

# 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, May 28, 2026, at 6:00 p.m. at the Suenos Tenampa Private Room at 7251 Five Oaks Dr., 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.

To attend the meeting virtually, please see the information below.

Zoom: <https://zoom.us/j/98849458640> Or Call In: 305-224-1968; ID: 98849458640#

### 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 April 23, 2026, Board of Supervisors' Meeting
- 2. Consideration of the Meeting Minutes of the April 23, 2026, Budget Workshop Meeting
- 3. Consideration of **Resolution 2026-03, Amending the Annual Meeting Schedule for Fiscal Year 2026**
- 4. Letter from Supervisor of Elections – Osceola County

#### Business Matters

- 5. Discussion Items:
  - 1. Schedule of Fees for District Facility Usage
  - 2. E-Bike & Scooter Restrictions
  - 3. Facebook Page for the Harmony CDD
  - 4. Operations & Maintenance Methodology
- 6. Consideration of Fiscal Year 2027 DM Fee Increase Letter
- 7. Consideration of **Resolution 2026-04, Approving a Preliminary Budget for Fiscal Year 2027 & Setting a Public Hearing**
- 8. Consideration of **Resolution 2026-05, Setting a Public Hearing on the Adoption of Rules of Procedure**
  - 1. Rules of Procedure
  - 2. Notice of Rule Development
  - 3. Notice of Rulemaking
- 9. Consideration of Proposal from Bio-Tech Consulting, LLC

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).



10. Ratification of Payment Authorizations Nos. 029 – 033
11. Review of District Financial Position and Budget to Actual

#### **United Landscape Services Landscape Management**

12. Ratification of Proposals from ULS:
  1. Work Authorization #230688 Four Mainline Breaks 4" Size for \$3,557.28
  2. Work Authorization #230695 Dog Park 2" Mainline Break for \$551.32
13. Discussion Regarding Landscape Items

#### **Berman Field Management**

14. Discussion Regarding Field Services Status
15. Consideration of Boat Replacement Proposals
16. Consideration of Pool Furniture Proposals
17. Consideration of Pond Fountain Repair Proposals (*provided under separate cover*)
18. Consideration of Degreaser and Powder Proposal from Spies
19. Consideration of Pool Recirculation Pump Repair Proposal from Spies
20. Consideration of Sidewalk Pressure Washer Proposals
21. Consideration of Sidewalk Repair Proposals

#### **Other Business**

##### **Staff Reports**

District Counsel  
District Engineer  
District Manager

- Theft of Playground Bubble

##### **Supervisor Requests**

##### **Adjournment**



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# **Harmony Community Development District**

**Meeting Minutes of the April 23, 2026,  
Board of Supervisors' Meeting**

**MINUTES OF MEETING**

**HARMONY COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS' MEETING**

**Thursday, April 23, 2026, at 6:00 p.m.**

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

Board Members Present:

Daniel Leet	Chairman
Brittney Coronel	Assistant Secretary
Jo Phillips	Assistant Secretary
Julie Nichols Williams	Assistant Secretary

Also Present:

Lynne Mullins	PFM	
Blake Firth	PFM	
Verona Griffith	PFM	(via phone)
Michael Eckert	Kutak Rock	(via phone)
Jonathan Soto	Berman	
Eddie Padua	Berman	
David Hamstra	Pegasus	(@ 6:23 p.m.)
Nick Lomasney	ULS	
Various Residents in person and via Zoom		

**FIRST ORDER OF BUSINESS**

**Organizational Matters**

**Call to Order and Roll Call**

Ms. Mullins called the Board of Supervisors meeting of the Harmony Community Development District to order at 6:03 p.m. Roll call was taken, and quorum was established.

**Public Comment Period**

A resident commented regarding the assessment methodology, emphasizing other residents' concerns about the disparity between what the residents living in The Estates pay what the smaller lot sized homes pay.

A resident commented requested clarification on the assessment administrative fee. She also commented on the landscaping annuals maintenance and noted the HROA has placed birdhouses in the traffic circles. She requested permission for additional birdhouses to be placed in the pocket parks. These bird houses will be paid for by the HROA.

A resident commented regarding the dog park on Five Oaks having large holes in it and requested repair. She also commented on installation of speed bumps due to the speeding on Five Oaks.

A resident commented regarding the slow process of cleaning the sidewalks on Five Oaks. She noted the ponds are looking so much better. She requested that the berms in the easements along the lakes have consistent maintenance due to having weeds and fallen branches from previous storms. It was also noted there are sprinklers not working in those areas.

A resident commented regarding the assessments and maintenance costs. He also commented regarding the budget and the reserve study.

A resident commented regarding the increase in assessments and return on investment.

A resident commented regarding the assessments in The Estates.

A resident commented on various line items in the budget and gathering competitive bids. He also requested clarification on the status of the repair of the white fences surrounding the community. It was noted the white fences in the community are on private property and do not belong to the District.

A resident commented regarding the varied assessment cost and the installation of speed bumps.

A resident noted his appreciation for the budget workshop. He requested visible signage for the crosswalks. He also commented regarding his previous HOA fees and what was provided within those fees, noting everyone had the same assessment.

There were no further public comments at this time.

**Consideration of the Meeting Minutes  
of the March 25, 2026, Board of  
Supervisors' Meeting**

The Board reviewed the minutes.

On MOTION by Ms. Williams, seconded by Mr. Leet, with all in favor, the Board of Supervisors for the Harmony Community Development District approved the Minutes of the March 25, 2026, Board of Supervisors' Meeting.

**Consideration of the Meeting Minutes  
of the March 25, 2026, Budget  
Workshop Meeting**

The Board reviewed the minutes.

It was noted the attendance was edited to reflect correctly.

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 Minutes of the March 25, 2026, Budget Workshop Meeting.

**Letter from Supervisor of Elections –  
Osceola County**

The letter has not been received as of yet. The letter will state how many registered voters are within the District.

This item was tabled.

**SECOND ORDER OF BUSINESS**

**Business Matters**

**Discussion Items:**

- 1. Status on Board Member Discussions with County for Parking Ordinance**
- 2. Swimming Lessons from Resident**
- 3. Dead Vegetation Removal from Pond Behind Cordgrass Place**
- 4. Meeting Room Change to the LaBellaRose Ballroom**

The County has decided not to move forward with parking ordinance at this time. There are other levels that can be pursued by District Counsel if requested.

There was no other update regarding the parking ordinance at this time.

Ms. Mullins noted a resident was having swimming lessons on site and did not hold the proper insurance or get approval from the Board. Multiple attempts to contact the resident to request the insurance information have been made, but none have been successful. Any future issues can be directed to District Management.

Ms. Mullins noted District Management has contacted Dragonfly Ponds regarding the dead vegetation removal from the pond behind Cordgrass Place. It is not currently within the scope of their contract to trim the dead vegetation surrounding the pond, and is very expensive to remove.

There was brief discussion regarding the removal expense. It was noted it would eventually break down naturally, so the Board agreed not to take action at this time.

Ms. Mullins noted a new meeting space has been obtained and gave an overview of the space. It was noted there have been some issues with the current meeting space.

There was brief discussion regarding the new meeting space, the availability of storage, and use of audio equipment.

On MOTION by Ms. Philips, seconded by Ms. Williams, with all in favor, the Board of Supervisors for the Harmony Community Development District approved the Meeting Room Change to the LaBellaRose Ballroom, contingent on the audio equipment use.

**Review and Acceptance of Fiscal Year  
2025 Audit**

Ms. Mullins noted this was a standard and clean audit with no deficiencies. The audit has been reviewed by District Staff.

On MOTION by Ms. Williams, seconded by Mr. Leet, with all in favor, the Board of Supervisors for the Harmony Community Development District accepted the Fiscal Year 2025 Audit.

**Ratification of Payment Authorizations  
Nos. 025 – 028**

Ms. Mullins noted these items have already been approved and reviewed by District Management and the Chair. These are 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 Payment Authorizations Nos. 025 – 028.

**Review of District Financial Position and  
Budget to Actual**

Ms. Mullins stated the financials are through March. No further action was needed by the Board at this time. It was noted that only 51% of the budget has been spent at this time.

Mr. Leet requested clarification regarding the assessments and methodology and how making changes to the methodology could be considered from a legal standpoint.

Mr. Eckert gave an overview of the process of assessments and rewriting the methodology. He recommended hiring a methodology consultant to rewrite the methodology, which would include documentation of the benefit that everyone receives and the fair reasoning of the change in allocation. Notices would be sent to all residents with all necessary information.

There was discussion regarding the legality of the process and the proposed changes to the assessments.

Ms. Mullins noted the fee for rewriting the methodology is approximately \$7,500. The equal assessment would be approximately \$1,983.96.

There was continued discussion regarding the changes in assessments. It was noted the Board would have to decide on the assessment methodology and the proposed budget at the current meeting for the upcoming fiscal year.

Mr. Eckert did not recommend an incremental increase in assessments. The increase would need to take place at one time.

There was discussion regarding the benefits of the community.

This assessment methodology will be on the next agenda.

### **THIRD ORDER OF BUSINESS**

#### **Landscape Management - United Landscape Services**

##### **Consideration of Proposals from ULS:**

- 1. Work Authorization #226371 Flower Rotation for \$3,500**
- 2. 2. Work Authorization #226378 Tree Removal (2) Replacement (1) for \$3,047.52**
- 3. 3. Work Authorization #226398 Turf Repairs on Five Oaks Dr Across From New Town Homes for \$2,700**
- 4. 4. Work Authorization #226424 Dead Pine Tree Removal for \$1,200**

Mr. Lomasney gave an overview of the proposals.

It was noted there is an additional HOA to be listed on the District's website. Ms. Phillips will follow up.

There was brief discussion regarding the flower rotation. It was noted these will be weeded biweekly. Mr. Lomasney will follow up with a more permanent solution for the edging in that area.

On MOTION by Ms. Phillips, seconded by Mr. Leet, with all in favor, the Board of Supervisors for the Harmony Community Development District approved Work Authorization #226371 for Flower Rotation in the amount of \$3,500, Work Authorization #226378 for Tree Removal and Replacement in the amount of \$3,047.42, Work Authorization #226398 for Turf Repairs on Five Oaks Dr. Across from New Town Homes for \$2,700, and Work Authorization #226424 for Dead Pine Tree Removal for \$1,200.

Ms. Coronel commented regarding the fountain and entrance flower bed. Mr. Lomasney will follow up with a proposal but will wait to plant anything until the drought is over.

#### **Discussion Regarding Landscape Items:**

Mr. Lomasney gave updates regarding landscaping maintenance and noted the leaf removal has been completed. The Garden Committee will use some of the leaves as compost. He gave an update on the freeze damage and noted it is an ongoing assessment.

There were no additional landscape items at this time.

#### **FOURTH ORDER OF BUSINESS**

#### **Field Management - Berman**

#### **Consideration of Pool Furniture Proposals**

Ms. Mullins gave an overview of the three proposals received and costs.

There was discussion regarding budgeting for this project and the options for pool furniture.

There was lengthy discussion regarding the options and the quotes. It was noted Swartz has held their proposal price from last year as a courtesy.

Ms. Phillips recommended replacing the Swim Club pool this year and completing Ashley Park next year. The worst items would be replaced first.

There was lengthy discussion regarding completing the Swim Club replacement only. The Board requested an additional quote for recycled plastic furniture.

On MOTION by Ms. Phillips, seconded by Mr. Leet, with all others opposed, the Board of Supervisors for the Harmony Community Development District did not approve the Pool Furniture Proposal from Swartz.

This item was tabled.

**Consideration of Boat Battery Proposals**

Berman gave an overview of the proposals for 16 boat batteries. It was recommended to move forward with Interstate Batteries.

On MOTION by Ms. Williams, seconded by Ms. Coronel, with all in favor, the Board of Supervisors for the Harmony Community Development District approved the Boat Battery Proposal from Interstate Batteries, in the amount of \$2,200.

**Consideration of Life Ring Buoy Proposals**

Berman gave an overview of the proposals for life ring buoy replacement. It was recommended to move forward with West Marine.

There was brief discussion regarding the proposals.

On MOTION by Ms. Phillips, seconded by Mr. Leet, with Ms. Coronel opposed, and all others in favor, the Board of Supervisors for the Harmony Community Development District approved the Life Ring Buoy Proposal from West Marine in the amount of \$671.92.

**Consideration of Dock Bumper Strips Proposals**

It was noted that only one proposal was received.

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 Dock Bumper Strips Proposal from Rommel Builders in the amount of \$3,250.

**Sidewalk RFP Update**

Ms. Mullins noted the RFP is being finalized with the District Engineer and should be going out to proposers next week.

## **FIFTH ORDER OF BUSINESS**

## **Other Business**

### **Staff Reports**

**District Counsel** – Mr. Eckert gave an update on the legislative session bills regarding sovereign immunity and the recall of CDD Supervisors. It was also noted CDD's must now accept credit cards and electronic payments.

**District Engineer** – Mr. Hamstra gave an update sidewalk RFP.

It was noted a letter has been drafted to withdraw the RV Storage Lot from any further review from the County. The Chair must execute the letter for submission. District Management will follow up.

Mr. Hamstra noted that comments have been received from the TOHO Water Authority and the Southwest Florida Water Management District regarding the Five Oaks Maintenance Facility. County comments are forthcoming and once received, this will be resubmitted to the permitting agencies.

Mr. Hamstra commented regarding potential areas for bike racks. This will be brought back to the next Board meeting.

There was brief discussion regarding the speed deterrent options and locations. Mr. Hamstra will follow up with the County for a speed study. Ms. Coronel will provide a map for the locations needed to Mr. Hamstra.

**District Manager** – Ms. Mullins noted Dragonfly Pond Works will be onsite today and tomorrow for pond maintenance.

Ms. Mullins stated the next meeting is scheduled for May 28, 2026. The preliminary budget will be approved at that meeting. There was brief discussion regarding quorum.

There was brief discussion regarding the reserves. Ms. Phillips will create a suggested list of the projects that will be covered by the reserves.

Ms. Mullins noted the pool is back to regular heating.

Ms. Mullins gave an update on the gunshot sounds. She recommended anyone with issues to reach out to the Florida Attorney General. Harmony CDD does not have authority over that property. It was noted that complaints have been made to the Sherriff's department.

Ms. Mullins noted that she attended the Buck Lake Committee with the Chair. There was brief discussion regarding the late billing invoices.

Ms. Mullins noted the boat motor is still on back order and other options may need to be considered. The boat motor is \$18,000, but a new boat is \$28,000. This will be added to the next agenda.

**Supervisor Requests and Audience  
Comments**

Mr. Leet requested proposals for installation and maintenance of pond fountains.

Ms. Coronel requested adding the facility reservation fee schedule update to the next agenda.

Mr. Leet requested proposals for the gaps in the fencing at the Five Oaks Dog Park. Ms. Williams noted these areas have previously been repaired but frequently get washed away due to weather and erosion. Berman will follow up.

There were no further Supervisor requests or audience comments at this time.

**Adjournment**

On MOTION by Ms. Williams, seconded by Mr. Leet, with all in favor, the Board of Supervisors for the Harmony Community Development District adjourned the April 23, 2026, at 8:19 p.m., Board of Supervisors Meeting.

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

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



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# **Harmony Community Development District**

**Meeting Minutes of the April 23, 2026,  
Budget Workshop Meeting**

**MINUTES OF MEETING**

**HARMONY COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS' WORKSHOP**

**Thursday, April 23, 2026, at 4:30 p.m.  
Su Mesa Cafe at 7250 Harmony Square Dr. S,  
Harmony, FL 34773**

Board Members Present:

Daniel Leet	Chairman
Lucas Chokanis	Vice Chairman
Brittney Coronel	Assistant Secretary
Jo Phillips	Assistant Secretary
Julie Nichols Williams	Assistant Secretary

Also Present:

Lynne Mullins	PFM	
Blake Firth	PFM	
Verona Griffith	PFM	(via phone)
Eddie Pauda	Berman	
Jonathan Soto	Berman	
Nick Lomasney	ULS	
Various Residents in person and via Zoom		

**FIRST ORDER OF BUSINESS**

**Workshop Items**

**Call to Order and Roll Call**

Ms. Mullins called the Board of Supervisors meeting of the Harmony Community Development District to order at 4:48 p.m. Roll call was taken, and quorum was established.

**Public Comment Period**

Mr. Leet gave an overview of the public comment period process.

A resident requested that the Board make changes to the assessment methodology to reflect the same amount across all lot sizes within the District, and gave an overview of the current assessments.

Ms. Mullins gave clarification between the workshop and the Board meeting to the public.

A resident commented regarding the increase in assessments and budget.

A resident commented regarding the increase in the budget expenses.

A resident commented regarding purchasing and the return on investment for the District.

A resident commented regarding his previous community that was overseen by an HOA. He noted everyone paid the same amount regardless of lot size or location. He also commented on the property taxes and budget.

A resident commented regarding the methodology.

A resident, living in the Estates, thanked the Board. He also commented on the increase in assessments and that they do not match benefits within the community.

A resident commented regarding the maintenance and expenses within the community.

There were no further public comments at this time.

### **Discussion of the Fiscal Year 2027 Preliminary Budget**

Ms. Mullins gave an overview of the on-roll assessments and possible discounts related to paying early though the County. It was noted that the discount is not related to the District but is a statutory requirement.

There was discussion regarding the assessments and the current methodology. It was noted if the current Board would like to revisit the methodology it can be done but will take time and cost the District extra funds. The Board can consult with District Counsel and District Management. This will be a future agenda item.

Ms. Mullins noted the budget is as low as she would recommend. The majority of the items are for contracts, landscaping, and irrigation. It was noted the Community Morale line-item can be removed. Currently, there is a 5% increase in the budget.

There was discussion regarding the field item expenses. Ms. Griffith noted the new miscellaneous line-item includes necessary supplies and gas for the District's field team. It was noted the budget now includes detailed line-items for better recording.

Ms. Griffith noted the reserve amount is used for emergency purposes throughout the District. Ms. Mullins noted the District is not currently following the current reserve study. There will be infrastructure needs in the future that the District must maintain. Emergency projects come from the reserve savings.

Ms. Coronel requested that each line-item be reviewed for possible reduction.

Ms. Griffith noted that the reserve is being used to cover the sidewalk project. The District must continue contributing to the reserve to have savings to withdraw from for future projects.

Mr. Leet agreed with the current preliminary budget. It was noted the budget can be reduced but cannot be increased once approved.

Ms. Phillips noted the budget would increase by \$387,000 as presented. She noted that \$111,000 of that amount is an increase in just the water rates, which the District does not control.

Ms. Mullins reviewed the budget line-items.

There was brief discussion regarding the legal notice for meetings. It was noted that with the prior District Management company, they would only notice the annual meeting schedule so the District's legal notice costs would remain relatively low. However, the statute correctly reads that each meeting must be advertised, not just the annual meeting schedule.

Ms. Mullins noted the improvements line-item, and the parks and facilities line-item could be reduced.

It was noted the tree trimming budget was moved into the landscaping budget.

Ms. Mullins continued to review the budget line-items.

There was discussion regarding the security line-item. The Board agreed to reduce the security line-item to \$20,000.

A resident commented on the budget for streetlights. There was brief discussion regarding the streetlights and electricity. Ms. Griffith noted that she is working with OUC to get savings for the District.

There was discussion regarding the anticipated budget for water and sewer. The Board agreed to add \$5,000 to the electricity line-item and \$5,000 to the water and sewer line-item.

Ms. Mullins continued to review the budget line-items.

There was brief discussion regarding the pool chemical line-item. It was noted the invoices are back logged and have not been received by the District on time.

There was brief discussion regarding the road and alleyway line-item.

Ms. Mullins continued to review the budget line-items. The boat motor has not been purchased as of yet as it is still on back order. It was noted the boat line-item could be reduced.

There was lengthy discussion regarding the boat line-item and the breakdown of the budget categories. It was noted the categories can be adjusted as the Board chooses.

Ms. Mullins continued to review the budget line-items.

Mr. Leet noted the reserve study is over five years old. Ms. Mullins noted the reserve study is a major expense and should be followed, but if not followed a new reserve study is not required.

Ms. Coronel gave an overview of the Community Morale line-item. It was noted this can be removed, but community events can always be requested for funding.

The Board requested that a miscellaneous line-item be created for \$20,000 from the Community Morale line-item.

**Supervisor Requests and Audience  
Comments**

There were no further Supervisor requests or audience comments at this time.

**Adjournment**

The April 23<sup>rd</sup>, 2026, Harmony CDD Budget Workshop was adjourned.

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Secretary / Assistant Secretary

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



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# **Harmony Community Development District**

**Resolution 2026-03,  
Amending the Annual Meeting Schedule for  
Fiscal Year 2026**

**RESOLUTION 2026-03**

**A RESOLUTION OF HARMONY COMMUNITY DEVELOPMENT DISTRICT  
AMENDING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR  
2025/2026; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Harmony Community Development District ("District") is a local unit of special-purpose government organized and existing in accordance with Chapter 190, *Florida Statutes*, and situated entirely within Osceola County, Florida; and

**WHEREAS**, the District previously adopted Resolution 2025-13, setting forth the annual schedule of its regular public meetings, which designates the dates of the District's Fiscal Year 2025/2026 meetings ("FY 2026 Schedule"); and

**WHEREAS**, the Board desires to amend the FY 2026 Schedule in order to amend the dates.

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

**SECTION 1.** The FY 2026 Schedule is hereby amended and approved to reflect that the Board of Supervisors will hold its meetings on the dates noted in **EXHIBIT A**. The amended FY 2026 Schedule shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

**SECTION 2.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 28<sup>th</sup> day of MAY 2026.

ATTEST:

**HARMONY COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**EXHIBIT A**

**MEETING DATES FOR HARMONY  
COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2025-2026**

The Board of Supervisors of the Harmony Community Development District will hold their regular meetings for Fiscal Year 2025-2026 at the Suenos Tenampa Private Room Inn at 7251 Five Oaks Drive, Harmony, FL 34773., unless otherwise indicated as follows:

**FISCAL YEAR 2025/2026**

**June 25, 2026**

**July 30, 2026**

**August 27, 2026**

**September 24, 2026**

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from PFM Management Services LLC at 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817, or by calling (407) 723-5900 ("District Office).

There may be occasions when one or more Supervisors or staff will participate by telephone-. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 723-5900 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY)/ 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

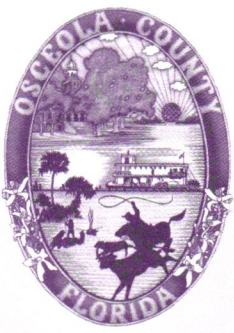
District Manager  
Lynne Mullins



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# **Harmony Community Development District**

**Letter from Supervisor of Elections – Osceola County**



MARY JANE ARRINGTON  
OSCEOLA COUNTY SUPERVISOR OF ELECTIONS

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April 24, 2026

Ms. Lynne Mullins  
District Manager  
Harmony Community Development District  
PFM Group Consulting, LLC  
3501 Quadrangle Blvd.  
Suite 270  
Orlando, FL 32817

RE: Harmony Community Development District – Registered Voters

Dear Ms. Mullins:

Thank you for your letter requesting confirmation of the number of registered voters within the Harmony Community Development District as of April 15, 2026.

The number of registered voters within the Harmony CDD is 2,474 as of April 15, 2026.

If I can be of further assistance, please contact me at 407.742.6000.

