 10,685,000.00	\$ 10,685,000.00
<b>Total Assets</b>	<b>\$ 2,136,553.91</b>	<b>\$ 1,397,437.80</b>	<b>\$ 778,334.82</b>	<b>\$ 10,685,000.00</b>	<b>\$ 14,997,326.53</b>
<b><u>Liabilities and Net Assets</u></b>					
<b><u>Current Liabilities</u></b>					
Accounts Payable	\$ 8,363.46				\$ 8,363.46
Total Current Liabilities	\$ 8,363.46	\$ -	\$ -	\$ -	\$ 8,363.46
<b><u>Long Term Liabilities</u></b>					
Revenue Bonds Payable - Long-Term				\$ 10,685,000.00	\$ 10,685,000.00
Total Long Term Liabilities	\$ -	\$ -	\$ -	\$ 10,685,000.00	\$ 10,685,000.00
<b>Total Liabilities</b>	<b>\$ 8,363.46</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,685,000.00</b>	<b>\$ 10,693,363.46</b>
<b><u>Net Assets</u></b>					
Current Year Net Assets, Unrestricted	\$ 272,681.10				\$ 272,681.10
Net Assets - General Government	1,302,084.08				1,302,084.08
Current Year Net Assets - General Government	553,425.27				553,425.27
Net Assets, Unrestricted		\$ 1,392,530.67			1,392,530.67
Current Year Net Assets, Unrestricted		4,907.13			4,907.13
Net Assets, Unrestricted			\$ 742,867.73		742,867.73
Current Year Net Assets, Unrestricted			35,467.09		35,467.09
<b>Total Net Assets</b>	<b>\$ 2,128,190.45</b>	<b>\$ 1,397,437.80</b>	<b>\$ 778,334.82</b>	<b>\$ -</b>	<b>\$ 4,303,963.07</b>
<b>Total Liabilities and Net Assets</b>	<b>\$ 2,136,553.91</b>	<b>\$ 1,397,437.80</b>	<b>\$ 778,334.82</b>	<b>\$ 10,685,000.00</b>	<b>\$ 14,997,326.53</b>



**Harmony CDD**  
Statement of Activities  
As of 8/31/2025

	General Fund	Debt Service Fund 2014	Debt Service Fund 2015	Long Term Debt Group	Total
<b>Revenues</b>					
On-Roll Assessments	\$ 2,851,754.31				\$ 2,851,754.31
Assessment - Refund and Discounts	(79,517.90)				(79,517.90)
Garden Lot	1,196.19				1,196.19
Access Keys	1,280.00				1,280.00
Insurance Reimbursements	14,419.16				14,419.16
Inter-Fund Transfers In	352,199.00				352,199.00
On-Roll Assessments - 2014 Bond		\$ 1,191,967.88			1,191,967.88
Assessments - Prepayment		12,129.92			12,129.92
Assessment Refund / Discounts		(33,236.64)			(33,236.64)
On-Roll Assessments - 2015 Bond			\$ 519,495.72		519,495.72
Other Assessments - Prepayment			203,039.29		203,039.29
Assessment Refund / Discounts			(14,485.54)		(14,485.54)
Total Revenues	\$ 3,141,330.76	\$ 1,170,861.16	\$ 708,049.47	\$ -	\$ 5,020,241.39
<b>Expenses</b>					
Supervisor Fees	\$ 11,800.00				\$ 11,800.00
FICA Expense	984.90				984.90
Trustee Services	10,393.63				10,393.63
Management	65,383.18				65,383.18
Field Management	345,167.90				345,167.90
Engineering	49,020.85				49,020.85
Assessment Collection Cost	55,519.01				55,519.01
Disclosure Agent	2,000.00				2,000.00
Property Appraiser	554.15				554.15
District Counsel	93,551.04				93,551.04
Audit	4,850.00				4,850.00
Arbitrage Calculation	1,200.00				1,200.00
Postage & Shipping	187.56				187.56
Legal Advertising	2,224.29				2,224.29
Special Assessment Fees	9,360.00				9,360.00
Reserve - Other	3,969.00				3,969.00
Miscellaneous / Contingency	925.00				925.00
Meeting Room	3,187.50				3,187.50
Dues, Licenses, and Fees	175.00				175.00
Security Enhancements	5,862.38				5,862.38
Electric	29,197.86				29,197.86
Refuse Removal	4,614.59				4,614.59
Water-Sewer	290,621.92				290,621.92
Amenity - Pool Maintenance	53,845.65				53,845.65
General Liability Insurance	26,543.10				26,543.10
Irrigation	22,577.67				22,577.67
Pond Maintenance	3,587.50				3,587.50
Landscaping Maintenance & Material	660,352.01				660,352.01
Tree Trimming	21,597.57				21,597.57
Miscellaneous / Contingency	43,798.22				43,798.22
Parks & Facilities	80,337.71				80,337.71
Garden Lot Expenses	58.27				58.27
Streetlights	103,225.08				103,225.08
Roads & Alleyway	9,470.00				9,470.00
Inter-Fund Transfers	352,199.00				352,199.00
Collection Agent - 2014 Bond		\$ 23,205.67			23,205.67
Principal Prepayment - 2014 Bond		65,000.00			65,000.00
Principal Payments - 2014 Bond		755,000.00			755,000.00
Interest Payments - 2014 Bond		382,012.50			382,012.50
Collection Agent - 2015 Bond			\$ 10,113.77		10,113.77
Principal Payments - 2015 Bond			180,000.00		180,000.00
Principal Payments - 2015 Bond			280,000.00		280,000.00
Interest Payments - 2015 Bond			233,921.88		233,921.88
Total Expenses	\$ 2,368,341.54	\$ 1,225,218.17	\$ 704,035.65	\$ -	\$ 4,297,595.36
<b>Other Revenues (Expenses) &amp; Gains (Losses)</b>					
Interest Income	\$ 47,019.58				\$ 47,019.58
Interest - Tax Collector	6,097.57				6,097.57
Interest Income		\$ 59,264.14			59,264.14
Interest Income			\$ 31,453.27		31,453.27
Total Other Revenues (Expenses) & Gains (Losses)	\$ 53,117.15	\$ 59,264.14	\$ 31,453.27	\$ -	\$ 143,834.56
<b>Change In Net Assets</b>	\$ 826,106.37	\$ 4,907.13	\$ 35,467.09	\$ -	\$ 866,480.59
<b>Net Assets At Beginning Of Year</b>	\$ 1,302,084.08	\$ 1,392,530.67	\$ 742,867.73	\$ -	\$ 3,437,482.48
<b>Net Assets At End Of Year</b>	\$ 2,128,190.45	\$ 1,397,437.80	\$ 778,334.82	\$ -	\$ 4,303,963.07



