

**HARMONY
COMMUNITY DEVELOPMENT DISTRICT**

MAY 28, 2015

AGENDA PACKAGE

Harmony Community Development District

Steve Berube, Chairman
Ray Walls, Vice Chairman
David Farnsworth, Assistant Secretary
Kerul Kassel, Assistant Secretary
Mark LeMenager, Assistant Secretary

Agenda Page 2
Gary L. Moyer, District Manager
Timothy Qualls, District Counsel
Steve Boyd, District Engineer

May 18, 2015

Board of Supervisors
Harmony Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Harmony Community Development District will be held **Thursday, May 28, 2015 at 6:00 p.m.** at the Harmony Community School located at 3365 Schoolhouse Road, St. Cloud, Florida. Following is the advance agenda for the meeting:

- 1. Roll Call**
- 2. Audience Comments**
- 3. Approval of the Minutes of the April 30, 2015 Meeting**
- 4. Expansion of Soccer Field Area** (*Resident Sally Newcomer*)
- 5. Subcontractor Reports**
 - A. Aquatic Weed Control – Bio-Tech Consulting Monthly Highlight Report
 - B. Landscaping – Davey Tree Monthly Highlight Report
- 6. Developer's Report**
- 7. Staff Reports**
 - A. Engineer
 - B. Attorney
 - C. Field Manager
 - i. Dock and Maintenance Activities Report
 - ii. Buck Lake Boat Use Report
- 8. Discussion Items**
 - A. Allstate Paving Final Payment
 - B. Maintenance of Sidewalks
- 9. Presentation of Budget for Fiscal Year 2016**
 - A. Fiscal Year 2016 Budget
 - B. Consideration of Resolution 2015-4A Approving the Budget and Setting the Public Hearing
- 10. District Manager's Report**
 - A. April 30, 2015 Financial Statements
 - B. Invoice Approval #181, Check Register and Debit Invoices
 - C. Website Statistics
 - D. Consent Agenda Policy
- 11. Discussion of the Rules of Procedure**
 - A. Marked-Up Rules
 - B. Clean Rules
- 12. Supervisor Requests**
- 13. Adjournment**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,

Gary L. Moyer

Gary L. Moyer
District Manager

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610 Sycamore Street, Suite 140
Celebration, FL 34747
407-566-1935

www.harmonycdd.org

Meeting Location:
Harmony Community School
3365 Schoolhouse Road
St. Cloud, Florida 34773
407-891-1616

Third Order of Business

MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, April 30, 2015, at 6:00 p.m. at Harmony Community School, 3365 Schoolhouse Road, Harmony, Florida.

Present and constituting a quorum were:

Steve Berube (<i>by phone</i>)	Chairman
Ray Walls	Vice Chairman
David Farnsworth	Assistant Secretary
Kerul Kassel	Assistant Secretary
Mark LeMenager	Assistant Secretary

Also present were:

Gary Moyer	Manager: Moyer Management Group
Tim Qualls	Attorney: Young, van Assenderp & Qualls, P.A.
Steve Boyd	Engineer: Boyd Civil Engineering
Gerhard van der Snel	District Staff
Residents and Members of the Public	

FIRST ORDER OF BUSINESS

Roll Call

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

Mr. Walls called the roll and stated a quorum was present for the meeting.

SECOND ORDER OF BUSINESS

Audience Comments

Mr. Bell stated I would like an update on the project for repaving alleys.

Mr. Boyd stated the phase of work that we put under contract last year is complete. We are still working with the contractor that did the work on payment of the final amounts. There is a dispute over the value of the changes. The work is complete, and we are trying to finalize the amount he is owed and get him paid the last amount. With the Board's direction, we will determine the next phase and schedule of work so we can proceed with the next phase of alley improvements.

Mr. Walls stated our budget meetings are coming up, and I am sure that is one of the topics that gets covered over the next couple months.

Mr. Justin Kramer stated I do not know about the procedural concept of this. I know Mr. LeMenager forwarded my suggested revisions for Chapter 1, Amendment 4 to be distributed to the Board. I had some concerns. Last time, the Board voted to basically remove Amendment 4 from the rules. Currently, that is removing all environmental

considerations from the rules and regulations of the CDD Board. My concern is that this community was founded on environmental considerations and living with nature. We just sent out a survey where over 70% of people cite criminal concerns as a reason for moving here, and over 90% feel it is very important to living here and the quality of life in Harmony. There has been a lot of back and forth with CDD Board members. I met with most of you personally to discuss this concept with you. There are some concerns about language. The language of this current amendment is not ideal, but in the current timeframe we have, it is difficult to deal with it. Some of the questions were to the validity of being able to do anything about this or for the rules having teeth. The Statutes dictate pretty specifically about our ability to create rules like this. Within any rule that we would create, this would be something that would allow us to take action in the procedures and in the guidelines of the Harmony CDD Board, such as landscaping, water treatment, pond treatment, and so forth. It is very important for us to take action and know that we are preserving our environment here in the community to make sure that what we all signed into, paid money for, and came together as important to us is preserved, not just what we home owners do but also what the CDD does, as a representative of us, with regard to District policies and procedures. I issued my suggested amendment, which is a rough draft of what we would like for it to say. It was the best we could do within the truncated timeline that we had. If we can have more time, that would be better. As it stands now, I would like to not lose all of that text.

Mr. Moyer stated the rule adoption process is not quick. You have more time to refine what you are doing to present to the Board. We will have additional workshops, and we need to have an advertised public hearing. It is not something that will happen tonight or probably in the next month or two. We have gone through this process several times, and based on past history, the Board wants to get this right. Everyone will be afforded the opportunity to make comments. You are certainly encouraged to do so if you want to refine what you have given to the Board.

Mr. Walls stated Mr. Moyer is right. I would say we are at least two to three months out before we have our public hearing. I heard Mr. Kramer's comments and I met with him. I heard from some other residents, as well. What I do not understand is the idea that getting rid of this rule has anything to do with how we operate in terms of the environment. This rule, from my perspective, has one mandate, which is that we should

meet with the HOA to talk about environmental policies. This rule has been on the books for at least 12 years, and we have never done that once. We have never done it once because the HOA and the CDD have different missions. They do not overlap.

Ms. Kassel stated that is not true.

Mr. LeMenager stated this is the public comment section. We should wait for the agenda item on the rules to get into discussions. I will not comment now, but I certainly have comments.

Ms. Kassel stated if possible, I would like to move the rules discussion to earlier in the meeting so that the residents who came for that discussion do not have to sit through several hours of other items.

Mr. Walls stated I do not think there is anything that is going to take a long time.

Mr. LeMenager stated it is a fairly straightforward agenda.

Ms. Susan Murphy stated I am new to Harmony, so I do not understand all the incidentals of the different groups. I am trying to understand the rules you are wanting to remove completely. Is that these 12 pages of text?

Mr. Walls stated yes.

Ms. Murphy stated it says you will exercise any powers regarding applicable projects and be in compliance and not be inconsistent. There is a lot of stuff in here that I think should be included as guidelines. I think saying that all this says is that you have to meet with the HOA is not quite what I am seeing. I do not think that is the only requirement of all this text.

Mr. Dave Leeman asked how many residents do not think the rules should be changed? How many residents think the rules should be changed? Based on those raising their hands, I think that is a pretty good majority that no one thinks the rules should be changed. I think as our representatives, you need to take into account not just what you think is right but what we think is right. Of course, that business about being more than meeting with the HOA, if that is your issue, then take that out and keep the rest. Personally, I am pretty on board with Mr. Kramer's suggested amendment. If we have time to fine-tune that, I would go along with that one.

Ms. Kimberly Rodriguez stated I am new to these meetings, so please excuse my ignorance. I think honestly when new neighbors come in, one of you needs to come and

welcome us. I sat here as a new person. I have lived here for a year, and I think for the most part you do not even know who I am.

Mr. LeMenager stated I recognize you from Facebook.

Ms. Rodriguez stated then you should have come and said hello. No one said hello. I presume you want more residents to attend.

A Resident stated welcome.

Ms. Rodriguez stated thank you. We are supposed to be Harmony. Second, pardon my ignorance but I do not even know what Amendment 4 is. For the benefit of those of us who are new, you may want to include a blurb about what you are discussing because I cannot say aye or nay. I am new and I want to come back to these meetings, but you should also want others to come back.

Mr. Walls stated we appreciate you coming to the meeting. We have discussed these rules for several months. We are here to answer any questions you have. If you need to contact us, do it. Our information is on our website. We are on Facebook. You can contact us in many different ways. I know each and every member of this Board will answer your questions and help you in any way we can.

Ms. Rodriguez stated next time, I hope you will come greet me.

Mr. Walls stated we know who you are now.

A Resident stated the most recent minutes on the website are from February. Are those going to be posted faster?

Mr. Walls stated tonight we will approve the March minutes. If you think about how a Board works, we meet once a month. We have to approve the minutes before they become official. However, the March meeting minutes are on the website right now in this month's agenda package. Every month when the new agenda is posted, you can find the minutes from the last month's meeting.

Ms. Kassel stated the agenda is generally posted about the same time that we, as a Board, receive a copy of it.

Mr. Walls stated it is about a week before the meeting.

Ms. Kassel stated we are not seeing it anymore in advance than when it is posted on the website. Then you can see it.

A Resident stated the bat house used to be at the entrance to the school, and my understanding from reading the newsletter is that it was moved and will be reconstructed.

It looks like it is ready to fall down and is in disrepair. Is there anything in the plan for the future to fix it or paint it?

Mr. LeMenager stated when the sidewalk was put in around the ponds, one of the trucks rammed into one of the posts some time ago. It has looked exactly like it does now for about two years. I am not sure it will fall down anytime soon.

Mr. Walls stated we will check it out.

Ms. Kassel stated Mr. van der Snel will look at it.

The Resident stated water has to be getting in there.

Mr. Charles Hendricks stated I second what Mr. Leeman said, and I think he spoke for everyone in this room. I agree with everything he said. Other than taking out the HOA requirements, I am not sure why you would want to remove Amendment 4, if that is the only thing you are talking about. I think you need to listen to the people, because the people are who you represent.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the March 26, 2015, Regular Meeting and April 8, 2015, Emergency Meeting

Mr. Walls reviewed the minutes and requested any additions, corrections, notations, or deletions.

Ms. Kassel stated I have corrections for the regular meeting minutes. Page 4 should read "Ms. Valerie Ang stated I wanted to ~~bright~~ bring up the issue of the requirements for resident access cards." Page 6, line three should read "Glyphosate is ~~quansi~~ quasi-effective." The motion box on page 8 is incorrect. The proposal was much more extensive than what is written. It is not just for those things mentioned in the motion box for the mimosa and ferns from my house to be installed at the plant beds at the Cat Brier roundabout. It was for the proposal from Davey. Page 20 about two-thirds of the way down should read "Page 2 does ~~day~~ say bank owned." Page 24 should read "Mr. Berube stated yes. We have 11 contracts." Page 41, first paragraph, third line from the top should read "DMV gave ~~be~~ me a form that said they are unable to issue me a driver license."

On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the minutes of the March 26, 2015, regular meeting, as amended.

On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the minutes of the April 8, 2015, emergency meeting.

FOURTH ORDER OF BUSINESS

Ratification of Resolution 2015-05 Refinancing the Series 2004 Bonds and All Other Actions Taken at the Emergency Meeting Held April 8, 2015, and Ratification of Resolution 2015-06 Accepting as Complete the Project Financed with the Proceeds of the Series 2004 Capital Improvement Revenue Bonds

On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to ratify Resolution 2015-05 refinancing the Series 2004 bonds and all other actions taken at the emergency meeting held April 8, 2015, and to ratify Resolution 2015-06 accepting as complete the project financed with the proceeds of the Series 2004 capital improvement revenue bonds.

Mr. Walls stated for the benefit of the public, we have been working on this for the last couple months. Special Districts issue bonds, and when the developer controls the CDD in the beginning, they issue bonds to construct infrastructure in the neighborhoods. As we all move in, we pay for those bonds through our CDD assessments. In this instance, the developer is still paying for all of these bonds that we just refinanced, Series 2004, because it has to do with land on the east side of the community toward Cat Lake. We had the opportunity to refinance those bonds at a lower rate than what they could in 2004 when they were issued. Going forward, the District will save money in terms of paying off those bonds. People who eventually buy those lots on that side of the community will pay less on their assessments. That is why we refinanced those bonds. We also got \$200,000 out of the deal to put toward some street light loans that the developer entered into a long time ago when they controlled this Board, which are at about 10.5% interest. We are going to be able to use \$100,000 of that amount to pay off some of those loans at a 5% interest rate. It was a pretty good deal for the District and for everyone.

FIFTH ORDER OF BUSINESS

Discussion of Street Light Buy-Down

Mr. Moyer stated I provided the schedule of the contracts with OUC relative to street lights and the estimated savings if the District goes forward to buy out the capital portion

of the lease that we have with OUC. I did an analysis of fund balance and the use of that fund balance to accomplish the buy-down. The amount is about \$470,000, which will generate savings over the lease period of about \$260,000. In order to do that, we will have to use some of our operating reserves and some of the monies from the 2004 refinancing. My analysis indicated we were \$127,000 short. If you subtract \$100,000 out of that, we are about \$27,000 short, and we can probably find that in some savings we may have through this year's operations. The Chairman and all the Board members have been working on this, and I think Mr. Berube has some contacts at OUC. We will contact them, along with Mr. Qualls, and find out how we go about doing that.

Ms. Kassel stated we need a new buy-out figure first.

Mr. Moyer stated yes. It will be lower than \$470,000.

Mr. Walls stated this is all contingent upon working out those details with OUC.

Mr. Moyer stated that is correct.

Mr. Walls asked have we received the proceeds from the bond issuance yet?

Mr. Moyer stated yes. It closed two days ago.

Mr. Walls asked is anyone opposed to this plan?

Ms. Kassel stated I think we need to vote on it. Or are we not to that point yet?

Mr. LeMenager stated we need real numbers first.

Mr. Walls stated we need to work a deal with OUC and then probably bring it back to make sure we are comfortable with that deal and look at the real numbers.

Mr. Moyer stated I sense from the Board, in concept, you support doing that.

Ms. Kassel stated as long as we are not leaving ourselves too vulnerable with less in reserves.

Mr. Walls stated I am far more comfortable with that \$100,000 from the bond refinancing.

SIXTH ORDER OF BUSINESS

Subcontractor Reports

A. Aquatic Weed Control

i. Bio-Tech Consulting Monthly Highlight Report

The monthly landscape maintenance report is contained in the agenda package and is available for public review in the District Office during normal business hours.

B. Landscaping**i. Davey Tree Monthly Highlight Report**

The monthly landscape maintenance report is contained in the agenda package and is available for public review in the District Office during normal business hours.

ii. Landscaping Projects

Mr. van der Snel stated I provided some information on what we used for the roundabout at Cat Brier.

Ms. Kassel stated I have looked at Cat Brier, but this is the first time I have seen this revised proposal.

Mr. LeMenager asked is this what we approved last month?

Mr. van der Snel stated yes. It just shows what we used.

Ms. Kassel asked do we need to approve it?

Mr. LeMenager stated we already did.

Mr. van der Snel stated it is just for your information.

SEVENTH ORDER OF BUSINESS**Developer's Report**

There being nothing to report, the next order of business followed.

EIGHTH ORDER OF BUSINESS**Staff Reports****A. Engineer**

Mr. Boyd stated I wanted to be at tonight's meeting in case there were any questions on what capital can be used for and any development you want to do with that, in case there were questions about the street lights. I brought some maintenance maps that I will leave for the Board's use. I will get one mounted that I can bring to future meetings. I have an update on the status of neighborhoods H-2 and F, which are progressing. Those will probably be platted in June, and you will see models start to go up in June in those neighborhoods. The developer is paying 100% of the capital installation costs for those street lights. In some form or fashion, an agreement will come before you in the near future for the ongoing electric service.

Mr. LeMenager stated we received it today. We have received several complaints recently about when it gets windy, this building gets sand blasted. I do not know if Mr. Boyd has direct contacts with the builders, but those areas really need to get watered down from time to time.

Mr. Boyd stated I will send the contractor an email after this meeting.

Ms. Kassel stated I know this is not really a CDD issue, but it sort of is in terms of the builders leaving debris, people getting flat tires, and the debris getting on people's lawns. Is there anything that can be done through Mr. Boyd about that?

Mr. Boyd stated I can put the contractor on notice and copy the developer that there have been complaints about debris.

Ms. Kassel stated people have spent hundreds of dollars replacing their tires.

Mr. Walls stated I imagine some of that is in the alleys, as well, which is CDD property.

Mr. Boyd asked is there an area in particular? Is this from home builders?

Mr. Walls stated yes. We do not have much to do with that, but we wondered if Mr. Boyd had any contacts with the builders.

Mr. Boyd stated I will let them know of your concerns.

B. Attorney

Mr. Qualls stated the Board authorized us to work out a contract for the repair of the boathouse, which is done. The amount was less than what was approved, so I will get it executed on behalf of the District. It has been signed by the contractor. We emailed a draft resolution this morning for the Board's consideration for parcels F and H-2 where Birchwood would pay the upfront costs and the District will maintain the street lights at about \$418 per month. I would ask the Board approve this resolution and authorize us to get it finalized.

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, unanimous approval was given to the resolution regarding street lights in parcels F and H-2, as presented.

Mr. Qualls stated we put language at the bottom of our invoice that the highest compliment is sharing information. It has come to our attention that my hourly rate was \$200 in December, January, February, and March. It is supposed to be \$175. I do not know how that happened, frankly. We are giving you a huge discount, but rather than going back to each invoice for individual credits, we would like to give you a credit of \$842.50 over the next two billing cycles to take care of that discrepancy.

Mr. LeMenager stated thank you.

Mr. Qualls stated I apologize for that error.

C. Field Manager**i. Dock and Maintenance Activities Report**

The monthly dock and maintenance activities report is contained in the agenda package and is available for public review in the District Office during normal business hours.

Ms. Kassel stated the report of incidents ended April 11.

Mr. van der Snel stated that is when I submit my report for the agenda.

Mr. Walls stated incidents after that date will be in next month's report.

Mr. van der Snel stated we did install new parts for the Lakeshore Park play area for what needed to be replaced.

Mr. Walls asked is the splash pad back up and running?

Mr. van der Snel stated yes. Two pumps needed to be replaced, which is not bad after 10 years. The Cat Brier project with Davey is finished, so we are moving on to Five Oaks and Town Square roundabout.

ii. Buck Lake Boat Use Report

The monthly boat report is contained in the agenda package and is available for public review in the District Office during normal business hours.

NINTH ORDER OF BUSINESS**District Manager's Report****A. March 31, 2015, Financial Statements**

Mr. Moyer reviewed the financial statements, which are included in the agenda package and are available for public review in the District Office during normal business hours.

Mr. Moyer stated we have collected 72% of our non-ad valorem assessments through the end of March, which is very similar to what it was last year. This does not include the distribution from the tax collector from the proceeds that we would have collected from mid-March through the end of March. The delta of 72% generally reflects what the developer pays and the timing of when he pays. We do not have any concern with that. The big expenditure item, as the Board is aware, is the capital outlay for street lights. In taking all of that into consideration, through the first six months of our fiscal year, with that substantial payment for the street light purchase, we are \$55,000 over budget at this time. Some of that will come back into line as we go through the rest of our fiscal year.

Ms. Kassel asked as a follow up to the discussion we had last month, which Mr. LeMenager raised, if the developer is footing all the costs for the 2004 bonds, why is there a column for 2004 debt service fund collected through the tax collector?

Mr. Moyer stated I told you what my suspicion was last month. They added the debt services together for the two series and divided it out by the assessment methodology. A lot of that was addressed, in part, by the refinancing of the Series 2004 bonds we just did and the developer agreeing to let the District take down certain funds in that bond issue, which is the \$200,000 we discussed. We probably need to have additional discussion on it, but the reality is, our recourse would be to go back to the developer and say that was inappropriate the way it was done and they need to pay that amount. The reality is that he has already done that through the refinancing of the bonds.

Mr. Walls asked you are saying that the assessments for the 2001 and the 2004 series of bonds were intermingled in terms of their collection, so they added up what was required to pay both and they charged everyone for both?

Mr. Moyer stated that is correct.

Mr. Walls stated that is a problem for me.

Mr. LeMenager stated yes. The fact that the 2004 bonds were refinanced is not germane to the discussion. The bottom line is, it sounds like Severn Trent made a rather serious accounting error.

Mr. Walls stated the Board approved that assessment methodology.

Mr. LeMenager stated yes, and I did not catch it until six months later.

Mr. Walls stated it is different from what we were told.

Mr. Moyer stated that is correct.

Mr. Walls stated that is my issue.

Mr. Moyer stated it is just like anything else. The County makes mistakes all the time. The cure is to go back and correct the mistake by sending the appropriate person the appropriate bill. You do not have the person in the assessment department write a check. If the Board desires to do that, we will have to figure that out and go back and bill the appropriate party.

Mr. Walls stated I would at least like to see what that delta is. I agree with Mr. LeMenager. The par amount that we just issued on these bonds is neither here nor there for me. We could have set that at whatever we wanted, whatever the market could bear,

and then charge that out to whomever is paying those bonds. It does not matter. I would like to go through that calculation. I do not know how far back this goes.

Mr. Moyer stated it is just last year. The reason that came about is we refinanced the 2001 bonds, got a better interest rate, and lowered the debt service. We still kept the 2004 bonds. That delta is very small now because the interest rates on both refinancings are very small. Going forward in the budget, we are going to direct the assessment department to isolate those bond issues and charge those appropriate to the areas that are benefited. So the developer will pay all of the 2004 debt service.

Mr. Walls asked can we do that calculation and see what it is?

Mr. Moyer stated yes.

Mr. Walls stated we can discuss it next month.

Mr. LeMenager stated the solution could well be to fix the last six months of the year, and then it all works out.

Mr. Walls stated the assessments have been paid for this year, for the most part.

Mr. Moyer stated that is correct.

Mr. Walls stated we can discuss it next month.

Mr. Moyer stated what is interesting about doing a refinancing is that there is a lot of good information in the offering statements. In the 2001 area, the developer still owns 33% of the property. We will factor that in.

Mr. Walls stated it might be a small amount; I do not know. I am just curious. It is different than what we thought it was going to be in terms of the methodology.

Mr. LeMenager stated all you have to do is add six numbers and divide by six.

B. Invoice Approval #180, Check Register, and Debit Invoices

Mr. Moyer reviewed the invoices, check register, and debit invoices, which are included in the agenda package and are available for public review in the District Office during normal business hours, and requested approval.

Mr. Walls stated two invoices were pulled out that I am aware of. One is a FedEx invoice that was a fraudulent bill.

Mr. Moyer stated that is correct.

Mr. Walls stated the other was the KUA bill that is actually supposed to be paid for by the developer.

Mr. Moyer stated that is correct.

On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to invoice approval #180, check register, and debit invoices, as presented with the deletion of the fraudulent FedEx invoice and the KUA invoice that should be paid by the developer.

C. Website Statistics

The website statistics are contained in the agenda package and are available for public review in the District Office during normal business hours.

D. Public Comments/Communication Log

The complaint log is contained in the agenda package and is available for public review in the District Office during normal business hours.

E. Acceptance of Fiscal Year 2014 Audit

Mr. Moyer stated I want to enter some of the highlights of the audit for the record. The first page contains a section called opinions. Their opinion states that “the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activity in each major fund of the District as of September 30, 2014.” That is typically referred to as a clean opinion, which means the auditors had no exceptions or qualifications to the financial statements that we provided to the auditor at the close of business on September 30, 2014. Page 22 is an analysis of what this Board controls, which are assessments and expenditures against the general fund. They are showing that for fiscal year 2014, we collected \$59,328 more than we expended. That surplus went to fund balance to increase your overall fund balance. In essence, you did a good job in your responsibilities of maintaining the District. The next item is a report dealing with internal control and compliance with laws, rules, contracts, and things of that nature. Under internal controls, they state “During our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses.” Under the compliance section, they state “The results of our tests disclosed no instances of non-compliance or other matters that are required to be reported under *Government Auditing Standards*.” The last thing I will point out is the management letter. There are certain findings that are required, either by State law or by rules of the Auditor General, and this is also an opportunity for the auditor to bring before the Board suggestions on how to make our financial reporting system better, even though it may not be a material weakness. Under current year findings and recommendations, they state they did not have any recommendations. Footnote 6 says the District has not met one or more of the

financial emergency conditions described in Section 218.503(1), Florida Statutes. That particular section of the Florida Statutes defines what a financial emergency is. By not meeting one or more of those conditions, to say it another way is that we are not in a state of financial emergency. It is a double negative. I will ask the Board to accept the audit and to authorize us to file it with the appropriate State agencies.

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, unanimous approval was given to accept the audited financial statements for fiscal year 2014 and to authorize staff to file it with the appropriate State agencies.

F. Consent Agenda Policy

Mr. Moyer stated the idea of a consent agenda is for things that are considered to be routine and repetitive that do not require Board discussion. We put those things in a consent agenda to streamline the meeting. If any Supervisor sees something that you have a question on, you simply remove it from the consent agenda, and the Board will discuss it. Things that we normally put on there are minutes, invoices, and things that you see every month. We would not include things dealing with policy or rules or staff reports.

Mr. Farnsworth stated it sounds like there is very little that will actually end up on the consent agenda, if I am understanding it correctly.

Mr. Moyer stated I think that is right.

Mr. Walls stated I brought this up a couple months ago. Consent agendas are routinely used in different Board meetings. It would allow you to put together the minutes, the invoices, and things we do not need to discuss but we can review beforehand. The audience will be able to see these things in the agenda, and it will not be a controversial item or a policy item. If there is something you want to discuss and want to pull it off the consent agenda, you can. But if you do not and everyone is okay with it, you can put everything in one motion and approve three or four things at one time to speed up the meeting a little. That was the thought behind this.

Ms. Kassel stated I think it is a nice idea. I do not know how applicable it is right now for us. Maybe as we age a little, it will happen. So often, there are corrections to the minutes and questions on the invoices.

Mr. Walls stated the idea is, we all read the agenda package before we come to the meeting. If you have questions or small corrections, you handle that in advance. Then we save that five minutes to talk about other things at the meeting. That is the idea behind it.

Mr. LeMenager stated I do not know that we spend that much time on it. A typical meeting is always done by 8:00 p.m. anyway. It is pretty rare that we go past 8:00.

Ms. Kassel stated unless we are discussing the rules.

Mr. LeMenager stated it depends on the topic. I do not know that it is necessary.

Ms. Kassel stated let us visit this again next month and think about it. Is there anything that we would want to put on a consent agenda? Does it feel like if we did a consent agenda this month, we would save five minutes?

Mr. Walls stated think about it as you review the agenda package.

Ms. Kassel stated let us discuss it again next month and the month after as a possibility.

Mr. Farnsworth stated I think we need some idea of what would be on a consent agenda, so that we can make an intelligent decision.

Ms. Kassel stated the acceptance of the minutes and the invoices.

Mr. LeMenager stated I do not have a problem reviewing those separately.

Ms. Kassel stated I do not, either.

Mr. Walls stated if that is the will of the Board, that is fine. Several people came to me and said these meetings take a really long time.

Ms. Kassel stated they do, but I do not think this will save anything.

Mr. Farnsworth stated one thing it will do is reduce the size of this file.

Mr. Walls stated it would still be in there because you still have to review it. We would put everything in one agenda item.

Mr. Farnsworth stated as far as I am concerned, it should be in a separate file and keep it free from the rest of the agenda. It gets really big.

Ms. Kassel stated it would be embedded within this agenda.

Mr. Walls stated we will consider it next time we have all the Board members in the room.

Ms. Kassel stated for the benefit of the audience, the Board reviewed over 328 pages this month to prepare for this meeting. That is the package that we were sent last week.

G. Number of Registered Voters – 926

Mr. Moyer stated this item does not really have any meaning to the District where we are in our life cycle, but I am still required by law to report the number of registered voters. That was important when we had fewer than 250 registered voters because it determined how we elected Supervisors. We have been electing Supervisors through the

general election process for a number of years. It is interesting information, nonetheless, and we have 926 registered voters in Harmony.

TENTH ORDER OF BUSINESS**Consideration of Aqua Cycles**

Mr. Walls stated I presume this is what Mr. Berube mentioned last month.

Ms. Kassel stated I am sure everyone reviewed this information. To me, this is another boat that will eventually be sold off for no money because I do not think we are going to get enough usage out of it. I think if we want to buy another pontoon boat or something similar, that is one thing. I do not think a paddle pontoon boat is going to be popular enough among the residents. In polling the audience, three people indicated it would be appealing.

Mr. Walls stated my thoughts are the same as Ms. Kassel's. If we are going to get a boat, the ones that get the most usage are the pontoon boats, which are motorized, and the bass boat, which is motorized. Beyond that, they are used hit or miss. In looking at the usage report from the past few months, we probably need to look at getting another boat, and we have talked about that as part of the upcoming budget process. I am hesitant to pursue these.

Mr. LeMenager asked what does a pontoon boat cost? This is \$5,300 for something you have to paddle.

Mr. Walls stated the pontoon boat will cost more, but in terms of the usage, I think we will get a lot more out of a motorized boat.

Ms. Kassel stated if we have any residents who want to go in together and buy a paddle/pontoon boat, we would be happy to accept the donation.

Mr. Farnsworth stated out of all the boats we have, that is the only one I would consider taking out. I like the idea, though.

Mr. LeMenager stated we can put it in the budget discussions. Clearly, the champion of the idea is not here today. During the budget process, we can certainly take a look and see if we have money for it.

Mr. Walls stated we will discuss it during the budget discussions.

ELEVENTH ORDER OF BUSINESS

Discussion of the Rules of Procedure

A. Blue-Lined Rules

B. Clean Draft Rules

Mr. Moyer stated Ms. Brenda Burgess sent out some updated drafts based on our discussion last month. Mr. Farnsworth has been working very hard on these and has given us some input that is not reflected in here but will be on the next iteration.

Mr. Farnsworth stated each one of these chapters should have a cover page and a table of contents, for consistency. Right now, only Chapter 1 has that. Chapters 3 and 4 do not and should have. I have made no attempt to introduce that in anything I sent to you. I want to compliment Mr. Walls on what he came up for with the detailed information that went into Chapter 3. Relative to the structure of the chapters that we have, the numbering sequence in the various chapters is not consistent. It is somewhat, but at some point, someone should go through and make them consistent so that it looks like our document and something that we put together orderly, not something that is a hodge podge that has been put together, like it has been. We need to clean that up. In that regard, the one thing I sent to Mr. Moyer and Ms. Burgess had the number sequence changed in Chapter 3 to be consistent with Chapter 4. The issue I have ultimately is in Chapter 4, Section 3. I believe what has been done there is bad. In my opinion, it makes second-class citizens of renters. In my opinion, that should not be done. You are begging for problems. You have had problems with that before. The way this has been rewritten is just asking for more problems. Setting apart a special exemption for military to get around this, in my opinion, is not the proper solution. If you want to give the military an extra credit, like a perk for being in the military and their card is free, I will support that, but not the way this section is written right now. It is bad policy. I have a totally different proposal for the wording of that section. If you go with the type of wording that I have suggested, then you do not need the extra lines in the definitions for exemptions for military and definition for a card for a guardian. I will provide a flash drive to Mr. Moyer that has everything on it to justify and to show what I am talking about. The process of clearing and issuing an access card follows a very clean flow diagram. The first thing you have to do when someone applies or wants an access card is to confirm they are who they say they are. If they are, then determine what kind of access to the facilities they are looking for. Then determine if they are a resident, a non-resident, or if they are looking for a special event access. If they are a resident, by the very definitions that we have in

the rules, a resident is defined to include owners and renters. Renters are not segregated out as some evil person who does not belong as a resident. If they are residents, then the two categories are either renter or owner. A renter does not stand out as someone to be differentiated against. The owner obviously gets a permanent card. The renter has some kind of defined period, either short term or long term. We have to decide if we place a restriction on the minimum term, which is a different issue, but we do not segregate against them. A non-resident has two categories. Did the concept of a guardian come from the Fishhawk rules? I had never seen it before. I just wondered where it came from.

Mr. Walls stated I distributed it last month.

Mr. Farnsworth stated there is nothing wrong with a guardian, just how it fits into this flow diagram. I would like for the Board to seriously look at this and see if you agree with how that flow occurs. If you do not, then correct it for me to what you think that flow should be.

Ms. Kassel stated I think the flow looks fine. The question is how we establish identification and how we establish residency. That is the question.

Mr. Walls stated Mr. Farnsworth raised the military exemption piece, and we talked about this a little last month. The reason that was included in the draft language is because we ask people for identification that shows they are who they say they are and that they live here. Military members, under Florida law, do not have to update their driver license as quickly as every other resident has to. The idea is that they move around, so they do not need to worry about that as quickly. That is the reason for the exemption because it is included in State law.

Mr. Farnsworth stated if you want to give them a special credit and give them the card for free, that I will happily support.

Mr. Walls stated it is not about the cost of the card. If they are a resident owner, they get their card free just like every other owner.

Mr. Farnsworth stated what I am trying to say is if you handle the renter category correctly, they do not need a special category for them. It is not necessary.

Mr. Walls stated I thought the reason we discussed last month that we have a separate category for renters is they have a lease that has an expiration date. We have had the situation where people have moved but continue to use our facilities, which is why we went to the access cards. The other issue is that renters have to be issued cards more

frequently because those leases expires or they move other places within the neighborhood. There is a cost associated with that. If you are an owner and you stay in your house for six or seven years, you are issued a card when you purchase the home unless you need a replacement for it being lost or something.

Mr. Farnsworth asked are you saying that the cost of the card is so high?

Mr. Walls stated the cost of a card is \$18.

Mr. Farnsworth stated then increase the price to \$20. Do not segregate this portion of your population. That is bad.

Mr. Walls asked how do you not segregate them to collect that money?

Ms. Kassel asked is Mr. Farnsworth saying that we should not charge renters anything for their cards?

Mr. Farnsworth stated no, that is not what I said. I have never said that in anything I am proposing. If you believe the cost is more than \$10 and they have to renew a card more frequently, then you change the price to reflect what you think it should be. Do not penalize them to the point where they cannot even get a card. This has happened.

Ms. Kassel asked can we resolve what you are talking about by saying the identification has to be a picture ID from a State or Federal agency and it does not need to have their address on it as long as their document to prove their residency has their name and their Harmony address?

Mr. Farnsworth stated yes, that separates out the identification. You can have a passport, a driver license, or an ID card from anywhere, as long as it can be proven that the document is legitimate. Then they have proven who they are. They do not need a driver license from Florida. That kind of requirement for anyone is bad.

Ms. Kassel stated I agree.

Mr. Walls stated I do not think that changes the fact that we have to treat them differently because we require different documents from them and we require money from them. You are just changing the identification requirement.

Mr. Farnsworth stated no.

Ms. Kassel stated there is a whole separate section for renters.

Mr. Walls stated that is correct, which there has to be because you are asking for different documentation and money from them that you are not requesting from an owner.

Mr. Farnsworth stated you have not seen what I have proposed, so I will provide it.

Mr. LeMenager asked what are you proposing in Section 3.1.5.5?

Mr. Farnsworth stated in Section 3.1.5, there will be three sections. The first paragraph will be proof of personal identity. The second and third will be proof of ownership and proof of renter status. That is all. Each one of those sections is a distinct entity and what action you are taking. In the first paragraph for proof of identity, that is your picture identification to prove you are who you say you are. Then you go to the next step: are you an owner or a renter? If you are an owner, then you provide the normal things. If you are a renter, then you need to have the lease agreement and one more item. You have separated it out so you can distinctly identify where you are in that process. Right now it is sloppy, and the changes that were added made it even worse than it was before.

Mr. LeMenager stated that is not a bad way to do it.

Ms. Kassel asked can you work with Mr. Qualls to clarify because I am not clear on what you are proposing? I would need to see it on paper.

Mr. Walls stated I am hesitant to get into a long discussion tonight on this. What I would like to see, for the benefit of everyone, is to make the changes we think need to be made in terms of what is in this draft right now, which Mr. Farnsworth has done. We have discussed a lot of these changes already. We can tweak those if we need to, but we have already discussed a lot of these. We can work on changes to our own documents that can be circulated. How can we circulate changes to each other without running afoul of the Sunshine law?

Mr. Farnsworth stated that is the trouble; it is difficult to do. This is not a working group where we can share and modify a document. That is not how we function.

Mr. Walls stated I do not have what Mr. Farnsworth is proposing in front of me, so I cannot compare it in a reasonable amount of time.

Ms. Kassel asked could you send the revised part of 3.1.5 to Ms. Burgess or Mr. Moyer, and they can include it as an addendum to be discussed so we can see what you are talking about? I am a bit confused.

Mr. Walls stated once this is put in the public record, it can be distributed. We cannot discuss it among ourselves, but you can distribute it to all of us.

Mr. Moyer stated if each of you does your own analysis and sends that to me, and I distribute it to everyone, you are not really having a conversation. You are not talking about anything. All you are doing is giving your thoughts. We will put it in the agenda package, and when we meet to discuss the rules, you will at least have everyone's thoughts but you will not be talking directly among yourselves.

Mr. Qualls stated I am comfortable with that. The Sunshine law says you cannot have a meeting outside of a publicly noticed meeting. Everyone is sharing their input to the rules and giving them to the manager for inclusion on the agenda package, and you will all come together to discuss it at the next meeting. I do not see a Sunshine law violation. Just do not respond to one another.

Mr. Walls stated we can all make the tweaks that we want to see made to the full rules package. That will be included, and I can say that I like what Ms. Kassel did on this particular page. If everyone agrees, we can include that in the revised rules and make that change, rather than trying to describe what we think the rules should be back and forth. That will take a long time. Then the public can review what we all proposed and see what they like and provide their comments accordingly. I see that as the easiest way to do this rather than trying to go back and forth.

Mr. Qualls stated my advice is to make your comments on something that is already in the public record. Do not get something from another Supervisor and comment on that, since that would be a Sunshine law violation.

Mr. Walls stated right. Maybe Ms. Burgess can send us the current red-lined version of the rules, and we can make our changes to that.

Mr. Farnsworth stated she has essentially done that.

Mr. Walls stated I mean the Word document so we can edit it. If everyone has time to make their changes, we can look at everyone's version and choose what we like from each one.

Mr. LeMenager stated I admit that I was unhappy to hear Mr. Moyer say this could go on for three more months.

Mr. Moyer stated I am just reflecting past history.

Mr. LeMenager stated I understand. I appreciate Mr. Farnsworth's comments about some inconsistency in terms of numbering and how things are put together.

Mr. Farnsworth stated it is not a major issue, just a cleanup.

Mr. LeMenager stated I understand completely. The reality is that it was put together piecemeal over many years. The body of it came from the original developer, and we are trying to clean it up. I like your idea a lot. It sounds great changing 3.1.5 in that way based upon your chart. That makes good sense to me. If each of us actually submitted comments, do you have any idea how many hours we would be sitting here talking about minutiae?

Mr. Walls stated I am not talking about going through and changing “may” to “shall.” I am talking about broad context. Mr. Farnsworth was talking about the access cards and his concept, so he should present it in that manner.

Mr. LeMenager stated I think we pretty much have broad concepts here.

Mr. Walls stated we do not have much left.

Mr. LeMenager stated he has only introduced one new concept. He would like to tinker with 3.1.5. From his presentation, it makes sense and sounds like a good idea.

Mr. Walls stated I have not read it.

Mr. LeMenager stated I understand. We should not be surprised, and that is why I submitted my revised Chapter 1, Amendment 4 so everyone could have a chance to read it ahead of time. What you really need to do is send information to Mr. Moyer and Ms. Burgess early enough so hopefully they can actually get it in the agenda, though I was a little late for mine. At least get it to them several days ahead so they can send it to us. I agree with you completely that you do not want to sit here and discuss something on the fly that you have not actually read and had time to think about.

Mr. Walls stated that is all I am asking. They may be great changes, but I would like to read them before I agree to them.

Mr. Farnsworth stated I was trying to make my point that I was rather unhappy with the way the wording of that section came out. When you consider these things, Chapter 4 has a lot of references to maps and attachments, but nothing is ever attached. Either attach it or quit saying it is attached. Regarding the boats, I think user responsibility should be expanded a little. My rendition of what should be in 5.8 has been submitted to Mr. Moyer. It is only three items and is not as long as it was before.

