

Harmony Community Development District

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

The following is the proposed agenda for the meeting of the Board of Supervisors for the Harmony Community Development District, scheduled to be held **Thursday, September 24, 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 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: 646-931-3860 & Passcode: 427040#

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 July 30, 2026, Board of Supervisors' Meeting
- 2. Consideration of the Meeting Minutes of the August 12, 2026, Board of Supervisors' Meeting
- 3. Consideration of **Resolution 2026-10, Election of Officers**
- 4. Consideration of **Resolution 2026-11, Amending the Annual Meeting Schedule for Fiscal Year 2027**

Business Matters

- 5. Discussion Items:
 - 1. EV Charging Station Removal/Relocation
 - 2. Christmas Lights
 - 3. Pond Maintenance Contract
 - 4. Irrigation Tracking
 - 5. Dog Injury at Dog Park
 - 6. Food Truck at Town Square
 - 7. Family & Friends Christian Music and Community Festival
 - 8. Su Mesa Café 5th Anniversary Event
 - 9. Parking Ordinance
- 6. Public Hearing on the Adoption of the District's Rules of Procedure
 - 1. Public Comments and Testimony
 - 2. Board Comments
 - 3. Consideration of **Resolution 2026-12, Adopting Rules of Procedure**

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.



7. Consideration of **Resolution 2026-13, Designating Public Comment Policy**
8. Authorization of RFQ for District Engineering, Design, and Design Criteria Professional Services under the CCNA.
9. Ratification of Payment Authorizations 041 – 048
10. Review of District Financial Position and Budget to Actual

United Landscape Services Management

11. Ratification of Proposals from ULS:
 - a. Work Authorization #246266 4" Main Line Repair for \$1,358.65
 - b. Work Authorization #247760 2" Valve Replacement for \$3,082.38
 - c. Work Authorization #250136 Clock Replacement #13 and #15 for \$2,297.25
 - d. Work Authorization #250219 4" Main Line Leak (Clock #4) for \$1,354.28
 - e. Work Authorization #250254 2" Valve Track Clock 7 Zone 15 for \$959.02
12. Consideration of Proposals from ULS:
 - a. Work Authorization #250984 Tree Removal Behind 7136 Oak Glen Trail for \$1,200
13. Discussion Regarding Landscape Items

Berman Field Management

14. Consideration of Annual Contract Fee Increase Letter from Berman
15. Consideration of Additional Sidewalk Proposals from Baseline
 - a. Rip and Replace Sidewalk Lead Way on Primrose Willow Drive - \$3,960
 - b. Rip and Replace ADA Ramp at Schoolhouse Rd - \$1,575
 - c. Rip and Replace Sidewalk Around Tree at Park Area - \$2,812.50
 - d. Rip and Replace Sidewalk at Picnic Shelter - \$5,062.50
 - e. Rip and Replace Sidewalk in Front of Restrooms - \$3,240
16. Discussion Regarding Bass Boat Damage

Other Business

Staff Reports

District Counsel

District Manager

Supervisor Requests

Adjournment



Harmony Community Development District

**Meeting Minutes of the July 30, 2026,
Board of Supervisors' Meeting**

MINUTES OF MEETING

HARMONY COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS' MEETING

Thursday, July 30, 2026, at 6:00 p.m.

**Suenos Tenampa Private Room at 7251 Five Oaks Drive,
Harmony, FL 34773**

Board Members Present:

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

Also Present:

Lynne Mullins	PFM	
Verona Griffith	PFM	(via phone)
Blake Firth	PFM	
Michael Eckert	Kutak Rock	(via phone)
Kubra Metin	Kutak Rock	(via phone)
Jonathan Soto	Berman	
Matt Davenport	Berman	
Grant Philbeck	Berman	
David Hamstra	Pegasus	
Nick Lomasney	ULS	
Various Residents in person and via Zoom		

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

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

Public Comment Period

Mr. Leet reviewed the public comment period process and called for public comments.

A resident noted her concerns with the proposed increase in assessments. She requested to re-visit the signage proposal on Five Oaks Drive with the county in regard to side-street parking. Her claim is the Sherriff's department cannot enforce the parking rules if the signs are not posted. She noted her concerns with speeding along Five Oaks.

A resident commented on the Districts proposed Fiscal Year 2027 Budget, some owners are paying different assessment fees and would like a copy of the Methodology for explanation.

A resident requested the O&M Assessments be re-evaluated so that it is based on an ERU factor as everyone in the District has access to the same amenities.

A resident noted her concerns with the proposed assessment increase. She expressed concerns about the upkeep and maintenance of the main pool and noted that the water quality, cleanliness, sides of the pool and furniture all are not up to standard in her opinion.

A resident reaffirmed other concerns regarding the assessment increase and methodology, noting she believes they are unfair. She also noted her concerns with the parking and sign issues.

A resident noted her concerns with senior residents paying higher in their annual assessments.

A resident commented on her concerns with certain neighbors' having a higher proposed assessment amount. She requested the CDD take better care of the ponds and sprinkler system. She noted her concerns with the financial expense of the Christmas light proposal.

A resident commented on his concerns with the proposed increase in assessments.

A resident requested a timer on the splash pad so that the water is not running all day. He requested someone watch over the maintenance being performed to ensure it's being done.

A resident on the phone noted his concerns with the proposed increase in assessments.

A resident on the phone expressed her concerns with the expense of Holiday lighting and suggested the money be spent on the soccer field instead.

A resident on the phone noted his concerns with the proposed increase in assessments.

Consideration of Nominations for Vacant Seat 2

Ms. Mullins noted three resumes have been received: Kevin Shea, John Light and Marcella Bartlett.

On MOTION by Mr. Chokanis, seconded by Mr. Leet, with all in favor, the Board of Supervisors for the Harmony Community Development District nominated Marcella Bartlett to Board Seat 2.

Ms. Mullins Swore Ms. Marcella Bartlett in.

Consideration of the Meeting Minutes of the May 28, 2026, Board of Supervisors' Meeting

The Board reviewed the minutes.

On MOTION by Mr. Leet, seconded by Ms. Williams, with all in favor, the Board of Supervisors for the Harmony Community Development District approved the Minutes of the May 28, 2026, Board of Supervisors' Meeting.

**Consideration of the Meeting Minutes
of the June 11, 2026, Continued 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 June 11, 2026, Board of Supervisors' Meeting.

**Consideration of Resolution 2026-06,
Adopting an Annual Meeting Schedule
for Fiscal Year 2027**

Ms. Mullins noted the meeting schedule as follows: October 15, 2026, November 19, 2026, December 17, 2026, January 21, 2027, February 18, 2027, March 25, 2027, April 15, 2027, May 20, 2027, June 17, 2027, August 19, 2027, and September 16, 2027, at 6:00 p.m. at this location. A Budget Workshop Meeting will be held on March 25, 2027, and April 15, 2027, at 4:30 p.m. at this location.

On MOTION by Ms. Williams seconded by Mr. Leet, with all in favor, the Board of Supervisors for the Harmony Community Development District approved Resolution 2026-06, Adopting an Annual Meeting Schedule for Fiscal Year 2027.

SECOND ORDER OF BUSINESS

Business Matters

Discussion Items:

- 1. Christmas Lights**
- 2. Reflective Sign on Cat Brier Trail
Crosswalk**
- 3. 20ft Pontoon Boat Issues**

- 4. Recurring Group Fitness Instruction Class Request – Lakeshore Park Soccer Field**
- 5. Cease and Desist Letter to the Golf Course Regarding Ponds**
- 6. Parking Violations on Five Oaks**
- 7. Baseline Construction Sidewalk Repair Change Order**

Ms. Coronel discussed the proposals for Christmas Lights.

Mr. Chokanis suggested just decorating the entrances only.

The Board agreed to table the discussion of Christmas Lights for future consideration due to budgetary concerns.

Ms. Mullins noted the Reflective Sign on Cat Brier Trail Crosswalk item was introduced after concerns from various residents were noted by District Staff.

Mr. Philbeck from Berman reviewed the proposals gathered for the Reflective Sign Installation on Cat Brier Trail Crosswalk. The Board agreed on the proposal in the amount \$328.95.

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 Reflective Sign on Cat Brier Trail Crosswalk Proposal in the amount of \$328.95.

Mr. Soto discussed the approved quote for a replacement Boat from the last meeting, and how the price increased in a large amount after approval.

The Board discussed the previous proposals.

The Board agreed to approve a not-to-exceed amount of \$36,200.00 to cover the costs of a replacement Boat, and for Berman to engage in negotiations for the possible Sheriff's discount.

On MOTION by Mr. Chokanis, seconded by Ms. Coronel, with Ms. Coronel opposed, the Board of Supervisors for the Harmony Community Development District approved a not-to-exceed amount of \$36,200.00 for the CDD to purchase a replacement Boat and engage in negotiations.

Mr. Firth noted a request from a resident to host a paid recurring group fitness instruction class on CDD property every Saturday morning. He noted the resident confirmed her attendance prior to the meeting in order to answer any questions the Board may have.

The resident addressed the Board regarding the fitness class and answered questions regarding the specific location.

Ms. Coronel noted her concerns regarding the specifics of the timeline for approval for this class.

On MOTION by Ms. Leet seconded by Mr. Chokanis, with Ms. Coronel opposed, the Board of Supervisors for the Harmony Community Development District approved Recurring Group Fitness Instruction Class Request at Lakeshore Park Soccer Field.

Ms. Mullins noted that a resident expressed concerns regarding the Golf Course staff allegedly trimming vegetation on the ponds that do not belong to them. There was a resident request for a Cease-and-Desist Letter to be sent to the Golf Course Regarding vegetation being removed at the ponds. Ms. Mullins asked the Board if they would like Counsel to draft a Cease-and-Desist.

The Board discussed the options.

Mr. Hamstra gave a brief overview of the pond maintenance responsibilities and stated he would bring in an exhibit for a clearer distinction.

The Board agreed to table the discussion of a Cease-and-Desist Letter to the Golf Course.

Mr. Firth gave an overview of the concerns from residents regarding the Parking Violations on Five Oaks and possible options.

The Board agreed to table the discussion of Parking Violations on Five Oaks.

Mr. Philbeck gave an update on the Sidewalk Repair, and noted Baseline has identified multiple areas where a change order from the original agreement may be required. A full report is to come later.

No further action required.

Consideration of Easement to Tohopekaliga Water Authority

Mr. Eckert gave an overview of the contract negotiations regarding the easement. He recommended an abandonment clause be added to the contract.

The Board briefly discussed the options.

On MOTION by Mr. Chokanis, seconded by Mr. Leet, with Ms. Coronel opposed, the Board of Supervisors for the Harmony Community Development District approved the Consideration of Easement to Tohopekaliga Water Authority with the abandonment clause language included.

**Consideration of Resolution 2026-07,
Adopting Goals, Objectives and
Performance Measures and Standards
for Fiscal Year 2027**

Ms. Mullins noted that these are the same overall goals adopted from last year, just updating the dates for the following year.

On MOTION by Mr. Leet, seconded by Ms. Williams, with all in favor, the Board of Supervisors for the Harmony Community Development District approved Resolution 2026-07, Adopting Goals, Objectives and Performance Measures and Standards for Fiscal Year 2027.

**Review and Acceptance of Arbitrage
Rebate Report for the Series 2014
Bonds from LLS Tax Solutions, Inc.**

Ms. Mullins noted there was no cumulative arbitrage rebate liability incurred for the series 2014 Bonds, so there is no need to file with the IRS.

On MOTION by Ms. Williams, seconded by Mr. Leet, with all in favor, the Board of Supervisors for the Harmony Community Development District approved Review and Acceptance of Arbitrage Rebate Report for the Series 2014 Bonds from LLS Tax Solutions, Inc.

**Review and Acceptance of Arbitrage
Rebate Report for the Series 2015
Bonds from LLS Tax Solutions, Inc.**

Ms. Mullins noted there was no cumulative rebate liability incurred for the Series 2015 Bonds, so there is no need to file with the IRS.

On MOTION by Ms. Williams, seconded by Mr. Leet, with all in favor, the Board of Supervisors for the Harmony Community Development District approved Review and Acceptance of Arbitrage Rebate Report for the Series 2015 Bonds from LLS Tax Solutions, Inc.

**Ratification of Master Services and
Supplies Agreement with Spies**

The Board reviewed the Master Services and Supplies Agreement with Spies.

Ms. Mullins confirmed there was no cost associated with this agreement and is just a cleanup item.

On MOTION by Ms. Williams, seconded by Ms. Leet, with all in favor, the Board of Supervisors for the Harmony Community Development District ratified Master Services and Supplies Agreement with Spies.

**Ratification of Payment Authorization
Nos. 034 – 040.**

Ms. Mullins noted these items have already been approved and are solely for ratification.

On MOTION by Mr. Leet, seconded by Mr. Chokanis, with all in favor, the Board of Supervisors for the Harmony Community Development District ratified Payment Authorizations Nos. 034 – 040.

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

Ms. Mullins noted that as of the end of June, the District has spent 80% of their Budget.

No further action is required.

THIRD ORDER OF BUSINESS

**United Landscape Services
Management**

Ratification of Proposals from ULS:

- 1. Work Authorization #239356
Repaired 3" Mainline Break for
\$1,162.69**
- 2. Work Authorization #239361
Repaired 3" Mainline Break for
\$1,001.53**
- 3. Work Authorization #239367
4" Mainline Repair for
\$1,466.36**

Ms. Mullins noted these Work Authorizations are for items that have already been repaired.

Mr. Leet asked for clarification regarding Toho's policy for reimbursement for the higher than usual water bills.

Mr. Firth confirmed that Toho's policy is that the higher bill must be more than double the previous bill to qualify for reimbursement, so it is difficult to reach that threshold.

Mr. Lomasney gave an overview of the process ULS undertakes when there is a mainline break identified.

On MOTION by Ms. Williams, seconded by Mr. Leet, with all in favor, the Board of Supervisors for the Harmony Community Development District ratified Work Authorization #239356 for Repaired 3" Mainline Break for \$1,162.69, Work Authorization #239361 for Repaired 3" Mainline Break for \$1,001.53, Work Authorization #239367 4" Mainline Repair for \$1,466.36.

Consideration of Proposals from ULS:

- 1. Work Authorization #242630
Estate of Harmony Entrance for
\$15,636.46**
- 2. Work Authorization #242635
Flower Rotation (August) for
\$3,500**
- 3. Work Authorization #242636
3360 Cat Brier Oak Tree (2)
Installation for \$1,547.47**

Mr. Lomasney gave an overview of the proposals.

There was Board discussion regarding possible savings. It was noted that Mr. Lomasney can remove the sod installation items for Work Authorization #242630, which would bring the price down considerably.

On MOTION by Mr. Leet, seconded by Ms. Williams, with Ms. Coronel and Ms. Bartlett opposed, the Board of Supervisors for the Harmony Community Development District approved Work Authorization #242630 for Estate of Harmony Entrance without the sod items, Work Authorization #242635 for Flower Rotation (August) \$3,500, Work Authorization #242636 for Cat Brier Oak Tree (2) Installation for \$1,547.47.

Discussion Regarding Landscape Items

Mr. Lomasney gave updates regarding landscaping maintenance and noted he is expected to be out of town for the next week. He confirmed there will be an on-site manager who is reachable in his absence.

FOURTH ORDER OF BUSINESS

Field Management - Berman

Consideration of Bench Proposals

- 1. Willy Goat Equipment**
- 2. Swartz**
- 3. Global Industries**

Mr. Soto gave an overview of the bench proposals.

On MOTION by Ms. Coronel, seconded by Mr. Chokanis, with all in favor, the Board of Supervisors for the Harmony Community Development District approved the Bench Proposal from Willy Goat Equipment.

Consideration of Proposals for Ashley Park Pool Main Drain

- 1. Spies**
- 2. Alamar Enterprises**

Consideration of Proposal for Swim Club Pool Main Drain

- 1. Spies**
- 2. Alamar Enterprises**

Consideration of Proposals for Swim Club Wading Pool Main Drain

- 1. Spies**
- 2. Alamar Enterprises**

Mr. Soto gave an overview of the proposals.

On MOTION by Mr. Leet, seconded by Ms. Williams, with all in favor, the Board of Supervisors for the Harmony Community Development District approved the Proposal with Alamar Enterprises at the Ashley Park Pool Main Drain, Swim Club Pool Main Drain and Swim Club Wading Pool Main Drain.

Consideration of Rescue Boat Motor Proposal

- 1. PartsVu**
- 2. Online Outboard**
- 3. Yamaha**

Mr. Philbeck noted that the Yamaha boat motor replacement parts will take 2 months or more due to a back order. He proposed alternatives to speed up the timeframe.

The Board briefly discussed the options.

Ms. Mullins noted she will get in contact with the insurance provider regarding the boat damage as well.

On MOTION by Mr. Chokanis, seconded by Ms. Williams, with Ms. Coronel and Ms. Bartlett opposed, the Board of Supervisors for the Harmony Community Development District approved the proposal from PartsVu for \$5,279.99 and the proposal from Yamaha for the replacement part for \$535.05.

FIFTH ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel –

Mr. Eckert gave a brief overview of the Sunshine Law and the Public Records Law.

Mr. Eckert gave an overview of the current status of relevant items moving through the Florida Legislature.

Mr. Eckert noted that the District accepted a letter of credit in place of a performance bond for the Sidewalk Contract with Baseline.

Mr. Eckert noted that he was contacted by a Developer developing 27 townhome units will be making a request to support the District taking ownership of the alley ways for that area.

District Engineer –

Mr. Hamstra gave a brief overview regarding the parking situation on Five Oaks Drive. A site development permit modification for parking and striping.

On MOTION by Mr. Leet, seconded by Mr. Chokanis, with Ms. Coronel opposed, the Board of Supervisors for the Harmony Community Development District approved the Site Development Permit Modification.

Mr. Hamstra reached out to the transportation department for a traffic study to be completed.

The Board briefly discussed the options.

On MOTION by Mr. Leet, seconded by Ms. Williams, with Ms. Coronel opposed, the Board of Supervisors for the Harmony Community Development District approved proceeding with a traffic study conducted by the County.

There was elevated discussion amongst the room.

Mr. Hamstra tendered his resignation.

Ms. Mullins closed the District Engineer staff report section.

District Manager –

Ms. Mullins stated the next meeting is the Budget meeting and will not have a virtual option to attend but will still be accessible in-person.

Supervisor Requests and Audience Comments

Mr. Chokanis noted a resident reported round-up being used near conservation areas.

Mr. Chokanis noted a resident reported there was an incident with pool timing and to make sure the set pool opening and closure times are being followed.

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

Adjournment

On MOTION by Mr. Leet, seconded by Ms. Williams, with all in favor, the Board of Supervisors for the Harmony Community Development District adjourned the July 30, 2026, Board of Supervisors Meeting.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson



Harmony Community Development District

**Meeting Minutes of the August 12, 2026,
Board of Supervisors' Meeting**

MINUTES OF MEETING

HARMONY COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS' MEETING

**Wednesday, August 12, 2026, at 6:00 p.m.
LaBellaRose Ballroom at 7251 Five Oaks Dr.,
Harmony, FL 34773**

Board Members Present:

Daniel Leet	Chairman
Lucas Chokanis	Vice Chairman
Brittney Coronel	Assistant Secretary
Julie Nichols Williams	Assistant Secretary
Marcela Bartlett	Assistant Secretary

Also Present:

Lynne Mullins	PFM	
Verona Griffith	PFM	(via phone)
Blake Firth	PFM	
Michael Eckert	Kutak Rock	
Kubra Metin	Kutak Rock	(via phone)
Samantha Sharenow	Berman	
Matt Davenport	Berman	
Grant Philbeck	Berman	
Various Residents in person and via Zoom		

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

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

Public Comment Period

A resident commented on the engineering and legal costs listed on the proposed budget. She expressed concern that the Board is not using the time of the professionals effectively. She also commented on the process that residents are working together on regarding the issues with the parking on Five Oaks and the requests for signs for parking to be installed.

A resident expressed concerns with the water in the main pool being too high causing the filter to not work properly.

SECOND ORDER OF BUSINESS

Business Matters

Authorization of RFQ for District Engineering, Design, and Design Criteria Professional Services under the CCNA

Mr. Eckert gave an overview of the CCNA process of selecting a new District engineer. He made note that any District engineering project that exceeds \$35,000.00 is required to go out for bid.

Ms. Coronel asked for further clarification on the evaluation criteria points for evaluation.

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 RFQ for District Engineering, Design, and Design Criteria Professional Services Under the CCNA.

Discussion Regarding the Letter Received for Harmony Tract G-A

Mr. Eckert made the Board aware that a letter received was from a Developer's Attorney, noting that there are plans to develop more townhomes. They are seeking assurance from the Board that the stormwater facilities and the alleyways will be maintained by the District.

No action was required.

Public Hearing on the Adoption of the District's Annual Budget

- 1. Public Comments and Testimony**
- 2. Board Comments**
- 3. Consideration of Resolution 2026-08, Adopting the Fiscal Year 2027 Budget and Appropriating Funds**

Ms. Mullins noted that the public hearing was noticed pursuant to Florida Statutes.

On MOTION by Ms. Williams, seconded by Mr. Leet, with all in favor, the Board of Supervisors for the Harmony Community Development District opened the Public Hearing.

Mr. Leet discussed the Flock contract and noted the contract is coming up for renewal.

Ms. Coronel noted that residents have expressed concerns regarding the Flock cameras and suggested engaging the community in the discussion over the next budget year.

Ms. Bartlett expressed concerns with the commitment of the Board regarding the larger ticket items but did express her comfortability with the current budget.

Mr. Chokanis gave an overview of the recent history of the District's budget and reserve amounts.

Ms. Coronel noted that the Board should focus on the bigger line-items in the Fiscal Year 2027 budget. She is recommending cuts to the engineering and legal line-items to ensure the resources are being used responsibly. She suggested lowering the line-item for landscaping as well. She expressed concerns with the over maintenance of invasive weeds and needing to re-negotiate the contract.

Ms. Williams did not have a comment.

Ms. Mullins gave the floor to the public.

A resident handed out a petition packet of residents who have similar concerns with how the assessments were potentially going to be allocated throughout the District.

A resident expressed concerns with the potential increase in assessments not being consistent across the various communities within the District.

A resident expressed concerns with the mailed notice that went out to residents regarding the potential assessment increase. She alleged that the number of homes in each community was incorrect. She expressed concerns with raising line-items within the budget. She suggested all homeowners should get the same increase

A resident noted that her neighbor asked her to attend the meeting and suggested not keeping the same standard on the potential new townhomes and alley tracts. She requested a new look at the methodology.

A resident noted that for 25 years the methodology has stayed the same until now and changing it drastically could upset half of the community.

On MOTION by Ms. Williams, seconded by Mr. Chokanis, with all in favor, the Board of Supervisors for the Harmony Community Development District closed the public hearing.