**Harmony CDD**  
**Budget to Actual**  
**For the Month Ending 8/31/2025**

	YTD Actual	YTD Budget	YTD Variance	FY 2025 Adopted Budget	Percentage Spent
<b>Revenues</b>					
Interest Income	\$ 47,019.58	\$ 27,500.00	\$ 19,519.58	\$ 30,000.00	156.73%
Interest - Tax Collector	6,097.57	-	6,097.57	-	
On-Roll Assessments	2,851,754.31	2,616,210.63	235,543.68	2,854,048.00	99.92%
Assessment - Refund and Discounts	(79,517.90)	(104,648.50)	25,130.60	(114,162.00)	69.65%
Garden Lot	1,196.19	1,100.00	96.19	1,200.00	99.68%
Facility Rental Revenue	-	550.00	(550.00)	600.00	0.00%
Access Keys	1,280.00	1,100.00	180.00	1,200.00	106.67%
Insurance Reimbursements	14,419.16	-	14,419.16	-	0.00%
<b>Net Revenues</b>	<b>\$ 2,842,248.91</b>	<b>\$ 2,541,812.13</b>	<b>\$ 300,436.78</b>	<b>\$ 2,772,886.00</b>	<b>102.50%</b>
<b>EXPENDITURES</b>					
<b>Administration Expenses</b>					
Supervisor Fees	\$ 11,800.00	\$ 12,833.37	\$ (1,033.37)	\$ 14,000.00	84.29%
FICA Expense	984.90	981.75	3.15	1,071.00	91.96%
Trustee Services	10,393.63	9,313.37	1,080.26	10,160.00	102.30%
Management	65,383.18	67,345.63	(1,962.45)	73,468.00	89.00%
Engineering	49,020.85	64,166.63	(15,145.78)	70,000.00	70.03%
Assessment Collection Cost	55,519.01	52,323.37	3,195.64	57,081.00	97.26%
Disclosure Agent	2,000.00	1,375.00	625.00	1,500.00	133.33%
Property Appraiser	554.15	359.37	194.78	392.00	141.36%
District Counsel	93,551.04	55,000.00	38,551.04	60,000.00	155.92%
Recording Secretary	-	4,084.63	(4,084.63)	4,456.00	0.00%
Audit	4,850.00	4,583.37	266.63	5,000.00	97.00%
Arbitrage Calculation	1,200.00	1,100.00	100.00	1,200.00	100.00%
Postage & Shipping	187.56	916.63	(729.07)	1,000.00	18.76%
Legal Advertising	2,224.29	1,100.00	1,124.29	1,200.00	185.36%
Special Assessment Fees	9,360.00	8,580.00	780.00	9,360.00	100.00%
Miscellaneous / Contingency	925.00	-	925.00	-	0.00%
Meeting Room	3,187.50	6,875.00	(3,687.50)	7,500.00	42.50%
General Liability Insurance	26,543.10	24,750.00	1,793.10	27,000.00	98.31%
Dues, Licenses, and Fees	175.00	160.38	14.62	175.00	100.00%
<b>Total Administration Expenses</b>	<b>\$ 337,859.21</b>	<b>\$ 315,848.50</b>	<b>\$ 22,010.71</b>	<b>\$ 344,563.00</b>	<b>98.05%</b>
<b>Field Expenses</b>					
Field Management	\$ 345,167.90	\$ 354,827.00	\$ (9,659.10)	\$ 387,084.00	89.17%
<b>Total Field Expenses</b>	<b>\$ 345,167.90</b>	<b>\$ 354,827.00</b>	<b>\$ (9,659.10)</b>	<b>\$ 387,084.00</b>	<b>89.17%</b>
<b>Landscape Services</b>					
Irrigation	\$ 22,577.67	\$ 27,500.00	\$ (4,922.33)	\$ 30,000.00	75.26%
Landscaping Maintenance & Material	660,352.01	767,927.38	(107,575.37)	837,740.00	78.83%
Tree Trimming	21,597.57	36,666.63	(15,069.06)	40,000.00	53.99%
Miscellaneous / Contingency	43,798.22	45,834.25	(2,036.03)	50,000.00	87.60%
<b>Total Landscape Services</b>	<b>\$ 748,325.47</b>	<b>\$ 877,928.26</b>	<b>\$ (129,602.79)</b>	<b>\$ 957,740.00</b>	<b>78.13%</b>
<b>Utility Expenses</b>					
Electric	\$ 29,197.86	\$ 39,416.63	\$ (10,218.77)	\$ 43,000.00	67.90%
Streetlights	103,225.08	136,583.37	(33,358.29)	139,000.00	74.26%
Water-Sewer	290,621.92	201,666.63	88,955.29	220,000.00	132.10%
<b>Total Utility Expenses</b>	<b>\$ 423,044.86</b>	<b>\$ 377,666.63</b>	<b>\$ 45,378.23</b>	<b>\$ 402,000.00</b>	<b>105.24%</b>
<b>Operation &amp; Maintenance</b>					
Refuse Removal	\$ 4,614.59	\$ 3,208.37	\$ 1,406.22	\$ 3,500.00	131.85%
Amenity - Pool Maintenance	53,845.65	55,000.00	(1,154.35)	60,000.00	89.74%
Pond Maintenance	3,587.50	91,666.63	(88,079.13)	100,000.00	3.59%
Roads & Alleyway	9,470.00	1,833.37	7,636.63	2,000.00	473.50%
Sidewalk Panel Repair & Replacements	-	18,333.37	(18,333.37)	20,000.00	0.00%
Parks & Facilities	80,337.71	41,250.00	39,087.71	45,000.00	178.53%
Garden Lot Expenses	58.27	1,833.37	(1,775.10)	2,000.00	2.91%
Invasive Plant Maintenance	-	96,250.00	(96,250.00)	105,000.00	0.00%
Security Enhancements	5,862.38	5,500.00	362.38	6,000.00	97.71%
Repair & Maintenance - Streetlights	-	13,750.00	(13,750.00)	15,000.00	0.00%
Repair & Maintenance - Vehicles	-	-	-	10,000.00	0.00%
Repair & Maintenance - Equipment / Boats	-	9,166.63	(9,166.63)	10,000.00	0.00%
Capital Outlay - Vehicles	-	13,750.00	(13,750.00)	15,000.00	0.00%
Operating Supplies - Fuel, Oil, etc.	-	7,333.37	(7,333.37)	8,000.00	0.00%
Reserve - Other	3,969.00	256,666.63	(252,697.63)	280,000.00	1.42%
<b>Total Operation &amp; Maintenance</b>	<b>\$ 161,745.10</b>	<b>\$ 615,541.74</b>	<b>\$ (453,796.64)</b>	<b>\$ 681,500.00</b>	<b>23.73%</b>
<b>Total Expenditures</b>	<b>\$ 2,016,142.54</b>	<b>\$ 2,541,812.13</b>	<b>\$ (525,669.59)</b>	<b>\$ 2,772,887.00</b>	<b>72.71%</b>
Excess (deficiency)	\$ -	\$ -	\$ -	\$ (1.00)	
	\$ -	\$ -	\$ -	\$ (1.00)	
<b>Net Income (Loss)</b>	<b>\$ 826,106.37</b>	<b>\$ -</b>	<b>\$ 826,106.37</b>	<b>\$ -</b>	