Mr. Walls stated we should have a date for us to submit our changes to the rules for when they need to be included in the next agenda package. We will make sure we get any

changes we would like to see to Mr. Moyer by then. Hopefully next month, we can button a lot of this down so we can set the public hearing for the following month.

Mr. Moyer stated our next meeting is May 28, and we try to get the agenda out to you a week ahead of time. If you can get that material to us by the 19th, that will give us sufficient time to include it in the package. To follow up on Mr. LeMenager's comment, what I envision the process to be is, next month we will talk about these collective recommended changes to the Board and come up with a final rule. That has to be advertised, so we will have a public hearing in June and adopt them in June. So it will not be three months but two months.

Mr. Walls stated that is what I am thinking.

Mr. LeMenager stated that sounds good, which is why I am pushing it. June is better than July.

Ms. Kassel stated no, it is not. I have been invited to a general assembly at the United Nations on June 25, which is the day of our meeting. I would like to not have to turn down the invitation because I have a CDD Board meeting. I take my official position seriously, but I have never been invited to a general assembly of the United Nations. I would really like to go, and I would really like to be here for the vote on these rules.

Mr. Walls asked should we push the hearing to July or leave it in June?

Mr. LeMenager stated that will be determined by next month's meeting if we are in agreement that this is what we want to do.

Ms. Kassel asked do we need a workshop?

Mr. LeMenager stated it depends. I think we can get through the agenda quickly.

Mr. Walls stated we will defer that. We cannot schedule the public hearing now, anyway. We will discuss it next month.

Ms. Kassel stated what we removed that Mr. Qualls suggested we leave in—Sections 1.1.008 through 1.1.015 that reiterate Florida Statutes—I have changed my mind that we should take them out. I feel like when the Board reads these rules, it is realizing some of its obligations to the Florida Statutes that it may not have realized before. We, as Board members, do not go through these many hundreds of dense Statutes of information about what a Florida CDD entity is responsible to do and the whole package that we were given by the attorney when we became a Board member. I like the idea of keeping them in the

rules because I think they remind the Board and the CDD body of what their obligations are.

Mr. Farnsworth stated I am not saying yay or nay. But if you are going to leave those sections in the rules, should we do the same thing in Chapters 3 and 4? I am not opposed to doing it. I am just asking the question.

Ms. Kassel stated the only place we removed these was Chapter 1, Amendment 1.

Mr. Farnsworth asked why are they there and not in Chapters 3 and 4? We are inconsistent again.

Ms. Kassel stated I think 1.1.015 was the three-day right of rescission, and I think that probably should be removed because that is the one that we cannot actually enforce. That could be removed, but not the others. They deal with the District facilities report, public financing information, and procedures for the District to furnish to each developer of each residential development within the District copies of public financing. These sections really mostly deal with public financing, which are dictated by Florida Statutes. Most of the rest of our rules are elective and things that we make up.

Mr. Farnsworth stated this is intended to cite where your authority is coming from. Even Chapter 3 or Chapter 4 has some reference to the authority, even if it is a top-level authority.

Ms. Kassel stated we can ask Mr. Qualls to include that. I see that Amendment 2 has the specific authority listed, agenda page 237.

Mr. LeMenager stated I think that has a lot more to do with who the attorney was at the time.

Mr. Qualls stated to give you some perspective on the rules that Ms. Kassel is talking about where it says “specific authority” on the bottom, that is modeled after the Florida Administrative Code. For all State agencies that promulgate rules—Department of Revenue, Department of Highway Safety and Motor Vehicles—each rule that those agencies promulgate will have a section noting specific authority. The reason for that is, if you are a State agency promulgating rules pursuant to Chapter 120, Florida Statutes, a rule may not be inconsistent with general law. Your rules should not be inconsistent with general law. I think it is always good to have specific authority. I appreciate what Ms. Kassel is saying. I would encourage you to read the Statute in these sections and then read the rules. They are not verbatim. I think that by putting these in the rules, it sends a

good message to the District of what you are expecting to be disclosed to a potential purchaser within the District. My points have been made clear in a memorandum.

Ms. Kassel stated I have changed my mind on it. I do not know if anyone else is going to, based on what I argued. I would like to keep those sections.

Mr. LeMenager asked was the vote to remove them unanimous 5-0?

Ms. Kassel stated we did not vote. We have not voted on anything. We are just having discussions.

Mr. LeMenager stated I understand. We are discussing what to put in, what to red line, and what not to red line.

Ms. Kassel stated exactly.

Mr. LeMenager stated the red lining was pretty unanimous.

Ms. Kassel stated I supported it at the time, and I have changed my mind.

Mr. Walls stated the way I view it is that these are requirements of the law.

Ms. Kassel stated but we did not know that as the CDD Board until we read these rules.

Mr. Walls stated yes, but that is up to our legal counsel and manager to tell us. The way I view it, residents come and look at these rules. We have a lot of clutter in there now, and these are things we have to do according to State law. Residents come and read these rules, and I do not think this is what they are necessarily looking for. They want to know how to get an access card.

Ms. Kassel stated so we direct them to those particular chapters.

Mr. Moyer asked would it help to have an introduction that says we are following the procedural rules in Chapter 120, Florida Statutes, and Chapter 190, Florida Statutes? If you want more specific information about the process or the authorities, residents should consult those chapters.

Mr. Farnsworth stated that would be fine.

Mr. Moyer stated then you do not clutter the rules. It will be two lines in the header of the introduction.

Mr. Walls stated this does not make sense to many people. It is a lot of information they are never going to care about in their entire lives. That is why I wanted to remove it.

Mr. Moyer stated we can also refer them to the website, and we do have Chapter 190, Florida Statutes, linked on the website. They can click on that chapter and read all about what we can do and what we cannot do.

Mr. LeMenager stated my point last month was, if you have all this in our rules and if the Legislature decides to change the rules, then we have to change ours. That is a nice, clear statement about the availability of District public financing information to existing residents. That is clear, and people know that they have access to it. That is where I suggested we stop.

Mr. Walls stated this is something Ms. Kassel can include in her draft update, and we can consider it next month.

Ms. Kassel stated regarding Chapter 1, Amendment 4, I do not believe that any of us, including Mr. Qualls, have really looked at this amendment. In our first meeting and discussion of it, we wondered where it came from. It is marked a draft, and Mr. Qualls said it might not even have been adopted. It turns out it was adopted in 2003, unanimously by the Board. We did not know about it. Coming in as residents, because we had not seen it, we did not even know there was an obligation on the part of the Board to meet with the HOA in our rules. That is why we have not met, not because we do not care about it but because we did not even know about it. We were not even aware of it. We heard from quite a few people who attended here tonight, I think fairly specifically. They wanted their voices heard on this particular amendment that they prefer not to have it changed.

Mr. Walls stated the reason why we discussed removing this rule is because it has been here all this time, and it has never directed any single one of our actions, ever.

Ms. Kassel stated that is not true.

Mr. Walls stated we never looked at it and we never contemplated it in terms of making any decision here. If anyone says they have, I do not believe them. It has been sitting here and has made no difference in anything we have ever done, probably in the entire history of this Board. That is the reason why we discussed removing it.

Mr. LeMenager stated Mr. Kramer has proposed a revision to this amendment, that I asked be forwarded to the Board. His revision basically removes the HOA wording.

Mr. Farnsworth stated unfortunately, it substitutes something just as bad.

Mr. LeMenager stated that is why we have discussions. We have not done a lot of these things, and we did not do a lot because we had Mr. Greg Golgowski. We now have a developer who wants to make money, period, and really could care less about what this community is going to be. It was great, but how many times were we in meetings and an issue on the environment or use of a chemical would come up? We just looked to Mr. Golgowski for his thoughts. He is not here anymore. I do not think it is a bad idea to actually have something in place that, in essence, replaces Mr. Golgowski.

Mr. Walls stated I do not disagree with you. We make decisions that impact the environment in terms of our landscaping contract, pond maintenance contract, and maybe how we place some of our parks. I have no problem bringing in people to give us advice, whether they be residents, consultants, or whomever is needed to make the best decision. What has been proposed in Mr. Kramer's version is a standing committee made up of I am not sure who. I do not know what they look at all the time. If we are going to have a committee-type structure, we bring them in when we need them. If we are looking at a pond maintenance contract, I do not know much about pond maintenance but maybe there are some people in the community who do. Maybe we can put together a group at that time to help us look at the contract.

Mr. Moyer stated I want to warn you that if it is a formal committee of this Board, it is subject to the Sunshine law, minutes, and record keeping. There will be costs involved to have a formal committee versus a group of residents that just get together, look at the agenda, and get together to attend a meeting like this and tell the Board what they want. It would not be a formal committee, but it would be an informal group of residents.

Mr. Walls stated that is something I discussed with Mr. Kramer. If the committee is subject to the Sunshine law, those committee members cannot talk with each other outside of those meetings.

Mr. Moyer stated that is correct.

Mr. Walls stated it creates an issue that I do not think we want to get into.

Ms. Kassel stated that may not be the case.

Mr. Walls stated we have the expert right here.

Mr. Moyer stated we have the legal expert.

Mr. Kramer stated my understanding is that there is an exemption in the advisory situation, that as long as the Board is not making any specific decisions and we are only advising the Board on decisions, it was actually exempt from the Sunshine law.

Mr. Farnsworth stated if it involves more than one Board member, it is not exempt.

Mr. Kramer stated it will not involve more than one.

Mr. Walls stated the public comment period is over.

Mr. Qualls stated there is a rule on public comments. These are public meetings that have to take place with a certain amount of respect. The District has a rule on public comments, but that is beside the point. We advise the Board, in an over abundance of caution, not to have two Supervisors meet outside of a publicly noticed meeting. We take that so far as to say even emails back and forth can be construed as a meeting, because the Attorney General has said that. If there is going to be a committee, our advice is that only one Board member would serve on that committee.

Mr. Moyer stated my understanding in working with a lot of attorneys on Districts throughout the State of Florida, if it is a formal committee of this Board that will make a recommendation to this Board, that needs to be done in the Sunshine, and it has to have minutes recorded.

Mr. Farnsworth stated that is the reason you do not want to make it an official committee.

Mr. Walls stated that is not inconsistent with what we do at the County level. If we sit on a committee that will advise the Board, we have to take minutes, we have to post the meeting, and we have to operate in the Sunshine.

Mr. Moyer stated yes.

Mr. Qualls stated this came up recently with another client where the Department of Highway Safety and Motor Vehicles was putting together an advisory Board. The law says that if that Board is going to have some input in the decision-making process, then it falls under the Sunshine. If it is not going to have some input into the decision-making process, then it begs the question of what is the point. If there is going to be an advisory committee, it would fall under the Sunshine and would trigger all of those requirements.

Mr. Farnsworth stated I ask everyone, including Mr. Kramer, to review my revision. I expanded what I provided earlier. I ask that you review my suggested revision to Chapter 1 to accommodate the desires of what are in Amendment 4.

Mr. Moyer stated I will provide that to everyone.

Mr. Farnsworth stated what I suggested is my wording. It has not been reviewed by the attorney to justify the wording.

Mr. LeMenager stated what I am hearing is that, in general, there is support for codifying the nature of what we want to do. It is more about the specifics of how to keep it legal, given the onerous requirements of the Sunshine law.

Mr. Farnsworth stated it is how you make things actionable. Most of what is in Amendment 4, as it stands right now, are not actionable items.

Ms. Kassel stated that is not true.

Mr. Farnsworth stated yes, it is.

Ms. Kassel stated they are absolutely actionable in terms of decisions we make on landscaping and pond treatment.

Mr. Walls stated those are not rules; they are policies. Nothing in there makes this Board do anything.

Mr. Farnsworth stated that is correct; they are not actionable items.

Mr. Walls asked if it does not make us do anything, then why is it a rule? We can set policies on how we make decisions. We can say that we are going to consider the environment in our decisions, and we can say that we will solicit input from the public when we make these decisions. But the rule, the way it stands now and the way it has been amended, is not a rule. It does not make this Board do anything, except possibly create a committee that will be subject to the Sunshine laws. It is possible that it would be a defunct committee that we have in our rules because we cannot get enough people to serve on it two or three years from now. Then we end up where we are now, with a rule that says we have to do this, but we cannot do it because the committee that it is referencing does not exist. That is my concern. Why put it in a rule? I am all for doing anything that it talks about. I have no problems with that, but let us think about how we do it, and do it in a smart way so we can get the most out of it. That is all I am saying.

Ms. Kassel stated I think the rule is already there. It has us meet with the HROA or the Companion Animal, Habitat, and Wildlife Committee, which is a group of residents. It is not an advisory board but a committee of the HROA.

Mr. Moyer stated that is fine.

Ms. Kassel stated that committee has meetings, and it is already established. We already have the rule.

Mr. Walls stated so this committee meets. What do we discuss with them? That is the whole issue. If we have a specific issue that we want to get some input on, then let us do it. We can tell them we are looking at our pond maintenance and how we do that, and ask if there are better ways to do that.

Mr. LeMenager stated I voted with Ms. Kassel last month in terms of not eliminating everything in Amendment 4. My position is more compromised. I will be very clear. As long as the HOA is controlled by the developer, I am not in favor of cooperating with the HOA in any way. The HOA is 100% controlled by the developer, despite the fact that this community is 11 years old. I will not vote on that. The problem with a policy is that you can change it at any time. Clearly, you cannot change rules that quickly. To me, it really comes down to how we actually move forward in the future where we are in charge and no one is giving us anything anymore and how we address that in terms of the rules that we must follow until a future Board wants to change it. We are trying set something down as to the best practices, based upon the goals and objectives of the community.

Mr. Walls stated yes. But why box yourself into a rule when things change?

Ms. Kassel stated that is the issue: why box yourself in.

Mr. Walls stated circumstances may change. We might make a rule that says we want this committee, it has to have so many members, and they must have this area of expertise. What happens when we need information on another type of item? Do we make another rule that says we form a committee for this type of item, roads or whatever it might be? Why box yourself in like that? Why not just say that we will solicit input when it is needed?

Ms. Kassel stated that is what I am objecting to. I am objecting to we get to decide when we allow input.

Mr. Walls stated that is the way this reads now.

Ms. Kassel stated no, it does not.

Mr. Walls stated we do not have to listen to anything these people tell us, and I do not even know what they are going to look at. There are no specifics that say what items they are going to look at.

Mr. Farnsworth stated read my original suggestion before you rehash all this again.

Mr. Walls stated we will submit our changes to Mr. Moyer for the agenda package next month.

Ms. Kassel asked can we discuss Chapter 3?

Mr. Walls stated I recommend that we make the changes that we are asking for, and we will submit them to Mr. Moyer to discuss next month.

Ms. Kassel asked all our changes for all the rules?

Mr. Farnsworth stated yes.

Ms. Kassel stated the only problem I have with that is we have all these residents who are here to listen, understand, and learn what these changes are that we are proposing. If we make recommendations to Mr. Moyer that will appear in the rules, we are not informing them of what some of the proposals are to change the rules.

Mr. LeMenager stated we received specific proposals for Chapter 3.

Mr. Farnsworth asked do you want me to list out my suggestions, or do you want to read it?

Mr. LeMenager stated for Chapter 1, Amendment 4, we have said we are going to review it. There is obviously will to keep something, but it is just a matter of what we keep.

Mr. Walls stated if you have a major concept change to something in these rules, let us discuss it tonight. If we are talking about changing wording, let us not discuss it tonight. We will review that for next month's meeting.

Ms. Kassel stated with regard to Chapter 3, there is now a section on usage fees and rental schedule. It is in the agenda package that is on the website now. There are a number of fees for use of the soccer/football field, Swim Club, Buck Lake pavilion, Buck Lake fishing pier, and Town Square. There is information on damage deposits, on how many free rentals are allowed for residents versus non-residents, and other things like that the residents will want to know about.

Mr. Walls stated to be clear, the fees are for non-residents and non-resident entities.

Ms. Kassel stated the usage and rental fees do not say they are for non-residents.

Mr. Walls stated go to the next section for general provisions.

Ms. Kassel asked where does it say that 1.4.2 is only for non-residents?

Mr. LeMenager stated it does not. It says residents get two free rentals.

Ms. Kassel stated residents get two free rentals of a facility.

Mr. Walls stated 1.4.3.3 says “The above-listed fees are applicable to all users of the District’s recreational facilities, including but not limited to the following: for-profit and non-profit organizations, individuals who do not possess a valid access ID card pursuant to Chapter 4, Parks and Recreation Facilities Rules, and any resident reserving the facilities on behalf of a business or a non-profit organization.”

Ms. Kassel stated that means it is for residents as well as non-residents.

Mr. Walls stated no. Residents are excluded from that list.

Mr. LeMenager asked then why have 1.4.3.4?

Ms. Kassel stated it does not say they are excluded. It says the above-listed fees are applicable to all users, including but not limited to. It does not say anything about excluding residents.

Mr. LeMenager stated that is right.

Mr. Walls stated I will give you that; it should not say that.

Mr. Farnsworth stated I reworded that in my revision.

Mr. Walls stated the intent is not for residents to pay those fees.

Ms. Kassel stated I am not saying residents should not pay usage recreational fees. I just want you to know that we are proposing these recreational fees, and I want input from the residents. One of these proposed changes that Mr. Walls included is that residents are limited to two free rentals of a facility per year. I do not know if that means of each facility, or of the total number of facilities. That needs to be made clear. I just wanted the residents to know those are some fairly substantial changes.

Mr. Walls stated these are lifted from Fishhawk’s rules. These are just for discussion.

A Resident stated in the past, we have had a non-resident fee for someone to use our pool.

Ms. Kassel stated no one has ever paid that. This change is different. This is for use of the soccer field, the Swim Club, Buck Lake pavilion, the fishing pier, and Town Square.

Mr. Walls stated the idea is, from time to time, outside groups come in that do not pay our CDD assessments. They want to come in and use our facilities. Right now, they can do it for free, for the most part, because there is no fee in the rules. The intent is to change that.

Mr. Farnsworth stated to codify it.

Mr. Walls stated yes, so outside groups and non-residents who do not pay CDD assessments will have to pay a usage fee.

The Resident stated that is a good change.

A Resident asked so residents can use the field for soccer?

Mr. LeMenager stated we got the soccer and football groups to give us \$500 each, but if they are residential groups, then we just lost money.

Ms. Kassel stated this proposed change says limited to two free rentals of a facility per year.

Mr. Walls stated what that means is if you want to have a birthday party and you want to rent the pavilion, you can get it twice for free as a resident.

Ms. Kassel stated so it is for each facility, not for all the total number of facilities in total.

Mr. Walls stated yes.

Ms. Kassel stated we will have to make that clear if we are going to do that.

Mr. Walls stated yes.

Ms. Kassel stated I wanted to bring this forward so that the residents can look at those fees and come back to us with your thoughts.

A Resident asked will this be discussed at the next meeting?

Ms. Kassel stated yes.

The Resident stated I am trying to get the soccer schedule together.

Ms. Kassel stated the proposed change says \$15 per hour for the soccer/football field. The reason we used that amount is because we incur usage on those fields. The more heavily they get used, the more intensive our costs are to maintain them. We used Orange County's extensive study for Orange County's purposes of what it costs Orange County to maintain their facilities and parks when they have usage.

Mr. Walls stated that is the fee Orange County charges leagues that use their fields.

Mr. LeMenager stated I think this needs to be reworded a little, but I do support the idea that we need to have some defined fees in here. It is all up in the air now.

Ms. Kassel stated one of the things we discussed in the past was that a fee schedule is a policy and not a rule. If we put the fee schedule in here and we want to change it, then we have to go through another rulemaking process. If we have the fee schedule as a policy, then the rules will simply say to refer to the fee schedule.

Mr. LeMenager stated the trouble with that is it will be like the maps and attachments Mr. Farnsworth mentioned in Chapter 4: where are they. This is nice because it is the rule showing the fees.

Mr. Walls stated what I have seen in other places is they say these are the initial fees that are listed in the rules, and it allows for updates from time to time. Is it possible to have these initial fees in the rules and then three years later, we can adjust the fees? We can have language that says these fees may be adjusted from time to time by the Board without having to go through rulemaking to change that. Or should we just pull them out? How do other Districts do it?

Mr. Moyer stated they have done it both ways. Chapter 190, Florida Statutes, makes it pretty clear that in order to charge rates, fees, or charges, it has to be adopted by rule.

Ms. Kassel stated we have discussed before about not wanting to put fees in the rules and have a fee schedule that the rules reference.

Mr. Qualls stated I believe I saw in this rule the particular Statute. I am pretty sure it can be adopted by a resolution of the Board. Pursuant to the authority of Section 190.011(10), Florida Statutes, the Board can adopt a resolution. It is on page 257 of the agenda package, Chapter 3, Section 1.3.

Ms. Kassel stated that is new because it is in blue.

Mr. Qualls stated yes.

Ms. Kassel stated Section 1.3 of that chapter reads, "Pursuant to the authority in Section 190.011(10), Florida Statutes, and as may be provided by resolution which may be amended from time to time and adopted by the Board of Supervisors at a publicly advertised meeting, the District may collect Special Event fees or charges necessary for the conduct of District activities and services. Refer to Sections 8 and 9 of Chapter 4, Parks and Recreation Facilities Use for rules regarding Special Events."

Mr. LeMenager stated that is for special event usage. This is for normal usage.

Mr. Walls stated I think it is referencing the same thing.

Mr. LeMenager stated we need to be clear about what the fees are for.

Mr. Walls asked we could reference the fees in the rules and then pass a resolution outside of that to adopt the fees?

Mr. Farnsworth stated if you leave it in the rules, anyone who wants to look it up can easily find it, but not if it is a separate document.

Ms. Kassel stated not so easily. If it is a separate document, you can point them to that document. They do not have to go through 75 pages of rules to find it.

Mr. LeMenager stated hence Mr. Farnsworth's comment about having a table of contents.

Mr. Walls stated I agree with Ms. Kassel that we can have a link to the fee document. People can click on it to see what the fees are right away. You can do that anyway. It makes it difficult to change things. If we find that a fee is too low or too high, then we have to go through rulemaking to change that.

Mr. Farnsworth stated if that is all you are considering, it does not take that much to do. I am not in favor of a separate document.

Mr. Qualls stated your resolution can give you some flexibility in that regard, I think. The Statute says you have "the power to raise by user charges or fees, authorized by resolution of the Board, amounts of money which are necessary for the conduct of District activities and services and to enforce their receipt and collection in the manner prescribed by the resolution."

Mr. Walls stated we can adopt a resolution in any given month for the changes to the fee schedule.

Mr. Qualls stated you can do it either way you want to do it.

Mr. Walls stated I will include in my proposal for next month that this is the initially adopted fees that may be amended from time to time. I think that language "as may be amended from time to time" is already in there.

Mr. LeMenager stated we also need to clarify who these fees are applicable to.

Mr. Walls stated yes, that is easily fixed.

Ms. Kassel stated Chapter 4 includes the issue of owners and renters.

Mr. LeMenager stated we are going to see what Mr. Farnsworth has in mind.

Ms. Kassel stated Chapter 4 has to do with usage of the lakes, the pools, the parks, and so forth. There are not a lot of changes to Chapter 4.

Mr. LeMenager stated we did not really change much in Chapter 4 this time.

Ms. Kassel stated Mr. Farnsworth will send his additions about deposits or responsibility for damages.

Mr. Farnsworth stated yes, I suggested a change to Section 5.8.

Mr. LeMenager stated the dog park rules came from Chapter 1, Amendment 4. We just moved it.

Ms. Kassel stated for the benefit of the audience, Chapter 1, Amendment 4 was about the things we discussed earlier, but it was also strange in some ways. The exhibits for Amendment 4 really only dealt with the dog park, nothing else but the dog park. It includes rules to follow and forms to fill out. We took the dog park part and included it in Chapter 4, which is more about use of the facilities. That is why it was put in Chapter 4 and removed from Chapter 1, Amendment 4. No matter what happens to Amendment 4, the original Amendment 4 going into this rulemaking procedure, all the dog park rules at the end of Amendment 4 will be removed anyway. One of the reasons it will be removed is when those rules were created, we had the Harmony Institute, and at the time, there was a more active Companion Animal, Habitat, and Wildlife Committee that was registering pets, taking photographs, and issuing tags. They may have also been policing dog park rules a little more. The Harmony Institute's presence is pretty much gone, so there is really no manpower behind registering pets and keeping a database. Instead, a Harmony resident has created a Harmony Family's Pets Facebook page, so you can register your pet there.

Mr. Walls stated we are all clear on how we are going to handle the rules process next month. We have covered all the substantial issues tonight.

Mr. Qualls stated I will provide a memorandum for the Board. Mr. Moyer just showed me the specific requirements for rates and fees. Just so everyone is aware, you will have to publish all those things in the newspaper. Before you can impose fees, you have to put everyone on notice and have a public hearing. It is not different than what we have been saying. Look at Section 190.035, Florida Statutes.

Mr. Walls asked can we look at combining that with the public hearing on the rules?

Mr. Qualls stated yes, I think that makes the most sense.

TWELFTH ORDER OF BUSINESS

Supervisor Requests

There being none, the next order of business followed.

THIRTEENTH ORDER OF BUSINESS

Adjournment

The next meeting is scheduled for Thursday, May 28, 2015, at 6:00 p.m.

On MOTION by Ms. Kassel, seconded by Mr. LeMenager,
with all in favor, the meeting was adjourned at 7:50 p.m.

Gary L. Moyer, Secretary

Ray Walls, Vice Chairman

Fifth Order of Business

5A.

MAINTENANCE REPORT

CUSTOMER Harmony DATE 5-7-2015

BTC ACCOUNT NO. 582-01

BIOLOGIST / TECHNICIAN Jon Avance/Brian Hendrix

TREATMENT SERVICES

SITE	EMERG. VEG.	SUBMERG. VEG.	FLOATING VEG.	ALGAE	GLYPHOSATE	2,4-D AMINE	IMAZAPYR	LIQUID COPPER	DIQUAT	ENDOTHAL	TRICLOPYR	FLUMIOXAZIN	POND DYE	COPPER SULFATE
29,22,23	x				x	x								
20,4,2	x				x	x								
21,3,1	x				x	x								
5,6,7,8	x				x	x								
9(irrigation)														
19,10,16	x					x								
18			x									x		
17,16,11	x				x	x								
15,14,13	x				x	x								
12,32	x				x	x								

TARGETED VEGETATION Cat-tails, Dog Fennel, Primrose willow, Penny wort, Torpedo grass, Cogon grass

ADDITIONAL NOTES / CONCERNS Sprayed out fall structures for any blockage or encroaching vegetation.

Butterfly Trail- Treated for primrose willow, Cuban bull rush, torpedo grass.

Orlando Office
2002 East Robinson St.
Orlando, FL 32803

Vero Beach Office
1717 Indian River Blvd.
Suite 201
Vero Beach, FL 32960

Leesburg Office
414 West Main St.
Suite 204
Leesburg, FL 34748

Jacksonville Office
2036 Forbes St.
Jacksonville, FL 32204

Tampa Office
6011 Benjamin Rd.
Suite 101 B
Tampa, FL 33634

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

Aquatic & Land
Management Operations
3825 Rouse Rd.
Orlando, FL 32817

Native Plant Nursery
DCC Farms
8580 Bunkhouse Rd.
Orlando, FL 32832

407.894.5969
877.894.5969
407.894.5970 fax

5B.

The Davey Tree Expert Company
Harmony Community Development District
Landscape Maintenance
Monthly Summary

May 2015

4.1 Turf

- 4.1.1 Mowing - Mowing was completed throughout common and park locations on a weekly basis in April/ May as follows:

Week ending 04/25/15
Week ending 05/02/15
Week ending 05/09/15
Week ending 05/16/15

Mowing for the balance of May is scheduled as follows:

Week ending 05/23/15
Week ending 05/30/15* (Memorial Day Holiday 5/25)

Note: Select areas of property under stress due to drought-like conditions not mowed to prevent mechanical damage. Stressed areas are receiving supplemental water and system adjustments as needed to correct deficiencies. Manual watering as needed.

- 4.1.2 Edging (same as above, see 4.1.1)

- 4.1.3 Trimming (same as above, see 4.1.1)

- 4.1.4 Disease/ Weed Control

- a. Weed application schedules are moving to four-six week rotation with appropriate rate reductions to guard against damaging desirable turf species. Spot treat applications completed the week of 5/11/15 (5/15). Follow-up application as needed.

- 4.1.5 Fertilization

- a. Next application scheduled for July. Supplemental applications to selected areas in process – pending improved weather conditions.

- 4.1.6 Pest Control

- a. Select areas treated for chinch bug activity. Follow-up application the week of 5/11/15 (5/15). Dog Park, East entrance/ Five Oaks, Five Oaks between Schoolhouse and Catbrier.
b. Ant treatments on-going.

4.1.7 pH Adjustment

4.1.8 Other

4.2 Sports Turf

4.2.1 Mowing

- a. Mowing is being completed with a rotary style mower, mulching deck, at a 1" cutting height, on a weekly basis.
- b. Mowing activity shifted to morning hours as requested.

4.2.2 Insecticides

- a. No insect concerns/ activity at this time.

4.2.3 Herbicides

- a. Turf weed applications concurrent with St. Augustine application schedule.

4.2.4 Fungicide

- a. No disease concerns at this time.

4.2.5 Fertilization

- a. Granular application 18-0-6 completed. Next application the week of 6/22/15.

4.2.6 pH Adjustment

4.3 Shrub/Ground Cover Care

4.3.1 Annuals

- a. General maintenance.
- b. New rotation pending – some areas removed due to prevailing conditions.
Replacement annuals pending improved conditions

4.3.2 Pruning

- a. General trimming and pruning throughout all locations of the community.

4.3.3 Weeding

- a. Weed control cycling through property covering hardscape and open bedding areas throughout community and 192. On-going basis.
- b. Hand weeding to maintain aesthetics within ornamentals and ground covers being supplemented with selective herbicides.

4.3.4 Fertilization

- a. In progress.

4.3.5 Pest and Disease Control

- a. No major pest or disease concerns at this time.

- 4.3.6 Mulching
 - a. Touch-up as needed

- 4.3.7 pH Adjustment

4.4 Tree Care

- 4.4.1 Pruning
 - a. Elevation/ Canopy
 - 1. Five Oaks Drive between Catbrier and Harmony Square completed
 - 2. Schoolhouse Rd. completed
 - 3. Harmony Square perimeter completed
 - 4. Retail frontage completed
 - 5. Dog Park perimeter completed
 - 6. Queen Palms @ Swim Club completed
 - b. General sucker removal throughout.

- 4.4.2 Tree Basins

- 4.4.3 Fertilizer
 - a. Next scheduled application in March, in progress.

- 4.4.4 Pest Control
 - a. Harmony Square – two oaks in sudden and rapid decline. Tissue sampling sent to the University of Florida for diagnosis. Early diagnosis is a canker. Results are expected within two weeks of submittal, 4/11/14 (Fed-Ex) for discussion at Board meeting. Dr. A.D. Ali, Regional Advisor site visit and review on 4/16/14 → re-scheduled to 4/28/14.
 - b. Update (May): A third tree in the square has exhibited same signs of decline. Tissue sampling was conducted on 05/13 and submitted to a second source for diagnosis, Dr. Aaron Palmateer, Univ. of Florida homestead Diagnostic Center
 - a. 4/11/14 Samples submitted to Dr. Jason Smith, Univ. of Florida School of Forestry. Dr. Smith leading research into Sudden Wilt disease among Laurel Oaks in the State of Florida.
 - b. 4/28/14 Site visit by Davey Tech Advisor, Dr. A.D. Ali; no physical signs of borers...rule out wilt disease.
 - c. 5/01/14 Phone conversation with Dr. Jason Smith. Evidence of canker on tissue samples submitted. Leaning towards condition known as armillaria. Test results expected in 1-2 weeks. Dr. Ali does not concur with armillaria condition.
 - d. 5/13/14 Removal to grade of two original trees. Third tree exhibiting similar conditions. New tissue samples submitted to Dr. Aaron Palmateer. Seeking additional assistance through Osceola and

Orange County Extension (Celeste White) offices, Dr. Aaron Palmateer, and Stephanie Bledsoe, DPM PHC Consultants, Inc.

- c. Update (June):
 - a. 5/27/14 – received news from Stephanie Bledsoe that a culture had developed on one of the samples from the third tree. This information was passed along at the May Board meeting. Identification of the pathogen is pending development of the culture in the sporification stage which will allow her to conduct further testing.
 - b. 6/9/14 – received e-mail from Adam Black, Manager of the Forest Health Laboratory at the School of Forest Resources and Conservation, University of Florida indicating their determination is a result of *Diplodia corticola* (Oak bot canker) and is the first known case discovered to affect Laurel Oaks in Florida. A copy of the report is provided below.
 - c. 6/10/14 – A trunk sample from the third tree is being submitted to the University of Florida for testing as well.
 - d. 6/10/14 – A treatment regimen is being developed with input from multiple sources within Davey as well as outside consultants for a preventative program and best methods and products to use given what little is known at this date. Recommendations are pending.
- d. Update (July)
 - a. 7/22/14 – Results from 6/10 submission of trunk sample still pending.
 - b. 7/22/14 – Treatment regimen suggestions: Twice per year application of Agri-Fos combined with Pentra Bark. This is not a curative regimen and no guarantee to prevent canker type pathogens. This is a regimen to assist the tree in boosting its immune system and strengthening the ability to withstand environmental stresses. Application is a basal drench from the base of the tree up the trunk 3-4’.
- e. Update (August)
 - a. Results from additional testing still pending.
 - b. No additional occurrences noted
- f. Crape Myrtles
 - a. Basal drench w/ fungicides for leaf spotting resulting from seasonal rains.

4.4.5 Mulch

- a. Note section 4.4.2

4.4.6 pH Adjustment

4.5 Irrigation

4.5.1 General Requirements

4.5.2 Monitoring

- a. Turf monitoring and assist with valve operation as needs require

- b. Notification of breaks, damage, concerns to Project Manager and Staff
- 4.5.3 Valve/ Valve Boxes

4.6 Litter Removal

- 4.6.1 Landscaped Area
 - a. Mowing, detail , weed crew and Supervisor responsibility on a daily basis.
- 4.6.2 Sidewalks
 - a. Mowing, detail, weed crew, and Supervisor responsibility on a daily basis.
- 4.6.3 Trash Receptacles
 - a. Cleaning and pest control scheduled bi-weekly.
- 4.6.4 Streets
 - a. Mowing, detail, weed crew, and Supervisor responsibility on a daily basis

4.7 District/ District Manager Awareness

5.0 Unscheduled Maintenance and Repairs

- 5.1.1 General
 - a. None noted at this time.
- 5.2.1 Damaged Facilities
- 5.2.2 Damaged Irrigation System Repairs
 - a. Reference section 4.5.1 above
- 5.3.1 Emergency Repairs
- 5.4.1 Unscheduled Maintenance

Proposals/ Enhancement Work

1. PO# 04302015 – sod repair from golf damages
2. PO# 05012015 – tree installs misc. locations
3. PO# 05022015 – Catbrier landscape project – completed
4. Cupseed/ Blue Stem sod replacement proposal submitted for review

Seventh Order of Business

7Ci.

April 2015/ May 2015

Facility / Park Maintenance Activities

- Routine cleaning activities – Including restrooms, trash and doggie potty removal.
- Inspected facilities for cleanliness and/or damage after each scheduled event.
- Sidewalk grinding project has been finished. Sidewalk repairs done.
- Started Power washing project Dog Park Across from Primrose willow/Cat Brier and pavilions and sun dial are done. Continuing on sidewalks CDD parks.
- Replaced message board window at LSP. A rock has been thrown on it several times
- Small fire occurred after resident deposited hot BBQ coals into bushes at Pavilion.
- Replaced Grill at Ashley park.
- Removed trim decals at Dog park water station. Will be painted.
- Added river pebble stones at bench area Big dog park.
- Planted 4 new trees 3330 Button Bush/3374 Cat Brier/6861 Sundrop /6842 Sundrop
- Refurbishment landscaping Cat Brier finished.
- Replaced dead Sod on several locations. Sod was troubled for a long time. No irrigation issue.
- Replaced new parts for Play area LSP.
- Yearly Backflow prevention test has been completed and send to TOHO
- Started Boathouse reroofing project at this time
- Prepared Footers install for Shade Structure Ashley Park pool.
- Ongoing refurbishment park benches.
- Small Pergola at play area in the Green neighborhood needs refurbishment. Wood is in bad condition.

Irrigation Maintenance

- Continue to replace broken and clogged irrigation heads and routine maintenance activities.
- Issue with entrance Maxicomm wire damage through digging for new entrance H2.Followed up with Kent Foreman and Insight irrigation still pending
- All Clocks inspected & adjusted as needed.

- Bubblers have been added to newly planted trees.
- Several breaks repaired on property. New construction causes problems in the West entrance.
- Maxicomm optimized for Summer.
- School passes have been acquired for access to school grounds for Jeff and Gerhard. Irrigation on Cupseed and Bluestem strip has been checked. Area is ready to be refurbished.
- Needlegrass sod is very troubled and might need local replacement.

Pools Operations

- Pools checked, chemically balanced and cleaned daily.
- Issues with access to pools. Residents are concerned about other residents letting groups or individuals in the pool from the inside. CDD staff will work Friday- Saturday- Sunday from 11-8 PM to improve pool safety. A sign will be made to be placed at the exit button.
- Resident complained about large group being in the Swim club pool and being loud. A reserved Birthday party was occurring. Resident did not give His/Her name. Could not follow up.
- Swim lessons were performed by the school district.

Boat Maintenance

- All propellers weekly checked and cleaned.
- A kill switch has been replaced for the rescue boat. It has been vandalized in an attempt to take the rescue boat out.
- Seats on the 20ft pontoon are being replaced because of wear and tear.

Buck Lake Activities

- Boat Orientation held at the Pavilion, 4 attended.

Access Cards

- There has been a glitch in the system. Some resident's cards would not work.
Problem resolved.
- Approximately 50 cards have been made this month.
- Investigated possibility of a swipe out system with ID card. Fire department did not approve.

Facebook report April 15 /May 13 2015

April 21st Concern of resident of a loose dog at small dogpark. Owner picked up dog.

Concern of 2 residents wanting to get the tree that is touching the roof of their house trimmed on several locations. Followed up with Davey and resolved.

Concern of resident of open area on the sidewalk being under construction by TOHO for 5 weeks. Called TOHO and no response. Resident called and TOHO came out and fixed it. TOHO made damage to resident's irrigation. CDD staff resolved damage.

Concern of resident stating there are wasp nests in the shuffle board box. Concern resolved.

Concern of residents on access to Swim Club pool. Problem pending see above.

End of report

7Cii.