Ms. Coronel noted her belief that the Board has not taken a good look at assessments and suggested holding off on the increase.

Ms. Bartlett offered her view of the potential increase, requesting to cut some of the line-items in cost.

Ms. Williams made a motion to approve Resolution 2026-08, Adopting the Fiscal Year 2027 Budget and Appropriating Funds, but there was no second.

Mr. Leet requested Ms. Griffith give an explanation regarding the line-items have been increased.

Ms. Griffith gave an overview of the potential increase in the various line-items within the budget, specifically the streetlights line-item, and where potential cuts could be made.

Ms. Mullins suggested engineering and legal costs would be a good place to start cutting the budget but advised against reducing the landscaping item.

The Board had an in-depth discussion of areas within the budget that could be reduced with a focus on engineering, legal and landscaping costs.

Mr. Eckert called for a 5-minute recess.

The Board agreed to reduce the budget for engineering and legal to \$50,000.00 for both items.

The Board discussed reducing the costs of services related to ponds and wetlands. Ms. Mullins noted that the District is currently under contract for the maintenance of ponds and wetlands.

On MOTION by Mr. Chokanis, seconded by Ms. Williams, with Ms. Bartlett and Ms. Coronel opposed, the Board of Supervisors for the Harmony Community Development District approved Resolution 2026-08, Adopting the Fiscal Year 2027 Budget and Appropriating Funds.

Public Hearing on the Imposition of Special Assessments

- 1. Public Comments and
Testimony**
- 2. Board Comments**
- 3. Consideration of Resolution
2026-09, Adopting an
Assessment Roll for the Fiscal
Year 2027 and Certifying Special
Assessments for Collection**

On MOTION by Ms. Bartlett, seconded by Mr. Leet, with all in favor, the Board of Supervisors for the Harmony Community Development District opened the Public Hearing.

Ms. Mullins noted that this is to impose special assessments to fund the budget that was just adopted.

The Board discussed potential re-evaluations of different methodologies.

A resident noted that she is firmly against the budget increase. She expressed concerns about the length of time she waited for streetlight repairs.

A resident requested the Board re-examine everything before they are asked to pay an increased assessment.

A resident expressed her concerns with management and alleges the total number of homes in the communities is listed incorrectly.

A resident expressed her belief that the number of homes in the communities listed is incorrect.

A resident asked the Board to take another look at the budget and requested no increase.

On MOTION by Ms. Leet, seconded by Mr. Chokanis, with all in favor, the Board of Supervisors for the Harmony Community Development District closed the Public Hearing.

On MOTION by Ms. Leet seconded by Mr. Chokanis, with Ms. Barlett and Ms. Coronel opposed, the Board of Supervisors for the Harmony Community Development District approved Resolution 2026-09, Adopting an Assessment Roll for Fiscal Year 2027 and Certifying Special Assessments for Collection.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – No report.

District Manager – Ms. Mullins noted that Johnathan Soto, General Manager, is no longer with Berman. Until he is replaced, Mr. Philbeck will fill in.

Supervisor Requests and Audience Comments

Mr. Leet noted that he has not sent the traffic study application to the county just yet but is working on finalizing.

Adjournment

On MOTION by Ms. Bartlett, seconded by Mr. Leet, with all in favor, the Board of Supervisors for the Harmony Community Development District adjourned the August 12, 2026, Board of Supervisors Meeting.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson



Harmony Community Development District

**Resolution 2026-10,
Election of Officers**

RESOLUTION 2026-10

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
HARMONY COMMUNITY DEVELOPMENT DISTRICT ELECTING THE
OFFICERS OF THE DISTRICT AND PROVIDING FOR 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 within Osceola County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to appoint the below-recited persons to the offices specified.

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

1. _____ is appointed Chairperson.
2. _____ is appointed Vice Chairperson.
3. _____ is appointed Secretary.
4. _____ is appointed Assistant Secretary.
5. _____ is appointed Assistant Secretary.
6. _____ is appointed Assistant Secretary.
7. _____ is appointed Assistant Secretary.
8. _____ is appointed Treasurer.
9. _____ is appointed Assistant Treasurer.
10. _____ is appointed Assistant Treasurer.
11. _____ is appointed Assistant Treasurer.
12. _____ is appointed Assistant Treasurer.
13. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 24th day of September, 2026.

ATTEST:

**HARMONY COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors



Harmony Community Development District

**Resolution 2026-11,
Amending the Annual Meeting Schedule
for Fiscal Year 2027**

RESOLUTION 2026-11

**A RESOLUTION OF HARMONY COMMUNITY DEVELOPMENT DISTRICT
AMENDING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR
2026/2027; 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 2026-06, setting forth the annual schedule of its regular public meetings, which designates the dates of the District's Fiscal Year 2026/2027 meetings ("FY 2027 Schedule"); and

WHEREAS, the Board desires to amend the FY 2027 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 2027 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 2027 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 24th day of SEPTEMBER 2026.

ATTEST:

**HARMONY COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

EXHIBIT A

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

FISCAL YEAR 2026-2027

October 15, 2026
November 19, 2026
December 17, 2026
January 21, 2027
February 18, 2027
March 25, 2027
April 15, 2027
May 20, 2027
June 17, 2027
July 15, 2027
August 19, 2027
September 16, 2027

FISCAL YEAR 2026-2027 BUDGET WORKSHOPS

March 25, 2027 at 4:30 p.m.
April 15, 2027 at 4:30 p.m.

All meetings will convene at 6:00 p.m. at the
LaBellaRose Ballroom
7251 Five Oaks Drive, Harmony, FL 34773



Harmony Community Development District

Discussion Items



Harmony Community Development District

EV Charging Station Removal/Relocation



RE: Harmony Community Development District | Electric Vehicle Charging Station Removal

From Reyes, Eva <EReyes@ouc.com>

Date Fri 8/21/2026 8:39 AM

To David Hamstra <david@pegasusengineering.net>

Cc Lynne Mullins <mullinsl@pfm.com>; Priscilla Villanueva <priscilla@pegasusengineering.net>; Smith, Nick <NSmith2@ouc.com>

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

Good morning David

Thank you all for your patience while we reviewed the usage on the OUC owned EV equipment. The EV stations have experienced limited utilization, and we are ok with the removal. Most EV users within residential communities typically charge their vehicles at home.

However, if the Harmony Comm. Dev. District (HCDD) would prefer to keep the charging stations in the community, OUC can support that option. The HCDD would be responsible for the costs associated with the relocation.

If the HCDD still chooses to proceed with the relocation, OUC will continue to provide the necessary maintenance to keep the equipment in good operating conditions, consistent with the support we have provided for approximately 15 years or so.

Let me know if you have any questions or if you would like us to communicate directly with the community association regarding these options.

Thank you

Eva M. Reyes, P.E.

Manager Lighting & Electrification

Orlando Utilities Commission

Electric Engineering

407-434-4140



From: David Hamstra <david@pegasusengineering.net >

Sent: Sunday, April 26, 2026 5:34 PM

To: Reyes, Eva <EReyes@ouc.com >

Cc: Lynne Mullins <mullinsl@pfm.com >; Priscilla Villanueva <priscilla@pegasusengineering.net >

Subject: Harmony Community Development District | Electric Vehicle Charging Station Removal

Importance: High



Harmony Community Development District

Christmas Lights

Blake Firth

From: Laura Vanyur <laura@myhoasolution.com>
Sent: Tuesday, August 25, 2026 11:57 AM
To: Lynne Mullins; Kevin Shea
Cc: Blake Firth
Subject: RE: Harmony Christmas Lights

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Thank you I will inform the Board.

Sincerely,

Laura Vanyur, L.C.A.M
On Behalf of Harmony Residential Owners Association

Laura Vanyur | L.C.A.M



(407) 847-2280



Laura@myhoasolution.com



811 Mabbette St, Kissimmee, FL 34741



www.myhoasolution.com



From: Lynne Mullins <mullinsl@pfm.com>
Sent: Tuesday, August 25, 2026 11:53 AM
To: Laura Vanyur <laura@myhoasolution.com>; Kevin Shea <kevinsheamail@gmail.com>
Cc: Blake Firth <firthb@pfm.com>
Subject: RE: Harmony Christmas Lights

Laura,

At this time, the CDD has not agreed to any contribution. I will read it to the agenda in September, where the Board can review, discuss and advise on a contribution amount.

Lynne Mullins
District Manager

PFM Management Services LLC

From: Laura Vanyur <laura@myhoasolution.com>
Sent: Tuesday, August 25, 2026 11:49 AM
To: Lynne Mullins <mullinsl@pfm.com>; Kevin Shea <kevinsheamail@gmail.com>
Subject: Harmony Christmas Lights

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Hello Lynn,

I am writing to check on the status of the holiday lighting plan and the CDD's financial contribution for this season. The HROA is currently waiting on confirmation before we can move forward.

To help us coordinate, could you please clarify a few points:

- **CDD Contribution:** What is the current plan for the CDD's contribution? (My understanding was that \$9,000 had been allocated in the budget for this holiday season.)
- **Approval Timeline:** Since the next CDD meeting is not until September 24th, does this mean the budget won't be formally finalized until then?
- **Board Approval:** Am I correct in understanding that the CDD Board still needs to vote to officially approve these funds?

Our lighting vendor, Humbug, is ready to place us on their installation schedule, but they require a signed contract to do so. The HROA cannot sign the contract until we have written confirmation of the CDD's contribution amount.

I have attached the proposal for your reference. Please let me know what information you can share and if you need anything further from us.

Sincerely,

Laura Vanyur, L.C.A.M
On Behalf of Harmony Residential Owners Association

Laura Vanyur | L.C.A.M



(407) 847-2280



Laura@myhoasolution.com



811 Mabbette St, Kissimmee, FL 34741



www.myhoasolution.com





Harmony Community Development District

Irrigation Tracking

HARMONY CDD UTILITY TRACKER

Utility Company	Account #	Meter #	Service Address	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Total			
OUC	9899239921	5CR94075/ SCM11458	6917 BEAR GRASS RD	\$ 24.91	\$ 25.05	\$ 24.79	\$ 24.91	\$ 24.91	\$ 24.91	\$ 24.91	\$ 24.91	\$ 24.91	\$ 24.91	\$ 24.91	\$	274.03			
OUC	9899239921	5CR94331/ SCM11507	3300 BLOCK EVEN SCHOOL HOUSE RD	\$ 24.91	\$ 25.05	\$ 24.79	\$ 25.05	\$ 24.91	\$ 24.79	\$ 24.91	\$ 24.91	\$ 24.91	\$ 24.91	\$ 24.91	\$ 25.05	\$ 274.19			
OUC	9899239921	5CM10666	6900 BLOCK ODD FIVE OAKS DR	\$ 24.27	\$ 24.27	\$ 24.40	\$ 24.27	\$ 24.40	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.40	\$ 24.27	\$ 24.40	\$	267.49			
OUC	9899239921	5CR94088/ SCM11509	3200 BLOCK ODD SCHOOL HOUSE RD	\$ 24.91	\$ 25.05	\$ 24.91	\$ 24.91	\$ 25.05	\$ 24.91	\$ 24.91	\$ 25.05	\$ 25.05	\$ 24.91	\$ 25.05	\$	274.71			
OUC	9899239921	5CR96198/ SCM11270	3319 BRACKEN FERN DR	\$ 25.30	\$ 25.56	\$ 25.56	\$ 25.81	\$ 25.81	\$ 25.56	\$ 25.69	\$ 25.69	\$ 25.81	\$ 25.69	\$ 25.69	\$	282.17			
OUC	9899239921	5CR94288/ SCM11269	3338 BRACKEN FERN DR	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.40	\$ 24.27	\$ 24.27	\$ 24.27	\$	267.10			
OUC	9899239921	5CR95104/ SCM11268	7014 BUTTON BUSH LP	\$ 25.30	\$ 25.56	\$ 25.30	\$ 25.56	\$ 25.44	\$ 25.44	\$ 25.30	\$ 25.44	\$ 25.44	\$ 24.79	\$ 24.40	\$	277.97			
OUC	9899239921	5CR94329/ SCM11460	7034 BUTTON BUSH LP	\$ 24.66	\$ 24.66	\$ 24.66	\$ 24.66	\$ 24.66	\$ 24.52	\$ 24.66	\$ 24.66	\$ 24.66	\$ 24.66	\$ 24.66	\$	271.12			
OUC	9899239921	5CR98446/ SCM11267	3340 CAT BRIER TRL PETPK	\$ 24.91	\$ 25.05	\$ 24.91	\$ 25.05	\$ 24.91	\$ 25.05	\$ 25.05	\$ 25.05	\$ 25.05	\$ 25.05	\$ 25.05	\$	275.13			
OUC	9899239921	6CD24560	34001 FEATHERGRASS CT	\$ 25.30	\$ 25.44	\$ 25.30	\$ 25.30	\$ 25.30	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.27	\$	272.26			
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	\$ 1,421.38	\$ 1,481.55	\$ 754.27	\$ 710.16	\$	15,856.12			
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	\$ 190.04	\$ 201.64	\$ 190.92	\$ 197.84	\$	1,390.22			
OUC	9899239921	5ZR21669	7600 FIVE OAKS DR IRG	\$ 33.06	\$ 34.35	\$ 32.67	\$ 33.70	\$ 33.96	\$ 32.67	\$ 33.31	\$ 33.45	\$ 33.84	\$ 33.45	\$ 33.84	\$	368.30			
OUC	9899239921	6CD46493	75501 Five Oaks Dr	\$ 24.27	\$ 24.40	\$ 24.27	\$ 24.40	\$ 24.27	\$ 24.40	\$ 24.27	\$ 24.40	\$ 24.27	\$ 24.40	\$ 24.40	\$	267.75			
OUC	9899239921	5CR88761/ SCM11415	7124 HARMONY SQ DRIVE S POOL	\$ 470.99	\$ 510.28	\$ 419.29	\$ 140.21	\$ 570.64	\$ 249.57	\$ 463.22	\$ 498.78	\$ 545.84	\$ 524.38	\$ 560.31	\$	4,953.51			
OUC	9899239921	5CD97805	6900 E IRLO BRONSON MEMORIAL HWY ODD	\$ 24.40	\$ 33.84	\$ 68.60	\$ 60.58	\$ 35.00	\$ 32.92	\$ 33.06	\$ 32.67	\$ 32.92	\$ 32.53	\$ 33.19	\$	419.71			
OUC	9899239921	5ZR12555	7000 E IRLO BRONSON MEM. HWY UPL	\$ 55.41	\$ 59.68	\$ 54.38	\$ 57.88	\$ 58.91	\$ 54.38	\$ 56.58	\$ 56.46	\$ 58.39	\$ 56.46	\$ 58.52	\$	627.05			
OUC	9899239921	5CM11116	7252 E. IRLO BRONSON MEM. HWY PK	\$ 24.91	\$ 25.05	\$ 24.79	\$ 24.91	\$ 25.05	\$ 24.79	\$ 24.91	\$ 24.91	\$ 24.91	\$ 24.91	\$ 24.91	\$	274.05			
OUC	9899239921	5CD97826	7255 E. IRLO BRONSON MEM. HWY ENTL	\$ 94.84	\$ 105.05	\$ 79.72	\$ 71.32	\$ 70.68	\$ 63.05	\$ 64.08	\$ 61.11	\$ 58.52	\$ 36.68	\$ 35.25	\$	740.30			
OUC	9899239921	5CM11118	7255 E. IRLO BRONSON MEM. HWY TCTR	\$ 26.07	\$ 27.24	\$ 26.59	\$ 31.90	\$ 27.63	\$ 25.81	\$ 26.33	\$ 25.94	\$ 26.07	\$ 26.07	\$ 26.59	\$	296.24			
OUC	9899239921	5CR95090	3300 POND PINE RD	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.40	\$ 24.27	\$ 24.27	\$ 24.27	\$	267.10			
OUC	9899239921	5CR98422/ SCM11508	3306 PRIMROSE WILLOW DR	\$ 24.40	\$ 24.27	\$ 24.40	\$ 24.40	\$ 24.40	\$ 24.27	\$ 24.40	\$ 24.27	\$ 24.40	\$ 24.27	\$ 24.40	\$	267.88			
OUC	9899239921	5CR97294/ SCM11459	3317 PRIMROSE WILLOW DR	\$ 25.56	\$ 26.07	\$ 26.20	\$ 26.59	\$ 26.59	\$ 26.33	\$ 26.33	\$ 26.46	\$ 26.59	\$ 26.20	\$ 25.69	\$	288.61			
OUC	9899239921	5CR94090/ SCM11456	3300 SCHOOL HOUSE RD E1	\$ 213.76	\$ 176.92	\$ 27.11	\$ 197.22	\$ 245.17	\$ 220.74	\$ 227.72	\$ 225.79	\$ 278.52	\$ 163.48	\$ 244.39	\$	2,220.82			
OUC	9899239921	5CR94089/ SCM11457	3300 SCHOOL HOUSE RD E2	\$ 30.60	\$ 30.99	\$ 29.83	\$ 30.99	\$ 31.90	\$ 90.83	\$ 30.21	\$ 30.73	\$ 30.99	\$ 30.99	\$ 31.76	\$	399.82			
OUC	9899239921	5CR94091/ SCM11455	3300 SCHOOL HOUSE RD E3	\$ 39.13	\$ 43.14	\$ 39.52	\$ 39.38	\$ 47.92	\$ 50.89	\$ 37.58	\$ 38.74	\$ 44.05	\$ 40.94	\$ 41.08	\$	462.37			
OUC	9899239921	MAINTENANCE	Neighborhood 01/O CRISPIN CIR	\$ 293.13	\$ 307.56	\$ 289.52	\$ 305.84	\$ 309.45	\$ 295.02	\$ 302.23	\$ 302.23	\$ 309.45	\$ 302.23	\$ 309.45	\$	3,326.11			
OUC	9899239921	MAINTENANCE	Neighborhood I/O CRISPIN CIR	\$ 491.87	\$ 516.79	\$ 485.64	\$ 513.83	\$ 520.07	\$ 495.14	\$ 507.60	\$ 507.60	\$ 520.07	\$ 507.60	\$ 520.07	\$	5,586.28			
OUC	9899239921	MAINTENANCE	Neighborhood I/O CRISPIN CIR	\$ 719.50	\$ 754.91	\$ 710.64	\$ 750.70	\$ 759.56	\$ 724.14	\$ 741.84	\$ 741.84	\$ 759.56	\$ 741.84	\$ 759.56	\$	8,164.09			
OUC	9899239921	MAINTENANCE	Neighborhood H2/O CRISPIN CIR	\$ 255.91	\$ 269.95	\$ 252.41	\$ 267.42	\$ 270.94	\$ 256.91	\$ 263.91	\$ 263.91	\$ 270.94	\$ 263.91	\$ 270.94	\$	2,907.15			
OUC	9899239921	MAINTENANCE	Harmony Track K/O OXBOW CT	\$ 500.48	\$ 514.87	\$ 496.88	\$ 519.77	\$ 523.37	\$ 508.97	\$ 516.18	\$ 516.18	\$ 523.37	\$ 516.18	\$ 523.37	\$	5,659.62			
OUC	9899239921	MAINTENANCE	North Lakes of Harmony/O FIVE OAKS DR	\$ 133.70	\$ 136.27	\$ 133.08	\$ 138.42	\$ 139.04	\$ 136.51	\$ 137.76	\$ 137.76	\$ 139.04	\$ 137.76	\$ 1,523.22	\$	2,892.56			
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	\$ 590.97	\$ 603.31	\$ 590.97	\$ 603.31	\$	6,496.87			
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	\$ 214.90	\$ 219.39	\$ 214.90	\$ 219.39	\$	2,362.50			
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	\$ 967.04	\$ 987.23	\$ 967.04	\$ 987.23	\$	10,631.23			
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	\$ 399.06	\$ 407.13	\$ 399.06	\$ 407.13	\$	4,385.00			
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	\$ 666.18	\$ 680.09	\$ 666.18	\$ 680.09	\$	7,323.70			
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	\$ 376.08	\$ 383.93	\$ 376.08	\$ 383.93	\$	4,134.41			
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	\$ 891.83	\$ 910.45	\$ 891.83	\$ 910.45	\$	9,804.37			
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	\$ 2,611.01	\$ 2,665.53	\$ 2,611.01	\$ 2,665.53	\$	28,704.36			
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	\$ 816.62	\$ 833.67	\$ 816.62	\$ 833.67	\$	8,977.52			
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	\$ 677.72	\$ 694.87	\$ 677.72	\$ 694.87	\$	7,462.00			
OUC	9899239921	MAINTENANCE	Neighborhood F/O SCHOOLHOUSE RD	\$ 261.93	\$ 272.06	\$ 259.40	\$ 272.50	\$ 275.02	\$ 264.90	\$ 269.96	\$ 269.96	\$ 275.02	\$ 269.96	\$ 275.02	\$	2,965.73			
	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	\$ 2,988.18	\$ 3,165.54	\$ 2,261.95	\$ 2,344.35	\$ -	\$ 31,836.02
	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	\$ 10,950.89	\$ 11,183.05	\$ 10,950.89	\$ 12,567.23	\$ -	\$ 121,783.50
				TOTAL OUC			\$ 13,697.38	\$ 14,179.95	\$ 12,237.59	\$ 14,331.61	\$ 15,176.15	\$ 13,715.77	\$ 13,868.99	\$ 13,939.07	\$ 14,348.59	\$ 13,212.84	\$ 14,911.58	\$ -	\$ 153,619.52
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	\$ 130.00	\$ 130.00	\$ 130.00	\$ 130.00	\$ 130.00	\$	1,426.02		
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	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$	1,440.00		
				TOTAL SPECTRUM			\$ 253.98	\$ 116.02	\$ 246.02	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$	2,866.02
Toho Water	001525420-000774910	14035860	0 BRACKEN FERN DRIVE PARK	\$ 82.14	\$ 129.68	\$ 93.97	\$ 118.26	\$ 47.43	\$ 76.07	\$ 112.55	\$ 93.97	\$ 101.13	\$ 93.97	\$ 112.55	\$	1,061.72			
Toho Water	001525420-000774920	15006579	0 BUTTON BUSH LOOP PARKB	\$ 6.47	\$ 13.36	\$ 16.94	\$ 16.94	\$ 13.36	\$ 13.30	\$ 16.94	\$ 13.36	\$ 16.94	\$ 13.36	\$ 16.94	\$	157.91			
Toho Water	001525420-000774940	51991853	7036 BUTTON BUSH LOOP PARKS	\$ 108.32	\$ 203.91	\$ 187.78	\$ 820.08	\$ 278.28	\$ 152.52	\$ 493.28	\$ 467.48	\$ 527.68	\$ 11.63	\$ 11.63	\$	4,952.69			
Toho Water	001525420-000774950	51858298	0 POND PINE ROAD PARK	\$ 0.30	\$ 72.79	\$ 93.87	\$ 93.97	\$ 43.85	\$ 11.63	\$ 76.07	\$ 93.97	\$ 76.07	\$ 86.81	\$ 86.81	\$	729.08			
Toho Water	001525420-000774960	14035850	0 ALLEY NEIGHBORHOOD PARKC	\$ 53.97	\$ 163.94	\$ 163.94	\$ 83.23	\$ 47.43	\$ 72.49	\$ 61.75	\$ 51.01	\$ 76.07	\$ 118.26	\$ 198.20	\$	1,090.29			
Toho Water	001525420-000774980	21046920	0 PRIMROSE WILLOW DRIVE PARK	\$ 87.77	\$ 112.55	\$ 90.39	\$ 118.26	\$ 93.97	\$ 93.97	\$ 112.55	\$ 106.84	\$ 90.39	\$ 97.55	\$ 97.55	\$	1,101.79			
Toho Water	001525420-000774990	52059774	7014 BUTTON BUSH LOOP PARK	\$ 108.32	\$ 238.17	\$ 169.65	\$ 221.04	\$ 203.91	\$ 175.36	\$ 221.04	\$ 169.65	\$ 186.78	\$ 141.10	\$ 203.91	\$	2,038.93			
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	\$ 2,667.73	\$ 1,366.24	\$ 41.86	\$ 2,994.53	\$	15,012.72			
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	\$ 2,550.95</								