Respectfully yours,

Mary Jane Arrington  
Supervisor of Elections

Vote  
Osceola



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# **Harmony Community Development District**

## **Discussion Items**



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# **Harmony Community Development District**

## **Schedule of Fees for District Facility Usage**



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# **Harmony Community Development District**

## **E-Bike & Scooter Restrictions**

## Blake Firth

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**From:** Lynne Mullins  
**Sent:** Friday, May 22, 2026 6:03 AM  
**To:** Daniel Leet  
**Cc:** Blake Firth; Eckert, Michael C.; Metin, Kubra  
**Subject:** RE: E-bike & scooter restrictions

Hey Dan,

See response from Mike:

The CDD cannot regulate bikes on sidewalks in the Rights of Way containing roads, but it can regulate on District amenity center property and common areas.

Below is some language another CDD board is considering. There are also other alternatives. Please cc me on correspondence with Dan on this issue.

*Any motorized or electric wheeled device designed for personal use, including, but not limited to, electric bicycles, electric scooters, electric skateboards, onewheels, hoverboards, segways, mopeds, motorbikes or similar devices, are prohibited from operating on District-owned property. District-owned property includes, but is not limited to, grassy areas, sports fields, parking lots, pond banks, pool decks, sidewalks, playgrounds, basketball courts, tennis courts, and pickleball courts. Provided however, such devices may be operated a) within an Amenity Center parking lot for the sole purpose of accessing a designated bicycle rack, and b) by individuals with mobility disabilities.*

Lynne Mullins  
**District Manager**

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PFM Management Services LLC  
**phone** 407.723.5900 | **fax** 407.723.5901 | <https://pfmmanagement.com/>  
3501 Quadrangle Boulevard | Suite 270 | Orlando, FL 32817

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**From:** Daniel Leet <boardmember1@harmonyccd.org>  
**Sent:** Thursday, May 21, 2026 10:15 AM  
**To:** Lynne Mullins <mullinsl@pfm.com>  
**Cc:** Blake Firth <firthb@pfm.com>  
**Subject:** E-bike & scooter restrictions

**ALERT:** This message is from an external source. **BE CAUTIOUS** before clicking any link or attachment

Lynne,

There's been a lot of discussion recently about e-bikes and scooters in the community, especially considering the middle schooler that died in Lake Nona last week. I'm not sure what options we have for restricting their use on CDD property (sidewalks), could you please find out from Mike so we can discuss ahead of the meeting?



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# **Harmony Community Development District**

**Facebook Page for the  
Harmony CDD**



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# **Harmony Community Development District**

**Operations & Maintenance Methodology**



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# **Harmony Community Development District**

**Fiscal Year 2027 DM Fee Increase Letter**



May 7, 2026

Mr. Daniel Leet  
Chairman of the Board of Supervisors  
Harmony Community Development District  
3501 Quadrangle Boulevard, Suite 270  
Orlando, FL 32817

Dear Mr. Leet:

**pfm**

3501 Quadrangle Blvd.  
Suite 270  
Orlando, FL 32817  
407.723.5900

[pfm.com](http://pfm.com)

Thank you for the opportunity to continue serving as District Manager to the Harmony Community Development District (the "District"). The agreement in place between our firm and the District dated August 15, 2025 provides for the review and adjustment annually of our fees pursuant to the District's annual budget process. We are respectfully requesting an increase in our annual fee for District Management services from \$65,000 to \$68,500 for Fiscal Year 2027.

Please note this change will be effective on the billing for October 2026, in conjunction with the District's new Fiscal Year.

Provided the changes are acceptable, please have an authorized official of the District sign and return a copy of this letter to us to acknowledge the increase.

Sincerely,  
**PFM MANAGEMENT SERVICES LLC**

  
Senior District Manager

Accepted by:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)



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# **Harmony Community Development District**

**Resolution 2026-04,  
Approving a Preliminary Budget for Fiscal Year 2027  
& Setting a Public Hearing**

**RESOLUTION 2026-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2027; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.**

**WHEREAS**, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (“**FY 2027**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Harmony Community Development District (“**District**”) prior to June 15, 2026, the proposed budget(s) attached hereto as **Exhibit A (“Proposed Budget”)**; and

**WHEREAS**, the Board now desires to set the required public hearing on the Proposed Budget.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.

2. **SETTING A PUBLIC HEARING; DIRECTING PUBLICATION.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE: July 30, 2026  
TIME: 6:00 PM  
LOCATION: Suenos Tenampa Private Room  
7251 Five Oaks Drive  
Harmony, Florida 34773

3. **TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENT; POSTING OF PROPOSED BUDGET.** The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District’s website in accordance with Chapter 189, Florida Statutes.

4. **SEVERABILITY; EFFECTIVE DATE.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 28<sup>th</sup> DAY OF MAY, 2026.**

ATTEST:

**HARMONY COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Proposed Budget

**EXHIBIT A**  
**PROPOSED BUDGET**



# Harmony CDD

FY2027 Proposed Budget Package

**PFM Management Services C**  
3501 Quadrangle Blvd.,  
Suite 270  
Orlando, Florida 32817  
Tel: 407-723-5900



**Harmony Community Development District**  
 Operations and Maintenance Budget  
 FY 2027

	Actual to 4/30/2026	Anticipated May - Sept 2026	Anticipated Total	FY2026 Approved Budget	FY 2027 Proposed Budget
<b>Revenues:</b>					
On Roll Assessment	\$ 2,494,635.67	\$ 451,875.33	\$ 2,946,511.00	\$ 2,946,511.00	\$ 2,978,722.06
On-Roll Assessment Discount	(93,505.65)	(24,354.35)	(117,860.00)	(117,860.00)	-
Garden Lot	945.00	-	945.00	-	-
Interest earned - Investments	55,807.43	-	55,807.43	-	-
Facility Revenue	800.00	-	800.00	-	-
<b>Total Revenues</b>	<b>\$ 2,458,682.45</b>	<b>\$ 427,520.98</b>	<b>\$ 2,886,203.43</b>	<b>\$ 2,828,651.00</b>	<b>\$ 2,978,722.06</b>
<b>Expenditures:</b>					
<b>Administration Expenses:</b>					
Board of Supervisors	\$ 5,200.00	\$ 8,800.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00
FICA Taxes	-	-	-	1,072.00	-
Arbitrage Rebate	-	-	-	1,500.00	1,500.00
Disclosure Agent	2,200.00	-	2,200.00	2,200.00	2,200.00
Engineering	55,435.39	19,564.61	75,000.00	75,000.00	75,000.00
Legal Services	32,810.07	42,189.93	75,000.00	75,000.00	75,000.00
Management Services	39,416.69	25,583.31	65,000.00	65,000.00	68,500.00
Property Appraiser	1,530.61	-	1,530.61	1,000.00	1,600.00
Recording Secretary	-	-	-	2,000.00	-
Assessment Administration	-	-	-	9,100.00	15,000.00
Trustee Fees	6,691.05	3,308.95	10,000.00	10,000.00	10,500.00
Auditing Services	4,400.00	-	4,400.00	5,000.00	4,500.00
Postage and Freight	329.74	500.00	829.74	1,000.00	1,000.00
Meeting Room	1,750.00	1,250.00	3,000.00	5,000.00	4,900.00
Legal Advertising	719.36	513.83	1,233.19	1,200.00	2,500.00
Tax Preparation	51.36	-	51.36	-	60.00
Assessment Collection Cost	47,671.18	-	47,671.18	58,930.00	-
Contingency	30.60	-	30.60	-	-
Annual District Filing Fee	175.00	-	175.00	175.00	175.00
Website Maintenance	3,210.00	1,650.00	4,860.00	-	3,720.00
<b>Total Administrative Expenses</b>	<b>\$ 201,621.05</b>	<b>\$ 103,360.63</b>	<b>\$ 304,981.68</b>	<b>\$ 327,177.00</b>	<b>\$ 280,155.00</b>
<b>Field Expenses:</b>					
Field Management	\$ 193,103.40	\$ 137,931.00	\$ 331,034.40	\$ 331,035.00	\$ 347,586.20
Miscellaneous / Field Item Material	-	-	-	-	50,000.00
<b>Total Field Expenses</b>	<b>\$ 193,103.40</b>	<b>\$ 137,931.00</b>	<b>\$ 331,034.40</b>	<b>\$ 331,035.00</b>	<b>\$ 397,586.20</b>
<b>Insurance Expenses:</b>					
General Liability	\$ 5,489.00	\$ -	\$ 5,489.00	\$ 29,700.00	\$ 6,684.00
Property & Casualty	16,791.00	-	16,791.00	-	16,448.00
Auto Liability & Physical Damage	1,110.00	-	1,110.00	-	1,221.00
Public Officials Liability	4,431.00	-	4,431.00	-	4,874.10
<b>Total Insurance Expenses</b>	<b>\$ 27,821.00</b>	<b>\$ -</b>	<b>\$ 27,821.00</b>	<b>\$ 29,700.00</b>	<b>\$ 29,227.10</b>
<b>Landscaping &amp; Irrigation Expenses:</b>					
Mulch & Pine Straw	\$ 77,600.00	\$ -	\$ 77,600.00	\$ 77,347.00	\$ 85,081.70
Landscape	425,478.69	320,913.31	746,392.00	746,392.00	783,712.00
Landscape Improvement	6,862.00	-	6,862.00	-	40,000.00
Annuals	7,000.00	7,000.00	14,000.00	14,000.00	15,400.00
Parks & facilities	54,597.10	402.90	55,000.00	55,000.00	55,000.00
Irrigation Repairs	21,331.55	8,668.45	30,000.00	30,000.00	35,000.00
Garden Lot	601.04	1,398.96	2,000.00	2,000.00	2,000.00
Trees Trimming & Removal	3,805.00	36,195.00	40,000.00	40,000.00	-
Wetland Exotic / Invasive Plant	83,167.50	(33,167.50)	50,000.00	50,000.00	122,000.00
Miscellaneous	-	-	-	-	30,000.00
<b>Total Landscaping &amp; Irrigation Expens</b>	<b>\$ 680,442.88</b>	<b>\$ 341,411.12</b>	<b>\$ 1,021,854.00</b>	<b>\$ 1,014,739.00</b>	<b>\$ 1,168,193.70</b>



**Harmony Community Development District**  
Operations and Maintenance Budget  
FY 2027

	Actual to 4/30/2026	Anticipated May - Sept 2026	Anticipated Total	FY2026 Approved Budget	FY 2027 Proposed Budget
<b>Security Expenses:</b>					
Security	\$ 4,438.37	\$ 10,000.00	\$ 14,438.37	\$ 30,000.00	\$ 20,000.00
Security - Wifi	1,792.93	1,280.66	3,073.59	6,000.00	3,600.00
<b>Total Security Expenses</b>	<b>\$ 6,231.30</b>	<b>\$ 11,280.66</b>	<b>\$ 17,511.96</b>	<b>\$ 36,000.00</b>	<b>\$ 23,600.00</b>
<b>Utility Expenses:</b>					
Electricity	\$ 17,864.24	\$ 17,864.24	\$ 35,728.48	\$ 43,000.00	\$ 53,000.00
Streetlights	65,645.82	46,889.87	112,535.69	160,000.00	155,000.00
Water & Sewer	149,502.77	106,787.69	256,290.46	225,000.00	336,000.00
Waste Refuse Removal	3,292.74	2,500.00	5,792.74	4,000.00	6,000.00
Backflow Certification					5,000.00
<b>Total Utility Expenses</b>	<b>\$ 236,305.57</b>	<b>\$ 174,041.80</b>	<b>\$ 410,347.37</b>	<b>\$ 442,000.00</b>	<b>\$ 555,000.00</b>
<b>General Expenses:</b>					
Buck Lake	\$ 12,950.00	\$ -	\$ 12,950.00	\$ 50,000.00	\$ 9,500.00
Pools Chemical supplies	37,108.70	20,296.50	57,405.20	60,000.00	50,660.06
Pond/Lake Maintenance	21,600.00	27,000.00	48,600.00	-	64,800.00
Repair and Maintenance	-	-	-	-	50,000.00
R&M Roads & Alleyways	-	10,000.00	10,000.00	10,000.00	-
R&M Vehicles/equipment	19,013.09	2,964.35	21,977.44	15,000.00	-
R&M - Boats	-	10,000.00	10,000.00	10,000.00	-
Sidewalk replacements	11,119.00	138,881.00	150,000.00	150,000.00	50,000.00
Op Supplies - Fuel, Oils	2,472.35	5,527.65	8,000.00	8,000.00	-
Cap Outlay	-	15,000.00	15,000.00	15,000.00	-
Reserve - Based on Reserve Study	280,000.00	-	280,000.00	280,000.00	280,000.00
CDD funds for the community	-	-	-	-	-
Miscellaneous / Contingency	20,473.14	29,526.86	50,000.00	50,000.00	20,000.00
<b>Total General Expenses</b>	<b>\$ 404,736.28</b>	<b>\$ 259,196.36</b>	<b>\$ 663,932.64</b>	<b>\$ 648,000.00</b>	<b>\$ 524,960.06</b>
<b>Total Expenditures</b>	<b>\$ 1,750,261.48</b>	<b>\$ 1,027,221.58</b>	<b>\$ 2,777,483.06</b>	<b>\$ 2,828,651.00</b>	<b>\$ 2,978,722.06</b>
<b>Net income / (Loss)</b>	<b>\$ 708,420.97</b>	<b>\$ (599,700.60)</b>	<b>\$ 108,720.37</b>	<b>\$ -</b>	<b>\$ -</b>



**Harmony Community Development District  
Summary of Assessment 2027 Rates**

Neighborhood	Neighborhood Name	Lot Type	Acres or SQFT	ERU Factor	ERUs	% ERUs	O&M			2014 Debt Service			2015 Debt Service			Total			Units	Acres	FY 2027 per Neighborhood		
							FY 2027	FY 2026	% Change	FY 2027	FY 2026	% Change	FY 2027	FY 2026	% Change	FY 2027	FY 2026	% Change					
A-1	Ashley Park	MF	25	0.5	93	5.88%	\$175,132.54	941.57	731.83	28.66%	605.71	605.71	0%	1,547.28	1,337.54	209.75	15.68%	186	19.77	137,608			
B	Birchwood	SF	80	1.6	14.4	0.91%	\$27,117.30	3,013.03	2,313.54	30.23%	1,914.87	1,914.87	0%	4,927.90	4,228.41	699.50	16.54%	9	23.58	164,127			
		SF	65	1.3	32.5	2.05%	\$61,202.23	2,448.09	1,879.75	30.23%	1,555.83	1,555.83	0%	4,003.92	3,435.58	568.34	16.54%	25					
		SF	52	1.04	36.4	2.30%	\$68,546.50	1,958.47	1,503.80	30.23%	1,244.66	1,244.66	0%	3,203.13	2,748.46	454.67	16.54%	35					
		SF	42	0.84	18.48	1.17%	\$34,800.53	1,581.84	1,214.61	30.23%	1,005.31	1,005.31	0%	2,587.15	2,219.92	367.24	16.54%	22					
C-1	Cypress	SF	35	0.7	10.5	0.66%	\$19,773.03	1,318.20	1,012.17	30.23%	837.75	837.75	0%	2,155.95	1,849.92	306.03	16.54%	15					
		SF	80	1.6	16	1.01%	\$30,130.33	3,013.03	2,275.52	32.41%	1,883.40	1,883.40	0%	4,896.43	4,158.92	737.51	17.73%	10	25.82	179,719			
		SF	65	1.3	39	2.47%	\$73,442.68	2,448.09	1,848.86	32.41%	1,530.26	1,530.26	0%	3,978.35	3,379.12	599.23	17.73%	30					
		SF	52	1.04	36.4	2.30%	\$68,546.50	1,958.47	1,479.09	32.41%	1,224.21	1,224.21	0%	3,182.68	2,703.30	479.38	17.73%	35					
C-2	Cypress	SF	42	0.84	25.2	1.59%	\$47,455.27	1,581.84	1,194.65	32.41%	988.78	988.78	0%	2,570.62	2,183.43	387.19	17.73%	30					
		SF	35	0.7	8.4	0.53%	\$15,818.42	1,318.20	995.54	32.41%	823.98	823.98	0%	2,142.18	1,819.52	322.66	17.73%	12					
		SF	80	1.6	6.4	0.40%	\$12,052.13	3,013.03	2,366.22	27.34%	1,958.47	1,958.47	0%	4,971.50	4,324.69	646.81	14.96%	4	17.54	122,086			
		SF	65	1.3	18.2	1.15%	\$34,273.25	2,448.09	1,922.55	27.34%	1,591.26	1,591.26	0%	4,039.35	3,513.81	525.54	14.96%	14					
D-1	Drake	SF	52	1.04	13.52	0.85%	\$25,460.13	1,958.47	1,538.04	27.34%	1,273.01	1,273.01	0%	3,231.48	2,811.05	420.43	14.96%	13					
		SF	42	0.84	26.04	1.65%	\$49,037.11	1,581.84	1,242.27	27.34%	1,028.20	1,028.20	0%	2,610.04	2,270.47	339.58	14.96%	31					
		SF	35	0.7	17.5	1.11%	\$32,955.05	1,318.20	1,035.22	27.34%	856.83	856.83	0%	2,175.03	1,892.05	282.98	14.96%	25					
		SF	80	1.6	14.4	0.91%	\$27,117.30	3,013.03	2,444.65	23.25%	2,023.39	2,023.39	0%	5,036.42	4,468.04	568.38	12.72%	9	10.35	72,041			
D-2	Drake	SF	65	1.3	26	1.64%	\$48,961.79	2,448.09	1,986.28	23.25%	1,644.00	1,644.00	0%	4,092.09	3,630.28	461.81	12.72%	20					
		SF	52	1.04	6.24	0.39%	\$11,750.83	1,958.47	1,589.02	23.25%	1,315.20	1,315.20	0%	3,273.67	2,904.22	369.45	12.72%	6					
E	Estates	SF	52	1.04	11.44	0.72%	\$21,543.19	1,958.47	1,452.15	34.87%	1,201.91	1,201.91	0%	3,160.38	2,654.06	506.33	19.08%	11	2.32	16,148			
G	Green	SF	100	2	102	6.45%	\$192,080.85	3,766.29	3,874.60	-2.80%	3,206.92	3,206.92	0%	6,973.21	7,081.52	(108.31)	-1.53%	51	28.7	199,765			
		SF	52	1.04	64.48	4.08%	\$121,425.23	1,958.47	1,749.12	11.97%	1,447.71	1,447.71	0%	3,406.18	3,196.83	209.35	6.55%	62	39.86	277,443			
H-1	Rosewood	SF	42	0.84	71.4	4.51%	\$134,456.60	1,581.84	1,412.75	11.97%	1,169.30	1,169.30	0%	2,751.14	2,582.05	169.09	6.55%	85					
		SF	35	0.7	27.3	1.73%	\$51,409.88	1,318.20	1,177.29	11.97%	974.41	974.41	0%	2,292.61	2,151.70	140.91	6.55%	39					
		SF	35	0.7	27.3	1.73%	\$51,409.88	1,318.20	1,315.85	0.18%	1,073.54	1,073.54	0%	2,391.74	2,389.39	2.35	0.10%	39	20.34	141,575			
		SF	40	0.8	11.2	0.71%	\$21,091.23	1,506.52	1,503.83	0.18%	1,288.25	1,288.25	0%	2,794.77	2,792.08	2.68	0.10%	14					
Group 1 - H-2	Hawthorne	SF	50	1	13	0.82%	\$24,480.89	1,883.15	1,879.79	0.18%	1,594.98	1,594.98	0%	3,478.13	3,474.77	3.35	0.10%	13					
		SF	25	0.5	23	1.45%	\$43,312.35	941.57	939.90	0.18%	766.82	766.82	0%	1,708.39	1,706.72	1.68	0.10%	46					
		SF	50	1	164	10.37%	\$308,835.88	1,883.15	1,912.74	-1.55%	1,592.89	1,592.89	0%	3,476.04	3,505.63	(29.59)	-0.84%	164	45.56	317,118			
		SF	50	1	0	0.00%	\$0.00	1,883.15	1,912.74	-1.55%	1,592.89	1,592.89	0%	3,476.04	3,505.63	(29.59)	-0.84%						
Group 1 - F	Cherry Hill	SF	50	1	0	0.00%	\$0.00	1,883.15	1,912.74	-1.55%	1,592.89	1,592.89	0%	3,476.04	3,505.63	(29.59)	-0.84%						
Group 1 - A-2	Ashley Park	SF	50	1	0	0.00%	\$0.00	1,883.15	1,912.74	-1.55%	1,592.89	1,592.89	0%	3,476.04	3,505.63	(29.59)	-0.84%						
Group 1 - M	Lakes	SF	50	1	0	0.00%	\$0.00	1,883.15	1,912.74	-1.55%	1,592.89	1,592.89	0%	3,476.04	3,505.63	(29.59)	-0.84%						
Group 2 - I	South Lake	SF																					
Group 2 - J	East Lake	SF																					
Group 2 - L	Enclave	SF																					
Group 2 - O	Waterside	SF																					
Group 2 - K	North Lake	SF	40	0.8	110.4	6.98%	\$207,899.28	1,506.52	1,894.66	-20.49%				1,534.73	1,534.73	0%	3,041.25	3,429.39	(388.15)	-11.32%	138	153	1,064,948
		SF	50	1	222	14.03%	\$418,058.33	1,883.15	2,368.33	-20.49%				1,918.41	1,918.41	0%	3,801.56	4,286.74	(485.18)	-11.32%	222		
		SF	60	1.2	37.2	2.35%	\$70,053.02	2,259.77	2,841.99	-20.49%				2,302.10	2,302.10	0%	4,561.87	5,144.09	(582.22)	-11.32%	31		
		SF	40	0.8	30.4	1.92%	\$57,247.63	1,506.52	1,894.66	-20.49%				1,432.69	1,432.69	0%	2,939.21	3,327.35	(388.15)	-11.67%	38		
Office	Golf Course	SF	50	1	28	1.77%	\$52,728.08	1,883.15	2,368.33	-20.49%				1,790.86	1,790.86	0%	3,674.01	4,159.19	(485.18)	-11.67%	28		
		SF	60	1.2	16.8	1.06%	\$31,636.85	2,259.77	2,841.99	-20.49%				2,149.03	2,149.03	0%	4,408.80	4,991.02	(582.22)	-11.67%	14		
		Office	0.28	4	1.12	0.07%	\$2,109.12	\$2,109.12	1,927.85	9.40%				5,505.44	5,505.44	0%	7,614.56	7,433.29	181.27	2.44%		0.28	1,949
GC	Commercial	Comm	31500		21.00	1.33%	\$39,546.06	\$39,546.06	28,917.74	36.75%				52,624.28	52,624.28	0%	92,170.34	81,542.02	10,628.32	13.03%		4.2	29,234
Comm	Commercial	Comm	2.44	4	9.76	0.62%	\$18,379.50	\$18,379.50	16,799.83	9.40%				5,505.44	5,505.44	0%	23,884.94	22,305.27	1,579.67	7.08%		2.44	16,983
Tract GA	TBD	TBD	2.13	4	8.52	0.54%	\$16,044.40	\$16,044.40	14,665.42	9.40%				-	-	0%	16,044.40	14,665.42	1,378.98	9.40%		2.13	14,826
Cat Lake Access	TBD	TBD	2.61	4	10.44	0.66%	\$19,660.04	\$19,660.04	17,970.31	9.40%				-	-	0%	19,660.04	17,970.31	1,689.73	9.40%		2.61	18,167
TC/M*	SF	SF	50	1	35	2.21%	\$65,910.10	1,883.15	1,984.90	-5.13%				1,234.92	1,234.92	0%	3,118.07	3,219.82	(101.75)	-3.16%	35	10.09	70,231
TC/M*	TC 1 and TC 2	TC	11.93	4	47.72	3.02%	\$89,863.71	\$89,863.71	82,140.15	9.40%				5,505.44	5,505.44	0%	95,369.15	87,645.59	7,723.56	8.81%		11.93	83,038
TC*	TC 3 and TC 4	TC	7.43	4	29.72	1.88%	\$55,967.09	\$55,967.09	51,156.86	9.40%				4,283.68	4,283.68	0%	60,250.77	55,440.54	4,810.23	8.68%		7.43	51,716
						1581.78	1	\$2,978,722.06												1561	427.95	2,978,722	

Amounts based on ERU adjustments - if voted on!