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# **Harmony Community Development District**

**Turf Report from TruGreen**



5065 - ORLANDO EAST, FL  
2175 N FORSYTH RD  
ORLANDO, FL, 32807  
(407)657-3400

Master Form #:

Work order #: WO8176442266

**CUSTOMER SERVICE INFORMATION**

UNITED LAND SERVICES - N ORLANDO  
5065-7008780149-L# Harmony CDD -L# Harmony CDD  
3500 HARMONY SQUARE DR W  
HARMONY, FL, 34773  
HOME: (407)515-7251

**SPECIALIST INFORMATION**

TRUCK ID: 118360  
SPECIALIST: 209985-TYLER DOUGLAS  
  
SUPERVISOR: NEWBERRY, EARL  
LICENSE # JF160856

**CUSTOMER BILLING INFORMATION**

UNITED LAND SERVICES - N ORLANDO  
12276 SAN JOSE BLVD STE 747  
JACKSONVILLE, FL, 32223  
HOME: (407)515-7251

**CONDITIONS**

START:  
TEMP: 73 ° F  
WIND: 2.2 MPH SSW

TODAY'S SERVICE	DESCRIPTION	PROPERTY SQFT	DATE	TIME
TruYou Lawn Plan	Lawn Service	725000 sqft	8/26/2025	3:46 PM

**COMMENTS**

- We hope that with today's treatment you can better live life outside, thank you for trusting us to take care of your landscape. I've left my notes below.

**WHAT I DID AND WHAT TO EXPECT**

- Today I applied liquid fertilizer with iron and insect control. This will thicken your lawn, enhance its green color and help control turf damaging insects.
- Today, I treated for broadleaf weeds and sedge in your lawn. You should see these weeds begin to discolor and decline in 14-21 days.
- Today, I treated for broadleaf weeds in your lawn. You should see weeds begin to discolor and decline in 14-21 days.

**WHAT I NOTICED**

- To learn about our mowing & watering best practices, please visit [TruGreen.com/AfterCare](https://www.trugreen.com/AfterCare)

- Thank you for your business! Please keep an eye out for a message following today's application containing a link to our post-service survey.

PRODUCTS APPLIED		TOTAL VOLUME	SQFT
METHOD:	BLACKOUT MIX + MICROS + TALSTAR Spray, 0.50 GAL/1000 SQFT	362.50 GAL	725000
AREAS:	Entire Area		
PRODUCTS:	TALSTAR PROFESSIONAL (BIFENTHRIN) EPA# 279-3206		
	RATE: 1.0000 FLOZ/1000 SQFT		
	APPLIED AMT: 725.0000 FLOZ		
	0-0-15 (POTASSIUM) EPA#		
	RATE: 0.1587 GAL/1000 SQFT		
	APPLIED AMT: 115.0287 GAL		
	AXIOM MICROBLEND (IRON,SULFUR,MAGNESIUM,MANGANESE) EPA#		
	RATE: 0.0086 GAL/1000 SQFT		
	APPLIED AMT: 6.2415 GAL		
METHOD:	BROADLEAF & SEDGE WEED CONTROL Spray, 1.00 GAL/1000 SQFT	725.00 GAL	725000
AREAS:	Entire Area		
PRODUCTS:	DISMISS (SULFENTRAZONE) EPA# 279-3295		
	RATE: 0.1377 FLOZ/1000 SQFT		
	APPLIED AMT: 99.8622 FLOZ		

METHOD:	MANOR BACKPACK MIX-N-GO	725.00 GAL	725000
AREAS:	Spray, 1.00 GAL/1000 SQFT		
PRODUCTS:	Entire Area		
	MANOR (METSULFURON METHYL) EPA# 228-373		
	RATE: 0.0115 OZ/1000 SQFT		
	APPLIED AMT: 8.3295 OZ		

**PRECAUTIONS**

Please keep children and pets off lawn and away from landscapes until dust has settled or sprays have dried.

***Thank you for your business!***

***Please note: This is not an invoice. For billing questions, please call 1-866-TRUGREEN.***



# **Harmony Community Development District**

**Proposals from ULS**





## Proposal #187404

Date: 9/8/2025

PO #

Alex Martinez

### Customer:

Cyrils Billing

### Property:

Harmony CDD  
3500 Harmony Sq Dr W  
Harmony, 34773

## 2" 1/2 mainline break

The location of this break is next to 3303 cat brier.

Heavy root area next to tree.

### Repairs Proposed \$733.00

Items	Quantity	Unit	Price/Unit	Price
<b>Irrigation Repair</b>				<b>\$733.00</b>
Material / Labor	1.00	ea	\$733.00	\$733.00
<b>PROJECT TOTAL:</b>				<b>\$733.00</b>

### Terms & Conditions

By \_\_\_\_\_

Alex Martinez

Date 9/8/2025

United Land Services

By \_\_\_\_\_

Date \_\_\_\_\_

Harmony CDD

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## Proposal #187406

Date: 9/8/2025

PO #

Alex Martinez

### Customer:

Cyrils Billing

### Property:

Harmony CDD  
3500 Harmony Sq Dr W  
Harmony, 34773

## Harmony Middle Brook PL Playground



The wires coming from the controller are expose in so many places.

got the valves all together, installing a 4-station hunter node with new solenoids and new valve boxes. Whit this action we can take care the irrigation problem around the playground

### Repairs Proposed

**\$1,201.85**

Items	Quantity	Unit	Price/Unit	Price
<b>Irrigation Repair</b>				<b>\$1,201.85</b>
Valve box 12'	1.00	ea	\$252.00	\$252.00
4 DC Solenoid	1.00	ea	\$187.85	\$187.85
4 Station Hunter Node	1.00	ea	\$372.00	\$372.00
Labor Install	6.00	ea	\$65.00	\$390.00
<b>PROJECT TOTAL:</b>				<b>\$1,201.85</b>