HARMONY CDD

Gerhard van der Snel

Date	Resident	Time	M W Th	F S	Total Pass	20' Pont	16' Pont	18' Bass	14' Fish	Sail Boat	Canoe	Kayak	Comments
4/13/2015	Kimberly Rodriguez	11:30 - 2:30 PM	X		4	X							
4/13/2015	shari mitchell	3:30 - 4:30 PM	X		2		X						
4/15/2015	Donald Rice	7:30 - 10:30 AM			2			X					
4/15/2015	Kimberly Rodriguez	11:00 - 2:00 PM			4	X							
4/16/2015	Kimberly Rodriguez	10:00 - 1:00 PM			4	X							
4/18/2015	Gene Seago	10:00 - 1:00 PM			5	X							
4/18/2015	allen santacruz	2:00 - 5:00 PM			3	X							
4/19/2015	Michael Goodhue	8:00 - 10:30 AM		X	2			X					
4/19/2015	Brent Radcliff	10:00 - 1:00 PM		X	4	X							
4/23/2015	jordan O'Boyle	3:00 - 5:00 PM			6	X							
4/25/2015	Nicole Seago	9:00 - 11:30 AM			2			X					
4/25/2015	Michael heaphy	10:00 - 1:00 PM			4	X							
4/25/2015	Hector Rivera	10:00 - 1:00 PM			1							X	
4/25/2015	Hector Rivera	10:00 - 1:00 PM			1							X	
4/25/2015	Hector Rivera	10:00 - 1:00 PM			8	X							
4/25/2015	Hector Rivera	10:00 - 1:00 PM			1							X	
4/25/2015	Hector Rivera	10:00 - 1:30 PM			4		X						
4/25/2015	Vincent Ang	11:00 - 2:00 PM			6	X							
4/25/2015	Cynthia DeCoster	11:00 - 2:00 PM			8	X							
4/25/2015	Cynthia DeCoster	11:00 - 2:00 PM			1							X	
4/25/2015	Cynthia DeCoster	11:00 - 2:00 PM			1							X	
4/25/2015	Cynthia DeCoster	11:00 - 2:00 PM			1							X	
4/25/2015	Cynthia DeCoster	11:00 - 2:00 PM			1							X	
4/25/2015	Alan Ledewitz	11:00 - 2:00 PM			7	X							
4/25/2015	Alan Ledewitz	11:00 - 2:00 PM			7	X							
4/25/2015	Michael Heaphy	3:00 - 5:00 PM			3			X					
4/25/2015	Paul and Barb Gabel	3:00 - 5:00 PM			8	X							
4/25/2015	Robert Lock	4:00 - 5:00 PM			3		X						
4/26/2015	Michael heaphy	9:00 - 11:30 AM		X	2			X					
4/26/2015	Eunice Sines	9:00 - 12:00 PM		X	4		X						
4/26/2015	Michael Heaphy	11:00 - 2:00 PM		X	6	X							
4/26/2015	Adam Godfrey	2:00 - 5:00 PM		X	7	X							
			4	21	203	25	9	11	0	0	1	14	
			Total Passengers: 203										
			Total Trips: 60										

Date	Resident	Time	M W Th	F S S	Total Pass	20' Pont	16' Pont	18' Bass	14' Fish	Sail Boat	Canoe	Kayak	Comments
4/26/2015	Giancarlo Ferrucho	3:30 - 5:00 PM		X	1							X	
4/26/2015	Giancarlo Ferrucho	3:30 - 5:00 PM		X	1							X	
5/1/2015	Enrique Ramos	1:30 - 3:30 PM			2		X						
5/2/2015	bill OBoyle	9:00 - 12:00 PM			4		X						
5/2/2015	Duke Walker	10:00 - 12:30 PM			8	X							
5/2/2015	Greg Micher	2:30 - 5:00 PM			4	X							
5/3/2015	Ray Walls	7:30 - 12:00 PM		X	3		X						
5/3/2015	Donald Rice	7:30 - 10:30 AM		X	2	X							
5/3/2015	Edwin Ortiz	9:30 - 11:30 AM		X	2						X		
5/3/2015	Dennis Chandler	10:00 - 1:00 PM		X	2			X					
5/3/2015	Edwin Ortiz	10:00 - 12:00 PM		X	1							X	
5/3/2015	Edwin Ortiz	10:00 - 12:00 PM		X	1							X	
5/3/2015	Richard Hudson	10:00 - 2:00 PM		X	1							X	
5/3/2015	Richard Hudson	10:00 - 2:00 PM		X	1							X	
5/3/2015	Richard Hudson	1:00 - 4:00 PM		X	3	X							
5/3/2015	Enrique Ramos	2:00 - 4:00 PM		X	2		X						
5/4/2015	John McLees	3:30 - 5:00 PM	X		8	X							
5/6/2015	Donald Rice	7:30 - 10:30 AM			2			X					
5/8/2015	Dennis Chandler	8:00 - 11:00 AM			1			X					
5/8/2015	Chris Mitchell	9:00 - 12:00 PM			4	X							
5/8/2015	Rick Templeton	1:00 - 4:00 PM			5	X							
5/9/2015	Vincent Ang	11:00 - 1:30 PM			6	X							
5/10/2015	Joe Brotzman	7:30 - 10:30 AM		X	4		X						
5/10/2015	Donald Rice	7:30 - 10:30 AM		X	2			X					
5/10/2015	Mario and Melanie Cabral	8:30 - 11:30 AM		X	6	X							
5/11/2015	jordan O'Boyle	2:00 - 5:00 PM	X		2			X					
5/13/2015	Donald Rice	7:30 - 10:30 AM			2			X					
5/13/2015	Family Phelps	10:00 - 1:00 PM			1							X	
			4	21	203	25	9	11	0	0	1	14	
													Total Passengers: 203
													Total Trips: 60

Ninth Order of Business

9A.

HARMONY
Community Development District

Annual Operating and Debt Service Budget
Fiscal Year 2016

Version 1 - Proposed Budget:
(Printed on 5/15/15)

Prepared by:



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Harmony

Community Development District

Operating Budget

Fiscal Year 2016

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2016 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2014	ADOPTED BUDGET FY 2015	ACTUAL THRU APR-2015	PROJECTED MAY- SEP-2015	TOTAL PROJECTED FY 2015	ANNUAL BUDGET FY 2016
REVENUES						
Interest - Investments	\$ 3,273	\$ 2,500	\$ 1,406	\$ 1,294	\$ 2,700	\$ 2,500
Interest - Tax Collector	152	-	50	-	50	-
Special Assmnts- Tax Collector	636,415	811,192	762,478	48,713	811,191	811,192
Special Assmnts- CDD Collected	934,428	975,837	569,238	406,599	975,837	975,837
Special Assmnts- Discounts	(16,600)	(32,448)	(22,224)	-	(22,224)	(32,448)
Sale of Surplus Equipment	279	-	-	-	-	-
Access Cards	1,150	-	1,055	-	1,055	-
TOTAL REVENUES	1,559,097	1,757,081	1,312,003	456,606	1,768,609	1,757,081
EXPENDITURES						
Administrative						
P/R-Board of Supervisors	10,600	11,200	6,200	3,400	9,600	11,200
FICA Taxes	811	857	474	260	734	857
ProfServ-Arbitrage Rebate	1,200	1,200	1,200	-	1,200	1,200
ProfServ-Dissemination Agent	500	500	1,500	-	1,500	1,500
ProfServ-Engineering	8,439	5,000	5,516	2,484	8,000	5,000
ProfServ-Legal Services	43,859	30,000	17,374	12,626	30,000	30,000
ProfServ-Mgmt Consulting Serv	54,011	55,984	32,657	23,327	55,984	55,984
ProfServ-Property Appraiser	587	779	418	-	418	779
ProfServ-Special Assessment	11,822	11,822	11,822	-	11,822	11,822
ProfServ-Trustee Fees	9,967	11,462	5,390	-	5,390	12,124
Auditing Services	4,500	4,700	4,700	-	4,700	4,700
Communication - Telephone	21	-	-	-	-	-
Postage and Freight	490	750	363	387	750	750
Rental - Meeting Room	-	-	375	-	375	250
Record Storage	-	-	-	-	-	150
Insurance - General Liability	25,031	27,534	25,512	-	25,512	28,063
Printing and Binding	2,652	2,500	1,260	1,240	2,500	2,500
Legal Advertising	877	500	97	803	900	900
Misc-Assessmnt Collection Cost	8,579	16,224	14,805	974	15,779	16,224
Misc-Contingency	1,204	500	48	452	500	500
Office Supplies	125	500	39	111	150	300
Annual District Filing Fee	175	175	175	-	175	175
Total Administrative	185,450	182,187	129,925	46,064	175,989	184,978
Field						
ProfServ-Field Management	181,348	210,000	96,482	64,135	160,617	210,000
Total Field	181,348	210,000	96,482	64,135	160,617	210,000

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2016 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2014	ADOPTED BUDGET FY 2015	ACTUAL THRU APR-2015	PROJECTED MAY- SEP-2015	TOTAL PROJECTED FY 2015	ANNUAL BUDGET FY 2016
Landscape Services						
Contracts-Grounds	21,531	21,961	12,811	9,150	21,961	21,961
Contracts-Trees and Trimming	19,889	20,286	11,833	8,453	20,286	20,286
Contracts-Turf Care	247,692	259,866	151,589	108,277	259,866	259,866
Contracts-Shrub Care	109,784	119,351	69,621	49,730	119,351	119,351
R&M-Irrigation	16,917	20,000	5,239	14,761	20,000	20,000
R&M-Tree Trimming Services	29,657	20,000	-	5,000	5,000	20,000
Miscellaneous Services	20,828	15,000	9,485	5,515	15,000	15,000
Total Landscape Services	466,298	476,464	260,578	200,885	461,463	476,464
Utilities						
Electricity - General	28,041	32,000	20,872	9,128	30,000	32,000
Electricity - Streetlighting	376,548	90,206	41,826	29,876	71,702	90,206
Utility - Water & Sewer	105,661	105,000	47,123	47,877	95,000	105,000
Lease - Street Light	-	296,909	173,197	123,712	296,909	296,909
Misc-Contingency	-	31,218	-	-	-	26,027
Cap Outlay - Streetlights	-	108,697	161,852	108,697	270,549	108,697
Total Utilities	510,250	664,030	444,870	319,290	764,160	658,839
Operation & Maintenance						
Contracts-Lake and Wetland	15,696	20,000	9,156	6,540	15,696	20,000
Communication - Telephone	2,773	5,000	2,209	1,511	3,720	5,000
Utility - Refuse Removal	2,609	2,700	1,598	1,141	2,739	2,700
R&M-Common Area	15,033	-	-	-	-	-
R&M-Equipment	22,008	-	-	-	-	-
R&M-Pools	39,221	30,000	18,317	7,229	25,546	30,000
R&M-Roads & Alleyways	-	65,000	60,090	-	60,090	65,000
R&M-Sidewalks	36	5,000	3,924	1,076	5,000	5,000
R&M-Parks & Amenities	8,093	-	-	-	-	-
R&M-Equipment Boats	-	7,500	1,003	2,439	3,442	7,500
R&M-Equipment Vehicles	-	7,500	2,984	2,302	5,286	7,500
R&M-Parks & Facilities	1,317	37,000	18,265	12,725	30,990	37,000
R&M-Hardscape Cleaning	2,836	5,000	-	-	-	5,000
Miscellaneous Services	200	-	850	1,200	2,050	2,400
Misc-Property Taxes	-	-	329	-	329	-
Misc-Access Cards&Equipment	-	5,000	-	1,000	1,000	5,000
Misc-Contingency	10,698	8,000	2,142	5,854	7,996	8,000
Misc-Security Enhancements	6,017	2,500	1,226	250	1,476	2,500
Cap Outlay - Other	4,079	15,000	-	4,000	4,000	15,000
Cap Outlay - Vehicles	-	9,200	5,147	-	5,147	9,200
Total Operation & Maintenance	130,616	224,400	127,240	47,267	174,507	226,800

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2016 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2014	ADOPTED BUDGET FY 2015	ACTUAL THRU APR-2015	PROJECTED MAY- SEP-2015	TOTAL PROJECTED FY 2015	ANNUAL BUDGET FY 2016
Reserves						
Reserve - Renewal&Replacement	25,812	-	-	-	-	-
Total Reserves	25,812	-	-	-	-	-
TOTAL EXPENDITURES & RESERVES	1,499,774	1,757,081	1,059,095	677,641	1,736,736	1,757,081
Excess (deficiency) of revenues						
Over (under) expenditures	59,323	-	252,908	(221,036)	31,872	-
Net change in fund balance	59,323	-	252,908	(221,036)	31,872	-
FUND BALANCE, BEGINNING	797,598	856,921	856,921	-	856,921	888,793
FUND BALANCE, ENDING	\$ 856,921	\$ 856,921	\$ 1,109,829	\$ (221,036)	\$ 888,793	\$ 888,793

Exhibit "A"
Allocation of Fund Balances

AVAILABLE FUNDS

	<u>Amount</u>
Beginning Fund Balance - Fiscal Year 2016	\$ 888,793
Net Change in Fund Balance - Fiscal Year 2016	-
Reserves - Fiscal Year 2016 Additions	-
Total Funds Available (Estimated) - 9/30/2016	888,793

ALLOCATION OF AVAILABLE FUNDS***Assigned Fund Balance***

Operating Reserve - First Quarter Operating Capital	250,000	(1)
Reserves - Insurance	50,000	(2)
Reserves - Renewal & Replacement	99,188	(3)
Reserves - Sidewalk	60,000	
Subtotal	<u>459,188</u>	
Total Allocation of Available Funds	<u>459,188</u>	

Total Unassigned (undesignated) Cash	<u>\$ 429,605</u>
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Notes

(1) Represents approximately 2 months of operating expenditures

HARMONY

Community Development District

*General Fund***Budget Narrative**
Fiscal Year 2016**REVENUES****Interest-Investments**

The District earns interest on its operating accounts.

Special Assessments-Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Special Assessment-CDD Collected (Maintenance)

The District will collect a Non-Ad Valorem assessment on all the un-platted parcels within the District in support of the overall fiscal year budget.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES**Administrative****P/R-Board of Supervisors**

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon four supervisors attending 12 meetings and 2 workshops.

FICA Taxes

Payroll taxes on Board of Supervisors compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures.

Professional Services-Arbitrage Rebate

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on the Series of Benefit Special Assessment Bonds. The budgeted amount for the fiscal year is based on signed engagement letters for each Bond series at \$600 each.

Professional Services-Dissemination Agent

The District is required by the Securities and Exchange Commission to comply with rule 15c2-12(b)-(5), which relates additional reporting requirements for unrelated bond issues and is performed by Digital Assurance Company. The budgeted amount for the fiscal year is based on standard fees charged for this service.

Professional Services-Engineering

The District's engineer, Boyd Civil Engineering, Inc., will be providing general engineering services to the District, i.e., attendance and preparation for monthly Board meetings, review of invoices, preparation of requisitions., etc.

Professional Services-Legal Services

The District's general counsel, Young van Assenderp, P.A., retained by the District Board, is responsible for attending and preparing for Board meetings and rendering advice, counsel, recommendations, and representation as determined appropriate or as directed by the Board directly or as relayed by the manager.

HARMONY

Community Development District

*General Fund***Budget Narrative**
Fiscal Year 2016**EXPENDITURES****Administrative** (continued)**Professional Services-Management Consulting Services**

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Severn Trent Management Services, Inc. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement. No increase is expected for FY2016.

Contract -Severn Trent Management Services

\$55,984

Professional Services-Property Appraiser

The Property Appraiser provides the District with a listing of the legal description of each property parcel within the District boundaries, and the names and addresses of the owners of such property. The District reimburses the Property Appraiser for necessary administrative costs incurred to provide this service. The fiscal year budget for property appraiser costs was based on a unit price per parcel. In prior years, this cost was included in Misc.-Assessment Collection Cost.

Professional Services-Special Assessment (Advisor)

The District will be billed annually for calculating and levying the annual operating and maintenance, and debt service assessments, as provided by Severn Trent Management Services.

Professional Services-Trustee

The District pays US Bank an annual fee for trustee services on the Series 2014 and Series 2015 Bonds. The budgeted amount for the fiscal year is \$6,062 for each series plus any out-of-pocket expenses.

Auditing Services

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on contracted fees from last year's engagement letter with Grau & Associates.

Postage and Freight

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

Rental - Meeting Room

Room rental fees for District meetings.

Record Storage

Storage usage for Districts record keeping.

Insurance-General Liability

The District's General Liability & Public Officials Liability Insurance policy is with Public Risks Insurance Agency. They specialize in providing insurance coverage to governmental agencies. The budgeted amount allows for a projected increase in the premium.

Printing and Binding

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in the newspaper of general circulation.

HARMONY

Community Development District

*General Fund***Budget Narrative**
Fiscal Year 2016**EXPENDITURES****Administrative** (continued)**Miscellaneous-Assessment Collection Costs**

The District reimburses the Osceola Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The fiscal year budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.

Miscellaneous-Contingency

This includes monthly bank charges and any other miscellaneous expenses that may be incurred during the year.

Office Supplies

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

Annual District Filing Fee

The District is required to pay an annual fee of \$175 to the Department of Economic Opportunity Division of Community Development.

Field**Professional Services-Field Management****\$210,000**

Project Manager will provide onsite field operations management and supervisory services, including oversight of all District contractors providing services including landscape, hardscape, stormwater/ponds, etc. Field services provided for within this scope include community boat operations, facility and common area maintenance and irrigation.

Landscape Services**Contracts-Ground****\$21,961**

Scheduled maintenance consists of pruning/edging, disease and pest control, weed control, fertilization for ground covers, as well as planting and replacing various annual and seasonal flowers within the District.

Contract (Davey Tree) Ground Covers	\$10,035
Contract (Davey Tree) Annuals/Seasonal Flowers	\$11,926

Contracts-Trees and Trimming**\$20,286**

Scheduled maintenance consists of pruning, maintaining tree basins and fertilizing trees below the 10-foot height level.

Contract (Davey Tree) - Tree Care	\$20,266
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HARMONY

Community Development District

*General Fund***Budget Narrative**
Fiscal Year 2016**EXPENDITURES****Landscape Services** (continued)**Contracts-Turf Care****\$259,866**

Scheduled maintenance consists of mowing, edging, blowing, fertilizing, and applying pest and disease control chemicals to turf within the District. This includes H-1 Neighborhood.

Contract (Davey Tree) - Turf Care - Bahia	\$105,086
Contract (Davey Tree) - Turf Care - St. Augustine	\$132,512
Contract (Davey Tree) - Turf Care - Zoyala	\$14,179
Contract (Davey Tree) - Sport Turf	\$8,089

R&M-Shrub Care**\$119,351**

Scheduled maintenance consists of pruning, mulching, fertilizing, applying pest and disease control chemicals, and providing weed control and debris removal to Shrubs within the District. This includes H-1 Neighborhood.

Contract (Davey Tree) - Shrub Care	\$119,351
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R&M-Irrigation**\$20,000**

Purchase of irrigation supplies. Unscheduled maintenance consists of major repairs and replacement of system components.

Unscheduled maintenance/repair of Weather Station	\$1,400
Unscheduled maintenance/repair of lines	\$3,000
Irrigation supplies	\$15,600

R&M-Trees Trimming Services (Canopy)**\$20,000**

Scheduled maintenance consists of canopy trimming for trees above the 10-foot height level, and consulting with a certified arborist.

Miscellaneous Services**\$15,000**

Unscheduled or one-time landscape maintenance expenses for other areas within the District that are not listed in any other budget category.

Utilities**Electricity-General****\$32,000**

Electricity for accounts with Orlando Utilities Commissions for the swim club, parks, and irrigation. Fees are based on historical costs for metered use.

Electricity-Streetlighting**\$90,206**

Orlando Utilities Commission Company charges electricity usage (maintenance fee). The budget is based on historical costs.

Utility-Water & Sewer**\$105,000**

The District currently has utility accounts with Toho Water Authority (a division of KUA). Usage consists of water, sewer and reclaimed water services.

HARMONY

Community Development District

*General Fund***Budget Narrative**
Fiscal Year 2016**EXPENDITURES****Utilities (continued)****Lease – Street Lights** **\$296,909**

Contract to lease (investment fees) light-poles and fixtures for all street lighting within the District, as per agreement with the Orlando Utilities Commission.

Misc-Contingency **\$26,027**

The fiscal year contingency represents the potential excess of expenses not included in budget categories or not anticipated in specific line items.

Cap-Outlay - Street Lights **\$108,697**

This line item is for future buy out obligation of the street lights contracts within the District and new neighborhood street lights.

Operation & Maintenance**Contracts-Lake and Wetland** **\$20,000**

Scheduled maintenance consists of inspections and treatment of nuisance aquatic species. Unscheduled maintenance consists of aquatic plantings and repair of any damaged areas.

Existing Contract (Bio-Tech Consulting)	\$15,696
Unscheduled maintenance	\$4,304

Communication-Telephone **\$5,000**

Telephone expenses for the dockmaster and assistant and the irrigation line for the computerized Maxicom irrigation system.

Utility-Refuse Removal **\$2,700**

Scheduled maintenance consists of trash disposal. Unscheduled maintenance consists of replacement or repair of dumpster.

R&M-Pools **\$30,000**

This includes pool any repairs and maintenance for the Swim Club Ashley Park pools and Lakeshore Park Splash Pad that may be incurred during the year by the District, including repair and replacement of pool furniture, shades, safety equipment, etc. Supplies for the pool and fountains such as chemicals and chlorine are provided by Spies Pool LLC. Various pool licenses and permits required for the pools are based on historical expenses.

Repair /replace	\$2,000
Supplies	\$9,840
Licenses	\$1,050
Unscheduled Maintenance	\$17,110

R&M-Roads and Alleyways **\$65,000**

This line item is to resurfacing the alleys of the District.

R&M-Sidewalks **\$5,000**

Unscheduled maintenance consists of grinding uneven areas and replacement of concrete sidewalk. Pressure washing areas within the District as needed.

HARMONY

Community Development District

*General Fund***Budget Narrative**
Fiscal Year 2016**EXPENDITURES****Operation & Maintenance** (continued)**R&M-Equipment Boats** **\$7,500**

Supplies such as generators and large tools, maintenance and equipment needed for the boats.

Boat tools and generator	\$4,000
Repairs and maintenance	\$3,000
Miscellaneous	\$500

R&M-Equipment Vehicles **\$7,500**

Supplies such as tires and parts, maintenance and equipment needed for the boats.

Vehicles, tires and parts	\$4,000
Repairs and maintenance	\$3,000
Miscellaneous	\$500

R&M-Parks and Facilities **\$37,000**

Maintenance or repairs to the basketball courts and athletic fields, cleaning of basketball court, dog parks and all miscellaneous park areas. Also includes, cleaning, daily maintenance and rest room supplies.

Lakeshore Park	\$7,500
Dog Parks	\$2,000
Park Areas	\$7,500
Facilities	\$22,000

R&M-Hardscape Maintenance **\$5,000**

Scheduled maintenance consists of pressure washing PVC fencing, and pavilions, restrooms and other Hardscape. Unscheduled maintenance consists of repairs and replacement of damaged areas, including columns.

Miscellaneous Services **\$2,400**

Draining service for holding tank of District's office trailer.

Misc-Access Cards & Equipment **\$5,000**

Represents costs for purchasing/producing access cards, supplies and special ink cartridges for printer.

Misc-Contingency **\$8,000**

The fiscal year contingency represents the potential excess of unscheduled maintenance expenses not included in budget categories or not anticipated in specific line items.

Misc-Security Enhancement **\$2,500**

Represents costs for network service and update and improve security within the District. (Gates and pool camera's etc.). Unscheduled maintenance; includes repair or replacement of damaged cameras and any required upgrades.

Capital-Outlay **\$15,000**

The District will replace existing equipment or purchase new equipment and boats for District facilities.

Capital-Vehicle **\$9,200**

The District will replace existing utility vehicle (mule and trailer) for District facilities.

Harmony

Community Development District

Debt Service Budgets

Fiscal Year 2016

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2016 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2014	ADOPTED BUDGET FY 2015	ACTUAL THRU APR-2015	PROJECTED MAY- SEP-2015	TOTAL PROJECTED FY 2015	ANNUAL BUDGET FY 2016
REVENUES						
Interest - Investments	\$ 7	\$ 100	\$ 44	\$ 30	\$ 74	\$ 50
Special Assmnts- Tax Collector	-	1,080,894	1,015,985	50,315	1,066,300	1,013,794
Special Assmnts- Prepayment	150,369	-	68,012	-	68,012	-
Special Assmnts- CDD Collected	44,776	255,886	255,886	-	255,886	245,560
Special Assmnts- Discounts	-	(43,236)	(29,614)	-	(29,614)	(40,552)
TOTAL REVENUES	195,152	1,293,644	1,310,313	50,345	1,360,658	1,218,852
EXPENDITURES						
<i>Administrative</i>						
Misc-Assessmnt Collection Cost	-	21,618	19,727	1,006	20,733	20,276
Total Administrative	-	21,618	19,727	1,006	20,733	20,276
<i>Non-Operating</i>						
DS Bond Discount	178,502	-	-	-	-	-
Underwriter	278,900	-	-	-	-	-
Total Non-Operating	457,402	-	-	-	-	-
<i>Debt Service</i>						
Principal Debt Retirement	-	260,000	-	260,000	260,000	520,000
Interest Expense	-	597,819	-	597,819	597,819	692,438
Prepayment	-	-	-	185,000	185,000	-
Cost of Issuance	131,685	-	-	-	-	-
Total Debt Service	131,685	857,819	-	1,042,819	1,042,819	1,212,438
TOTAL EXPENDITURES	589,087	879,437	19,727	1,043,826	1,063,553	1,232,713
Excess (deficiency) of revenues Over (under) expenditures	(393,935)	414,207	1,290,586	(993,481)	297,105	(13,861)
OTHER FINANCING SOURCES (USES)						
Interfund Transfer - In	42,349	-	-	-	-	-
Proceeds of Refunding Bonds	13,945,000	-	-	-	-	-
Operating Transfers-Out	-	(61,095)	(56,011)	-	(56,011)	-
Pymt to Escrow Acct-Refunding	(12,745,235)	-	-	-	-	-
Contribution to (Use of) Fund Balance	-	353,112	-	-	-	(13,861)
TOTAL OTHER SOURCES (USES)	1,242,114	292,017	(56,011)	-	(56,011)	(13,861)
Net change in fund balance	848,179	353,112	1,234,575	(993,481)	241,094	(13,861)
FUND BALANCE, BEGINNING	-	848,178	848,178	-	848,178	1,089,272
FUND BALANCE, ENDING	\$ 848,179	\$ 1,201,290	\$ 2,082,753	\$ (993,481)	\$ 1,089,272	\$ 1,075,411

AMORTIZATION SCHEDULE

Period Ending	Outstanding Balance	Principal	Coupon Rate	Interest	Annual Debt Service
11/1/2015	\$ 13,500,000		5.000%	\$346,219	
5/1/2016	\$ 13,500,000	\$520,000	5.000%	\$346,219	\$1,212,438
11/1/2016	\$ 12,980,000		5.000%	\$333,219	
5/1/2017	\$ 12,980,000	\$545,000	5.000%	\$333,219	\$1,211,438
11/1/2017	\$ 12,435,000		5.000%	\$319,594	
5/1/2018	\$ 12,435,000	\$575,000	5.000%	\$319,594	\$1,214,188
11/1/2018	\$ 11,860,000		5.000%	\$305,219	
5/1/2019	\$ 11,860,000	\$605,000	5.000%	\$305,219	\$1,215,438
11/1/2019	\$ 11,255,000		5.000%	\$290,094	
5/1/2020	\$ 11,255,000	\$635,000	5.000%	\$290,094	\$1,215,188
11/1/2020	\$ 10,620,000		5.000%	\$274,219	
5/1/2021	\$ 10,620,000	\$660,000	5.000%	\$274,219	\$1,208,438
11/1/2021	\$ 9,960,000		5.000%	\$257,719	
5/1/2022	\$ 9,960,000	\$695,000	5.000%	\$257,719	\$1,210,438
11/1/2022	\$ 9,265,000		5.000%	\$240,344	
5/1/2023	\$ 9,265,000	\$730,000	5.000%	\$240,344	\$1,210,688
11/1/2023	\$ 8,535,000		5.000%	\$222,094	
5/1/2024	\$ 8,535,000	\$760,000	5.000%	\$222,094	\$1,204,188
11/1/2024	\$ 7,775,000		5.000%	\$203,094	
5/1/2025	\$ 7,775,000	\$800,000	5.000%	\$203,094	\$1,206,188
11/1/2025	\$ 6,975,000		5.000%	\$183,094	
5/1/2026	\$ 6,975,000	\$845,000	5.250%	\$183,094	\$1,211,188
11/1/2026	\$ 6,130,000		5.250%	\$160,913	
5/1/2027	\$ 6,130,000	\$895,000	5.250%	\$160,913	\$1,216,825
11/1/2027	\$ 5,235,000		5.250%	\$137,419	
5/1/2028	\$ 5,235,000	\$940,000	5.250%	\$137,419	\$1,214,838
11/1/2028	\$ 4,295,000		5.250%	\$112,744	
5/1/2029	\$ 4,295,000	\$990,000	5.250%	\$112,744	\$1,215,488
11/1/2029	\$ 3,305,000		5.250%	\$86,756	
5/1/2030	\$ 3,305,000	\$1,040,000	5.250%	\$86,756	\$1,213,513
11/1/2030	\$ 2,265,000		5.250%	\$59,456	
5/1/2031	\$ 2,265,000	\$1,105,000	5.250%	\$59,456	\$1,223,913
11/1/2031	\$ 1,160,000		5.250%	\$30,450	
5/1/2032	\$ 1,160,000	\$1,160,000	5.250%	\$30,450	\$1,220,900
Total		\$13,500,000.00		\$7,125,287.50	\$20,625,287.50

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2016 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2014	ADOPTED BUDGET FY 2015	ACTUAL THRU APR-2015	PROJECTED MAY- SEP-2015	TOTAL PROJECTED FY 2015	ANNUAL BUDGET FY 2016
REVENUES						
Interest - Investments	\$ -	\$ -	\$ -	\$ 5	\$ 5	\$ -
Special Assmnts- Tax Collector	-	-	-	3,997	3,997	54,166
Special Assmnts- CDD Collected	-	-	-	-	-	1,013,028
Special Assmnts- Discounts	-	-	-	-	-	(2,167)
TOTAL REVENUES	-	-	-	4,002	4,002	1,065,027
EXPENDITURES						
<i>Administrative</i>						
Misc-Assessmnt Collection Cost	-	-	-	80	80	1,083
Total Administrative	-	-	-	80	80	1,083
<i>Debt Service</i>						
Principal Debt Retirement	-	-	-	-	-	390,000
Interest Expense	-	-	-	-	-	668,632
Total Debt Service	-	-	-	-	-	1,058,632
<i>Non-Operating</i>						
Underwriter	-	-	338,250	-	-	-
Total non-Operating	-	-	338,250	-	-	-
TOTAL EXPENDITURES	-	-	338,250	80	80	1,059,715
Excess (deficiency) of revenues						
Over (under) expenditures	-	-	(338,250)	3,922	3,922	5,312
OTHER FINANCING SOURCES (USES)						
Interfund Transfer - In	-	-	9,102	-	9,102	-
Bond Premium	-	-	366,008	-	366,008	-
Proceeds of Fefunding Bonds	-	-	13,184,870	-	13,184,870	-
Pymt to Escrow Acct-Refunding	-	-	(12,872,628)	-	(12,872,628)	-
Contribution to (Use of) Fund Balance	-	-	-	-	-	5,312
TOTAL OTHER SOURCES (USES)	-	-	687,352	-	687,352	5,312
Net change in fund balance	-	-	349,102	3,922	691,274	5,312
FUND BALANCE, BEGINNING	-	-	-	-	-	691,274
FUND BALANCE, ENDING	\$ -	\$ -	\$ 349,102	\$ 3,922	\$ 691,274	\$ 696,586

AMORTIZATION SCHEDULE

Period Ending	Outstanding Balance	Principal	Coupon Rate	Interest	Annual Debt Service
11/1/2015	\$ 13,530,000		3.750%	\$337,079	
5/1/2016	\$ 13,530,000	\$390,000	3.750%	\$331,553	\$1,058,632
11/1/2016	\$ 13,140,000		3.750%	\$324,241	
5/1/2017	\$ 13,140,000	\$410,000	3.750%	\$324,241	\$1,058,481
11/1/2017	\$ 12,730,000		3.750%	\$316,553	
5/1/2018	\$ 12,730,000	\$425,000	3.750%	\$316,553	\$1,058,106
11/1/2018	\$ 12,305,000		3.750%	\$308,584	
5/1/2019	\$ 12,305,000	\$445,000	4.750%	\$308,584	\$1,062,169
11/1/2019	\$ 11,860,000		4.750%	\$298,016	
5/1/2020	\$ 11,860,000	\$465,000	4.750%	\$298,016	\$1,061,031
11/1/2020	\$ 11,395,000		4.750%	\$286,972	
5/1/2021	\$ 11,395,000	\$490,000	4.750%	\$286,972	\$1,063,944
11/1/2021	\$ 10,905,000		4.750%	\$275,334	
5/1/2022	\$ 10,905,000	\$510,000	4.750%	\$275,334	\$1,060,669
11/1/2022	\$ 10,395,000		4.750%	\$263,222	
5/1/2023	\$ 10,395,000	\$535,000	4.750%	\$263,222	\$1,061,444
11/1/2023	\$ 9,860,000		4.750%	\$250,516	
5/1/2024	\$ 9,860,000	\$560,000	4.750%	\$250,516	\$1,061,031
11/1/2024	\$ 9,300,000		4.750%	\$237,216	
5/1/2025	\$ 9,300,000	\$585,000	4.750%	\$237,216	\$1,059,431
11/1/2025	\$ 8,715,000		4.750%	\$223,322	
5/1/2026	\$ 8,715,000	\$610,000	5.125%	\$223,322	\$1,056,644
11/1/2026	\$ 8,105,000		5.125%	\$207,691	
5/1/2027	\$ 8,105,000	\$640,000	5.125%	\$207,691	\$1,055,381
11/1/2027	\$ 7,465,000		5.125%	\$191,291	
5/1/2028	\$ 7,465,000	\$675,000	5.125%	\$191,291	\$1,057,581
11/1/2028	\$ 6,790,000		5.125%	\$173,994	
5/1/2029	\$ 6,790,000	\$715,000	5.125%	\$173,994	\$1,062,988
11/1/2029	\$ 6,075,000		5.125%	\$155,672	
5/1/2030	\$ 6,075,000	\$745,000	5.125%	\$155,672	\$1,056,344
11/1/2030	\$ 5,330,000		5.125%	\$136,581	
5/1/2031	\$ 5,330,000	\$780,000	5.125%	\$136,581	\$1,053,163
11/1/2031	\$ 4,550,000		5.125%	\$116,594	
5/1/2032	\$ 4,550,000	\$820,000	5.125%	\$116,594	\$1,053,188
11/1/2032	\$ 3,730,000		5.125%	\$95,581	
5/1/2033	\$ 3,730,000	\$865,000	5.125%	\$95,581	\$1,056,163
11/1/2033	\$ 2,865,000		5.125%	\$73,416	
5/1/2034	\$ 2,865,000	\$905,000	5.125%	\$73,416	\$1,051,831
11/1/2034	\$ 1,960,000		5.125%	\$50,225	
5/1/2035	\$ 1,960,000	\$955,000	5.125%	\$50,225	\$1,055,450
11/1/2035	\$ 1,005,000		5.125%	\$25,753	
5/1/2036	\$ 1,005,000	\$1,005,000	5.125%	\$25,753	\$1,056,506
Total		\$13,530,000.00		\$8,690,175.89	\$22,220,175.89

HARMONY

Community Development District

*Debt Service Funds***Budget Narrative**
Fiscal Year 2016**REVENUES****Interest-Investments**

The District earns interest income on its trust accounts with US Bank.

Special Assessments-Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the debt service expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Special Assessment – CDD Collected (Maintenance)

The District will collect a Non-Ad Valorem assessment on all the un-platted parcels within the District in support of the overall fiscal year budget.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES**Administrative****Miscellaneous-Assessment Collection Cost**

The District reimburses the Osceola Tax Collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The fiscal year budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.

Principal Debt Retirement

The District pays regular principal payments annually in order to pay down/retire the debt service.

Interest Expense

The District pays interest expense on the debt service bonds twice a year.

Operating Transfers - In

Series 2004 based on a balanced budget; therefore it needs to transfer from series 2014 to cover the deficit.

Operating Transfer - Out

Series 2014 based on MADS and needs to transfer funds to series 2004 to cover the deficit.

Harmony

Community Development District

Supporting Budget Schedules

Fiscal Year 2016

**2015-2016 Non-Ad Valorem Assessment Summary
Summary of Assessment Rates**

Platted			O & M			Series 2015 Debt Service			Series 2014 Debt Service			Total			Units	Acres
Neighborhood	Width		FY 2016 O & M	FY 2015 O & M	% Change (Decrease)/ Increase	FY 2016 Debt Service	FY 2015 Ex Series 2004Debt Service	% Change (Decrease)/ Increase	FY 2016 Debt Service	FY 2015 Debt Service	% Change (Decrease)	FY 2016 Total	FY 2015 Total	% Change (Decrease)/ Increase		
A-1	A-1	n/a	\$ 457.26	\$ 457.26	0.00%	\$ -	\$ -	0.00%	\$ 605.71	\$ 635.08	-4.62%	\$ 1,062.97	\$ 1,092.34	-2.69%	186	
B	SF	80	\$ 1,445.56	\$ 1,445.56	0.00%	\$ -	\$ -	0.00%	\$ 1,914.87	\$ 2,007.68	-4.62%	\$ 3,360.43	\$ 3,453.24	-2.69%	9	
	SF	65	\$ 1,174.52	\$ 1,174.52	0.00%	\$ -	\$ -	0.00%	\$ 1,555.83	\$ 1,631.24	-4.62%	\$ 2,730.35	\$ 2,805.76	-2.69%	25	
	SF	52	\$ 939.61	\$ 939.61	0.00%	\$ -	\$ -	0.00%	\$ 1,244.66	\$ 1,305.00	-4.62%	\$ 2,184.27	\$ 2,244.61	-2.69%	35	
	SF	42	\$ 758.92	\$ 758.92	0.00%	\$ -	\$ -	0.00%	\$ 1,005.31	\$ 1,054.03	-4.62%	\$ 1,764.23	\$ 1,812.95	-2.69%	22	
	SF	35	\$ 632.43	\$ 632.43	0.00%	\$ -	\$ -	0.00%	\$ 837.75	\$ 878.36	-4.62%	\$ 1,470.18	\$ 1,510.79	-2.69%	15	
C-1	SF	80	\$ 1,421.81	\$ 1,421.81	0.00%	\$ -	\$ -	0.00%	\$ 1,883.40	\$ 1,974.70	-4.62%	\$ 3,305.21	\$ 3,396.51	-2.69%	10	
	SF	65	\$ 1,155.22	\$ 1,155.22	0.00%	\$ -	\$ -	0.00%	\$ 1,530.26	\$ 1,604.44	-4.62%	\$ 2,685.48	\$ 2,759.66	-2.69%	30	
	SF	52	\$ 924.17	\$ 924.17	0.00%	\$ -	\$ -	0.00%	\$ 1,224.21	\$ 1,283.55	-4.62%	\$ 2,148.38	\$ 2,207.72	-2.69%	35	
	SF	42	\$ 746.45	\$ 746.45	0.00%	\$ -	\$ -	0.00%	\$ 988.78	\$ 1,036.72	-4.62%	\$ 1,735.23	\$ 1,783.17	-2.69%	30	
	SF	35	\$ 622.04	\$ 622.04	0.00%	\$ -	\$ -	0.00%	\$ 823.98	\$ 863.93	-4.62%	\$ 1,446.02	\$ 1,485.97	-2.69%	12	
C-2	SF	80	\$ 1,478.48	\$ 1,478.48	0.00%	\$ -	\$ -	0.00%	\$ 1,958.47	\$ 2,053.40	-4.62%	\$ 3,436.95	\$ 3,531.88	-2.69%	4	
	SF	65	\$ 1,201.26	\$ 1,201.26	0.00%	\$ -	\$ -	0.00%	\$ 1,591.26	\$ 1,668.39	-4.62%	\$ 2,792.52	\$ 2,869.65	-2.69%	14	
	SF	52	\$ 961.01	\$ 961.01	0.00%	\$ -	\$ -	0.00%	\$ 1,273.01	\$ 1,334.71	-4.62%	\$ 2,234.02	\$ 2,295.72	-2.69%	13	
	SF	42	\$ 776.20	\$ 776.20	0.00%	\$ -	\$ -	0.00%	\$ 1,028.20	\$ 1,078.04	-4.62%	\$ 1,804.40	\$ 1,854.24	-2.69%	31	
	SF	35	\$ 646.83	\$ 646.83	0.00%	\$ -	\$ -	0.00%	\$ 856.83	\$ 898.36	-4.62%	\$ 1,503.66	\$ 1,545.19	-2.69%	25	
D-1	SF	80	\$ 1,527.48	\$ 1,527.48	0.00%	\$ -	\$ -	0.00%	\$ 2,023.39	\$ 2,121.47	-4.62%	\$ 3,550.87	\$ 3,648.95	-2.69%	9	
	SF	65	\$ 1,241.08	\$ 1,241.08	0.00%	\$ -	\$ -	0.00%	\$ 1,644.00	\$ 1,723.69	-4.62%	\$ 2,885.08	\$ 2,964.77	-2.69%	20	
	SF	52	\$ 992.86	\$ 992.86	0.00%	\$ -	\$ -	0.00%	\$ 1,315.20	\$ 1,378.95	-4.62%	\$ 2,308.06	\$ 2,371.81	-2.69%	6	
D-2	SF	n/a	\$ 907.34	\$ 907.34	0.00%	\$ -	\$ -	0.00%	\$ 1,201.91	\$ 1,260.17	-4.62%	\$ 2,109.25	\$ 2,167.51	-2.69%	11	
E	SF	n/a	\$ 2,420.95	\$ 2,420.95	0.00%	\$ -	\$ -	0.00%	\$ 3,206.92	\$ 3,362.37	-4.62%	\$ 5,627.87	\$ 5,783.32	-2.69%	51	
G	SF	52	\$ 1,092.89	\$ 1,092.89	0.00%	\$ -	\$ -	0.00%	\$ 1,447.71	\$ 1,517.88	-4.62%	\$ 2,540.60	\$ 2,610.77	-2.69%	62	
	SF	42	\$ 882.72	\$ 882.72	0.00%	\$ -	\$ -	0.00%	\$ 1,169.30	\$ 1,225.98	-4.62%	\$ 2,052.02	\$ 2,108.70	-2.69%	85	
	SF	35	\$ 735.60	\$ 735.60	0.00%	\$ -	\$ -	0.00%	\$ 974.41	\$ 1,021.65	-4.62%	\$ 1,710.01	\$ 1,757.25	-2.69%	39	
H-1	SF	35	\$ 822.18	\$ 822.18	0.00%	\$ -	\$ -	0.00%	\$ 1,073.54	\$ 1,125.54	-4.62%	\$ 1,895.72	\$ 1,947.72	N/A	39	
	SF	40	\$ 939.63	\$ 939.63	0.00%	\$ -	\$ -	0.00%	\$ 1,288.25	\$ 1,350.65	-4.62%	\$ 2,227.88	\$ 2,290.28	N/A	14	
	SF	50	\$ 1,174.54	\$ 1,174.54	0.00%	\$ -	\$ -	0.00%	\$ 1,594.98	\$ 1,672.28	-4.62%	\$ 2,769.52	\$ 2,846.82	N/A	13	
	TH	25	\$ 587.27	\$ 587.27	0.00%	\$ -	\$ -	0.00%	\$ 766.82	\$ 803.97	-4.62%	\$ 1,354.09	\$ 1,391.24	N/A	46	
Office			\$ 1,204.57	\$ 1,204.57	0.00%	\$ 1,541.52	\$ 1,672.99	-7.86%	\$ -	\$ -	0.00%	\$ 2,746.09	\$ 2,877.56	-4.57%		0.28
GC			\$ -	\$ -	N/A	\$ 52,624.28	\$ 64,893.62	-18.91%	\$ -	\$ -	0.00%	\$ 52,624.28	\$ 64,893.62	-18.91%		

Community Development District

Platted		O & M			Series 2015 Debt Service			Series 2014 Debt Service			Total			Units	Acres
Neighborhood	Width	FY 2016	FY 2015	% Change (Decrease)/ Increase	FY 2016	FY 2015 Ex Series 2004Debt Service	% Change (Decrease)/ Increase	FY 2016	FY 2015	% Change	FY 2016	FY 2015	% Change (Decrease)/ Increase		
		O & M	O & M		Debt Service			Debt Service	Debt Service	(Decrease)	Total	Total			
Unplatted															
A-2		\$ 4,043.91	\$ 4,043.91	0.00%	\$ -	\$ -	0.00%	\$ 5,389.81	\$ 5,616.45	-4.04%	\$ 9,433.72	\$ 9,660.37	-2.35%		4.4
H-2		\$ 4,043.91	\$ 4,043.91	0.00%	\$ -	\$ -	0.00%	\$ 5,389.81	\$ 5,616.45	-4.04%	\$ 9,433.72	\$ 9,660.37	-2.35%		17.82
F		\$ 4,043.91	\$ 4,043.91	0.00%	\$ -	\$ -	0.00%	\$ 5,389.81	\$ 5,616.45	-4.04%	\$ 9,433.72	\$ 9,660.37	-2.35%		15.95
M		\$ 4,043.91	\$ 4,043.91	0.00%	\$ -	\$ -	0.00%	\$ 5,389.81	\$ 5,616.45	-4.04%	\$ 9,433.72	\$ 9,660.37	-2.35%		7.39
I/J/K/L	40	\$ 1,146.73	N/A	0.00%	\$ 1,467.51	N/A	0.00%	\$ -	N/A	0.00%	\$ 2,614.24	N/A	0.00%	187	
	50	\$ 1,433.42	N/A	0.00%	\$ 1,834.38	N/A	0.00%	\$ -	N/A	0.00%	\$ 3,267.80	N/A	0.00%	148	
	60	\$ 1,720.10	N/A	0.00%	\$ 2,201.26	N/A	0.00%	\$ -	N/A	0.00%	\$ 3,921.36	N/A	0.00%	62	
Office		\$ 4,043.91	\$ 4,043.91	0.00%	\$ 5,175.11	\$ 5,616.45	-7.86%	\$ -	\$ -	0.00%	\$ 9,219.02	\$ 9,660.37	-4.57%		26.34
TC		\$ 4,043.91	\$ 4,043.91	0.00%	\$ 5,175.11	\$ 5,616.45	-7.86%	\$ -	\$ -	0.00%	\$ 9,219.02	\$ 9,660.37	-4.57%		29.97
Comm		\$ 4,043.91	\$ 4,043.91	0.00%	\$ 5,175.11	\$ 5,616.45	-7.86%	\$ -	\$ -	0.00%	\$ 9,219.02	\$ 9,660.37	-4.57%		7.58
Total														1,288.00	109.73

9B.