HARMONY CDD UTILITY TRACKER

Utility Company	Account #	Meter #	Service Address	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Total
Toho Water	001525420-000846710	79251773	0 HARMONY SQ DR & 192	\$ 27.57	\$ 28.49	\$ 31.62	\$ 31.62	\$ 31.62	\$ 31.62	\$ 31.62	\$ 31.62	\$ 31.62	\$ 31.62	\$ 31.62	\$	340.64
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	\$ 2,574.58	\$ 1,757.58	\$ 31.62	\$ 78.16	\$	12,276.89
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	\$ 1,832.36	\$ 1,903.96	\$ 1,878.90	\$ 2,007.78	\$	20,893.39
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	\$ 1,187.56	\$ 1,164.72	\$ 518.50	\$ 672.44	\$	9,174.46
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	\$ 933.42	\$ 1,013.36	\$ 956.26	\$ 1,441.61	\$	10,541.13
Toho Water	001525420-000944380	72940814 / 21072585	7124 S HARMONY SQUARE DRIVE POOLCBNA	\$ 502.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 252.33	\$ 89.53	\$	844.56
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	\$ 3,324.58	\$ 1,349.29	\$ 4,356.58	\$ 4,932.78	\$	32,279.14
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	\$ 2,606.90	\$ 2,667.10	\$ 3,587.30	\$ 2,237.10	\$	28,091.04
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	\$ 1,715.33	\$ 3,203.13	\$ 2,712.93	\$ 3,022.53	\$	10,928.49
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	\$ 461.22	\$ 525.66	\$ 486.28	\$ 439.74	\$	6,094.13
Toho Water	001525420-033035419	79643233	7500 A EVEN FIVE OAKS DRIVE	\$ -	\$ -	\$ 565.04	\$ 192.72	\$ (270.42)	\$ 115.62	\$ 371.72	\$ 378.88	\$ 325.18	\$ 1,409.56	\$ 816.51	\$	3,904.81
Toho Water	001525420-033058389	16006524	3400 EVEN FEATHER GRASS COURT	\$ 27.57	\$ 92.48	\$ 207.04	\$ 214.20	\$ 203.46	\$ 192.72	\$ 181.98	\$ 260.74	\$ 579.36	\$ 579.36	\$ 661.70	\$ 618.74	\$ 3,819.35
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	\$ 1,411.22	\$ 1,402.62	\$ 1,290.82	\$ 1,652.02	\$	15,601.77
TOTAL TOHO WATER				\$ 25,734.23	\$ 29,236.07	\$ 23,252.63	\$ 30,021.95	\$ 16,919.74	\$ 24,230.98	\$ 32,648.63	\$ 32,967.40	\$ 31,022.00	\$ 32,636.53	\$ 36,362.57	\$ 618.74	\$ 315,651.47
Waste Connections	6460-126957	N/A	7350 FIVE OAKS DR	\$ 426.54	\$ 51.16	\$ 426.54	\$ 477.70	\$ 477.70	\$ 477.70	\$ 477.70	\$ 496.80	\$ 496.80	\$ 496.80	\$ 550.90	\$	4,856.34
TOTAL WASTE CONNECTIONS				\$ 426.54	\$ 51.16	\$ 426.54	\$ 477.70	\$ 477.70	\$ 477.70	\$ 477.70	\$ 496.80	\$ 496.80	\$ 496.80	\$ 550.90	\$ -	\$ 4,856.34
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Harmony Community Development District

Pond Maintenance Contract

**AGREEMENT BETWEEN THE HARMONY COMMUNITY DEVELOPMENT
DISTRICT AND DRAGONFLY POND WORKS, LLC FOR POND MAINTENANCE**

THIS AGREEMENT (the “**Agreement**”) is made and entered into this 4th day of September, 2025 (the “**Effective Date**”), by and between:

Harmony Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida, and whose mailing address is is c/o PFM Group Consulting LLC, 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 (the “**District**”); and

Dragonfly Pond Works, LLC, a Delaware limited liability company, with a mailing address of P.O. Box 1089, Apex, North Carolina 27502 (the “**Contractor**,” together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the “**Act**”), by ordinance adopted Osceola County, Florida; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide pond maintenance services; and

WHEREAS, the Contractor represents that it is qualified to provide such services and has agreed to provide to the District the services identified in **Exhibit A**, attached hereto and incorporated by reference herein (the “**Services**”); and

WHEREAS, the District and the Contractor accordingly desire to enter into this Agreement to set forth the rights, duties, and obligations of the Parties relative to same; and

WHEREAS, the District and the Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF CONTRACTOR'S SERVICES.

- A.** The Contractor shall provide professional pond maintenance services within presently accepted professional standards and in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto.
- B.** The Contractor agrees, as an independent contractor, to perform the Services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of the Services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- C.** This Agreement grants to the Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and the Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D.** Contractor shall perform all Services in a neat and professional manner reasonably acceptable to the District. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District. In the event the District in its sole determination, finds that the work of the Contractor is not satisfactory to the District, the District shall have the right to immediately terminate this Agreement and will only be responsible for payment of the Services satisfactorily completed and for materials actually incorporated into the Services.
- E.** The Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- F.** The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 2** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- G.** The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

1. The District hereby designates the District Manager to act as its representative.
 2. Upon request, the Contractor shall meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement and other items.
- H.** The Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. The Contractor agrees to repair any damage resulting from the Contractor's activities and work within twenty-four (24) hours.

SECTION 3. COMPENSATION; TERM.

- A.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor Five Thousand Four Hundred Dollars (\$5,400.00) per month. The term of this Agreement shall commence upon the Effective Date and shall continue until October 1, 2027, unless terminated earlier by either party pursuant to the provisions of this Agreement. The Agreement shall be automatically renewed for three (3) additional one (1) year terms unless terminated by either party in accordance with the terms of this Agreement.
- B.** If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.
- C.** The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- D.** The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor

shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within forty-five (45) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within forty-five (45) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 4. INSURANCE.

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
 - 1.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - 2.** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - i.** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - 3.** Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.
 - 4.** Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants, officers, and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall

furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 5. INDEMNIFICATION.

- A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives (each an "Indemnified Party" and collectively the "Indemnified Parties") from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest and expenses, against the District. Notwithstanding anything to the contrary in this Agreement, Contractor's liability to the indemnified parties is limited to \$1,000,000 regardless of legal basis of recovery or type of claimed damages.

SECTION 6. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of

a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 8. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 10. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 11. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 12. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

SECTION 13. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 14. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 15. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. ENFORCEMENT OF AGREEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 18. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 19. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

SECTION 20. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 21. NOTICES. All notices, requests, consents and other communications under this Agreement (the "**Notice**" or "**Notices**") shall be in writing and shall be hand delivered,

mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to the District: Harmony Community Development District
c/o PFM Group Consulting LLC
3501 Quadrangle Boulevard, Suite 270,
Orlando, Florida 32817
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Contractor: Dragonfly Pond Works, LLC
P.O. Box 1089
Apex, North Carolina 27502
Attn: **Matthew Harris**

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

SECTION 22. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 23. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Osceola County, Florida.

SECTION 24. COMPLIANCE WITH PUBLIC RECORDS LAWS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. The Contractor acknowledges that the designated public records custodian for the District is Lynne Mullins (the “**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407)723-5900, OR BY EMAIL AT MULLINSL@PFM.COM OR BY REGULAR MAIL AT 3501 QUADRANGLE BOULEVARD, SUITE 270, ORLANDO, FLORIDA 32817.

SECTION 25. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 26. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm’s length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 27. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall

be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 28. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, the Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Services, the Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 29. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 30. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. The Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“**Public Integrity Laws**”) apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with*

scrutinized companies;

- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and*
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

The Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“**Prohibited Criteria**”).

The Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

The Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, the Contractor shall immediately notify the District. By entering into this Agreement, the Contractor agrees that any renewal or extension of this Agreement shall be deemed a recertification of such status.

SECTION 31. ANTI-HUMAN TRAFFICKING STATEMENT. The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, effective as of the day and year first written above.

**HARMONY COMMUNITY
DEVELOPMENT DISTRICT**



Chairperson, Board of Supervisors

DRAGONFLY POND WORKS, LLC



By: Matthew Harris

Its: FL Branch Manager

Exhibit A: Scope of Services

Exhibit A

Scope of Services

The parties hereto agree to follows: Lake Name 21 Ponds Lake Acreage 52.99 Acres Lake Front Linear 31090

Dragonfly Pond Works agrees to control noxious aquatic weeds and algae in the body of water noted below. Control of the weeds and algae may take anywhere from 1 to 3 months to get control. Each body of water is different and will take different amounts of time to get control based on the infestation of weeds and algae.

MAINTENANCE PROPOSAL

Spray & Treat All Invasive Vegetation In CDD Ponds On Monthly Maintenance.
Harmony CDD Ponds Consist of 21 Ponds that Equal 52.9 Acres with 31,090 Linear Feet of Shoreline.
Maintenance Will Be Completed Using A Spray Boat for One Spray Service Each Month.
Spray Boat will Be Used On Larger Ponds with More Surface Acreage and with Boat Access.
Monthly Maintenance Will Consist of A Second Spray Service Each Month that Is Completed Using A Polaris/ATV for Harder to Access or Small Ponds with No Boat Access.
Spray Services Will Be Scheduled Roughly Two Weeks Apart Each Month with A Minimum of Two Visits Per Month.
For Fish Safety & Proper Treatment of Algae Two Weeks Time Is Needed In Between Treatments.
Monthly Maintenance Includes Free Service Calls and Call Backs.

\$5,400.00 X 12 Months = TOTAL for YEAR = \$64,800.00

5% Discount If Paying Year In Advance = \$5,120 Discount Total with YIA Discount = \$59,680.00

General Terms and Conditions

1. THE UNDERWATER AND FLOATING VEGETATION CONTROL PROGRAM WILL BE CONDUCTED IN A MANNER CONSISTENT WITH GOOD WATER MANAGEMENT PRACTICES USING THE FOLLOWING METHODS AND TECHNIQUES WHEN APPLICABLE:

- a. Periodic treatments to maintain control of noxious submersed, floating and immersed aquatic vegetation and algae, which include, but shall not be limited to: hydrilla, naiad, algae, bladderwort, water hyacinth, water lettuce and duckweed. Customer acknowledges and agrees that some vegetation may be beneficial and necessary in a body of water to maintain a balanced aquatic ecological system.
- b. When deemed necessary by Dragonfly and approved by Customer, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain the ecological balance of the aquatic system.
- c. Determination of dissolved oxygen levels prior to treatment, as deemed necessary and advisable, to ensure that oxygen level is high enough to allow safe treatment. Additional water and/or bacteriological analysis may be performed as necessary to ensure the success of the water management program.
- d. If applicable, only one-half or less of the entire body of water may be treated at any one time to ensure the safety of fish and other aquatic life. Notwithstanding the above, Dragonfly shall not be liable for the loss of any exotic or non-native fish or vegetation.
- e. Customer acknowledges and agrees that for maximum effectiveness and environmental safety, materials used by Dragonfly will not exceed maximum label recommendations.
- f. If the services include triploid grass carp, stocking will be performed at stocking rates determined by Dragonfly, within Florida Fish and Wildlife Conservation Commission permit guidelines.

- g. Customer agrees to provide adequate boat access. Failure to consistently provide such adequate access may necessitate the renegotiation or termination of this Agreement.
- h. Depending on the species, materials used and environmental factors it may take up to 90 days to establish control of weeds and algae.

2. UNDER THE SHORELINE GRASS AND BRUSH CONTROL PROGRAM,

Dragonfly will treat border vegetation to the water's edge including, but not limited to, torpedo grass, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Depending on the species and environmental conditions it may take several months or longer for full effectiveness of the treatments to be reached. Customer is solely responsible for any desired cutting or removal of such vegetation.

3. Customer agrees to inform Dragonfly in writing, via email to info@dragonflypondworks.com if any lake or pond areas have been or are scheduled to be mitigated. For the purposes of this Agreement, mitigation shall mean planting with required or beneficial vegetation. Dragonfly assumes no responsibility and shall be held harmless for any damage to aquatic plants if Customer fails to provide such notice in a timely manner. Emergent weed control may not be performed within either new or existing mitigated areas, unless specifically agreed to by a separate agreement by and between Customer and Dragonfly. Customer shall notify Sorko in writing to the above email address of any conditions which may affect the scope of work and Customer shall be solely responsible for any costs or expenses that arise out of or are related to such conditions.

4. Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. Dragonfly shall notify Customer verbally of any such restrictions and/or by posting the restrictions at several readily visible locations on the perimeter of each body of water at the time of treatment.

5. Should Dragonfly be prohibited, restricted or otherwise prevented or impaired from rendering the specified services by any condition or regulation, Dragonfly shall notify Customer of said condition/regulation and of the excess direct costs arising therefrom. Customer shall have 30 days after receipt of said notice to notify Dragonfly in writing of any inability to comply with the excess direct costs as requested by Dragonfly, in which case Dragonfly shall be released from any and all obligations under this Agreement and Customer shall promptly tender payment to Dragonfly for all amounts due under this Agreement.



Harmony Community Development District

Dog Injury at Dog Park

Blake Firth

From: Krista Knappins <kristaknappins@hotmail.com>
Sent: Sunday, August 30, 2026 4:49 PM
To: Ask Harmony CDD
Subject: Formal request for reimbursement of veterinary expenses - Dog Park Fencing Hazard
Attachments: 8-19 Vet for Hans invoice.pdf; Fence Wire 1.jpeg; Fence Wire 2.jpeg; Hans laceration after vet 8-19.jpeg; Hans open laceration 8-19.jpeg; IMG_5249.MOV; Location of gate with fence wire.jpeg

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

Dear members of the Harmony CDD Board,

I am writing to formally report an incident involving my dog, Hans, at the large community dog park located between Cat Briar and Schoolhouse Road and to request reimbursement for the veterinary expenses that resulted from an apparent hazardous condition in the dog park fencing.

On August 19 at 7:10AM, I was at the dog park with Hans when he sustained a significant laceration while inside the fenced dog-park area. The injury required veterinary treatment, including both internal and external stitches resulting in veterinary expenses totaling \$688.98

The evening of the incident, I inspected the dog park area because I wanted to determine what had caused the injury. Brittany Coronel also met me there to assist. At that time, we were unable to identify the object that appeared responsible as we focused on looking at the waste bin, and not the fencing, both of which are in the same section of the park. I have since subsequently returned to the park today, 8/30 because I was concerned that the possibility that the dangerous condition remained, to look more carefully at the area. I was able to locate two loose, protruding pieces of fence wire with sharp ends exposed in the same area where I believe Hans was injured. I have sent Brittany Coronel photos and video and am also attaching those images to this email as well.

I believe this warrants an investigation by the CDD as one of these pieces of wire could have caused Hans's laceration. Their location, condition and sharp exposed ends are consistent with the type of hazard that could have caused the injury and I am therefore respectfully requesting reimbursement of \$688.98, representing the veterinary expenses associated with Hans's injury.

It is my intention to resolve this matter directly and amicably with the CDD. My primary concern is addressing the veterinary expenses that resulted from this incident and ensuring the park is safe for other residents and their pets. Please acknowledge receipt of this letter and advise me on the appropriate next steps.

Thank you for your attention to this matter. I look forward to working with the CDD toward a reasonable solution.

Krista Knappins

810-399-8028











INVOICE
#496040

Invoice date:
19th August
2026

Customer Name:
Knappins,
Krista

Patient Name:
Hans



Description	Staff Member	Qty	Price	Discount	Discount (%)	Total
Physical Exam	Dr. Juliana Zamora	1	\$79.80			\$79.80
Biohazardous Waste Fee #1	Dr. Juliana Zamora	1	\$6.30			\$6.30
Dexdomitor/Antisedan (Sed/Rev) 51-80	Dr. Juliana Zamora	1	\$171.00			\$171.00
Suture Laceration	Dr. Juliana Zamora	1	\$196.92			\$196.92
Clip /Clean Wound	Dr. Juliana Zamora	1	\$35.28			\$35.28
Anti-Inflammatory Injection (61-80 lbs)	Dr. Juliana Zamora	1	\$70.23			\$70.23
Rimadyl (Carprofen) Chewable 100 mg	Dr. Juliana Zamora	5	\$28.50			\$28.50
Clavamox 500mg/125mg tablets	Dr. Juliana Zamora	20	\$50.14			\$50.14
Elizabethan Collar 30 058575	Dr. Juliana Zamora	1	\$30.81			\$30.81
Your technician today was Paola	Dr. Juliana Zamora	1	\$0.00			\$0.00
RTG - Invoice Finalized	Dr. Juliana Zamora	1	\$0.00			\$0.00
Your receptionist today was Katrina	Dr. Juliana Zamora	1	\$0.00			\$0.00

Subtotal: **\$666.83**

Including tax: **\$668.98**

Discount: **\$0.00**

Total: **\$668.98**

Payment method: ***PJ Terminal : -668.98**

Amount paid: **\$668.98**

Balance: **\$0.00**

THANK YOU FOR CHOOSING Narcoossee Oaks Animal Hospital

1151 N. Narcoossee Rd. St. Cloud, FL, 34771 • 4075935757 • reception@narcoosseeoaksah.com



Harmony Community Development District

Food Truck at Town Square

Blake Firth

From: Brad Cummings <thecommunitycrockpotllc@gmail.com>
Sent: Wednesday, September 2, 2026 3:52 PM
To: Ask Harmony CDD
Subject: Re: Harmony's Food Truck

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

Thank you so much for your response. I will happily pay the \$1,000 fee on approval. I will reach out to our CDD as well. Thank you!

On Wed, Sep 2, 2026 at 2:53 PM Ask Harmony CDD <askharmonycdd@pfm.com> wrote:

Good afternoon, Brad,

At this time, we would have to stick to the \$1,000.00 base payment for non-residents as stated in the Rules & Policies if your request was approved. Please do not make any payments to the Harmony CDD unless your request is approved at our 9/24/26 meeting. If you wish to host your food truck at the Harmony West CDD instead I have listed their information below:

Daniel Rom

[\(561\) 571-0010](tel:(561)571-0010)

info@harmonywestcdd.net

Let me know if you would still like us to move forward with having this on the agenda for the Harmony CDD September 24th meeting, or if you would prefer hosting these events at the Harmony West CDD.

Thank you!

Blake Firth

Assistant District Manager

He/Him

4.1 A person who is not a Resident of Harmony may purchase a Membership in the District, and thereby gain Resident level access to all District Facilities, by making an annual payment of \$1,000 for a family of four, and \$250.00 for each additional person. This fee amount is intended to be equivalent to the non-ad valorem assessments paid by District property owners for similar annual use of District Facilities.

Let me know if you have any questions or concerns, thank you!

Blake Firth

Assistant District Manager

He/Him

PFM Management Services LLC

firthb@pfm.com | **Phone** [407-723-5953](tel:407-723-5953) | **Web** pfmmanagement.com

[3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817](#)

From: Brad Cummings <thecommunitycrockpotllc@gmail.com>

Sent: Wednesday, September 2, 2026 10:18 AM

To: Ask Harmony CDD <askharmonycdd@pfm.com>

Cc: Lynne Mullins <mullinsl@pfm.com>

Subject: Re: Harmony's Food Truck

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

I am with the Harmony West CDD. If there is anything that you can think of to further my consideration, please let me know and I will get it done.

Thank you again for all your help.

On Tue, Sep 1, 2026 at 3:17 PM Ask Harmony CDD <askharmonycdd@pfm.com> wrote:

Thank you, Brad!

The Harmony CDD Board of Supervisors will be given this information and this will be brought before them for a decision at our September 24, 2026 meeting. Could you also confirm that you are a resident within the Harmony CDD?

Let me know if there is anything else I can assist with in the meantime, thank you!

Blake Firth

Assistant District Manager

He/Him

PFM Management Services LLC

firthb@pfm.com | **Phone** [407-723-5953](tel:407-723-5953) | **Web** pfmmanagement.com

[3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817](#)

From: Brad Cummings <thecommunitycrockpotllc@gmail.com>

Sent: Monday, August 31, 2026 4:48 PM

To: Ask Harmony CDD <askharmonycdd@pfm.com>

Cc: Lynne Mullins <mullinsl@pfm.com>

Subject: Re: Harmony's Food Truck

Brad

On Thu, Aug 27, 2026 at 8:21 AM Ask Harmony CDD <askharmonycdd@pfm.com> wrote:

Good morning, Brad!

Thank you for reaching out. The Harmony CDD has not done any business with food trucks in the past, so your request may be better suited to the HOA. I have listed their contact information below:

Harmony Residential Association (HROA)/Harmony Homeowner's Association, Inc.

- Association Solutions
- [407-847-2280](tel:407-847-2280)
- [811 MABBETTE ST KISSIMMEE FL 34741](https://www.hroafl.com/811-MABBETTE-ST-KISSIMMEE-FL-34741)
- [HROA Website](https://www.hroafl.com/)

If you still wish to conduct business on Harmony CDD Property, there are some specific guidelines that I have outlined below:

First, for folks wishing to conduct paid reoccurring events, all requests must be approved by the Board of Supervisors of the Harmony CDD at a scheduled Board meeting. The next scheduled meeting will be held on September 24, 2026. Please also provide corresponding insurance information and food safety certificates as that will be required to move forward.

Second, pending board approval, we do require a \$250.00 deposit, in addition to the rental fees for the space you are requesting. Below, I have the current Tabular Schedule of Fees listed out for each space.