**Terms & Conditions**

By \_\_\_\_\_

**Alex Martinez**

Date 9/8/2025

**United Land Services**

By \_\_\_\_\_

Date \_\_\_\_\_

**Harmony CDD**

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## Proposal #187407

Date: 9/8/2025

PO #

Alex Martinez

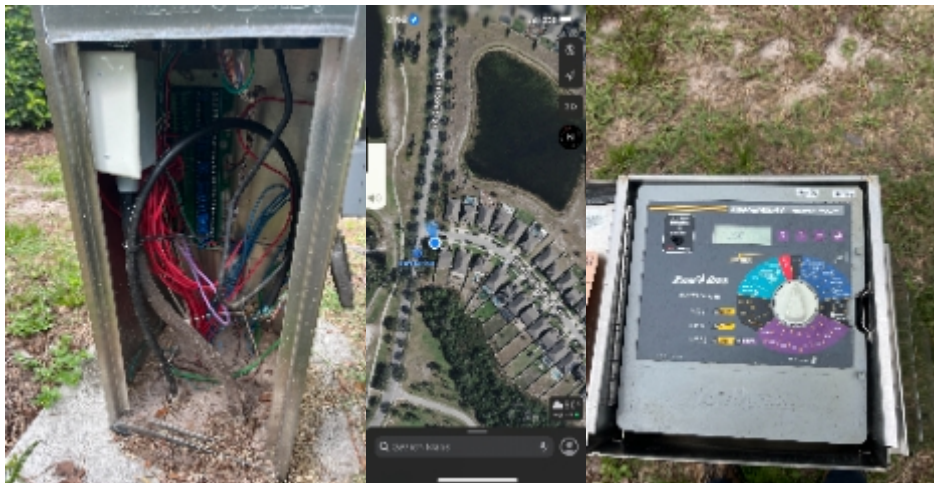
### Customer:

Cyrils Billing

### Property:

Harmony CDD  
3500 Harmony Sq Dr W  
Harmony, 34773

## Timer at Five oaks Dr / Feather grass CT



Timer needs to be replaced. i change the fuse 2 times when i was on site and burn them. 3

They are 9 to 10 zones not reading any ohms, but we need to change the timer first.

### Repairs Proposed

**\$997.98**

Items	Quantity	Unit	Price/Unit	Price
<b>Irrigation Repair</b>				<b>\$997.98</b>
20 Zones Hunter Proc C	1.00	ea	\$997.98	\$997.98
<b>PROJECT TOTAL:</b>				<b>\$997.98</b>

**Terms & Conditions**

By \_\_\_\_\_  
                    **Alex Martinez**  
Date               **9/8/2025**  
                    \_\_\_\_\_  
                    **United Land Services**

By \_\_\_\_\_  
Date \_\_\_\_\_  
                    **Harmony CDD**

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## Proposal #187408

Date: 9/8/2025

PO #

Alex Martinez

### Customer:

Cyrils Billing

### Property:

Harmony CDD  
3500 Harmony Sq Dr W  
Harmony, 34773

## Timer outside gate of South Lake

Troubleshoot zones 1, 2, 7, 10, 11, 16, 17, and 18. we also have a stuck valve around the pond, but the valve needs to be found to replace.

### Repairs Proposed \$780.00

Items	Quantity	Unit	Price/Unit	Price
<b>Irrigation Repair</b>				<b>\$780.00</b>
Troubleshoot for zones down and stuck valve	12.00	ea	\$65.00	\$780.00
<b>PROJECT TOTAL:</b>				<b>\$780.00</b>

### Terms & Conditions

By \_\_\_\_\_

Alex Martinez

Date 9/8/2025

United Land Services

By \_\_\_\_\_

Date \_\_\_\_\_

Harmony CDD



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# **Harmony Community Development District**

## **Berman Inspection Report**



# **Harmony Community Development District**

## **Berman Landscape Report**



# **Harmony Community Development District**

## **Status of Inventory List of District Personal Property**



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# **Harmony Community Development District**

## **Status of Proposals for Dock Repair**





# THE DOCK EXPERTS

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**Prepared For:**  
**Jonathan Soto**

**Prepared for:**  
**Jonathan Soto**  
**689-465-9817**  
**gmharmony@bermancorp.com**  
**1724 Harmony Square S**  
**Harmony Florida 34773**

**Prepared by:**  
**The Dock Experts**  
**CGC1527192 & SCC131152145**  
**Thomas Brooks321-537-7358**  
**tbrookssr@dockexperts.com**  
**2137 US Hwy 1 Ste. 102**  
**Rockledge, Florida 32955**



## Mission Statement

We're excited to bring this business to our community. Our mission is to be the most trusted and referred marine contractor in the industry. Our objective is simple: show up on time, charge fair prices, deliver quality work, and stand behind our products.

## Dock Products

Your dock would not be complete without the perfect accessories. From dock lighting and power pedestals to dock boxes and dock ladders, the professionals at The Dock Experts can help you decide what you need to accommodate your dock. Thanks to the large variety of options and styles that The Dock Experts offers, you can be sure your dock will be perfect.

## About Us

The Dock Experts, LLC was founded by several local business leaders who recognized the growing need for a higher standard of customer education, service and work quality in the marine construction industry. Our owners all have professional experience in the marine industry, finance, insurance and construction. The Dock Experts team members all live locally and care about our community. Our goal is to be the most trusted and referred name in marine construction.

## Scope Of Work

### "Exhibit A"

### Phase 1- Dock Repair

Item:	Price	EST QTY	Subtotal
Service Call- 50 Miles \$275	\$275.00	1	\$275.00
Remove Existing Decking To Access Damaged Framing And 6x6 Pilings (4)-Hours labor @ \$225 per hour *Hours are Estimated, Actual to be determined on Site*	\$225.00	4	\$900.00

Repair and Replace Framing and Pilings as needed To support Dock (8)- Hours @ \$225 per hour *Hours are estimated, Actual hours to be determined on site*	\$225.00	8	\$1,800.00
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**Phase 1 Total                    \$2,975.00**

**Phase 2 - Materials**

Item:	Price	EST QTY	Subtotal
Materials Estimate: \$450 *Actual amount to be determined on site*	\$450.00	1	\$450.00

**Phase 2 Total                    \$450.00**

**Sub Total:\$3,425.00**

**Less 50% Deposit: \$1,713.00**

**Balance: \$1,712.00**

**Agreement**

THIS AGREEMENT (the “Agreement”) is made as of 09 / 18 / 2025, by and between The Dock Experts, LLC (the “Contractor”), and Jonathan Soto (the “Owner”).