RESOLUTION 2015-4A

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE HARMONY COMMUNITY DEVELOPMENT
DISTRICT APPROVING THE BUDGET FOR FISCAL
YEAR 2016 AND SETTING A PUBLIC HEARING
THEREON PURSUANT TO FLORIDA LAW**

WHEREAS, the District Manager has heretofore prepared and submitted to the Board a Proposed Operating and/or Debt Service Budget for Fiscal Year 2016; a copy of which is attached hereto, and

WHEREAS, the Board of Supervisors has considered said Proposed Budget and desires to set the required Public Hearing thereon;

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

1. The Budget proposed by the District Manager for Fiscal Year 2016 is hereby approved as the basis for conducting a Public Hearing to adopt said budget.
2. A Public Hearing on said approved budget is hereby declared and set for the following date, hour and location:

Date: Thursday, August 27, 2015

Hour: 6:00 p.m.

Place: Harmony Community School
3365 Schoolhouse Road
St. Cloud, Florida

3. Notice of this Public Hearing shall be published in the manner prescribed in Florida Law.
4. In accordance with Section 189.016, Florida Statutes, the District's Secretary is further directed to post this Proposed Budget on the District's website at least two days before the Budget Hearing date, as set forth in Section 2.

Adopted this 28th day of May, 2015.

Steve Berube
Chairman

Gary L. Moyer
Secretary

Tenth Order of Business

10A.

MEMORANDUM



TO: Board of Supervisors
FROM: Tiziana Cessna, District Accountant
CC: Gary Moyer, District Manager / Stephen Bloom, Accounting Manager
DATE: May 15, 2015
SUBJECT: Harmony CDD – April Financial Report

Please find attached the April 2015 financial report. During your review, please keep in mind that the goal is for revenue to meet or exceed the year to date budget and for expenditures to be at or below the year to date budget. On April 28, the District refunded the Series 2004 Bonds with Series 2015 Bonds. To assist with your review, an overview of each of the District's funds was provided below. Should you have any questions or require additional information, please contact me at Tiziana.Cessna@STServices.com.

General Fund

- Total Revenue through April was approximately 75% of the annual budget, this includes;
 - ▶ Non Ad Valorem Assessments collections are at 94% compared to 95% as last year at the same time.
 - ▶ Non Ad Valorm Assessments CDD collected are collected in monthly installments. As of April, the collection were at 58% of the annual budget.

- Total Expenditures through April were at 105% of the YTD budget and 57% of the annual budget. Unfavorable variance is mostly due to the streetlights, which were installed by February.
 - ▶ ProfServ-Engineering over budget due to engineering work for alley repaving project.
 - ▶ ProfServ-Field Management - The District contracted an HR Company to lease employees for maintaining the District. Favorable variance due to less manpower needed.
 - ▶ Electricity - General - A slightly increase in electricity usage compared to last year at the same time.
 - ▶ Electricity - Streetlighting - Decrease is due to an energy and maintenance charge reduction from OUC.
 - ▶ Utility-Water & Sewer - Since November the water and sewer charges are lower compared to last year at the same time.
 - ▶ Miscellaneous Services represents monthly charges for the new holding tank.
 - ▶ Cap Outlay-Streetlights - The expense for the buy-down of the 36 streetlights for the neighborhood H-1 were installed as of April. A budget amendment will be necessary at the end of the fiscal year to formally acknowledge the change.
 - ▶ R&M Roads & Alleyways - Alley paving is substantially finished. After some repairs and inspection the retainage will be paid.

Page 2**Re: April Financials****Debt Service Series Funds**

- Total Revenue through April were approximately 97% of the annual budget.
 - ▶ Non Ad Valorem Assessments collections are at 94% compared to 95% as last year at the same time.
 - ▶ Non Ad Valorm Assessments CDD collected - 100% collected.
 - ▶ Due to the refinance of the Series 2001, the November 1st interest payment was not required.

Other Notes.

- The District purchased a 4 Wheeler vehicle.
 - Due to a blended methodology with the Series 2004 and Series 2014, a transfer of \$56,011 had to be made between the 2 Series.
- Due to the refinancing of the Series 2001 Bonds with Series 2014 Bonds, the deferred revenue was used to pay off the Series 2001 Bonds. On April 28, the Series 2004 Bonds was refinanced by the Series 2015 Bonds.

HARMONY
Community Development District

Financial Report

April 30, 2015

Prepared by



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**Harmony
Community Development District**

Financial Statements

(Unaudited)

April 30, 2015

Balance Sheet
April 30, 2015

ACCOUNT DESCRIPTION	GENERAL FUND	2014 DEBT SERVICE FUND	2015 DEBT SERVICE FUND	2015 CAPITAL PROJECTS FUND	TOTAL
ASSETS					
Cash - Checking Account	\$ 457,659	\$ -	\$ -	\$ -	\$ 457,659
Acct Receivable-Returned Items	40	-	-	-	40
Investments:					
Certificates of Deposit - 12 Months	100,400	-	-	-	100,400
Money Market Account	715,432	-	-	-	715,432
Construction Fund	-	-	-	200,000	200,000
Cost of Issuance Fund	-	-	-	57,965	57,965
Interest Account	-	44,776	-	-	44,776
Prepayment Account	-	218,380	-	-	218,380
Reserve Fund	-	607,313	340,000	-	947,313
Revenue Fund	-	1,212,284	9,102	-	1,221,386
TOTAL ASSETS	\$ 1,273,531	\$ 2,082,753	\$ 349,102	\$ 257,965	\$ 3,963,351
LIABILITIES					
Accounts Payable	\$ 113,460	\$ -	\$ -	\$ -	\$ 113,460
Accrued Expenses	39,928	-	-	-	-
Retainage Payable	9,014	-	-	-	9,014
Accrued Wages Payable	800	-	-	-	800
Deposits	500	-	-	-	500
TOTAL LIABILITIES	163,702	-	-	-	163,702
FUND BALANCES					
Restricted for:					
Debt Service	-	2,082,753	349,102	-	2,431,855
Capital Projects	-	-	-	257,965	257,965
Assigned to:					
Operating Reserves	439,270	-	-	-	439,270
Reserves-Renewal & Replacement	99,188	-	-	-	99,188
Reserves - Self Insurance	50,000	-	-	-	50,000
Reserves - Sidewalks	60,000	-	-	-	60,000
Reserves - Streetlights	105,000	-	-	-	105,000
Unassigned:	356,371	-	-	-	356,371
TOTAL FUND BALANCES	\$ 1,109,829	\$ 2,082,753	\$ 349,102	\$ 257,965	\$ 3,799,649
TOTAL LIABILITIES & FUND BALANCES	\$ 1,273,531	\$ 2,082,753	\$ 349,102	\$ 257,965	\$ 3,963,351

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2015

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 2,500	\$ 1,456	\$ 1,406	\$ (50)
Interest - Tax Collector	-	-	50	50
Special Assmnts- Tax Collector	811,192	811,192	762,478	(48,714)
Special Assmnts- CDD Collected	975,837	569,238	569,238	-
Special Assmnts- Discounts	(32,448)	(32,448)	(22,224)	10,224
Gate Bar Code/Remotes	-	-	155	155
Access Cards	-	-	900	900
TOTAL REVENUES	1,757,081	1,349,438	1,312,003	(37,435)

EXPENDITURES

Administration

P/R-Board of Supervisors	11,200	6,400	6,200	200
FICA Taxes	857	488	474	14
ProfServ-Arbitrage Rebate	1,200	1,200	1,200	-
ProfServ-Dissemination Agent	500	500	1,500	(1,000)
ProfServ-Engineering	5,000	2,919	5,516	(2,597)
ProfServ-Legal Services	30,000	17,500	17,374	126
ProfServ-Mgmt Consulting Serv	55,984	32,655	32,657	(2)
ProfServ-Property Appraiser	779	779	418	361
ProfServ-Special Assessment	11,822	11,822	11,822	-
ProfServ-Trustee Fees	11,462	6,000	5,390	610
Auditing Services	4,700	4,700	4,700	-
Postage and Freight	750	440	363	77
Rental - Meeting Room	-	-	375	(375)
Insurance - General Liability	27,534	27,534	25,512	2,022
Printing and Binding	2,500	1,456	1,260	196
Legal Advertising	500	295	97	198
Misc-Assessmnt Collection Cost	16,224	16,224	14,805	1,419
Misc-Contingency	500	295	48	247
Office Supplies	500	295	39	256
Annual District Filing Fee	175	175	175	-
Total Administration	182,187	131,677	129,925	1,752

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2015

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Field				
ProfServ-Field Management	210,000	122,500	96,482	26,018
Total Field	<u>210,000</u>	<u>122,500</u>	<u>96,482</u>	<u>26,018</u>
Landscape Services				
R&M-Grounds	21,961	12,810	12,811	(1)
R&M-Irrigation	20,000	11,669	5,239	6,430
R&M-Tree Trimming Services	20,000	11,669	-	11,669
R&M-Trees and Trimming	20,286	11,834	11,833	1
R&M-Turf Care	259,866	151,589	151,589	-
R&M-Shrub Care	119,351	69,622	69,621	1
Miscellaneous Services	15,000	8,750	9,485	(735)
Total Landscape Services	<u>476,464</u>	<u>277,943</u>	<u>260,578</u>	<u>17,365</u>
Utilities				
Electricity - General	32,000	18,669	20,872	(2,203)
Electricity - Streetlighting	90,206	52,621	41,826	10,795
Utility - Water & Sewer	105,000	61,250	47,123	14,127
Lease - Street Light	296,909	173,197	173,197	-
Misc-Contingency	31,218	18,210	-	18,210
Cap Outlay - Streetlights	108,697	-	161,852	(161,852)
Total Utilities	<u>664,030</u>	<u>323,947</u>	<u>444,870</u>	<u>(120,923)</u>
Operation & Maintenance				
Contracts-Lake and Wetland	20,000	11,669	9,156	2,513
Communication - Telephone	5,000	2,919	2,209	710
Utility - Refuse Removal	2,700	1,575	1,598	(23)
R&M-Pools	30,000	17,500	18,317	(817)
R&M-Roads & Alleyways	65,000	65,000	60,090	4,910
R&M-Sidewalks	5,000	2,919	3,924	(1,005)
R&M-Equipment Boats	7,500	4,375	1,003	3,372
R&M-Equipment Vehicles	7,500	4,375	2,984	1,391
R&M-Parks & Facilities	37,000	21,581	18,265	3,316
R&M-Hardscape Cleaning	5,000	2,500	-	2,500
Miscellaneous Services	-	-	850	(850)
Misc-Property Taxes	-	-	329	(329)
Misc-Access Cards&Equipment	5,000	2,919	-	2,919

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2015

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Misc-Contingency	8,000	4,669	2,142	2,527
Misc-Security Enhancements	2,500	1,460	1,226	234
Cap Outlay - Other	15,000	-	-	-
Cap Outlay - Vehicles	9,200	9,200	5,147	4,053
Total Operation & Maintenance	224,400	152,661	127,240	25,421
TOTAL EXPENDITURES	1,757,081	1,008,728	1,059,095	(50,367)
Excess (deficiency) of revenues Over (under) expenditures	-	340,710	252,908	(87,802)
Net change in fund balance	\$ -	\$ 340,710	\$ 252,908	\$ (87,802)
FUND BALANCE, BEGINNING (OCT 1, 2014)	856,921	856,921	856,921	
FUND BALANCE, ENDING	\$ 856,921	\$ 1,197,631	\$ 1,109,829	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2015

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 100	\$ 60	\$ 309	\$ 249
Special Assmnts- Tax Collector	66,567	66,567	62,570	(3,997)
Special Assmnts- CDD Collected	1,099,420	466,368	1,099,420	633,052
Special Assmnts- Discounts	(2,663)	(2,663)	(1,824)	839
TOTAL REVENUES	1,163,424	530,332	1,160,475	630,143
EXPENDITURES				
Administration				
Misc-Assessmnt Collection Cost	1,331	1,331	1,215	116
Total Administration	1,331	1,331	1,215	116
Debt Service				
Principal Debt Retirement	290,000	-	-	-
Interest Expense	933,188	466,594	466,594	-
Total Debt Service	1,223,188	466,594	466,594	-
TOTAL EXPENDITURES	1,224,519	467,925	467,809	116
Excess (deficiency) of revenues Over (under) expenditures	(61,095)	62,407	692,666	630,259
OTHER FINANCING SOURCES (USES)				
Interfund Transfer - In	61,095	61,095	56,011	(5,084)
Operating Transfers-Out	-	-	(9,102)	(9,102)
Pymt to Escrow Acct-Refunding	-	-	(1,622,762)	(1,622,762)
TOTAL FINANCING SOURCES (USES)	61,095	61,095	(1,575,853)	(1,636,948)
Net change in fund balance	\$ -	\$ 123,502	\$ (883,187)	\$ (1,006,689)
FUND BALANCE, BEGINNING (OCT 1, 2014)	883,187	883,187	883,187	
FUND BALANCE, ENDING	\$ 883,187	\$ 1,006,689	\$ -	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2015

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 100	\$ 60	\$ 44	\$ (16)
Special Assmnts- Tax Collector	1,080,894	1,080,894	1,015,985	(64,909)
Special Assmnts- Prepayment	-	-	68,012	68,012
Special Assmnts- CDD Collected	255,886	255,886	255,886	-
Special Assmnts- Discounts	(43,236)	(43,236)	(29,614)	13,622
TOTAL REVENUES	1,293,644	1,293,604	1,310,313	16,709
EXPENDITURES				
Administration				
Misc-Assessmnt Collection Cost	21,618	21,618	19,727	1,891
Total Administration	21,618	21,618	19,727	1,891
Debt Service				
Principal Debt Retirement	260,000	-	-	-
Interest Expense	597,819	-	-	-
Total Debt Service	857,819	-	-	-
TOTAL EXPENDITURES	879,437	21,618	19,727	1,891
Excess (deficiency) of revenues Over (under) expenditures	414,207	1,271,986	1,290,586	18,600
OTHER FINANCING SOURCES (USES)				
Operating Transfers-Out	(61,095)	(61,095)	(56,011)	5,084
Contribution to (Use of) Fund Balance	353,112	-	-	-
TOTAL FINANCING SOURCES (USES)	292,017	(61,095)	(56,011)	5,084
Net change in fund balance	\$ 353,112	\$ 1,210,891	\$ 1,234,575	\$ 23,684
FUND BALANCE, BEGINNING (OCT 1, 2014)	848,178	848,178	848,178	
FUND BALANCE, ENDING	\$ 1,201,290	\$ 2,059,069	\$ 2,082,753	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2015

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES	-	-	-	-
EXPENDITURES				
Non-Operating				
Underwriter	-	-	338,250	(338,250)
Total Non-Operating	-	-	338,250	(338,250)
TOTAL EXPENDITURES	-	-	338,250	(338,250)
Excess (deficiency) of revenues Over (under) expenditures	-	-	(338,250)	(338,250)
OTHER FINANCING SOURCES (USES)				
Interfund Transfer - In	-	-	9,102	9,102
Bond Premium	-	-	366,008	366,008
Proceeds of Refunding Bonds	-	-	13,184,870	13,184,870
Pymt to Escrow Acct-Refunding	-	-	(12,872,628)	(12,872,628)
TOTAL FINANCING SOURCES (USES)	-	-	687,352	687,352
Net change in fund balance	\$ -	\$ -	\$ 349,102	\$ 349,102
FUND BALANCE, BEGINNING (OCT 1, 2014)	-	-	-	
FUND BALANCE, ENDING	\$ -	\$ -	\$ 349,102	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2015

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES	-	-	-	-
EXPENDITURES				
Debt Service				
Cost of Issuance	-	-	87,165	(87,165)
Total Debt Service	-	-	87,165	(87,165)
TOTAL EXPENDITURES	-	-	87,165	(87,165)
Excess (deficiency) of revenues Over (under) expenditures	-	-	(87,165)	(87,165)
OTHER FINANCING SOURCES (USES)				
Proceeds of Refunding Bonds	-	-	345,130	345,130
TOTAL FINANCING SOURCES (USES)	-	-	345,130	345,130
Net change in fund balance	\$ -	\$ -	\$ 257,965	\$ 257,965
FUND BALANCE, BEGINNING (OCT 1, 2014)	-	-	-	
FUND BALANCE, ENDING	\$ -	\$ -	\$ 257,965	

Harmony
Community Development District

Supporting Schedules

April 30, 2015

**Non-Ad Valorem Special Assessments
Osceola County Tax Collector - Monthly Collection Report
For the Fiscal Year Ending September 30, 2015**

					Allocation by Fund				
Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	General Fund	Series 2004 Debt Service Fund	Series 2014 Debt Service Fund	Series 2015 Debt Service Fund	
						(2)		(2)	
ASSESSMENTS LEVIED FY 2015 (1)				\$ 1,944,058	\$ 811,191	\$ 62,570	\$ 1,066,300	\$ 3,997	
Allocation %				100%	41.75%		54.85%	3.40%	
11/07/14	\$ 2,217	\$ 125	\$ 45	\$ 2,388	\$ 989	\$ 81	\$ 1,318	\$ -	
11/21/14	86,220	3,666	1,760	91,645	37,955	3,115	50,575	-	
12/08/14	867,561	36,886	17,705	922,152	381,916	31,340	508,895	-	
12/23/14	232,805	9,005	4,751	246,562	102,115	8,380	136,067	-	
01/09/15	96,296	3,039	1,965	101,300	41,954	3,443	55,903	-	
02/09/15	29,103	657	594	30,354	12,571	1,032	16,751	-	
03/06/15	19,609	241	400	20,250	8,387	688	11,175	-	
04/07/15	417,812	43	8,527	426,382	176,589	14,491	235,302	-	
TOTAL	\$ 1,751,623	\$ 53,662	\$ 35,747	\$ 1,841,032	\$ 762,478	\$ 62,570	\$ 1,015,985	\$ -	
% COLLECTED					95%	94%	100%	95%	0%
TOTAL OUTSTANDING				\$ 103,025	\$ 48,713	\$ 0	\$ 50,315	\$ 3,997	

Note (1) Difference with budget is due to prepayments of series 2004 debt service.

Note (2) - Series 2004 was refunded with Series 2015 on 4/28/15

Non-Ad Valorem Special Assessments - District Collected
Monthly Collection Report
For the Fiscal Year Ending September 30, 2015

Date Received	Net Amount Amount Received	Allocation by Fund		
		General Fund	Series 2004 Debt Service Fund	Series 2014 Debt Service Fund
ASSESSMENTS LEVIED FY 2015	\$ 2,331,143	\$ 975,837	\$ 1,099,420	\$ 255,886
Allocation %	100%	42%	47%	11%
10/14/14	\$ 542,122	\$ 81,320	\$ 466,368	\$ 75,754
11/25/14	81,320	81,320	-	-
12/31/15	81,320	81,320	-	-
01/31/15	81,320	81,320	-	-
02/28/15	81,320	81,320	-	-
03/31/15	81,320	81,320	-	-
04/21/15	813,184	-	689,062	124,121
4/21/15 (1)	-	-	(56,011)	56,011
04/29/15	81,320	81,320	-	-
TOTAL	\$ 1,843,226	\$ 569,239	\$ 1,099,420	\$ 255,886
% COLLECTED		79%	58%	100%
TOTAL OUTSTANDING	\$ 487,917	\$ 406,597	\$ -	\$ -

Note (1) - Due to a blended methololgy a transfer In/Out was made between Series 2004 and Series 2014.

Cash and Investment Report
April 30, 2015

General Fund

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account- Operating	CenterState Bank	Interest Bearing Account	n/a	0.05%	\$452,679
Checking Account	BankUnited	Business Checking Account	n/a	n/a	\$1,000
Checking Account	CenterState Bank	Business Checking Account	n/a	0.05%	\$3,980
				Subtotal	\$457,659
Certificate of Deposit	BankUnited	12 month CD	2/3/2016	0.40%	\$100,400
Money Market Account	CenterState Bank	Money Market Account	n/a	0.10%	\$8,989
Money Market Account	Stonegate Bank	Money Market Account	n/a	0.40%	\$353,770
Money Market Account	BankUnited	Money Market Account	n/a	0.35%	\$352,673
				Subtotal	\$715,432

Debt Service and Capital Projects Funds

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2014 Interest Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$44,776
Series 2014 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$218,380
Series 2014 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$607,313
Series 2014 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$1,212,284
Series 2015 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$340,000
Series 2015 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$9,102
Series 2015 Construction Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$200,000
Series 2015 Cost of Issuance	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$57,965
				Subtotal	\$2,689,821
				Total	\$3,963,311

10B.

HARMONY
Community Development District

Check Register

April 1 - April 30, 2015

HARMONY
Community Development District

Check Register by Fund
For the Period from 4/1/15 to 4/30/15
(Sorted by Check No.)

Fund No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount
GENERAL FUND - 001							
CHECK # 53764							
001	04/08/15	DAVID PIEDT	03302015	Paid for access cards, but moving out of community	Access Cards	369941	\$20.00
Check Total							\$20.00
CHECK # 53765							
001	04/08/15	FEDEX	2-933-69438	5623-8 2/5/15	Postage and Freight	541006-51301	\$66.29
Check Total							\$66.29
CHECK # 53766							
001	04/08/15	NORTH SOUTH SUPPLY, INC.	2157644	Cement wet or dry 1 pt & Irritrol 533 fld bubble	R&M-Irrigation	546041-53902	\$20.80
001	04/08/15	NORTH SOUTH SUPPLY, INC.	2159754	Rainbird	R&M-Irrigation	546041-53902	\$294.53
001	04/08/15	NORTH SOUTH SUPPLY, INC.	2160196	Pipe PVC & Coupling sch	R&M-Irrigation	546041-53902	\$74.39
Check Total							\$389.72
CHECK # 53767							
001	04/08/15	PROGRESSIVE WASTE SOLUTIONS OF FL INC	0000944684	#0060-126957 April 2015	Utility - Refuse Removal	543020-53910	\$220.22
Check Total							\$220.22
CHECK # 53768							
001	04/08/15	SPRINT	244553043-019	#244553043 1/26/15-2/25/15	Communication - Telephone	541003-53910	\$302.42
001	04/08/15	SPRINT	244553043-020	#244553043 2/26/15-3/25/15	Communication - Telephone	541003-53910	\$302.42
001	04/08/15	SPRINT	244553043-020	#244553043 12/26-1/25/15 and Refund for I phones	Communication - Telephone	541003-53910	(\$179.58)
Check Total							\$425.26
CHECK # 53771							
001	04/13/15	FEDEX	2-992-64814	0012-7 3/27/15	Postage and Freight	541006-51301	\$9.44
Check Total							\$9.44
CHECK # 53772							
001	04/13/15	KISSIMEE UTILITY AUTHORITY	04082015	Utilities 2/13/15 - 3/18/15	Utility - Water & Sewer	543021-53903	\$1,132.53
Check Total							\$1,132.53
CHECK # 53760							
001	04/03/15	MARK W. LEMENAGER	PAYROLL	April 03, 2015 Payroll Posting			\$184.70
Check Total							\$184.70
CHECK # 53761							
001	04/03/15	STEVEN P. BERUBE	PAYROLL	April 03, 2015 Payroll Posting			\$184.70
Check Total							\$184.70

HARMONY
Community Development District

Check Register by Fund
For the Period from 4/1/15 to 4/30/15
(Sorted by Check No.)

Fund No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount
----------	------------	-------	-------------	---------------------	------------------	---------------	--------------

CHECK # 53762

001	04/03/15	RAYMOND D. WALLS, III	PAYROLL	April 03, 2015 Payroll Posting			\$184.70
Check Total							<u>\$184.70</u>

CHECK # 53763

001	04/03/15	DAVID L. FARNSWORTH	PAYROLL	April 03, 2015 Payroll Posting			\$184.70
Check Total							<u>\$184.70</u>

Fund Total **\$3,002.26**

2004 DEBT SERVICE FUND - 202

CHECK # 53769

202	04/08/15	US BANK NATIONAL ASSOC	04072015	Transfer of FY2015 Assessments	Due From Other Funds	131000	\$14,199.88
Check Total							<u>\$14,199.88</u>

Fund Total **\$14,199.88**

2014 DEBT SERVICE FUND - 203

CHECK # 53770

203	04/08/15	US BANK NATIONAL ASSOC	04072015A	Transfer of FY2015 Assessments	Due From Other Funds	131000	\$230,572.22
Check Total							<u>\$230,572.22</u>

Fund Total **\$230,572.22**

Total Checks Paid **\$247,774.36**

HARMONY
Community Development District

Debit Card invoices

April 1 - April 30, 2015

**Monthly Debit Card Purchases
April 30, 2015**

Date	Vendor	Description	Amount
4/1/2015	Sunoco	Fuel	38.51
4/1/2015	Amazon	Copy paper	34.95
4/1/2015	Amazon	2-Gallon Max Contractor Sprayer	31.99
4/1/2015	Amazon	Water for Staff	16.45
4/1/2015	Amazon	Irwin Tools Reciprocating Saw Blade Set	14.30
4/2/2015	ID Zone	Awid GR Graphic Quality Prox-Linc Proximity Card	399.00
4/3/2015	Amazon	10 Kohler Bolt Caps for all toilets	29.30
4/3/2015	Amazon	3 Institutional Trash Can Liner	94.80
4/7/2015	Amazon	North American Snakes Educational Chart Poster	12.03
4/9/2015	Sunoco	Fuel	37.42
4/10/2015	APL iTunes	20 GB storage plan	0.99
4/13/2015	Amazon	5 La Motte Liquid Reagent	47.37
4/15/2015	Amazon	2 Purity Pool Red Baron 20 inch Leaf Rake	79.90
4/15/2015	Sunoco	Fuel	31.86
4/15/2015	VistaPrint	Standard Business Cards	28.22
4/15/2015	Fieldprint	Fieldprint scheduling fee	20.00
4/16/2015	Amazon	Boat Marine Plumbing Electric Bilge Pumps	15.74
4/20/2015	Amazon	2 Stroke Oil	25.96
4/20/2015	Wawa	Fuel	13.32
4/21/2015	Amazon	Marine Boat Bilge Pump Float Switch	11.99
4/22/2015	Sunoco	Fuel	36.05
4/23/2015	Amazon	2 Swimline Foam Ring Buoy for Pools	45.78
		Water Tech Pool Blaster Max	149.91
4/23/2015	Amazon	6 Stainless Steel Escutcheon Plate	94.68
4/27/2015	Amazon	New OEM Kawasaki Mule 600	158.98
4/27/2015	Harmony Town Square Market	Water for Staff	12.21
4/28/2015	Amazon	Heavy Duty Park Style Charcoal Grill	139.99
4/28/2015	Amazon	Blue Devil Corner and Step Brush	9.17
4/29/2015	Sunoco	Fuel	43.84
4/29/2015	Partzilla	Gasket, Choke, Head-Carb	6.89
Total			1,681.60

G/L Coding

R&M - Equipment Boats	546223.53910.5000	\$ 41.05
R&M - Parks & Facilities	546225.53910.5000	\$ 489.12
R&M - Equipment Vehicles	546224.53910.5000	\$ 165.87
R&M - Pools	546074.53910.5000	\$ 488.10
R&M - Contingency	549900.53910.5000	\$ 483.16
R&M - Irrigation	546041.53902.5000	\$ 14.30
		<u>\$ 1,681.60</u>



Sunoco
6990 E Irlo Bronson
St. Cloud Florida 34

* FINAL RECEIPT*
For Credit Sales
Card Charged Only
Total Shown Below.

Trans #: 282393
Grade: Regular (87)
Pump Number: 04
Gallons: 15.410
Price: \$2.499
Total Fuel: \$38.51
Total Sale: \$38.51

Term: JD12417328001

Appr: 056210

Seq#: 064582

MasterCard
XXXXXXXXXXXX

03/30/2015 12:39:18
Thank You For
Shopping Sunoco

Approved G v/d Snel 03/31/2015

Items Ordered

1 of: *Double A Copy Paper, 8.5 x 11 Inches Letter Size, 22 lb. Density, 94 Bright White, 5 Reams, 2500 Total Sheets (AA 22# 5-Ream Case)* **Price**
\$34.95

Sold by: Amazon.com LLC

Condition: New

Shipping Address:

Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal: \$34.95
Shipping & Handling: \$0.00

Total before tax: \$34.95
Sales Tax: \$0.00

Shipping Speed:

Standard Shipping

Total for This Shipment: \$34.95*Misc Contingency***Payment information****Payment Method:**

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$117.31
Shipping & Handling: \$0.00

Billing address

GERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United States

Total before tax: \$117.31
Estimated tax to be collected: \$0.00

Grand Total: \$117.31To view the status of your order, return to [Order Summary](#).**Please note:** This is not a VAT invoice.[Conditions of Use](#) | [Privacy Notice](#) © 1996-2015, Amazon.com, Inc. or its affiliates*Approved G v/d Snel 04/27/2015*

amazon.com

Final Details for Order #104-2127383-8669044Print this page for your records.**Order Placed:** March 31, 2015**Amazon.com order number:** 104-2127383-8669044**Order Total:** \$31.99**Shipped on April 1, 2015****Items Ordered**1 of: *Smith 190216 2-Gallon Max Contractor Sprayer With Heavy Duty 18-* **Price** **\$31.99***Inch Wand*

Sold by: Amazon.com LLC

Condition: New

Shipping Address:

Gerhard van der Snel

7360 Five Oaks Dr

Office trailer

HARMONY, FLORIDA 34773-6047

United States

Item(s) Subtotal: \$31.99

Shipping & Handling: \$0.00

Total before tax: \$31.99

Sales Tax: \$0.00

Total for This Shipment: \$31.99**Shipping Speed:**

Two-Day Shipping

Payment information**Payment Method:**

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$31.99

Shipping & Handling: \$0.00

Billing address

GERHARD VAN DER SNEEL HARMONY CDD

210 N UNIVERSITY DR STE 702

CORAL SPRINGS, FL 33071-7320

United States

Total before tax: \$31.99

Estimated tax to be collected: \$0.00

Grand Total: \$31.99To view the status of your order, return to Order Summary.**Please note:** This is not a VAT invoice.Conditions of Use | Privacy Notice © 1996-2015, Amazon.com, Inc. or its affiliates*Approved G v/d Snel 04/27/2015*

3/30/2015 11:25 AM
Store 1

Sales Receipt #51256

Customer Copy

Harmony Town Square Market

7250 Harmony Square Drive South

Harmony FL 34773

David Buck - Store Manager

(407) 892-0148

www.facebook.com/townsquaremarket

Cashier

Item #	Qty	Price	Ext Price
634	5	\$3.29	\$16.45
SPINE PURIFIED W			
Subtotal			\$16.45
Local Sales Tax			0 % Tax + \$0.00
RECEIPT TOTAL:			\$16.45

Credit Card: \$16.45 XXXX

MasterCard

Reference # 1000024455 Auth 018936

Entry Swiper Merchant # ***78501

Signature

I agree to pay above amount according to card
service agreement (merchant agreement
if credit voucher)



www.HarmonyFL.com



51256

Approved G v/d Snel 05/12/2015

amazon.com

Final Details for Order #104-8893815-5868203Print this page for your records.**Order Placed:** March 31, 2015**Amazon.com order number:** 104-8893815-5868203**Order Total: \$14.30****Shipped on April 1, 2015****Items Ordered**1 of: *IRWIN Tools Reciprocating Saw Blade Set, 11-Piece (4935496)*

Sold by: Amazon.com LLC

Condition: New

Price

\$14.30

Shipping Address:Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United StatesItem(s) Subtotal: \$14.30
Shipping & Handling: \$0.00Total before tax: \$14.30
Sales Tax: \$0.00**Shipping Speed:**

Two-Day Shipping

Total for This Shipment: \$14.30**Payment information****Payment Method:**

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$14.30
Shipping & Handling: \$0.00**Billing address**GERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United StatesTotal before tax: \$14.30
Estimated tax to be collected: \$0.00**Grand Total: \$14.30**To view the status of your order, return to Order Summary.**Please note:** This is not a VAT invoice.Conditions of Use | Privacy Notice © 1996-2015, Amazon.com, Inc. or its affiliates*Approved G v/d Snel 04/27/2015*



Gerhard Van der snel <gerhardharmony@gmail.com>

Your ID Zone Order [891871 - \$399.00] Sales Receipt

1 message

sales@idzone.com <sales@idzone.com>
To: gerhardharmony@gmail.com

Tue, Mar 24, 2015 at 2:28 PM



Sales Office:
ID Zone North
7003 West Lake St., Ste 400
St. Louis Park, MN 55426
(800) 910-5987
orders@IDZone.com

Send payments to:
ID Zone South
1501 NW 163rd St
Miami, FL 33169
(800) 910-5987
orders@IDZone.com

Thank you for ordering from ID Zone.

This is your sales receipt.

For orders using UPS Next Day Air delivery, our goal is to ship in-stock items within 24 hours (holidays and weekends excluded), pending credit card verification. For orders using UPS ground, 2 Day Air or 3 Day Select, our goal is to ship in-stock items within 48 hours, pending credit card verification (holidays and weekends excluded). Orders consisting of two or more types of items may be shipped from multiple locations.

If you have any questions, please contact our Customer Service Team at support@IDZone.com or by phone at (800) 910-5987 x 3.

How Did We Do?
Let Us Know!

Please Note: A representative from our accounting team may be in contact with you via telephone to verify your use of this credit card. This is typically a one-time verification. Thank you in advance for your help in keeping our prices as low as possible.

ID Zone Representative (if assigned): Arick Swayne - Phone Ext. 147

Optional Order Reference (if applicable): Tax exempt

Purchase Order Number (if applicable):

Bill To:

Gerhard van der Snel
Harmony CDD
210 N University Dr Suite 702
Coral Springs, FL 33071
407-301-2235
gerhardharmony@gmail.com

Ship To:

Gerhard van der Snel
Harmony CDD
7360 Five Oaks Dr
Harmony, FL 34773
4073012235
gerhardharmony@gmail.com

Order Number: 891871

Approved G v/d Snel 03/24/2015

Placed: 03/24/2015 14:28:42 EDT

Payment Type: Payment Type: MasterCard XXXXXXXXXXXXXXX

Code	Name	Quantity	Price/Ea.	Total
GR-AWID-0-0	AWID GR Graphic Quality Prox-Linc Proximity Card - PROGRAMMED - Qty. 50	2	\$199.50	\$399.00
	Card Format: H10301 - 26 Bit		\$0.00	\$0.00
	Site/Facility Code: 84		\$0.00	\$0.00
	Start Number: 2101		\$0.00	\$0.00
	I understand the configuration I've selected and understand that these cards are custom products and are not returnable.		\$0.00	\$0.00
Shipping: FREE UPS Ground				\$0.00
Sales Tax				\$0.00
TOTAL:				\$399.00

Thank you for shopping with ID Zone.

Tracking numbers are usually available within 24 hours of shipment.

If you have questions or need assistance with your order, please contact ID Zone Customer Service at support@IDZone.com or (800) 910-5987 x 3.

Note: To ensure that email correspondence from ID Zone gets to you, please add us to your Safe Senders List in your email client.