TABULAR SCHEDULE OF FEES

SPECIAL EVENT

{Reserved Use of Recreation Facilities}

(1) Soccer/Volleyball/Basketball ("SVB") Fields & Courts: \$5 per hour

(2) Swim Club and Ashley Park Pools Reserved Patio Areas: \$100 for up to four (4) hours maximum

(3) Buck Lake Pavilion: \$60 for up to four (4) hours maximum

(4) Buck Lake Fishing Piers: \$40 for up to two (2) hours maximum

(5) Town Square: \$250 for up to six (6) hours maximum

Last, upon approval and receipt of payment, you will need to submit the Facility Usage Application form for each time you wish to use District Property for your business. This form will be provided upon Board approval, but can also be viewed at harmonycdd.org

Let me know if you have any questions! Thanks,

Blake Firth

Assistant District Manager

He/Him

PFM Management Services LLC

firthb@pfm.com | **Phone** [407-723-5953](tel:407-723-5953) | **Web** pfmmanagement.com

[3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817](http://3501QuadrangleBoulevard.com)

From: Brad Cummings <thecommunitycrockpotllc@gmail.com>

Sent: Tuesday, August 25, 2026 1:25 PM

To: Ask Harmony CDD <AskHarmonyCDD@pfm.com>

Subject: Harmony's Food Truck

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

Good afternoon,

I am writing to you because I live in Harmony, FL and my kids go to Harmony schools. One thing that several residents in the Harmony area have talked about is wanting more options for places to eat in our area.

I am the owner of a food truck that I have built with the Harmony committee in mind in hopes to be of service to our community. I would like to provide home cooked meals for the whole family to give people an additional dinner or weekend option. Some of the dishes that I have received tremendous feedback from would be my spaghetti, chili, tacos / enchiladas with my different styles of queso dips. I also do pulled pork sandwiches, sloppy joes, hot dogs & burgers, and grilled cheese style sandwiches for low price options.

I can take feedback and cook dishes the community is asking for. Most importantly, I create family fun environments for everyone to enjoy.

I want to thank you for your time and consideration. Please reach out if you have any questions. You can also reach me at [317-937-4435](tel:317-937-4435)/

Thank you again.

Brad



Harmony Community Development District

Family & Friends Christian Music Festival

Harmony CDD Parks and Recreation Facility Usage

Submission Verification

Submission Reference: 320

Submitted At: Thu Aug 27 2026 10:12:02 GMT-0700 (PDT)

IP Address: 35.142.18.175

Form Type: Harmony CDD Parks and Recreation Facility Usage

Submitted Information

First Name: Ricardo

Last Name: Montero

Address: 1779 Groveline Rd st cloud Florida 34771

Phone: 4078020001

Email: monteropr18@gmail.com

Event Type: Family - Friends Christian music and community Festival

Requested Facility: Harmony Town Square

Event Date/Time: 12/12/2026 12:00:00 pm

Number of Attendees: 150

Attendee Age Group / Additional Details: Family - friendly all ages It's open to the public , local musical bands will perform, activities for kids.

Vendors Present: yes

Vendor Details: 15 to 25 vendors. / merchandise and food and beverage non alcoholic , brush face painting for kids, educational games for the kids, community outreach, Osceola Sheriff Department.

Catering Required: no

Public Records Exemption Answer: no

Facility Usage Instructions

IMPORTANT: Please complete all required sections. Some applications may require additional review and approval from the District. Usage will only be confirmed if all appropriate information has been supplied. Event is not confirmed approved until you receive a completed signed form. Please allow three business days to receive approval/non-approval.

Pool Area Notice

If requesting use of a pool area, please be advised the access gates are not to be propped open at any time before or during the event. This is an electronic card reader access system, and propping the gates will result in a default that disables the card readers where no one will have access.

Vendor Notice

Any vendor who will sell or give away merchandise must have a vendor agreement, a copy of their business license, and insurance on file with the Osceola County Parks and Recreation Department. You will be contacted separately to provide necessary information for vendors/merchandise.

Contact Information

Contact information to obtain a County permit or additional waste management services, as required in the Harmony Community Development District Parks and Recreation Facilities Policy.

Osceola County Zoning and Code Enforcement: One Courthouse Square, Suite 1200, Kissimmee, FL 34741. Phone (407) 343-3400

Osceola County Parks and Recreation Department: One Courthouse Square, Suite 1200, Kissimmee, FL 34741. Phone (407) 343-2380

County Waste Management: Phone (407) 847-7370

Liability Waiver

AGREEMENT FOR INDEMNIFICATION AND RELEASE AND WAIVER OF LIABILITY FOR PAVILION RENTAL

("RELEASE AND WAIVER")

NOTE TO STAFF: This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager.

PRIVACY NOTICE: Under Florida Public Records Law, Chapter 119, Florida Statutes, some of the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose certain parts of the information you submit to us.

In consideration for being permitted by the Harmony Community Development District (hereinafter referred to as "District") to rent its pavilion located in Osceola County, Florida ("Pavilion"), Resident agrees to personally assume the risk of using the Pavilion. Resident further agrees to unconditionally release, defend, hold harmless, and indemnify the District, its officers, agents, employees, supervisors, staff, property manager, District manager, and District engineer from and against any and all claims for injury, damage, or loss sustained by Resident, Resident's minor children, Resident's guests, or any other person which may arise out of Resident's, Resident's minor child(ren)'s, and Resident's guest's(s') use of the Pavilion.

The foregoing agreement to personally assume the risk of renting the Pavilion and to release, defend, hold harmless, and indemnify the District, its officers, agents, employees, supervisors, staff, property manager, District manager, and District engineer from and against any and all claim(s) for injury, damage, or loss sustained by Resident, Resident's minor children, Resident's guests, and any other person as a result of or arising out of Resident's rental of the Pavilion shall include, but is not limited to: any and all claim(s) for negligence, personal injury, wrongful death, property damage, attorneys' fees, paralegal fees, expert witness fees, litigation costs, or money damages of any kind which Resident may bring individually or which claim(s) may be brought by Resident's personal representative(s) or assignee(s), or which claims Resident's minor child(ren) or personal representative(s) or assignee(s) thereof may bring, or which may be brought by a third party. Nothing in this Release and Waiver requires Resident to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Resident as jointly liable parties; however, Resident shall indemnify the District, its officers, agents, employees, supervisors, staff, property manager, District manager, and District engineer for any and all percentage of fault attributable to Resident for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault.

Resident agrees, at Resident's sole cost and expense, to promptly reimburse the District for costs to repair any damage to the District's real or personal property resulting from Resident's, Resident's child(ren)'s, or Resident's guest's(s') use of the Pavilion.

This Release and Waiver is binding upon Resident and Resident's spouse, heirs, executors, administrators, legal representatives, successors, and assigns. This Release and Waiver supersedes any prior written and/or oral agreements or representation made with respect to the subject matter contained herein. The provisions of this Release and Waiver will

continue in full force and effect even after the termination of Resident's use of the Pavilion. The provisions of this Release and Waiver may be waived, altered, amended, or repealed, in whole or in part, only upon the prior written consent of the District and the party whose signature appears below.

Resident agrees, and agrees on behalf of Resident's minor child(ren), that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other law, and nothing herein shall allow any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. In the event that either party seeks to enforce this instrument by court proceedings or otherwise, the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

By checking the box below and typing Resident's name, Resident agrees that Resident is electronically signing and entering into this Release and Waiver voluntarily and of Resident's own free will. By checking the box below and typing Resident's name, Resident agrees to abide by all the rules, regulations, and policies of the District and all provisions of local, state, and federal ordinances and laws when renting the Pavilion. Resident represents and affirms that Resident is not currently under the influence of alcohol, drugs, or medication, which may impair Resident's ability to electronically sign and enter into this agreement voluntarily and of Resident's own free will.

Florida Public Records Exemption

If you checked YES, please provide a written request for maintenance of such exemption to District staff at: Harmony Community Development District c/o PFM Group Consulting LLC, 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817, Attn: District Manager.

Electronic Signature / Acknowledgments

Typed Name: Ricardo Montero

Agreement Accepted: Yes

Liability Waiver Accepted: Yes

Rules Accepted: Yes

Uploaded Attachments

No uploaded attachments.

Notes Saved to Record

Attendee Age Group / Additional Details: Family - friendly all ages It's open to the public , local musical bands will perform, activities for kids. | Vendor/Merchandise Details: 15 to 25 vendors. / merchandise and food and beverage non alcoholic , brush face painting for kids, educational games for the kids, community outreach, Osceola Sheriff Department.

Blake Firth

From: Ricky Promo Montero <monteropr18@gmail.com>
Sent: Friday, September 4, 2026 12:12 PM
To: Blake Firth
Subject: Re: Harmony CDD - Ricardo Montero Reservation Request

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

Blake I wanted to ask if it would be the same requirement and price, the vice president of my organization leaves in Harmony and she wanted me to tell you gus

On Fri, Sep 4, 2026, 9:47 AM Blake Firth <firthb@pfm.com> wrote:

Good morning, Ricky!

Thank you for speaking with me this morning. I just wanted to provide the next steps in regard to your reservation request for the Harmony CDD Town Square.

First, this event will have to be approved by the Harmony CDD Board of Supervisors at a scheduled meeting. Our next meeting is scheduled for September 24, 2026, at 6:00 p.m. at the Suenos Tenampa Private Room at [7251 Five Oaks Drive, Harmony, FL 34773](#). Please provide me the insurance documentation for each vendor you plan to have on-site for this event, and any other supporting documentation you would like the Board to have when they are making their decision.

Next, pending approval from the Board, there are a number of fees associated with this request. As a Non-Resident, the guidelines for your use of Harmony CDD facilities are laid out in the Harmony CDD Rules & Policies adopted in 2019, which will require a \$1,000.00 annual fee for each year you wish to hold your event:

- **4.1** A person who is not a Resident of Harmony may purchase a Membership in the District, and thereby gain Resident level access to all District Facilities, by making an annual payment of \$1,000 for a family of four, and \$250.00 for each additional person. This fee amount is intended to be equivalent to the non-ad valorem assessments paid by District property owners for similar annual use of District Facilities.

There are two other fees associated with Special Events within the Harmony CDD. One being a \$250.00 security deposit that is refundable pending that no District property was damaged, and the other being \$250.00 for up to 6 hours of rental space for the Town Square.

- **9.8.1** For each Event with ten (10) or more attendees, the District shall collect from the Event Organizer a security deposit of \$250.00 at the time the Organizer schedules the Event with the District Manager.
- **9.8.2** At the conclusion of the Event, and upon inspection, the District shall either (1) return the damage deposit to the Event Organizer if there is no damage to District property or (2) charge the Event Organizer for any damage to District property and apply the security deposit to the charge.

- **9.8.3** If damage to the District property is less than the security deposit, the excess amount from the deposit shall be returned to the Event Organizer. If damage to District property exceeds the security deposit, the Event Organizer shall be charged for the excess property damage. All damage charges must be paid to the District no later than fifteen (15) days after invoice date.

TABULAR SCHEDULE OF FEES

SPECIAL EVENT

{Reserved Use of Recreation Facilities}

(1) Soccer/Volleyball/Basketball ("SVB") Fields & Courts: \$5 per hour

(2) Swim Club and Ashley Park Pools Reserved Patio Areas: \$100 for up to four (4) hours maximum

(3) Buck Lake Pavilion: \$60 for up to four (4) hours maximum

(4) Buck Lake Fishing Piers: \$40 for up to two (2) hours maximum

(5) Town Square: \$250 for up to six (6) hours maximum

These options will be discussed at the upcoming Board meeting, and you are more than welcome to attend in order to answer any questions that the Board may have of you regarding your specific event. Since you have already completed the Facility Usage Application form, you will not have to resubmit that.

Thank you! Let me know if you have any questions or concerns.

Blake Firth

Assistant District Manager

He/Him

PFM Management Services LLC

firthb@pfm.com | **Phone** 407-723-5953 | **Web** pfmmanagement.com

[3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817](#)



Harmony Community Development District

Su Mesa Café 5th Anniversary Event

Harmony CDD Parks and Recreation Facility Usage

Submission Verification

Submission Reference: 392

Submitted At: Thu Sep 10 2026 16:27:02 GMT-0700 (PDT)

IP Address: 72.239.2.140

Form Type: Harmony CDD Parks and Recreation Facility Usage

Submitted Information

First Name: Timothy

Last Name: Rivera Pinto

Address: 7250 Harmony Square Dr S, St Cloud, FL 34773

Phone: 7876896675

Email: timothyrivera67@gmail.com

Event Type: Su Mesa Cafe Church 5th Anniversary

Requested Facility: Town Square

Event Date/Time: 11/21/2026 6:18:51 pm

Number of Attendees: 600-800

Attendee Age Group / Additional Details: All Ages

Vendors Present: yes

Vendor Details: Vendors, quantity TBD / They will be located on the sidewalk (as they are on Harmony Markets) / Variety of vendors food & merch.

Catering Required: no

Public Records Exemption Answer: no

Facility Usage Instructions

IMPORTANT: Please complete all required sections. Some applications may require additional review and approval from the District. Usage will only be confirmed if all appropriate information has been supplied. Event is not confirmed approved until you receive a completed signed form. Please allow three business days to receive approval/non-approval.

Pool Area Notice

If requesting use of a pool area, please be advised the access gates are not to be propped open at any time before or during the event. This is an electronic card reader access system, and propping the gates will result in a default that disables the card readers where no one will have access.

Vendor Notice

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Contact Information

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Osceola County Parks and Recreation Department: One Courthouse Square, Suite 1200, Kissimmee, FL 34741. Phone (407) 343-2380

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Liability Waiver

AGREEMENT FOR INDEMNIFICATION AND RELEASE AND WAIVER OF LIABILITY FOR PAVILION RENTAL

("RELEASE AND WAIVER")

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PRIVACY NOTICE: Under Florida Public Records Law, Chapter 119, Florida Statutes, some of the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose certain parts of the information you submit to us.

In consideration for being permitted by the Harmony Community Development District (hereinafter referred to as "District") to rent its pavilion located in Osceola County, Florida ("Pavilion"), Resident agrees to personally assume the risk of using the Pavilion. Resident further agrees to unconditionally release, defend, hold harmless, and indemnify the District, its officers, agents, employees, supervisors, staff, property manager, District manager, and District engineer from and against any and all claims for injury, damage, or loss sustained by Resident, Resident's minor children, Resident's guests, or any other person which may arise out of Resident's, Resident's minor child(ren)'s, and Resident's guest's(s') use of the Pavilion.

The foregoing agreement to personally assume the risk of renting the Pavilion and to release, defend, hold harmless, and indemnify the District, its officers, agents, employees, supervisors, staff, property manager, District manager, and District engineer from and against any and all claim(s) for injury, damage, or loss sustained by Resident, Resident's minor children, Resident's guests, and any other person as a result of or arising out of Resident's rental of the Pavilion shall include, but is not limited to: any and all claim(s) for negligence, personal injury, wrongful death, property damage, attorneys' fees, paralegal fees, expert witness fees, litigation costs, or money damages of any kind which Resident may bring individually or which claim(s) may be brought by Resident's personal representative(s) or assignee(s), or which claims Resident's minor child(ren) or personal representative(s) or assignee(s) thereof may bring, or which may be brought by a third party. Nothing in this Release and Waiver requires Resident to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Resident as jointly liable parties; however, Resident shall indemnify the District, its officers, agents, employees, supervisors, staff, property manager, District manager, and District engineer for any and all percentage of fault attributable to Resident for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault.

Resident agrees, at Resident's sole cost and expense, to promptly reimburse the District for costs to repair any damage to the District's real or personal property resulting from Resident's, Resident's child(ren)'s, or Resident's guest's(s') use of the Pavilion.

This Release and Waiver is binding upon Resident and Resident's spouse, heirs, executors, administrators, legal representatives, successors, and assigns. This Release and Waiver supersedes any prior written and/or oral agreements or representation made with respect to the subject matter contained herein. The provisions of this Release and Waiver will continue in full force and effect even after the termination of Resident's use of the Pavilion. The provisions of this Release and Waiver may be waived, altered, amended, or repealed, in whole or in part, only upon the prior written consent of the District and the party whose signature appears below.

Resident agrees, and agrees on behalf of Resident's minor child(ren), that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other law, and nothing

herein shall allow any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. In the event that either party seeks to enforce this instrument by court proceedings or otherwise, the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

By checking the box below and typing Resident's name, Resident agrees that Resident is electronically signing and entering into this Release and Waiver voluntarily and of Resident's own free will. By checking the box below and typing Resident's name, Resident agrees to abide by all the rules, regulations, and policies of the District and all provisions of local, state, and federal ordinances and laws when renting the Pavilion. Resident represents and affirms that Resident is not currently under the influence of alcohol, drugs, or medication, which may impair Resident's ability to electronically sign and enter into this agreement voluntarily and of Resident's own free will.

Florida Public Records Exemption

If you checked YES, please provide a written request for maintenance of such exemption to District staff at: Harmony Community Development District c/o PFM Group Consulting LLC, 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817, Attn: District Manager.

Electronic Signature / Acknowledgments

Typed Name: Timothy Rivera Pinto

Agreement Accepted: Yes

Liability Waiver Accepted: Yes

Rules Accepted: Yes

Uploaded Attachments

No uploaded attachments.

Notes Saved to Record

Attendee Age Group / Additional Details: All Ages | Vendor/Merchandise Details: Vendors, quantity TBD / They will be located on the sidewalk (as they are on Harmony Markets) / Variety of vendors food & merch.

Blake Firth

From: Ask Harmony CDD
Sent: Tuesday, September 15, 2026 8:54 AM
To: Timothy Rivera; Ask Harmony CDD
Cc: cddmaintenance@bermancorp.com; Lynne Mullins; Maraliz@santonicreativegroup.com
Subject: RE: Harmony CDD Request Submitted #392 - Harmony CDD Parks and Recreation Facility Usage

Thank you, Timothy!

I will keep you posted on the Board's approval and will follow up immediately following the conclusion of the meeting. You or your staff are also more than welcome to attend the meeting in case the Board has any questions you would like to answer directly.

Have a great day!

Blake Firth
Assistant District Manager
He/Him

PFM Management Services LLC
firthb@pfm.com | **Phone** 407-723-5953 | **Web** pfmmanagement.com
3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817

From: Timothy Rivera <timothyrivera67@gmail.com>
Sent: Friday, September 11, 2026 3:52 PM
To: Ask Harmony CDD <askharmonycdd@pfm.com>
Cc: cddmaintenance@bermancorp.com; Lynne Mullins <mullinsl@pfm.com>; Maraliz@santonicreativegroup.com
Subject: Re: Harmony CDD Request Submitted #392 - Harmony CDD Parks and Recreation Facility Usage

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Hi Blake,

Thank you for the clarification and for outlining the approval process.

I will work on obtaining the Certificate of Liability Insurance for our Church and will send it to you as soon as possible. I will also request the same documentation from our vendors.

Please let me know if there is any additional documentation or information that would be helpful for the Board to have prior to the September 24th meeting.

Thanks,
Timothy Rivera Pinto

On Fri, Sep 11, 2026 at 15:34 Ask Harmony CDD <askharmonycdd@pfm.com> wrote:

Good afternoon, Timothy!

Thanks for getting back to me. As for insurance, if you could get me the Certificate of Liability Insurance for your Church, as well as any of the vendors that are able to provide that as soon as possible, then that would be very helpful.

For the approval of the proposed event date, the final approval for that can only be discussed at our scheduled Board meeting, as this would classify as a special event since there are paid vendors on-site so any approval would have to be done via a vote by the Harmony CDD Board of Supervisors. I can reach back out as soon as the Board decides on 9/24.

And thank you for confirming the payment, the payment methods we accept are either a check or money order mailed to our offices at [3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817](#).

Let me know if you have any questions or concerns, thank you!

Blake Firth

Assistant District Manager

He/Him

PFM Management Services LLC

firthb@pfm.com | **Phone** 407-723-5953 | **Web** pfmmanagement.com

[3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817](#)

From: Timothy Rivera <timothyrivera67@gmail.com>

Sent: Friday, September 11, 2026 2:54 PM

To: Ask Harmony CDD <askharmonycdd@pfm.com>

Cc: cddmaintenance@bermancorp.com; Lynne Mullins <mullinsl@pfm.com>; Maraliz@santonicreativegroup.com

Subject: Re: Harmony CDD Request Submitted #392 - Harmony CDD Parks and Recreation Facility Usage

Hi Blake,

Thank you for the quick response and for providing all of this information. I really appreciate your guidance throughout the process.

I do have a few questions regarding the vendor requirements.

At the moment, our vendor list is still evolving. We have several vendors who are interested, while others are waiting for confirmation of the event date before committing. Many of them are small, home-based businesses that would simply set up a tent or booth during the event to sell their products.

Could you please clarify:

- What specific insurance documentation is required from each vendor?
- Is there a deadline by which we would need to provide those documents?
- Our church also carries its own insurance and will be producing and organizing the event directly. Would our church's insurance provide any additional coverage or help satisfy any of the insurance requirements for the event?

Regarding attendance, our estimate of approximately 600–800 attendees is still accurate. This estimate includes members of our congregation, guests, and members of the surrounding community. We have also contacted the HOA Secretary, who confirmed that the date is currently available and does not conflict with any scheduled community activities.

Regarding the fees, everything is clear. If the event is approved, please let me know what payment methods are available for the \$250 security deposit and the \$250 Town Square rental fee.

The most important matter for us at this stage is confirmation of the event date, as several key arrangements depend directly on it, particularly scheduling musicians and other participants from our church.

With that in mind, I wanted to respectfully ask whether there is any possibility of receiving a preliminary indication or approval before the September 24 Board meeting, or if final approval can only be granted by the Board during that meeting. Even a preliminary indication would be very helpful as we continue coordinating the event.

Thank you again for your help.
Timothy Rivera

On Fri, Sep 11, 2026 at 10:16 AM Ask Harmony CDD <askharmonycdd@pfm.com> wrote:

Good morning, Timothy!

We have received your request, and there are just a few guidelines to follow for an event of this size with vendors on District property.

First, this event will have to be approved by the Harmony CDD Board of Supervisors at a scheduled meeting. Our next meeting is scheduled for September 24, 2026, at 6:00 p.m. at the Suenos Tenampa Private Room at [7251 Five Oaks Drive, Harmony, FL 34773](#). Please provide me the insurance documentation for each vendor you plan to have on-site for this event, and any other supporting documentation you would like the Board to have when they are making their decision. I see you have placed the number of attendees at 600 – 800. Is that still accurate?

Next, there are two other fees associated with Special Events within the Harmony CDD. One being a \$250.00 security deposit that is refundable pending that no District property was damaged, and the other being \$250.00 for up to 6 hours of rental space for the Town Square.