**RECITALS**

A. Owner is the fee simple owner of real property located at 1724 Harmony Square S Harmony Florida 34773(the “Property”). Owner desires to construct certain improvements or make certain repairs on the Property (the “Project”) in accordance with certain plans and specifications (the “Plans and Specifications”) prepared and furnished by either: The Dock Experts, LLC (the "Contractor"); the qualified architect or engineer of the Contractor; or the qualified architect or engineer of the Owner, and Contractor desires to perform the Work (as hereinafter defined) to complete the Project, in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Owner and the Contractor, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, agree as follows:

1. **Scope of the Work.** The term "Work" means the construction and services required by this Agreement, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. A detailed summary of Work to be performed on the Property in accordance with this Agreement is set forth in the Scope of Work, which is set forth above as Exhibit “A”. Anything shown or described in the Plans and Specifications which is not specifically



and expressly included in **Exhibit "A"** is excluded from the Work. Work may constitute the whole or a part of the Project. The Contractor shall furnish all of materials and equipment and perform all of the Work as specified in the Scope of Work either directly or through subcontractors selected by the Contractor in its reasonable discretion. The Scope of Work is the final agreement and understanding of the parties as to what Work will be performed on the Property by Contractor. The Scope of Work may be modified if agreed upon by Contractor and Owner in writing. A modification to the Scope of Work may require an additional proposal and additional charge(s) above the Contract Sum herein.

Owner acknowledges that Contractor shall not be responsible for any removal, replacement, repairs or damage to landscaping; utilities; unknown, unseen, hidden or buried obstructions; or damage to any improvements or structures in the location of the work areas located on the Property. If hard bottom conditions are encountered during any pile placement activities and Contractor must punch into the bottom prior to driving in the pilings, additional charges in excess of the Contract Sum shall be charged to Owner.

2. **Time of Commencement & Completion.** Contractor shall commence the Work within 9 months from: (a) the date that this Agreement is executed; (b) all required permits and other governmental approvals have been issued; and (c) owner records the appropriate Notice of Commencement (the date upon which Contractor begins to prosecute the Work shall be referred to herein as the "Start Date"). Contractor shall substantially complete the Work within 6 months of the Start Date.

3. **Substantial Completion.** Substantial Completion is the stage in the progress of the Work as set forth in the Scope of Work, when the Work or designated portion thereof is sufficiently complete. When the Contractor determines that all of the Work is substantially complete, in its sole discretion, the Contractor shall so notify the Owner. Warranties set forth herein shall commence on the date of Substantial Completion of the Work. Within 5 days of Contractor's achieving substantial completion of the Work, the Owner shall prepare and submit to Contractor a single "punchlist" of corrective and completion work for Contractor to complete. In the event that Owner fails to list an item in the punchlist, Owner waives its right to demand Contractor perform any repair or correction as to such omitted item. Owner shall not be entitled to withhold final payment due to incomplete punchlist work.

#### 4. **Contract Sum.**

a. **Contract Sum.** The estimated Contract Sum is **\$3,425.00** as is further detailed on Exhibit "A". This Agreement is based exclusively on unit pricing. Any quantities, sums, totals and subtotals shown are merely estimates, which are subject to adjustment as needed. You agree to pay Contractor for the actual quantities furnished to the Project as is further detailed on Exhibit "A".

b. **Payment Schedule.** Contractor shall require a deposit of **50% (the "Deposit")** upon signing this Agreement. The Deposit shall be non-refundable in the event of a default by Owner. Upon substantial completion of each phase or partial phase of the Project as detailed in the Scope of Work or upon delivery of materials to be installed in the Project, Contractor shall submit to Owner a payment request ("Payment Request"), which shall specify the Work that has been completed, and/or materials furnished to date and the amount of the Contract Sum to be paid by Owner to Contractor ("Amount Currently Owed"). Payments due and unpaid under this Agreement shall bear interest from the date the payment is due at the prevailing legal rate from time to time at the place where the Project is located. Owner's obligation to timely pay Contractor the Amount Currently Owed shall, under no circumstances, be conditioned upon any inspections and/or approvals of the Work by any applicable municipality/government. A convenience fee is charged for handling and processing credit card payments. Notwithstanding anything to the contrary herein, the cost of the boat lift [referred to in Exhibit "A"] shall be payable by Owner to Contractor on or before the date of the delivery of the boat lift from the manufacturer to either the Contractor's place of business (care of Owner) or directly to the Premises, as Contractor shall deem appropriate. Contractor shall use its commercially reasonable efforts to notify Owner of the delivery date of the boat lift by text message, e-mail or phone. If Owner pays for the cost of the boat lift on the date of delivery, such payment must be made in strict compliance with Contractor's payment directions. Failure of the Owner to timely pay Contractor for the cost of the boat lift shall be a default under this Agreement. Contractor shall not be responsible for any delay(s) in the completion of the Project due to Owner's failure or delay in the payment of the cost of the boat lift as required herein.

c. **Releases of Liens.** If applicable and upon Owner's request made at the time of Owner's payment in full of a Payment Request, Contractor shall provide Owner with a partial release of lien for such Work covered by that Payment Request. If applicable and upon Owner's request made at the time of Owner's payment in full of the Contract Sum, and provided all prior Payment Requests and any other costs arising under this Contract have been paid in full by Owner, Contractor shall provide Owner with the Final Release of Lien from all subcontractors who provided work on the Project.

d. **Permit Fees and Costs/Out of Pocket Expenses.** Unless otherwise agreed in writing, Owner, with Contractor's assistance, shall secure and pay for all necessary permits (including permitting fees), approvals, easements, assessments and other charges required for the performance of the Work. The Scope of Work may include an allowance for permitting expenses expected to be incurred by Contractor. Owner shall be responsible for the payment of all reasonable governmental/municipal permit fees and costs and any out of pocket expenses (not contemplated in the Scope of Work) incurred by Contractor in connection with Contractor's assistance in obtaining such permit(s), approvals and/or easements. Any permit fees and costs and any out of pocket expenses incurred by Contractor shall be paid by Owner to Contractor in full within five (5) calendar days from the date Contractor provides Owner with an invoice for such fees, costs and expenses. Contractor shall not be responsible for any delays caused from Owner's delay or inability to obtain all necessary permits (including permitting fees), approvals and easements required for the performance of the Work.

5. **Changes and Determinations by Contractor.** Owner agrees to cooperate with the Contractor in Contractor's efforts to obtain any required permits. Owner is responsible for any unforeseen costs or fees incurred by Contractor in the performance of the Project that are not included in the Contract Sum. Contractor reserves the right to make such changes and/or substitutions in the Work as may be necessary because of the unavailability of materials or equipment through Contractor's ordinary and usual sources of supply or as may be required by law, provided the substitutions are of equal or better quality to those specified in the Scope of Work, at Contractor's discretion.