Approved A v/d Snel 03/24/2015

amazon.com

Final Details for Order #104-7316772-1007401Print this page for your records.**Order Placed:** April 2, 2015**Amazon.com order number:** 104-7316772-1007401**Order Total:** \$124.10**Shipped on April 3, 2015****Items Ordered**10 of: Kohler GP1013092-0 Bolt Caps In White for all Toilets
Sold by: Amazon.com LLC**Price**
\$2.93

Condition: New

Shipping Address:Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United StatesItem(s) Subtotal: \$29.30
Shipping & Handling: \$0.00

Total before tax: \$29.30
Sales Tax: \$0.00**Shipping Speed:**
Two-Day Shipping**Total for This Shipment: \$29.30**

pools**Shipped on April 3, 2015****Items Ordered**3 of: Spectrum CP404812N HDPE Institutional Trash Can Liner, 40-45 gallon Capacity, 48" Length x 40" Width x 12 micron Thick, Natural (Case of 250)
Sold by: Amazon.com LLC**Price**

Condition: New

Shipping Address:Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United StatesItem(s) Subtotal: \$94.80
Shipping & Handling: \$0.00

Total before tax: \$94.80
Sales Tax: \$0.00**Shipping Speed:**
Two-Day Shipping**Total for This Shipment: \$94.80**

parks**Payment information****Payment Method:**

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$124.10
Shipping & Handling: \$0.00

Approved G v/d Snel 04/27/2015

amazon.com

Final Details for Order #104-4061708-6417050Print this page for your records.**Order Placed:** April 6, 2015**Amazon.com order number:** 104-4061708-6417050**Order Total: \$12.03****Shipped on April 6, 2015****Items Ordered**1 of: *North American Snakes Educational Chart Poster 24 x 36*
Sold by: PosterRevolution ([seller profile](#))**Price**
\$12.03Condition: New
Professionally packed and shipped promptly.**Shipping Address:**Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United StatesItem(s) Subtotal: \$12.03
Shipping & Handling: \$0.00

Total before tax: \$12.03
Sales Tax: \$0.00
-----**Shipping Speed:**
Standard**Total for This Shipment: \$12.03**
-----**Payment information****Payment Method:**

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$12.03
Shipping & Handling: \$0.00
-----**Billing address**GERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United StatesTotal before tax: \$12.03
Estimated tax to be collected: \$0.00
-----**Grand Total: \$12.03**To view the status of your order, return to [Order Summary](#).**Please note:** This is not a VAT invoice.[Conditions of Use](#) | [Privacy Notice](#) © 1996-2015, Amazon.com, Inc. or its affiliates

Approved G v/d Snel 04/27/2015



Sunoco
6998 E Irlo Bronson
St. Cloud Florida 34

* FINAL RECEIPT*
For Credit Sales
Card Charged Only
Total Shown Below.

Trans #: 294397
Grade: Regular (87)
Pump Number: 02
Gallons: 15.278
Price: \$2.449
Total Fuel: \$37.42
Total Sale: \$37.42

Term: JD12417328001

Appr: 069250

Seq#: 003416

MasterCard
XXXXXXXXXXXX [REDACTED]

04/07/2015 08:05:05
Thank You For
Shopping Sunoco

Approved G v/d Snel 05/12/2015



Dear Gerhard Van der snel,

This email confirms payment for the iCloud storage plan listed below. You will be billed each month unless you cancel.- To cancel, downgrade your storage plan from your iPhone, iPad, iPod touch, Mac, or PC.

Apple ID: gerhardvandersnel@hotmail.com
 Name: Gerhard Van der snel
 Address: 210 N University dr
 Suite 702
 Coral Springs, FL 33071-7320
 USA
 Order ID: MJ44WKV35W
 Date of Purchase: April 8, 2015
 Next Payment: May 8, 2015
 Payment Method: MasterCard **** * [REDACTED]

Item:	20 GB storage plan, billed monthly	\$0.99
	Subtotal:	\$0.99
	Tax:	\$0.00
	Total:	\$0.99

The iCloud Team

Approved G v/d Snel 04/13/2015

<https://mail.google.com/mail/u/0/?ui=2&ik=51e145b470&view=pt&search=inbox&th=14c...> 4/13/2015

amazon.com

Final Details for Order #104-2539529-8491468Print this page for your records.**Order Placed:** April 12, 2015**Amazon.com order number:** 104-2539529-8491468**Order Total: \$47.37****Shipped on April 13, 2015****Items Ordered**3 of: *LaMotte Liquid Reagent P-6741-H, DPD 1B, 2 oz*
Sold by: Amato Industries, Inc. ([seller profile](#))**Price**

\$8.60

Condition: New

2 of: *LaMotte Liquid Reagent P-6740-H, DPD 1A, 2 oz*
Sold by: Amato Industries, Inc. ([seller profile](#))

\$8.75

Condition: New

Shipping Address:Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United StatesItem(s) Subtotal: \$43.30
Shipping & Handling: \$4.07Total before tax: \$47.37
Sales Tax: \$0.00**Shipping Speed:**

Standard

Total for This Shipment: \$47.37**Payment information****Payment Method:**

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$43.30
Shipping & Handling: \$4.07**Billing address**GERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United StatesTotal before tax: \$47.37
Estimated tax to be collected: \$0.00**Grand Total: \$47.37**To view the status of your order, return to [Order Summary](#).**Please note:** This is not a VAT invoice.[Conditions of Use](#) | [Privacy Notice](#) © 1996-2015, Amazon.com, Inc. or its affiliates

Approved G v/d Snel 04/27/2015

amazon.com

Final Details for Order #112-8569892-0288244Print this page for your records.**Order Placed:** April 15, 2015**Amazon.com order number:** 112-8569892-0288244**Order Total:** \$79.90**Shipped on April 15, 2015****Items Ordered**2 of: *Purity Pool RBTB Red Baron 20-Inch Professional Leaf Rake, Tuff Duty Model* **Price** \$39.95

Sold by: Amazon.com LLC

Condition: New

Shipping Address:Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United StatesItem(s) Subtotal: \$79.90
Shipping & Handling: \$0.00

Total before tax: \$79.90

Sales Tax: \$0.00

Shipping Speed:

Two-Day Shipping

Total for This Shipment: \$79.90**Payment information****Payment Method:**

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$79.90
Shipping & Handling: \$0.00**Billing address**GERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United StatesTotal before tax: \$79.90
Estimated tax to be collected: \$0.00**Grand Total: \$79.90**To view the status of your order, return to Order Summary.**Please note:** This is not a VAT invoice.Conditions of Use | Privacy Notice © 1996-2015, Amazon.com, Inc. or its affiliates

Approved G v/d Snel 04/27/2015

Sunoco
6990 E Irlo Bronson
St. Cloud Florida 34

* FINAL RECEIPT*
For Credit Sales
Card Charged Only
Total Shown Below.

Trans #: 384309
Grade: Regular (87)
Pump Number: 04
Gallons: 13.394
Price: \$2.379
Total Fuel: \$31.86
Total Sale: \$31.86

Term: JD12417328001

Appr: 072133

Seq#: 006569

MasterCard
XXXXXXXXXXXX[REDACTED]

04/13/2015 12:54:54
Thank You For
Shopping Sunoco

Approved G v/d Snel 04/13/2015

Vistaprint Promotional Products

Everything to market your business.

United States EN



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Help is here.
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Hello Gerhard

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All
ProductsBusiness
CardsMarketing
MaterialsSigns &
PostersInvitations &
StationeryCustom
ClothingDigital
Marketing

Specials

It's time for our friends & family sale. Learn more.

Have a promo code?

Order Details

Order Date: 4/14/2015 4:20 PM

Order Number: 6QVJ8-B3A58-0P6

Payment Type: MasterCard

Order Status: Processing

Delivery Option: 8 Business Days

Estimated Date of Arrival: 4/24/2015

Ship To:

Gerhard van der Snel
Harmony CDD
3500 Harmony Sq dr west
Office trailer
Harmony, FL 34773
United States of America
Phone: 4073012235
gerhardhamony@gmail.com

Bill To:

Gerhard van der Snel
Harmony CDD
210 N University Dr
Suite 702
Coral Springs, FL 33071
United States of America
Phone: 4073012235
gerhardhamony@gmail.com

Status Information	My Products	Quantity	Price	Subtotal
Item Status: Processing		Standard Business Cards	500	\$9.99
		Blank Back Side		INCLUDED
		Signature Glossy		\$11.24
				\$21.23
		Original Price		
		Product Total:	\$25.00	\$21.23
		Shipping & Processing (Economy 8 Business Days):		\$6.99
		Total:	\$41.99	\$28.22
				You Saved \$13.77!

Approved G v/d Snel 04/14/2015



Registration # 1865684 for Jeff Roland Borio is scheduled for:

April 15, 2015 at 9:40 AM

Your appointment information will also be emailed to you for additional reference. If an email is not received within one hour, please contact Fieldprint® at 877-614-4364.

Your Appointment Location

Fieldprint Site - Pack and Ship
1209 West Oak Street (next to Textura
Hair Salon)
Kissimmee, FL 34741

Please note: Once an appointment is made, you may not make a change or cancel less than 24 hours before the appointment time without incurring a charge.

Please call us at 800-799-1067 to rate your experience. We would appreciate feedback on your appointment and our site.

If you decide to reschedule your appointment in the future, please return to florida.fieldprint.com, sign in as an existing user, and click on the red Reschedule link to make a new appointment.

What identification to bring?

You must print this appointment confirmation and bring it with you to your appointment.

You must bring two forms of identification. At least one form has to be a picture ID from the Picture ID list below and the second has to be from the Secondary ID list. The site technician will use the ID's to confirm your identity, but will not photocopy your ID's for any purpose.

If you do not bring two valid, unexpired, acceptable forms of ID, your appointment cannot be completed. The name provided for the appointment must match both forms of identification and the date of birth must be on the primary form of ID, and must match exactly.

Picture ID:

- State-issued drivers license
- State-issued non-driver identity
- U.S. passport
- Military Identification Card
- Work Visa w/ Photo
- Foreign Passport
- DOD Common Access Card
- Foreign Drivers License

Secondary ID:

- State-issued drivers license
- State-issued non-driver identity
- U.S. passport
- Military Identification Card
- Social Security Card
- Bank Statement/Paycheck Stub
- Utility bill
- Credit Card
- Marriage Certificate
- Vehicle Registration/Title
- State Government issued Certificate of Birth
- School ID w/ Photograph
- Voter Registration Card
- Draft Record
- Native American Tribal Document
- Transportation Worker Identification Credential (TWIC Card)
- Foreign Passport
- Certificate of Citizenship
- Certificate of Naturalization
- INS I-551 Resident Alien Card
- INS I-988 Temporary Resident Identification Card



Payment Information

Date	Payment Description	Payment Type	Total
4/14/2015	Fieldprint Scheduling Fee	MasterCard	\$10.00

Approved G v/d Snel 04/14/2015



Registration # 1865590 for Gerhard van der Snel is scheduled for:

April 15, 2015 at 9:30 AM

Your appointment information will also be emailed to you for additional reference. If an email is not received within one hour, please contact Fieldprint® at 877-614-4364.

Your Appointment Location

Fieldprint Site - Pack and Ship
1209 West Oak Street (next to Textura
Hair Salon)
Kissimmee, FL 34741

Please note: Once an appointment is made, you may not make a change or cancel less than 24 hours before the appointment time without incurring a charge.

Please call us at 800.799.1067 to rate your experience. We would appreciate feedback on your appointment and our site.

If you decide to reschedule your appointment in the future, please return to florida.fieldprint.com, sign in as an existing user, and click on the red Reschedule link to make a new appointment.

What Identification to bring?

You must print this appointment confirmation and bring it with you to your appointment.

You must bring two forms of identification. At least one form has to be a picture ID from the Picture ID list below and the second has to be from the Secondary ID list. The site technician will use the ID's to confirm your identity, but will not photocopy your ID's for any purpose.

If you do not bring two valid, unexpired, acceptable forms of ID, your appointment cannot be completed. The name provided for the appointment must match both forms of identification and the date of birth must be on the primary form of ID, and must match exactly.

Picture ID:

- State-issued drivers license
- State-issued non-driver identity
- U.S. passport
- Military Identification Card
- Work Visa w/ Photo
- Foreign Passport
- DOD Common Access Card
- Foreign Drivers License

Secondary ID:

- State-issued drivers license
- State-issued non-driver identity
- U.S. passport
- Military Identification Card
- Social Security Card
- Bank Statement/Paycheck Stub
- Utility bill
- Credit Card
- Marriage Certificate
- Vehicle Registration/Title
- State Government Issued Certificate of Birth
- School ID w/ Photograph
- Voter Registration Card
- Draft Record
- Native American Tribal Document
- Transportation Worker Identification Credential (TWIC Card)
- Foreign Passport
- Certificate of Citizenship
- Certificate of Naturalization
- INS I-551 Resident Alien Card
- INS I-888 Temporary Resident Identification Card



Approved G v/d Snel 04/14/2015

Payment Information

Date	Payment Description	Payment Type	Total
4/14/2015	Fieldprint Scheduling Fee	MasterCard	\$10.00

amazon.com

Final Details for Order #112-9776236-6856267Print this page for your records.**Order Placed:** April 15, 2015**Amazon.com order number:** 112-9776236-6856267**Order Total: \$15.74****Shipped on April 16, 2015****Items Ordered**1 of: *Seaflo 1100 GPH 12v Boat Marine Plumbing Electric Bilge Pumps*
(1100gph 12v)**Price**
\$15.74Sold by: AC AUTO PART ([seller profile](#))

Condition: New

Shipping Address:Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United StatesItem(s) Subtotal: \$15.74
Shipping & Handling: \$0.00-----
Total before tax: \$15.74
Sales Tax: \$0.00-----
Total for This Shipment: \$15.74
-----**Shipping Speed:**

Two-Day Shipping

Payment information**Payment Method:**

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$15.74
Shipping & Handling: \$0.00**Billing address**GERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United States-----
Total before tax: \$15.74
Estimated tax to be collected: \$0.00**Grand Total: \$15.74**To view the status of your order, return to [Order Summary](#).**Please note:** This is not a VAT invoice.[Conditions of Use](#) | [Privacy Notice](#) © 1996-2015, Amazon.com, Inc. or its affiliates

Approved G v/d Snel 04/27/2015

amazon.com

Final Details for Order #112-1468713-1428239Print this page for your records.**Order Placed:** April 18, 2015**Amazon.com order number:** 112-1468713-1428239**Order Total:** \$25.96**Shipped on April 19, 2015****Items Ordered**2 of: *Star brite Premium 2 Stroke Oil TC-W3, 32 oz*
Sold by: Amazon.com LLC**Price**

\$12.98

Condition: New

Shipping Address:Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United StatesItem(s) Subtotal: \$25.96
Shipping & Handling: \$0.00Total before tax: \$25.96
Sales Tax: \$0.00**Shipping Speed:**

Two-Day Shipping

Total for This Shipment: \$25.96**Payment information****Payment Method:**

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$25.96
Shipping & Handling: \$0.00**Billing address**GERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United StatesTotal before tax: \$25.96
Estimated tax to be collected: \$0.00**Grand Total: \$25.96**To view the status of your order, return to Order Summary.**Please note:** This is not a VAT invoice.Conditions of Use | Privacy Notice © 1996-2015, Amazon.com, Inc. or its affiliates*Approved G v/d Snel 04/27/2015*

Wawa #5123
 1125 E Irlo Bronson
 St. Cloud FL, 34769

 4/17/2015 11:41:27 A
 Term: JD12007193001
 Appr: 060544
 Seq#: 050148

Product: xEthanol
 Pump Gallons Price
 00 4.590 \$2.899
 Total Sale \$13.32
 MasterCard
 XXXXXXXXXXXXXXX

04/17/2015 11:40:26
 ENTER TO WIN A \$100
 Wawa Gift Card!
 Go to
www.MyWawaVisit.com
 Take our survey for
 a chance to win a
 drawing for a
 \$100 Wawa Gift Card
 One winner per store
 every month!
 Disponible
 en Espanol

Survey Code: 1300866
 Store Number: 05123

Please respond
 within 5 days
 NO
 PURCHASE NECESSARY
 See Rules at
MyWawaVisit.com

Approved G v/d Snel 04/17/2015

amazon.com

Final Details for Order #104-8711647-5479419Print this page for your records.**Order Placed:** April 21, 2015**Amazon.com order number:** 104-8711647-5479419**Order Total:** \$11.99**Shipped on April 22, 2015****Items Ordered**1 of: *Amarine-made Marine Boat Bilge Pump Float Switch - White*
Sold by: AlfaMarine ([seller profile](#))**Price**
\$11.99

Condition: New

Application: </br>... [see more](#)**Shipping Address:**Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United StatesItem(s) Subtotal: \$11.99
Shipping & Handling: \$0.00Total before tax: \$11.99
Sales Tax: \$0.00**Shipping Speed:**
Two-Day Shipping**Total for This Shipment: \$11.99****Payment information****Payment Method:**

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$11.99
Shipping & Handling: \$0.00**Billing address**GERHARD VAN DER SNEI HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United StatesTotal before tax: \$11.99
Estimated tax to be collected: \$0.00**Grand Total: \$11.99**To view the status of your order, return to [Order Summary](#).**Please note:** This is not a VAT invoice.[Conditions of Use](#) | [Privacy Notice](#) © 1996-2015, Amazon.com, Inc. or its affiliates

Approved G v/d Snel 04/27/2015

Approved G v/d Snel 04/20/2015

Sunoco
6990 E Irlo Bronson
St. Cloud Florida 34

* FINAL RECEIPT*
For Credit Sales
Card Charged Only
Total Shown Below.

Trans #: 314846
Grade: Regular (87)
Pump Number: 04
Gallons: 15.152
Price: \$2.379
Total Fuel: \$36.05
Total Sale: \$36.05

Term: JD12417328001

Appr: 011138

Seq#: 009925

MasterCard
XXXXXXXXXXXX

04/20/2015 07:55:35
Thank You For
Shopping Sunoco

amazon.com

Final Details for Order #104-6091594-2469853Print this page for your records.**Order Placed:** April 22, 2015**Amazon.com order number:** 104-6091594-2469853**Order Total: \$195.69****Shipped on April 22, 2015****Items Ordered**2 of: *Swimline 89870 Foam Ring Buoy for Pools*
Sold by: Amazon.com LLC**Price**
\$22.89

Condition: New

1 of: *Water Tech Pool Blaster Max*
Sold by: Amazon.com LLC

\$149.91

Condition: New

Shipping Address:Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United StatesItem(s) Subtotal: \$195.69
Shipping & Handling: \$0.00
-----Total before tax: \$195.69
Sales Tax: \$0.00
-----**Shipping Speed:**

Two-Day Shipping

Total for This Shipment: \$195.69
-----**Payment information****Payment Method:**

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$195.69
Shipping & Handling: \$0.00
-----**Billing address**GERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United StatesTotal before tax: \$195.69
Estimated tax to be collected: \$0.00
-----**Grand Total: \$195.69**To view the status of your order, return to Order Summary.**Please note:** This is not a VAT invoice.Conditions of Use | Privacy Notice © 1996-2015, Amazon.com, Inc. or its affiliates

Approved G v/d Snel 04/27/2015

amazon.com

Final Details for Order #104-0423962-5201049Print this page for your records.**Order Placed:** April 22, 2015**Amazon.com order number:** 104-0423962-5201049**Order Total: \$94.68****Shipped on April 23, 2015****Items Ordered**

6 of: *Inter-Fab ESS 1.90 Stainless Steel Escutcheon Plate for 1.90-Inch OD* **Price**
Rail \$15.78

Sold by: Amazon.com LLC

Condition: New

Shipping Address:

Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal: \$94.68
Shipping & Handling: \$0.00

Total before tax: \$94.68
Sales Tax: \$0.00

Total for This Shipment: \$94.68**Shipping Speed:**

Two-Day Shipping

Payment information**Payment Method:**

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$94.68
Shipping & Handling: \$0.00

Billing address

GERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United States

Total before tax: \$94.68
Estimated tax to be collected: \$0.00

Grand Total: \$94.68To view the status of your order, return to Order Summary.**Please note:** This is not a VAT invoice.Conditions of Use | Privacy Notice © 1996-2015, Amazon.com, Inc. or its affiliates*Approved G v/d Snel 04/27/2015*

amazon.com

Final Details for Order #107-7552113-5617862Print this page for your records.**Order Placed:** April 24, 2015**Amazon.com order number:** 107-7552113-5617862**Order Total:** \$158.98**Shipped on April 24, 2015****Items Ordered**

	Price
1 of: New OEM Kawasaki Mule 600 610 Carburetor Carb KAF400 KAF 400 15003-2943	\$158.98

Sold by: Louis Powersports ([seller profile](#))

Condition: New

Shipping Address:Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal: \$158.98

Shipping & Handling: \$0.00

Total before tax: \$158.98

Sales Tax: \$0.00

Shipping Speed:

Standard

Total for This Shipment: \$158.98**Payment information****Payment Method:**

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$158.98

Shipping & Handling: \$0.00

Billing addressGERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United States

Total before tax: \$158.98

Estimated tax to be collected: \$0.00

Grand Total: \$158.98To view the status of your order, return to [Order Summary](#).**Please note:** This is not a VAT invoice.[Conditions of Use](#) | [Privacy Notice](#) © 1996-2015, Amazon.com, Inc. or its affiliates

Approved G v/d Snel 04/27/2015

4/25/2015 9 20 AM
Store 1

Sales Receipt #53391

Customer Copy

Harmony Town Square Market

7250 Harmony Square Drive South

Harmony, FL 34773

David Buck - Store Manager

(407) 892-0148

www.facebook.com/townsquaremarket

BH To: Harmony Market Employee

Harmony Market Employee

7250 Harmony Square Drive South

Harmony FL 34773

Cashier

Item #	Qty	Price	Ext Price
695	4	\$3.05	\$12.21
WATER SPRING SI D% 15%Customer			
Subtotal			\$12.21
Local Sales Tax			0 % Tax + \$0.00
RECEIPT TOTAL:			\$12.21

Credit Card \$12.21 XXXX [REDACTED]

MasterCard

Reference # 1000025452 Auth=013720

Entry Swiped Merchant # **78501

Signature

I agree to pay above amount according to card
issuer agreement (merchant agreement
if credit voucher)

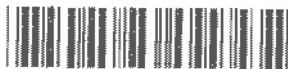
Approved G v/d Snel 04/27/2015

Total Sales Discounts

\$2.15



www.HarmonyFL.com



53391

amazon.com

Final Details for Order #104-9246238-7142622Print this page for your records.**Order Placed:** April 27, 2015**Amazon.com order number:** 104-9246238-7142622**Order Total: \$139.99****Shipped on April 28, 2015****Items Ordered**

	Price
1 of: <i>Heavy Duty Park Style Charcoal Grill - Pilot Rock - Model CBP-135</i>	\$139.99
Sold by: Pilot Rock (seller profile)	

Condition: New

Shipping Address:Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal:	\$139.99
Shipping & Handling:	\$0.00

Total before tax:	\$139.99
Sales Tax:	\$0.00

Shipping Speed:

Standard Shipping

Total for This Shipment: \$139.99
-----**Payment information****Payment Method:**

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal:	\$139.99
Shipping & Handling:	\$0.00

Billing addressGERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United States

Total before tax:	\$139.99
Estimated tax to be collected:	\$0.00

Grand Total: \$139.99To view the status of your order, return to [Order Summary](#).**Please note:** This is not a VAT invoice.[Conditions of Use](#) | [Privacy Notice](#) © 1996-2015, Amazon.com, Inc. or its affiliates

Approved G v/d Snel 05/12/2015

amazon.com

Final Details for Order #104-5890441-6982621Print this page for your records.**Order Placed:** April 27, 2015**Amazon.com order number:** 104-5890441-6982621**Order Total: \$9.17****Shipped on April 28, 2015****Items Ordered**1 of: *Blue Devil B3525 Corner and Step Brush*

Sold by: Amazon.com LLC

Condition: New

Price**\$9.17****Shipping Address:**

Gerhard van der Snel

7360 Five Oaks Dr

Office trailer

HARMONY, FLORIDA 34773-6047

United States

Item(s) Subtotal: \$9.17

Shipping & Handling: \$0.00

Total before tax: \$9.17

Sales Tax: \$0.00

Shipping Speed:

Two-Day Shipping

Total for This Shipment: \$9.17**Payment information****Payment Method:**

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$9.17

Shipping & Handling: \$0.00

Billing address

GERHARD VAN DER SNEL HARMONY CDD

210 N UNIVERSITY DR STE 702

CORAL SPRINGS, FL 33071-7320

United States

Total before tax: \$9.17

Estimated tax to be collected: \$0.00

Grand Total: \$9.17To view the status of your order, return to [Order Summary](#).**Please note:** This is not a VAT invoice.[Conditions of Use](#) | [Privacy Notice](#) © 1996-2015, Amazon.com, Inc. or its affiliates*Approved G v/d Snel 05/12/2015*

Sunoco
6990 E Irle Bronson
St. Cloud Florida 34

* FINAL RECEIPT*
For Credit Sales
Card Charged Only
Total Shown Below.

Trans #: 325967
Grade: Regular (87)
Pump Number: 04
Gallons: 17.543
Price: \$2.499
Total Fuel: \$43.84
Total Sale: \$43.84

Term: JD12417328001

Appr: 015175

Seq#: 013364

MasterCard
XXXXXXXXXXXX

04/27/2015 08:13:15
Thank You For
Shopping Sunoco



Approved G v/d Snel 04/27/2015



Gerhard Van der snel <gerhardharmony@gmail.com>

Your Partzilla.com Order (81572228)

1 message

Partzilla.com Store <parts@partzilla.com>

Wed, Apr 29, 2015 at 7:51 AM

Reply-To: "Partzilla.com Store" <reply-fe5d1170716101787112-4393179_HTML-750158756-226846-60613@reply.boats.net>

To: gerhardharmony@gmail.com

To view this email as a web page, go here.

Partzilla.com Order# 81572228

Thanks for your order, Harmony CDD!

Want to track your order on Partzilla.com?

Go To:

https://www.partzilla.com/index.php?p=invoice_detail&view=F7D273024258A9CF**Ship to**Gerhard van der Snel
7360 Five Oaks Dr Office Trailer
Harmony Florida 34773 United States**Bill to**Harmony CDD
Billing Address stored with
PayPal Express Checkout**Order Dates**Order Received: 04/29/2015
Last Updated: 04/29/2015

Product Info	Quantity	Shipping	Price
Part# / Description	O F B C	Carrier / Tracking / Date	Each Disc Total
KP-11061-7026 11061-7026 GASKET,CHOKE	1 0 0 0	Estimated Ship Date Updating	\$0.47 \$0.47
KP-11061-7027 11061-7027 GASKET,HEAD-CARB	1 0 0 0	Estimated Ship Date Updating	\$0.47 \$0.47
Total Quantity 2 0 0 0			SubTotal \$0.94
			Shipping Fee \$5.95
			Grand Total \$6.89

Customer Service ContactsThe Outdoor Network - Partzilla.com Store is committed to providing the best in customer service.
Please contact us for assistance.**Email**

parts@partzilla.com

Phone

Toll Free: 1-877-473-4595

Approved G v/d Snel 04/29/2015

10C.

Harmony CDD

Website Statistics as of May 20, 2015

(counter reset October 1, 2013)

OVERVIEW

• Total Visitors:	9,937	• Visitors, April:	938
• Total Page Views:	85,654	• Page Views, April:	5,600
• Total Spiders:	57,559	• Visitors, May:	578
• Total Feeds:	1,212	• Page Views, May:	2,920

OPERATING SYSTEMS

• Windows 7:	25,945	• Windows Vista:	1,674
• Windows XP:	12,068	• iOS 7:	1,604
• Windows NT 4:	3,326	• Android Linux 4:	1,519
• Linux:	2,829	• Windows 8	1,323
• iPad:	1,785	• Mac OS X:	1,149

BROWSERS

• Mozilla:	24,588	• Internet Explorer 10:	1,950
• Internet Explorer 6:	8,228	• Internet Explorer 9:	1,814
• Safari:	6,754	• Internet Explorer 8:	1,505
• Firefox 3:	4,716	• Chrome 4:	1,479
• Chrome 36:	2,252	• Chrome 32:	1,470

SEARCH ENGINES

• Google:	1,165	• Search:	8
• Yahoo:	71	• Ask:	4
• Yandex:	14	• Dogpile:	1

TOP PAGES

• Home:	22,514	• /District-Facilities/Recreation-Facilities:	2,871
• /robots.txt	4,060	• /Public-Records/Agendas:	2,613
• /District-Facilities/Ponds	3,884		

TOP DAYS

• August 21, 2014	1,626	• July 27, 2014	898
• December 20, 2013	1,522	• July 25, 2014	730
• July 24, 2014	1,016	• July 23, 2014	678

TOP DAYS -- Unique Visitors

• October 14, 2013	106	• July 29, 2014	73
• April 24, 2015	79	• September 26, 2014	72
• November 22, 2013	76	• March 25, 2015	70

TOP DAYS -- Page Views

• August 21, 2014	1,471	• July 27, 2014	775
• December 20, 2013	1,450	• July 25, 2014	606
• July 24, 2014	847	• July 23, 2014	540

LAST PAGES

<u>Date</u>	<u>Page</u>	<u>OS</u>	<u>Browser</u>
• May 20	/wp-includes/theme-compat/configseparator.php	Windows ME	Internet Explorer 6
• May 20	Page: Home	Windows 2000	Internet Explorer 5
• May 20	Page: Home	Windows 2000	Internet Explorer 5
• May 20	Page: Home	Windows 2000	Internet Explorer 5
• May 20	/District-Facilities/Recreational-Facilities	Mac OS X Puma	Chrome 4
• May 20	/F-A-Q	Windows 7	Mozilla
• May 20	/Board-Meetings/Board-Members	Windows 7	Mozilla
• May 20	Page: Home	Windows 7	Mozilla
• May 20	Page: Home	Windows XP	Internet Explorer 6
• May 20	Page: Home	Windows XP	Internet Explorer 6

TOP SEARCH TERMS *(shown as typed in the search engine)*

• harmony cdd	41	• buck lake park harmony fl	3
• harmonycdd.org	28	• harmony fl boat reservation	3
• www.harmonycdd.org	17	• www.harmonycdd.org/public-records/agendas	3
• harmony community development district	11	• goals of pond's	3
• harmony fl cdd	8	• installerex crunchbase	3
• cdd stories	7	• harmony fl cdd fees	3
• harmonycdd	6	• granger whitelaw avia	2
• harmony fl boat reservations	5		
• harmony florida cdd	4		
• harmony cdd.com	4		
• http://harmonycdd.org/	4		
• harmony boat reservation	2		
• online reputation management akado	3		

10D.

**HARMONY
COMMUNITY DEVELOPMENT DISTRICT**

CONSENT AGENDA POLICY

Drafted April 17, 2015

INTRODUCTION

It is the desire of the Board of Supervisors (“Board”) of the Harmony Community Development District (“CDD” or “District”) to implement a consent agenda policy that will expedite certain routine matters that come before the Board for action.

POLICY FOR THE CONSENT AGENDA

1. The consent agenda should consist of routine administrative, financial, and legal matters that require action from the Board.
2. Consent agenda items are expected to be non-controversial and not requiring of discussion.
3. The consent agenda is generally voted on with a single majority vote, but it may be divided into several separate items.
4. Motions, resolutions, and all supporting materials for the consent agenda should be provided to the Board members at least one week in advance.
5. Consideration of the consent agenda will be early on the regular meeting agenda, usually immediately after audience comments.
6. The Chairman or Secretary will ask if there are any changes, corrections, or deletions to the consent agenda or to any items listed on the consent agenda.
7. If any Board member wishes to remove an item from the consent agenda for separate discussion, the Chairman or Secretary will schedule that item later on the agenda.
8. The Board may ask questions of any consent agenda items or make changes to minutes without removing said items from the consent agenda.

PARAMETERS FOR THE CONSENT AGENDA

The following are criteria as to an item qualifying to be included on the consent agenda:

1. Any meeting minutes that are presented to the Board for approval are appropriate to include on the consent agenda. This includes regular meeting minutes as well as workshop minutes. Changes may be made to the minutes while included on the consent agenda.
2. Approval of check registers and invoices are appropriate for inclusion on the consent agenda. Invoices for professional services are provided separately from the check register and are approved specifically by the Board of Supervisors. Other operating invoices are approved by staff and paid, and their inclusion on the consent agenda constitutes ratification of paid invoices.
3. The item will not result, in the cumulative, in a budget being exceeded. That is, the specific change order cost associated with the item being considered for consent agenda inclusion will not result in the overall budget being exceeded.
4. The contract out of which the particular item evolves is not in default or behind schedule. That is, if the contract is “in trouble,” items relating thereto probably should not be included in the consent agenda.

5. The cost associated with the proposed consent agenda change order is the lesser of \$25,000 or 5% of the contract amount.
6. Requisitions consistent with a previously approved contract are not subject to the \$25,000 limitation, so long as the requisition is within the budget of the approved activity.
7. Inclusion in the consent agenda package will constitute a certification by staff that the item is consistent with the overall goals and objectives of the affected contract, is reasonably necessary to accomplish the work, and is the kind of change to be expected in the ordinary course of such work.
8. The proposed change is not reflective of or in response to persistent conduct by the contractor, i.e., the change order proposed is not one of many similar change orders previously given that in the cumulative would be indicative of a problem with a particular contractor or supplier.
9. Inclusion in the consent agenda package shall constitute a certification by staff of its recommendation for approval.

EXAMPLES OF ITEMS INCLUDED IN THE CONSENT AGENDA

In order to qualify to be included on the consent agenda, an item must fall into one of the following categories:

- Approval of minutes of a meeting, hearing or workshop
- Approval of invoices and check registers
- Approval of signatories for bank accounts
- Consideration of a form agreement already approved in standard form by the Board (including, but not limited to, quit-claim deeds, warranty deeds, and easement agreements)
- Request for authorization that falls within the above thresholds
- Use applications for District facilities (includes exclusive use and non-exclusive use)

ITEMS SPECIFICALLY PERMITTED ON THE CONSENT AGENDA

1. If a requisition is in connection with a final draw or close-out of a contract, while it may be included in the consent agenda, it should be noted by accompanying narrative as a “final requisition.”
2. Easements, license agreements, and other documentation reasonably necessary and anticipated in furtherance of previously approved agreements are appropriate for inclusion on a consent agenda, as approved in a standard format by the District’s legal counsel.
3. Replats, quit-claim deeds, warranty deeds, corrective instruments, and easements in the nature of “cleanup” following previously approved Board action are also appropriate for consent agenda inclusion. However, in connection with such documentation, a brief explanatory narrative should accompany the consent agenda item.

ITEMS SPECIFICALLY EXCLUDED FROM THE CONSENT AGENDA

1. Award of contracts resulting from a request for proposal or a formal bid.
2. Contract or agreement renewals, e.g., landscape maintenance, aquatic weed maintenance.
3. Approval of the draft budget or adoption of the final budget.
4. Appointments for members of the Board to fill a vacancy.
5. Appointments of members to a committee.
6. Acceptance of audited financial statements.

PROCESS FOR USING A CONSENT AGENDA

1. The Chairman or Secretary asks if there are any changes to the consent agenda or the removal of any items for individual discussion.
2. A Board member makes a motion to approve the consent agenda.
3. After the motion is seconded, the Chairman or Secretary asks for any discussion on any consent agenda item. Such discussion includes changes to minutes or clarifications on any item, but does not mean that the items need to be removed from the consent agenda.
4. If any items are removed, the Chairman or Secretary may determine where those items will be discussed, e.g., immediately following the consent agenda or elsewhere on the meeting agenda.
5. If no further objections or questions are raised, the consent agenda is voted on by voice vote.

Board Members

Steve Berube, Chairman
Ray Walls, Vice Chairman
David Farnsworth, Assistant Secretary
Kerul Kassel, Assistant Secretary
Mark LeMenager, Assistant Secretary

Staff Members

Gary L. Moyer, District Manager
Timothy Qualls, District Counsel
Steve Boyd, District Engineer
Gerhard van der Snel, Field Manager

Meeting Agenda

Version showing the Consent Agenda

Thursday, May 28, 2015 @ 6:00 p.m.

- 1. Roll Call**
- 2. Audience Comments**
- 3. Consent Agenda**
 - A. Minutes of the April 30, 2015, Meeting
 - B. Invoice Approval #181, Check Register, and Debit Invoices
- 4. Expansion of Soccer Field Area (Resident Sally Newcomer)**
- 5. Subcontractor Reports**
 - A. Aquatic Weed Control – Bio-Tech Consulting Monthly Highlight Report
 - B. Landscaping – Davey Tree Monthly Highlight Report
- 6. Developer's Report**
- 7. Staff Reports**
 - A. Engineer
 - B. Attorney
 - C. Field Manager
 - i. Dock and Maintenance Activities Report
 - ii. Buck Lake Boat Use Report
- 8. Discussion Items**
 - A. Allstate Paving Final Payment
 - B. Maintenance of Sidewalks
- 9. Presentation of Budget for Fiscal Year 2016**
 - A. Fiscal Year 2016
 - B. Consideration of Resolution 2015-4A Approving the Budget and Setting the Public Hearing
- 10. District Manager's Report**
 - A. April 30, 2015, Financial Statements
 - B. Website Statistics
 - C. Public Comments/Communication Log
- 11. Discussion of the Rules of Procedure**
 - A. Blue-Lined Rules
 - B. Requested Changes from Supervisors
- 12. Supervisor Requests**
- 13. Adjournment**

NOTE: The next meeting is scheduled for Thursday, June 25, 2015, at 6:00 p.m. at the Harmony Community School

Eleventh Order of Business

District Office

Memo

Date: May 20, 2015
To: Board of Supervisors
cc: Gary Moyer
Tim Qualls
From: Brenda Burgess
RE: Harmony CDD
Draft 3 of the Rules Package

The marked-up rules in this month's agenda package are very colorful. Draft 1 is noted in red, draft 2 is noted in bright blue, and everything else (tan, purple, teal) is draft 3.

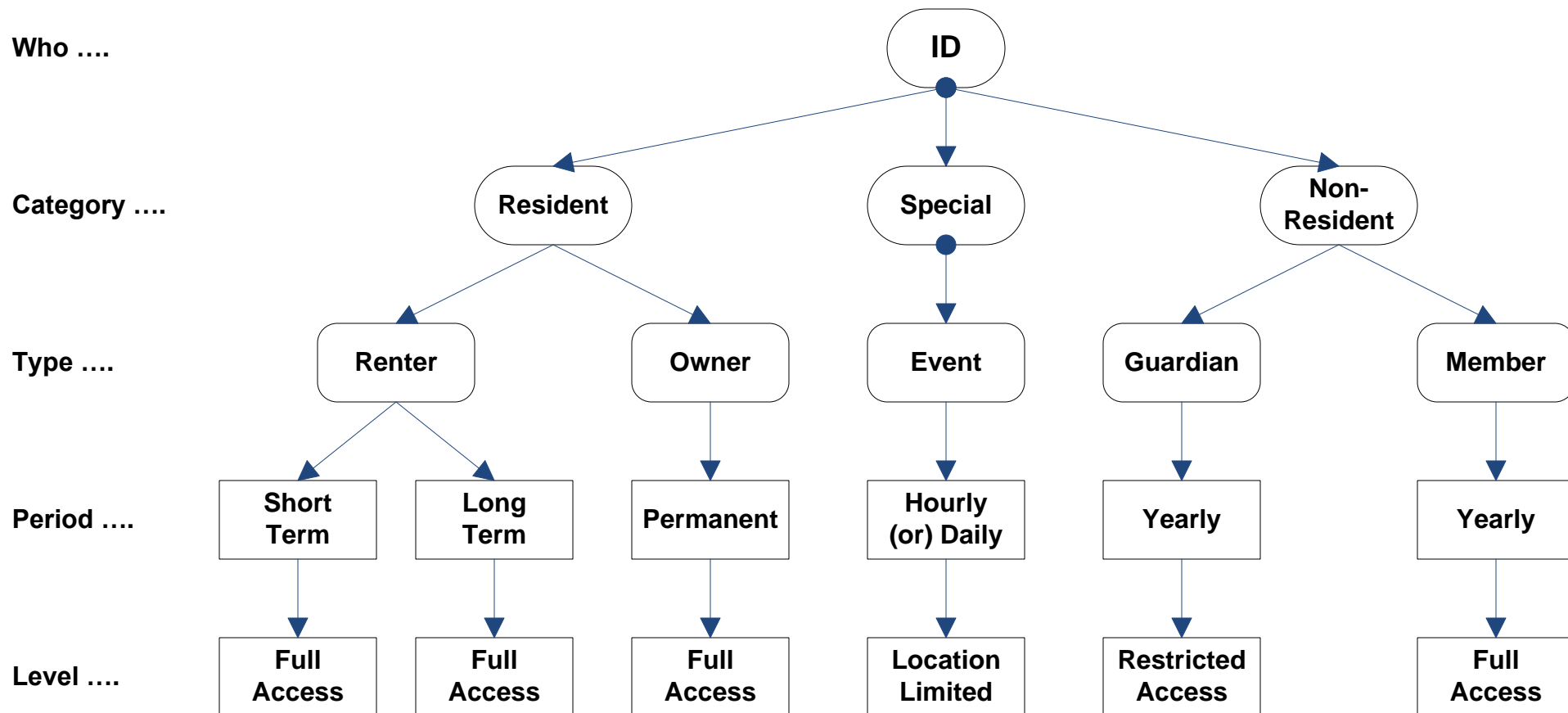
Kerul Kassel submitted the suggestions included in Chapter 1, Amendment 4, which is a clean version of the redlined draft that Mark LeMenager requested be distributed to you last month, prepared by Justin Kramer.