- **9.8.1** For each Event with ten (10) or more attendees, the District shall collect from the Event Organizer a security deposit of \$250.00 at the time the Organizer schedules the Event with the District Manager.
- **9.8.2** At the conclusion of the Event, and upon inspection, the District shall either (1) return the damage deposit to the Event Organizer if there is no damage to District property or (2) charge the Event Organizer for any damage to District property and apply the security deposit to the charge.
- **9.8.3** If damage to the District property is less than the security deposit, the excess amount from the deposit shall be returned to the Event Organizer. If damage to District property exceeds the security deposit, the Event Organizer shall be charged for the excess property damage. All damage charges must be paid to the District no later than fifteen (15) days after invoice date.

TABULAR SCHEDULE OF FEES

SPECIAL EVENT

{Reserved Use of Recreation Facilities}

(1) Soccer/Volleyball/Basketball ("SVB") Fields & Courts: \$5 per hour

(2) Swim Club and Ashley Park Pools Reserved Patio Areas: \$100 for up to four (4) hours maximum

(3) Buck Lake Pavilion: \$60 for up to four (4) hours maximum

(4) Buck Lake Fishing Piers: \$40 for up to two (2) hours maximum

(5) Town Square: \$250 for up to six (6) hours maximum

These options will be discussed at the upcoming Board meeting, and you are more than welcome to attend in order to answer any questions that the Board may have of you regarding your specific event. Since you have already completed the Facility Usage Application form, you will not have to resubmit that.

Thank you! Let me know if you have any questions or concerns.

Blake Firth

Assistant District Manager

He/Him

PFM Management Services LLC

firthb@pfm.com | **Phone** [407-723-5953](tel:407-723-5953) | **Web** pfmmanagement.com

[3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817](#)

From: System Notifications (noreply@bermancorp.com) system@sent-via.netsuite.com

Sent: Thursday, September 10, 2026 7:27 PM

To: cddmaintenance@bermancorp.com; Ask Harmony CDD askharmonycdd@pfm.com

Subject: Harmony CDD Request Submitted #392 - Harmony CDD Parks and Recreation Facility Usage

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Harmony CDD Recreation Request Submitted

The completed submission PDF is attached as the legal record.

Original uploaded files are also attached when applicable.

Submission Reference: 392

Form Type: Harmony CDD Parks and Recreation Facility Usage

Submitted At: Thu Sep 10 2026 16:27:02 GMT-0700 (PDT)

IP Address: [72.239.2.140](#)

Resident / Applicant: Timothy Rivera Pinto

Email: timothyrivera67@gmail.com



Harmony Community Development District

Parking Ordinance



Harmony Community Development District

**Public Hearing on the Adoption of the District's
Rules of Procedure**



Harmony Community Development District

**Resolution 2026-12,
Adopting Rules of Procedure**

RESOLUTION 2026-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Harmony Community Development District (the “**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

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

SECTION 1. The attached Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Rules of Procedure shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall supersede any rules of procedure previously adopted by the District and remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 24th day of September, 2026.

ATTEST:

HARMONY COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

Exhibit A: Rules of Procedure

EXHIBIT A

RULES OF PROCEDURE

**RULES OF PROCEDURE
HARMONY
COMMUNITY DEVELOPMENT DISTRICT
RULE NO. 2026-1**

EFFECTIVE AS OF SEPTEMBER 24, 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) Variances 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. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances 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 September 24, 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.



Harmony Community Development District

**Resolution 2026-13,
Designating Public Comment Policy**

RESOLUTION 2026-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HARMONY COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE PUBLIC'S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM; ADDRESSING EXCEPTIONS; AND PROVIDING FOR SEVERABILITY AND 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; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 286.0114, *Florida Statutes*, requires that members of the public be given a reasonable opportunity to be heard on a proposition before a board or commission; and

WHEREAS, Section 286.0114, *Florida Statutes*, sets forth guidelines for rules and policies that govern the public's opportunity to be heard at a public meeting; and

WHEREAS, the District's Board of Supervisors ("**Board**") finds that it is in the best interests of the District to adopt by resolution a policy ("**Public Comment Policy**") for immediate use and application.

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

1. DESIGNATING PUBLIC COMMENT PERIODS. The District's Chairperson, his or her designee, or such other person conducting a District meeting ("**Presiding Officer**"), shall ensure that there is at least one period of time ("**Public Comment Period**") in the District's meeting agenda whereby the public has an opportunity to be heard on propositions before the Board, as follows:

- a) An initial Public Comment Period shall be provided at the start of each Board meeting before consideration of any propositions by the Board. In the event there are propositions that come before the Board that are not listed on the agenda, the Presiding Officer shall announce a Public Comment Period on such proposition prior to the Board voting on the matter.
- b) Speakers shall be permitted to address any agenda item or non-agenda matter(s) of personal or general concern, during the initial Public Comment Period.
- c) Individuals wishing to make a public comment are limited to three (3) minutes per person. Potential speakers may not assign his/her three (3) minutes to extend another speaker's time.
- d) The Presiding Officer may extend or reduce the time periods set forth herein in order to facilitate orderly and efficient District business, provided however that a

reasonable opportunity for public comment shall be provided consistent with the requirements of Section 286.0114, Florida Statutes. The Presiding Officer may also elect to set and announce additional Public Comment Periods if he or she deems it appropriate.

2. DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD. Unless otherwise directed and declared by the Presiding Officer, individuals seeking to be heard on propositions before the Board shall identify themselves by a show of hands at the beginning of each Public Comment Period, as announced by the Presiding Officer. Alternatively, in the event that public attendance is high, and/or if otherwise in the best interests of the District in order to facilitate efficient and orderly District business, the Presiding Officer may require individuals to complete speaker cards that include the individual's name, address, the proposition on which they wish to be heard, the individual's position on the proposition (i.e., "for," "against," or "undecided"), and if appropriate, to indicate the designation of a representative to speak for the individual or the individual's group. In the event large groups of individuals desire to speak, the Presiding Officer may require each group to designate a representative to speak on behalf of such group. Any attorney hired to represent an individual or company's interests before the Board shall notify the Board of such representation prior to proving any public comment.

Sections 1 and 2 herein shall be deemed to apply only to District Board meetings, but the Presiding Officer of a District workshop in his or her discretion may elect to apply such Sections to District workshops.

3. PUBLIC DECORUM. The following policies govern public decorum at public meetings and workshops:

- a) Each person addressing the Board shall proceed to the place assigned for speaking, and should state his or her name and address in an audible tone of voice for the public record.
- b) All remarks shall be addressed to the Board as a body and not to any member thereof or to any staff member. No person other than a Board Supervisor or District staff member shall be permitted to enter into any discussion with an individual speaker while he or she has the floor, without the permission of the Presiding Officer.
- c) Nothing herein shall be construed to prohibit the Presiding Officer from maintaining orderly conduct and proper decorum in a public meeting. Speakers shall refrain from disruptive behavior, and from making vulgar or threatening remarks. Speakers shall refrain from launching personal attacks against any Board Supervisor, District staff member, or member of the public. The Presiding Officer shall have the discretion to remove any speaker who disregards these policies from the meeting.
- d) In the case that any person is declared out of order by the Presiding Officer and ordered expelled, and does not immediately leave the meeting facilities, the following steps may be taken:
 - i. The Presiding Officer may declare a recess.

- ii. The Presiding Officer may contact the local law enforcement authority.
- iii. In case the person does not remove himself or herself from the meeting, the Presiding Officer may request that he or she be placed under arrest by local law enforcement authorities for violation of Section 871.01, Florida Statutes, or other applicable law.

4. EXCEPTIONS. The Board recognizes and may apply all applicable exceptions to Section 286.0114, including those set forth in Section 286.0114(3) and other applicable law. Additionally, the Presiding Officer may alter the procedures set forth in this Public Comment Policy for public hearings and other special proceedings that may require a different procedure under Florida law.

5. SEVERABILITY. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

6. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed. Furthermore, upon its passage this Resolution supersedes any Public Comment Policy previously adopted by the District.

PASSED AND ADOPTED this 24th day of September 2026.

ATTEST:

**HARMONY COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant

Chairperson/Vice Chairperson, Board of
Supervisors



Harmony Community Development District

**Authorization of RFQ for District Engineering, Design,
and Design Criteria Professional Services
under the CCNA**

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR THE HARMONY COMMUNITY DEVELOPMENT DISTRICT**

RFQ for Engineering Services

The Harmony Community Development District (“**District**”), located in Osceola County, Florida, announces that professional engineering services will be required on a continuing basis for construction, reconstruction, maintenance, repair and replacement of the District’s capital improvement plan, including stormwater management system, landscaping improvements, utilities, roadway improvements, sidewalks, recreational amenities, and other public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm selected will act in the general capacity of District Engineer and will provide District engineering services, as required. The Harmony CDD was established in the year 2000 and currently consists of approximately 1,023 acres. The Harmony CDD Board of Supervisors is comprised of five residents of the Harmony CDD.

Any firm or individual (“**Applicant**”) desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement (“**Qualification Statement**”) of its qualifications and past experience on U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant’s professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant’s willingness to meet time and budget requirements; d) the Applicant’s past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with Osceola County, Florida; e) the geographic location of the Applicant’s headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, Florida Statutes (“CCNA”). All applicants interested must submit eight (8) copies of Standard Form No. 330 and Qualification Statement by 5:00 p.m. on November 12, 2026, to the attention of Lynne Mullins, PFM Management Services LLC, 3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817 (“District Manager’s Office”).

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations for a continuing contract. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) calendar hours (excluding Saturdays, Sundays,

and state holidays) after the publication of this Notice. The 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. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00). Additional information and requirements regarding protests are set forth in the District's proposed Rules of Procedure, which are available from the District Manager.

RUN DATE: October 1, 2026

HARMONY COMMUNITY DEVELOPMENT DISTRICT

DISTRICT ENGINEER PROPOSALS

COMPETITIVE SELECTION CRITERIA

1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Consultant's Past Performance (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

3) Geographic Location (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

4) Willingness to Meet Time and Budget Requirements (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

5) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

6) Recent, Current and Projected Workloads (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

7) Volume of Work Previously Awarded to Consultant by District (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.



Harmony Community Development District

Payment Authorization Nos. 041 – 048

HARMONY COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization No. 41

7/24/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
2809872	DoorKing Inc. (HARCDD)	07/19/2026	Harmony CDD	62.95
154534	Dragonfly Pond Works (HARCDD)	06/18/2026	Harmony CDD	5,400.00
004199	LLS Tax Solutions Inc. (HARCDD)	07/16/2026	Harmony CDD	500.00
004200	LLS Tax Solutions Inc. (HARCDD)	07/16/2026	Harmony CDD	500.00
1321926	Wayne Automatic Fire Sprinkler (HARCDD)	06/19/2026	Harmony CDD	2,606.00
Total:				9,068.95

Secretary / Assistant Secretary

Chairman / Vice Chairman

HARMONY COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization No. 42

7/31/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
2026.07.30	Brittany Coronel (HARCDD)	07/30/2026	Harmony CDD	200.00
2026.07.30	Daniel Leet (HARCDD)	07/30/2026	Harmony CDD	200.00
2026.07.30	Juliet Nichols Williams (HARCDD)	07/30/2026	Harmony CDD	200.00
2026.07.30	Lucas Chokanis (HARCDD)	07/30/2026	Harmony CDD	200.00
2026.07.30	Marcela Bartlett (HARCDD)	07/30/2026	Harmony CDD	200.00
1997518072826	Spectrum Business (HARCDD)	07/28/2026	Harmony CDD	120.00
03760-072726	Toho Water Authority (HARCDD)	07/27/2026	Harmony CDD	1,878.90
12210-072726	Toho Water Authority (HARCDD)	07/27/2026	Harmony CDD	1,824.18
19280-072726	Toho Water Authority (HARCDD)	07/27/2026	Harmony CDD	611.83
25108-072726	Toho Water Authority (HARCDD)	07/27/2026	Harmony CDD	2,712.93
33910-072726	Toho Water Authority (HARCDD)	07/27/2026	Harmony CDD	518.50
33920-072726	Toho Water Authority (HARCDD)	07/27/2026	Harmony CDD	956.26
35419-072726	Toho Water Authority (HARCDD)	07/27/2026	Harmony CDD	1,409.56
41279-072726	Toho Water Authority (HARCDD)	07/27/2026	Harmony CDD	1,290.82
44380-072926	Toho Water Authority (HARCDD)	07/29/2026	Harmony CDD	252.33
48250-072726	Toho Water Authority (HARCDD)	07/27/2026	Harmony CDD	4,356.58
48380-072726	Toho Water Authority (HARCDD)	07/27/2026	Harmony CDD	3,587.30
55740-072726	Toho Water Authority (HARCDD)	07/27/2026	Harmony CDD	31.62
62780-072726	Toho Water Authority (HARCDD)	07/27/2026	Harmony CDD	486.28
74910-072726	Toho Water Authority (HARCDD)	07/27/2026	Harmony CDD	93.97
74920-072726	Toho Water Authority (HARCDD)	07/27/2026	Harmony CDD	16.94
74940-072726	Toho Water Authority (HARCDD)	07/27/2026	Harmony CDD	11.63
74950-072726	Toho Water Authority (HARCDD)	07/27/2026	Harmony CDD	86.81
74960-072726	Toho Water Authority (HARCDD)	07/27/2026	Harmony CDD	118.26
74980-072726	Toho Water Authority (HARCDD)	07/27/2026	Harmony CDD	97.55
74990-072726	Toho Water Authority (HARCDD)	07/27/2026	Harmony CDD	141.10
75000-072726	Toho Water Authority (HARCDD)	07/27/2026	Harmony CDD	41.86
84380-072726	Toho Water Authority (HARCDD)	07/27/2026	Harmony CDD	221.77
84390-072726	Toho Water Authority (HARCDD)	07/27/2026	Harmony CDD	1,048.75
84410-072726	Toho Water Authority (HARCDD)	07/27/2026	Harmony CDD	5,585.70
84420-072726	Toho Water Authority (HARCDD)	07/27/2026	Harmony CDD	2,192.39
84430-072726	Toho Water Authority (HARCDD)	07/27/2026	Harmony CDD	766.39
84440-072726	Toho Water Authority (HARCDD)	07/27/2026	Harmony CDD	988.35
85210-072726	Toho Water Authority (HARCDD)	07/27/2026	Harmony CDD	554.71
90300-072726	Toho Water Authority (HARCDD)	07/27/2026	Harmony CDD	70.33
90660-072726	Toho Water Authority (HARCDD)	07/27/2026	Harmony CDD	37.63
90670-072726	Toho Water Authority (HARCDD)	07/27/2026	Harmony CDD	22.69
90680-072726	Toho Water Authority (HARCDD)	07/27/2026	Harmony CDD	11.63
215964	United Land Services (HARCDD)	07/15/2026	Harmony CDD	1,162.69
215969	United Land Services (HARCDD)	07/15/2026	Harmony CDD	1,001.53
215974	United Land Services (HARCDD)	07/15/2026	Harmony CDD	1,466.36
8671	VGlobalTech (HARCDD)	06/30/2026	Harmony CDD	300.00
8699	VGlobalTech (HARCDD)	07/01/2026	Harmony CDD	210.00
Total:				37,286.13

Secretary / Assistant Secretary

Chairman / Vice Chairman

HARMONY COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization No. 43

8/7/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
9628303	Berman Construction LLC (HARCDD)	08/01/2026	Harmony CDD	27,586.20
9628548	Berman Construction LLC (HARCDD)	07/31/2026	Harmony CDD	1,013.91
9628530	Berman Security Agency LLC (HARCDD)	08/01/2026	Harmony CDD	105.00
142976	PFM Management Services LLC (HARCDD)	07/06/2026	Harmony CDD	12,475.61
97500-080626	Spectrum Business (HARCDD)	08/06/2026	Harmony CDD	130.00
330211	Spies Pool LLC (HARCDD)	07/31/2026	Harmony CDD	1,185.00
46710-080626	Toho Water Authority (HARCDD)	08/06/2026	Harmony CDD	31.62
Total:				42,527.34

Secretary / Assistant Secretary

Chairman / Vice Chairman

HARMONY COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization No. 44

8/14/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
2026.08.12	Brittany Coronel (HARCDD)	08/12/2026	Harmony CDD	200.00
2026.08.12	Daniel Leet (HARCDD)	08/12/2026	Harmony CDD	200.00
6360848651	Ecolab Inc. (HARCDD)	08/10/2026	Harmony CDD	4,384.04
2026.08.12	Juliet Nichols Williams (HARCDD)	08/12/2026	Harmony CDD	200.00
3791747	Kutak Rock LLP (HARCDD)	08/11/2026	Harmony CDD	13,364.50
2026.08.12	Lucas Chokanis (HARCDD)	08/12/2026	Harmony CDD	200.00
2026.08.12	Marcela Bartlett (HARCDD)	08/12/2026	Harmony CDD	200.00
F7BA084D-0157	Osceola News-Gazette (HARCDD)	08/13/2026	Harmony CDD	139.98
39921-081326	OUC (HARCDD)	08/13/2026	Harmony CDD	14,911.58
228641	Pegasus Engineering, LLC (HARCDD)	07/31/2026	Harmony CDD	1,224.20
58389-081026	Toho Water Authority (HARCDD)	08/10/2026	Harmony CDD	661.70
218298	United Land Services (HARCDD)	08/01/2026	Harmony CDD	60,782.66
222692	WillyGoat, LLC (HARCDD)	08/07/2026	Harmony CDD	2,326.01
Total:				98,794.67

Secretary / Assistant Secretary

Chairman / Vice Chairman

HARMONY COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization No. 45

8/21/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
876	Bowman and Blair Ecology and D (HARCDD)	08/11/2026	Harmony CDD	2,000.00
I224.092.05	Common Oak Engineering, LLC (HARCDD)	08/17/2026	Harmony CDD	12,913.00
2831923	DoorKing Inc. (HARCDD)	08/19/2026	Harmony CDD	49.95
DM-08-2026-28	PFM Management Services LLC (HARCDD)	08/06/2026	Harmony CDD	5,416.67
OE-EXP-08-2026-20	PFM Management Services LLC (HARCDD)	08/07/2026	Harmony CDD	1,084.37
1614096W460	Waste Connections of Florida (HARCDD)	08/15/2026	Harmony CDD	550.90
Total:				22,014.89

Secretary / Assistant Secretary

Chairman / Vice Chairman

HARMONY COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization No. 46

8/28/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
17302	Almar Enterprise Inc. (HARCDD)	08/25/2026	Harmony CDD	1,800.00
155736	Dragonfly Pond Works (HARCDD)	07/20/2026	Harmony CDD	5,400.00
156772	Dragonfly Pond Works (HARCDD)	08/18/2026	Harmony CDD	5,400.00
1092872	Florida Door Control of Orlando (HARCDD)	08/14/2026	Harmony CDD	475.00
3794022	Kutak Rock LLP (HARCDD)	08/25/2026	Harmony CDD	6,204.50
228690	Pegasus Engineering, LLC (HARCDD)	08/25/2026	Harmony CDD	1,102.50
143539	PFM Management Services LLC (HARCDD)	08/14/2026	Harmony CDD	6,007.38
03760-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	2,007.78
12210-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	2,248.33
19280-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	1,164.16
25108-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	3,022.53
33910-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	672.44
33920-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	1,441.61
35419-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	816.51
41279-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	1,652.02
44380-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	89.53
46710-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	31.62
48250-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	4,932.78
48380-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	2,237.10
55740-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	78.16
62780-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	439.74
74910-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	112.55
74920-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	13.36
74940-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	11.63
74950-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	86.81
74960-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	198.20
74980-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	97.55
74990-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	203.91
75000-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	2,994.53
84380-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	89.31
84390-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	89.31
84410-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	4,476.30
84420-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	2,338.59
84430-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	816.51
84440-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	895.27
85210-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	2,312.03
90300-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	81.16
90660-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	17.71
90670-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	20.20
90680-082626	Toho Water Authority (HARCDD)	08/26/2026	Harmony CDD	11.63
1326962	Wayne Automatic Fire Sprinkler (HARCDD)	07/14/2026	Harmony CDD	965.00

Total: 63,055.25

Secretary / Assistant Secretary

Chairman / Vice Chairman

HARMONY COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization No. 47

9/4/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
9628892	Berman Construction LLC (HARCDD)	09/01/2026	Harmony CDD	27,586.20
INV-00015	BSLN-US-8 Construction Services (HARCDD)	08/04/2026	Harmony CDD	65,648.00
INV-00042	BSLN-US-8 Construction Services (HARCDD)	08/20/2026	Harmony CDD	98,120.00
F7BA084D-0158	Osceola News-Gazette (HARCDD)	09/04/2026	Harmony CDD	65.88
1997518082826	Spectrum Business (HARCDD)	08/28/2026	Harmony CDD	120.00
Total:				191,540.08

Secretary / Assistant Secretary

Chairman / Vice Chairman

HARMONY COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization No. 48

9/11/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
9629283	Berman Security Agency LLC (HARCDD)	09/01/2026	Harmony CDD	105.00
GARDEN-073126	Daniel Heck (HARCDD)	07/31/2026	Harmony CDD	528.58
6361414959	Ecolab Inc. (HARCDD)	09/10/2026	Harmony CDD	4,384.04
1093222	Florida Door Control of Orlando (HARCDD)	09/08/2026	Harmony CDD	3,100.00
1997500090626	Spectrum Business (HARCDD)	09/06/2026	Harmony CDD	130.00
58389-090926	Toho Water Authority (HARCDD)	09/09/2026	Harmony CDD	618.74
222959	United Land Services (HARCDD)	08/31/2026	Harmony CDD	1,358.65
222961	United Land Services (HARCDD)	08/31/2026	Harmony CDD	3,082.38
224400	United Land Services (HARCDD)	09/09/2026	Harmony CDD	60,782.67
Total:				74,090.06