The contract price for this construction project has been calculated based on the current prices for the component building materials. However, the market for the building materials that are hereafter specified is considered to be volatile and sudden price increases could occur. The Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers. However, in the event of significant delay or price increase of material occurring during the performance of the Agreement through no fault of the Contractor, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order in accordance with the procedures of this Agreement. A change in price of an item of material shall be considered significant when the price of an item increases by at least ten percent (10%) between the date of this contract and the date of installation.

6. **Delays in Work.** Owner acknowledges that there may be unforeseen delays in Contractor's performance of the Work, including, without limitation, any of the following: (i) governmental restrictions on manufacture, sale, distribution, and/or use of necessary materials; (ii) strikes, lockouts, fire, floods, hurricanes, earthquakes or other acts of God, military operations and requirements, national emergencies, (iii) failure of necessary utilities to be installed to service the Property; (iv) act or neglect of Owner or an employee or agent thereof; (v) act or neglect of a separate contractor employed by Owner; (vi) unavoidable casualties or other causes beyond the Contractor's reasonable control; (vii) Owner selection delay; and/or (viii) any and all delays or setbacks caused by Owner or an employee or agent of Owner.

7. **Insurance.** Contractor shall obtain and maintain all forms of insurance required by law in the State of Florida for the performance of the Work. The Contractor shall also maintain insurance coverage for comprehensive general liability and workers' compensation.

Owner shall procure and maintain in effect during the term of this Contract the following insurance in companies satisfactory to Contractor, certificates of which shall be furnished to Contractor if such a demand is made by Contractor:

Property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent change order and cost of materials supplied or installed by others, and in any event no less than the total value of the improvements for the entire Subject Property on a replacement cost basis without optional deductibles. The property insurance obtained by Owner shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Contractor's services and expenses required as a result of such insured loss.

8. **Ownership; Documentation from Owner.** The Owner represents that the only holder of any right, title or interest in the Property is the Owner and that Owner is fully authorized to contract for the Work described herein, approve the Work and pay for same without violating any other agreement, instrument, document or restriction affecting the Property. Upon reasonable request by Contractor, Owner shall pay for and furnish to Contractor all surveys for the Property. Any property records, including without limitation, easements for permanent structures or permanent changes in existing facilities, shall be secured and paid for by the Owner.

9. **Default; Right to Terminate Agreement.** Contractor may, upon ten (10) days' notice to Owner, terminate this Agreement upon the occurrence of the following events:

- a. Work is stopped by any public authority for a period of sixty (60) days or more, through no fault of the Contractor;
- b. Work is stopped through act or neglect of the Owner or an employee or agent thereof for a period of fifteen (15) days or more;
- c. Owner fails to promptly pay the Contractor when such payment is due;
- d. Owner fails to perform any of Owner's obligations under the Agreement and such failure continued after Contractor has notified Owner in writing of any such failure to perform and provided Owner a fifteen (15) day right to cure; or
- e. Work is stopped for any reason for a period of more than fifteen (15) consecutive days, through no act or fault of the Contractor, without reasonable justification.

In the event Contractor elects to terminate this Agreement pursuant to this paragraph, then Owner shall be required to pay for all Work executed, including 10% of the Contract Sum and overhead and Contractor shall also be entitled to recover from Owner proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, and damages.

10. **Claims and Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any disputes regarding the subject matter of this Agreement shall be brought exclusively in the state or federal courts located in the county in which the Property is situated. Each party hereby irrevocably submits to personal jurisdiction of said courts, and waives any right to argue that such venue would constitute an improper or inconvenient forum. If suit is brought, the prevailing party shall be entitled to an award of all costs and attorney's fees incurred at all trial and appellate levels and in all supplementary proceedings, including "fees for fees," incurred in proving the amount of fees to which the prevailing party is entitled. Owner agrees that acceptance of a payment or partial payment by Contractor after Owner's default shall not be deemed a waiver by Contractor of any action or right which it may have by reason of such default. Contractor and Owner waive all claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes, but is not limited to the following:

(a) damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation; and

(b) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

**WAIVER OF JURY TRIAL:** CONTRACTOR AND OWNER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE CONTRACTOR AND OWNER ENTERING INTO THIS CONTRACT.

11. **Warranty.** The materials and labor which make up the Work are warranted by Contractor from workmanship and materials defect for a period of Seven (7) year from the date of Substantial Completion. The foregoing warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Owner, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. The foregoing warranty excludes remedy for minor / hairline cracks in any concrete poured structure minor / hairline cracking is considered normal and a part of the curing process and not indicative of a defect. All other warranties are disclaimed and CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BY THIS AGREEMENT ARE THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. CONTRACTS NOT PAID IN FULL FOR THE WORK COMPLETED ARE VOID OF WARRANTY. The warranties expressed herein shall not apply to boat lift installations. The boat lift is an electronic piece of equipment in a highly corrosive environment. The useful life and continued operation of a

boat lift substantially depends on operator's proper operation and maintenance of the boat lift. Upon installation of a boat lift by Contractor, Contractor shall present Owner with a Customer Check Sheet whereby Owner shall immediately return the completed Customer Check Sheet to Contractor. Owner's signature of such Customer Check Sheet shall confirm Owner's inspection and acceptance of the boat lift, as installed. Contractor shall not be responsible for any damage, malfunction or failure of the boat lift or any damages caused by the failure of the boat lift, including, without limitation, damage to personal property, boats and marine equipment. Any work performed or attempted to be performed by anyone other than Contractor or by Contractor's subcontractors or by anyone directly or indirectly employed by any of them which impacts the Work shall void the warranty provided for herein and Contractor shall be released from any of its obligations hereunder. The warranty provided hereunder is made expressly for the benefit of the Owner and is thus not transferable to any other individual or entity. The warranty obligation hereunder shall not exist or apply until Owner has paid Contractor in full for every invoice or Payment Request submitted to Owner, including the final Payment Request, and the Contract Sum is thus paid in full.

12. **Work not performed by Contractor.** Owner shall not authorize or permit any work to be performed or any materials to be installed or supplied in connection with the Project or Work using outside forces or suppliers. In the event Owner supplies fixtures or materials, then Owner shall assume full responsibility for such fixtures or materials, including, without limitation, the inspection of the fixtures or materials. If the materials or fixtures are defective or damaged, Owner shall be responsible for returning the defective items and replacing with properly functioning fixtures and materials.

13. **Restriction on Assignability.** This Agreement is binding upon the successors in interest, assignees, heirs, executors, and administrators of the respective parties, and it is expressly understood and agreed that neither Owner nor Contractor will assign this Contract without the written consent of the other which consent shall not be unreasonably withheld.