David Farnsworth's suggestions were emailed to the Board shortly after the April meeting and have been incorporated into these documents, including a table of contents for each chapter. Because the page numbers are likely to change until the final draft, I held off on assigning those.

Please determine if you would like to continue with each chapter and amendment to be separate documents for purposes of the website, or if you would like one composite document.

Thanks.

Chapter-4, Section-3: Sanctioned Facility-Access Clearance-Process Flow-Diagram



11A.

~~**RULES OF PROCEDURE**~~

HARMONY COMMUNITY DEVELOPMENT DISTRICT

RULES OF PROCEDURE **Chapter 1**

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HARMONY COMMUNITY DEVELOPMENT DISTRICT GENERAL AND PROCEDURAL RULES

1.1 ~~1.1~~ General.

1.1.1 The Harmony Community Development District (the “District”) was created by law, established pursuant to the provisions of Chapter 190, Florida Statutes, to provide for the management and financing of various systems facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.

1.1.2 Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

Specific Authority: 190.011, 120.53(4)
Law Implemented: 190.011, 120.53(4)

1.2 Board of Supervisors; Officers and Voting.

1.2.1 Board of Supervisors. The Board of Supervisors of the District (the “Board”) shall exercise the powers granted to the District. The Board shall consist of five members. Members of the Board must be residents of ~~Florida~~Florida, ~~and~~ citizens of the United States, and residents and registered voters of the Harmony CDD.

1.2.2 Term of Officers. Board members shall hold office pursuant to Section 190.006, Florida Statutes. If, during the term of office of any Board member(s), one or more vacancies occur, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the unexpired term(s).

1.2.3 Vacancies: Quorum. Three members of the Board physically present in the same location shall constitute a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. However, if three or more vacancies occur at the same time, a quorum is not necessary to fill the vacancies. Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in these Rules or required by law. Members of the Board, as well as staff or employees of the District may be present by telephone, provided that quorum is present at the meeting location and that such telephone attendance is accomplished by speaker- so that all present may hear and respond to the comments of the party attending by telephone. Nothing herein shall require the District to permit members of the public to attend a Board meeting by telephone.

1.2.4 Officers. At any Board meeting held after each election where the newly elected members take office, the Board ~~may~~must select a chair, ~~vice chair/treasurer/assistant secretary~~treasurer, and secretary. The Board may also select a vice chair, assistant treasurers, and assistant secretaries. Such selection may be deferred to subsequent meetings.

1.2.4.1 The chair must be a member of the Board. If the chair resigns from that office or ceases to be a member of the Board, the Board shall select a chair to serve the remaining portion of the term, after filling the Board vacancy. The chair may be authorized to sign checks and warrants for the District, countersigned by the treasurer or other persons authorized by the Board. The chair may convene and conduct all meetings of the Board. In the event the chair is unable to attend a meeting, the vice chair or other member of the Board may convene and conduct the meeting.

1.2.4.2 The vice chair shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. If the vice chair resigns from that office or ceases to be a member of the Board, the Board shall select a vice chair to serve the remainder of the term, after filling the Board vacancy.

1.2.4.3 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. The District Manager may serve as secretary.

1.2.4.4 The treasurer need not be a member of the Board but must be a resident of Florida. The treasurer shall perform duties described in Sections 190.007(2) and (3), Florida Statutes, as well as those assigned by the Board from time to time. The treasurer shall serve at the pleasure of the Board.

~~(5)~~1.2.5 Committees. The Board may establish committees of the Board by formal motion referencing this rule, 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, contract negotiations, personnel matters, and budget preparation.

1.2.6 Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings of the Harmony Community Development District," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, bonds, and corporate acts.

1.2.7 Meetings. The Board shall establish a schedule of regular meetings and may also meet upon call of the chair or three Board members. Nothing herein shall prevent the Board from holding other meetings as it deems necessary or from canceling any regularly scheduled meetings. A previously noticed regular meeting may be canceled, provided that notice of cancellation shall be given in substantially the same manner as notice for the meeting or in such other manner as may provide substantially equivalent notice of cancellation. All meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes.

1.2.8 Voting Conflict of Interest. The Board shall comply with Section 112.3143, Florida Statutes, so as to ensure the proper disclosure of conflicts of interests on matters coming before the Board for a vote. Nothing in this Rule shall prohibit the Board member with a voting conflict of interest from voting on a matter. For the purposes of this section, "voting conflict of interest" shall be governed by Chapters 112 and 190, Florida Statutes, as amended from time to time.

1.2.8.1 When a Board member knows that he/she 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 of the meeting. The member may then vote. The Board's secretary shall prepare a memorandum of voting conflict which shall then be signed by the Board member ~~that~~ who had the conflict.

1.2.8.2 If a Board member inadvertently votes on a matter and later learns he or she has a conflict thereon, the member shall immediately notify the Board's secretary. Within fifteen days (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.

1.2.8.3 The memorandum shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the

written memorandum. The Board member's vote shall be unaffected by this filing.

Specific Authority:

190.011(5), 120.525

Law Implemented:

190.006(1), 190.006(4), 190.006(5),
190.006(6), 190.006(7), 190.006(9), 190.007,
112.3143, 120.525, 112.3143(4)(b)

DRAFT

1.3 Public Information and Inspection of Records.

1.3.1 Public Records. All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the “Record of Proceedings of the Harmony Community Development District,” may be copied or inspected at the local or regional offices of the District Manager ~~or at the Offices of,~~ during regular business hours.

1.3.2 Copies. Copies of public records shall be made available to the requesting person at a charge of \$.25 per page if not more than 8-1/2 by 14 inches, and for copies in excess of that size at a charge not to exceed the actual cost of reproduction. Certified copies of public records shall be made available at a charge of \$1.00 per page. If the nature or volume of public records requested to be inspected, examined, or copied is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance, a special service charge, which shall be reasonable and based on the actual cost incurred, may be charged in addition to the actual cost of duplication.

Specific Authority:

190.011(5)

Law Implemented:

190.006(7), 119.07(1)(a), 119.07(1)(b)

1.4 Meetings and Workshops.

~~(4)~~1.4.1 Notice. Except in emergencies, or as otherwise provided in these Rules, at least seven (7) days' public notice shall be given of any meeting or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District county in which the District is located and shall state:

1.4.1.1 The date, time, and place of the meeting or workshop;

1.4.1.2 A brief description of the nature, subjects, and purposes of the meeting or workshop;

1.4.1.3 The address where persons may obtain a copy of the agenda.

1.4.1.4 The notice shall state that if a person decides to seek review of any official decision made at the Board meeting, a record of the proceedings will be required and the person intending to appeal will need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence necessary for the appeal.

1.4.1.5 When a previously noticed meeting is canceled, notice of cancellation shall be given in substantially the same manner as notice for the meeting or in any manner that will give adequate notice of cancellation.

~~(2)~~1.4.2 Agenda. The District Manager shall prepare a notice of the meeting or workshop and an agenda. The notice and agenda shall be available to the public in the offices of the District Manager at least seven days before each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting.

~~(3)~~1.4.3 Receipt of Notice. Persons wishing to receive, by mail, notices or agendas of meetings, may advise the District Manager or secretary at the Board's office. Such persons shall furnish a mailing address in writing and may be required to pay the cost of copying and mailing.

~~(4)~~1.4.4 Emergency Meeting. The chair, or the vice-chair if the chair is unavailable, may convene an emergency meeting of the Board without first having complied with Subsections ~~(1), (2), and (3)~~ 1.4.1, 1.4.2, and 1.4.3, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the chair shall make reasonable efforts to notify all Board members of an emergency meeting 24 hours in advance. Reasonable efforts may include telephone notification. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date, and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

~~(5)~~1.4.5 Public Comment. The Board shall provide members of the public with a reasonable opportunity to be heard on a proposition before the Board. The Board shall, at the beginning of the meeting, designate a specified period of time for public comment on the meeting agenda at the beginning of the meeting. The opportunity to be heard need not occur at the same meeting at which the Board takes official action on the proposition if

the opportunity occurs at a meeting that is during the decision-making process and is within reasonable proximity in time before the meeting at which the Board takes the official action. The Board shall maintain orderly conduct and proper decorum in a public meeting.

1.4.5.1 Members of the public shall have three (3) minutes to address the Board.

1.4.5.2 In meetings in which a large number of individuals wish to be heard and wish to speak on the same side of a proposition before the Board, the Board may choose to allow representatives of groups or factions to address the Board on a proposition before the Board, rather than allowing all members of such groups or factions to speak individually.

1.4.5.3 Members of the public shall fill out the form prescribed by the Board and (incorporated herein by reference) in order to inform the Board of a desire to be heard, to indicate his or her support, opposition, or neutrality on a proposition, and to speak for him or her or his or her group on a proposition if he or she so chooses.

~~(6)~~1.4.6 Budget Hearing: Budget Amendment. Notice of hearing on the annual budget(s) shall be in accordance with Section 190.008, Florida Statutes. Once adopted in accordance with Section 190.008, Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. 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. All expenditures in excess of 10% of any line item in the budget must be approved by the Board in advance of incurring such expense; however, in the case of an emergency expenditure affecting the health, safety, or welfare of the District, its residents, or landowners, such expenditures must be approved in advance by the chair, or in the absence of the chair, the vice chair.

~~(7)~~1.4.7 Continuances. Any meeting of the Board or any item or matter included on the agenda or coming before the Board at a noticed meeting may be continued without re-notice or re-advertising provided that the continuance is to a specified date, time, and location publicly announced at the Board meeting where the item or matter came before the Board.

Specific Authority:

190.011(5), 120.525, 120.54(5)

Law implemented:

190.007(1), 190.008, 120.525, 120.54, 286.0114

1.5 Rulemaking Proceedings.

~~(4)~~1.5.1 Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to the applicable provisions of Chapter 120, Florida Statutes, and these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District.

~~(2)~~1.5.2 Notice of Rule Development.

1.5.2.1 Except when the intended action is the repeal of a rule, the District shall provide notice of the development of proposed rules by publication of a notice of rule development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by ~~paragraph (3)~~ Subsection 1.5.3. The notice of rule development shall indicate the subject area to be addressed by rule development; provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and a statement of how a person may promptly obtain a copy of any preliminary draft, if available.

1.5.2.2 All rules should be drafted in accordance with Chapter 120, ~~F.S.~~Florida Statutes.

~~(3)~~1.5.3 Notice of Proceedings and. Proposed Rules.

1.5.3.1 Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action; ~~-,~~ a reference to the specific rulemaking authority pursuant to which the rule is adopted; ~~-,~~ and a reference to the section or subsection of the Florida Statutes or the Laws of Florida being implemented, interpreted, or made specific. The notice shall include a 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), Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty-one (21) days after publication of the notice. The notice must state the procedure for requesting a public hearing on the proposed rule unless one is otherwise scheduled. Except when the intended action is the repeal of a rule, the notice shall include a reference both to the date on which and to the place where the notice of rule development that is required by ~~subsection~~ Subsection (2)1.5.2 appeared.

1.5.3.2 The notice shall be published in a newspaper of general circulation in the ~~District-county in which the District is located~~ not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.

1.5.3.3 The notice shall be mailed to all persons named in the proposed rule. Any person may file a written request with the District Manager or secretary at the Board's office to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be

required to pay the cost of copying and mailing. Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.

~~(4)~~1.5.4 Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the District chair must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.

~~(5)~~1.5.5 Petitions to Initiate Rulemaking. All petitions for the initiation of rulemaking proceedings pursuant to Section 120.54(7), Florida Statutes, must contain the name, address, and telephone number of the Petitioner, ~~the~~ specific action requested, ~~the~~ specific reason for adoption, amendment, or repeal, ~~the~~ the date submitted, ~~and~~ and shall specify 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 rule or action requested. Petitions to initiate rulemaking shall be filed with the District. The Board shall then act on the petition in accordance with Section 120.54(7), Florida Statutes (~~1999~~2014), except that copies of the petition shall not be sent to the Administrative Procedures Committee, and notice may be given in a newspaper of general circulation in the county in which the District is located.

~~(6)~~1.5.6 –Rulemaking Materials. After the publication of the notice to initiate rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of cost of copies, the following materials:

1.5.6.1 The text of the proposed rule, or any amendment or repeal of any existing rules;

1.5.6.2 A detailed written statement of the facts and circumstances justifying the proposed rule;

1.5.6.3 A copy of the statement of estimated regulatory costs if required by Section 120.541, Florida Statutes; and

1.5.6.4 The published notice.

~~(7)~~1.5.7 Rulemaking Proceedings - No Hearing. When no hearing is requested and the Board chooses not to initiate a hearing on its own, or if the rule relates exclusively to organization, practice, or procedure, the Board may direct the proposed rule be filed with the District Office no less than twenty-eight (28) days following notice. Such direction may be given by the Board either before initiating the rule-adoption process or after the expiration of the twenty-one (21) days during which affected persons may request a hearing.

~~(8)~~1.5.8 Rulemaking Proceedings - Hearing. If the proposed rule does not relate exclusively to organization, practice, or procedure, the District shall provide (upon request) 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. Any affected person may request a hearing within twenty-one (21) days after the date of publication of the notice of intent to adopt, amend or repeal a rule.

~~(9)~~1.5.9 Request for a Public Hearing

1.5.9.1 A request for a public hearing shall be in writing and shall specify how the person requesting the public hearing would be affected by the proposed rule. The request shall be submitted to the District within twenty-one (21) days after notice of intent to adopt, amend, or repeal the rule is published as required by law, in accordance with the procedure for submitting requests for public hearing stated in the notice of intent to adopt, amend, or repeal the rule.

1.5.9.2 If the notice of intent to adopt, amend, or repeal a rule did not notice a public hearing and the District determines to hold a public hearing, the District shall publish notice of a public hearing in a newspaper of general circulation within the District-county in which the District is located at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing.

1.5.9.3 Written statements may be submitted by any person within a specified period of time prior to or following the public hearing. All timely submitted written statements shall be considered by the District and made a part of the rulemaking record.

~~(40)~~1.5.10 Emergency Rule Adoption. 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. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District-county in which the District is located. Notice of emergency rules shall be published as soon as practical in a newspaper of general circulation in the county in which the District is located. 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 and otherwise complies with these provisions

~~(44)~~1.5.11 Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54, Florida Statutes.

~~(42)~~1.5.12 Variances and Waivers. Variances and waivers from District rules may be granted subject to the provisions and limitations contained in Section 120.542, Florida Statutes.

Specific Authority: 190.011(5), 190.011(15), 120.54, 190.035
Law Implemented: 120.54, 190.035(2)

1.6 Decisions Determining Substantial Interests.

~~(+)~~1.6.1 Conduct of Proceedings. Proceedings may be held by the District in response to a written request submitted by a substantially affected person within fourteen (14) days after written notice or published notice of District action or notice of District intent to render a decision. Notice of both action taken by the District and the District's intent to render a decision shall state the time limit for requesting a hearing and shall reference the District's procedural rules. If a hearing is held, the chair shall designate any member of the Board (including the chair), District Manager, District General Counsel, or other person to conduct the hearing.

1.6.1.1 The person conducting the hearing may:

1.6.1.1.1 Administer oaths and affirmations;

1.6.1.1.2 Rule upon offers of proof and receive relevant evidence;

1.6.1.1.3 Regulate the course of the hearing, including any prehearing matters;

1.6.1.1.4 Enter orders;

1.6.1.1.5 Make or receive offers of settlement, stipulation, and adjustment.

1.6.1.2 The person conducting the hearing 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.

1.6.1.2.1 The District shall issue a final order within forty-five (45) days:

1.6.1.2.1.1 After the hearing is concluded, if conducted by the Board;

1.6.1.2.1.2 After a recommended order is submitted to the Board and mailed to all parties, if the hearing is conducted by persons other than the Board; or

1.6.1.2.1.3 After the Board has received the written and oral material it has authorized to be submitted, if there has been no hearing.

~~(2)~~1.6.2 Eminent Domain. After determining the need to exercise the power of eminent domain pursuant to Subsection 190.11(11), Florida Statutes, the District shall follow those procedures prescribed in Chapters 73 and 74, Florida Statutes. Prior to exercising the power of eminent domain, the District shall:

1.6.2.1 Adopt a resolution identifying the property to be taken;

1.6.2.2 If the property is beyond the boundaries of the District, obtain approval by resolution of the governing body of the county if taking will occur in an unincorporated area, or of the municipality if the taking will occur within the municipality.

1.6.3 Activity Coordination. To assure timely treatment of legitimate concerns and issues that arise in providing for and maintaining conservation areas, mitigation areas, and wildlife within the District, provision is hereby made for one member of the Board to be assigned, on an ad hoc basis, to serve as a point-of-contact for and to interact with:

1.6.3.1 The Owner Associations (e.g., residential, condominium) within the District to fact-find, bring before the Board, and address issues of mutual concern;

1.6.3.2 Any volunteer group formed by and of community residents who, of their own volition, undertake review activities affecting the habitat and who, through the point-of-contact, bring matters of concern before the Board for consideration.

[Expansion of this section to address concerns over the deletion of Chapter 1, Amendment 4]

Specific Authority:

190.011(5), 190.011(15)

Law Implemented:

190.011(11)

1.7 Procedure Under Consultants' Competitive Negotiations Act.

1.7.1 In order to comply with the requirements of Section 287.055, Florida Statutes (regarding certain types of professional services), the following procedures are outlined for selection of firms or individuals to provide professional services exceeding the thresholds herein described and in the negotiation of such contracts.

~~(4)~~ 1.7.2 ——— Definitions.

1.7.2.1 "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 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.

1.7.2.2 "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, 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, Florida Statutes, for CATEGORY TWO, as such categories may be amended from time to time by the State of Florida Department of Management Services to reflect inflation or other measures.

1.7.2.3 A "continuing contract" is a contract for professional services (of a type described above), entered into in accordance with this rule, between the District and a firm whereby the firm provides professional services for the District for work of a specified nature with no time limitation, except that the contract shall provide a termination clause.

1.7.2.4 "Emergency purchase" is a purchase necessitated by a sudden unexpected turn of events (e.g., 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 decides the delay incident to competitive bidding would be detrimental to the interests of the District.

~~(2)~~ 1.7.3 ——— Qualifying Procedures. In order to be eligible to submit a bid proposal, a firm must, at the time of receipt of the bid:

1.7.3.1 Hold all required applicable state professional licenses in good standing.

1.7.3.2 Hold all required applicable federal licenses in good standing, if any.

1.7.3.3 If the bidder is a corporation, hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.

1.7.3.4 Meet any prequalification requirements set forth in the project or bid specifications. Qualification standards may include but are not limited to, capability and adequacy of personnel, past record, and experience of the bidding entity.

1.7.4 Evidence: Evidence of compliance with this Rule may be submitted with the bid, if requested by the District.

1.7.5 Public Announcement. Prior to a public announcement that professional services are required for a project, the Board shall identify the project as meeting the threshold requirement. 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 by publishing a notice providing a general description of the project and the method for interested consultants to apply for consideration. The notice shall appear in at least one newspaper of general circulation in the District-county in which the District is located and in such other places as the District deems appropriate. The District may maintain lists of persons interested in receiving such notices. These persons are encouraged to submit annually statements of qualifications and performance data. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail or email. The Board has the right to reject any and all bids, and such reservation shall be included in the public announcement. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.

1.7.6 Competitive Selection.

(a)1.7.6.1 The Board shall review and evaluate the data submitted in response to the notice described above 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 firms regarding their qualifications; and/or public presentation, select, and list the firms, 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 as adopted by the Board for a specific type of professional service, including but not limited to the following:

1.7.6.1.1 The ability and adequacy of the professional personnel employed by each firm.

1.7.6.1.2 Each ~~firm's~~ firm's past performance for the District in other professional employment settings.

1.7.6.1.3 The willingness of each firm to meet time and budget requirements.

1.7.6.1.4 The geographic location of each firm's headquarters or office in relation to the project.

1.7.6.1.5 The recent, current, and projected workloads of each firm.

1.7.6.1.6 The volume of work previously awarded to each firm.

1.7.6.1.7 Whether a firm is a certified minority business enterprise.

1.7.6.2 Nothing in these rules shall prevent the District from evaluating and eventually selecting a firm if fewer than three responses, including responses indicating a desire not to submit a formal bid on a given project, are received.

1.7.6.3 If the selection process is administered by any person 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.

~~(5)~~1.7.7 ~~Competitive Negotiation.~~

1.7.7.1 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.

1.7.7.2 In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017, 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.”

1.7.7.3 Should the District within twenty-one (21) days 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 unless modified by the Board, negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second ~~most~~-most-qualified firm. If a satisfactory agreement with the second firm cannot be reached within twenty-one (21) days (unless modified by the Board to the contrary), those negotiations shall be terminated and negotiations with the third ~~most~~-most-qualified firm shall be undertaken.

1.7.7.4 Should the District be unable to negotiate a satisfactory agreement with any of the selected firms within twenty-one (21) days (unless modified by the Board to the contrary), 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.

~~(e)~~1.7.7.5 Once an agreement with a firm or individual is reached, notice of the award or intent to award, including the rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District office for seven (7) days.

1.7.8 Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.

1.7.9 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)

Law Implemented:

190.011(3), 287.055, 190.033

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1.7 ~~1.8~~ Purchase of Goods, Supplies, or Materials.

1.8.1 Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017, Florida Statutes, for ~~category four~~ **CATEGORY FOUR**, as such category may be amended from time to time, shall be purchased under the terms of these Rules. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices.

1.8.2 Definitions.

1.8.2.1 “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 involved. It includes printed instructions prescribing conditions for bidding, ~~and~~ evaluation criteria, and provides for a manual signature of an authorized representative.

1.8.2.2 “Request for Proposal” 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, proposal instructions, work detail analysis, and evaluation criteria as necessary.

1.8.2.3 “Responsive bid/proposal” means a bid or proposal which conforms in all material respects to the specifications and conditions in the invitation to bid or request for proposal and these rules, and the cost components of which are appropriately balanced. A bid/proposal is not responsive if the person or firm submitting the bid fails to meet any requirement relating to the qualifications, financial stability, or licensing of the bidder.

1.8.2.4 “Lowest responsible bid/proposal” means, in the sole discretion of the Board, the bid or proposal (i) submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the lowest cost to the District. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.

1.8.2.5 “Goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices.

1.8.2.6 “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.

1.8.2.7 “Emergency purchase” means a purchase necessitated by a sudden unexpected turn of events (e.g., 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 bidding would be detrimental to the interests of the District.

~~(3)~~1.8.3 Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following is appropriate:

1.8.3.1 The Board shall cause to be prepared an Invitation to Bid or Request for Proposal, as appropriate.

1.8.3.2 The Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the ~~District~~county in which the District is located. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.

1.8.3.3 The District may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail.

1.8.3.4 Bids or proposals shall be opened at the time and place noted on the Invitation to Bid or Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.

1.8.3.5 The Lowest Responsive and Responsible Bid or Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. The Board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board.

1.8.3.6 Notice of award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District office for seven (7) days.

1.8.3.7 If only one response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement for goods, supplies, or materials. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps are reasonably necessary in order to proceed with the procurement of goods, supplies, or materials.

1.8.3.8 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)
Law Implemented: 190.033

1.9 Contracts for Construction of Authorized Project.

~~(+)~~1.9.1 Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190, 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, Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and comply with the bidding procedures of Section 255.20, Florida Statutes, as the same may be amended from time to time. In the event of conflict between these Rules and Section 255.20, Florida Statutes, the latter shall control. A project shall not be divided solely to avoid the threshold bidding requirements.

1.9.2 Procedure.

~~(a)~~1.9.2.1 Notice of Invitation to Bid or Request for Proposals shall be advertised at least once in a newspaper of general circulation in the ~~District~~county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than \$500,000 must be noticed at least thirty (30) days prior to the date for submittal of bids.

~~(b)~~1.9.2.2 The District may maintain lists of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail and/or email.

~~(c)~~1.9.2.3 To be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of its bid or proposal:

1.9.2.3.1 Hold all required applicable state professional licenses in good standing.

1.9.2.3.2 Hold all required applicable federal licenses in good standing, if any.

1.9.2.3.3 If the bidder is a corporation, hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.

1.9.2.3.4 Meet any special prequalification requirements set forth in the bid/proposal specifications.

1.9.2.4 Evidence of compliance with these Rules may be submitted with the bid or proposal, if required by the District.

~~(d)~~1.9.2.5 Bids or proposals shall be opened at the time, date, and place noted on the Invitation to Bid or Request for Proposals. Bids and proposals shall be evaluated in accordance with the Invitation or Request and these Rules.

~~(e)~~1.9.2.6 To assist in the determination of the lowest responsive and responsible bidder, the District ~~Representative-Manager~~ may invite public presentation by

firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.

~~(F)~~1.9.2.7 In determining the lowest responsive and responsible bidder, the District ~~Representative Manager and Board~~ may consider, in addition to factors described in the Invitation to Bid or Request for Proposal, the following criteria as adopted by the Board for a specific project, including but not limited to the following:

1.9.2.7.1 The ability and adequacy of the professional personnel employed by each bidder or proposer.

1.9.2.7.2 The past performance of each bidder or proposer for the District and in other professional employment settings.

1.9.2.7.3 The willingness of each bidder or proposer to meet time and budget requirements.

1.9.2.7.4 The geographic location of each bidder or proposer's headquarters or office in relation to the project.

1.9.2.7.5 The recent, current, and projected workloads of the bidder or proposer.

1.9.2.7.6 The volume of work previously awarded to each bidder or proposer.

1.9.2.7.7 Whether the cost components of each bid or proposal are appropriately balanced.

1.9.2.7.8 Whether a bidder or proposer is a certified minority business enterprise.

~~(G)~~1.9.2.8 The Lowest Responsive and Responsible Bid/Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board. If the Board receives fewer than three responses to an Invitation to Bid or Request for Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.

~~(H)~~1.9.2.9 Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting the same in the District office for seven (7) days.

Specific Authority: 190.011(5)
Law Implemented: 190.033; 255.0525

1.10 Contracts for Maintenance Services.

1.10.1 Scope. All contracts for maintenance of any District facility or project shall be let under the terms of these Rules if the cost exceeds the amount provided in Sections 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be indexed or amended from time to time by the State of Florida Department of Management Services. The maintenance of these facilities or projects may involve the purchase of contractual services and/or goods, supplies, or materials as defined in herein. Where a contract for maintenance of such a facility or project includes goods, supplies, ~~or~~ materials, and/or contractual services, the District may, in its sole discretion, award the contract according to the Rules in this subsection in lieu of separately bidding for maintenance, goods, supplies, ~~or~~ materials, and/or contractual services. However, a project shall not be divided solely in order to avoid the threshold bidding requirements.

1.10.2 Procedure.

~~(a)~~1.10.2.1 Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the ~~District~~county in which the District is located. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.

~~(b)~~1.10.2.2 The District may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail or email.

~~(c)~~1.10.2.3 In order to be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of the bids or proposals:

1.10.2.3.1 Hold the required applicable state professional license in good standing.

1.10.2.3.2 Hold all required applicable federal licenses in good standing, if any.

1.10.2.3.3 Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation.

1.10.2.3.4 Meet any special prequalification requirements set forth in the bid proposal specifications.

1.10.2.4 Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

~~(d)~~1.10.2.5 Bids or proposals shall be opened at the time, date, and place noted on the Invitation to Bid or Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.

~~(e)~~1.10.2.6 To assist in the determination of the lowest responsive and responsible bidder, the District ~~Representative~~Manager may invite public

presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.

~~(F)~~1.10.2.7 In determining the lowest responsive and responsible bidder, the District ~~Representative Manager and the Board~~ may consider, in addition to factors described in the Invitation to Bid or Request for Proposal, the following criteria as adopted by the Board for a specific type of maintenance service, including but not limited to the following:

1.10.2.7.1 The ability and adequacy of the professional personnel employed by each bidder or proposer.

1.10.2.7.2 The past performance of each bidder or proposer for the District and in other professional employment settings.

1.10.2.7.3 The willingness of each bidder or proposer to meet time and budget requirements.

1.10.2.7.4 The geographic location of each bidder or ~~proposer's~~ proposer's headquarters or office in relation to the project.

1.10.2.7.5 The recent, current, and projected workloads of the bidder or proposer.

1.10.2.7.6 The volume of work previously awarded to each bidder or proposer.

1.10.2.7.7 Whether the cost components of each bid or proposal are appropriately balanced.

1.10.2.7.8 Whether a bidder or proposer is a certified minority business enterprise.

~~(G)~~1.10.2.8 The lowest responsive and responsible bid/proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders or proposers to furnish performance and/or other bonds with a responsible surety. If the Board receives fewer than three responses, the Board may, in its discretion, re-advertise for additional bids or proposals without rejecting any submitted bid or proposal. In the event the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, all bids/proposals may be rejected. Bidders or proposers not receiving a contract award shall not be entitled to recover any costs of bid/proposal preparation or submittal from the District.

~~(H)~~1.10.2.9 Notice of the award or intent to award, including rejection of some or all bids or proposals, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting the same in the District office for seven (7) days.

Specific Authority: 190.011(5)

Law Implemented: 190.033

Harmony CDD 22

Chapter 1, Administrative Rules of Procedure, Revised draft #123

Adopted on

1.11 ~~1.11~~ Design-Build Contract Competitive Proposal Selection Process.

1.11.1 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:

1.11.2 Procedure.

1.11.2.1 The District shall utilize a design criteria professional meeting the requirements of Section 287.055(2)(K), Florida Statutes, when developing a design criteria package, evaluating the responses or bids 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 or may be retained using ~~Rule~~Section 1.7, Procedure under Consultants' Competitive Negotiations Act.

1.11.2.2 A design criteria package for the construction project shall be developed and sealed by the design criteria professional. The package shall include concise, performance-oriented drawings or specifications of the project, and shall include sufficient information to put interested firms on notice of substantially all of the requirements of the project. 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. All 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.

1.11.2.3 The Board, in consultation with the design criteria professional, shall establish the standards and procedures for the evaluation of design-build proposals based on price, technical aspects, and design aspects of the project, weighted for the project.

1.11.2.4 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:

1.11.2.4.1 A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the County in which the District is located. The notice shall allow at least seven (7) days for submittal of proposals, unless the Board, for good cause, determines a shorter period of time is appropriate.

1.11.2.4.2 The District may maintain qualification information, including: capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and other factors, on design-build firms. Such firms shall receive a copy of the request for proposals by mail.

~~3-1.11.2.4.3~~ 1.11.2.4.3 In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:

1.11.2.4.3.1 Hold the required applicable state professional license in good standing, as defined by Section 287.055(2)(h), Florida Statutes;

1.11.2.4.3.2 Hold all required applicable federal licenses in good standing, if any;

1.11.2.4.3.3 Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 807, Florida Statutes, if the bidder is a corporation;

1.11.2.4.3.4 Meet any special prequalification requirements set forth in the design criteria package.

1.11.2.5 Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

1.11.2.6 The Board shall select no fewer than three design-build firms as the most qualified, based on the information submitted in the response to the request for proposals, and in consultation with the design criteria professional, shall evaluate their proposals based on the evaluation standards and procedures established prior to the solicitation of requests for proposal.

1.11.2.7 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-most~~-qualified firm, based on the ranking by the evaluation standards. Failing accord with the second ~~most-most~~-qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third firm. 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.

1.11.2.8 After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.

1.11.2.9 The design criteria professional shall evaluate the compliance of the project construction with the design criteria package, and shall provide the Board with a report of the same.

~~(3)~~1.11.3 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.

Specific Authority:

190.011(5)

Law Implemented:

190.033; 255.20

Harmony CDD

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Chapter 1, Administrative Rules of Procedure, Revised draft #123

Adopted on

1.12 Purchase of Insurance.

1.12.1 Scope. The purchase of life, health, accident, hospitalization, legal expense, or annuity insurance, or all or any kind of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expense insurance for the dependents of such officers and employees upon a group insurance plan by the District, shall be governed by these Rules. Nothing in these Rules shall require the District to purchase insurance.

1.12.2 Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:

1.12.2.1 The Board shall cause to be prepared a Notice of Invitation to Bid.

1.12.2.2 Notice of Invitation to Bid shall be advertised at least once in a newspaper of general circulation in the ~~District~~county in which the District is located. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.

1.12.2.3 The District may maintain a list of persons interested in receiving notices of invitations to bid. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail or email.

1.12.2.4 Bids shall be opened at the time and place noted on the Invitation to Bid.

1.12.2.5 If only one response to an Invitation to Bid 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.

1.12.2.6 The Board has the right to reject any and all bids, and such reservations shall be included in all solicitations and advertisements.

1.12.2.7 Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies which have submitted reasonable and timely bids and, in the opinion of the District, are ~~fully~~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 District officers, employees, or their dependents, the geographic location of the ~~company's~~company's headquarters and offices in relation to the District, past performance for 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 need of the District, its officers, employees, and/or dependents.

1.12.2.8 Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting the same in the District office for seven (7) days.

Specific Authority: 190.011(5)
Law Implemented: 112.08

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1.13 Bid Protests Under Consultants' Competitive Negotiations Act.

1.13.1 Resolution of Protests. Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid or proposal under Sections 1.7 or 1.11 shall be in accordance with this section.

1.13.2 Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract (including rejection of some or all bids) by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District office for seven (7) days. The notice shall include the following statement: "Failure to file a protest within the time prescribed in [Rule Section 1.14](#) of the Rules of the Harmony Community Development District shall constitute a waiver of proceedings under those Rules."

1.13.3 Filing. Any person who is affected adversely by the District's decision or intended decision shall file with the District a notice of protest within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The notice of protest shall identify the procurement by title and number or any other language that will enable the District to identify it, shall state that the person intends to protest the decision, and shall state with particularity the law and facts upon which the protest is based. With respect to a protest of the specifications contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of notice of the project plans and specifications (or intended project plans and specifications) in an Invitation to Bid or Request for Proposals, and the formal written protest shall be filed within seven (7) days after the date when notice of protest is filed. Failure to file a notice of protest (or failure to file a formal written protest) shall constitute a waiver of all further proceedings.

1.13.4 Award Process. Upon receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process (or the contract and award process) until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, the award process may continue.

1.13.5 Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within (7) days (excluding Saturdays, Sundays and legal holidays) upon receipt of a formal written request.

1.13.6 Proceedings. If the subject of a protest is not resolved by mutual agreement, a proceeding shall be conducted in accordance with the procedural guidelines set forth in Section 1.6.

Specific Authority: 120.57(3), 190.011(5)
Law Implemented: 120.57(3), 190.033

1.14 Bid Protests Relating to Any Other Award.

1.14.1 Resolution of Protests. Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid or proposal under Sections 1.8, 1.9, 1.10, or 1.11 shall be in accordance with this Section-1.14.

1.14.2 Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract – including rejection of some or all bids – by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District office for seven (7) days.

1.14.3 Filing. Any person who is affected adversely by the District's decision or intended decision shall file with the District a notice of protest in writing within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The formal written protest shall state with particularity facts and law upon which the protest is based. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of all further proceedings.

1.14.4 Award Process. Upon receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process or the contract and award process until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, the award process may continue.

1.14.5 Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within ~~five-seven~~ (57) days (excluding Saturdays, Sundays and legal holidays) of receipt of a formal written protest.

1.14.6 Hearing. If the subject of a protest is not resolved by mutual agreement, the District shall hold a proceeding in accordance with the procedural guidelines set forth in Section 1.6.

Specific Authority:	190.011(5)
Law Implemented:	190.033

1.15 Effective Date.

1.15.1 These Rules shall be effective ~~March 27, 2014~~ except that no election of officers required by these Rules shall be required until after the next regular election for the Board of Supervisors.

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~~RULE~~

**HARMONY COMMUNITY
DEVELOPMENT DISTRICT**

RULES OF PROCEDURE

**Chapter 1
Amendment 1**

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HARMONY COMMUNITY DEVELOPMENT DISTRICT

Amendment 1 to Chapter 11, Rules of Procedure

CONTINUING AND FULL DISCLOSURE OF PUBLIC FINANCING

PART I. GENERAL

PART II. SPECIFIC

PART I: GENERAL MATTERS INCLUDING DEFINITIONS

1.1 Introduction. The District is subject to a number of Florida Statutes, including Chapters 120 and 190, which are available on the official website for the Florida Legislature, www.leg.state.fl.us/statutes/ or on the District's website, www.HarmonyCDD.org/related-links, for further information on all aspects of public financing.

1-1.004-1.12 Applicability; Rulemaking; Purpose. The Board of Supervisors ("Board" or "Supervisors") of the Harmony Community Development District ("District") shall apply these rules to provide continuing and full disclosure of public financing and maintenance of improvements of the District pursuant to Section 190.009(1), Florida Statutes.

Specific Authority Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes; ~~;~~ Section 190.011(15), Florida Statutes; and Section 190.009(1), Florida Statutes.

1-1.002-1.23 Definitions.

~~(1)~~**1.3.1** ~~——~~ "Charter" means the charter of the District as created by and expressly set forth in general law in Sections 190.006-190.0041, Florida Statutes, as amended; Section 190.005(2)(d), Florida Statutes; ~~;~~ and Section 190.004(4), Florida Statutes; ~~;~~ as amended.

~~(2)~~**1.3.2** ~~——~~ "Continuing full disclosure" means full disclosure no less frequently than annually or as major, relevant, and material information changes.

~~(3)~~**1.3.3** ~~——~~ "Developer" means a person(s), including an individual(s), partnership(s), ~~or~~ corporation(s) or other business organization(s), or a family(ies) who undertakes the preparation of land for residential development or who is either a home builder or contracts with home builders for the construction of the residential units on the land being prepared, or who builds or contracts to build other residential subdivisions within the boundaries and jurisdiction of the District.

~~(4)~~**1.3.4** ~~——~~ "Full disclosure" means the making known, pursuant to this rule, District public financing information at a level of detail that is fair, understandable, and reasonable, with notification where details and backup information can be obtained, and this disclosure shall be in good faith as of the date disclosed and is subject to change from time to time pursuant to noticed public hearings and legal procedure. This disclosure is to be made to those persons set forth in (5) below.

~~(5)~~**1.3.5** ~~——~~ Definitions of those to whom this disclosure is to be made known:

~~a.~~**1.3.5.1** ~~——~~ "Prospective resident(s)" ~~and~~ means any person of the

general public who contacts by telephone, email, facsimile, U.S. mail, or ~~in~~-in-person visit to a developer or the District to make inquiries before there is any interest in negotiating a contract for purchase;

~~b.1.3.5.2~~ —“Prospective initial purchaser” is a prospective resident who is ready to and is interested in negotiating for an initial purchase contract to be signed;

~~c.1.3.5.3~~ —“Parties to a contract” means those who execute a contract for purchase; and

~~d.1.3.5.4~~ —“Existing residents” means those residents, both landowners and non-landowners, who live within the boundaries of, and are subject to, the jurisdiction of the District.