**Harmony Community Development District  
Summary of Assessment 2027 Rates**

Neighborhood	Neighborhood Name	Lot Type	Lot Width	O&M			2014 Debt Service			2015 Debt Service			Total				Units	Acres	FY 2027 per Neighborhood
				FY 2027	FY 2026	% Change	FY 2027	FY 2026	% Change	FY 2027	FY 2026	% Change	FY 2027	FY 2026	\$ Change	% Change			
A-1	Ashley Park	MF	n/a	739.83	731.83	1.09%	605.71	605.71	0%				1,345.54	1,337.54	8.00	0.60%	186	19.77	137,608
B	Birchwood	SF	80	2,338.83	2,313.54	1.09%	1,914.87	1,914.87	0%				4,253.70	4,228.41	25.29	0.60%	9	23.58	164,127
		SF	65	1,900.30	1,879.75	1.09%	1,555.83	1,555.83	0%				3,456.13	3,435.58	20.55	0.60%	25		
		SF	52	1,520.24	1,503.80	1.09%	1,244.66	1,244.66	0%				2,764.90	2,748.46	16.44	0.60%	35		
		SF	42	1,227.88	1,214.61	1.09%	1,005.31	1,005.31	0%				2,233.19	2,219.92	13.28	0.60%	22		
C-1	Cypress	SF	35	1,023.24	1,012.17	1.09%	837.75	837.75	0%				1,860.99	1,849.92	11.07	0.60%	15		
		SF	80	2,300.40	2,275.52	1.09%	1,883.40	1,883.40	0%				4,183.80	4,158.92	24.88	0.60%	10	25.82	179,719
		SF	65	1,869.07	1,848.86	1.09%	1,530.26	1,530.26	0%				3,399.33	3,379.12	20.21	0.60%	30		
		SF	52	1,495.26	1,479.09	1.09%	1,224.21	1,224.21	0%				2,719.47	2,703.30	16.17	0.60%	35		
		SF	42	1,207.71	1,194.65	1.09%	988.78	988.78	0%				2,196.49	2,183.43	13.06	0.60%	30		
C-2	Cypress	SF	35	1,006.42	995.54	1.09%	823.98	823.98	0%				1,830.40	1,819.52	10.88	0.60%	12		
		SF	80	2,392.09	2,366.22	1.09%	1,958.47	1,958.47	0%				4,350.56	4,324.69	25.87	0.60%	4	17.54	122,086
		SF	65	1,943.57	1,922.55	1.09%	1,591.26	1,591.26	0%				3,534.83	3,513.81	21.02	0.60%	14		
		SF	52	1,554.86	1,538.04	1.09%	1,273.01	1,273.01	0%				2,827.87	2,811.05	16.81	0.60%	13		
		SF	42	1,255.85	1,242.27	1.09%	1,028.20	1,028.20	0%				2,284.05	2,270.47	13.58	0.60%	31		
D-1	Drake	SF	35	1,046.54	1,035.22	1.09%	856.83	856.83	0%				1,903.37	1,892.05	11.32	0.60%	25		
		SF	80	2,471.38	2,444.65	1.09%	2,023.39	2,023.39	0%				4,494.77	4,468.04	26.72	0.60%	9	10.35	72,041
		SF	65	2,007.99	1,986.28	1.09%	1,644.00	1,644.00	0%				3,651.99	3,630.28	21.71	0.60%	20		
D-2	Drake	SF	52	1,606.39	1,589.02	1.09%	1,315.20	1,315.20	0%				2,921.59	2,904.22	17.37	0.60%	6		
		SF	n/a	1,468.02	1,452.15	1.09%	1,201.91	1,201.91	0%				2,669.93	2,654.06	15.87	0.60%	11	2.32	16,148
E	Estates	SF	n/a	3,916.96	3,874.60	1.09%	3,206.92	3,206.92	0%				7,123.88	7,081.52	42.36	0.60%	51	28.7	199,765
G	Green	SF	52	1,768.24	1,749.12	1.09%	1,447.71	1,447.71	0%				3,215.95	3,196.83	19.12	0.60%	62	39.86	277,443
		SF	42	1,428.19	1,412.75	1.09%	1,169.30	1,169.30	0%				2,597.49	2,582.05	15.44	0.60%	85		
		SF	35	1,190.16	1,177.29	1.09%	974.41	974.41	0%				2,164.57	2,151.70	12.87	0.60%	39		
H-1	Rosewood	SF	35	1,330.24	1,315.85	1.09%	1,073.54	1,073.54	0%				2,403.78	2,389.39	14.38	0.60%	39	20.34	141,575
		SF	40	1,520.27	1,503.83	1.09%	1,288.25	1,288.25	0%				2,808.52	2,792.08	16.44	0.59%	14		
		SF	50	1,900.34	1,879.79	1.09%	1,594.98	1,594.98	0%				3,495.32	3,474.77	20.55	0.59%	13		
		SF	25	950.17	939.90	1.09%	766.82	766.82	0%				1,716.99	1,706.72	10.27	0.60%	46		
Group 1 - H-2	Hawthorne	SF	50	1,933.65	1,912.74	1.09%	1,592.89	1,592.89	0%				3,526.54	3,505.63	20.91	0.60%	164	45.56	317,118
Group 1 - F	Cherry Hill	SF	50	1,933.65	1,912.74	1.09%	1,592.89	1,592.89	0%				3,526.54	3,505.63	20.91	0.60%			
Group 1 - A-2	Ashley Park	SF	50	1,933.65	1,912.74	1.09%	1,592.89	1,592.89	0%				3,526.54	3,505.63	20.91	0.60%			
Group 1 - M	Lakes	SF	50	1,933.65	1,912.74	1.09%	1,592.89	1,592.89	0%				3,526.54	3,505.63	20.91	0.60%			
Group 2 - I	South Lake	SF										-	-	-	-				
Group 2 - J	East Lake	SF										-	-	-	-				
Group 2 - L	Enclave	SF										-	-	-	-				
Group 2 - O	Waterside	SF										-	-	-	-				
			40	1,915.37	1,894.66	1.09%				1,534.73	1,534.73	0%	3,450.10	3,429.39	20.71	0.60%	138	153	1,064,948
			50	2,394.22	2,368.33	1.09%				1,918.41	1,918.41	0%	4,312.63	4,286.74	25.89	0.60%	222		
			60	2,873.06	2,841.99	1.09%				2,302.10	2,302.10	0%	5,175.16	5,144.09	31.07	0.60%	31		
Group 2 - K	North Lake	SF	40	1,915.37	1,894.66	1.09%				1,432.69	1,432.69	0%	3,348.06	3,327.35	20.71	0.62%	38		
		SF	50	2,394.22	2,368.33	1.09%				1,790.86	1,790.86	0%	4,185.08	4,159.19	25.89	0.62%	28		
		SF	60	2,873.06	2,841.99	1.09%				2,149.03	2,149.03	0%	5,022.09	4,991.02	31.07	0.62%	14		
Office	Office		1,948.92	1,927.85	1.09%				5,505.44	5,505.44	0%	7,454.36	7,433.29	21.08	0.28%		0.28	1,949	
GC	Golf Course	Golf Course		29,233.87	28,917.74	1.09%				52,624.28	52,624.28	0%	81,858.15	81,542.02	316.13	0.39%		4.2	29,234
Comm	Commercial	Comm		16,983.48	16,799.83	1.09%				5,505.44	5,505.44	0%	22,488.92	22,305.27	183.65	0.82%		2.44	16,983
Tract GA		TBD		14,825.75	14,665.42	1.09%				-	-	0%	14,825.75	14,665.42	160.32	1.09%		2.13	14,826
Cat Lake Access		TBD		18,166.76	17,970.31	1.09%				-	-	0%	18,166.76	17,970.31	196.45	1.09%		2.61	18,167
TC/M*		SF	50	2,006.60	1,984.90	1.09%				1,234.92	1,234.92	0%	3,241.52	3,219.82	21.70	0.67%	35	10.09	70,231
TC/M*		TC 1 and TC 2		83,038.10	82,140.15	1.09%				5,505.44	5,505.44	0%	88,543.54	87,645.59	897.95	1.02%		11.93	83,038
TC*		TC 3 and TC 4		51,716.10	51,156.86	1.09%				4,283.68	4,283.68	0%	55,999.78	55,440.54	559.24	1.01%		7.43	51,716
																1561	427.95	2,978,722	

Adjusted for increase in assessment based on prior year calculation!



# HARMONY COMMUNITY DEVELOPMENT DISTRICT

## Budget Item Description

### Revenues

#### On-Roll Assessments

The District levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating and maintenance expenditures during the Fiscal Year. Assessments collected via the tax collector are referred to as "On-Roll Assessments."

#### On-Roll Assessment Discount

The statutory reduction applied to property assessments when owners pay their annual assessments early, typically through the county's tax roll collection process.

### General & Administrative Expenses

#### Board Supervisor Fees

Chapter 190 of the Florida Statutes allows for a member of the Board of Supervisors to be compensated for meeting attendance and to receive up to \$200.00 per meeting, not to exceed \$4,800 per year paid to each Supervisor. The amount for the Fiscal Year is based upon all supervisors attending the meetings. The budget covers 12 supervisor meetings and 2 budget meetings.

#### Arbitrage Rebate

Annual computations are necessary to calculate rebate liability to ensure the District's compliance with all tax regulations.

#### Disclosure Agent

When bonds are issued for the District, the Bond Indenture requires continuing disclosure, which the dissemination agent provides to the trustee and bond holders.

#### Engineering

The District's engineer, Pegasus Engineering, Inc., provides general engineering services to the District, including preparation for and attendance at monthly Board meetings, review of invoices, preparation of requisitions, and other related tasks.



### **District Legal Counsel**

The District's counsel, Kutak Rock LLP, is responsible for preparing for and attending Board meetings, as well as providing legal advice, recommendations, and representation as needed or as directed. They also handle all other legal services requested by the District.

### **Management**

PFM Group Consulting provides the District with management, accounting, and administrative services.

### **Property Appraiser**

The Osceola County Property Appraiser provides the District with a detailed listing of the legal descriptions for each parcel within the District boundaries, along with the corresponding property owners' names and addresses. The District reimburses the Property Appraiser for the necessary administrative costs associated with providing this service.

### **Assessment Administration**

The District levies non-ad valorem assessments on all assessable property within its boundaries to fund operating expenses for the Fiscal Year. These assessments are typically collected through the Tax Collector. Each year, the District Manager submits the Assessment Roll to the Tax Collector by the deadline established by the Tax Collector or Property Appraiser.

### **Trustee Fees**

U.S. Bank, as Trustee, submits annual invoices for services rendered on the bond series. These fees cover the maintenance and administration of the District's trust accounts.

### **Auditing Services**

The District is required by Florida Statutes to have an Independent Certified Public Accounting firm to conduct an annual audit of its financial records.

### **Postage & Shipping**

Postage and freight expenses incurred for District mailings, deliveries, correspondence, and related items.



### **Meeting Room**

Fee charged for the monthly use of the meeting room at Su Mesa Café.

### **Legal Advertising**

The District will incur expenses related to required legal advertising. These advertisements may include, but are not limited to, notices for monthly meetings, special meetings, and public hearings of the District.

### **Assessment Collective Cost**

This represents the estimated cost incurred by the County each fiscal year to administer and collect assessments. These expenses include the operational and administrative activities required to bill, process, and enforce payment of assessment charges.

### **Annual District Filing Fees**

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175.

### **Website Maintenance**

Represents the costs associated with monitoring and maintaining the District's website, as required under Chapter 189, Florida Statutes. These services include performance monitoring, security and firewall management, updates, document uploads, hosting and domain renewals, website backups, ADA compliance, and other related support.

## **Field Expenses**

### **Field Management**

This represents the current contracted amount for onsite field services provided by Berman.

### **Miscellaneous/Field Item Material**

These are additional materials, supplies, or minor components used in the field that do not fall under a primary material category but are necessary to complete a task, project, or maintenance activity. These items typically support field operations and may include low-cost parts, consumables, or situational materials required to address unexpected conditions.



## Insurance Expenses

### General Insurance

The cost of the District's annual general liability insurance coverage. This coverage is provided by Egis Insurance, which specializes in serving governmental entities.

### Property & Casualty

The District's property and casualty insurance coverage is provided by EGIS Insurance who specializes in providing insurance coverage to governmental agencies.

### Auto Liability & Physical Damage

Provides insurance coverage for organizational vehicles used in the field. Auto liability protects against financial responsibility for third-party bodily injury, property damage, and related legal defense costs resulting from vehicle operations. Physical damage coverage protects the organization's own vehicles from loss due to collision, theft, vandalism, weather events, or other covered incidents, ensuring vehicles can be repaired or replaced with minimal operational disruption.

### Public Officials Liability Insurance

Supervisors' and Officers' liability insurance provided by EGIS Insurance who specializes in providing insurance coverage to governmental agencies.

## Landscape & Irrigation Expenses

### Mulch & Pine Straw

These are natural ground-cover materials used in landscaping to protect soil, support plant health, and enhance the appearance of landscaped areas.

### Landscaping Maintenance & Material

The District has a contract with ULS to maintain the landscaping located within the District. These services include monthly landscape maintenance such as mowing, weeding, edging, blowing debris and shrubs and groundcover pruning, as well as: fertilization, insect control, weed control, and irrigation inspections.



### **Landscape Improvements**

Additional landscape improvements performed outside of the services already covered under the existing contract.

### **Annuals**

These are Flowering plants that complete their entire life cycle—germination, growth, blooming, and seed production—within a single growing season. Because they last for only one season, annuals are commonly used to provide seasonal color, vibrant accents, and high-impact visual appeal in landscape beds, entryways, medians, and ornamental plantings. Annuals are typically installed in spring/summer or fall/winter rotations, selected for their ability to thrive in specific weather conditions.

### **Parks & Facilities**

The management, maintenance, and operation of public recreational spaces, landscaped areas, and community structures that support residents' quality of life. This category includes the care of parks, playgrounds, athletic fields, green spaces, trails, and public grounds, as well as the upkeep of buildings, shelters, restrooms, pavilions, community centers, and other public-use facilities.

### **Irrigation Repairs**

The maintenance and restoration of irrigation system components to ensure proper water delivery to landscaped areas. This work includes diagnosing issues, replacing damaged parts, correcting coverage problems, and restoring system functionality to support healthy turf, plants, and overall landscape performance.

### **Garden Lots**

Maintenance, repairs, or supplies for garden lots.

### **Trees Trimming & Removal**

Includes all services required to maintain tree health, appearance, and safety. This work involves both routine maintenance and corrective actions to address hazardous or declining trees.



### **Wetland Exotic Treatment**

Management and removal of approximately 181.2 acres of wetlands and buffer areas, targeting invasive species classified as FLEPPC Category I and II. These categories refer to non-native plant species that pose significant threats to Florida's natural ecosystems.

### **Miscellaneous**

Costs, materials, or services that do not fall under a specific predefined category but are necessary to support the overall completion of work, project operations, or maintenance activities. This category captures minor, occasional, or unpredictable items that arise during routine tasks or special circumstances.

### **Security Expenses**

#### **Security**

This refers to the services, systems, and measures in place to protect people, property, and facilities from unauthorized access, theft, vandalism, and safety risks. This category includes both preventive and responsive actions designed to maintain a safe and secure environment.

#### **Security – Wi-Fi**

The wireless network systems and services that support security operations across facilities, parks, or public areas. This includes the dedicated Wi-Fi infrastructure used to connect and operate security equipment such as cameras, access control devices, alarms, gates, sensors, and monitoring systems.

### **Utility Expenses**

#### **Electricity**

The power supplied to facilities, equipment, lighting, and infrastructure to support daily operations and maintain essential services. This includes the electrical energy required to run buildings, parks, irrigation systems, security devices, Wi-Fi networks, lighting fixtures, HVAC systems, pumps, and other operational equipment.

#### **Streetlights**

The lighting infrastructure installed along roads, pathways, parks, parking areas, and public spaces to provide visibility, safety, and security during nighttime hours. This includes the poles, fixtures, bulbs/LED units, wiring, controls, and electrical components required to operate and maintain dependable outdoor illumination.



## **Water & Sewer**

The essential utility services and infrastructure supply clean, potable water to facilities and public spaces and remove wastewater safely and efficiently. This category includes the operation, maintenance, and repair of systems responsible for water delivery, irrigation supply, sewage collection, and wastewater transport.

## **Waste Refuse Removal**

The collection, handling, and disposal of solid waste generated across facilities, parks, common areas, and public grounds. This service ensures that trash is removed regularly and managed in a safe, sanitary, and environmentally responsible manner.

## **Backflow Certification**

The inspection, testing, and documentation of backflow prevention devices to ensure they are functioning properly and protecting the potable water supply from contamination.

## **General Expenses**

### **Buck Lake**

Scheduled maintenance and treatment of nuisance aquatic species, including consultation with the pond management provider as needed. Costs are shared 50/50 with the Harmony West CDD.

### **Pool Chemical Supplies**

The essential materials, chemicals, and equipment are required to operate, maintain, and ensure the safety and cleanliness of swimming pools and water features.

### **Pond/Lake Maintenance**

The ongoing care, monitoring, and upkeep of man-made or natural ponds to ensure healthy water quality, proper ecological balance, and safe, attractive conditions. This service includes routine inspections, debris removal, vegetation management, and the maintenance of mechanical components that support pond function.

### **R&M Roads & Alleyways**

The repair and maintenance activities required to keep community roads, drive lanes, paved alleyways, and access routes in safe, functional, and well-maintained condition.



### **R&M Boats**

The repair and maintenance activities required to keep boats, watercraft, and related marine equipment in safe, functional, and reliable operating condition.

### **Sidewalk replacement**

The removal and reconstruction of damaged, deteriorated, or unsafe sidewalk sections to restore safe pedestrian pathways and maintain compliance with accessibility and safety standards. This work involves demolition of failing concrete, preparation of the base, installation of new materials, and finishing to ensure long-lasting, even, and structurally sound walking surfaces.

### **Reserve**

Funds set aside for non-specific, infrequent, or unexpected future capital repairs, replacements, or major maintenance items that do not fall into standard reserve categories.

### **CDD funds for the Community**

Funds set aside for the future fun planned by the board to support the community.



**Harmony Community Development District**  
Debt Service Budget  
FY 2027

	FY 2026 Proposed DS Budget <b>Series 2014</b>	FY 2026 Proposed DS Budget <b>Series 2015</b>
REVENUES:		
Amount needed	\$ 1,263,137.50	\$ 567,006.25
<b>TOTAL REVENUES</b>	<b><u>\$ 1,263,137.50</u></b>	<b><u>\$ 567,006.25</u></b>
EXPENDITURES:		
Interest 11/1/2026	\$ 150,018.75	\$ 94,812.50
Principal 5/1/2027	835,000.00	290,000.00
Interest 5/1/2027	150,018.75	94,812.50
<b>TOTAL EXPENDITURES</b>	<b><u>\$ 1,135,037.50</u></b>	<b><u>\$ 479,625.00</u></b>
<b>EXCESS REVENUES - (Interest 11/1/2027)</b>	<b><u>\$ 128,100.00</u></b>	<b><u>\$ 87,381.25</u></b>



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# **Harmony Community Development District**

**Resolution 2026-05,  
Setting a Public Hearing on the Adoption  
of Rules of Procedure**

**RESOLUTION 2026-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Harmony Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Osceola County, Florida; and

**WHEREAS**, the Board of Supervisors of the District ("**Board**") is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

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

**SECTION 1.** A Public Hearing will be held to adopt the District's Rules of Procedure on July 30, 2026, at 6 p.m., at Suenos Tenampa Private Room, 7251 Five Oaks Drive Harmony, Florida 34773.

**SECTION 2.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 28th day of May, 2026.

**ATTEST:**

**HARMONY COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors



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# **Harmony Community Development District**

## **Rules of Procedure**

**RULES OF PROCEDURE  
HARMONY  
COMMUNITY DEVELOPMENT DISTRICT  
RULE NO. \_\_\_\_\_**

**EFFECTIVE AS OF \_\_\_\_\_, 2026**

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**Rule 1.0      General.**

- (1) The Harmony Community Development District (the “**District**”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “**Rules**”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Rule 1.1 Board of Supervisors; Officers and Voting.**

- (1) Board of Supervisors. The Board of Supervisors of the District (the “**Board**”) shall consist of five (5) members. Members of the Board (“**Supervisors**”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
  - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
  - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
  - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
  - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
  - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("**District Manager**") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “**Record of Proceedings**,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.
- (7) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “**voting conflict of interest**” shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
  - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s

Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 112.3143, 190.006, 190.007, 286.012, Fla. Stat.

**Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.**

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
  - (b) Official minutes of meetings, including adopted resolutions of the Board;
  - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
  - (d) Adopted engineer's reports;
  - (e) Adopted assessment methodologies/reports;
  - (f) Adopted disclosure of public financing;
  - (g) Limited Offering Memorandum for each financing undertaken by the District;
  - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
  - (i) District policies and rules;
  - (j) Fiscal year end audits; and
  - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the

District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "**extensive**" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be

due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("**Coordinator**") for the District as required by the Florida Commission on Ethics ("**Commission**"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("**Reporting Individual**"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

**Rule 1.3 Public Meetings, Hearings, and Workshops.**

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
  - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
  - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
  - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at 407-723-5900. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
  - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days prior to such meeting, hearing, or workshop.

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any i) confidential and ii) confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comments
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
  - (a) District Counsel
  - (b) District Engineer
  - (c) District Manager
    - 1. Financial Report
    - 2. Approval of Expenditures
- Supervisor’s requests and comments

## Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation within the county in which the District is located. After an emergency meeting, the Board shall publish in a newspaper of general circulation within the county in which the District is located, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board or as otherwise provided in the resolution approving the annual budget(s). Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
- (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
  - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
  - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and

the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

**Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse**

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
  - (a) Prevent and detect “**fraud**,” “**waste**” and “**abuse**” as those terms are defined in section 11.45(1),
  - (b) Florida Statutes; and
  - (c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
  - (d) Support economical and efficient operations; and
  - (e) Ensure reliability of financial records and reports; and
  - (f) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** § 218.33(3), Fla. Stat.

## **Rule 2.0 Rulemaking Proceedings.**

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules, in accordance with the requirements of Section 190.011(5) of the Florida Statutes, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. A “**rule**” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Requirements of a Rule. All District rules as drafted shall:
  - (a) Contain only one subject;
  - (b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;
  - (c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and
  - (d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.
- (3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs (“**SERC**”) based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of \$200,000 in the aggregate in the state within one (1) year after implementation of the rule.
- (4) Notice of Rule Development.

- (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of a proposed rule (“**Notice of Rule Development**”) setting forth the following:
  - (i) the subject area to be addressed by rule development;
  - (ii) A short, plain explanation of the purpose and effect of the proposed rule;
  - (iii) The grant of rulemaking authority for the proposed rule;
  - (iv) The law being implemented;
  - (v) The proposed rule number; and
  - (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.
- (b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(5) Notice of Rulemaking.

- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the “**Notice of Rulemaking**”) setting forth the following:
  - (i) A short, plain explanation of the purpose and effect of the proposed rule;
  - (ii) The proposed rule number;
  - (iii) A summary of the proposed rule or amendment;
  - (v) The grant of rulemaking authority for the proposed rule;
  - (vi) The law being implemented or interpreted;
  - (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;

- (viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;
  - (ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
  - (x) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice;
  - (xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
  - (x) The date, time, and location of the public hearing on the proposed rule;
  - (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
  - (xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.
- (b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

- (c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.
  - (d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.
- (6) Modification of Rules.
- (a) Technical Changes.
    - (i) Prior to rule adoption, the District shall publish a notice of correction ("**Notice of Correction**") if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.
    - (ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.
  - (b) Substantive Changes.
    - (i) Prior to rule adoption, the District shall publish a notice of change ("**Notice of Change**") if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change must address a summary of the change and shall be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action. The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests

of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;
2. In response to written materials submitted to the District; or
3. In response to an objection with the proposed rule by the District Board.

(ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

- (a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.
- (b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- (c) In the event of a withdrawal of a proposed rule, the District shall publish a notice (“**Notice of Rule Withdrawal**”) in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.
- (d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(8) Rule Development Workshops.

- (a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.
- (b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.
- (c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:
  - (i) The place, date, and time of the workshop;
  - (ii) The subject area that will be addressed; and
  - (iii) The District Manager's contact information.

(9) Petitions to Initiate Rulemaking.

- (a) All Petitions to Initiate Rulemaking Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.
- (b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
- (c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.
  - (i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county

or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.

(ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.

2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the “**Notice of Denial of Rulemaking Petition**”). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.

(d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(10) Public Hearing.

(a) The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(b) The District shall publish notice of the public hearing (“**Notice of Public Hearing**”) in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the

scheduled public hearing. The Notice of Public Hearing shall include the following information:

- (i) The date, time, and location of the public hearing; and
- (ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

- (a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action or if the Legislature authorizes the District to adopt emergency rules. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District.
- (b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the “**Notice of Emergency Rule**”) which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:
  - (i) The full text of the rule(s); and
  - (ii) The District’s findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.
- (c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.

- (i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “**Notice of Renewal of Emergency Rule**”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.
- (ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.
- (d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.
- (e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.
- (f) The District may repeal an emergency rule before it expires by publishing a notice (“**Notice of Repeal of Emergency Rule**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:
  - (i) The full text of the emergency rule and a summary thereof;
  - (ii) The rule number; and
  - (iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.
- (12) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation within the county or counties in which the District is located.

- (13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record (“**Rulemaking Record**”) which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:
- (a) A copy of the rule;
  - (b) Any material incorporated by reference in the rule;
  - (c) A detailed written statement of the facts and circumstances justifying the proposed rule;
  - (d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;
  - (e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;
  - (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and
  - (g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.
- (14) Petitions to Challenge Rules.
- (a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District’s authority.
    - (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.
    - (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.
  - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation

of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.

- (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) At the hearing, the petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (e) Hearings held under this section shall be de novo in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, the petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. During the hearing, the hearing officer may:
  - (i) Administer oaths and affirmations;
  - (ii) Rule upon offers of proof and receive relevant evidence;
  - (iii) Regulate the course of the hearing, including any pre-hearing matters;
  - (iv) Enter orders; and
  - (v) Make or receive offers of settlement, stipulation, and adjustment.

- (f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.
- (15) Variations and Waivers. A “**variance**” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “**waiver**” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variations and waivers from District rules may be granted subject to the following:
- (a) Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “**substantial hardship**” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “**principles of fairness**” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
- (b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District's rule. Each petition shall specify:
- (i) The rule from which a variance or waiver is requested;
- (ii) The type of action requested;
- (iii) The specific facts that would justify a waiver or variance for the petitioner; and
- (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
  - (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action. The District shall maintain a record of the type and disposition of each petition filed.
- (16) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings.

**Specific Authority:** §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

**Law Implemented:** §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2), 190.011(5), 190.035(2), Fla. Stat.

**Rule 3.0 Competitive Purchase.**

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
  - (a) **“Competitive Solicitation”** means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
  - (b) **“Continuing Contract”** means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
  - (c) **“Contractual Service”** means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
  - (d) **“Design-Build Contract”** means a single contract with a Design-Build Firm for the design and construction of a public construction project.

- (e) **“Design-Build Firm”** means a partnership, corporation or other legal entity that:
  - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
  - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) **“Design Criteria Package”** means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) **“Design Criteria Professional”** means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) **“Emergency Purchase”** means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) **“Invitation to Bid”** is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) **“Invitation to Negotiate”** means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) **“Negotiate”** means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) **“Professional Services”** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm’s or individual’s professional employment or practice.
- (m) **“Proposal (or Reply or Response) Most Advantageous to the District”** means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
  - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
  - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
  - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) **“Purchase”** means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.
- (o) **“Request for Proposals”** or **“RFP”** is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and

requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) **“Responsive and Responsible Bidder”** means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. **“Responsive and Responsible Vendor”** means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
- (i) The ability and adequacy of the professional personnel employed by the entity/individual;
  - (ii) The past performance of the entity/individual for the District and in other professional employment;
  - (iii) The willingness of the entity/individual to meet time and budget requirements;
  - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
  - (v) The recent, current, and projected workloads of the entity/individual;
  - (vi) The volume of work previously awarded to the entity/individual;
  - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
  - (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) **“Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response”** all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the

Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.033, 255.20, 287.055, Fla. Stat.

**Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.**

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, “**Project**” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
  
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm’s qualification submittal:
  - (a) Hold all required applicable state professional licenses in good standing;
  - (b) Hold all required applicable federal licenses in good standing, if any;
  - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
  - (d) Meet any qualification requirements set forth in the District’s Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has

the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
  - (i) The ability and adequacy of the professional personnel employed by each consultant;
  - (ii) Whether a consultant is a certified minority business enterprise;
  - (iii) Each consultant's past performance;
  - (iv) The willingness of each consultant to meet time and budget requirements;
  - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
  - (vi) The recent, current, and projected workloads of each consultant; and
  - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that “wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting.” In addition, any professional service contract under which such a certificate is required, shall contain a provision that “the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.”
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

### Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. “**Auditing Services**” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

- (1) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee (“**Committee**”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
- (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
  - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
    - (i) Hold all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
  - (i) Ability of personnel;
  - (ii) Experience;
  - (iii) Ability to furnish the required services; and
  - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (4) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

- (5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (2)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (6) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is

reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

- (7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
  - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
  - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
  - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
  - (e) Provisions required by law that require the auditor to comply with public records laws.
- (8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** §§ 119.0701, 218.33, 218.391, Fla. Stat.

**Rule 3.3 Purchase of Insurance.**

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
  - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
  - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall allow at least fourteen (14) days for submittal of bids.
  - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
  - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
  - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
  - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
  - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee

premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** § 112.08, Fla. Stat.

### **Rule 3.4 Pre-qualification**

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
  - (a) The Board shall cause to be prepared a Request for Qualifications.
  - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
  - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the county or counties in which the project is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
  - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
  - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
  - (i) Hold all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(2) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor’s pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
  - (i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
  - (ii) Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
  - (iii) The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
  - (iv) The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
  - (v) The vendor’s qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the

subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

- (vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- (vii) The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
- (viii) The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- (ix) The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- (x) The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- (xi) An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- (xii) The vendor or affiliate(s) has been convicted of a contract crime.
  - 1. The term "**contract crime**" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
  - 2. The term "**convicted**" or "**conviction**" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of

record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- (i) Impacts on project schedule, cost, or quality of work;
- (ii) Unsafe conditions allowed to exist;
- (iii) Complaints from the public;
- (iv) Delay or interference with the bidding process;
- (v) The potential for repetition;
- (vi) Integrity of the public contracting process;
- (vii) Effect on the health, safety, and welfare of the public.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** §§ 190.033, 255.0525, 255.20, Fla. Stat.

**Rule 3.5 Construction Contracts, Not Design-Build.**

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, or to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
  - (i) Hold all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or

Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (k) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board

with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (1) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
  - (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

**Rule 3.6 Construction Contracts, Design-Build.**

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
  - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
  - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
  - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
    - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
    - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation within the county in which the project is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
  - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
  - b. Hold all required applicable federal licenses in good standing, if any;
  - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
  - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of

the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
  9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
  10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
  - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

**Rule 3.7      Payment and Performance Bonds.**

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
  
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board shall require that the contractor, before commencing the work, execute and record a payment and performance bond, or other acceptable surety, in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
  
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** § 255.05, Fla. Stat.

**Rule 3.8 Goods, Supplies, and Materials.**

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “**goods, supplies, and materials**” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsive and Responsible Bidder whose principal place of business is in the State of

Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which

may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

**Rule 3.9 Maintenance Services.**

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
  - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
  - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
  - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
  - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
  - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

**Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.**

**Rule 3.10 Contractual Services.**

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
  
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

**Rule 3.11     Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.**

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1)     Filing.

- (a)     With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
  
- (b)     Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award or after posting on the District's website if so provided for in the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
  
- (c)     If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be

awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount and form of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via e-mail (with a delivery and read receipt), United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
  - (a) Administer oaths and affirmations;
  - (b) Rule upon offers of proof and receive relevant evidence;
  - (c) Regulate the course of the hearing, including any pre-hearing matters;

- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.
- (7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (8) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** §§ 120.69(2)(a), 190.033, Fla. Stat.

**Rule 4.0      Effective Date.**

These Rules shall be effective \_\_\_\_\_, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.011(5), 190.011(15), Fla. Stat.



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# **Harmony Community Development District**

## **Notice of Rule Development**

**NOTICE OF RULE DEVELOPMENT BY THE  
HARMONY COMMUNITY DEVELOPMENT DISTRICT**

In accordance with Chapters 120 and 190, *Florida Statutes*, the Harmony Community Development District (the “**District**”) hereby gives the public notice of its intention to develop revised Rules of Procedure (the “**Proposed Rules**”) to govern the operations of the District. The rule number for the Proposed Rule of the District is [REDACTED].

The revised Rules of Procedure will address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings, competitive purchase including procedure under the Consultants’ Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the revised Rules of Procedure is to provide for efficient and effective district operations and to ensure compliance with recent changes to Florida law. The specific grant of rulemaking authority for the adoption of the proposed revised Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, *Florida Statutes*. The specific laws implemented in the proposed revised Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 120.54, 120.542, 120.5435, 120.56, 120.69, 120.81, 189.053, 189.069, 190.006, 190.007, 190.008, 190.011, 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.012, 286.0113, 286.0114, 287.017, 287.055, and 287.084, *Florida Statutes*.

A copy of the proposed revised Rules of Procedure and the related incorporated documents, if any, may be obtained by contacting the District Manager, c/o PFM Management Services LLC, 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817, Phone (407)-723-5900.

Lynne Mullins, District Manager  
Harmony Community Development District

Run Date: [REDACTED], 2026

**PUBLISH: AT LEAST 7 DAYS PRIOR TO NOTICE OF RULEMAKING AND 35 DAYS PRIOR TO PUBLIC HEARING**



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# **Harmony Community Development District**

## **Notice of Rulemaking**

**NOTICE OF RULEMAKING  
REGARDING THE REVISED RULES OF PROCEDURE OF THE  
HARMONY COMMUNITY DEVELOPMENT DISTRICT**

In accordance with Chapters 120 and 190, *Florida Statutes*, the District hereby gives the public notice of its intent to adopt its proposed revised Rules of Procedure (“**Proposed Rules**”). The rule number for the Proposed Rules of the District is \_\_. Prior notice of rule development relative to the Proposed Rules was published in the \_\_\_\_\_ on \_\_\_\_\_, 2026.

A public hearing will be conducted by the Board of Supervisors (“**Board**”) of the Harmony Community Development District (“**District**”) on \_\_\_\_\_, 2026, at 6:00 p.m. at **Suenos Tenampa Private Room, 7251 Five Oaks Drive, Harmony, FL 34773** relative to the adoption of the Proposed Rules. Pursuant to Sections 190.011(5) and 190.012(3), *Florida Statutes*, the Proposed Rules will not require legislative ratification.

The summary of, purpose and effect of the Rules of Procedure is to provide for efficient and effective district operations and to ensure compliance with recent changes to Florida law. The specific grant of rulemaking authority for the adoption of the Proposed Rules includes Sections 190.011(5), 190.011(15) and 190.035, *Florida Statutes*. The specific laws implemented in the Proposed Rule include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 120.54, 120.542, 120.5435, 120.56, 120.69, 120.81, 189.053, 189.069, 190.006, 190.007, 190.008, 190.011, 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.012, 286.0113, 286.0114, 287.017, 287.055, and 287.084, *Florida Statutes*.

A statement of estimated regulatory costs, as defined in Section 120.541(2), *Florida Statutes*, has not been prepared relative to the Proposed Rule. Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), *Florida Statutes*, must do so in writing within twenty-one (21) days after publication of this notice to the District Manager’s Office (defined below).

For more information regarding the public hearing, the Proposed Rules, or for a copy of the Proposed Rules and the related incorporated documents, if any, please contact the District Manager c/o PFM Management Services LLC, 3501 Quadrangle Blvd., Suite 270 Orlando, FL 32817, 407-723-5900, mullinsl@pfm.com (“**District Manager’s Office**”).

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at the public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the public hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this public hearing because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1-800-955-8770 for aid in contacting the District Manager's Office.

District Manager  
Lynne Mullins, Harmony\_Community Development District

Run Date: \_\_\_\_\_, 2026

**PUBLISH: AT LEAST 7 DAYS AFTER NOTICE OF RULE DEVELOPMENT AND AT LEAST 28 DAYS PRIOR TO ADOPTION DATE**



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# **Harmony Community Development District**

**Proposal from Bio-Tech Consulting, LLC**



# Bio-Tech Consulting

An EnviroTrac Company

March 31, 2026

Daniel Rom  
**Wrathell, Hunt and Associates, LLC - Boca Raton**  
2300 Glades Road  
#410W  
Boca Raton, Florida 33431

**Proj: Harmony West Buck Lake 2026 Management**  
**Re: Proposal for Environmental Services - (BTC Proposal No. 26-676)**

Dear Daniel:

Bio-Tech Consulting (BTC) is pleased to provide this proposal for environmental services associated with Harmony West Buck Lake 2026 Management in Osceola County. If you would like BTC to proceed with the scope outlined herein, please sign the signature block, complete the billing information section and initial where provided, then return to my attention.

BTC is a full-service environmental consulting firm supporting land development projects from due diligence through permitting. Known for wetland and wildlife permitting, we also provide Phase I & II ESAs, mitigation banking, environmental monitoring, aquatic management, wildlife science, arbor assessments, erosion and sediment control, and coastal/marine services, delivering a single-source environmental solution that streamlines delivery and keeps schedules on track.

## [Environmental Services](#)

Should you have any questions or require any additional information, please do not hesitate to contact this office at (407) 894-5969 or toll free at (877) 894-5969. Thank you.

Regards,  
Jay Baker  
Vice President of Permitting Services

Orlando [HeadQuarters]  
3025 East South Street  
Orlando, FL 32803

Cocoa  
400 High Point Drive  
Suite 400  
Cocoa, FL 32926

Jacksonville  
11235 St. Johns Industrial Pkwy N  
Suite 2  
Jacksonville, FL 32246

Key West  
1107 Key Plaza  
Suite 259  
Key West, FL 33040

Lantana  
445 West Lantana Road  
Suite 5  
Lantana, FL 33462

Tallahassee  
2560-1 Barrington Circle  
Tallahassee, FL, 32308

Tampa  
6011 Benjamin Road  
Suite 101-B  
Tampa, FL 33634

Denver  
10701 Melody Drive  
Suite 304  
Northglenn, CO 80234

Raleigh-Durham  
1408 Christian Avenue  
Suite 11  
Durham, NC 27705

East Syracuse  
6700 Old Collamer Road  
Suite 112  
East Syracuse, NY 13057

Bismarck  
4501 Coleman Street  
Suite 103  
Bismarck, ND 58503

Austin  
3801 N Capital of TX Highway  
Suite E-240  
Austin, TX 78746

Midland  
5154 West County Road 12  
Midland, TX 79706

San Antonio  
7700 Broadway Street  
Suite 104  
San Antonio, TX 78209

Orlando [Land & Aquatic  
Management Operations]  
3825 Rouse Road  
Orlando, FL 32817

**PROPOSAL FOR ENVIRONMENTAL SERVICES  
HARMONY WEST BUCK LAKE 2026 MANAGEMENT  
BTC PROPOSAL No. 26-676**

**1. MAINTENANCE MONTHLY - LAKESHORES (75-10)**

This task will consist of herbicide treatment of nuisance and invasive exotic vegetation from the lakeshore areas. Maintenance events will occur monthly.

**NOTES:** \$1,400.00 per event for 12 months.

**TOTAL PRICE:** \$16,800.00

**2. GENERAL PROJECT COORDINATION (65-0)**

Project coordination will cover any requested reports, meetings, telephone calls, or other consultation as needed for the project.


**Hourly Not to Exceed Total Price:** \$2,500.00

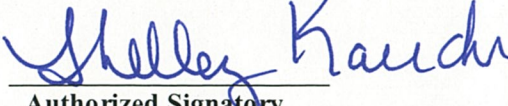
**Bio-Tech Consulting**  
**Time & Materials Schedule**

Expert Witness	\$450.00/Hour
President, John Miklos	\$350.00/Hour
Vice Presidents/Directors	\$250.00/Hour
Senior Scientist	\$225.00/Hour
Environmental Lead	\$200.00/Hour
Environmental Scientist IV	\$190.00/Hour
Environmental Scientist III	\$180.00/Hour
Environmental Scientist II	\$170.00/Hour
Environmental Scientist I	\$160.00/Hour
Land Management Supervisor	\$175.00/Hour
Environmental Field Tech	\$125.00/Hour
GIS and Data Analyst	\$145.00/Hour
Administration	\$75.00/Hour
Materials & Costs	Cost + 12.5%

Bio-Tech Consulting's company policy requires that the Proposal for Services must be executed and returned via fax, email or post prior to initiation of any work associated with this scope and/or project. The client will only be billed for the tasks and/or hours completed. Fees and all other charges will be billed monthly or as the work progresses and the net amount shall be due at the time of invoicing. Any Time and Materials work is based on the above rates and any actual costs incurred. Any work requested outside of this Proposal for Services described above would require either an additional contract or authorization for Time and Materials. Please note that the hourly rates are subject to the current year's pricing. Any balance remaining unpaid after 30 days of initial invoicing will be subject to an interest charge of 12% APR (not to exceed the maximum rate allowable by law). The client agrees that any balance remaining unpaid after 90 days from the date of the initial invoicing shall be deemed in default. The client further agrees that in the event payment is not made and the amount is referred to a Collection Agency and/or an attorney, to pay all cost of collection, including but not limited to, all collection agency fees, attorney's fees, paralegal fees, court costs, and investigative fees. It is also agreed that if legal action is necessary to collect on the account, the State of Florida, Orange County, will retain jurisdiction and venue over the matter. Client confirms project limits as outlined/illustrated in this agreement, accepts the general conditions attached herein and agrees that Bio-Tech Consulting, LLC, and its staff and assigns, have full access to the identified property, for the purposes of completing the tasks identified in the above Proposal for Services.

**MUTUALLY UNDERSTOOD AND AGREED:**

  
\_\_\_\_\_  
**John Miklos, President**  
**Bio-Tech Consulting, LLC**

  
\_\_\_\_\_  
**Authorized Signatory**

March 31, 2026

\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Date**

INITIAL:  (BTC) \_\_\_\_\_ (Client)

**MANDATORY**

Billing/Accounts Payable Contact:

Billing Information: Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Please check here if you prefer to receive a paper invoice**

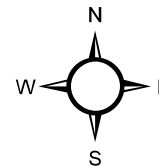
Landowner/Access Contact Information:

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Gate Code: \_\_\_\_\_  
Access Point: \_\_\_\_\_  
Tenants Present: \_\_\_\_\_  
Other Relevant Information:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Harmony West-Buck Lake  
Osceola County, Florida  
Figure 2  
Buck Lake and Canals



0 250 500 1,000  
Feet

Project #: 1277-01  
Produced By: JEB  
Date: 6/29/2021

**Bio-Tech Consulting, LLC**  
**General Contract Conditions**

**SECTION 1: RESPONSIBILITIES**

1.1 Bio-Tech Consulting, LLC heretofore referred to as the “Consultant” has the responsibility for providing the services described under the “Scope of Services” section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner.

1.2 The “Client”, or a duly authorized representative, is responsible for providing the Consultant with a clear understanding of the project nature and scope. The Client shall supply the Consultant with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow the Consultant to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

**SECTION 2: STANDARD OF CARE**

2.1 Services performed by the Consultant under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant’s profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

2.2 The Client recognizes that conditions may vary from those observed at locations where observations and analysis has occurred, and that site conditions may change with time. Data, Interpretations, and recommendations by the Consultant will be based solely on information available to the Consultant at the time of service. The Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties’ interpretations or use of the information developed.

**SECTION 3: SITE ACCESS AND SITE CONDITIONS**

3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for the Consultant to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted Consultant free access to the site. The Consultant will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

**SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL**

4.1 Any samples obtained from the project during performance of the work shall remain the property of the Client.

4.2 The Consultant will dispose of or return to Client all remaining samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client’s expense upon Client’s prior written request.

## **SECTION 5: BILLING AND PAYMENT**

5.1 Consultant will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classification.

5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one percent (1%) per month, or the maximum rate allowed by law, on past due accounts.

5.3 If the Consultant incurs any expenses to collect overdue billing on invoices, the sums paid by the Consultant for reasonable attorney's fees, court costs, Consultant's time, Consultant's expenses, and interest will be due and owing by the Client.

## **SECTION 6: OWNERSHIP OF DOCUMENTS**

6.1 All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant, as instruments of service, shall remain the property of the Consultant.

6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.

6.3 The Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

## **SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS**

7.1 Client warrants that a reasonable effort has been made to inform Consultant of known or suspected hazardous materials on or near the project site.

7.2 Under this agreement, the term hazardous materials will include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls and asbestos.

7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. Consultant and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.

7.4 Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Consultant harmless for any and all consequences of disclosure made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility

to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from Consultant's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by the Consultant which are found to be contaminated.

#### **SECTION 8: RISK ALLOCATION**

8.1 Unless a Client specific certificate of liability insurance is requested at time of proposal acceptance, Client agrees that Consultant's liability for any damage on account of any error, omission or other professional negligence will be limited to a maximum of \$10,000.

#### **SECTION 9: INSURANCE**

9.1 The Consultant represents and warrants that it and its agents, staff and Consultants employed by it, is and are protected by or exempt from worker's compensation insurance and that Consultant has such coverage under public liability and property damage insurance policies which the Consultant deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Consultant agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by Consultant, its agents, staff, and consultants employed by it. The Consultant shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save consultant harmless for loss, damage or liability arising from acts by client, client's agent, staff, and other consultants employed by Client.

#### **SECTION 10: DISPUTE RESOLUTION**

10.1 All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this Agreement will be submitted to 'alternative dispute resolution' (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law.

10.2 If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then: (a) the claim will be brought and tried in judicial jurisdiction of the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

### **SECTION 11: TERMINATION**

11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed pursuant to this agreement through the date of termination.

11.2 In the event of termination or suspension for more than (3) three months, prior to completion of all reports contemplated by this Agreement, Consultant may complete such analyses and records as are necessary to complete his files and also complete a report on the services performed to the date of notice of termination or suspension. The Consultant shall be entitled to payment for services for said completion, including all direct costs associated in completing such analyses, records and reports.