Secretary / Assistant Secretary

Chairman / Vice Chairman



Harmony Community Development District

District Financial Position and Budget to Actual



Harmony CDD

August 2026 Financial Report

August 31, 2026

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



Harmony CDD
Statement of Financial Position
As of 8/31/2026

	General Fund	Debt Service Fund 2014	Debt Service Fund 2015	Long Term Debt Group	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$ 520,617.86				\$ 520,617.86
Restricted Deposit Account - #8909	3,515.52				3,515.52
General Reserve Account - #3607	1,905,960.05				1,905,960.05
Prepaid Expenses	6,409.33				6,409.33
Debt Service Reserve - 2014 Bond		\$ 607,312.50			607,312.50
Revenue - 2014 Bond		834,856.12			834,856.12
Prepayment - 2014 Bond		14,752.53			14,752.53
Debt Service Reserve - 2015 Bond			\$ 340,000.00		340,000.00
Revenue - 2015 Bond			381,399.22		381,399.22
Prepayment - 2015 Bond			209,456.08		209,456.08
Total Current Assets	<u>\$ 2,436,502.76</u>	<u>\$ 1,456,921.15</u>	<u>\$ 930,855.30</u>	<u>\$ -</u>	<u>\$ 4,824,279.21</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$ 2,387,776.45	\$ 2,387,776.45
Amount To Be Provided				7,027,223.55	7,027,223.55
Total Investments	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 9,415,000.00</u>	<u>\$ 9,415,000.00</u>
Total Assets	<u><u>\$ 2,436,502.76</u></u>	<u><u>\$ 1,456,921.15</u></u>	<u><u>\$ 930,855.30</u></u>	<u><u>\$ 9,415,000.00</u></u>	<u><u>\$ 14,239,279.21</u></u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$ 24,189.07				\$ 24,189.07
Deposits Payable	2,750.00				2,750.00
Total Current Liabilities	<u>\$ 26,939.07</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 26,939.07</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$ 9,415,000.00	\$ 9,415,000.00
Total Long Term Liabilities	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 9,415,000.00</u>	<u>\$ 9,415,000.00</u>
Total Liabilities	<u><u>\$ 26,939.07</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 9,415,000.00</u></u>	<u><u>\$ 9,441,939.07</u></u>
<u>Net Assets</u>					
Net Assets, Unrestricted	\$ 272,681.10				\$ 272,681.10
Current Year Net Assets, Unrestricted	(93,505.65)				(93,505.65)
Net Assets - General Government	1,560,112.09				1,560,112.09
Current Year Net Assets - General Government	670,276.15				670,276.15
Net Assets, Unrestricted		\$ 1,416,020.57			1,416,020.57
Current Year Net Assets, Unrestricted		40,900.58			40,900.58
Net Assets, Unrestricted			\$ 830,643.36		830,643.36
Current Year Net Assets, Unrestricted			100,211.94		100,211.94
Total Net Assets	<u><u>\$ 2,409,563.69</u></u>	<u><u>\$ 1,456,921.15</u></u>	<u><u>\$ 930,855.30</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 4,797,340.14</u></u>
Total Liabilities and Net Assets	<u><u>\$ 2,436,502.76</u></u>	<u><u>\$ 1,456,921.15</u></u>	<u><u>\$ 930,855.30</u></u>	<u><u>\$ 9,415,000.00</u></u>	<u><u>\$ 14,239,279.21</u></u>



Harmony CDD
Statement of Activities
As of 8/31/2026

	General Fund	Debt Service Fund 2014	Debt Service Fund 2015	Long Term Debt Group	Total
<u>Revenues</u>					
On-Roll Assessments	\$ 2,952,780.23				\$ 2,952,780.23
Assessment - Refund and Discounts	(93,505.65)				(93,505.65)
Garden Lot	820.00				820.00
Facility Rental Revenue	1,565.00				1,565.00
Other Income & Other Financing Sources	204.94				204.94
On-Roll Assessments - 2014 Bond		\$ 1,184,189.51			1,184,189.51
Assessments - Prepayment		13,071.81			13,071.81
Assessment Refund / Discounts		(37,499.72)			(37,499.72)
On-Roll Assessments - 2015 Bond			\$ 510,771.84		510,771.84
Other Assessments - Prepayment			255,850.55		255,850.55
Assessment Refund / Discounts			(16,174.61)		(16,174.61)
Total Revenues	\$ 2,861,864.52	\$ 1,159,761.60	\$ 750,447.78	\$ -	\$ 4,772,073.90
<u>Expenses</u>					
Supervisor Fees	\$ 9,600.00				\$ 9,600.00
Public Officials' Liability Insurance	4,431.00				4,431.00
Trustee Services	10,526.96				10,526.96
Management	61,083.37				61,083.37
Field Management	337,263.20				337,263.20
Engineering	104,901.96				104,901.96
Assessment Collection Cost	57,107.39				57,107.39
Disclosure Agent	2,200.00				2,200.00
Property Appraiser	1,530.61				1,530.61
District Counsel	57,569.78				57,569.78
Assessment Administration	7,500.00				7,500.00
Audit	4,400.00				4,400.00
Arbitrage Calculation	1,000.00				1,000.00
Tax Preparation	51.36				51.36
Postage & Shipping	1,457.34				1,457.34
Legal Advertising	1,208.73				1,208.73
Miscellaneous / Contingency	30.60				30.60
Meeting Room	2,950.00				2,950.00
Web Site Maintenance	4,140.00				4,140.00
Operating Supplies - Fuel, Oil, etc.	5,062.58				5,062.58
Dues, Licenses, and Fees	175.00				175.00
Security	5,963.85				5,963.85
Security - Wifi	2,792.93				2,792.93
Electric	28,624.26				28,624.26
Refuse Removal	5,334.04				5,334.04
Water-Sewer	279,509.38				279,509.38
R&M - Ponds/Buck, Lake/Drainage	19,166.50				19,166.50
Irrigation Repairs	29,266.15				29,266.15
Amenity - Pool Maintenance	58,883.96				58,883.96
Pool Furniture	21,586.00				21,586.00
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	43,170.11				43,170.11
Pond Maintenance	43,200.00				43,200.00
Landscaping Maintenance & Material	730,591.35				730,591.35
Landscape Improvements	24,209.52				24,209.52



Harmony CDD
Statement of Activities
As of 8/31/2026

	General Fund	Debt Service Fund 2014	Debt Service Fund 2015	Long Term Debt Group	Total
Tree Trimming	3,805.00				3,805.00
Miscellaneous / Contingency	29,694.05				29,694.05
Parks & Facilities	65,027.57				65,027.57
Garden Lot Expenses	601.04				601.04
Invasive Plant Maintenance	83,167.50				83,167.50
Mulch	77,600.00				77,600.00
Annuals	10,500.00				10,500.00
Streetlights	111,297.88				111,297.88
Sidewalk Panel Repair & Replacements	11,119.00				11,119.00
Collection Agent - 2014 Bond		\$ 22,902.47			22,902.47
Principal Payments - 2014 Bond		810,000.00			810,000.00
Interest Payments - 2014 Bond		342,037.50			342,037.50
Collection Agent - 2015 Bond			\$ 9,878.44		9,878.44
Principal Payments - 2015 Bond			460,000.00		460,000.00
Interest Payments - 2015 bond			209,740.63		209,740.63
Total Expenses	\$ 2,384,885.86	\$ 1,174,939.97	\$ 679,619.07	\$ -	\$ 4,239,444.90
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$ 99,791.84				\$ 99,791.84
Interest Income		\$ 56,078.95			56,078.95
Interest Income			\$ 29,383.23		29,383.23
Total Other Revenues (Expenses) & Gains (Losses)	\$ 99,791.84	\$ 56,078.95	\$ 29,383.23	\$ -	\$ 185,254.02
Change In Net Assets	\$ 576,770.50	\$ 40,900.58	\$ 100,211.94	\$ -	\$ 717,883.02
Net Assets At Beginning Of Year	\$ 1,832,793.19	\$ 1,416,020.57	\$ 830,643.36	\$ -	\$ 4,079,457.12
Net Assets At End Of Year	\$ 2,409,563.69	\$ 1,456,921.15	\$ 930,855.30	\$ -	\$ 4,797,340.14



Harmony CDD
Budget to Actual
For the Month Ending 08/31/2026

	YTD Actual	YTD Budget	YTD Variance	FY 2026 Adopted Budget	Percentage Spent
<u>Revenues</u>					
On-Roll Assessments	\$ 2,952,780.23	\$ 2,700,968.42	\$ 251,811.81	\$ 2,946,511.00	100.21%
Assessment - Refund and Discounts	(93,505.65)	(108,038.33)	14,532.68	(117,860.00)	79.34%
Facility Rental Revenue	1,565.00	-	1,565.00	-	0.00%
Garden Lot	820.00	-	820.00	-	0.00%
Other Income and Other Financing Sources	204.94	-	204.94	-	0.00%
Net Revenues	\$ 2,861,864.52	\$ 2,592,930.08	\$ 268,934.44	\$ 2,828,651.00	101.17%
<u>Expenditures</u>					
<u>Administrative Expenses</u>					
Supervisor Fees	\$ 9,600.00	\$ 12,833.33	\$ (3,233.33)	\$ 14,000.00	68.57%
FICA Expense	-	982.67	(982.67)	1,072.00	0.00%
Trustee Services	10,526.96	9,166.67	1,360.29	10,000.00	105.27%
Management	61,083.37	59,583.33	1,500.04	65,000.00	93.97%
Engineering	104,901.96	68,750.00	36,151.96	75,000.00	139.87%
Assessment Collection Cost	57,107.39	54,019.17	3,088.22	58,930.00	96.91%
Disclosure Agent	2,200.00	2,016.67	183.33	2,200.00	100.00%
Property Appraiser	1,530.61	916.67	613.94	1,000.00	153.06%
District Counsel	57,569.78	68,750.00	(11,180.22)	75,000.00	76.76%
Recording Secretary	-	1,833.33	(1,833.33)	2,000.00	0.00%
Audit	4,400.00	4,583.33	(183.33)	5,000.00	88.00%
Arbitrage Calculation	1,000.00	1,375.00	(375.00)	1,500.00	66.67%
Postage & Shipping	1,457.34	916.67	540.67	1,000.00	145.73%
Legal Advertising	1,208.73	1,100.00	108.73	1,200.00	100.73%
Special Assessment Fees	7,500.00	8,341.67	(841.67)	9,100.00	82.42%
Tax Preparation	51.36	-	51.36	-	0.00%
Miscellaneous / Contingency	30.60	-	30.60	-	0.00%
Meeting Room	2,950.00	4,583.33	(1,633.33)	5,000.00	59.00%
Dues, Licenses, and Fees	175.00	160.42	14.58	175.00	100.00%
Website Maintenance	4,140.00	-	4,140.00	-	0.00%
Total Administrative Expenses	\$ 327,433.10	\$ 299,912.25	\$ 27,520.85	\$ 327,177.00	100.08%
<u>Field Expenses</u>					
Field Management	\$ 337,263.20	\$ 303,448.75	\$ 33,814.45	\$ 331,035.00	101.88%
Total Field Expenses	\$ 337,263.20	\$ 303,448.75	\$ 33,814.45	\$ 331,035.00	101.88%
<u>Security Expenses</u>					
Security	\$ 5,963.85	\$ 27,500.00	\$ (21,536.15)	\$ 30,000.00	19.88%
Security - Wifi	2,792.93	5,500.00	(2,707.07)	6,000.00	46.55%
Total Security Expenses	\$ 8,756.78	\$ 33,000.00	\$ (24,243.22)	\$ 36,000.00	24.32%
<u>Utility Expenses</u>					
Electric	\$ 28,624.26	\$ 39,416.67	\$ (10,792.41)	\$ 43,000.00	66.57%
Refuse Removal	5,334.04	3,666.67	1,667.37	4,000.00	133.35%
Water-Sewer	279,509.38	206,250.00	73,259.38	225,000.00	124.23%
Streetlights	111,297.88	146,666.67	(35,368.79)	160,000.00	69.56%
Repair & Maintenance - Streetlights	-	9,166.67	(9,166.67)	10,000.00	0.00%
Total Utility Expenses	\$ 424,765.56	\$ 405,166.67	\$ 19,598.89	\$ 442,000.00	96.10%
<u>Landscaping and Irrigation Expenses</u>					
Landscaping Maintenance & Material	\$ 730,591.35	\$ 684,192.67	\$ 46,398.68	\$ 746,392.00	97.88%
Landscaping Improvements	24,209.52	-	24,209.52	-	0.00%
Tree Trimming	3,805.00	36,666.67	(32,861.67)	40,000.00	9.51%
Parks & Facilities	65,027.57	50,416.67	14,610.90	55,000.00	118.23%
Garden Lot Expenses	601.04	1,833.33	(1,232.29)	2,000.00	30.05%



Harmony CDD
Budget to Actual
For the Month Ending 08/31/2026

	YTD Actual	YTD Budget	YTD Variance	FY 2026 Adopted Budget	Percentage Spent
Invasive Plant Maintenance	83,167.50	45,833.33	37,334.17	50,000.00	166.34%
Mulch	77,600.00	70,901.42	6,698.58	77,347.00	100.33%
Annuals	10,500.00	12,833.33	(2,333.33)	14,000.00	75.00%
Irrigation	29,266.15	27,500.00	1,766.15	30,000.00	97.55%
Total Landscaping & Irrigation Expenses	\$ 1,024,768.13	\$ 266,184.75	\$ 94,590.71	\$ 1,014,739.00	100.99%
<u>General Expenses</u>					
Pond Maintenance	\$ 43,200.00	\$ -	\$ 43,200.00	\$ -	0.00%
R&M - Ponds/Buck, Lake/Drainage	19,166.50	45,833.33	(26,666.83)	50,000.00	38.33%
Amenity - Pool Maintenance	58,883.96	55,000.00	3,883.96	60,000.00	98.14%
Amenity - Pool Furniture	21,586.00	-	21,586.00	-	0.00%
Repair & Maintenance - Vehicles	2,195.89	13,750.00	(11,554.11)	15,000.00	14.64%
Repair & Maintenance - Equipment etc	43,170.11	9,166.67	34,003.44	10,000.00	431.70%
Roads & Alleyway	-	9,166.67	(9,166.67)	10,000.00	0.00%
Sidewalk Panel Repair & Replacements	11,119.00	137,500.00	(126,381.00)	150,000.00	7.41%
Operating Supplies - Fuel, Oil, etc.	5,062.58	7,333.33	(2,270.75)	8,000.00	63.28%
Transfer to Reserve	280,000.00	256,666.67	23,333.33	280,000.00	100.00%
Capital Outlay - Vehicles	-	13,750.00	(13,750.00)	15,000.00	0.00%
Miscellaneous / Contingency	29,694.05	45,833.33	(16,139.28)	50,000.00	59.39%
Total General Expenses	\$ 514,078.09	\$ 594,000.00	\$ (79,921.91)	\$ 648,000.00	79.33%
<u>Insurance Expenses</u>					
General Liability Insurance	\$ 5,489.00	\$ 27,225.00	\$ (21,736.00)	\$ 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%
Total Insurance Expenses	\$ 27,821.00	\$ 27,225.00	\$ 596.00	\$ 29,700.00	93.67%
Total Expenditures	\$ 2,664,885.86	\$ -	\$ 71,955.78	\$ 2,828,651.00	94.21%
Income (Loss) from Operations	\$ 196,978.66	\$ -	\$ 196,978.66	\$ -	
<u>Other Income (Expense)</u>					
Interest Income	\$ 99,791.84	\$ -	\$ 99,791.84	\$ -	
Total Other Income (Expense)	\$ 99,791.84	\$ -	\$ 99,791.84	\$ -	
Net Income (Loss)	\$ 296,770.50	\$ -	\$ 296,770.50	\$ -	

HARMONY CDD UTILITY TRACKER

Utility Company	Account #	Meter #	Service Address	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Total
OUC	9899239921	5CR94075/ SCM11458	6917 BEAR GRASS RD	\$ 24.91	\$ 25.05	\$ 24.79	\$ 24.91	\$ 24.91	\$ 24.91	\$ 24.91	\$ 24.91	\$ 24.91	\$ 24.91	\$ 24.91	\$	274.03
OUC	9899239921	5CR94331/ SCM11507	3300 BLOCK EVEN SCHOOL HOUSE RD	\$ 24.91	\$ 25.05	\$ 24.79	\$ 25.05	\$ 24.91	\$ 24.79	\$ 24.91	\$ 24.91	\$ 24.91	\$ 24.91	\$ 25.05	\$	274.19
OUC	9899239921	5CM10666	6900 BLOCK ODD FIVE OAKS DR	\$ 24.27	\$ 24.27	\$ 24.40	\$ 24.27	\$ 24.40	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.40	\$ 24.27	\$ 24.40	\$	267.49
OUC	9899239921	5CR94088/ SCM11509	3200 BLOCK ODD SCHOOL HOUSE RD	\$ 24.91	\$ 25.05	\$ 24.91	\$ 24.91	\$ 25.05	\$ 24.91	\$ 24.91	\$ 25.05	\$ 25.05	\$ 24.91	\$ 25.05	\$	274.71
OUC	9899239921	5CR96198/ SCM11270	3319 BRACKEN FERN DR	\$ 25.30	\$ 25.56	\$ 25.56	\$ 25.81	\$ 25.81	\$ 25.56	\$ 25.69	\$ 25.69	\$ 25.81	\$ 25.69	\$ 25.69	\$	282.17
OUC	9899239921	5CR94288/ SCM11269	3338 BRACKEN FERN DR	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.40	\$ 24.27	\$ 24.27	\$ 24.27	\$	267.10
OUC	9899239921	5CR95104/ SCM11268	7014 BUTTON BUSH LP	\$ 25.30	\$ 25.56	\$ 25.30	\$ 25.56	\$ 25.44	\$ 25.44	\$ 25.30	\$ 25.44	\$ 25.44	\$ 24.79	\$ 24.40	\$	277.97
OUC	9899239921	5CR94329/ SCM11460	7034 BUTTON BUSH LP	\$ 24.66	\$ 24.66	\$ 24.66	\$ 24.66	\$ 24.66	\$ 24.52	\$ 24.66	\$ 24.66	\$ 24.66	\$ 24.66	\$ 24.66	\$	271.12
OUC	9899239921	5CR98446/ SCM11267	3340 CAT BRIER TRL PETPK	\$ 24.91	\$ 25.05	\$ 24.91	\$ 25.05	\$ 24.91	\$ 25.05	\$ 25.05	\$ 25.05	\$ 25.05	\$ 25.05	\$ 25.05	\$	275.13
OUC	9899239921	6CD24560	34001 FEATHERGRASS CT	\$ 25.30	\$ 25.44	\$ 25.30	\$ 25.30	\$ 25.30	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.27	\$	272.26
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	\$ 1,421.38	\$ 1,481.55	\$ 754.27	\$ 710.16	\$	15,856.12
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	\$ 190.04	\$ 201.64	\$ 190.92	\$ 197.84	\$	1,390.22
OUC	9899239921	5ZR21669	7600 FIVE OAKS DR IRG	\$ 33.06	\$ 34.35	\$ 32.67	\$ 33.70	\$ 33.96	\$ 32.67	\$ 33.31	\$ 33.45	\$ 33.84	\$ 33.45	\$ 33.84	\$	368.30
OUC	9899239921	6CD46493	75501 Five Oaks Dr	\$ 24.27	\$ 24.40	\$ 24.27	\$ 24.40	\$ 24.27	\$ 24.40	\$ 24.27	\$ 24.40	\$ 24.27	\$ 24.40	\$ 24.40	\$	267.75
OUC	9899239921	5CR88761/ SCM11415	7124 HARMONY SQ DRIVE S POOL	\$ 470.99	\$ 510.28	\$ 419.29	\$ 140.21	\$ 570.64	\$ 249.57	\$ 463.22	\$ 498.78	\$ 545.84	\$ 524.38	\$ 560.31	\$	4,953.51
OUC	9899239921	5CD97805	6900 E IRLO BRONSON MEMORIAL HWY ODD	\$ 24.40	\$ 33.84	\$ 68.60	\$ 60.58	\$ 35.00	\$ 32.92	\$ 33.06	\$ 32.67	\$ 32.92	\$ 32.53	\$ 33.19	\$	419.71
OUC	9899239921	5ZR21255	7000 E IRLO BRONSON MEM. HWY UPL	\$ 55.41	\$ 59.68	\$ 54.38	\$ 57.88	\$ 58.91	\$ 54.38	\$ 56.58	\$ 56.46	\$ 58.39	\$ 56.46	\$ 58.52	\$	627.05
OUC	9899239921	5CM11116	7252 E. IRLO BRONSON MEM. HWY PK	\$ 24.91	\$ 25.05	\$ 24.79	\$ 24.91	\$ 25.05	\$ 24.79	\$ 24.91	\$ 24.91	\$ 24.91	\$ 24.91	\$ 24.91	\$	274.05
OUC	9899239921	5CD97826	7255 E. IRLO BRONSON MEM. HWY ENTL	\$ 94.84	\$ 105.05	\$ 79.72	\$ 71.32	\$ 70.68	\$ 63.05	\$ 64.08	\$ 61.11	\$ 58.52	\$ 36.68	\$ 35.25	\$	740.30
OUC	9899239921	5CM11118	7255 E. IRLO BRONSON MEM. HWY TCTR	\$ 26.07	\$ 27.24	\$ 26.59	\$ 31.90	\$ 27.63	\$ 25.81	\$ 26.33	\$ 25.94	\$ 26.07	\$ 26.07	\$ 26.59	\$	296.24
OUC	9899239921	5CR95090	3300 POND PINE RD	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.27	\$ 24.40	\$ 24.27	\$ 24.27	\$ 24.27	\$	267.10
OUC	9899239921	5CR98422/ SCM11508	3306 PRIMROSE WILLOW DR	\$ 24.40	\$ 24.27	\$ 24.40	\$ 24.40	\$ 24.40	\$ 24.27	\$ 24.40	\$ 24.27	\$ 24.40	\$ 24.27	\$ 24.40	\$	267.88
OUC	9899239921	5CR97294/ SCM11459	3317 PRIMROSE WILLOW DR	\$ 25.56	\$ 26.07	\$ 26.20	\$ 26.59	\$ 26.59	\$ 26.33	\$ 26.33	\$ 26.46	\$ 26.59	\$ 26.20	\$ 25.69	\$	288.61
OUC	9899239921	5CR94090/ SCM11456	3300 SCHOOL HOUSE RD E1	\$ 213.76	\$ 176.92	\$ 27.11	\$ 197.22	\$ 245.17	\$ 220.74	\$ 227.72	\$ 225.79	\$ 278.52	\$ 163.48	\$ 244.39	\$	2,220.82
OUC	9899239921	5CR94089/ SCM11457	3300 SCHOOL HOUSE RD E2	\$ 30.60	\$ 30.99	\$ 29.83	\$ 30.99	\$ 31.90	\$ 90.83	\$ 30.21	\$ 30.73	\$ 30.99	\$ 30.99	\$ 31.76	\$	399.82
OUC	9899239921	5CR94091/ SCM11455	3300 SCHOOL HOUSE RD E3	\$ 39.13	\$ 43.14	\$ 39.52	\$ 39.38	\$ 47.92	\$ 50.89	\$ 37.58	\$ 38.74	\$ 44.05	\$ 40.94	\$ 41.08	\$	462.37
OUC	9899239921	MAINTENANCE	Neighborhood 01/O CRISPIN CIR	\$ 293.13	\$ 307.56	\$ 289.52	\$ 305.84	\$ 309.45	\$ 295.02	\$ 302.23	\$ 302.23	\$ 309.45	\$ 302.23	\$ 309.45	\$	3,326.11
OUC	9899239921	MAINTENANCE	Neighborhood I/O CRISPIN CIR	\$ 491.87	\$ 516.79	\$ 485.64	\$ 513.83	\$ 520.07	\$ 495.14	\$ 507.60	\$ 507.60	\$ 520.07	\$ 507.60	\$ 520.07	\$	5,586.28
OUC	9899239921	MAINTENANCE	Neighborhood I/O CRISPIN CIR	\$ 719.50	\$ 754.91	\$ 710.64	\$ 750.70	\$ 759.56	\$ 724.14	\$ 741.84	\$ 741.84	\$ 759.56	\$ 741.84	\$ 759.56	\$	8,164.09
OUC	9899239921	MAINTENANCE	Neighborhood H2/O CRISPIN CIR	\$ 255.91	\$ 269.95	\$ 252.41	\$ 267.42	\$ 270.94	\$ 256.91	\$ 263.91	\$ 263.91	\$ 270.94	\$ 263.91	\$ 270.94	\$	2,907.15
OUC	9899239921	MAINTENANCE	Harmony Trak K/O OXBOW CT	\$ 500.48	\$ 514.87	\$ 496.88	\$ 519.77	\$ 523.37	\$ 508.97	\$ 516.18	\$ 516.18	\$ 523.37	\$ 516.18	\$ 523.37	\$	5,659.62
OUC	9899239921	MAINTENANCE	North Lakes of Harmony/O FIVE OAKS DR	\$ 133.70	\$ 136.27	\$ 133.08	\$ 138.42	\$ 139.04	\$ 136.51	\$ 137.76	\$ 137.76	\$ 139.04	\$ 137.76	\$ 1,523.22	\$	2,892.56
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	\$ 590.97	\$ 603.31	\$ 590.97	\$ 603.31	\$	6,496.87
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	\$ 214.90	\$ 219.39	\$ 214.90	\$ 219.39	\$	2,362.50
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	\$ 967.04	\$ 987.23	\$ 967.04	\$ 987.23	\$	10,631.23
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	\$ 399.06	\$ 407.13	\$ 399.06	\$ 407.13	\$	4,385.00
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	\$ 666.18	\$ 680.09	\$ 666.18	\$ 680.09	\$	7,323.70
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	\$ 376.08	\$ 383.93	\$ 376.08	\$ 383.93	\$	4,134.41
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	\$ 891.83	\$ 910.45	\$ 891.83	\$ 910.45	\$	9,804.37
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	\$ 2,611.01	\$ 2,665.53	\$ 2,611.01	\$ 2,665.53	\$	28,704.36
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	\$ 816.62	\$ 833.67	\$ 816.62	\$ 833.67	\$	8,977.52
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	\$ 677.72	\$ 694.87	\$ 677.72	\$ 694.87	\$	7,462.00
OUC	9899239921	MAINTENANCE	Neighborhood F/O SCHOOLHOUSE RD	\$ 261.93	\$ 272.06	\$ 259.40	\$ 272.50	\$ 275.02	\$ 264.90	\$ 269.96	\$ 269.96	\$ 275.02	\$ 269.96	\$ 275.02	\$	2,965.73
	001-053-1000-43-01															
	001-054-1000-43-02															
				</												