14. **Notices.** Any notices required or permitted to be given under this Agreement shall be delivered by hand, by e-mail, or delivered by a nationally recognized overnight delivery service, and addressed as described below; written notices shall be deemed effective only upon receipt or refusal of delivery or, if by e-mail sent after 5:30 p.m. on the next ensuing business day after transmission. Notices to the Contractor shall be delivered to: info@yourdockexperts.com, or in writing to 2670 North Federal Highway, Lighthouse Point, FL 33064. Notices to the Owner shall be delivered to: gmharmony@bermancorp.com, or in writing to the Property address upon completion of each phase or partial phase, unless otherwise specified in writing by Owner or Contractor.

15. **Statutory Notices.**

a. FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: 1940 NORTH MONROE STREET, TALLAHASSEE, FL 32399-0783, PHONE: 850-487-1395.

b. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

16. **Mechanics Lien Law.** Upon reasonable request by Contractor, Owner agrees to execute and record a Notice of Commencement as required by Florida Statutes Chapter 713 and to otherwise fully comply with all provisions of said Chapter 713.

17. **Entire Agreement.** This Agreement contains the entire agreement between the Contractor and Owner and nothing is binding on either party which is not contained in this Agreement. This Agreement is intended to bind the Contractor and Owner and those who succeed to their interests. Any modification to this Agreement shall not be effective unless the same is in writing and signed by both parties. The Exhibits attached hereto are incorporated by reference herein, in their entirety and shall constitute a part of this Agreement for all purposes herein. This Agreement shall supersede and shall not be modified or amended in any way by the printed terms of any purchase order, proposal, quotation or other document which may be issued by either party covering work or services rendered.

18. **Headings.** Section headings in this Agreement are inserted solely for convenience of reference and shall not in any matter affect the meaning or interpretation of any of the provision hereof.

19. **Governing Law.** This Agreement has been executed and delivered in the State of Florida and its validity and interpretation, performance, and enforcement shall be governed and construed in accordance with the laws of the State of Florida.

20. **Enforceability.** In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

21. **Timing.** Any time period provided for in this Agreement which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next full business day.

22. **Inherent Risk.** Owner acknowledges and agrees that pile driving involves an inherent risk of vibration, shaking and noise, which can cause damage to property or disturbance to Owner or occupants of neighboring properties. Despite Contractor's best of intentions, without negligence or fault, losses may result and the Client agrees that the Contractor and its owners, officers, employees and agents, shall not be liable for any cracking, movement, disturbance or other damage or disruption caused by pile driving activities. To the fullest extent permitted by law, Owner expressly agrees to indemnify and hold harmless the Contractor, its subcontractors, materialmen, or agents of any tier or their employees and their respective officers, directors, agents, and employees herein called the "indemnities" from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this paragraph, to persons or property caused in whole or in part by any act, omission, or default by the indemnities, arising out of any pile driving activities, including any such damages caused in whole or in part by any act, omission, or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Owner or Owner's design professional or agents. Provided however that any claim for indemnification for damages caused in whole or in part by any act, omission or default by indemnitee(s) shall be limited to the amount of Owner's insurance or \$1 million per occurrence whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to this Agreement and it is part of the project specifications or the bid documents, if any.

23. **No Interference.** Owner agrees not to interfere with any workmen on the job site and further agrees that all matters pertaining to the Work will only be taken up by Owner directly with Contractor's management, by contacting Contractor's office. It is mutually agreed that no verbal request will be honored or accepted by Contractor and further agreed that oral representations cannot be relied upon as completely stating the representation of Contractor.

24. **Restriction on Entry.** During the course of construction, for the purposes of safety and to maintain the integrity of the construction, Owner's entry on to portions of the Property under construction shall be subject to reasonable restrictions imposed by Contractor, Contractor's insurer or Owner's insurer to accommodate safety during construction. In addition, Owner is required to first provide Contractor reasonable notice of Owner's desire to enter the construction area and Owner shall be thereafter accompanied by a representative of Contractor.

25. **Materials.** Materials and items to be included within the Project are subject to size, color, grain, shading, gradation and quality variations, may vary in accordance with price and availability, may vary from samples, models, or color charts, and may vary from piece to piece, and Contractor will not be liable for such variations, except, however, in all instances, variations shall not exceed industry standards.

This Proposal shall expire, be withdrawn and be of no further force or effect, unless you sign and return this Proposal to The Dock Experts within 30 days of your receipt of the Proposal.

EXECUTED as of the date first written above in several counterparts, each of which shall be deemed an original, but all of which constitute only one agreement.

CONTRACTOR:

THE DOCK EXPERTS, LLC

*Thomas Brooks*

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

Name: Thomas Brooks

Its: Business Development

Dated: 09 / 18 / 2025

OWNERS:

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

Dated: \_\_\_\_\_

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

Dated: \_\_\_\_\_

## Supplement To Agreement

By signing and dating below, Owner acknowledges that he/she has read the foregoing notice provisions:

**ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A**

SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

OWNERS:

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

BLANK PAGE





Now Offering Financing



TrexPRO PLATINUM



Pro-Referral

Invoice #: G 2524202

Date:

8/30/2025

Customer				Contact	
Name:	Harmony CDD			Cell 1:	689 465-9817
Address:	7124 Harmony Square Dr			Office 1:	
	Harmony CDD	FL	34771	Email:	<a href="mailto:gmharmony@bermancorp.com">gmharmony@bermancorp.com</a>
Attn:	Jonathan Soto			Email:	
Job	4X45 Walkway Over Water - TREX Enhance Basics Clam Shell				
Description					

SCOPE OF WORK		TERMS	
Old Deck Demolition, Removal & Disposal		Deposit:	\$ 6,119.00
Marine Grade Ground Contact Lumber			
Galvanized Fasteners		1st Week:	
6X6 Posts			
Carriage Bolts on every Brace		2nd Week:	
TREX Joist Tape			
TREX Enhance Basics Clam Shell Decking Composite Boards		3rd Week:	
Simpson QuikDrive Teflon Coated Screws			
		4th Week:	
		5th Week:	
		Job Completion:	\$ 5,000.00
Permit, Electrical, Plumbing and/or Painting NOT Included		Total:	\$ 11,119.00

Rommel Builders, LLC	Owner / Customer
154 Holderness Dr - Longwood, FL 32779 - 321 228-1776 - rommelbuilders@gmail.com	