### **SECTION 12: ASSIGNS**

12.1 Neither the Client nor the Consultant may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

### **SECTION 13: GOVERNING LAW AND SURVIVAL**

13.1 The laws of the State of Florida will govern the validity of these terms, their interpretation and performance.

13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.



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# **Harmony Community Development District**

**Payment Authorizations Nos. 029 – 033**

**HARMONY  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 29**

4/17/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
6356965456	Ecolab Inc. (HARCDD)	01/10/2026	Harmony CDD	4,059.30
6357517122	Ecolab Inc. (HARCDD)	02/10/2026	Harmony CDD	4,059.30
6358046284	Ecolab Inc. (HARCDD)	03/10/2026	Harmony CDD	4,059.30
6358622168	Ecolab Inc. (HARCDD)	04/10/2026	Harmony CDD	4,059.30
F7BA084D-0143	Osceola News-Gazette (HARCDD)	04/16/2026	Harmony CDD	44.26
39921-040926	OUC (HARCDD)	04/09/2026	Harmony CDD	13,868.99
			<b>Total:</b>	<b>30,150.45</b>

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

**HARMONY  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 30**

4/24/2026

<b>Invoice No</b>	<b>Supplier</b>	<b>Invoice Date</b>	<b>Property</b>	<b>Invoice Amount</b>
2743010	DoorKing Inc. (HARCDD)	04/19/2026	Harmony CDD	62.95
042026	Harmony West CDD (HARCDD)	04/13/2026	Harmony CDD	9,700.00
3730729	Kutak Rock LLP (HARCDD)	04/15/2026	Harmony CDD	5,318.00
141737	PFM Management Services LLC (HARCDD)	04/17/2026	Harmony CDD	350.00
141750	PFM Management Services LLC (HARCDD)	04/17/2026	Harmony CDD	169.90
141810	PFM Management Services LLC (HARCDD)	04/23/2026	Harmony CDD	1,500.00
326872	Spies Pool LLC (HARCDD)	04/21/2026	Harmony CDD	3,995.00
1595104W460	Waste Connections of Florida (HARCDD)	04/15/2026	Harmony CDD	477.70
<b>Total:</b>				<b>21,573.55</b>

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

# HARMONY COMMUNITY DEVELOPMENT DISTRICT

**Payment Authorization No. 31**  
5/1/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
2026.04.23	Brittany Coronel (HARCDD)	04/23/2026	Harmony CDD	200.00
2026.04.23	Daniel Leet (HARCDD)	04/23/2026	Harmony CDD	200.00
2026.04.23	Joellyn M. Phillips (HARCDD)	04/23/2026	Harmony CDD	200.00
2026.04.23	Juliet Nichols Williams (HARCDD)	04/23/2026	Harmony CDD	200.00
141657	PFM Group Consulting LLC (HARCDD)	04/14/2026	Harmony CDD	8,369.55
1997518042826	Spectrum Business (HARCDD)	04/28/2026	Harmony CDD	120.00
03760-042726	Toho Water Authority (HARCDD)	04/27/2026	Harmony CDD	2,333.56
12210-042726	Toho Water Authority (HARCDD)	04/27/2026	Harmony CDD	1,081.88
19280-042726	Toho Water Authority (HARCDD)	04/27/2026	Harmony CDD	471.04
25108-042726	Toho Water Authority (HARCDD)	04/27/2026	Harmony CDD	31.62
33910-042726	Toho Water Authority (HARCDD)	04/27/2026	Harmony CDD	902.06
33920-042726	Toho Water Authority (HARCDD)	04/27/2026	Harmony CDD	996.23
35419-042726	Toho Water Authority (HARCDD)	04/27/2026	Harmony CDD	371.72
41279-042726	Toho Water Authority (HARCDD)	04/27/2026	Harmony CDD	1,772.42
46710-042726	Toho Water Authority (HARCDD)	04/27/2026	Harmony CDD	31.62
48250-042726	Toho Water Authority (HARCDD)	04/27/2026	Harmony CDD	4,382.38
48380-042726	Toho Water Authority (HARCDD)	04/27/2026	Harmony CDD	2,434.90
55740-042726	Toho Water Authority (HARCDD)	04/27/2026	Harmony CDD	2,651.98
62780-042726	Toho Water Authority (HARCDD)	04/27/2026	Harmony CDD	450.48
74910-042726	Toho Water Authority (HARCDD)	04/27/2026	Harmony CDD	112.55
74920-042726	Toho Water Authority (HARCDD)	04/27/2026	Harmony CDD	16.94
74940-042726	Toho Water Authority (HARCDD)	04/27/2026	Harmony CDD	493.28
74950-042726	Toho Water Authority (HARCDD)	04/27/2026	Harmony CDD	76.07
74960-042726	Toho Water Authority (HARCDD)	04/27/2026	Harmony CDD	61.75
74980-042726	Toho Water Authority (HARCDD)	04/27/2026	Harmony CDD	112.55
74990-042726	Toho Water Authority (HARCDD)	04/27/2026	Harmony CDD	221.04
75000-042926	Toho Water Authority (HARCDD)	04/29/2026	Harmony CDD	2,710.73
84380-042726	Toho Water Authority (HARCDD)	04/27/2026	Harmony CDD	2,972.35
84390-042726	Toho Water Authority (HARCDD)	04/27/2026	Harmony CDD	243.25
84410-042726	Toho Water Authority (HARCDD)	04/27/2026	Harmony CDD	2,213.67
84420-042726	Toho Water Authority (HARCDD)	04/27/2026	Harmony CDD	443.73
84430-042726	Toho Water Authority (HARCDD)	04/27/2026	Harmony CDD	462.09
84440-042726	Toho Water Authority (HARCDD)	04/27/2026	Harmony CDD	1,353.51
85210-042726	Toho Water Authority (HARCDD)	04/27/2026	Harmony CDD	2,518.43
90300-042726	Toho Water Authority (HARCDD)	04/27/2026	Harmony CDD	102.82
90660-042726	Toho Water Authority (HARCDD)	04/27/2026	Harmony CDD	89.92
90670-042726	Toho Water Authority (HARCDD)	04/27/2026	Harmony CDD	20.20
90680-042726	Toho Water Authority (HARCDD)	04/27/2026	Harmony CDD	329.88
203175	United Land Services (HARCDD)	05/01/2026	Harmony CDD	60,782.67
<b>Total:</b>				<b>102,538.87</b>

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

**HARMONY  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 32**

5/8/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
960825	Berman Construction LLC (HARCDD)	05/01/2026	Harmony CDD	27,586.20
961120	Berman Construction LLC (HARCDD)	04/30/2026	Harmony CDD	641.63
961133	Berman Construction LLC (HARCDD)	04/30/2026	Harmony CDD	5,850.00
961094	Berman Security Agency LLC (HARCDD)	05/01/2026	Harmony CDD	105.00
F7BA084D-0144	Osceola News-Gazette (HARCDD)	05/05/2026	Harmony CDD	75.14
1997500050626	Spectrum Business (HARCDD)	05/06/2026	Harmony CDD	130.00
327516	Spies Pool LLC (HARCDD)	04/29/2026	Harmony CDD	512.00
			<b>Total:</b>	<b>34,899.97</b>

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

**HARMONY  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 33**

5/15/2026

<b>Invoice No</b>	<b>Supplier</b>	<b>Invoice Date</b>	<b>Property</b>	<b>Invoice Amount</b>
149811	Dragonfly Pond Works (HARCDD)	02/18/2026	Harmony CDD	5,400.00
152151	Dragonfly Pond Works (HARCDD)	04/23/2026	Harmony CDD	5,400.00
39921-051126	OUC (HARCDD)	05/11/2026	Harmony CDD	13,939.07
228392	Pegasus Engineering, LLC (HARCDD)	04/30/2026	Harmony CDD	18,928.64
DM-05-2026-28	PFM Management Services LLC (HARCDD)	05/05/2026	Harmony CDD	5,416.67
OE-EXP-05-2026-24	PFM Management Services LLC (HARCDD)	05/06/2026	Harmony CDD	8.09
SA3706-Q	Symbiont Service Corp. (HARCDD)	05/21/2026	Harmony CDD	520.00
58389-050826	Toho Water Authority (HARCDD)	05/08/2026	Harmony CDD	260.74
			<b>Total:</b>	<b>49,873.21</b>

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Secretary / Assistant Secretary

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Chairman / Vice Chairman



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# **Harmony Community Development District**

**District Financial Position and Budget to Actual**



# Harmony CDD

## April 2026 Financial Report

April 30, 2026

**PFM Management Services LLC**  
3501 Quadrangle Blvd.,  
Suite 270  
Orlando, Florida 32817  
Tel: 407-723-5900



# DISTRICT FINANCIAL REPORT SUMMARY

## Period Ending April 30, 2026

This report summarizes the District’s financial activity for the first seven months of the 2026 fiscal year, ending April 30, 2026. It highlights key areas including assessment revenues, operating expenditures, fund balances, and debt service funding.

### 1. Operations and Maintenance Assessment Summary:

During the past seven months, the District received assessment revenue totaling **\$2,494,635.67** for Operations and Maintenance. Adjustments related to early payment discounts and tax collection fees resulted in net **assessment revenue of \$2,353,458.84**. Additional assessment revenue of **\$414,036.29** is still anticipated.

**Table 1: Operations & Maintenance Assessment Activity**

Description	Amount (USD)
Gross On-Roll Assessment Received	\$2,494,635.67
Early-Payment Discounts	(\$93,505.65)
Tax Collector Fees	(\$47,671.18)
<b>Net Assessment Revenue</b>	<b>\$2,353,458.84</b>
Anticipated Remaining Revenue	\$414,036.29

### 2. Garden Lot Revenue and Expenditures:

For the seven-months period ending April 30, 2026, the District earned **\$800.00** from Garden Lot activity. Expenses incurred for maintenance and support totaled **\$601.04**.

**Table 2: Garden Lot Financial Activity**

Description	Amount (USD)
Garden Lot Revenue	\$800.00
Garden Lot Expenses	(\$601.04)



Description	Amount (USD)
Net Garden Lot Activity	\$198.96

### 3. Facility Rental Revenue:

During the period, the District earned \$945.00 from the rental of District-owned soccer fields and related recreational facilities, which are made available for community and organized use.

### 4. Cash Position and Expenditure Analysis:

As of April 30, 2026, the District's checking account balance totaled \$877,882.22. With anticipated assessment revenues of \$414,036.29, total projected available funds reached \$1,291,918.51. Given the District's average monthly expenditure of \$205,349.17, these reserves appear sufficient to sustain ongoing operations and remain in line with the approved annual budget.

#### April 2026 expenditures to note:

1. **Spies Pool LLC** – All invoices received to date including those outstanding for August and September 2025 - **\$37,108.70**.
2. **Aquatic Weed Management** – Wetland Exotics treatment - **\$82,000.00**.
3. **Pegasus Engineering** – February bill received in April 2026 was **\$14,765.30**.
4. **Buck Lake** – Cost Sharing agreement with Harmony West - **\$9,700.00**.

### 5. Upcoming Bond Payment – May 1, 2026:

#### Series 2014

- Interest: \$170,756.25
- Principal: \$790,000.00

**Total 2014 Payment: \$960,756.25**

#### Series 2015

- Interest: \$103,140.63
- Principal: \$325,000.00
- Prepayment: \$45,000.00

**Total 2015 Payment: \$473,140.63**

**Combined Total Debt Service Obligation: \$960,756.25 + \$473,140.63 = \$1,433,896.88.**



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A significant portion of the payment is principal reduction, which improves long-term debt position: Total principal (including prepayment): \$790,000 + \$325,000 + \$45,000 = \$1,160,000. This is about 81% of the total payment, indicating a strong reduction in outstanding debt.

### **Conclusion**

The District's financial activity for the period reflects strong revenue performance, controlled expenditure, and a stable cash position. Net Operations and Maintenance assessment collections remain on track, with additional revenue still anticipated to support ongoing needs. Garden Lot activity continues to generate a modest surplus.

With over \$700,000 available, anticipated \$414,000 revenue, and average monthly expenditures of approximately \$205,349, the District maintains sufficient reserves to fund operations and remain aligned with the approved budget. Overall, financial conditions remain healthy, and current resources are adequate to sustain planned initiatives and operational commitments.



**Harmony CDD**  
Statement of Financial Position  
As of 4/30/2026

	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	\$ 877,882.22				\$ 877,882.22
Restricted Deposit Account - #8909	3,494.33				3,494.33
General Reserve Account - #3607	1,885,227.98				1,885,227.98
Assessments Receivable	414,036.29				414,036.29
Prepaid Expenses	84.95				84.95
Assessments Receivable		\$ 173,049.32			173,049.32
Due From Other Funds		16,440.62			16,440.62
Debt Service Reserve - 2014 Bond		607,312.50			607,312.50
Revenue - 2014 Bond		1,575,775.95			1,575,775.95
Prepayment - 2014 Bond		2,015.08			2,015.08
Assessments Receivable			\$ 59,397.74		59,397.74
Due From Other Funds			7,091.27		7,091.27
Debt Service Reserve - 2015 Bond			340,000.00		340,000.00
Revenue - 2015 Bond			665,924.63		665,924.63
Prepayment - 2015 Bond			215,500.77		215,500.77
Total Current Assets	<u>\$ 3,180,725.77</u>	<u>\$ 2,374,593.47</u>	<u>\$ 1,287,914.41</u>	<u>\$ -</u>	<u>\$ 6,843,233.65</u>
<b><u>Investments</u></b>					
Amount Available in Debt Service Funds				\$ 3,406,528.93	\$ 3,406,528.93
Amount To Be Provided				7,123,471.07	7,123,471.07
Total Investments	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 10,530,000.00</u>	<u>\$ 10,530,000.00</u>
<b>Total Assets</b>	<u><u>\$ 3,180,725.77</u></u>	<u><u>\$ 2,374,593.47</u></u>	<u><u>\$ 1,287,914.41</u></u>	<u><u>\$ 10,530,000.00</u></u>	<u><u>\$ 17,373,233.65</u></u>
<b><u>Liabilities and Net Assets</u></b>					
<b><u>Current Liabilities</u></b>					
Accounts Payable	\$ 14,040.44				\$ 14,040.44
Due To Other Funds	23,531.88				23,531.88
Deposits Payable	2,500.00				2,500.00
Deferred Revenue	414,036.29				414,036.29
Deferred Revenue		\$ 173,049.32			173,049.32
Deferred Revenue			\$ 59,397.74		59,397.74
Total Current Liabilities	<u>\$ 454,108.61</u>	<u>\$ 173,049.32</u>	<u>\$ 59,397.74</u>	<u>\$ -</u>	<u>\$ 686,555.67</u>
<b><u>Long Term Liabilities</u></b>					
Revenue Bonds Payable - Long-Term				\$ 10,530,000.00	\$ 10,530,000.00
Total Long Term Liabilities	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 10,530,000.00</u>	<u>\$ 10,530,000.00</u>
<b>Total Liabilities</b>	<u><u>\$ 454,108.61</u></u>	<u><u>\$ 173,049.32</u></u>	<u><u>\$ 59,397.74</u></u>	<u><u>\$ 10,530,000.00</u></u>	<u><u>\$ 11,216,555.67</u></u>
<b><u>Net Assets</u></b>					
Net Assets, Unrestricted	\$ 272,681.10				\$ 272,681.10
Current Year Net Assets, Unrestricted	(93,505.65)				(93,505.65)
Net Assets - General Government	1,465,515.09				1,465,515.09
Current Year Net Assets - General Government	1,081,926.62				1,081,926.62
Net Assets, Unrestricted		\$ 1,416,020.57			1,416,020.57
Current Year Net Assets, Unrestricted		785,523.58			785,523.58
Net Assets, Unrestricted			\$ 830,643.36		830,643.36
Current Year Net Assets, Unrestricted			397,873.31		397,873.31
<b>Total Net Assets</b>	<u><u>\$ 2,726,617.16</u></u>	<u><u>\$ 2,201,544.15</u></u>	<u><u>\$ 1,228,516.67</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 6,156,677.98</u></u>
<b>Total Liabilities and Net Assets</b>	<u><u>\$ 3,180,725.77</u></u>	<u><u>\$ 2,374,593.47</u></u>	<u><u>\$ 1,287,914.41</u></u>	<u><u>\$ 10,530,000.00</u></u>	<u><u>\$ 17,373,233.65</u></u>



**Harmony CDD**  
**Statement of Activities**  
 As of 4/30/2026

	General Fund	Debt Service Fund 2014	Debt Service Fund 2015	Long Term Debt Group	Total
<b>Revenues</b>					
On-Roll Assessments	\$ 2,494,635.67				\$ 2,494,635.67
Assessment - Refund and Discounts	(93,505.65)				(93,505.65)
Garden Lot	800.00				800.00
Facility Rental Revenue	945.00				945.00
On-Roll Assessments - 2014 Bond		\$ 1,000,454.20			1,000,454.20
Assessment Refund / Discounts		(37,499.72)			(37,499.72)
On-Roll Assessments - 2015 Bond			\$ 431,522.01		431,522.01
Other Assessments - Prepayment			215,897.01		215,897.01
Assessment Refund / Discounts			(16,174.61)		(16,174.61)
<b>Total Revenues</b>	<b>\$ 2,402,875.02</b>	<b>\$ 962,954.48</b>	<b>\$ 631,244.41</b>	<b>\$ -</b>	<b>\$ 3,997,073.91</b>
<b>Expenses</b>					
Supervisor Fees	\$ 5,200.00				\$ 5,200.00
Public Officials' Liability Insurance	4,431.00				4,431.00
Trustee Services	6,691.05				6,691.05
Management	39,416.69				39,416.69
Field Management	193,103.40				193,103.40
Engineering	55,435.39				55,435.39
Assessment Collection Cost	47,671.18				47,671.18
Disclosure Agent	2,200.00				2,200.00
Property Appraiser	1,530.61				1,530.61
District Counsel	32,810.07				32,810.07
Audit	4,400.00				4,400.00
Tax Preparation	51.36				51.36
Postage & Shipping	329.74				329.74
Legal Advertising	719.36				719.36
Miscellaneous / Contingency	30.60				30.60
Meeting Room	1,750.00				1,750.00
Web Site Maintenance	3,210.00				3,210.00
Operating Supplies - Fuel, Oil, etc.	2,472.35				2,472.35
Dues, Licenses, and Fees	175.00				175.00
Security	4,438.37				4,438.37
Security - Wifi	1,792.93				1,792.93
Electric	17,864.24				17,864.24
Refuse Removal	3,292.74				3,292.74
Water-Sewer	149,502.77				149,502.77
R&M - Ponds/Buck, Lake/Drainage	12,950.00				12,950.00
Irrigation Repairs	21,331.55				21,331.55
Amenity - Pool Maintenance	37,108.70				37,108.70
General Liability Insurance	5,489.00				5,489.00
Property & Casualty Insurance	16,791.00				16,791.00
Auto Liability & Physical Damage	1,110.00				1,110.00
Repair & Maintenance - Vehicles	2,195.89				2,195.89
Repair & Maintenance - Equipment etc	16,817.20				16,817.20
Pond Maintenance	21,600.00				21,600.00
Landscaping Maintenance & Material	425,478.69				425,478.69
Landscape Improvements	6,862.00				6,862.00
Tree Trimming	3,805.00				3,805.00
Miscellaneous / Contingency	20,473.14				20,473.14
Parks & Facilities	54,597.10				54,597.10
Garden Lot Expenses	601.04				601.04
Invasive Plant Maintenance	83,167.50				83,167.50
Mulch	77,600.00				77,600.00
Annuals	7,000.00				7,000.00
Streetlights	65,645.82				65,645.82
Sidewalk Panel Repair & Replacements	11,119.00				11,119.00
Collection Agent - 2014 Bond		\$ 19,118.15			19,118.15
Principal Payments - 2014 Bond		20,000.00			20,000.00
Interest Payments - 2014 Bond		171,281.25			171,281.25
Collection Agent - 2015 Bond			\$ 8,246.17		8,246.17
Principal Payments - 2015 Bond			135,000.00		135,000.00
Interest Payments - 2015 bond			106,600.00		106,600.00
<b>Total Expenses</b>	<b>\$ 1,470,261.48</b>	<b>\$ 210,399.40</b>	<b>\$ 249,846.17</b>	<b>\$ -</b>	<b>\$ 1,930,507.05</b>
<b>Other Revenues (Expenses) &amp; Gains (Losses)</b>					
Interest Income	\$ 55,807.43				\$ 55,807.43
Interest Income		\$ 32,968.50			32,968.50
Interest Income			\$ 16,475.07		16,475.07
<b>Total Other Revenues (Expenses) &amp; Gains (Losses)</b>	<b>\$ 55,807.43</b>	<b>\$ 32,968.50</b>	<b>\$ 16,475.07</b>	<b>\$ -</b>	<b>\$ 105,251.00</b>
<b>Change In Net Assets</b>	<b>\$ 988,420.97</b>	<b>\$ 785,523.58</b>	<b>\$ 397,873.31</b>	<b>\$ -</b>	<b>\$ 2,171,817.86</b>
<b>Net Assets At Beginning Of Year</b>	<b>\$ 1,738,196.19</b>	<b>\$ 1,416,020.57</b>	<b>\$ 830,643.36</b>	<b>\$ -</b>	<b>\$ 3,984,860.12</b>
<b>Net Assets At End Of Year</b>	<b>\$ 2,726,617.16</b>	<b>\$ 2,201,544.15</b>	<b>\$ 1,228,516.67</b>	<b>\$ -</b>	<b>\$ 6,156,677.98</b>



**Harmony CDD**  
Budget to Actual  
For the Month Ending 04/30/2026

	YTD Actual	YTD Budget	YTD Variance	FY 2026 Adopted Budget	Percentage Spent
<b>Revenues</b>					
On-Roll Assessments	\$ 2,494,635.67	\$ 1,718,798.08	\$ 775,837.59	\$ 2,946,511.00	84.66%
Assessment - Refund and Discounts	(93,505.65)	(68,751.67)	(24,753.98)	(117,860.00)	79.34%
Facility Rental Revenue	800.00	-	800.00	-	0.00%
Garden Lot	945.00	-	945.00	-	0.00%
<b>Net Revenues</b>	<b>\$ 2,402,875.02</b>	<b>\$ 1,650,046.42</b>	<b>\$ 752,828.60</b>	<b>\$ 2,828,651.00</b>	<b>84.95%</b>

**Expenditures**

**Administrative Expenses**

Supervisor Fees	\$ 5,200.00	\$ 8,166.67	\$ (2,966.67)	\$ 14,000.00	37.14%
FICA Expense	-	625.33	(625.33)	1,072.00	0.00%
Trustee Services	6,691.05	5,833.33	857.72	10,000.00	66.91%
Management	39,416.69	37,916.67	1,500.02	65,000.00	60.64%
Engineering	55,435.39	43,750.00	11,685.39	75,000.00	73.91%
Assessment Collection Cost	47,671.18	34,375.83	13,295.35	58,930.00	80.89%
Disclosure Agent	2,200.00	1,283.33	916.67	2,200.00	100.00%
Property Appraiser	1,530.61	583.33	947.28	1,000.00	153.06%
District Counsel	32,810.07	43,750.00	(10,939.93)	75,000.00	43.75%
Recording Secretary	-	1,166.67	(1,166.67)	2,000.00	0.00%
Audit	4,400.00	2,916.67	1,483.33	5,000.00	88.00%
Arbitrage Calculation	-	875.00	(875.00)	1,500.00	0.00%
Postage & Shipping	329.74	583.33	(253.59)	1,000.00	32.97%
Legal Advertising	719.36	700.00	19.36	1,200.00	59.95%
Special Assessment Fees	-	5,308.33	(5,308.33)	9,100.00	0.00%
Tax Preparation	51.36	-	51.36	-	0.00%
Miscellaneous / Contingency	30.60	-	30.60	-	0.00%
Meeting Room	1,750.00	2,916.67	(1,166.67)	5,000.00	35.00%
Dues, Licenses, and Fees	175.00	102.08	72.92	175.00	100.00%
Website Maintenance	3,210.00	-	3,210.00	-	0.00%
<b>Total Administrative Expenses</b>	<b>\$ 201,621.05</b>	<b>\$ 190,853.25</b>	<b>\$ 10,767.80</b>	<b>\$ 327,177.00</b>	<b>61.62%</b>