~~(6)1.3.6~~ —“Public financing” or “~~district~~-District public financing” means all revenues levied by the Board of the District and any indebtedness issued or entered into by the Board on behalf of the District, in order to carry out its purpose and exercise its powers under its charter, including but not limited to such revenues as those which are liens on the real property (either ad valorem taxes or non-ad valorem special assessments) and those which are non-lienable and user-based (service charges or fees); the bonds or debt financing, if any, to which these revenues apply to amortize the debt borrowed; the specific on-going maintenance cost to which the revenues may be applied; the fact that other or additional revenue and any related debt may be levied and issued from time to time in the future; and the related notices and opportunities to review materials and to approve materials or to ask questions as-at noticed ~~board~~-Board hearings before any such levy or issue is decided upon.

~~(7)1.3.7~~ —“Maintenance of improvements to real property” means the function by the District to manage, and the related financing of such management, of the basic systems, facilities, services, projects, and improvements to the property over the long term at sustained levels of quality.

~~(8)1.3.8~~ —“Notice of establishment” means the document known as the “Notice of Establishment of the Harmony Community Development District” which shall be recorded in the ~~Property-property Records-records~~ in Osceola County, which shall at a minimum include the legal description of the land area subject to the jurisdiction of the District and copy of the Disclosure Statement which must attend any contract for purchase, all as provided in Section 190.0485, Florida Statutes.

~~(9)1.3.9~~ —“Public Facilities Report” means the report submitted annually to the Osceola County Board of County Commissioners pursuant to Section 189.415(2), Florida Statutes.

Specific Authority: Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes; ~~;~~ Section 190.011(15), Florida Statutes; and Section 190.009(1), Florida Statutes.

~~1-1.003-1.34~~ **The District.** The District, pursuant to its Charter, makes it the express responsibility of the Chair of the Board of Supervisors of the District, or his or her

designee, who may be the ~~manager~~Manager of the District, to administer this rule and to report a minimum of every six months to the Board on the status of continuing full disclosure and to make recommendations on how to improve the continuing full disclosure requirement.

Specific Authority: Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes; ~~;~~ Section 190.011(15), Florida Statutes; and Section 190.009(1), Florida Statutes.

1-1.0041.45 Availability of Forms and Records; Inspection. The Manager and Secretary of the District shall maintain all records and applicable forms and may be contacted for the purpose of obtaining information as to access to forms or records, including public financing records, and maintenance of records as may be required for purposes of this rule. All records are public and shall be made available for inspection and copying pursuant to applicable general law of Florida.

Specific Authority: Chapter 120, Florida Statutes; ~~;~~ Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes; ~~;~~ Section 190.011(15), Florida Statutes; and Section 190.009(1), Florida Statutes.

PART II: SPECIFIC RULE PROCEDURES

1-1.005-1.56 Determination of what Constitutes Public Financing and Maintenance of Improvements. Pursuant to this rule, the Chair of the Board shall make a presentation every six months to the Board of Supervisors for a determination of what constitutes “Public Financing” for the purpose of continuing full disclosure. The Board shall give the Chair or his or her designee authority and the duty to add specific information in good faith as it becomes available during each ~~six~~six-month period, so long as copies are given timely to the Board members.

Specific Authority: Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes; ~~;~~ Section 190.011(15), Florida Statutes; Section 190.0485, Florida Statutes; and Section 190.009(1), Florida Statutes.

1-1.006-1.67 Forms. Public financing as defined and determined under ~~the~~this Rule shall be reduced to a printed form adopted by the Board and as updated on a continual basis as provided in this Rule. The forms shall be available and distributed along with any applicable brochures or any other documents which may be available from time to time.

Specific Authority: Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes; ~~;~~ Section 190.011(15), Florida Statutes; and Section 190.009(1), Florida Statutes.

1-1.007-1.78 Availability of District Public Financing Information to Existing Residents. District public financing forms, as defined and determined under this Rule, shall be physically available as updated at the District office for inspection under Florida law and by web-site if and when available, and published noticed of availability annually at the end of each District fiscal year, in a newspaper of general circulation in Osceola County, Florida.

Specific Authority: Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes; ~~;~~ Section 190.011(15), Florida Statutes; and Section 190.009(1), Florida Statutes.

1.9 Effective Date. This Rule shall become effective upon adoption at a public hearing by the District’s Board of Supervisors.

Adopted by the Board of Supervisors on _____.

~~**1-1.008 Availability of District Public Financing Information to Prospective Residents of the District.** District public financing forms shall be provided by the District Manager for distribution to all prospective residents at the time requested and again at the time of execution of the contract for sale (and with a receipt signed and returned to the District Manager for filing with the contract in the records of the District).~~

~~*Specific Authority: Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes, ; Section 190.011(15), Florida Statutes; and Section 190.009(1), Florida Statutes.*~~

~~**1-1.009 Availability of District Public Financing Information to Prospective Initial Purchasers.** District public financing forms and/or brochures shall be provided by the District Manager for distribution at all respective initial purchasers outlining the short short term and long long term benefits of the District and how those benefits are financed and disclosed to anyone who becomes an existing resident of the District.~~

~~*Specific Authority: Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes, ; Section 190.011(15), Florida Statutes; and Section 190.009(1), Florida Statutes.*~~

~~**1-1.010 Availability of District Public Financing and Maintenance of Improvements Information to Parties to a Contract for Purchase at the Time of Execution of the Contract.** District public financing forms and brochures shall be provided by the District Manager for distribution to all parties who are present to sign the contract for purchase at the time of signing and of execution of the contract for sale with the specific disclosure requirements of Section 190.048, Florida Statutes, in bold face and conspicuous type in the contract for sale immediately above the signature block.~~

~~*Specific Authority: Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes, ; Section 190.011(15), Florida Statutes; and Section 190.009(1), Florida Statutes; Section 190.048, Florida Statutes.*~~

~~**1-1.011 Availability of District Public Financing Information to All Existing Residents of the District.** District financing forms and related brochures shall be provided by the District Manager for distribution to all existing residents on at least an annualized basis as approved by the Board.~~

~~*Specific Authority: Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes, ; Section 190.011(15), Florida Statutes; and Section 190.009(1), Florida Statutes.*~~

~~**1-1.012 Procedures for the District to Furnish Each Developer of a Residential Development within the District copies of the District Public Financing Information for Provision to each Prospective Purchaser.** The District Manager shall provide a current and updated copy of the District public financing form to each developer as defined in this Rule with a letter of instruction to each such developer on the duty to disclose District public financing information to each prospective purchaser as defined in this Rule.~~

~~*Specific Authority: Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes, ; Section 190.011(15), Florida Statutes; and Section 190.009(1), Florida Statutes.*~~

~~**1-1.013 District Public Financing Information shall be included in any Public Offering Statement of a Developer when said Developer is required by law to provide a Public Offering Statement.** The District Manager shall by letter, in such form and substances as approved especially by the Board of Supervisors of the District at least once annually, inform any developer of lands within the District who are required by law to provide a Public Offering Statement. The requirement from the District Board of~~

~~Supervisors that said developer shall include in any such Public Offering Statement District public financing information and a requirement that proof thereof be provided to the District Manager for filing in the District records.~~

~~Specific Authority: Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes, ; Section 190.011(15), Florida Statutes; and Section 190.009(1), Florida Statutes.~~

~~1-1.014 The Public Facilities Report~~ of the District shall be sent with a letter of transmittal to the Chair of the Osceola County Board of County Commissioners from the Chair of Board of Supervisors of Harmony Community Development District with copies of the report currently in effect made available to those persons listed in section Section 1-1.002(5) of this Rule.

~~1-1.015 Provision For a Three (3) Day Waiting Period Before Completing and Executing Contract for Purchase.~~ The District Manager shall set up uniform procedures pursuant to this Rule to be approved by the Board of Supervisors within sixty (60) days after the effective date of this Rule by which all developers, home builders or any other person who seeks to negotiate and execute with a purchaser a contract for sale of a residential unit within the District shall, by an additional form approved by the Board and executed by the Purchaser and Seller at the time of the signing of the purchase contract, provide that the purchaser has three (3) days from the date of executing the purchase contract to rescind the contract by signing the same form.

~~The purpose of this rule is to afford the purchaser not only full disclosure but also the obligation to think about the disclosures for three (3) days before finalization of a sales purchase contract.~~

~~Specific Authority 190.011(5), Florida Statutes, and Section 190.011(15), Florida Statutes.~~

~~F: \ USERS \ KFOLDEN \ BIRCHWOOD \ Harmony General Consel \ Rule full disclosure financing.wpd~~

HARMONY COMMUNITY DEVELOPMENT DISTRICT
Amendment 2 to Chapter 1, Rules of Procedure

VENDOR PURCHASE POLICY

Rule No.: _____ Rule Title:
Amendment 2 to Chapter 1 _____ Vendor Purchase Policy

The Vendor Purchase Policy of the District, adopted ~~by resolution at the 31-August 2000-regular meeting~~at a rulemaking hearing of the Board of ~~Supervisors~~Supervisors, is hereby incorporated by reference.

Effective Date: _____

Previously adopted by resolution: August 31, 2000

Specific Authority - 190.011(5), 190.011(15), 120.54, ~~Fla. Stat. Law~~Florida Statutes
Implemented - Section 190.007, ~~Fla. Stat.~~Florida Statutes
History - ~~New~~ 10/23/00.

Harmony Community Development District Vendor Purchase Policy

“Vendor” or “Vendors” shall mean those persons selling goods or services including professional services to the Harmony Community Development District (“District”) pursuant to written agreement or otherwise.

The District shall ensure that each ~~vendor~~ Vendor receives a copy of this policy and agrees to abide by its terms as indicated by the ~~vendor's~~ Vendor's signature in the space below. To the extent practicable, the terms of this policy shall be incorporated into any other written agreements between ~~vendor~~ Vendor and District but this policy shall govern to the extent of any inconsistency with any other written provisions between ~~vendor~~ Vendor and District.

At least two weeks prior to every regularly scheduled District Board of Supervisors² meeting, ~~vendors~~ Vendors shall submit to the District Manager bills or invoices for good or services purchased by the District from the ~~vendor~~ Vendor during the time period preceding such submission. Bills or invoices not submitted timely as according to the above shall not be placed on the agenda for Board approval for payment as set forth hereinafter.

All ~~vendor~~ Vendor contracts or agreements entered into with the District, or bills and invoices submitted whether pursuant to separate agreement or otherwise, shall provide that the District may pay all bills or invoices submitted as according to the above within thirty (30) days following approval of the District Board without any penalty or increase in the amounts due and owing because of such payment policy. This paragraph's provisions assume the District Board will meet at least once per month, and ~~vendors~~ Vendors may provide for penalties or increased payment as to bills or invoices not paid within fifty (50) days following proper submission to the District Manager or for alternative payment mechanisms in the event the Board does not meet at least once every thirty (30) days.

This Vendor Purchase Policy was adopted properly by motion of the Board of Supervisors of the Harmony Community Development District at the Board meeting of ~~31-August~~ August 31, 2000, and is herein properly reduced to writing as of the date set forth below. Further, this policy shall be adopted forthwith as a Rule of the District as indicated by the Board at the meeting of ~~28-September~~ September 28, 2000, and as shall be further properly adopted as a Rule at a future meeting of the Board.

Adopted as amended: _____

Date

Gary Moyer, Secretary
Harmony Community Development District

AGREED this ____ day of _____, ~~2000~~ _____.

Vendor

~~HARMONY COMMUNITY DEVELOPMENT DISTRICT~~

<u>Rule No.:</u>	<u>Rule Title:</u>
Amendment 3 to Chapter I	Three Day Right to Rescind Purchase Contract

~~The Three (3) Day Right to Rescind Purchase Contract previously adopted by the Board at the 25th May, 2000 regular meeting of the Board of Supervisors is hereby amended as follows:~~

~~All Developers of residential units within the District shall grant all purchasers of such units the right to rescind the unit purchase contract within three (3) days of executing same. The District Board shall approve, and the District Manager shall provide to all Developers, two (2) forms for this purpose. One form is to be given to all Parties to a Contract with a developer to inform same concerning the three (3) day right of recission and the manner in which such right is to be exercised. The second form shall be an acknowledgment of the provisions of this Rule and hold harmless to the District by the developer.~~

~~Specific Authority 190.011(5) and 190.011(15) Fla. Stat.
Law Implemented Section 190.011(5) and Section 190.009 Fla. Stat.
History New 08/30/01.~~

~~3 DAY RIGHT OF RECISSION ON RESIDENTIAL PURCHASE CONTRACTS WITHIN THE HARMONY COMMUNITY DEVELOPMENT DISTRICT~~

~~To all Parties to a Contract within the Harmony Community Development District (the "HCDD"):~~

~~All purchasers of residential properties within the HCDD have the right and opportunity to rescind the purchase contract within three (3) days of the "date of execution." The date of execution is the day on which the last party required to sign the contract did so regardless of whether such party is the seller or purchaser. For example, if a wife signed the contract on Friday the 1st, a husband on Saturday the 2nd, and a Developer's sales representative signed on Monday the 4th, the contract may be rescinded at set forth below up to and until 11:59 p.m. on Thursday the 7th.~~

~~While this right of rescission is intended primarily to allow all parties to a residential unit purchase contract sufficient opportunity to review the informational materials relating to the HCDD provided by Developer/Builder and to seek counsel and advice regarding same, the contract may be rescinded within the three (3) day period for any reason whatsoever.~~

~~In order to exercise your right to rescind your purchase contract: Within the three (3) day period;~~

~~- 1) All Parties to a Contract must sign and date this Form where indicated below;
- 2) Make two (2) copies of the signed Form and two (2) copies of the first page and all signature pages of the residential unit purchase contract;
- 3) Send the original Form with the applicable purchase contract pages attached thereto via U.S. certified mail, return receipt requested, to the Developer/Builder from whom the residential unit was to be purchased; and,
- 4) Mail or fax a copy of this Form and attached contract pages to: Attn: Gary Moyer, Secretary, Harmony Community Development District, Severn Trent Environmental Services, Inc., 610 Sycamore Street, Suite 140, Celebration, Florida 34747, Facsimile No.: (407) 566-4128.
- 5) Please retain one (1) copy of this Form and all documentation for your records.~~

Purchaser	Date	Purchaser	Date
Purchaser	Date	Purchaser	Date
Purchaser	Date	Purchaser	Date

**ACKNOWLEDGMENT & HOLD HARMLESS
REGARDING 3 DAY RIGHT OF RECISSION**

The undersigned Developer acknowledges the Harmony Community Development District (the "District") has provided for a policy by rule by which all Parties to a residential unit purchase Contract within the District are to be given a right to rescind any such contract within three (3) days of execution and acknowledges receipt of a copy of such rule.

Developer further acknowledges receipt of a copy of a form relating to the foregoing rescission policy and agrees to provide, or to ensure that same is provided, to all Parties to residential purchase contracts executed by Developer, Developer's agents and/or employees, and those builders, subcontractors, sub-developers and the like who may be granted the right to sell properties within the District by contract with or deed from the Developer.

Developer further agrees that the right to sell properties within the District is a valuable one and that the aforementioned right of rescission is an effective marketing tool in relation to same and agrees to indemnify, release and hold the District harmless from any and all claims, disputes, or liabilities whatsoever when claimed or raised by anyone other than Developer and when the claim, dispute or liability is related in any way to an alleged failure to provide a Purchaser with the three (3) day right of rescission.

ACKNOWLEDGED & AGREED this _____ day of _____, 2001.

DEVELOPER:

DISTRICT:

By: _____
James E. Lentz,
President
Three E Corporation, General Partner
Birchwood Acres Limited Partnership,
LLLP

By: _____
Gregory S. Butterfield,
Chairman
Board of Supervisors
Harmony CDD

HARMONY
COMMUNITY DEVELOPMENT DISTRICT

RULES OF PROCEDURE

Chapter 1

Amendment 4

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HARMONY COMMUNITY DEVELOPMENT DISTRICT

Amendment 4 to Chapter 1, Rules of Procedure

PROCEDURAL RULES ON HABITAT, ANIMALS, AND WILDLIFE

The District shall develop and apply restrictions, guidelines, and goals concerning conduct of landowners, residents, and visitors within the Harmony Community Development District's ("District") jurisdiction as related to Animals, Habitat, and Wildlife therein.

There shall be adopted a written policy, which may be modified at least annually by the District's Board of Supervisors ("Board"), once annually during a regularly scheduled CDD meeting, to be adopted by reference as a rule of this District to this Amendment 4. This written policy manual shall address any specific restrictions, guidelines, and goals concerning Animals, Habitat, and Wildlife.

Pursuant to District's Rules of Procedure Chapter 1, Amendment 4, Rules on Animals, Habitat, and Wildlife, this written policy is subject to noticed annual review and possible modification by the District's Board, and is adopted by reference as a Rule of the District; it addresses general and special powers in the State charter of the District that relate to Animals, Habitat and Wildlife.

Section 1.

Preamble

1.1 Findings

1.1.1. The special and unique character of the Harmony Community is important to the Board of Supervisors of the Harmony Community Development District as it implements its single specialized, state-growth management purpose of providing systems, facilities, services, and related infrastructure projects to the land area within its jurisdiction.

1.2. Ascertainments

1.2.1. The special nature of this community is reflected not only in the Home Owner Association (“Association” or “HOA”) Declaration of Covenants, Conditions, and Restrictions, as related expressly to Restrictions, Guidelines, and Goals concerning Companion Animals, Habitat, and Wildlife, but also as provided in all growth management, planning, and permitting development entitlements to the use of the land (including any applicable comprehensive planning, zoning, and development order conditions).

1.3.Determinations

1.3.1. The District, in exercising any of its powers regarding any applicable projects, must act in compliance with, not be inconsistent with, and remain subject to all applicable land use and development laws, rules, and regulations on the Harmony Development; and

1.3.2. The general and special powers and projects granted to the District by its State-created charter may be used by the District for limited, flexible, and innovative implementation in order to accommodate the special nature of the Harmony community; and

1.3.3. Among these possibilities are the development and implementation of sustainable practices that will not only protect Animals, Habitat, and Wildlife but also maintain the vision of Harmony as a Green and Sustainable community; and

1.3.4. The special powers of the District provide for (1) conservations areas, mitigation areas, and wildlife habitat (including the maintenance of any plant or animal species) and any related interest in real or personal property under Section 190.012(1g), Florida Statutes; (2) unique specialized transportation facilities under Section 190.012(1)(d), Florida Statutes; (3) parks and facilities of such diverse but appropriate indoor and outdoor uses for recreation, culture, and education under Section 190.012(2)(a), Florida Statutes; and (4) precedent-setting and innovative projects to coincide with the powers of the HOA to help facilitate, maintain, and enhance the special purpose and character of the Harmony Community; and

1.3.5. The District Board has the power to expressly to promulgate rules and orders under Chapter 120, Florida Statutes, to prescribe administrative rules and functions with respect to any of the projects of the District, and to define the area to be included therein, all related to the conduct of District business; and

1.3.6. The District has contracted with appropriate management, engineering, and legal consultants to implement these requirements and may retain other consultants as may be appropriate to work with its existing staff and consultants on projects as assigned by the District Board; and

1.3.7. It is in the public interest, consistent with the single, narrow, growth-management purpose of the District, to identify and to exercise its powers and projects in order to maintain the vision and charters of Harmony, as a model, a set of effective, innovative, and precedent-setting efforts to be executed in the most sustainable way possible.

1.4. Intent.

It is the intent of the members of the Board of Supervisors of the Harmony Community Development District to authorize its manager, general counsel, engineer, and other staff and consultants to use the identified special and general powers of the District in concert with the jurisdiction in order to provide for safe, healthy, environmentally sound, and comprehensive Animal Restrictions, Guidelines, and Goals for Animals, Habitat, and Wildlife within the jurisdiction of the District.

1.5. Purpose.

The purpose at the minimum is that the Board of Supervisors of the Harmony Community Development District develop and maintain a set of best practices that will be used to execute the duties and projects of the Community with regard to the District's functions and jurisdiction, in the most sustainable and cost-effective way possible in upholding the vision of Harmony and its residents. Annually, the Board will appoint a Resident Panel ("Panel"), and at a publicly noticed meeting, there will be an express opportunity to review, revise, and develop these practices to ensure their relevance. The Panel will develop these guidelines for contracts and best practices for the management of District property, not only with the purposes of sustainability, but also that of minimizing cost through sustainable practices. The Panel will make recommendations to the Board, at which time there will be an express opportunity to review this written policy and make any amendments to it pursuant to Chapter 1, Amendment 4, Exhibit A. The panel will be comprised of a member of the Board of Supervisors and four other concerned citizens whose applications will be reviewed and selected based on qualifications.

Section 2. Implementation

2.1. Section 1.1 through 1.5, of Section 1, the Preamble, are adopted in this written policy manual expressly by reference as dispositive and as adopted by the Board by reference.

2.2. As time goes by, the panel shall address:

2.2.1. Innovative and sustainable Restrictions, Guidelines, Best Practices, and Goals concerning Animals, Habitat, and Wildlife with the following expressed special powers of the Harmony Community Development District in its charter:

2.2.1.1 Planning, construction, maintaining, managing, and financing innovative conservation areas (Section 190.012(1)(f), Florida Statutes) including, but not limited to, ponds, parks, and other District land.

2.2.1.2 Planning, construction, maintaining, managing, and financing innovative mitigation areas (Section 190.012(1)(f), Florida Statutes) including, but not limited to, ponds, parks, and other District land.

2.2.1.3 Planning, construction, maintaining, managing, and financing innovative wildlife habitat areas (Section 190.012(1)(f), Florida Statutes) including, but not limited to, ponds, parks, and other District land.

2.2.1.4 Maintenance of plant species in conservation, mitigation, or wildlife areas as they relate to domestic and wildlife interests (Section 190.012(1)(f), Florida Statutes) including, but not limited to, pond vegetation, trees, bushes, and air plants.

2.2.1.5 Maintenance of any applicable animal species regarding domestic or wildlife that exists in conservation, mitigation, or wildlife habitat areas (Section 190.012(1)(f), Florida Statutes) including, but not limited to, raccoons, possums, osprey, bald eagles, sandhill cranes, and alligators.

2.2.1.6 Innovative use of any interest in real or personal property that relates to conservation, mitigation, and wildlife areas including the maintenance of plant or animal species (Section 190.012(1)(f), Florida Statutes) including, but not limited to, ponds, parks, and other District land.

2.2.1.7 Planning, construction, implementation, financing, and maintenance of any indoor and outdoor parks and facilities that relate to or impact Animal, Habitat, and Wildlife for recreational use (Section 190.012(2)(a), Florida Statutes) including, but not limited to, parks, boat house, bat house, and other District facilities.

2.2.1.8 Planning, construction, implementation, financing, and maintenance of any indoor and outdoor parks and facilities that relate to or impact Animal, Habitat, and Wildlife for culture and cultural use (Section 190.012(2)(a), Florida Statutes) including, but not limited to, parks, boat house, bat house, and other District facilities.

2.2.1.9 Planning, construction, implementation, financing, and maintenance of any indoor and outdoor parks and facilities that relate to Animal, Habitat, and Wildlife for education and educational use (Section 190.012(2)(a), Florida Statutes) including, but not limited to, parks, boat house, bat house, and other District facilities.

2.2.1.10 Planning, construction, implementation, financing, and maintenance of any indoor and outdoor parks and facilities that relate to or impact Animal, Habitat, and Wildlife for school buildings and related school or educational structures which may be leased, sold, or donated to the school district for use in the educational system as it relates to or impacts Animal, Habitat, and Wildlife assets (Section 190.012(2)(c), Florida Statutes)

including, but not limited to, parks, boat house, bat house, and other District facilities.

2.2.1.11 Planning, construction, implementation, acquiring, financing, and maintenance of other innovative projects by interlocal agreement or by development order condition on the District by operation of law under (Section 190.012(1)(g), Florida Statutes, based on the definition of “project” in Section 190.003(15), Florida Statutes) including, but not limited to, projects with the schools, HOA, and Developer.

2.2.1.12 Short-term and longer-term strategic planning in the exercise of these special powers to provide, enhance, and maintain the best interests of Animals, Habitat, and Wildlife, convenient, incidental, or proper in connection with any of these matters under Sections 190.011(15) and (16), Florida Statutes.

2.3. The work to be completed by the Panel is to draft and to suggest proposals that may include use of contracts and agreements, amendments to the Osceola County Comprehensive Plan and any applicable development orders, in concert with the landowners and developers, any other innovative ideas; all subject to the expressed approval and implementation by the District Board of Supervisors.

2.4. Annual implementation shall be pursuant to Exhibit A, attached hereto and incorporated herein as part of this policy manual and rule, which also may be amended at least annually.

Attachment – Exhibit A

Harmony and Its Environment

The Harmony concept blends natural and human-built environments in ways that enhance the relationship between humans and animals and maximizes the benefits of their peaceful coexistence. While retaining natural areas, Harmony is part of a human-dominated landscape where human actions profoundly and determinably affect the welfare of wild animals. As much as possible in this context, this policy articulates a philosophy to allow natural elements to persist unimpeded by humans and to minimize the conditions and circumstances that lead to conflict between humans and wildlife. Harmony's stewardship concept involves balancing a hands-off and hands-on approach.

This policy cannot anticipate all aspects of current and future relationships among humans and animals at Harmony. Therefore, these guiding principles and recommended approaches are intended to be dynamic and open-ended to allow the community to explore and adopt new and better conflict resolution strategies, landscape management schemes, environmental management techniques, and practical approaches to maintaining biotic integrity. Harmony must begin with a humane concept for its relationship with wild animals and continue to define and redefine that concept within the context of our larger society as well as in Harmony. An unchanging belief that wild animals deserve respect and should be free of human interference and allowed to interact with humans on their terms will guide this evolving definition process.

In relation to wildlife and to the environment in which they live, the goals of the Harmony community are:

- To promote an understanding of how connected humans are to wildlife and to the surrounding environment
- To foster tolerance, respect, and understanding of all living things
- To provide opportunities for Harmony residents to view, hear, and interact with local flora and fauna in an ecologically and environmentally friendly way

- To create and provide educational activities which will foster a community-wide land ethic and promote future land stewardship

To meet these goals, the following sections detail activities that are regulated, prohibited, or encouraged on a community-wide basis.

Treatment of Wild Animals

This section applies to humane treatment of all wild animals anywhere within Harmony.

The District is encouraged to provide habitat that offers cover, water, and food for wildlife. Native vegetation that provides cover and food attracts wildlife. Supplemental provisions, such as bird feeders and bird/bat boxes, also attract wildlife. Nesting and sheltering boxes (such as birdhouses, bat houses, duck boxes, snake boxes, and toad abodes) are also encouraged. Artificial shelters and nesting boxes shall be maintained in good repair and not placed or distributed so as to create conflicts by harboring non-native species or attracting wildlife in such numbers as to be in conflict with humans. Nest boxes shall be constructed so that they can be cleaned and disinfected at least annually.

Killing or Harming Wildlife.

Wild animals may be humanely killed to relieve their suffering due to critical injury or illness. The recommended means by which this should be accomplished is euthanasia administered according to veterinary medical standards as established by the American Veterinary Medical Association (AVMA) in their most current guidelines, or other guidelines that have been sanctioned by the Humane Society of the United States (HSUS). Situations of extreme emergency in which human safety or the immediate relief of animal suffering is at issue could warrant exceptions to this requirement.

Control of commensal rodents (rats and mice) where federal, state, or local regulation and standards rule; where human health and safety concerns are threatened; and to limit the growth and spread of a population due to human causes could also warrant exceptions to this requirement. Lethal control of commensal rodents may be conducted by District field staff or

registered pesticide applicators, but must be done in strict accordance to Association guidelines and State laws. The use of glueboard traps under any circumstances is expressly prohibited.

Wildlife Conflicts. Resolutions to conflict between humans and wild animals shall first be attempted using non-lethal means, except under extreme and immediate circumstances where human safety or the safety of a companion animal is imminently threatened.

Wildlife control, including non-lethal actions, shall not be conducted simply because residents consider the mere presence of a wild animal to be a “pest” or “nuisance.”

The approach to wildlife conflict resolution shall follow a series of steps.

- To promote an understanding of how connected humans are to wildlife and to the surrounding environment
- To foster tolerance, respect, and understanding of all living things
- To provide opportunities for Harmony residents to view, hear, and interact with local flora and fauna in an ecologically and environmentally friendly way
- To create and provide educational activities which will foster a community-wide land ethic and promote future land stewardship

Preferably, human-wildlife conflicts should be resolved by changing human practices (such as trash management and securing stored food), modifying habitats (changing plantings or managing landscapes), and/or structural modifications (fencing or other methods to exclude animals). Whenever practicable, the cause of human-wildlife conflict shall be sought and the conditions or circumstances that led to the conflict shall be removed.

Controlling Wildlife Populations. Circumstances may arise where the community has evaluated a conflict situation and agreed to the need to intervene in and control a local population of wild animals (not merely an individual wild animal or small number of wild animals). Substantial and significant need must be demonstrated for human intervention to be considered. Alternatives to control, including altering human practices (such as waste handling and landscaping), and methods to exclude or repel animals should be undertaken before control measures are

considered. Control measures must be undertaken through a wildlife management plan that carefully evaluates the best methods for controlling the specific species of concern and seeks the most humane long-term solution. Plans that require multiple control measures should also include long-term strategies to prevent the recurrence of the need for control measures. Control measures may include humane animal capture and relocation to other natural habitats on the property or as allowed by state permitting authorities, reproductive intervention (such as immunocontraception for mammals or egg addling for birds), and other measures reviewed and agreed to be humane by the association.

Nests and Dens. Nests of wild birds shall not be taken, moved, or interfered with in any manner as stipulated under applicable State and Federal law.

No wild animal den or nest of unprotected bird species may be disturbed, moved, or altered except as part of a planned conflict abatement program (described under Wildlife Conflict or Controlling Wildlife Populations), or under compelling circumstances of human health, safety, or security needs.

Young shall not be taken or moved from dens or nests but allowed to mature until they naturally disperse, except where the conditions listed above merit more urgent response. In these circumstances, the family integrity should be maintained by methods to prevent orphaning.

Environmental Management

This section applies to activities anywhere within Harmony on park lands, preserved areas, ponds, and other common property.

Use of Chemicals. The use of avicides (chemicals registered to kill birds) and predacides (chemicals registered to kill predatory animals) is prohibited.

Chemicals to control plants (herbicides), insects (pesticides), commensal rodents (rodenticides), and any other chemical plant and pest control methods must be used only within the context of an Integrated Pest Management (IPM) approach.

An emphasis shall be placed on the use of products or practices that are classified as “best management” or “least toxic” by responsible oversight organizations. Acceptable oversight organizations include the Bio-Integral Resource Center (BIRC), P.O. Box 7414, Berkeley, CA 94707; the Northwest Coalition for Alternatives to Pesticides (NCAP), P.O. Box 1393, Eugene, OR 97440-1395; Pesticide Action Network North America (PANNA), 49 Powell St. #500, San Francisco, CA 94102; or their successor organizations that have the same goal of promoting least harmful pest control methods, that have an established record of promoting alternatives to chemical pesticides, and that are not funded by the chemical or agriculture industry. Minimal chemical spraying or application may be done to kill or eradicate invasive plants and where the spraying or application will not impact water quality including affecting an aquifer, watershed, creek, spring, or septic system. To control insects, biological controls (e.g., lady beetles and aphid control) and alternative control methods, such as soap and water, should be attempted before resorting to chemical controls.

Landscaping/Tree Removal. Planting or maintaining known invasive, non-native plants is prohibited.

Additionally, plants must not have an invasive life strategy that could potentially lead to their spread within and outside of District property. While non-native plants that are not invasive are allowed, they are discouraged because they take more fertilizer and pesticides, and many Florida wildlife species cannot utilize such exotic plants. For these reasons, native plants are encouraged, as are plants and landscaping that require minimal human maintenance, such as irrigation and chemical inputs.

Removing or thinning trees, branches, and/or deadwood is allowed as property maintenance and to eliminate or alleviate a safety hazard to humans or property. However, removal or thinning must use then-applicable best methods for timing and techniques to least damage or interfere with wildlife and wildlife habitat. Whenever and wherever possible, dead and dying trees (snags) should be left standing as wildlife habitat and maintained to avoid any hazard that could potentially imperil people or property. Whenever possible, any removed trees or branches (other

than non-native, invasive, infected, or diseased trees) should be left on the ground at or near the area from which they were removed to decompose naturally or moved to designated common areas to enhance wildlife habitat.

Fences and Plant Barriers. Fencing and landscape elements (such as hedges or plant barriers) should not impede wildlife mobility. However, fences and other barriers placed to exclude animals from gardens or other places where they are or reasonably may be expected to be in conflict with humans (for example, deer fencing to protect ornamental plants or vegetables from browsing) are acceptable. No fences and barriers should present a threat of injury to wildlife due to design, construction, or lack of proper maintenance. No barbed wire or hog wire fences shall be used.

Mowing. Mowing timing and equipment shall pose a minimal threat to wildlife. As conditions permit, mowing should be performed in the middle of the day rather than early morning or late afternoon. Mowers should be set to mow lawn area at a height of no less than four inches. Because lawns are exotic vegetation and essentially are not used by local wildlife species, the District prefers to reduce the total amount of turf where appropriate and replace it with native vegetation.

Waste and Trash Management. No trash burning and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted. This provision does not apply to brush piles, snags, coarse woody debris, and similar material placed and/or allowed to remain as wildlife habitat.

Trash containers shall be of approved design and construction that minimizes wildlife access. They shall be maintained and used in a manner that does not allow their contents to attract or be accessible to wild or domestic animals, including having lids secured and containers without holes. All trash stored or placed outside for collection must be in an approved trash container. Unsecured trash in bags or open containers is prohibited.

Landscaping refuse should be recycled by composting or similar uses on site whenever possible. This refuse may also be taken to an approved community collection area or designated common area as described under Landscape/Tree Removal. No yard or garden refuse will be placed in other natural areas.

Lighting. Outdoor lighting shall illuminate towards the ground and shall, to the maximum extent practicable, shield light from emitting upwards towards the open sky or surrounding natural areas. Use of yellow lights is preferred because they do not attract insects.

Preserved Area Management

Designated natural and preserved areas should be primarily for wildlife use and shall be managed and maintained with that purpose in mind. Human recreation in these areas shall be allowed to the extent that it does not significantly conflict with wildlife use. The Association may close or limit human access and activity in these areas temporarily or seasonally. Trails in natural areas shall be of the least intrusive type possible. Access to unplanned (“social”) trails may be closed using signs, downed trees limbs, and other natural obstructions to discourage their use and proliferation.

The function of common areas maintained for human and companion animal use will be well advertised to encourage people to use them in preference to natural and preserved areas. A management plan for preserved areas shall be used to stipulate further concerns and restrictions, up to and including microhabitat management and maintenance.

Fires and Controlled Burning. Fire shall be considered and used as an appropriate wildlands management tool, but only under a carefully drawn and considered management plan, approved by the local authorities, that minimizes the threat of burning to humans, human property, and animals.

Corridor Maintenance. Natural corridors connecting natural areas will be maintained to allow wildlife movement and preserve the integrity of the whole natural system. Existing corridors may

not be altered beyond routine and accepted maintenance and may not be destroyed without a valid and justified plan approved by the Association.

Watershed Maintenance. Construction or land alteration shall not affect the biotic integrity of the lakes and waterways. Disposal or spillage of hazardous materials and chemicals is prohibited. Vegetation management around streams and lakes shall be conducted only under an approved plan based on justifiable need. Such plans shall include provisions to minimize the impacts on wildlife including timing of management activities.

HARMONY COMMUNITY DEVELOPMENT DISTRICT

RULES Chapter 3

DRAFT

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RULE OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT RELATIVE TO ITS MEMBERSHIP RATES, FEES AND CHARGES FOR RECREATIONAL FACILITIES

Harmony Community Development District

Rules, Chapter 3

Membership Rates, Fees, and Charges for Use of Recreational Facilities

1.01 Purpose and Effect

The purpose of this Rule is to adopt certain rates, fees, and charges for the use of Harmony Community Development District's ("District") District-owned and maintained recreational facilities; providing, and to provide for an effective date. The effect of this Rule is to broaden ~~the~~ responsibility for ~~the District District's District~~ recreational facilities.

1.02 Necessity

Fairness in usage and benefits dictates the adoption of a To adopt uniform and comprehensive set of rates, fees, and charges pertaining applicable to the use of the District District's District recreational facilities within the District for activities which exceed those of normal use by residents of the Harmony community.

1.3 Authority

Pursuant to the authority in Section 190.011(10), Florida Statutes, and as may be provided by resolutions adopted and which may be amended from time to time and adopted by the Board of Supervisors at a publicly advertised meetings, the District may collect Special Event fees or charges necessary for the conduct of District activities and services. For rules regarding Special Events, Refer to Sections 8 and 9 of Chapter 4, Parks and Recreation Facilities Use for rules regarding Special Events.

1.034 Schedule of Rates, Fees, and Charges

1.4.1 Non-Resident Membership Fee

There are currently defined two categories of membership in Harmony: Resident and Non-Resident. 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. The rates, fees, and charges to be paid for non-resident recreational use of the District's recreational facilities shall be an Annual Non-Resident Membership Fee of \$1,000.00 for a family of up to four members and \$250.00 for each additional person. The amount of this fee amount is intended to be equivalent to the non-ad valorem assessments being paid by District residents property owners for similar annual use of the District District's District recreational Recreation facilities Facilities.

1.4.2 Recreational Usage Fee and Rental Special Event Fee Schedule

- 1.4.2.1 Soccer/Volleyball/Basketball (“SVB”) Fields and Courts~~Football Field:~~
\$15 per hour
- 1.4.2.2 Swim Club and Ashley Park Pools Reserved Patio Areas: \$100 for up to a four- (4) hour maximum.
- 1.4.2.3 Buck Lake Pavilion: \$60 for up to a four- (4) hour maximum.
- 1.4.2.4 Buck Lake Fishing Pier: ~~\$100~~\$40 for up to a two- (2) hour maximum.
- 1.4.2.5 Town Square: \$250 for up to a ~~four~~six- (4)6 hour maximum.

1.4.3 Special Event General Provisions:

- 1.4.3.1 ~~All Special Event reservations require a security~~ The damage deposit of \$250, ~~is in addition to all fees designated in the fee schedule in Section 1.4.2.~~
- 1.4.3.2 The maximum timeframes include setup and breakdown time. Failure to have vacated the premises more than fifteen (15) minutes after the maximum time allowed may result in the loss of ~~the security deposit.~~
- 1.4.3.3 The above-listed fees in Section 1.4.2 are applicable to ~~all group and individual users of the District’s District Recreation Facilities,~~ including but not limited to the following:
 - 1.4.3.3.1 ~~For-profit and non-profit organizations~~
 - 1.4.3.3.2 ~~Individuals who do not currently possess a valid access photo ID access card pursuant to Chapter 4, Parks and Recreation Facilities Rules Usage~~
 - 1.4.3.3.3 ~~Any resident reserving who reserves the facilities a facility while acting on behalf of a for-profit business or a non-profit organization~~
- 1.4.3.4 Residents are limited to two (2) free (exclusive of security deposit) ~~rentals of a facility reservations per year, which are time bounded by Section 1.4.2. (not including the deposit as referenced above).~~
- 1.4.3.5 ~~Non-resident Reserved use of the soccer/football field SVB fields and courts by non-resident organizations shall not exceed is limited to 50% of available use, nor no more than three (3) days each per week, may be reserved by non-resident organizations in the aggregate.~~
- 1.4.3.6 ~~The entire pool areas at Ashley Park and at the Swim Club may not ever be rented for exclusive use.~~ Exclusive reserved usage of the entire area of a District swimming pool facility is prohibited. Holders of valid photo ID access cards shall, at all times, ~~All access cardholders will have access to the pool areas during normal operating hours at all times.~~
- 1.4.3.7 Rental of the Buck Lake fishing pier only ~~includes~~applies to the pier on the west side of the Buck Lake dock structure.
- 1.4.3.8 All rental and/or usage fees are non-refundable. ~~The security deposit is refundable.~~

1.4.4 Waivers and Reductions of Fees

~~The Board District reserves the right to waive or reduce rental reservation fees and/or deposits on a case-by-case basis, which will be done by a motion of the and shall accomplish this by a motion of the~~ Board of Supervisors at a publicly advertised meeting.

1.045 Effective Date

This Rule shall become effective upon adoption at a public hearing by the District's Board of Supervisors.