Name:	Harmony CDD	G 2524202	8/30/2025
WE HEREBY PROPOSE TO FURNISH MATERIAL & LABOR IN ACCORDANCE WITH ABOVE SPECIFICATIONS			
<p>All material is guaranteed to be as specified. Our work is covered by Liability Insurance.</p> <p>All work to be completed in a workmanlike manner according to standards practices.</p> <p>Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.</p> <p>All agreements are contingent upon strikes, accidents or delays beyond our control.</p> <p>Rommel Builders, LLC provides 1 (one) year craftsmanship warranty.</p> <p>Owner is responsible to carry: fire, vandalism, tornado, storm, and other necessary property insurance.</p> <p>Job completion date subjected to weather conditions.</p>			
ACCEPTANCE OF PROPOSAL			
<p>The above prices, specifications, and conditions are satisfactory and are hereby accepted.</p> <p>Rommel Builders, LLC is authorized to do the work as specified. Payments will be made as outline above.</p> <p>In the event of non-payment, defaulting part agrees to pay 10% interest per month on balance, plus all court costs and legal attorney fees for collecting same. This proposal is valid for 30 days.</p> <p>Please see "TERMS &amp; CONDITIONS" incorporated herein.</p> <p>Pictures taken after job completion could be used as advertisement purpose.</p> <p>A 4% fee will be added to the total for Credit Card payment.</p> <p>This proposal is a legal binding contract once signed</p>			
Rommel Builders, LLC		Owner / Customer	
Notes:			
154 Holderness Dr - Longwood, FL 32779 - 321 228-1776 - rommelbuilders@gmail.com			

## TERMS & CONDITIONS

Name:	Harmony CDD	G 2524202	8/30/2025
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This contract shall constitute a bidding contract for work perform in accordance with all Terms and Conditions, together with all handwritten and printed materials contained in this document, which from the complete bidding contract, and there are no representations or warranties or conditions, expressed or implied, affecting this contract other than as specifically expressed herein, Customer is bound to additional cost incurred for changes made after this contract is signed. If payment is not made as agreed herein, Rommel Builders, LLC, at its option may stop delivery of any materials and cease all work on the job. In this event, all amounts earned by Rommel Builders, LLC for work performed to such date, whether completed or partially completed, shall become immediately due and shall paid by Customer within five (5) days from such date. Title to all materials supplied is hereby retained by Rommel Builders, LLC, until fully paid or not, to satisfy the unpaid balance due.

Claims for any property damages must be made in writing within forty-eight (48) hours. Builders, LLC assumes no liabilities for underground conditions, including but not limited to: sprinkler lines, electrical lines, gas lines, and/or other structures not properly located or defined by Customer.

**Undetermined Conditions:** Conditions not determinable until removal, demolitions, and/or preparation is completed, i.e. cracks on concrete, low areas requiring building and/or foundation work, etc., are not included in this Proposal unless specifically mentioned herein. A separate Change Order will be given when a determination of the additional cost is completed by Rommel Builders, LLC.

Because concrete, soil, and wooden structures inherently move and lack structural integrity, Rommel Builders, LLC does not guarantee against cracks or separation in any decking, docking, Summer Kitchens, Pergolas, and/or framing work. Repairs to the substrata can be provided, and in most cases, at nominal cost.

Because decorative work is unique to each Customer request, any decorative work performed may produce varying results, inconsistencies, and /or imperfections not covered under this contract or otherwise guaranteed by Rommel Builders, LLC.

Texture and color variations may occurs between material, paints, and/or coloring agents used in any of the work performed by Rommel Builders, LLC, however, the textures and colors are as close to the desired results as possible. Decorative work may also exhibit coloring and texture variations between materials, paints ad/or coloring agents. Variations may occurs but are normal and to be expected and are withing the industry standards.

Each decorative work requested made by Customer is custom crafted and has unique characteristics.

All materials and goods sold under this contract agreement are guaranteed to be within industry standards. Rommel Builders, LLC make no warranty of any kind, expressed or implied, except that the goods sold under this Agreement shall not be of standard quality, and customer assumes all risk and liability resulting from the use and/or installation of the goods.

Any broken or damage materials installed by Rommel Builders, LLC will be replaced if a claim is made in written to Rommel Builders, LLC within five (5) days from the date of installation.

Any such claim will not constitute a reason for delaying payment.

All sales are made in accordance with manufacturer/supplier's samples, which Customers covenants he has seen and approved. No guarantee of exact texture, color, or shape is made.

Upon acceptance of this Proposal, the undersigned agrees to and shall be liable for all costs of collections, including attorney's fees (including trials and/or appeals) if the balance due requires the legal request of an attorney and/or collection agency. Customer shall pay such fees as Rommel Builders, LLC may impose from time to time by notice to Customer (Including, by way for example only, late payments fees, administration fees, etc.) with Rommel Builders, LLC to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Rommel Builders, LLC a fee of \$100 (which Rommel Builders, LLC may increase from time to time by notice to Customer) for each check and/or payment submitted by Customer that is an insufficient funds check or is returned or dishonored, which amount Rommel Builders, LLC may increase or decrease from time to time by showing the amount of the invoice.

Any equipment Rommel Builders, LLC furnishes shall remain Rommel Builders, LLC's property. Customers shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Rommel Builders, LLC handling of the equipment)

Customer shall not use, move or otherwise alter the equipment. Customer shall indemnify, defend and hold harmless Rommel Builders, LLC from and against all Losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of Customer's use, operation, or possession of the equipment.

Customer shall provide Rommel Builders, LLC with safe, unobstructed access to the equipment.

Rommel Builders, LLC may charge an additional fee for any additional collection service required by Customer's failure to provide access.

Customer / Owner Signature:

154 Holderness Dr - Longwood, FL 32779 - 321 228-1776 - [rommelbuilders@gmail.com](mailto:rommelbuilders@gmail.com)



TrexPRO  
PLATINUM



Pro-Referral

Invoice #: G 25004101

Date:

2/10/2025

Customer				Contact	
Name:	Harmony CDD			Cell 1:	689 465-9817
Address:	7124 Harmony Square Dr			Cell 2:	0
	Harmony CDD			Email 1:	<a href="mailto:gmharmony@bermancorp.com">gmharmony@bermancorp.com</a>
Attn:				Email 2:	0

## Addendum to Contract & Change Order

**G 25004101**

On this day, the following changes are being made with respect of the above listed contract, by and between Rommel Builders, LLC and

Owner / Customer **Harmony CDD**

**7124 Harmony Square Dr**

All parties agree that this addendum shall become a bidding part of the original contract and the cost described bellow shall be in addition to the original

Original contract amount of: \$ **11,119.00** This amount includes any previous change orders, this bring the

new amendment total contract amount to:

Change Order cost shall be due and payable upon execution of this document.

Description of Change Order		Amount
Rommel Builders, LLC		Owner / Customer
154 Holderness Dr - Longwood, FL 32779 - 321 228-1776 - rommelbuilders@gmail.com		



# **Harmony Community Development District**

**Ownership of Light Poles in Village Center**