**Field Expenses**

Field Management	\$ 193,103.40	\$ 193,103.75	\$ (0.35)	\$ 331,035.00	58.33%
<b>Total Field Expenses</b>	<b>\$ 193,103.40</b>	<b>\$ 193,103.75</b>	<b>\$ (0.35)</b>	<b>\$ 331,035.00</b>	<b>58.33%</b>

**Security Expenses**

Security	\$ 4,438.37	\$ 17,500.00	\$ (13,061.63)	\$ 30,000.00	14.79%
Security - Wifi	1,792.93	3,500.00	(1,707.07)	6,000.00	29.88%
<b>Total Security Expenses</b>	<b>\$ 6,231.30</b>	<b>\$ 21,000.00</b>	<b>\$ (14,768.70)</b>	<b>\$ 36,000.00</b>	<b>17.31%</b>

**Utility Expenses**

Electric	\$ 17,864.24	\$ 25,083.33	\$ (7,219.09)	\$ 43,000.00	41.54%
Refuse Removal	3,292.74	2,333.33	959.41	4,000.00	82.32%
Water-Sewer	149,502.77	131,250.00	18,252.77	225,000.00	66.45%
Streetlights	65,645.82	93,333.33	(27,687.51)	160,000.00	41.03%
Repair & Maintenance - Streetlights	-	5,833.33	(5,833.33)	10,000.00	0.00%
<b>Total Utility Expenses</b>	<b>\$ 236,305.57</b>	<b>\$ 257,833.33</b>	<b>\$ (21,527.76)</b>	<b>\$ 442,000.00</b>	<b>53.46%</b>



**Harmony CDD**  
Budget to Actual  
For the Month Ending 04/30/2026

	YTD Actual	YTD Budget	YTD Variance	FY 2026 Adopted Budget	Percentage Spent
<b><u>Landscaping and Irrigation Expenses</u></b>					
Landscaping Maintenance & Material	\$ 425,478.69	\$ 435,395.33	\$ (9,916.64)	\$ 746,392.00	57.00%
Landscaping Improvements	6,862.00	-	6,862.00	-	0.00%
Tree Trimming	3,805.00	23,333.33	(19,528.33)	40,000.00	9.51%
Parks & Facilities	54,597.10	32,083.33	22,513.77	55,000.00	99.27%
Garden Lot Expenses	601.04	1,166.67	(565.63)	2,000.00	30.05%
Invasive Plant Maintenance	83,167.50	29,166.67	54,000.83	50,000.00	166.34%
Mulch	77,600.00	45,119.08	32,480.92	77,347.00	100.33%
Annuals	7,000.00	8,166.67	(1,166.67)	14,000.00	50.00%
Irrigation	21,331.55	17,500.00	3,831.55	30,000.00	71.11%
<b>Total Landscaping &amp; Irrigation Expenses</b>	<b>\$ 680,442.88</b>	<b>\$ 266,184.75</b>	<b>\$ 88,511.80</b>	<b>\$ 1,014,739.00</b>	<b>67.06%</b>
<b><u>General Expenses</u></b>					
Pond Maintenance	\$ 21,600.00	\$ -	\$ 21,600.00	\$ -	0.00%
R&M - Ponds/Buck, Lake/Drainage	12,950.00	29,166.67	(16,216.67)	50,000.00	25.90%
Amenity - Pool Maintenance	37,108.70	35,000.00	2,108.70	60,000.00	61.85%
Repair & Maintenance - Vehicles	2,195.89	8,750.00	(6,554.11)	15,000.00	14.64%
Repair & Maintenance - Equipment etc	16,817.20	5,833.33	10,983.87	10,000.00	168.17%
Roads & Alleyway	-	5,833.33	(5,833.33)	10,000.00	0.00%
Sidewalk Panel Repair & Replacements	11,119.00	87,500.00	(76,381.00)	150,000.00	7.41%
Operating Supplies - Fuel, Oil, etc.	2,472.35	4,666.67	(2,194.32)	8,000.00	30.90%
Transfer to Reserve	280,000.00	163,333.33	116,666.67	280,000.00	100.00%
Capital Outlay - Vehicles	-	8,750.00	(8,750.00)	15,000.00	0.00%
Miscellaneous / Contingency	20,473.14	29,166.67	(8,693.53)	50,000.00	40.95%
<b>Total General Expenses</b>	<b>\$ 404,736.28</b>	<b>\$ 378,000.00</b>	<b>\$ 26,736.28</b>	<b>\$ 648,000.00</b>	<b>62.46%</b>
<b><u>Insurance Expenses</u></b>					
General Liability Insurance	\$ 5,489.00	\$ 17,325.00	\$ (11,836.00)	\$ 29,700.00	18.48%
Public Officials' Liability Insurance	4,431.00	-	4,431.00	-	0.00%
Property & Casualty Insurance	16,791.00	-	16,791.00	-	0.00%
Auto Liability & Physical Damage	1,110.00	-	1,110.00	-	0.00%
<b>Total Insurance Expenses</b>	<b>\$ 27,821.00</b>	<b>\$ 17,325.00</b>	<b>\$ 10,496.00</b>	<b>\$ 29,700.00</b>	<b>93.67%</b>
<b>Total Expenditures</b>	<b>\$ 1,750,261.48</b>	<b>\$ -</b>	<b>\$ 100,215.06</b>	<b>\$ 2,828,651.00</b>	<b>61.88%</b>
<b>Income (Loss) from Operations</b>	<b>\$ 652,613.54</b>	<b>\$ -</b>	<b>\$ 652,613.54</b>	<b>\$ -</b>	
<b><u>Other Income (Expense)</u></b>					
Interest Income	\$ 55,807.43	\$ -	\$ 55,807.43	\$ -	
<b>Total Other Income (Expense)</b>	<b>\$ 55,807.43</b>	<b>\$ -</b>	<b>\$ 55,807.43</b>	<b>\$ -</b>	
<b>Net Income (Loss)</b>	<b>\$ 708,420.97</b>	<b>\$ -</b>	<b>\$ 708,420.97</b>	<b>\$ -</b>	



**HARMONY SUPPORTING WORKSHEET**



**FY 2026 Harmony Net Assessment**

Date	Total assessment	O&M	2014 DS	2015 DS	Total without Interest	
2025.11.14	\$ 28,633.95	\$ 18,191.58	\$ 7,295.59	\$ 3,146.78	\$ 28,633.95	
2025.11.14	\$ 25,231.02	\$ 16,029.65	\$ 6,428.56	\$ 2,772.81	\$ 25,231.02	
2025.11.21	\$ 297,773.12	\$ 189,179.75	\$ 75,869.06	\$ 32,724.31	\$ 297,773.12	
2025.11.21	\$ 1,096.04	\$ 696.33	\$ 279.26	\$ 120.45	\$ 1,096.04	
2025.12.12	\$ 2,737.41	\$ 1,739.12	\$ 697.46	\$ 300.83	\$ 2,737.41	
2025.12.29	\$ 209,309.92	\$ 132,977.75	\$ 53,329.688	\$ 23,002.487	\$ 209,309.92	
2026.01.12	\$ 84,292.51	\$ 53,552.30	\$ 21,476.73	\$ 9,263.48	\$ 84,292.51	
2026.01.12	\$ 10,257.48	\$ 6,516.73	\$ 2,613.48	\$ 1,127.26	\$ 10,257.48	
2026.01.30	\$ 2,514.76	\$ 1,597.66	\$ 640.73	\$ 276.36	\$ 2,514.76	Interest
2026.02.09	\$ 47,826.43	\$ 30,384.85	\$ 12,185.61	\$ 5,255.97	\$ 47,826.43	
2026.02.09	\$ 3,398.24	\$ 2,158.95	\$ 865.83	\$ 373.46	\$ 3,398.24	
2026.03.10	\$ 30,670.77	\$ 19,485.60	\$ 7,814.55	\$ 3,370.62	\$ 30,670.77	
2026.04.08	\$ 10,176.21	\$ 6,465.10	\$ 2,592.78	\$ 1,118.33	\$ 10,176.21	
2026.04.08	\$ 54,230.85	\$ 34,453.68	\$ 13,817.38	\$ 5,959.80	\$ 54,230.85	
2026.04.24	\$ 119.56	\$ 75.96	\$ 30.46	\$ 13.14	\$ 119.56	Interest

<b>total collected</b>	\$ 3,707,030.69	\$ 2,353,458.83	\$ 943,836.30	\$ 407,101.24	\$ 3,704,396.37
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<b>Receivable</b>	\$ 416,262.17	\$ 166,938.70	\$ 72,005.02	\$ 655,205.89
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<b>Check Assessment</b>	\$ 416,262.17	\$ 166,938.70	\$ 72,005.02
<i>Under/Over budget</i>	\$ (2,225.88)	\$ 6,110.61	\$ (12,607.27)
Balance	\$ 414,036.29	\$ 173,049.31	\$ 59,397.75
Balance as per GL	\$ 414,036.29	\$ 173,049.32	\$ 59,397.74
rounding difference	\$ 0.00	\$ (0.01)	\$ 0.01



## Harmony CDD

### 2014 Revenue Trust Account Inflow and Outflows

Date	Revenue Account	Interest Income	Transfer In	On Roll Revenue	Transfer Out *	Balance
10/1/2025	\$ 781,932.04	\$ 2,640.17	\$ 2,120.78	\$ -	\$ -	\$ 786,692.99
11/1/2025	786,692.99	2,658.91	-	-	(169,153.80)	620,198.10
12/1/2025	620,198.10	1,943.49	1,880.39	881,772.47		1,505,794.45
1/1/2026	1,505,794.45	3,316.65	1,851.14	24,787.68		1,535,749.92
2/1/2026	1,535,749.92	4,532.81	1,809.74	640.76		1,542,733.23
3/1/2026	1,542,733.23	4,135.94	1,634.30			1,548,503.47
4/1/2026	1,548,503.47	4,597.12	1,809.37	20,865.99		1,575,775.95
5/1/2026	1,575,775.95					1,575,775.95
6/1/2026						-
7/1/2026						-
8/1/2026						-
9/1/2026						-

\* Amount transferred out to make November 2025 bond payment

### 2015 Revenue Trust Account Inflow and Outflows

Date	Revenue Account	Interest Income	Transfer In	On Roll Revenue	Transfer Out *	Balance
10/1/2025	\$ 348,712.65	\$ 1,172.96	\$ 1,488.12	\$ -	\$ -	\$ 351,373.73
11/1/2025	351,373.73	1,187.53	-	-	(104,924.21)	247,637.05
12/1/2025	247,637.05	783.57	1,177.60	380,331.50		629,929.72
1/1/2026	629,929.72	1,371.11	1,134.45	10,691.57		643,126.85
2/1/2026	643,126.85	1,897.74	1,466.90	276.34		646,767.83
3/1/2026	646,767.83	1,733.79	1,036.34			649,537.96
4/1/2026	649,537.96	1,928.25	1,150.32	13,308.10		665,924.63
5/1/2026	665,924.63					665,924.63
6/1/2026						-
7/1/2026						-
8/1/2026						-
9/1/2026						-

\* Amount transferred out to make November 2025 bond payment



### HARMONY CDD UTILITY TRACKER

Utility Company	Account #	Meter #	Service Address	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26
OUC	9899239921	5CR94075/5CM11458	6917 BEAR GRASS RD	\$ 24.91	\$ 25.05	\$ 24.79	\$ 24.91	\$ 24.91	\$ 24.91	\$ 24.91
OUC	9899239921	5CR94331/5CM11507	3300 BLOCK EVEN SCHOOL HOUSE RD	\$ 24.91	\$ 25.05	\$ 24.79	\$ 25.05	\$ 24.91	\$ 24.79	\$ 24.91
OUC	9899239921	5CM10666	6900 BLOCK ODD FIVE OAKS DR	\$ 24.27	\$ 24.27	\$ 24.40	\$ 24.27	\$ 24.40	\$ 24.27	\$ 24.27
OUC	9899239921	5CR94088/5CM11509	3200 BLOCK ODD SCHOOL HOUSE RD	\$ 24.91	\$ 25.05	\$ 24.91	\$ 24.91	\$ 25.05	\$ 24.91	\$ 24.91
OUC	9899239921	5CR96198/5CM11270	3319 BRACKEN FERN DR	\$ 25.30	\$ 25.56	\$ 25.56	\$ 25.81	\$ 25.81	\$ 25.56	\$ 25.69
OUC	9899239921	5CR94288/5CM11269	3338 BRACKEN FERN DR	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.27
OUC	9899239921	5CR95104/5CM11268	7014 BUTTON BUSH LP	\$ 25.30	\$ 25.56	\$ 25.30	\$ 25.56	\$ 25.44	\$ 25.44	\$ 25.30
OUC	9899239921	5CR94329/5CM11460	7034 BUTTON BUSH LP	\$ 24.66	\$ 24.66	\$ 24.66	\$ 24.66	\$ 24.66	\$ 24.52	\$ 24.66
OUC	9899239921	5CR98446/5CM11267	3340 CAT BRIER TRL PETPK	\$ 24.91	\$ 25.05	\$ 24.91	\$ 25.05	\$ 24.91	\$ 25.05	\$ 25.05
OUC	9899239921	6CD24560	34001 FEATHERGRASS CT	\$ 25.30	\$ 25.44	\$ 25.30	\$ 25.30	\$ 25.30	\$ 24.27	\$ 24.27
OUC	9899239921	1ZR15702	7255 FIVE OAKS DRIVE SWIM	\$ 1,661.54	\$ 1,612.99	\$ 521.15	\$ 2,164.85	\$ 2,432.31	\$ 1,696.78	\$ 1,399.14
OUC	9899239921	5XD08429	7350 FIVE OAKS DR(new meter 08/20/19)	\$ 54.30	\$ 86.06	\$ 60.77	\$ 62.23	\$ 64.74	\$ 107.23	\$ 174.45
OUC	9899239921	5ZR21669	7600 FIVE OAKS DR IRG	\$ 33.06	\$ 34.35	\$ 32.67	\$ 33.70	\$ 33.96	\$ 32.67	\$ 33.31
OUC	9899239921	6CD46493	75501 Five Oaks Dr	\$ 24.27	\$ 24.40	\$ 24.27	\$ 24.40	\$ 24.27	\$ 24.40	\$ 24.27
OUC	9899239921	5CR88761/5CM11415	7124 HARMONY SQ DRIVE S POOL	\$ 470.99	\$ 510.28	\$ 419.29	\$ 140.21	\$ 570.64	\$ 249.57	\$ 463.22
OUC	9899239921	5CD97805	6900 E IRLO BRONSON MEMORIAL HWY ODD	\$ 24.40	\$ 33.84	\$ 68.60	\$ 60.58	\$ 35.00	\$ 32.92	\$ 33.06
OUC	9899239921	5ZR21255	7000 E. IRLO BRONSON MEM. HWY UPL	\$ 55.41	\$ 59.68	\$ 54.38	\$ 57.88	\$ 58.91	\$ 54.38	\$ 56.58
OUC	9899239921	5CM11116	7252 E. IRLO BRONSON MEM. HWY PK	\$ 24.91	\$ 25.05	\$ 24.79	\$ 24.91	\$ 25.05	\$ 24.79	\$ 24.91
OUC	9899239921	5CD97826	7255 E. IRLO BRONSON MEM. HWY ENTL	\$ 94.84	\$ 105.05	\$ 79.72	\$ 71.32	\$ 70.68	\$ 63.05	\$ 64.08
OUC	9899239921	5CM11118	7255 E. IRLO BRONSON MEM. HWY TCTR	\$ 26.07	\$ 27.24	\$ 26.59	\$ 31.90	\$ 27.63	\$ 25.81	\$ 26.33
OUC	9899239921	5CR95090	3300 POND PINE RD	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.27
OUC	9899239921	5CR98422/5CM11508	3306 PRIMROSE WILLOW DR	\$ 24.40	\$ 24.27	\$ 24.40	\$ 24.40	\$ 24.40	\$ 24.27	\$ 24.40
OUC	9899239921	5CR97294/5CM11459	3317 PRIMROSE WILLOW DR	\$ 25.56	\$ 26.07	\$ 26.20	\$ 26.59	\$ 26.59	\$ 26.33	\$ 26.33
OUC	9899239921	5CR94090/5CM11456	3300 SCHOOL HOUSE RD E1	\$ 213.76	\$ 176.92	\$ 27.11	\$ 197.22	\$ 245.17	\$ 220.74	\$ 227.72
OUC	9899239921	5CR94089/5CM11457	3300 SCHOOL HOUSE RD E2	\$ 30.60	\$ 30.99	\$ 29.83	\$ 30.99	\$ 31.90	\$ 90.83	\$ 30.21
OUC	9899239921	5CR94091/5CM11455	3300 SCHOOL HOUSE RD E3	\$ 39.13	\$ 43.14	\$ 39.52	\$ 39.38	\$ 47.92	\$ 50.89	\$ 37.58
OUC	9899239921	MAINTENANCE	Neighborhood 01/0 CRISPIN CIR	\$ 293.13	\$ 307.56	\$ 289.52	\$ 305.84	\$ 309.45	\$ 295.02	\$ 302.23
OUC	9899239921	MAINTENANCE	Neighborhood J/0 CRISPIN CIR	\$ 491.87	\$ 516.79	\$ 485.64	\$ 513.83	\$ 520.07	\$ 495.14	\$ 507.60
OUC	9899239921	MAINTENANCE	Neighborhood I/0 CRISPIN CIR	\$ 719.50	\$ 754.91	\$ 710.64	\$ 750.70	\$ 759.56	\$ 724.14	\$ 741.84
OUC	9899239921	MAINTENANCE	Neighborhood H2/0 CRISPIN CIR	\$ 255.91	\$ 269.95	\$ 252.41	\$ 267.42	\$ 270.94	\$ 256.91	\$ 263.91
OUC	9899239921	MAINTENANCE	Harmony Track K/0 OXBOW CT	\$ 500.48	\$ 514.87	\$ 496.88	\$ 519.77	\$ 523.37	\$ 508.97	\$ 516.18
OUC	9899239921	MAINTENANCE	North Lakes of Harmony/0 FIVE OAKS DR	\$ 133.70	\$ 136.27	\$ 133.08	\$ 138.42	\$ 139.04	\$ 136.51	\$ 137.76
OUC	9899239921	MAINTENANCE	Phase 2 Roadway/7255 E IRLO BRONSON MEMORIAL HWY VL	\$ 573.25	\$ 597.93	\$ 567.08	\$ 597.14	\$ 603.31	\$ 578.63	\$ 590.97
OUC	9899239921	MAINTENANCE	Phase D1/7255 E IRLO BRONSON MEMORIAL HWY VL	\$ 208.45	\$ 217.42	\$ 206.21	\$ 217.14	\$ 219.39	\$ 210.41	\$ 214.90
OUC	9899239921	MAINTENANCE	Neighborhood G/7255 E IRLO BRONSON MEMORIAL HWY VL	\$ 938.05	\$ 978.43	\$ 927.95	\$ 977.14	\$ 987.23	\$ 946.85	\$ 967.04
OUC	9899239921	MAINTENANCE	Neighborhood H1/7255 E IRLO BRONSON MEMORIAL HWY VL	\$ 386.74	\$ 402.89	\$ 382.71	\$ 403.10	\$ 407.13	\$ 390.99	\$ 399.06
OUC	9899239921	MAINTENANCE	Phase A-1/7255 E IRLO BRONSON MEMORIAL HWY VL	\$ 646.21	\$ 674.02	\$ 639.25	\$ 673.14	\$ 680.09	\$ 652.27	\$ 666.18
OUC	9899239921	MAINTENANCE	Town Center/7255 E IRLO BRONSON MEMORIAL HWY VL	\$ 364.79	\$ 380.50	\$ 360.87	\$ 380.00	\$ 383.93	\$ 368.22	\$ 376.08
OUC	9899239921	MAINTENANCE	Phase 3 Roadway/7255 E IRLO BRONSON MEMORIAL HWY VL	\$ 865.09	\$ 902.33	\$ 855.77	\$ 901.14	\$ 910.45	\$ 873.20	\$ 891.83
OUC	9899239921	MAINTENANCE	Original 243/7255 E IRLO BRONSON MEMORIAL HWY VL	\$ 2,532.73	\$ 2,641.75	\$ 2,505.48	\$ 2,638.27	\$ 2,665.53	\$ 2,556.51	\$ 2,611.01
OUC	9899239921	MAINTENANCE	Neighborhood D2 & E/7255 E IRLO BRONSON MEMORIAL HWY VL	\$ 792.12	\$ 826.23	\$ 783.60	\$ 825.14	\$ 833.67	\$ 799.56	\$ 816.62
OUC	9899239921	MAINTENANCE	Phase C2/7255 E IRLO BRONSON MEMORIAL HWY VL	\$ 657.18	\$ 691.48	\$ 648.65	\$ 686.30	\$ 694.87	\$ 660.62	\$ 677.72
OUC	9899239921	MAINTENANCE	Neighborhood F/0 SCHOOLHOUSE RD	\$ 261.93	\$ 272.06	\$ 259.40	\$ 272.50	\$ 275.02	\$ 264.90	\$ 269.96
		001-053-1000-43-01	Subtotal METERS	\$ 3,076.25	\$ 3,094.56	\$ 1,732.45	\$ 3,264.62	\$ 3,993.10	\$ 2,996.92	\$ 2,918.10
		001-054-1000-43-02	Subtotal MAINTENANCE	\$ 10,621.13	\$ 11,085.39	\$ 10,505.14	\$ 11,066.99	\$ 11,183.05	\$ 10,718.85	\$ 10,950.89
			<b>TOTAL OUC</b>	\$ 13,697.38	\$ 14,179.95	\$ 12,237.59	\$ 14,331.61	\$ 15,176.15	\$ 13,715.77	\$ 13,868.99
Spectrum	8337 10 022 1997500	N/A	7255 FIVE OAKS DR	\$ 133.98	\$ (3.98)	\$ 126.02	\$ 130.00	\$ 130.00	\$ 130.00	\$ 130.00
Spectrum	8337 10 022 1997518	N/A	7124 HARMONY SQUARE DR S	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
			<b>TOTAL SPECTRUM</b>	\$ 253.98	\$ 116.02	\$ 246.02	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00