HARMONY CDD UTILITY TRACKER

Utility Company	Account #	Meter #	Service Address	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Total	
Toho Water	001525420-000846710	79251773	0 HARMONY SQ DR & 192	\$ 27.57	\$ 28.49	\$ 31.62	\$ 31.62	\$ 31.62	\$ 31.62	\$ 31.62	\$ 31.62	\$ 31.62	\$ 31.62	\$ 31.62	\$	340.64	
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	\$ 2,574.58	\$ 1,757.58	\$ 31.62	\$ 78.16	\$	12,276.89	
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	\$ 1,832.36	\$ 1,903.96	\$ 1,878.90	\$ 2,007.78	\$	20,893.39	
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	\$ 1,187.56	\$ 1,164.72	\$ 518.50	\$ 672.44	\$	9,174.46	
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	\$ 933.42	\$ 1,013.36	\$ 956.26	\$ 1,441.61	\$	10,541.13	
Toho Water	001525420-000944380	72940814 / 21072585	7124 S HARMONY SQUARE DRIVE POOLCBNA	\$ 502.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 252.33	\$ 89.53	\$	844.56	
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	\$ 3,324.58	\$ 1,349.29	\$ 4,356.58	\$ 4,932.78	\$	32,279.14	
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	\$ 2,606.90	\$ 2,667.10	\$ 3,587.30	\$ 2,237.10	\$	28,091.04	
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	\$ 1,715.33	\$ 3,203.13	\$ 2,712.93	\$ 3,022.53	\$	10,928.49	
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	\$ 461.22	\$ 525.66	\$ 486.28	\$ 439.74	\$	6,094.13	
Toho Water	001525420-033035419	79643233	7500 A EVEN FIVE OAKS DRIVE	\$ -	\$ -	\$ 565.04	\$ 192.72	\$ (270.42)	\$ 115.62	\$ 371.72	\$ 378.88	\$ 325.18	\$ 1,409.56	\$ 816.51	\$	3,904.81	
Toho Water	001525420-033058389	16006524	3400 EVEN FEATHER GRASS COURT	\$ 27.57	\$ 92.48	\$ 207.04	\$ 214.20	\$ 203.46	\$ 192.72	\$ 181.98	\$ 260.74	\$ 579.36	\$ 579.36	\$ 661.70	\$ 618.74	\$	3,819.35
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	\$ 1,411.22	\$ 1,402.62	\$ 1,290.82	\$ 1,652.02	\$	15,601.77	
TOTAL TOHO WATER				\$ 25,734.23	\$ 29,236.07	\$ 23,252.63	\$ 30,021.95	\$ 16,919.74	\$ 24,230.98	\$ 32,648.63	\$ 32,967.40	\$ 31,022.00	\$ 32,636.53	\$ 36,362.57	\$ 618.74	\$ 315,651.47	
Waste Connections	6460-126957	N/A	7350 FIVE OAKS DR	\$ 426.54	\$ 51.16	\$ 426.54	\$ 477.70	\$ 477.70	\$ 477.70	\$ 477.70	\$ 496.80	\$ 496.80	\$ 496.80	\$ 550.90	\$	4,856.34	
TOTAL WASTE CONNECTIONS				\$ 426.54	\$ 51.16	\$ 426.54	\$ 477.70	\$ 477.70	\$ 477.70	\$ 477.70	\$ 496.80	\$ 496.80	\$ 496.80	\$ 550.90	\$ -	\$ 4,856.34	
Updated by MM: 9/10/2026 8:41 AM																\$ -	

Harmony Community Development District

Board of Supervisors — Financial Summary Report

Fiscal Year 2026 | Through August 31, 2026 (11 of 12 months complete)

DISTRICT SNAPSHOT

\$2,436,503 Cash on Hand General Fund (checking + reserve)	\$2,861,865 Revenue Collected 101% of annual budget	\$296,771 Net Income After all expenses + interest	\$2,664,886 Total Expenditures 94% of annual budget spent
---	--	---	--

The district's fiscal year runs October 1, 2025 – September 30, 2026. With one month remaining, revenues have fully met the annual budget and the district is carrying a positive net income position, supported in part by \$99,792 in unbudgeted interest income earned on reserve fund balances.

BUDGET VS. ACTUAL — GENERAL FUND EXPENDITURES

Category	YTD Actual	Annual Budget	Variance	% Spent
Administrative Expenses	\$327,433	\$327,177	+\$256	100%
Field Management	\$337,263	\$331,035	+\$6,228	102%
Security	\$8,757	\$36,000	-\$27,243	24%
Utilities	\$424,766	\$442,000	+\$19,599	96%
Landscaping & Irrigation	\$1,024,768	\$1,014,739	+\$10,029	101%
General Expenses	\$514,078	\$648,000	-\$79,922	79%
Insurance	\$27,821	\$29,700	-\$596	94%
TOTAL EXPENDITURES	\$2,664,886	\$2,828,651	-\$163,765	94%

Percentages over 92% with one month remaining may require board attention or budget amendment. Items in orange are over their annual adopted budget.

ITEMS REQUIRING BOARD ATTENTION

⚠ Overspending

- Engineering at 140% of budget (\$104,902 spent vs. \$75,000 budgeted). With one month left in the fiscal year.
- Water/Sewer at 124% of budget (\$279,509 vs. \$225,000 budgeted). Likely driven by irrigation demands.
- Invasive Plant Maintenance at 166% of budget (\$83,168 vs. \$50,000 budgeted). Additional treatments required beyond original scope.
- Repair & Maintenance – Equipment at 432% of budget (\$43,170 vs. \$10,000 budgeted).
- Refuse Removal at 133% of budget (\$5,334 vs. \$4,000 budgeted).

📋 Unbudgeted expenditures

- Pond Maintenance — \$43,200 - new contract started in 2026.
- Pool Furniture — \$21,586 charged outside of budget.
- Landscaping Improvements — \$24,210 was not budgeted for.
- Website Maintenance — \$4,140 was not budgeted for.

↓ Significantly under budget — explanation may be warranted

- Security at only 24% of budget (\$8,757 of \$36,000).
- Sidewalk Panel Repair & Replacements at 7% of budget (\$11,119 of \$150,000). First payment was issued in September for over \$160,000.00

POSITIVE FINANCIAL HIGHLIGHTS

- Assessments collected exceed budget — 100.2% of the annual levy received (\$2,952,780 vs. \$2,946,511 budgeted).
- Interest income of \$99,792 from reserve funds — this was not budgeted and represents unplanned additional revenue for the district.
- District Counsel under budget at 77% (\$57,570 of \$75,000) several invoices were paid in September.
- General reserve account holds \$1,905,960 — a healthy balance for unforeseen future expenditures.
- Net assets across all funds grew by \$717,883 this fiscal year.
- Both bond debt service payments (2014 and 2015 bonds) are current with adequate reserves on hand.

UTILITY SPENDING SUMMARY (YEAR-TO-DATE)

Utility	YTD Actual	Annual Budget	Remaining	% Used
OUC (Electric)	\$28,624	\$43,000	\$14,376	67%
Water / Sewer (Toho Water)	\$279,509	\$225,000	(\$54,509)	124%
Streetlights (OUC)	\$111,298	\$160,000	\$48,702	70%
Refuse Removal	\$5,334	\$4,000	(\$1,334)	133%
R&M – Streetlights	\$0	\$10,000	\$10,000	0%

Water/sewer is the largest utility concern, running \$54,509 over budget year-to-date. The Toho Water utility tracker (attached in the full financial report) shows usage across 40+ individual meters.

BOND DEBT SERVICE STATUS

2014 Bond — Principal paid this year \$810,000 Interest paid: \$342,038 · Collection agent: \$22,902	2015 Bond — Principal paid this year \$460,000 Interest paid: \$209,741 · Collection agent: \$9,878
Total bonds outstanding (long-term) \$9,415,000 Remaining balance on both bond series	Funds held for debt service \$2,387,776 Held in restricted reserve & revenue accounts

Both bond series are current. Reserve accounts for each bond are being maintained at required levels. Prepayment activity for the 2015 bond (\$255,851) indicates some property owners have paid off their assessments early, which reduces future revenue but is offset by the corresponding debt reduction.

Glossary of Terms

YTD (Year-to-Date): The cumulative total from the start of the fiscal year (October 1, 2025) through August 31, 2026 — representing 11 of 12 months.

Adopted Budget: The spending plan formally approved by the board at the beginning of the fiscal year.

General Fund: The main operating account that covers day-to-day expenses like landscaping, utilities, management, and administration.

Debt Service Fund: A separate, restricted account used solely to make bond principal and interest payments. Money here cannot be used for operations.

Net Assets: What the district owns (assets) minus what it owes (liabilities). An increase means the district's financial position improved.

Assessment: The annual charge collected from property owners within the CDD to fund operations and bond payments.

Reserve Account: Funds set aside for future large expenses or emergencies, not for everyday spending.

This summary is prepared by PFM Management Services LLC for informational purposes for the Harmony CDD Board of Supervisors. It is based on financial data through August 31, 2026. The complete financial statements, utility tracker, and supporting schedules are contained in the full monthly financial report. This document is intended to supplement, not replace, the full report.



Harmony Community Development District

**Proposals from ULS
(Ratification)**

**ADDITIONAL SERVICES ORDER NO. 246266
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES**

THIS ADDITIONAL SERVICES ORDER (the “**ASO**”), dated August 27, 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. **246266**, dated **August 27, 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 **One Thousand Three Hundred Fifty Eight Dollars and Sixty Five Cents (\$1,358.65)** 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**

DocuSigned by:

Lynne Mullins

24EC01824C224B8...
Secretary/Assistant Secretary

Signed by:

D

00EB4E4D6FAD4C3...
Chairperson/Vice Chair, Board of Supervisors

WITNESS:

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

Signed by:

Blake Firth

4E0CEE84CF0C409...
Name: Blake Firth

Address: 3501 Quadrangle Blvd., Suite 270

Signed by:

Nick Lomasney

C4D34E00292194F9...
By: Nick Lomasney

Its: Operations manager

Exhibit A: Scope of Additional Services



12276 San Jose Blvd.
Suite 747
Jacksonville, FL 32223

Invoice 222959

Date	PO#
08/31/26	
Due Date	Terms
9/30/26	Net 30

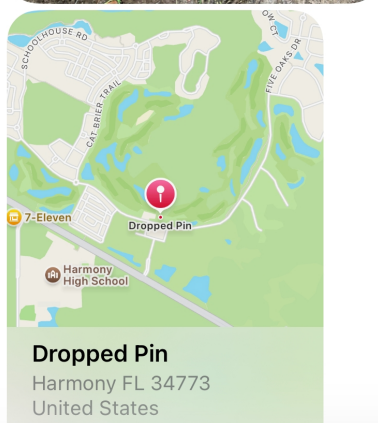
BILL TO
Harmony CDD
PFM Group Consulting 3501 Quadrangle Boulevard suite 270 Orlando, FL 32817

Property Address
Harmony CDD 3500 Harmony Sq Dr W Harmony, 34773

Item	Amount
------	--------

Job #246266 - 4" mainline repair 8/27/2026

Photos of break and location



Irrigation Repair				\$1,358.65
Labor Repair 2 techs	15.00 Hrs	\$65.00	\$975.00	
4" MainLine parts	1.00 ea	\$383.65	\$383.65	

Thank you for your business.

REMIT PAYMENT TO:
United Land Services
12276 San Jose Blvd Suite 747
Jacksonville FL 32223

Subtotal	\$1,358.65
Sales Tax	\$0.00
Total	\$1,358.65
Credits/Payments	(\$0.00)
Balance Due	\$1,358.65

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ADDITIONAL SERVICES ORDER NO. 247760
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

THIS ADDITIONAL SERVICES ORDER (the “**ASO**”), dated August 31, 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. **247760**, dated **August 31, 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 Eighty Two Dollars and Thirty Eight Cents (\$3,082.38)** 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**

DocuSigned by:

24EC01824C224B8...
Secretary/Assistant Secretary

Signed by:

00EB4E4D6FAD4C3...
Chairperson/Vice Chair, Board of Supervisors

WITNESS:

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

Signed by:

4E0CEE4CF0C409...
Name: Blake Firth
Address: 3501 Quadrangle Blvd., Suite 270


By: Nick Lomasney
Its: Area Operations Manager

Exhibit A: Scope of Additional Services



12276 San Jose Blvd.
Suite 747
Jacksonville, FL 32223

Invoice 222961

Date	PO#
08/31/26	
Due Date	Terms
9/30/26	Net 30

BILL TO
Harmony CDD
PFM Group Consulting 3501 Quadrangle Boulevard suite 270 Orlando, FL 32817

Property Address
Harmony CDD 3500 Harmony Sq Dr W Harmony, 34773

Item	Amount
------	--------

Job #247760 - 2" Valve Replacement 8/31/2026

2" Valve Replacements located on clocks 5,6,7, & 8

Irrigation Repair				\$2,992.60
Valve - In-operative/Replaced (2" PEB)	5.00 ea	\$598.52	\$2,992.60	

Job Fuel Surcharge **\$89.78**

Thank you for your business.

REMIT PAYMENT TO:
United Land Services
12276 San Jose Blvd Suite 747
Jacksonville FL 32223

Subtotal	\$3,082.38
Sales Tax	\$0.00
Total	\$3,082.38
Credits/Payments	(\$0.00)
Balance Due	\$3,082.38

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ADDITIONAL SERVICES ORDER NO. 250136
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

THIS ADDITIONAL SERVICES ORDER (the “**ASO**”), dated September 8, 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. **250136**, dated **September 8, 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 **Two Thousand Two Hundred Ninety Seven Dollars and Twenty Five (\$2,297.25)** 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: _____
Address: _____

By: _____
Its: _____

Exhibit A: Scope of Additional Services

**Proposal #250136**

Date: 9/8/2026

PO #

Stephen Lasenna

Customer:

PFM Group Consulting

Property:Harmony CDD
3500 Harmony Sq Dr W
Harmony, 34773**Clock replacement #13 and #15**

2 controllers are not working and need to be replaced. Controller #13 Hunter 15 zones Pro C and # 15 Hunter 22 zones Pro C

Fuel Surcharge: The company reserves the right to apply a fuel surcharge or adjust existing fuel surcharges at any time due to fluctuations in fuel prices, transportation costs, or related operating expenses. Any such surcharge shall be added as a separate line item and is payable under the same terms as the underlying services

Repairs Proposed**\$2,297.25**

Items	Quantity	Unit	Price/Unit	Price
Irrigation Repair				\$2,297.25
Wireless Rain Sensor	2.00	ea	\$230.69	\$461.37
4 zone controller installed	2.00	ea	\$475.00	\$950.00
Module 16 sta	1.00	ea	\$396.73	\$396.73
Module 9 sta	1.00	ea	\$324.30	\$324.30
Module 3 sta	2.00	ea	\$82.43	\$164.85
PROJECT TOTAL:				\$2,297.25

Terms & Conditions

By _____

Stephen Lasenna

Date 9/8/2026

United Land Services

By _____

Date _____

Harmony CDD

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ADDITIONAL SERVICES ORDER NO. 250219
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

THIS ADDITIONAL SERVICES ORDER (the “**ASO**”), dated September 8, 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. **250219**, dated **September 8, 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 **One Thousand Three Hundred Fifty Four Dollars and Twenty Eight (\$1,354.28)** 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: _____
Address: _____

By: _____
Its: _____

Exhibit A: Scope of Additional Services

**Proposal #250219**

Date: 9/8/2026

PO #

Stephen Lasenna

Customer:

PFM Group Consulting

Property:Harmony CDD
3500 Harmony Sq Dr W
Harmony, 34773**4" main line leak (Clock #4)**

Fuel Surcharge: The company reserves the right to apply a fuel surcharge or adjust existing fuel surcharges at any time due to fluctuations in fuel prices, transportation costs, or related operating expenses. Any such surcharge shall be added as a separate line item and is payable under the same terms as the underlying services

Repairs Proposed**\$1,354.28**

Items	Quantity	Unit	Price/Unit	Price
Irrigation Repair				\$1,354.28
4" PVC Pipe	1.00	ea	\$102.35	\$102.35
4" Knock On	1.00	ea	\$199.50	\$199.50
4"coupling	1.00	ea	\$12.43	\$12.43
Labor - Orlando N Irrigation	16.00	Hr	\$65.00	\$1,040.00
PROJECT TOTAL:				\$1,354.28

Terms & Conditions

By _____

Stephen Lasenna

Date 9/8/2026

United Land Services

By _____

Date _____

Harmony CDD

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ADDITIONAL SERVICES ORDER NO. 250254
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

THIS ADDITIONAL SERVICES ORDER (the “**ASO**”), dated September 9, 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. **250254**, dated **September 9, 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 **Nine Hundred Fifty Nine Dollars and Two Cents (\$959.02)** 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: _____
Address: _____

By: _____
Its: _____

Exhibit A: Scope of Additional Services

**Proposal #250254**

Date: 9/9/2026

PO #

Stephen Lasenna

Customer:

PFM Group Consulting

Property:Harmony CDD
3500 Harmony Sq Dr W
Harmony, 34773**2" valve track Track/locate/repair clock 7 zone 15**

Clock 7 zone 15 valve is not coming on. Tracking / Locating and repair / replace.

Fuel Surcharge: The company reserves the right to apply a fuel surcharge or adjust existing fuel surcharges at any time due to fluctuations in fuel prices, transportation costs, or related operating expenses. Any such surcharge shall be added as a separate line item and is payable under the same terms as the underlying services

Repairs Proposed				\$959.02
Items	Quantity	Unit	Price/Unit	Price
Irrigation Repair				\$959.02
Valve - In-operative/Replace (2" PEB)	1.00	ea	\$569.02	\$569.02
Labor - Orlando N Irrigation	6.00	Hr	\$65.00	\$390.00
PROJECT TOTAL:				\$959.02

Terms & Conditions

By _____

Stephen Lasenna

Date 9/9/2026

United Land Services

By _____

Date _____

Harmony CDD



Harmony Community Development District

**Proposals from ULS
(Consideration)**

ULS Work Authorizations

Agenda #	Work Auth #	Description	Amount
1	250984	Tree Removal Behind 7136 Oak Glen Trail	\$1,200.00
	Total:		\$1,200.00

ADDITIONAL SERVICES ORDER NO. 250984
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

THIS ADDITIONAL SERVICES ORDER (the “**ASO**”), dated September 13, 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. **250984**, dated **September 13, 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 **One Thousand Two Hundred Dollars and Zero Cents (\$1,200.00)** 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: _____
Address: _____

By: _____
Its: _____

Exhibit A: Scope of Additional Services



Proposal #250984

Date: 9/13/2026

PO #

Nicholas Lomasney

Customer:

PFM Group Consulting

Property:

Harmony CDD
3500 Harmony Sq Dr W
Harmony, 34773

Tree removal behind 7136 Oak Glen Trail



This proposal is for cutting down a dead pine tree behind 7136 oak Glen Trail, details are as follows

Site Prep	\$0.00
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Items	Quantity	Unit	Price/Unit	Price
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Plant & Sod Install	\$1,200.00
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Items	Quantity	Unit	Price/Unit	Price
Landscape Install				\$1,200.00
tree removal	1.00	#1	\$1,200.00	\$1,200.00
PROJECT TOTAL:				\$1,200.00

Terms & Conditions

*After acceptance and signing by the customer, United Land Services will make two revisions to the landscape and hardscape design at no charge. Any additional revisions will be billable on a design fee and hourly rate basis. The minimum design fee for each redesign is \$125.00 plus the hourly rate. The design fee is payable prior to any revisions being made. The hourly rate will be incorporated into the final landscape or hardscape quote.

*Any changes or additional work, from the above specifications, involving extra cost will be executed upon written orders. Any changes will become an extra charge over and above the quote.

*Irrigation amount/allowance is an estimate. An irrigation tech will perform a site visit based on final plan to determine exactly what adjustments will be needed to be performed for 100% coverage on all newly planted areas. The final statement will be based on actual work performed and materials used. For the warranty on irrigation, supplied and installed by United Land Services, please refer to Line Item 4 of Terms and Conditions below as part of this contract.