Utility Company	Account #	Meter #	Service Address	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26
Toho Water	001525420-000774910	14035860	0 BRACKEN FERN DRIVE PARK	\$ 82.14	\$ 129.68	93.97	\$ 118.26	\$ 47.43	\$ 76.07	\$ 112.55
Toho Water	001525420-000774920	15006579	0 BUTTON BUSH LOOP PARKB	\$ 6.47	\$ 13.36	16.94	\$ 16.94	\$ 13.36	\$ 13.30	\$ 16.94
Toho Water	001525420-000774940	51991853	7036 BUTTON BUSH LOOP PARKS	\$ 108.32	\$ 203.91	1877.88	\$ 820.08	\$ 278.28	\$ 152.52	\$ 493.28
Toho Water	001525420-000774950	51858298	0 POND PINE ROAD PARK	\$ 0.30	\$ 72.79	\$ 86.81	\$ 93.97	\$ 43.85	\$ 11.63	\$ 76.07
Toho Water	001525420-000774960	14035850	0 ALLEY NEIGHBORHOOD PARKC	\$ 53.97	\$ 163.94	\$ 163.94	\$ 83.23	\$ 47.43	\$ 72.49	\$ 61.75
Toho Water	001525420-000774980	21046920	0 PRIMROSE WILLOW DRIVE PARK	\$ 87.77	\$ 112.55	\$ 90.39	\$ 118.26	\$ 93.97	\$ 93.97	\$ 112.55
Toho Water	001525420-000774990	52059774	7014 BUTTON BUSH LOOP PARK	\$ 108.32	\$ 238.17	\$ 169.65	\$ 221.04	\$ 203.91	\$ 175.36	\$ 221.04
Toho Water	001525420-000775000	18006894 / 19001817	0 CATBRIER & BRACKEN FERN DRIVE PARK	\$ 393.92	\$ 725.64	\$ 505.08	\$ 110.97	\$ 911.80	\$ 2,584.22	\$ 2,710.73
Toho Water	001525420-000784380	62723517	0 FIVE OAKS DRIVE RM	\$ 2,766.55	\$ 3,428.15	\$ 2,903.55	\$ 3,393.75	\$ 1,529.30	\$ 2,860.55	\$ 2,972.35
Toho Water	001525420-000784390	60910380	0 SCHOOLHOUSE ROAD LSH02	\$ 284.53	\$ 744.45	\$ 758.77	\$ 783.83	\$ 984.31	\$ 912.71	\$ 243.25
Toho Water	001525420-000784410	62751435	0 CAT BRIER TRAIL PARK	\$ 4,327.74	\$ 1,661.39	\$ 2,630.50	\$ 3,835.31	\$ 2,179.41	\$ 1,761.63	\$ 2,213.67
Toho Water	001525420-000784420	71971009	0 HARMONY SQUARE DRIVE W	\$ 923.80	\$ 1,229.26	\$ 1,212.13	\$ 1,521.59	\$ 960.89	\$ 1,581.79	\$ 443.73
Toho Water	001525420-000784430	62751434	0 HARMONY SQUARE DRIVE W	\$ 419.45	\$ 490.73	\$ 369.01	\$ 300.99	\$ 261.61	\$ 458.51	\$ 462.09
Toho Water	001525420-000784440	19420047	0 HARMONY SQUARE DRIVE W	\$ 369.37	\$ 505.05	\$ 580.23	\$ 866.63	\$ 93.35	\$ 766.39	\$ 1,353.51
Toho Water	001525420-000785210	71947550	0 FIVE OAKS DRIVE RM	\$ 225.06	\$ 957.71	\$ 1,431.64	\$ 2,014.06	\$ 461.63	\$ 1,511.58	\$ 2,518.43
Toho Water	001525420-000790300	17006879	7255 FIVE OAKS DRIVE CABAN	\$ 85.61	\$ 135.31	\$ 70.33	\$ 70.33	\$ 91.99	\$ 81.16	\$ 102.82
Toho Water	001525420-000790660	19001670	7255 FIVE OAKS DRIVE POOL	\$ 102.33	\$ 47.59	\$ 45.10	\$ 70.00	\$ 62.53	\$ 52.57	\$ 89.92
Toho Water	001525420-000790670	21017675	7255 FIVE OAKS DRIVE SHWR	\$ 3.70	\$ 12.73	\$ 10.24	\$ 7.75	\$ 10.24	\$ 12.73	\$ 20.20
Toho Water	001525420-000790680	52168456	7255 FIVE OAKS DRIVE RECLM	\$ 168.08	\$ 372.88	\$ 355.68	\$ 441.68	\$ 673.88	\$ 2,041.28	\$ 329.88
Toho Water	001525420-000812210	63309511	3300 SCHOOLHOUSE ROAD RM	\$ 1,084.69	\$ 1,333.12	\$ 824.93	\$ 1,190.37	\$ 364.56	\$ 31.62	\$ 1,081.88
Toho Water	001525420-000819280	19001667	3300 SCHOOLHOUSE ROAD PARK	\$ 267.05	\$ 167.80	\$ 178.63	\$ 438.55	\$ 254.44	\$ 254.44	\$ 471.04
Toho Water	001525420-000846710	79251773	0 HARMONY SQ DR & 192	\$ 27.57	\$ 28.49	\$ 31.62	\$ 31.62	\$ 31.62	\$ 31.62	\$ 31.62
Toho Water	001525420-000855740	68934780	0 SCHOOLHOUSE & CUPSEED ROAD	\$ 2,148.21	\$ 1,301.78	\$ 31.62	\$ 768.58	\$ 897.58	\$ 35.20	\$ 2,651.98
Toho Water	001525420-000903760	65150354	6900 E IRLO BRONSON MEM HWY	\$ 1,742.81	\$ 1,886.06	\$ 1,742.86	\$ 1,964.82	\$ 1,825.20	\$ 1,775.08	\$ 2,333.56
Toho Water	001525420-000933910	60720859	6900 FIVE OAKS DRIVE RM	\$ 713.04	\$ 1,301.76	\$ 896.35	\$ 1,364.57	\$ 421.84	\$ 31.62	\$ 902.06
Toho Water	001525420-000933920	18001587	3300 SCHOOLHOUSE ROAD RCLM BLK	\$ 1,184.29	\$ 1,281.73	\$ 1,081.88	\$ 1,213.21	\$ 407.52	\$ 31.62	\$ 996.23
Toho Water	001525420-000944380	18010172 / 72940814	7124 S HARMONY SQUARE DRIVE POOLCBNA	\$ 502.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Toho Water	001525420-000948250	61099658	7300 FIVE OAKS DRIVE RCLM	\$ 1,313.74	\$ 1,366.42	\$ 1,994.52	\$ 4,967.18	\$ 1,897.45	\$ 2,394.22	\$ 4,382.38
Toho Water	001525420-000948380	21008656	7500 FIVE OAKS DRIVE RCLM	\$ 6,122.42	\$ 6,021.10	\$ 71.00	\$ 96.06	\$ 96.06	\$ 2,151.10	\$ 2,434.90
Toho Water	001525420-001125108	18006897	3200 SCHOOLHOUSE ROAD RM EVN BLK	\$ 27.57	\$ 74.58	\$ 35.20	\$ 35.20	\$ 35.20	\$ 35.20	\$ 31.62
Toho Water	001525420-001262780	21008654	6900 E IRLO BRONSON MEM HWY BLKODD	\$ 27.57	\$ 1,904.84	\$ 378.88	\$ 754.78	\$ 171.24	\$ 493.44	\$ 450.48
Toho Water	001525420-033035419	79643233	7500 A EVEN FIVE OAKS DRIVE	\$ -	\$ -	\$ 565.04	\$ 192.72	\$ (270.42)	\$ 115.62	\$ 371.72
Toho Water	001525420-033058389	16006524	3400 EVEN FEATHER GRASS COURT	\$ 27.57	\$ 92.48	\$ 207.04	\$ 214.20	\$ 203.46	\$ 192.72	\$ 181.98
Toho Water	001525420-033141279	18006898	3100 SONGBIRD CIRCLE ODD BLOCK	\$ 27.57	\$ 1,230.62	\$ 1,841.22	\$ 1,901.42	\$ 1,634.82	\$ 1,437.02	\$ 1,772.42
<b>TOTAL TOHO WATER</b>				<b>\$ 25,734.23</b>	<b>\$ 29,236.07</b>	<b>\$ 23,252.63</b>	<b>\$ 30,021.95</b>	<b>\$ 16,919.74</b>	<b>\$ 24,230.98</b>	<b>\$ 32,648.63</b>
Waste Connections	6460-126957	N/A	7350 FIVE OAKS DR	\$ 426.54	\$ 51.16	\$ 426.54	\$ 477.70	\$ 477.70	\$ 477.70	\$ 477.70
<b>TOTAL WASTE CONNECTIONS</b>				<b>\$ 426.54</b>	<b>\$ 51.16</b>	<b>\$ 426.54</b>	<b>\$ 477.70</b>	<b>\$ 477.70</b>	<b>\$ 477.70</b>	<b>\$ 477.70</b>
<b>Updated by MM: 5/13/2026 10:00 AM</b>										



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# **Harmony Community Development District**

**Proposals from ULS**

## ULS Work Authorizations

Agenda #	Work Auth #	Description	Amount
1	230688	Four Mainline Breaks 4" Size	\$3,557.28
2	230695	Dog Park 2" Mainline Break	\$551.32
	<b>Total:</b>		<b>\$4,108.6</b>

**ADDITIONAL SERVICES ORDER NO. 230688**  
**LANDSCAPE & IRRIGATION MAINTENANCE SERVICES**

**THIS ADDITIONAL SERVICES ORDER** (the “ASO”), dated May 19, 2026, authorizes additional work in accordance with the requirements established by that certain *Landscape & Irrigation Maintenance Services Agreement*, dated December 22, 2022, as assigned to Benchmark Landscaping, LLC, which is fully acquired by Contractor, on January 30, 2023 (the “**Agreement**”), by and between:

**HARMONY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 3501 Quadrangle Boulevard., Suite 270, Orlando, Florida 32817 (the “**District**”); and

**FLORIDA ULS OPERATING, LLC**, (d/b/a “**United Land Services**”) Delaware limited liability company, whose address for purposes of this ASO is 12276 San Jose Boulevard, Suite 747, Jacksonville, Florida 32223-8617 (“**Contractor**”).

**SECTION 1. SCOPE OF SERVICES.** Pursuant to Section 7.c of the Agreement, in addition to the Work described in the Agreement and any Exhibits, Amendments and ASOs thereto, Contractor shall provide services, as set forth in Contractor’s Proposal No. **230688**, dated **May 19, 2026**, and attached hereto as **Exhibit A**, all in accordance with the terms of the Agreement (the “**Additional Services**”). Contractor may make changes to the scope of Additional Services without further written authorization from the District to the extent that such changes are communicated to Contractor by the District’s representative and do not increase the price of the Additional Services.

**SECTION 2. COMPENSATION.** It is understood and agreed that the compensation for the Additional Services under this ASO shall be in an amount not to exceed **Three Thousand Five Hundred Fifty Seven Dollars and Twenty Eight Cents (\$3,557.28)** and shall be remitted in the manner set forth in the Agreement. The total compensation for the Additional Services shall not exceed the actual services and/or work rendered under this ASO. It is understood and agreed upon that the compensation for the completion of the Additional Services is based upon all materials and labor required to perform such services.

**SECTION 3. FINAL AGREEMENT.** This ASO, together with the Agreement, any Exhibits, Amendments and ASOs thereto, represents the entire understanding between the District and the Contractor with regard to the Additional Services and supersedes any previously executed proposal or agreement related to the provision of such services.

**SECTION 4. ACCEPTANCE.** Acceptance of this ASO will authorize the Contractor to complete the Additional Services as outlined herein and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this ASO, remain in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this ASO to be executed the day and year first above written.

ATTEST:


**HARMONY COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson/Vice Chair, Board of Supervisors

WITNESS:

**FLORIDA ULS OPERATING, LLC, a  
Delaware limited liability company**

  
\_\_\_\_\_  
Name: Blake Firth  
Address: 3501 Quadrangle  
Blvd., Suite 270, Orlando, FL 32817

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

**Exhibit A:** Scope of Additional Services



**Proposal #230688**

**Date: 5/11/2026**

**PO #**

**Alex Martinez**

**Customer:**

PFM Group Consulting

**Property:**

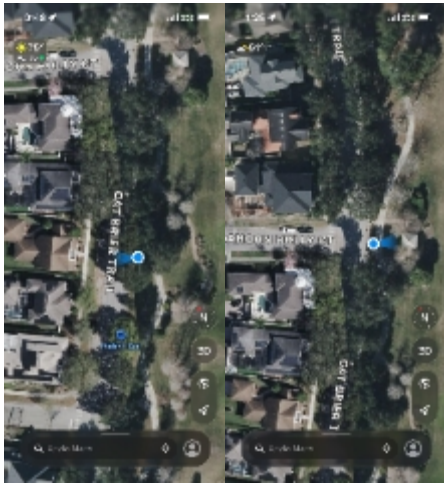
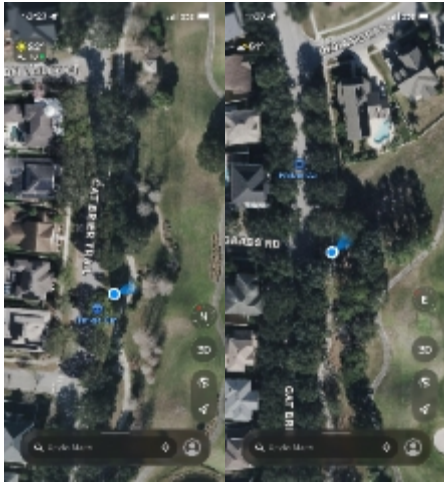
Harmony CDD  
3500 Harmony Sq Dr W  
Harmony, 34773

## Four Mainline Breaks 4" size

### Heavy root area 4" size Mainlines



### Locations:



**Repairs Proposed \$3,557.28**

Items	Quantity	Unit	Price/Unit	Price
<b>Irrigation Repair</b>				<b>\$3,557.28</b>
4" MainLine parts	4.00	ea	\$369.32	\$1,477.28
Labor Repair for 2 techs	32.00	ea	\$65.00	\$2,080.00
<b>PROJECT TOTAL:</b>				<b>\$3,557.28</b>

**Terms & Conditions**

By \_\_\_\_\_

**Alex Martinez**

Date 5/11/2026

**United Land Services**

By \_\_\_\_\_

Date \_\_\_\_\_

**Harmony CDD**

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**ADDITIONAL SERVICES ORDER NO. 230695**  
**LANDSCAPE & IRRIGATION MAINTENANCE SERVICES**

**THIS ADDITIONAL SERVICES ORDER** (the “ASO”), dated May 19, 2026, authorizes additional work in accordance with the requirements established by that certain *Landscape & Irrigation Maintenance Services Agreement*, dated December 22, 2022, as assigned to Benchmark Landscaping, LLC, which is fully acquired by Contractor, on January 30, 2023 (the “**Agreement**”), by and between:

**HARMONY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 3501 Quadrangle Boulevard., Suite 270, Orlando, Florida 32817 (the “**District**”); and

**FLORIDA ULS OPERATING, LLC**, (d/b/a “**United Land Services**”) Delaware limited liability company, whose address for purposes of this ASO is 12276 San Jose Boulevard, Suite 747, Jacksonville, Florida 32223-8617 (“**Contractor**”).

**SECTION 1. SCOPE OF SERVICES.** Pursuant to Section 7.c of the Agreement, in addition to the Work described in the Agreement and any Exhibits, Amendments and ASOs thereto, Contractor shall provide services, as set forth in Contractor’s Proposal No. **230695**, dated **May 19, 2026**, and attached hereto as **Exhibit A**, all in accordance with the terms of the Agreement (the “**Additional Services**”). Contractor may make changes to the scope of Additional Services without further written authorization from the District to the extent that such changes are communicated to Contractor by the District’s representative and do not increase the price of the Additional Services.

**SECTION 2. COMPENSATION.** It is understood and agreed that the compensation for the Additional Services under this ASO shall be in an amount not to exceed **Five Hundred Fifty One Dollars and Thirty Two Cents (\$551.32)** and shall be remitted in the manner set forth in the Agreement. The total compensation for the Additional Services shall not exceed the actual services and/or work rendered under this ASO. It is understood and agreed upon that the compensation for the completion of the Additional Services is based upon all materials and labor required to perform such services.

**SECTION 3. FINAL AGREEMENT.** This ASO, together with the Agreement, any Exhibits, Amendments and ASOs thereto, represents the entire understanding between the District and the Contractor with regard to the Additional Services and supersedes any previously executed proposal or agreement related to the provision of such services.

**SECTION 4. ACCEPTANCE.** Acceptance of this ASO will authorize the Contractor to complete the Additional Services as outlined herein and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this ASO, remain in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this ASO to be executed the day and year first above written.

ATTEST:


**HARMONY COMMUNITY  
DEVELOPMENT DISTRICT**

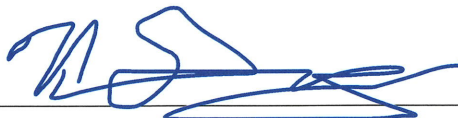
\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice Chair, Board of Supervisors

WITNESS:

**FLORIDA ULS OPERATING, LLC, a  
Delaware limited liability company**

  
\_\_\_\_\_  
Name: Blake Firth  
Address: 3501 Quadrangle Blvd.  
Suite 200, Orlando, FL 32817

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

**Exhibit A:**     Scope of Additional Services



**Proposal #230695**

Date: 5/11/2026

PO #

Alex Martinez

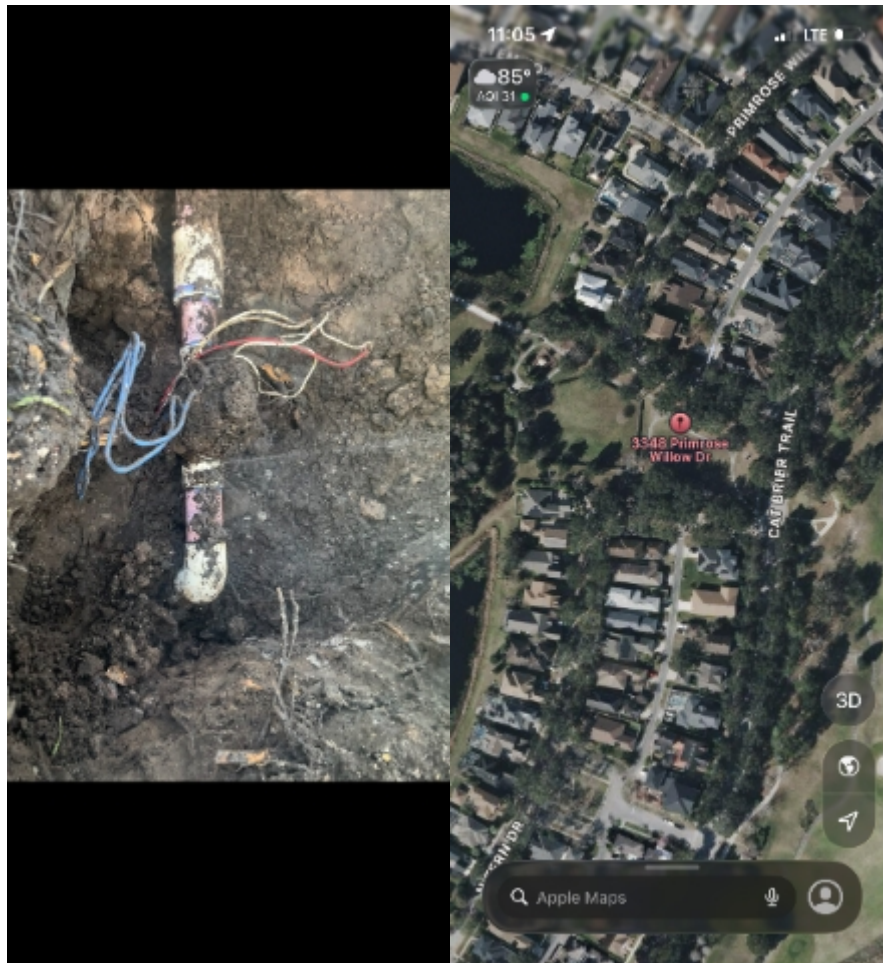
**Customer:**

PFM Group Consulting

**Property:**

Harmony CDD  
3500 Harmony Sq Dr W  
Harmony, 34773

**Dog Park 2" Mainline break**



**2" Mainline break on the male coupling**

**Repairs Proposed \$551.32**

Items	Quantity	Unit	Price/Unit	Price
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<b>Irrigation Repair</b>				<b>\$551.32</b>
2" Mainline Parts	1.00	ea	\$291.32	\$291.32
Labor Repair	4.00	ea	\$65.00	\$260.00
<b>PROJECT TOTAL:</b>				<b>\$551.32</b>

**Terms & Conditions**

By \_\_\_\_\_

**Alex Martinez**

Date 5/11/2026

**United Land Services**

By \_\_\_\_\_

Date \_\_\_\_\_

**Harmony CDD**



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# **Harmony Community Development District**

## **Landscape Items**



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# **Harmony Community Development District**

## **Field Services Status**

**From:** [Samantha Sharenow](#)  
**To:** [Boardmember3@harmonyccd.org](#); [Boardmember2@harmonyccd.org](#); [Boardmember4@harmonyccd.org](#); [boardmember1@harmonyccd.org](#); [boardmember5@harmonyccd.org](#)  
**Cc:** [Matthew Davenport](#); [Grant Philbeck](#); [Lynne Mullins](#)  
**Subject:** Operational Accountability and Immediate Corrective Actions  
**Date:** Tuesday, May 26, 2026 10:49:51 AM  
**Attachments:** [image001.png](#)

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**ALERT:** This message is from an external source. **BE CAUTIOUS** before clicking any link or attachment

Board Members,

I want to personally address the unacceptable operational failure that occurred yesterday and acknowledge the negligence demonstrated by members of our team who did not report to work as expected. Quite frankly, this should never have happened, especially at a property and community we are entrusted to support.

This matter has already been escalated to our People Operations department and is being formally addressed. Disciplinary action is underway, and staffing replacements will be made where necessary to ensure this type of failure does not occur again.

In addition, after reviewing the situation, I have determined that Jonathan requires stronger operational support and leadership resources around him. Effective immediately, Jonathan will report directly to Matt Davenport, our Director of Property and Facility Management, who currently oversees several other CDDs we manage in partnership with PFM. Supporting Matt will be Grant, his full-time associate, who will provide dedicated administrative oversight to ensure requests, communication, and operational items are handled promptly and professionally.

Jonathan is a valued member of our team, but we must improve responsiveness and execution. To that end:

- Reservations will now be confirmed within three business days.
- Boat reservations have been integrated into our field service application to ensure proper staffing coverage and accountability on-site.
- We are implementing and publicly posting a dedicated after-hours emergency line that will be actively monitored.
- We maintain a fully trained on-call support team capable of responding to operational issues across all our properties should situations arise unexpectedly.

While I cannot undo what transpired, I can assure you that we are taking decisive action to ensure it does not happen again. Our company does not close on holidays, and frankly, it is embarrassing that this situation occurred under our management.

I have also tasked the new support team with being on-site alongside Jonathan for the remainder of the week to stabilize operations, assist with outstanding matters, and ensure expectations are being met moving forward.

Additionally, I will personally attend this week's meeting to answer questions directly, accept responsibility on behalf of our company, and hear any concerns the Board may have. I strongly believe in transparency, accountability, and honesty, especially when we fall short of the standards we set for ourselves.

Again, I sincerely apologize for the frustration and inconvenience this caused, and I appreciate the Board's patience as we correct these issues immediately and thoroughly.

I am also available by cell phone to address any failures of my team when needed.