*There are no plant materials warranties against damage caused by deer or other wildlife. It is the homeowner's responsibility to initiate all proper safeguards for plant materials from the time it is installed. For warranty details on nursery stock, supplied and installed by United Land Services, please refer to Line Item 3 of Terms and Conditions below as part of this contract.

*The tree pricing is based on the current market availability concerning tree size and caliper. The price may change based upon the size of the trees at the time of installation.

*Sod, soil, rock, pavers and mulch quantities are an estimate. The final statement will be based on actual work performed and materials used. These items come in rolls, pallets, etc, of standard quantities. Extra amounts above quoted are normally delivered to the project to cover cut/trim waste. Unused portions will be removed from the project site.

*Pavers and wall materials are not part of this contract.

*Homeowner/Builder is required to have the site ready and accessible on day of installation.

*United Land Services employees are fully covered by workman's compensation insurance.

TERMS AND CONDITIONS OF SALE

1. Bills Due: All bills are considered due upon receipt unless specified differently on the face of this proposal.

2. Retail discounts: United Land Services Garden Center discount coupons, publications/flyers/etc for

special retail offers, etc., are not applicable towards any professional design services and/or plant materials supplied for said services.

3. Nursery Stock: All nursery stock is warranted to be of the variety and type described and to be alive and remain alive for a period of:

a. No warranty on annuals.

b. Perennials, plants and shrubs, 1 gallon and larger, six (6) months from date of install

c. Trees and palms, 30 gallon and under, 6 months from date of install. 30 gallon and larger, one (1) year from the date of installation.

d. All plant material and trees must be maintained (including watering, fertilizing, and pest and disease control) by the customer in accordance with acceptable maintenance practices. This guarantee is limited to only the nursery stock planted by Seller and is limited to the replacement of similar stock or equal.

e. Plant material loss or damage from theft, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, failure to maintain, or acts of God are excluded from this warranty.

f. No plant materials will be warranted unless an operational, timed automatic irrigation system is in place supplying proper Ph fresh water to installed plants.

United Land Services is not responsible for damage done by outside parties including but not limited to homeowners and subcontractors not hired by United Land Services.

WARRANTY POLICY CONSISTS OF A "ONE TIME" REPLACEMENT OF PLANT MATERIAL.

4. Irrigation: An irrigation system is guaranteed for a period of one (1) year for parts and labor from the date of substantial completion. This guarantee is restricted to only the work performed by Seller as outlined in this proposal.

Manufacturer's warranty applies for all electrical/electronic parts

Irrigation system loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt damage, lack of proper maintenance, or acts of God are excluded from this warranty.

United Land Services is not responsible for irrigation system damage done by outside parties including but not limited to homeowners and subcontractors not hired by United Land Services.

PARTS AND LABOR REPLACED UNDER WARRANTY POLICY ARE A "ONE TIME" REPLACEMENT

5. Lighting: United Land Services warrants the installation labor for 1 year from completed installation date. All lighting system parts are manufacturer warranty only, including, but not limited to, housings/enclosures, controls, transformers, bulbs, LED or other current light emitting technology/sources.

Lighting system loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt damage, lack of proper maintenance, or acts of God are excluded from this warranty.

United Land Services is not responsible for lighting system damage done by outside parties including but not limited to homeowners and subcontractors not hired by United Land Services

6. Hardscape: Hardscape installation has a one (1) year warranty on labor from the date of substantial completion. This guarantee is restricted to only the work performed by Seller as outlined in this proposal.

Hardscape loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt damage, lack

of proper maintenance, or acts of God are excluded from this warranty.

United Land Services is not responsible for hardscape damage done by outside parties including but not limited to homeowners and subcontractors not hired by United Land Services

7. SOD: Customer has option to inspect and/or reject sod at delivery before installation. After installation there is no warranty.

United Land Services is not responsible for damage to new or existing sod done by outside parties including but not limited to homeowners and subcontractors not hired by United Land Services

8. STATED WARRANTIES ARE ONLY EFFECTIVE UPON CUSTOMER'S PAYMENT IN FULL OF TOTAL CONTRACT PRICE, INCLUDING ANY CHANGE-ORDERS. WARRANTY IS EFFECTIVE FROM THE DATE OF PLANT INSTALLATION. SELLER HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY. CUSTOMER WAIVES ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES AND AGREES THAT THE LIABILITY OF THE SELLER FOR ANY AND ALL CLAIM, WHETHER BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE, IS LIMITED TO THE PURCHASE PRICE OF THE DEFECTIVE WORK OR MATERIAL.

9. ALL WARRANTY IS NULL AND VOID IF INVOICE HAS NOT BEEN PAID IN FULL

10. Resale/Transfer of Warranties: In the event of resale, the seller does not adopt or ratify any warranty, expressed or implied, made by the Customer, and the Seller shall have no liability hereunder. Customer agrees to defend, indemnify, and hold seller harmless from and against any liability of any kind to any person or entity whatsoever arising out of any warranty, expressed or implied, made by the Customer in connection with any resale. The warranties provided herein fully accrue only to the benefit of the original Client and are neither transferable to nor enforceable by any other party.

11. Return policy and claims not arising under warranty: No merchandise may be returned or exchanged without the prior authorization of the Seller. Requests for the return of merchandise and any claims or complaints not arising under Seller's warranty, including credits on unused landscape material, must be made within ten (10) days after Customer's receipt of the merchandise. Customers' returning merchandise will be charged a 10% charge for restocking materials and any transportation costs that are incurred related to the return of the merchandise.

12. Delays in delivery, shortages and substitutions: Seller shall not be responsible for delays in delivery or for any loss or damage resulting from the delays due to weather conditions, crop failures, government action, strikes, acts of war, fire, casualty shortages, inability to obtain materials or other causes beyond the seller's control. In the event one or more of the foregoing occurrences, the seller reserves the right to make partial shipment or to substitute such other, similar merchandise for the merchandise ordered, as may be reasonably available, and of equal quality and suitability.

13. Corporate Approval: This Agreement shall not be valid or enforceable until signed by an authorized agent of Seller at its office in Jacksonville, Florida.

14. Governing Law and Venue: The laws of the state of Florida shall govern the rights, duties, and obligations of the parties. The Customer hereby submits to the jurisdiction of the courts of that state as to any dispute arising out of the contract between the parties and agrees that any litigation between the parties shall be brought in the courts of Duval County, Florida.

15. Collection Costs and Attorneys Fees: In the event that collection efforts are necessary for seller to collect any amounts due under this agreement, Customer agrees to pay all of Seller's resulting expenses and collection costs, including but not limited to attorney's fees and court costs, whether suit be filed or not. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees.

16. Integration and Modification: The terms and conditions of the sale stated herein and, on the face, hereof constitute the final, complete and exclusive agreement of the parties and all prior negotiations and

agreements with salesperson or other agents of Seller are merged herein. The Customer acknowledges that he has not relied upon any representations not contained herein. No modifications of the terms and conditions of sale shall be of any force or effect unless in writing and signed by a corporate officer of Seller at its office.

17. Survival: If any provision of the terms and conditions of the sale stated herein and, on the face, hereof shall for any reason be held prohibited by or invalid under applicable law, in whole or part, such provision shall be ineffective to the extent of such promotion or invalidity, without invalidating the remainder of such provision or the remaining provision or the remaining provisions hereof.

18. Interest: Customer agrees to pay interest at the rate of 18% per annum on all amounts not paid within thirty (30) days from the date of the invoice.

19. Design Services: Any design services or revision of designs done by Seller will remain the property of Seller. These ideas, designs, and plans are not to be used, reproduced, altered, or transferred in any matter whatsoever without the express written consent of Seller

20. Lien Law Notice: The Lien Law Notice attached hereto is hereby incorporated by reference

21. Fuel Surcharge: The Company reserves the right to apply a fuel surcharge or adjust existing fuel surcharges at any time due to fluctuations in fuel prices, transportation costs, or related operating expenses. Any such surcharge shall be added as a separate line item and is payable under the same terms as the underlying services.

LIEN LAW NOTICE

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR

WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

By _____
Nicholas Lomasney
Date 9/13/2026
United Land Services

By _____
Date _____
Harmony CDD



Harmony Community Development District

Landscape Items



Harmony Community Development District

**Annual Contract Fee Increase Letter
from Berman**



BERMAN

August 6, 2026

Board of Supervisors
Harmony Community Development District

Re: Annual Contract Increase Effective October 1, 2026

Dear Board Members:

On behalf of Berman Construction LLC, we would like to express our sincere appreciation for the opportunity to continue serving the Harmony Community Development District. We value the strong working relationship we have established with the District, the Board of Supervisors, and District Management, and we remain committed to providing the high level of field management and maintenance services contemplated under our Agreement.

Pursuant to the compensation provisions of our Field Management and Maintenance Services Agreement, we respectfully request implementation of the annual contract pricing adjustment scheduled to become effective October 1, 2026. In accordance with the Agreement, the adjusted annual compensation will be:

- General Manager: \$115,132.50 annually
- Maintenance Technicians/Facilities Staff: \$232,453.70 annually

We respectfully request that the Board acknowledge and approve these contract rates effective October 1, 2026, as provided for in the Agreement.

Thank you for your continued confidence in Berman Construction LLC. We appreciate the opportunity to serve the Harmony Community and look forward to another successful year working together. Please let us know if you require any additional information prior to Board consideration.

Sincerely,

Berman Construction LLC

Samantha Sharenow

Samantha Sharenow
Executive Vice President



Harmony Community Development District

**Additional Sidewalk Proposals
from Baseline**



ESTIMATE

Date
9/15/2026

Customer / Company Name Berman		Requested Start Date
Job Site / Address Harmony - 3339 Primrose Willow drive		
Contact Name Grant Philbeck	Email gphilbeck@bermancorp.com	Phone 689-3480008

#	Description	QTY	Price	Total
1	Rip and replace sidewalk and lead way	176 sqft	22.50	\$ 3,960.00
2				\$ 0.00
3				\$ 0.00
4				\$ 0.00
5				\$ 0.00
6				\$ 0.00
7				\$ 0.00
8				\$ 0.00
9				\$ 0.00
10				\$ 0.00
TOTAL				\$ 3,960.00

Notes

Estimate is valid for 10 days; any changes may affect pricing. This estimate is based on information provided by the Customer regarding project requirements. Quantities and pricing are an approximation and not guaranteed; field verification may be required to confirm quantities, and actual cost may change once field verification is completed. Upon acceptance of this estimate, we will perform only the work listed above; any additional services requested will incur additional charges. Customer agrees to pay all invoices within the agreed terms stated on the invoice(s), unless otherwise agreed upon payment terms in a price agreement. Late payments will accrue interest at the rate of 1.5% per month (18% per annum) and Customer shall be responsible for all expenses (including legal fees) incurred in collecting any unpaid amounts.

Signature as Acceptance	Printed Name	Acceptance Date
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ESTIMATE

Date
9/14/2026

Customer / Company Name Berman		Requested Start Date
Job Site / Address Harmony		
Contact Name Grant Philbeck	Email gphilbeck@bermancorp.com	Phone 689-3480008

#	Description	QTY	Price	Total
1	Rip and replace Ada Ramp at Schoolhouse Rd	70 sqft	22.50	\$ 1,575.00
2				\$ 0.00
3				\$ 0.00
4				\$ 0.00
5				\$ 0.00
6				\$ 0.00
7				\$ 0.00
8				\$ 0.00
9				\$ 0.00
10				\$ 0.00
TOTAL				\$ 1,575.00

Notes

Estimate is valid for 10 days; any changes may affect pricing. This estimate is based on information provided by the Customer regarding project requirements. Quantities and pricing are an approximation and not guaranteed; field verification may be required to confirm quantities, and actual cost may change once field verification is completed. Upon acceptance of this estimate, we will perform only the work listed above; any additional services requested will incur additional charges. Customer agrees to pay all invoices within the agreed terms stated on the invoice(s), unless otherwise agreed upon payment terms in a price agreement. Late payments will accrue interest at the rate of 1.5% per month (18% per annum) and Customer shall be responsible for all expenses (including legal fees) incurred in collecting any unpaid amounts.

Signature as Acceptance	Printed Name	Acceptance Date
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ESTIMATE

Date
9/14/2026

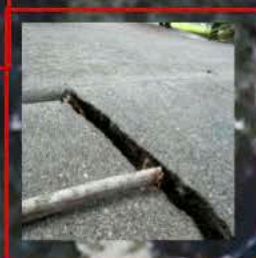
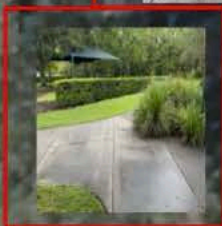
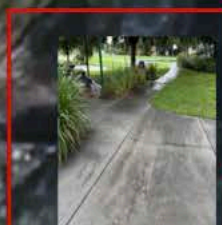
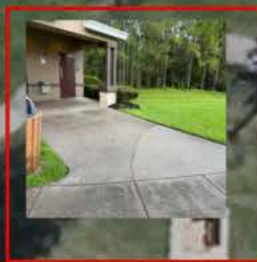
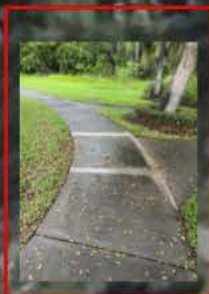
Customer / Company Name Berman		Requested Start Date
Job Site / Address Harmony		
Contact Name Grant Philbeck	Email gphilbeck@bermancorp.com	Phone 689-3480008

#	Description	QTY	Price	Total
1	Rip and replace sidewalk around tree at park area	125 sqft	22.50	\$ 2,812.50
2				\$ 0.00
3				\$ 0.00
4				\$ 0.00
5				\$ 0.00
6				\$ 0.00
7				\$ 0.00
8				\$ 0.00
9				\$ 0.00
10				\$ 0.00
TOTAL				\$ 2,812.50

Notes

Estimate is valid for 10 days; any changes may affect pricing. This estimate is based on information provided by the Customer regarding project requirements. Quantities and pricing are an approximation and not guaranteed; field verification may be required to confirm quantities, and actual cost may change once field verification is completed. Upon acceptance of this estimate, we will perform only the work listed above; any additional services requested will incur additional charges. Customer agrees to pay all invoices within the agreed terms stated on the invoice(s), unless otherwise agreed upon payment terms in a price agreement. Late payments will accrue interest at the rate of 1.5% per month (18% per annum) and Customer shall be responsible for all expenses (including legal fees) incurred in collecting any unpaid amounts.

Signature as Acceptance	Printed Name	Acceptance Date
-------------------------	--------------	-----------------



SCHOOL

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ESTIMATE

Date
9/14/2026

Customer / Company Name Berman		Requested Start Date
Job Site / Address Harmony		
Contact Name Grant Philbeck	Email gphilbeck@bermancorp.com	Phone 689-3480008

#	Description	QTY	Price	Total
1	Rip and replace sidewalk at Picnic Shelter	225 sqft	22.50	\$ 5,062.50
2				\$ 0.00
3				\$ 0.00
4				\$ 0.00
5				\$ 0.00
6				\$ 0.00
7				\$ 0.00
8				\$ 0.00
9				\$ 0.00
10				\$ 0.00
TOTAL				\$ 5,062.50

Notes

Estimate is valid for 10 days; any changes may affect pricing. This estimate is based on information provided by the Customer regarding project requirements. Quantities and pricing are an approximation and not guaranteed; field verification may be required to confirm quantities, and actual cost may change once field verification is completed. Upon acceptance of this estimate, we will perform only the work listed above; any additional services requested will incur additional charges. Customer agrees to pay all invoices within the agreed terms stated on the invoice(s), unless otherwise agreed upon payment terms in a price agreement. Late payments will accrue interest at the rate of 1.5% per month (18% per annum) and Customer shall be responsible for all expenses (including legal fees) incurred in collecting any unpaid amounts.

Signature as Acceptance	Printed Name	Acceptance Date
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ESTIMATE

Date
9/14/2026

Customer / Company Name Berman		Requested Start Date
Job Site / Address Harmony		
Contact Name Grant Philbeck	Email gphilbeck@bermancorp.com	Phone 689-3480008

#	Description	QTY	Price	Total
1	Rip and replace sidewalk in front restrooms	144 sqft	22.50	\$ 3,240.00
2				\$ 0.00
3				\$ 0.00
4				\$ 0.00
5				\$ 0.00
6				\$ 0.00
7				\$ 0.00
8				\$ 0.00
9				\$ 0.00
10				\$ 0.00
TOTAL				\$ 3,240.00

Notes

Estimate is valid for 10 days; any changes may affect pricing. This estimate is based on information provided by the Customer regarding project requirements. Quantities and pricing are an approximation and not guaranteed; field verification may be required to confirm quantities, and actual cost may change once field verification is completed. Upon acceptance of this estimate, we will perform only the work listed above; any additional services requested will incur additional charges. Customer agrees to pay all invoices within the agreed terms stated on the invoice(s), unless otherwise agreed upon payment terms in a price agreement. Late payments will accrue interest at the rate of 1.5% per month (18% per annum) and Customer shall be responsible for all expenses (including legal fees) incurred in collecting any unpaid amounts.

Signature as Acceptance	Printed Name	Acceptance Date
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Harmony Community Development District

Bass Boat Damage

Blake Firth

From: Grant Philbeck <gphilbeck@bermancorp.com>
Sent: Wednesday, September 16, 2026 4:09 PM
To: Dan Leet; Brittany Coronel; Lucas Chokanis; Julie Nichols Williams; boardmember2@harmonycdd.org
Cc: Lynne Mullins; Blake Firth; Matthew Davenport
Subject: Incident Report and Replacement Options – 18-Foot Electric Bass Boat
Attachments: 18 Foot Bass Boat Damage.pdf

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

Dear CDD Board of Supervisors,

During the weekly boat inspection on the morning of September 15, staff discovered severe damage to the sidewall of the following vessel:

Lowe Roughneck 18-foot welded jon boat with two trolling motors
Model/identification number: R1860VT

The Berman Property Management fleet mechanic subsequently inspected the boat while onsite to repair the Polaris vehicle on 9/16. Based on his professional assessment, the hull is damaged beyond practical repair, and replacing the boat would be more cost-effective than completing a full hull repair.

The dock was equipped with proper edging and bumpers. Based on the available evidence, we believe the damage resulted from a failure of the clip securing the boat to the dock. This likely allowed the boat to swing excessively during a storm and repeatedly strike the dock, causing the hull damage.

The boat must be retired from the fleet immediately and should not be operated. It does not appear to be in immediate danger of sinking while secured at the dock because the exposed cavity connects toward the rear of the vessel, where an automatic bilge pump is continuously removing water. However, the boat is unsafe for use. If someone were to lean over the damaged side and shift the vessel's weight, water could enter the cavity faster than the pump could remove it, potentially causing the boat to sink in an unsafe location.

An insurance claim is being filed regarding the loss. A further update will be provided to the Board once additional information regarding the claim and potential coverage becomes available.

The closest comparable new replacement identified is the [TRACKER GRIZZLY 1860 Utility welded jon boat](#), currently listed at \$8,395. If the Board is open to purchasing a used replacement hull, I can also attempt to locate a suitable option. Several listings that are similar, although not exact matches, have been identified in the \$1,000 to \$2,000 range.

The existing trolling motors and batteries remain fully operational and can be transferred to the replacement hull, providing considerable savings compared with purchasing a complete new boat setup.

Please advise whether the Board would prefer that we pursue the comparable new replacement or investigate suitable used hulls for consideration. We are also reviewing the docking hardware and securing method to help prevent a similar incident from occurring in the future.

Thank you,

















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[Home \(/\)](#) / [Jon \(/jon.html\)](/jon.html)

Photos may show optional equipment.

2026

GRIZZLY® 1860 UTILITY

[View Price w/ Prep &](#)

[Freight:](#)

[Select Dealer](#)

NO HAGGLE NO HASSLE®

National Price

\$8,395 USD

[FIND A DEALER \(/DEALERS.HTML\)](/DEALERS.HTML)

**BUILD YOUR OWN
(/JON/GRIZZLY-1860-
UTILITY.BUILD.HTML)**



OVERVIEW

The TRACKER® GRIZZLY® 1860 UTILITY aluminum jon boat is large enough and stable enough for fishing, waterfowl hunting, bowfishing or utility work (this boat has the capacity to carry a lot of whatever you need it to). At 18' 1" and 7' wide, you can transport deer feeders, coolers and more—with the stable assurance only a big boat can provide.

As with all GRIZZLY UTILITY boats, the 1860 has a thick .100 aluminum cockpit floor and a big front deck—both with the SURE TREAD™ coating. The 7° deadrise Mod V hull provides a smooth, dry ride, and it's finished with our exclusive Forest Green powdercoat. And like all TRACKER boats, it's backed by the TRACKER PROMISE—the best factory warranty in aluminum boats.

SPECIFICATIONS

		<u>Standard</u>	<u>Metric</u>
Length	18' 1"	Transom Height	22"
Beam	7'	Deadrise	7 degrees
Bottom Width	5'		0.100
Max. Recommended HP	60 HP	Hull Material	5052 marine alloy
Fuel Capacity (Portable)	6 Gal.	Average Dry Weight	795 Lbs.
Max. Person Capacity	8 persons	Average Package Weight	1645 Lbs.
Max. Person Weight	1050 Lbs.	Package Height	6' 8"
		Package Width	7'
Max. Person, Motor & Gear Weight	1550 Lbs.	Towing Length	23' 2"
		Storage Length	23' 2"
Interior Depth	17"		

FEATURES

COMFORT, CONVENIENCE & PEACE OF MIND

- Backed by the TRACKER® PROMISE—the best factory warranty in aluminum boats
- NMMA® certified
- Flotation meets or exceeds NMMA® & U.S. Coast Guard requirements
- Bow & stern eyes
- 4 tie-off cleats

INTERIOR

- Roomy front deck w/more space for fishing/hunting
- Bow & aft pedestal seat base locations
- Bow deck lockable storage
- Sure Tread™ non-skid interior
- Grab handles

FUNCTIONAL

- Exclusive VERSATRACK® accessory-mounting channel in gunnels
- Trolling motor mounting surface along bow edge

CONSTRUCTION & EXTERIOR

- Color: Forest Green
- Available in optional TrueTimber® Grassland or TrueTimber® Woodland camo patterns (at additional cost)
- Industry-exclusive, baked-on powdercoat finish w/Sure Tread™ for long-lasting durability, color & good looks
- 100% aluminum, wood-free construction
- Thick .190 aluminum floor for added rigidity & a quieter ride
- 7° deadrise for a smoother, drier ride
- Welded-in, foam-filled interior side walls for quieter ride & structural strength
- Heavy-duty 1-piece, extruded aluminum gunnels for structural strength & rigidity
- Extruded bow chines for a stronger hull
- 2-piece, .100 5052 marine grade aluminum hull
- All-aluminum box-beam transom w/corner braces—

- Pressed-in stakes for structural strength & tracking stability
- Welded, drained rain channels for drier storage in bow compartment(s)

✓

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