Thank you,

**\*Remember, please do not "reply all" per the Florida Sunshine Laws.\***

*Well Being Notice: Receiving this email outside of normal working hours? Managing work and life responsibilities is unique for everyone. I have sent this email at a time that works for me. Please feel free to respond during normal working hours when it works for you.*

**Samantha Sharenow**  
**Executive Vice**  
**President**

Office: 407.522.7140 x702  
Fax: 866.575.5341  
Direct: 848.992.8357  
[www.bermancorp.com](http://www.bermancorp.com)



**BERMAN**



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# **Harmony Community Development District**

## **Boat Replacement Proposals**

**Quote 1 - Pontoon Boat for Harmony**

Category	Vendor	Item Description	Unit Price	Unit	Quantity	Total
Pontoon Boat	Princecraft	Brio E 17 2026, Black Torqeedo Cruise 3.0 RL, Galvanized Trailer Boat Package	\$24,774.00	Each	1	\$24,774.00
		Selected Options	\$3,185.00	Each	1	\$3,185.00
		Promotions (4/2/26-5/31/26)	-\$900.00		1	-\$900.00
					<b>Grand Total</b>	<b>\$27,059.00</b>

**Quote 2 - Pontoon Boat for Harmony**

Category	Vendor	Item Description	Unit Price	Unit	Quantity	Total
Pontoon Boat	Visione Electric Boats	Pontoon Boat Select Battery Bank -(2x7.2) 14.4 KW Canopy Included and trailer	\$46,000.00	Each	1	\$46,000.00
					<b>Grand Total</b>	<b>\$46,000.00</b>



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# **Harmony Community Development District**

## **Pool Furniture Proposals**

## RECYCLED PLASTIC POOL FURNITURE QUOTE COMPARISON

Quote #	Category	Vendor	Item Description	Unit Price	Unit	Quantity	Total
Q-001	Pool Furniture - White	Swartz	Pensacola Chaise Lounge (White)	\$815.34	EA	25	\$20383.50
Q-001	Pool Furniture - White	Swartz	Traditional Dining Side Chair, No Arms (White)	\$415.00	EA	40	\$16600.00
Q-001	Pool Furniture - White	Swartz	Traditional 3' Square Dining Table (White)	\$695.00	EA	10	\$6950.00
Q-001	Pool Furniture - White	Swartz	Adirondack 18" Round Side Table (White)	\$226.82	EA	8	\$1814.56
Q-001	Pool Furniture - White	Swartz	BULK ORDER DISCOUNT	-\$5698.06	EA	1	-\$5698.06
Q-001	Pool Furniture - White	Swartz	Shipping & Handling	\$3122.00	EA	1	\$3122.00
<b>GRAND TOTAL — Swartz Option 1</b>							<b>\$43,172.00</b>

Quote #	Category	Vendor	Item Description	Unit Price	Unit	Quantity	Total
Q-002	Pool Furniture - Slate Grey or Black	Pool Furniture Supply	Nautical Recycled Plastic Chaise Lounge, No Arms, Stackable. 5 Postion Back, 51 lbs	\$325.95	EA	25	\$8148.75
Q-002	Pool Furniture - Slate Grey or Black	Pool Furniture Supply	Lakeside Dining Am Chair, Recycled Plastic, 24 lbs. Assembly Required	\$215.95	EA	40	\$8638.00
Q-002	Pool Furniture - Slate Grey or Black	Pool Furniture Supply	Polywood 48" Round Recycled Plastic Dining Table	\$515.95	EA	10	\$5159.50
Q-002	Pool Furniture - Slate Grey or Black	Pool Furniture Supply	South Beach 15" Side Table, Recycled Plastic	\$85.95	EA	8	\$687.60
Q-002	Pool Furniture - Slate Grey or Black	Pool Furniture Supply	Shipping & Handling	\$0.00	EA	1	\$0.00
<b>GRAND TOTAL — Pool Furniture Supply Option 1</b>							<b>\$22,633.85</b>

Quote #	Category	Vendor	Item Description	Unit Price	Unit	Quantity	Total
Q-003	Pool Furniture - White or Sand	Pool Furniture Supply	Nautical Recycled Plastic Chaise Lounge, No Arms, Stackable. 5 Postion Back, 51 lbs	\$375.95	EA	25	\$9398.75
Q-003	Pool Furniture - White or Sand	Pool Furniture Supply	Lakeside Dining Am Chair, Recycled Plastic, 24 lbs. Assembly Required	\$245.95	EA	40	\$9838.00
Q-003	Pool Furniture - White or Sand	Pool Furniture Supply	Polywood 48" Round Recycled Plastic Dining Table	\$595.95	EA	10	\$5959.50
Q-003	Pool Furniture - White or Sand	Pool Furniture Supply	South Beach 15" Side Table, Recycled Plastic	\$95.95	EA	8	\$767.60
Q-003	Pool Furniture - White or Sand	Pool Furniture Supply	Shipping & Handling	\$0.00	EA	1	\$0.00
<b>GRAND TOTAL — Pool Furniture Supply Option 2</b>							<b>\$25,963.85</b>

## Blake Firth

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**From:** Tim Hill <tim@parkplayusa.com>  
**Sent:** Friday, May 8, 2026 12:00 AM  
**To:** Blake Firth  
**Subject:** Revised Quote for Recycled Plastic Furnishings #04221R2  
**Attachments:** #04221R2 Recy Option.pdf

**ALERT:** This message is from an external source. **BE CAUTIOUS** before clicking any link or attachment

Hi Blake –

As per our conversation Thursday afternoon, please see the attached quote. Please note the following:

1. As we discussed, Frog Furnishings has notified us that the chaise lounge in the white color is not in production at the moment and may not be available until late fall (Sept – Nov).
2. Some of our manufacturers of plastic products have experienced major supply chain disruptions due to a variety of reasons. As inventories have been depleted, keeping up with demand has been challenging to say the least. This has led to a slow down or halting of production for some items and, unfortunately, costs from production to freight have continued to increase for available products.
3. In spite of these challenges, I assure you that we are doing everything we can to continue to provide exceptional products at reasonable prices.
4. Lastly, if you may be seeking an alternate model to the chaise lounge that you requested, let me know as soon as possible and I'll see what we can do.

Feel free to contact me with any questions, comments or concerns that you may have.

Tim Hill

**Orlando Area Sales Rep**  
**Swartz Associates, Inc.**  
(407) 412-6156

Email: [tim@parkplayusa.com](mailto:tim@parkplayusa.com)  
Website: [www.parkplayusa.com](http://www.parkplayusa.com)

MAIN OFFICE: (813) 949-2288

**Serving All of Florida, Georgia & The Caribbean**

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## Blake Firth

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**From:** Chris Quigley <chris@poolfurnituresupply.com>  
**Sent:** Tuesday, May 19, 2026 11:54 AM  
**To:** chris@poolfurnituresupply.com  
**Subject:** Price Increases

**ALERT:** This message is from an external source. **BE CAUTIOUS** before clicking any link or attachment

Hello,

Thank you for allowing us to quote your project.

We have been advised by all factories that due to the sustained price of fuel, material costs have been impacted.

This will result in a 10% increase on the pricing that was provided to you. Please note, if you were offered "Free Shipping" that will be removed.

This change will be effective 6-1. To avoid this increase, a signed quote and deposit payment will need to be submitted by 5-29-26

If your project is no longer under consideration, please let me know.

Regards,

**Chris Quigley**  
Sales Manager  
**Direct: 1-386-675-0269**



### Pool Furniture Supply

- Email: [Chris@poolfurnituresupply.com](mailto:Chris@poolfurnituresupply.com)
- Office: 1-877-646-6320 • Fax: 1-386-437-6652
- Address: 2729 East Moody Blvd | Suite 104 | Bunnell, FL 32110



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# Harmony Community Development District

**Pond Fountain Repair Proposals**  
*(provided under separate cover)*



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# **Harmony Community Development District**

**Degreaser and Powder Proposal from Spies**



# QUOTE

Number: Q102040

Date: 5/26/2026

Account No: 746-1102

Prepared For:

Terms: Due Upon Receipt

Reference:

801 Sawdust Tr  
 Kissimmee, FL 34744  
 Phone: (407)847-2771  
 Fax: (407)847-8242

**Billing Address**

HARMONY SWIM CLUB - HARMONY  
 CDD  
 C/O INFRAMARK  
 210 N. UNIVERSITY DR., STE. 70  
 CORAL SPRINGS, FL 33071

**Service Address**

HARMONY SWIM CLUB - HARMONY SWIM  
 CLUB  
 3500 HARMONY SQUARE DR West  
 Saint Cloud, FL 34773

**REQUEST**

ESTIMATE

Item	Description	Qty	Unit	Price	Extended
AAA-06-203	DE POWDER 50LB	6.0000	Bag	\$62.00	\$372.00
SPI-50-1012	* DEGREASER GAL SOLUTION (2) P301C - 3 CASES	12.0000	Gallon	\$22.00	\$264.00
TEMPFUELSURCHARGE	FUEL SURCHARGE	1.0000	EA	\$9.00	\$9.00
DEL-00-0000-S	DELIVERY FEE	1.0000	EA	\$29.95	\$29.95

**ORDER NOTES**

THIS IS ONLY AN ESTIMATE, YOU MUST  
 EMAIL OR CALL TO MAKE THIS AN  
 ORDER! NO WARRANTY ON MOTORS  
 UNLESS INSTALLED BY SPIES.

Sub Total: \$674.95  
 Sales Tax: \$0.00  
 Freight: \$0.00  
**Total: \$674.95**

Accepted By \_\_\_\_\_



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# **Harmony Community Development District**

**Pool Recirculation Pump Repair Proposal from Spies**

- Commercial Swimming Pool Chemicals & Supplies
- Chlorine for Treatment of Drinking & Waste Water



- Parts, Repairs and Renovations  
Lic # CP C043205
- Pool Heater Sales and Repair  
Lic # 12152

HARMONY SWIM CLUB  
3500 HARMONY SQUARE DR,  
ST. CLOUD, FL, 34773

5/4/2026

ATTN: MANGER

DURING THE RECENT INSPECTION OF THE IMPELLER, WE IDENTIFIED THAT THE IMPELLER IS IN POOR CONDITION AND IS UNLIKELY TO PROVIDE RELIABLE SERVICE FOR AN EXTENDED PERIOD. THIS QUOTE IS FOR REPAIRS TO YOUR **POOL RECIRCULATION PUMP**. SPIES WILL INSTALL ONE NEW 7.5HP BRASS TRIMMED IMPELLER AND HOUSING PUMP. THE PRICE INCLUDES ALL LABOR FOR THE REPAIR.

**TOTAL: \$4,361.00**

**THE PRICE IS GOOD FOR 30 DAYS FROM DATE OF QUOTE.**

AGREED & ACCEPTED:

NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

REGARDS,

JOHN DILLON  
SERVICE MANAGER  
SPIES POOL LLC  
CP C043205

801 Sawdust Trail  
Kissimmee, FL 34744



407-847-2771  
Fax 407-847-8242

[www.spiespool.com](http://www.spiespool.com)



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# **Harmony Community Development District**

## **Sidewalk Pressure Washer Proposals**

**Quote 1 - Pressure Washer for Harmony**

Category	Store	Item Description	Unit Price	Unit	Quantity	Total
Pressure Washer	American Pressure Systems	GX 690 Honda Electric Start 8 GPM- 3500 PSI High Output Hot Water Super-Skid	\$7,899.00	Each	1	\$7,899.00
					<b>Grand Total</b>	<b>\$7,899.00</b>

**Quote 2 -Pressure Washer for Harmony**

Category	Store	Item Description	Unit Price	Unit	Quantity	Total
Pressure Washer	Spray Well	Ultra Smokin' Bandit 4000 PSI 4.0 GPM (Gas - Hot Water) Belt Drive Pressure Washer with Honda Engine and Comet Pump	\$4,995.00	Each	1	\$4,995.00
					<b>Grand Total</b>	<b>\$4,995.00</b>

**Quote 3 -Pressure Washer for Harmony**

Category	Store	Item Description	Unit Price	Unit	Quantity	Total
Pressure Washer	BCE Cleaning Systems	Hydro Max Tank Skid -TSSG435HG-100 (100 gallon) 4gpm@3500psi- Hot Water Front Mounted Hose Reels:Standard Hose Reels - Included	\$5,965.00	Each	1	\$5,965.00
		Freight	\$595.00	Each	1	\$595.00
					<b>Grand Total</b>	<b>\$6,560.00</b>



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# **Harmony Community Development District**

## **Sidewalk Repair Proposals**



# HARMONY COMMUNITY DEVELOPMENT DISTRICT (CDD)

To: Harmony CDD Board of Supervisors  
From: David W. Hamstra, P.E., CFM  
Harmony CDD District Engineer  
Pegasus Engineering Stormwater Department Manager  
Date: Revised May 21, 2026  
Re: Invitation to Bid (ITB)  
Harmony Sidewalk Improvements  
Five Oaks Drive, Schoolhouse Road, Primrose Willow, Cat Briar Trail  
Subject: Bid Tabulation and Evaluation

## PART 1: SUMMARY OF THE SUBMITTED BIDS

This project was transmitted (by email) to a group of prospective bidders on April 24, 2026, with bid submissions due by 5:00 p.m. on May 18, 2026. The bids received for this project are summarized below:<sup>1</sup>

- Baseline Construction Services ..... \$221,930.84 (~~\$222,003.60~~)
- Element Environmental ..... \$227,343.38 (~~\$227,423.70~~)

An additional bid was received after the bid submission deadline and is included below for informational purposes only. This bid was not reviewed and was not considered as part of the current bid tabulation or evaluation process.

- Inframark ..... \$xxx,xxx.xx

<sup>1</sup> These are the "adjusted" amounts once math errors and other percentage based computations have been corrected (if necessary). The Contractor's actual bid amount as presented on the signed bid form is shown in parenthesis.

## PART 2: BID TABULATION

**Table 1** provides a summary of the submitted bids, including the total bid amounts “as submitted” and “as corrected” in cases where mathematical errors were identified (indicated in red text). Based on the corrected bid amounts shown in **Table 1**, Baseline Construction Services appears to be the lowest responsive bidder, with the second-lowest bid being approximately 2.4% higher.

## PART 3: LOWEST RESPONSIBLE BIDDER<sup>2</sup>

The Invitation to Bid (ITB) requires that the following documents be included within the submitted bid package.

### 1. Proposal

[Informational] Baseline Construction Services did not formally acknowledge receipt of Addendum No. 1 dated May 12, 2026. However, based on the language included in the ITB document and provided below, failure to acknowledge an addendum on the Proposal form does not automatically render the bid non-responsive. Submission of the bid constitutes acknowledgment and acceptance of all issued addenda.

<< Excerpt from the Instruction to Bidders >>

“Each prospective bidder shall acknowledge receipt of such addenda in the space provided therefore in the Proposal form. In case any bidder fails to acknowledge receipt of such addenda or addendum, its bid will nevertheless be construed as though it has been received and acknowledged and the submission of its bid will constitute acknowledgment of the receipt of same. All addenda are a part of the Contract Documents and each bidder will be bound by such addenda, whether or not received by it.”

### 2. Bid Form

### 3. List of Major Subcontractors

### 4. Evidence of Experience and Financial Status

[Informational] Baseline Construction Services provided client contact information for nine (9) separate projects. These references were not contacted by Pegasus Engineering as part of this bid evaluation.

### 5. ~~Bid Bond~~

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<sup>2</sup> Qualified bidder with the lowest or best bid price, and whose business and financial capabilities, past performance, and reputation meet the required standards.

**6. Conflict of Interest Disclosure Form**

**7. Officers and Significant Stakeholders**

**8. Internal Revenue Service, Form W-9, Taxpayer Identification**

**PART 4: RECOMMENDATIONS**

Based on a review and evaluation of the submitted bids, Pegasus Engineering has determined that the apparent low bidder submitted the lowest responsible bid and hereby recommends award of the construction contract in the amount indicated below.

- Baseline Construction Services .....\$221,930.84

**PART 5: CLOSING**

Should you have any questions regarding the information presented in this memorandum, please feel free to contact me using the information provided below:

- Office Phone: 407-992-9160, Extension 309
- Cell Phone: 407-247-0003
- E-mail: david@pegasusengineering.net

**END OF MEMO**

Attachments

- > Table 1 – Bid Tabulation

**TABLE 1 - BID TABULATION**

**HARMONY SIDEWALK IMPROVEMENTS**

Five Oaks Drive, Schoolhouse Road, Primrose Willow Drive, Cat Briar Trail



Item No.	Pay Item	Item Description	Item Qty.	Qty. Unit	Pegasus Engineering		Element Environmental		Baseline Construction Services	
					Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
<b>SECTION 1 - GENERAL</b>										
1-1	101-1a	Mobilization	1	LS	10.0%	\$26,787.60	\$3,500.00	\$3,500.00	\$0.00	\$0.00
1-2	101-1b	Bonds and insurance	1	LS	2.0%	\$5,357.52	\$6,310.00	\$6,310.00	\$0.00	\$0.00
1-3	102-1	Maintenance of traffic	1	LS	2.0%	\$5,357.52	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00
<b>Sub Totals</b>						\$37,502.64	--	\$15,810.00	--	\$10,000.00
<b>SECTION 2 - FIVE OAKS DRIVE</b>										
2-1	522-0a	Concrete sidewalks, 4' Wide, Grinding, < 1" Trip Hazard	0	SF	\$6.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-2	522-0b	Concrete sidewalks, 5' Wide, Grinding, < 1" Trip Hazard	556	SF	\$6.00	\$3,336.00	\$11.00	\$6,116.00	\$22.00	\$12,232.00
2-3	522-0c	Concrete sidewalks, 6' Wide, Grinding, < 1" Trip Hazard	0	SF	\$6.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-4	522-0c	Concrete sidewalks, 8' Wide, Grinding, < 1" Trip Hazard	0	SF	\$6.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-5	522-1a	Concrete sidewalks, 4' Wide x 4" thick, 3,000 psi	0	SY	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-6	522-1b	Concrete sidewalks, 5' Wide x 4" thick, 3,000 psi	706	SY	\$120.00	\$84,672.00	\$85.00	\$59,976.00	\$77.00	\$54,331.20
2-7	522-1c	Concrete sidewalks, 6' Wide x 4" thick, 3,000 psi	0	SY	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-8	522-1d	Concrete sidewalks, 8' Wide x 4" thick, 3,000 psi	0	SY	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Sub Totals</b>						\$88,008.00	--	\$66,092.00	--	\$66,563.20
<b>SECTION 3 - SCHOOLHOUSE ROAD</b>										
3-1	522-0a	Concrete sidewalks, 4' Wide, Grinding, < 1" Trip Hazard	0	SF	\$6.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3-2	522-0b	Concrete sidewalks, 5' Wide, Grinding, < 1" Trip Hazard	440	SF	\$6.00	\$2,640.00	\$11.00	\$4,840.00	\$22.00	\$9,680.00
3-3	522-0c	Concrete sidewalks, 6' Wide, Grinding, < 1" Trip Hazard	0	SF	\$6.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3-4	522-0c	Concrete sidewalks, 8' Wide, Grinding, < 1" Trip Hazard	80	SF	\$6.00	\$480.00	\$11.00	\$880.00	\$22.00	\$1,760.00
3-5	522-1a	Concrete sidewalks, 4' Wide x 4" thick, 3,000 psi	0	SY	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3-6	522-1b	Concrete sidewalks, 5' Wide x 4" thick, 3,000 psi	588	SY	\$120.00	\$70,560.00	\$85.00	\$49,980.00	\$77.00	\$45,276.00
3-7	522-1c	Concrete sidewalks, 6' Wide x 4" thick, 3,000 psi	0	SY	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3-8	522-1d	Concrete sidewalks, 8' Wide x 4" thick, 3,000 psi	116	SY	\$120.00	\$13,884.00	\$85.00	\$9,834.50	\$77.00	\$8,908.90
<b>Sub Totals</b>						\$87,564.00	--	\$65,534.50	--	\$65,624.90
<b>SECTION 4 - PRIMROSE WILLOW DRIVE</b>										
4-1	522-0a	Concrete sidewalks, 4' Wide, Grinding, < 1" Trip Hazard	296	SF	\$6.00	\$1,776.00	\$11.00	\$3,256.00	\$22.00	\$6,512.00
4-2	522-0b	Concrete sidewalks, 5' Wide, Grinding, < 1" Trip Hazard	16	SF	\$6.00	\$96.00	\$11.00	\$176.00	\$22.00	\$352.00
4-3	522-0c	Concrete sidewalks, 6' Wide, Grinding, < 1" Trip Hazard	0	SF	\$6.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-4	522-0c	Concrete sidewalks, 8' Wide, Grinding, < 1" Trip Hazard	0	SF	\$6.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-5	522-1a	Concrete sidewalks, 4' Wide x 4" thick, 3,000 psi	374	SY	\$120.00	\$44,880.00	\$85.00	\$31,790.00	\$77.00	\$28,798.00
4-6	522-1b	Concrete sidewalks, 5' Wide x 4" thick, 3,000 psi	17	SY	\$120.00	\$2,016.00	\$85.00	\$1,428.00	\$77.00	\$1,293.60

**TABLE 1 - BID TABULATION**

**HARMONY SIDEWALK IMPROVEMENTS**

Five Oaks Drive, Schoolhouse Road, Primrose Willow Drive, Cat Briar Trail



					Pegasus Engineering		Element Environmental		Baseline Construction Services	
Item No.	Pay Item	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
4-7	522-1c	Concrete sidewalks, 6' Wide x 4" thick, 3,000 psi	0	SY	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-8	522-1d	Concrete sidewalks, 8' Wide x 4" thick, 3,000 psi	9	SY	\$120.00	\$1,068.00	\$85.00	\$756.50	\$77.00	\$685.30
<b>Sub Totals</b>						\$49,836.00	--	\$37,406.50	--	\$37,640.90

**SECTION 5 - CAT BRIAR TRAIL**

5-1	522-0a	Concrete sidewalks, 4' Wide, Grinding, < 1" Trip Hazard	0	SF	\$6.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5-2	522-0b	Concrete sidewalks, 5' Wide, Grinding, < 1" Trip Hazard	164	SF	\$6.00	\$984.00	\$11.00	\$1,804.00	\$22.00	\$3,608.00
5-3	522-0c	Concrete sidewalks, 6' Wide, Grinding, < 1" Trip Hazard	0	SF	\$6.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5-4	522-0c	Concrete sidewalks, 8' Wide, Grinding, < 1" Trip Hazard	72	SF	\$6.00	\$432.00	\$11.00	\$792.00	\$22.00	\$1,584.00
5-5	522-1a	Concrete sidewalks, 4' Wide x 4" thick, 3,000 psi	4	SY	\$120.00	\$528.00	\$85.00	\$374.00	\$77.00	\$338.80
5-6	522-1b	Concrete sidewalks, 5' Wide x 4" thick, 3,000 psi	258	SY	\$120.00	\$30,912.00	\$85.00	\$21,896.00	\$77.00	\$19,835.20
5-7	522-1c	Concrete sidewalks, 6' Wide x 4" thick, 3,000 psi	0	SY	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5-8	522-1d	Concrete sidewalks, 8' Wide x 4" thick, 3,000 psi	80	SY	\$120.00	\$9,612.00	\$85.00	\$6,808.50	\$77.00	\$6,167.70
<b>Sub Total</b>						\$42,468.00	--	\$31,674.50	--	\$31,533.70

**SECTION 6 - SUMMARY**

**Red text was used to show the actual bid amount as presented on the signed bid form.**

Base Bid Amounts =>	\$305,378.64	\$216,594.00 =>	\$216,517.50	\$211,432.00 =>	\$211,362.70
Contingency Amounts (5%) =>	\$15,268.93	\$10,829.70 =>	\$10,825.88	\$10,571.60 =>	\$10,568.14
Total Bid Prices =>	\$320,647.57	\$227,423.70 =>	\$227,343.38	\$222,003.60 =>	\$221,930.84
	0.0%		29.1% Lower	2.4%	30.8% Lower

**SECTION 7 - NOTES**

1. Pay items obtained from FDOT's Master Pay Item List (MPIL) online version located at <https://dqe.fdot.gov/#/payitems>.
2. The pay item for Mobilization includes any required permits.



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# **Harmony Community Development District**

**Theft of Playground Bubble**