Specific Authority: 190.035, F.S., 190.011 (5) F.S., 120.54 F.S.
Law Implemented: 190.035, F.S., 190.011 (5) F.S.
History: New

Adopted by the Board of Supervisors on: January 29, 2004

HARMONY COMMUNITY DEVELOPMENT DISTRICT

RULES Chapter 4

DRAFT

**Harmony Community Development District Rules
Chapter 4**

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~~Harmony Community Development District Rules~~
~~Chapter 4~~

**Harmony Community Development District
Rules,
Chapter 4**

**Harmony Community Development District
-Parks and Recreation Facilities Rules¹**

1. DEFINITIONS

- 1.1 **General Use**
Any use of ~~the any of the District~~District-maintained Recreation~~at~~ Facilities as defined ~~below in section-Section 1.1+8.~~
- 1.2 **Special Event**
Any event held on District property, which involves a group of people gathering to participate in an activity involving more than normal, everyday use of ~~the-said property~~Property. Examples of Special Events ~~can be found in this policy~~are available in Rule-Section 7.2.²
- 1.3 **Organizer**
The individual, entity, organization, or company in charge of the event.
- 1.4 **Dock Master**
Individual(s) responsible to the District for maintenance of District Boating Facilities.
- 1.5 **District**
The Harmony Community Development District (“District” or “CDD”).
- 1.6 **District Office**
The office of the District Manager located at 610 Sycamore Street, Suite 140, Celebration, FL 34747. Phone number: 407-566-1935. Email Address: admin@harmonycdd.org.
- 1.7 **District Manager**
The person ~~or entity~~employed by the District and who has charge and supervision of the works of the District and shall be responsible for preserving and maintaining any service, system, improvement~~u~~ or facility constructed or erected pursuant to the provisions of this

¹ The ~~following revised-rules herein~~ were adopted on March 27, 2014, pursuant to the lawful procedure set forth in Section 190.011(5), Florida Statutes and pursuant to ~~Chapter 1, Rule-Sections 1.4 and 1.5 of Chapter 1,~~ the Administrative Rules of Procedure of the Harmony Community Development District.

² The terms “Special Event” and “Event” ~~will be~~are used interchangeably throughout ~~these Rules~~this document to refer to such Special Events as defined in ~~section-Section 1.2.~~

**Harmony Community Development District Rules
Chapter 4**

act, for maintaining and operating the equipment owned by the District and for performing such other duties as may be prescribed by the board.

1.8 District Recreation Facilities

The Parks and Recreation Facilities maintained by the District, as set forth on the attached map, available on the District website at www.harmonycdd.org/public-records/rules, which includes, but is not limited to, those defined in Sections 1.9, 1.10, and 1.11.

1.89 District Swimming Pool Facilities

The ~~District-maintained swimming pool~~ Pool areas Areas maintained by the District and shown on attached map, as updated from time to time and as set forth on the District website at www.harmonycdd.org/public-records/rules, and updated from time to time.

1.10 District Buck Lake Dock and Boat Facilities

The Dock and Boat Recreational Facilities maintained by the District on the shores of Buck Lake and set forth on the attached map, set forth on the District website at www.harmonycece.org/public-records/rules, and amended from time to time.

1.11 District Park and Playground Facilities

The Soccer, Basketball, and Volleyball (“SVB”) Facilities located on the Park and Playground areas Areas maintained by the District and set forth on the attached map, set forth on the District website at www.harmonycece.org/public-records/rules, and amended from time to time.

District Recreation Facilities

The Parks and Recreational Facilities maintained by the District and shown on the attached map, including, but not limited to, the Facilities listed in Paragraphs Sections 1.8, 1.9, and 1.10.

1.12 District Resident includes:

1.12.1 A ~~property~~ Property owner Owner who currently resides in his or her home within the boundary of the District;

1.12.2 A ~~property~~ Property owner Owner who has elected to declare residency outside of boundaries of the District, but who also owns a home within the boundaries of the District and does not rent out said home to others, either on a long-term or a short-term basis;

1.12.3 A ~~renter~~ Renter occupying a residence inside the boundaries of the District; and

1.12.4 Children of District Residents.

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- 1.13 **Family** – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen (18), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.
- 1.14 **Guest** – shall mean any person or persons who are invited and accompanied for the day by a District Resident to participate in the use of the District Recreation Facilities.
- 1.15 **Non-Resident Owner** – shall mean a property owner who has elected not to occupy his or her home within the boundaries of the District, but who rents out his or her home to other occupants.

1.16 **Lease Agreement** – shall mean a written contract granting use or occupation of property during a specified period in exchange for a specified rent.

1.17 **Child Guardian** – shall mean a person who is not a resident of the District who is at least eighteen (18) years of age and has been designated as a Guardian for a child or one or more District Resident children who are under the age of fourteen (14) and are residents of the District, as evidenced by an executed and notarized Guardianship Power of Attorney form.

1.18 **Guardian Access ID Card** – shall mean the access ID card issued to a person who has been designated as a Child Guardian by a Family.

1.19 **Active Duty Military Services Member** – shall mean a person who is employed full-time in military services for the United States.

2. USE OF DISTRICT MAINTAINED FACILITIES RESTRICTIONS

2.1 **Violation and Reporting:**
Unauthorized use of District-maintained Facilities will result in, as a minimum, a charge of Trespass pursuant to Chapter 810, Florida Statutes. Violations will be reported to the Sheriff of Osceola County and prosecuted to the full extent of the law.

2.2 **Enforcement and Penalties:**
Pursuant to Section 190.041, Florida Statutes, the ~~board~~-Board or any aggrieved person may have recourse to such remedies in law and at equity as may be necessary to ensure compliance with the provisions of these rules, including injunctive relief to enjoin or restrain any persons violating the provisions of these rules.

2.3 **General Policies:**

2.3.1 Parking is prohibited in any non-designated parking area.

2.3.2 Swimming is prohibited in all District-maintained ponds.

**Harmony Community Development District Rules
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2.3.23 No watercraft of any kind is allowed in any of the District-maintained ponds ~~maintained by the District.~~

~~2.3.3 Parking in any non-designated parking area is prohibited.~~

2.3.4 Surrounding each pond is a 20-foot, District-maintained buffer zone, for which public access is permitted only during the hours denoted in Section 2.3.6.

2.3.45 It is ~~requested~~ recommended that anyone wishing to access the ponds either walk or ride ~~a bicycle~~ bicycle, and that anyone who does access a pond be respectful of adjacent resident homes.

~~2.3.5 Continued violation of any District policy will result in immediate reporting to law enforcement authorities per the stipulations of Rules Sections 2.1 and 2.2.~~

2.3.6 General hours of operation for all facilities, except the pools and the boats, are 30 minutes before sunrise to 30 minutes after sunset.

~~2.3.6 There is a 20 foot, District maintained buffer surrounding each pond. Public access to this 20 foot buffer is permitted only during the hours of dawn to dusk 30 minutes before sunrise to 30 minutes after sunset. Please be respectful of adjacent resident homes.~~

~~2.3.7 General hours of operation for all facilities, except the pools and the boats, are 30 minutes before sunrise to 30 minutes after sunset.~~

2.3.7 Continued violation of any District policy will result in immediate reporting to law enforcement authorities per the stipulations of Sections 2.1 and 2.2.

3. PHOTO ID ACCESS ID CARDS

3.1 In order to use the District Buck Lake Docks and Boat Facilities and the District Swimming Pool Facilities, each user ~~shall first obtain a picture~~ must be in possession of a photo ID Access ID Card (obtained by completing the Harmony CDD Access Card Registration Form attached hereto and available on the District website at www.harmonycdd.org/public-records/rules), ~~and~~ must also follow the provisions of Rules Sections 4 and 5 below.

3.1.1 ~~District Residents~~ Resident Owners in Harmony shall be entitled to one (1) ~~picture photo ID Access ID Card per District Resident resident~~ photo ID Access ID Card per District Resident resident at no charge so long as ~~District Resident the resident~~ the resident is authorized pursuant to these Rules to utilize the facilities.

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3.1.2 Resident Renters shall pay \$10.00 per person in advance for each picture-photo ID Access ID-Card and \$10.00 for each Access ID-Card renewal at upon start of each subsequent lease renewal period.

~~3.1.23.1.3~~ A Resident Renter on a month-to-month lease, after an initial six- (6) month term, may receive a photo ID Access Card valid for 90 days for a single \$10.00 fee.

~~3.1.23.1.4~~ Replacement picture-photo ID Access ID-Cards (for an Owner or a Renter) are \$10.00 each.

~~3.1.4 Renters with a month to month lease after an initial lease term, may receive picture Access ID Cards valid for ninety (90) days for a \$10.00 fee paid in advance.~~

3.1.5 Proof of Personal Identity, plus proof of either home-ownership or renter-status within Harmony, must be provided in order to receive an Access photo ID Access ID-Card.

3.1.5.1 Proof of Personal Identity, for either an Owner or a Renter, shall require either a Driver License or an Identification Card which contains both the full name of the individual and a full-face photograph.

3.1.5.2 Proof of Ownership within the District shall require at least one of the items below:

3.1.5.2.1 Purchase Closing Statement with name of Owner denoting proof of address within the boundaries of the District, or

3.1.5.2.2 Tax Notice with name of Owner denoting proof of address within the boundaries of the District, or

3.1.5.2.3 Other suitable proof of home Ownership.

3.1.5.3 Proof of Renter-Status within the District shall require a copy of the Renter Lease Agreement showing the name of the Renter denoting proof of address within the District, plus at least one of the items below:

3.1.5.3.1 Current utility bill with name of Renter denoting proof of address within the boundaries of the District, or

3.1.5.3.2 Current phone bill with name of Renter denoting proof of address within the boundaries of the District, or

3.1.5.3.3 Other suitable proof of Renter-status.

Proof of Ownership includes, but is not limited to, the following:

3.1.5.1 Driver License or Identification Card; plus, at least one (1) of the items below.

3.1.5.2 Purchase closing statement showing name of homeowner and address within the boundaries of the District; or

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- ~~3.1.5.3 Tax Notice with name of homeowner and proof of address within the boundaries of the District; or~~
- ~~3.1.5.4 Other suitable proof of ownership.~~

Proof of Renter status includes, but is not limited to, the following:

- ~~3.1.5.5 Driver License or Florida Identification Card with name of renter and proof of address within the District; that matches the address within the District shown on all other documents utilized for the purposes of demonstrating proof of renter status; in combination with:~~
- ~~3.1.5.6 Copy of renter's Lease Agreement showing the name of the renter and proof of address within the District; plus, at least one (1) of the items below:~~
- ~~3.1.5.7 Current utility bill with name of renter and proof of address within the boundaries of the District; or~~
- ~~3.1.5.8 Current phone bill with name of renter and proof of address within the boundaries of the District; or~~
- ~~Other suitable proof of renter status.~~
- ~~3.1.5.10 The provisions in Section 3.1.5.5 requiring that the address on the Driver License or Florida Identification be an address within the District that matches the address within the District shown on all other documents utilized for the purposes of demonstrating proof of renter status shall be waived for Active Duty Military Service Members who present a valid Military Identification Card. This waiver shall extend to the immediate family members of the Active Duty Military Service Member. All other provisions in Section 3.1.5 shall remain in effect.~~

- 3.2 The District Manager shall have the discretion to determine whether proof of ~~ownership~~ Ownership or ~~renter~~Renter-status has been met.

- 3.3 A person who is acting as Child Guardian for one or more Families at any given time may be issued one (1) Restricted (see conditions set forth in Sections 3.3.2 thru 3.3.5) photo ID Access Card upon payment of a non-refundable fee of \$10.00.

- 3.3.1 An executed and notarized Guardianship Power of Attorney Form for each child under the age of fourteen (14) for whom a Child Guardian will be responsible must be provided to the District before a photo ID Access Card can be issued.

- 3.3.2 A photo ID Access Card issued to a Child Guardian shall be valid for one (1) year from the date of issuance, and shall be subject to the suspension provisions of Section 4.6.

- 3.3.3 A Child Guardian who is being issued a photo ID Access Card must be at least eighteen (18) years of age.

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Chapter 4**

3.3.4 Child Guardians shall be permitted access to the District Buck Lake Dock and Boat Facilities and the District Swimming Pool Facilities only while accompanied by one or more of the children for whom they are acting as Guardian.

3.3.5 Child Guardians shall not be permitted, at any time, to bring Guests to the District Buck Lake Dock and Boat Facilities or the District Swimming Pool Facilities.

3.4 A person who neither resides nor owns property within the boundaries of the District, and is otherwise not a qualifying Member of Harmony, may purchase a membership in the District and secure a photo ID Access Card for use of all District Recreational Facilities – including Buck Lake, Swimming, Playground, Bike Trail, and Pond facilities – by making a per-year payment of \$1,000.00 for a family up to four members, and \$250.00 for each additional person; pursuant to District Rules, Chapter 3, Section 4.1, Non-Resident Membership Fee for use of District Recreation Facilities.

3.3 Non-District Residents may obtain an Access ID Card for non-resident use of District Recreational Facilities upon payment of \$1,000 for a family of four (4), and \$250.00 for each additional person, pursuant to Chapter 3, Rule Section 1.03 of the Rules and Regulations of the Harmony Community Development District relative to its Membership Rates, Fees, and Charges for use of District Recreational Facilities.

3.4 One (1) Guardian Access ID Card may be issued to a person acting as a Child Guardian for a Family at any one time. Such Guardian Access ID Cards shall cost \$10.00. Payments for these cards are non-refundable. The Child Guardian being issued the card must be at least eighteen (18) years of age. An executed and notarized Guardianship Power of Attorney Form for each child under the age of fourteen (14) the Child Guardian will be responsible for shall be provided to the District before a Guardian Access ID Card can be issued. A Guardian Access ID Card shall be valid for one (1) year from the date of issuance and shall be subject to the suspension provisions in Section 4.6. The Child Guardian shall not be permitted to access the District Swimming Pool Facilities or the District Buck Lake Dock and Boat Facilities without being accompanied by one or more of the children for which they are acting as a Child Guardian. The Child Guardian shall not be permitted to bring Guests to the District Swimming Pool Facilities or the District Buck Lake Dock and Boat Facilities at any time. Guest Access ID Cards may be issued at the discretion of the District Manager on a temporary basis for visiting relatives of District Residents. Such guest Access ID Cards shall cost \$10, refundable upon return of the guest Access ID Card.

3.5 Contracts for Execution Prior to Use of District Recreation Facilities

All persons, prior to boat use, must acknowledge and agree to the Harmony Community Development District Boat Use Agreement (“Boat Use Agreement”) which is hereby incorporated by reference and attached hereto. All provisions of the Boat Use Agreement are incorporated herein and each person using the Buck Lake Dock and Boat Facilities is subject to such provisions and the District Rules.

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4. USE OF ~~DISTRICT~~ SWIMMING POOL FACILITIES

- 4.1 The District Swimming Pool Facilities must be maintained in a neat, clean, and sanitary condition at all times pursuant to Florida law. ~~The A~~ pool user must use his or her best efforts to deter vandalism and protect the premises, equipment and improvements owned by the District. ~~The A~~ pool user agrees to report any unusual incidents or hazardous conditions to the District as soon as possible; and, if ~~a~~ pool user is aware of such unusual incident or hazardous condition, ~~said~~ pool user agrees to refrain from use of the District Swimming Pool Facility. ~~The A~~ pool user agrees to report any emergencies to the appropriate emergency personnel by calling 9-1-1.
- 4.2 Swimming is permitted only during pool hours of operation, as posted and seasonally adjusted.
- 4.3 The District Swimming Pool Facilities are open to District Residents, Renters, and others who have registered with the District and obtained a valid photo ID Access Card ~~by signing the contract referenced in Rule Section 3.5 above and their accompanying guests~~.
- 4.4 Children ~~aged who are~~ fifteen (15) years of age and under or younger must be under adult supervision to use the District Swimming Pool Facilities.
- 4.5 All ~~residents-users~~ must use their ~~assigned Access ID~~ personalized photo ID Access Cards upon entering the pool area. At any given time, a family may accompany a maximum of four (4) total guests to the District Swimming Pool Facilities.
- 4.6 ~~Access-Facility access~~ privileges may be suspended; and all ~~family Access~~ photo ID Access Cards ~~of the family~~ deactivated; for not following the Rules and/or other ~~reasons~~ offenses (e.g., vandalism, willful and malicious disregard for the Rules, etc.). At the discretion of the District Manager, ~~Access ID~~ photo ID Access Cards of the offending parties may be deactivated for ~~a minimum of up to~~ one hundred eighty (180) days, and all others within the family may be deactivated for ~~a minimum of up to~~ ninety (90) days.
- 4.7 Any person utilizing a District Swimming Pool Facility when that Facility is closed is subject to deactivation of his or her ~~Access ID~~ photo ID Access Card (per ~~Rule-Section~~ 4.6), and/or a charge of Trespass (per ~~Rule-Section~~ 2.1).
- 4.8 No alcoholic beverages are permitted in or around the District Swimming Pool Facilities.
- 4.9 Smoking is not permitted at any time within the District Swimming Pool Facilities.
- 4.10 No glass bottles are permitted within the District Swimming Pool Facilities.
- 4.11 No animals are allowed in the District Swimming Pool Facilities unless such animals are service animals as permitted by law.

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5. USE OF BUCK LAKE DOCK AND BOAT FACILITIES

5.1 Age Restrictions

The Buck Lake Dock and Boat Facilities are open to children ~~aged who are~~ twelve (12) ~~years of age or and~~ older with a valid ~~photo ID~~ Access ~~ID~~-Card. Children ~~aged who are~~ eleven (11) ~~years of age or and under~~ must be supervised by an adult.

5.2 User Responsibility

All boating equipment must be maintained in a neat, clean, and sanitary condition at all times, and the boat user must use his or her best efforts to deter vandalism and protect the premises, equipment, and improvements ~~maintained owned~~ by the District.

5.3 Incident Reporting

~~The A~~ boat user agrees to report any unusual incidents or hazardous conditions to a District Dock Master as soon as possible and to refrain from use until further notification by a District Dock Master. ~~The A~~ boat user agrees further to report any emergencies to the appropriate emergency personnel by calling 9-1-1.

5.4 Final Authority

~~A~~ District Dock Masters ~~are is~~ the final authority on daily boat operations. Users must adhere to ~~the judgment of~~ a Dock Master's ~~judgment~~ regarding lake access or whether or not the boat is adequately prepared for use.

5.5 Denial of Use

In the event a Dock Master has doubts as to a potential user's capacity to operate the boat, ~~such said~~ Dock Master must deny the potential user access to the boat in order to protect the health, safety, and welfare of the potential boat user.

5.6 Security/Damage Deposit Responsibility for Damages

~~Users are responsible for any and all damages to the boats while in their care and custody.~~

~~5.6.1 All parties, prior to boat use, must pay a security/damage deposit of \$250.00 to the District or must provide the District Office with a copy of the party's picture I.D. and a valid credit card in the user's name as set forth in Rule 5.6.5 below.~~

~~5.6.2 All parties who do not provide credit card information as set forth in Rule 5.6.5 below, must pay a cash security/damage deposit of \$250.00 to be held by the District prior to boat use. The District shall collect from the potential boat user a security/damage deposit of \$250 at least five (5) days prior to the boat being utilized.~~

~~5.6.3 At the conclusion of the boat use, and upon inspection, the District shall either:~~

~~1) return the security/damage deposit to the boat user if there is no damage to District property; or~~

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2) ~~charge the boat user for any damage to the District property and apply the security/damage deposit to the charge.~~

5.6.4 ~~If the damage to the District property is less than the security/damage deposit, the excess amount from the deposit shall be returned to the boat user. If the damage to the District property exceeds the security/damage deposit, the boat user shall be invoiced for the excess property damages. All damage charges must be paid to the District no later than fifteen (15) days after invoice date.~~

5.6.5 ~~Prior to boat use, all parties who do not provide a cash security/damage deposit as set forth in Rule 5.6.1, must provide the District Office with a copy of a picture I.D. and a valid credit card, in the user's name and with available credit, in lieu of a cash security/damage deposit, to assure recovery in the event of default, loss, damage, or other occurrence. In the event that the boat is damaged by the party using the boat, then the District reserves the right to utilize the credit card in order to cover the amount of the damage incurred.~~

5.76 Boat Usage Orientation

~~All persons, prior~~ Prior to boat use, a potential user must undergo an orientation session with a Dock Master concerning the operation and use of all equipment relevant to the boat of interest.

5.87 Contracts for Execution Prior to Use of District ~~Recreation Facilities~~Boats

~~Prior to boat use, All persons, prior to boat use, each potential user must acknowledge and agree to the Harmony Community Development District Boat Use Agreement ("Boat-Use Agreement") which is hereby incorporated by reference and as attached hereto and incorporated by reference, with. All provisions of the Boat Use Agreement are thereof incorporated herein, and with each person potential user using theof Buck Lake Dock and Boat Facilities is being subject to such provisions, and theto District Rules.~~

5.8 Boat User Responsibilities

5.8.1 A boat user assumes full responsibility and liability for any and all damages that are incurred to a District boat while the boat is in the user's care and custody.

5.8.2 A boat user who causes damage to a District boat and fails to pay an invoice for damages assessed per Section 5.9.4 within thirty (30) days shall be denied future access to District boats until the damage assessment is paid; and may be subject to further legal recovery action if the issue remains unresolved for ninety (90) days.

5.8.3 All boat users shall adhere to published District policies, regulations, guidelines, and local, state, and federal laws. Access privileges may be suspended for not following the rules and/or other offenses (e.g., vandalism, willful and malicious disregard for the rules, etc.), per provisions of Section 4.6.

5.89 ~~Inspection Prior to Boat Use~~Inspections

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5.89.1 Prior to departure, a Dock Master and potential boat users must inspect each boat ~~prior to departure~~ for prior damage and fill out the Boat Inspection Sheet, which must be signed and dated. The inspection sheet will be logged, and becomes part of the boat-use agreement. A copy of the inspection sheet is available on the District's website at www.harmonycdd.org/public-records/rules.

5.89.2 Upon inspection, if ~~any-a potential~~ boat user finds evidence of damage to ~~any-of the-a~~ District boats, ~~they-the user shall make known must-report~~ the damage to a Dock Master, who must report the information to the District Manager.

5.89.3 Upon discovery, at any time, If any boat user discovers damage to ~~the-a~~ boats by a boat user, the user must refrain from using the boat until further notification from the District Manager.

5.9.4 Upon return, or as close to the end of boat usage as is reasonable, a Dock Master will:

5.9.4.1 Inspect the boat for damage,

5.9.4.2 Assess any damages to the Board,

5.9.4.3 Invoice the boat user for the cost of any assessed damages, and

5.9.4.4 Report the inspection findings to the District Manager.

5.910 Inspection Upon Return of Boat

~~A Dock Master will complete an inspection of the boat immediately following, or as close to the end of the boat use as is reasonable. Upon inspection, the a Dock Master will assess the damage, if any, to the boat and will invoice the boat user for the cost of the damage and will report his or her findings to the District Board.~~

5.10140 State and Federal Boating Laws

~~All persons using boats must obey all federal, state, and local boating laws while using the boat~~District boats.

5.1121 Pets/Animals Prohibited

~~Due to safety considerations, dogs and other companion animals are not allowed at Buck Lake Park or on any watercraft. Disabled individuals may bring one service dog to the Park for assistance, provided the following:~~

~~5.11.1 -T~~the dog is wearing a vest or has other proper marking that clearly identifies the dog as a service dog;

~~5.11.2 T~~he dog is kept under control on a leash at ALL times, and

~~5.11.3 T~~he dog is kept out of the water and away from the canoe launching beach and other immediate shoreline areas.

6. USE OF SOCCER, VOLLEYBALL, AND BASKETBALL FACILITIES

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6.1 General Policies:

- 6.1.1 The Soccer, Volleyball, and Basketball Facilities (“SVB Facilities”) are generally available for open recreation during ~~daylight~~ ~~operating~~ daylight hours, weather permitting. Space may be limited due to Event reservations or other District activities (see Rule Section 7-8 for Event-scheduling policies). Use of the ~~District Soccer and Volleyball~~ SVB Facilities is subject to Special Event fees and charges as set forth in Rules Sections 89.6 and 89.7 below.
- 6.1.2 Users must follow the procedure set forth in Section 8.1 to reserve an SVB Facility for a Special Event, as that term is defined therein. Users wishing to reserve any of the SVB Facilities for an Event must provide a security deposit, as set forth in Section 9.7.
- 6.1.3 All participants shall adhere to published District policies, regulations, guidelines, and local, state, and federal laws. Access privileges may be suspended for not following the rules and/or other offenses (e.g., vandalism, willful and malicious disregard for the rules, etc.), per provisions of Section 4.6.
- 6.1.24 Use of the SVB Facilities is permitted only during hours of operation set forth in Section 2.3.6, which allows for seasonal adjustment, which are 30 minutes before sunrise to 30 minutes after sunset.
- 6.1.35 Any person using any SVB Facility outside hours of operation may be suspended indefinitely from using all of the SVB Facilities, per provisions of Rule Section 4.6.
- 6.1.4 All participants shall adhere to published District policies, regulations, guidelines, and local, state, and federal laws. Access privileges may be suspended for not following the rules and/or other reasons (vandalism, willful and malicious disregard for the rules, etc.), per provisions of Rule Section 4.6.
- 6.1.56 No alcohol, tobacco, or glass containers are permitted on the premises of the Parkany SVB Facilities Facility shown in the attached map during any scheduled event.
- 6.1.67 Golf or other activities that may cause damage to the SVB Facilityies equipment or structures are prohibited.
- 6.1.8 Scaling, jumping, or climbing upon any SVB Facility equipment or structures is not permitted.
- 6.1.79 All users of the SVB Facilities must follow instructions given by District staff members. Violators are subject to ejection and suspension from the SVB Facilities, per provisions of Rule Section 4.6.

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~~6.1.8 Users must follow the procedure set forth in Section Rule 78.1 below to reserve an SVB Facility for an Event, as that term is defined therein. Users wishing to reserve any of the SVB Facilities for an Event must pay the security deposit as set forth in Section Rule 89.7 below.~~

~~6.1.9 Sealing, jumping, or climbing upon any SVB Facility equipment or structure is prohibited.~~

6.2 Waiver of Liability, Indemnification

Users of the SVB Facilities expressly undertake (as set forth in Section Rule 89.8 below) to indemnify, and hold harmless, the District from any and all liability and/or injury, loss, or damages arising out of use of any SVB Facility, whether it be caused by the negligence of the District, the District's agents or employees, or otherwise.

6.3 Damages, Repairs, and Inspection

Users of SVB Facilities agree to be responsible for all damages to buildings, grounds, fields, and equipment incident to their use of the SVB Facilities. Users shall make no temporary or permanent modifications to any SVB Facility without the prior written consent of the District. The District or its designee may inspect the subject premises at any time, as set forth in Section 9.2.

~~The District or its designee may inspect the subject premises as set forth in Section Rule 89.2 below.~~

6.4 Participants and Attendees

A user organizing an Event on any SVB Facility among other users is responsible for ensuring that all participants and attendees at user's activity are aware of the rules established by the District for use of District SVB Facilities. The Event Organizer~~organizing user~~ is responsible for any and all damages to buildings, grounds, fields, and equipment caused by participants and attendees. If the Organizer's organizing user's activity on any SVB Facility is open to any non-residents of the District, then no person shall be denied the equal privileges and enjoyment of having free and open access to the Organizer's user's Event on the basis of race, color, creed, religion, national origin, or sexual orientation. Access may not be limited on the basis of age or sex except insofar as the goals or purposes of the activity require such limitation and are lawful.

6.5 Abandoned Property

Any property left on any SVB Facility shall, after a period of ten (10) days from the last day of the scheduled use, be deemed abandoned and shall become property of the District to be disposed of or utilized at the District's sole discretion.

7. USE OF DOG PARK FACILITIES

7.1 Access to the Dog Parks

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Access to the Harmony dDog pParks is limited to Harmony Residents, property owners and residents, their gGuests, and annual pPass hHolders.

7.2 User Responsibility

7.2.1 For the safety of all peoplepersons and dogs, all dog park rules must be strictly adhered to all users of the Harmony Dog Parks must exercise vigilance and strict adherence to the District Rules, as set forth herein.

7.2.2 Violators may have their access to the District Ddog pParks restricted, be charged with trespassing, or both.

7.2.3 Users of the District Ddog pParks do so at their own risk.

7.2.4 Please rememberUsers must apply common sense rules aboutwhen approaching or otherwise interacting with a strangean unknown dog. Neither the Harmony CDDCDD, nor the Harmony community, nor any affiliated boards, employees, or consultants shall be liable for any injury nor any damage sustained while using the District Ddog pParks.

7.3 General Policies

7.3.1 No animals other than dogs are allowed in the District Dog Parks. The Harmony dog parks are off-leash areas of the dog parks are for the exclusive use of dogs, their handlers, and those accompanying them. No other use is permitted. No animals other than dogs are allowed in the dog parks.

7.3.2 Organized people-dog activities that require a dedicated portion of the park or that may inhibit regular individual enjoyment must be requested through the Special Event Application Process, as outlined in sSection 8 of these rules.

7.3.3 Handlers must pick up any waste left by their dogs. For the convenience of dog owners and dog park users, Doggie-pot stations and waste receptacles are available in the dog parks and throughout the Harmony community for your use.

7.3.4 Dogs must be on a-leashes whenwhile entering and exiting thea dog parks. Handlers must, at all times, have possession of the dog-leash-at all timesleashes on their dogs.

7.3.5 Dogs musts, at all times, be under the controlwithin view of their handler and in view ofunder control of their handler-at all times.

7.3.6 Handlers acting alone must be sixteen (16) years of age or older.

7.3.67 The maximum number of dogs per handler is two (2).

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- 7.3.8 No unvaccinated dogs are permitted in an off-leash dog park area.
- 7.3.9 No female dog in heat is allowed inside the dog parks, or in close proximity to any dog entering or exiting an off-leash dog park area.
- 7.3.710 Dogs must be removed from the dog parks at the first sign of aggression. No spiked collars are permitted.
- 7.3.8 No female dogs in heat are allowed inside the dog parks or in close range to any dogs entering or exiting the dog parks.
- 7.3.911 Handlers are responsible for any injuries or property damage caused by the dog(s) under their control. Handlers must fill in all holes dug up by the dog(s) under their control.
- 7.3.10 No unvaccinated dogs are permitted in the dog parks.
- 7.3.142 Children younger than twelve (12) years of age must be supervised by an adult while within the confines of an off-leash in the dog parks.
- 7.3.123 No smoking, alcoholic beverage, or glass container of any kind is permitted in thean off-leash dog parks area.
- 7.3.13 No glass containers of any kind are permitted in the dog parks.
- 7.3.14 No food is permitted in thean off-leash dog parks area, except for training treats.
- 7.3.15 Hanging objects of any kind fromon the fences surrounding any structure with a around or throughout the dog parks is prohibited.

78. SPECIAL EVENT APPLICATION PROCESS

78.1 Recreation Facility Reservations

Use of District Facilities is scheduled on a “**first come, first served** basis.” The Event Organizer must submit a Harmony Community Development District Parks and Recreation Facility Usage Application to the District Manager no later than **fifteen (15) calendar days** prior to the Event. A copy of this Application is attached hereto and available on the District website, www.harmonycdd.org/public-records/rules. ~~If In there is case of a date conflict of dates,~~ the Organizer will be notified by the District Manager after receiving and reviewing the Application.

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78.2 Event Approval or Denial

After review of the application, the District Manager may approve or deny the application. The District Manager will inform the Event Organizer within **five (5) calendar days** after receipt of the application as to the approval or denial of the Event.

8.3 Event Examples

The following list of Special Events does not identify every possible Special Event, but should provide a guideline as to the types of Special Events that may be held on District property. Questions should be directed to the District Manager.

Special-Typical Events:

- | | |
|---|--|
| ▪ Birthday Parties | — Wedding, Graduation , <u>and other receptions</u> |
| ▪ Anniversary Parties | ▪ Garage Sales |
| ▪ Graduation , <u>and other receptions</u> | ▪ Beauty Pageants |
| ▪ Club Activities | ▪ Magic Shows |
| ▪ Instructional Classes | ▪ <u>Garage Sales</u> |
| ▪ Registrations | ▪ Concerts |
| ▪ Plays/-Musicals | ▪ Dances |
| ▪ <u>Club Activities</u> | ▪ Auctions |
| ▪ <u>Registrations</u> | ▪ Athletic Events |
| ▪ Walk-a-thons | ▪ Political Events |
| ▪ <u>Beauty Pageants</u> | ▪ Religious <u>Events</u> |
| ▪ Dog Shows or other pet shows | |
| ▪ Events | |

78.34 Review of Application

In addition to the Special Event logistics, the District Manager's review of the application will take into consideration and assess all factors in the best interests of the District:

78.34.1 Time of the performance or function and the duration of the Special Event.

78.34.2 Any disruption of the normal use of District Recreation Facilities.

78.34.3 Whether the Special Event is consistent with the family atmosphere desired to be maintained in the Harmony Community.

78.34.4 Whether the Special Event is consistent with Harmony's Restrictions, Guidelines, and Goals Concerning Companion Animals, Habitat, and Wildlife.

78.45 Event Logistics

The Event Organizer must provide the District Manager with detailed Event information and copies of required documents at the time the Event Organizer schedules the Event with the District Manager. Such information and documents may include, but are not limited to, the following:

78.45.1 Payment of Fees

Event Organizer must pay all applicable fees to the District Manager at the time the Event is scheduled with the District Manager. Individuals, organizations, or companies assessed fees during or after the Event will be invoiced by the District Manager. All assessed fees must be paid to the District Manager no later than fifteen (15) calendar days after invoice date.

78.45.2 Fee Schedule

The fee(s) that an Event Organizer may be required to pay a user fee are assigned pursuant to a fee schedule included in Chapter 3, Membership Rates, Fees, and Charges for Use of Recreational Facilities Section 4.2, Special Event Fee Schedule, as adopted by the Board and kept at assessed by the District Manager's office.

78.45.3 Event Map/ Layout

A physical layout of the Event site, including parking, and traffic flow, and the location of any tents, stands, or other temporary structures, must be included provided.

78.45.4 Event Agenda

A listing, with times, other of all functions times, etc associated with an Event must be provided.

78.45.5 Vendor/Supplier List

The names, addresses, and phone numbers of all food and merchandise vendors, rental companies, subcontractors, and any other groups operating at the an event Event must be provided.

78.45.6 Logistical Schedule of Event

The timing, personnel, and organizations that will be involved with the deliveries, setup, and cleanup of an Event must be provided.

78.45.7 Tent Permits/Fire Retardant Certificates

A tent permit can be obtained through the County Zoning and Code Enforcement Department. All tents larger than 10' x 10' A tent structure covering an area of 100 square feet or greater must have a permit. To receive a permit, a map

~~approved by the District must be submitted~~ showing the location of all tents must be submitted and approved by the District. Proof of a fire retardant certificate for each tent is required. ~~Contact Information: For details on these matters,~~ Contact the County Zoning and Code Enforcement Office at the address provided on the ~~current Event application~~ Application form.

78.45.8 County Alcohol Permit

Approval of a County Alcohol Permit Application must be secured. For details on how this is done, ~~Contact Information: Contact~~ contact the County Parks and Recreation Department at the address provided on the ~~current Event application~~ Application form.

78.45.9 Other Approvals

Street closure approval and any other applicable government-issued permits and approvals are the responsibility of the Event Organizer.

89. USE OF DISTRICT RECREATION FACILITIES FOR SPECIAL EVENTS

The Organizer shall not commit, nor cause to be committed, any waste on the District property. The premises must be maintained in a neat, clean, and sanitary condition at all times, and the Organizer must use his or her best efforts to deter vandalism and protect the premises, equipment, and improvements maintained by the District. The Organizer agrees to report any emergencies, unusual incidents, or hazardous conditions to the District as soon as possible.

89.1 Maintenance

The District will perform ordinary maintenance for the subject premises; however, the Organizer will be responsible for preparing the premises for each Event and returning the premises to the condition in which they were found prior to the Event.

89.2 Inspection of Subject Premises Following Event

The District Manager or ~~its a~~ designee will complete an inspection of the subject premises immediately following, or as close to the end of, an Event as is reasonable given the timing and duration of the Event. Upon inspection, the District Manager or ~~its a~~ designee will assess any damage to the subject premises and will invoice the Event Organizer for the cost of the damage.

89.3 Signs

The Organizer is permitted to place signs and/or banners at the District Recreation Facility no more than **two (2) calendar days** prior to the Event. All such signs/banners must be erected and dismantled at the Organizer's expense. This Rule provision does not automatically authorize the specific placement of any such specific signs and/or banners, and their such placement shall be subject to any existing District Resolution/~~or~~ Rule or County Ordinance which regulates the placement of signs and/or banners. Upon completion of an Event, all signs and/or banners must be removed by 5:00 p.m. the following calendar day.

~~Upon completion of an Event, all signs and/or banners must be removed by 5:00 p.m. the following calendar day.~~

89.4 Event Times

All Events are to occur during normal operating hours of the identified District Recreation Facility in which the Event is being held, unless the District Manager authorizes an Event outside of the normal operating times.

89.5 Assumption of Risk

The Event Organizer assumes the sole and exclusive risk of weather conditions prohibiting performance of all or any part of the Special Events. The District makes no representations that the premises will be available on any dates, on which the Organizer may wish to reschedule an Event, other than the dates originally reserved.

89.6 Special Event Fees and Charges

89.6.1 Pursuant to the authority in Section 190.011 (10), Florida Statutes, and as may be provided by District resolutions ~~which may be amended from time to time and adopted by the Board of Supervisors at a publicly advertised meetings~~, the District may collect Special Event fees and/or charges as necessary ~~to for the conduct of District activities and services, per the schedule set forth in District Rules Refer to Chapter 3, Section 1.4.2, Special Event Fee Schedule, Membership Rates, Fees, and Charges for Use of Recreational Facilities for a list of such rates, fees, and charges.~~

89.6.2 Damage/Cleanup Statement (Charged on an individual event basis)

Any organization or individual who holds a Special Event on District property will be responsible for any area, park, or facility that is utilized during the Special Event. The Organizer must provide for cleanup after each Event. Any individual, organization, or company needing dumpster service in addition to the usual dumpster service provided by the District, must utilize Osceola County's current waste removal contractor, which is denoted on the Event Application Form.

~~Any individual, organization, or company needing dumpster service in addition to the usual dumpster service provided by the District, must utilize Osceola County's current waste removal contractor. Such organization or individual should contact Osceola County's current waste removal contractor as found on the current applications.~~

89.7 Damage Security Deposit

9.7.1 For each Event with ten (10) or more attendees, the District shall collect from the Event Organizer a security ~~damage~~ deposit of \$250.00 at the time the Event Organizer schedules the Event with the District Manager.

9.7.2 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 the District property and apply the security/~~damage~~ deposit to the charge.

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

89.8 Indemnification and Hold Harmless

9.8.1 The EVENT ORGANIZER SHALL sign the Harmony Community Development Parks and Recreation Facility Usage Application and therefore agree for the entity, corporation, organization, or individual and all of its agents, officers, directors, employees, consultants, or similar persons to BE LIABLE FOR ANY AND ALL DAMAGES, LOSSES, AND EXPENSES incurred by the District, CAUSED BY the acts and/or omissions of the Organizer, or any of its agents, officers, directors, employees, or the like.

9.8.2 The EVENT ORGANIZER AGREES TO INDEMNIFY³, DEFEND, AND HOLD THE DISTRICT HARMLESS⁴ for any and all claims, suits, judgments, damages, losses, and expenses, including but not limited to, court costs, expert witnesses, consultation services, and attorney's fees, arising from any and all acts and/or omissions of the Organizer, or any of its agents, officers, directors, employees, consultants, or similar persons.

9.8.3 The state, ~~state agency/agencies, or and~~ subdivisions of the state shall not be subject to this indemnification clause in accordance with ~~S-~~ection 768.28(19), Florida Statutes.

9.8.4 None of the indemnification or insurance requirements referenced in this Policy or in the Event Applications constitutes a waiver of sovereign immunity pursuant to Section, 768.28, Florida Statutes.

89.9 Insurance Requirements

89.9.1 In order to hold a Special Event, the requesting organization or individual must, **upon request of the District Manager**, furnish to the District Manager ~~with~~ proof of liability insurance, identifying the District as "**Additionally Insured**" for

³ As used in this policy, the phrase "indemnify" shall mean "to restore the victim of a loss, in whole or in part, by payment, repair, or replacement." Blacks Law Dictionary 769 (6th ed. 1990).

⁴ As used in this policy, the phrase "hold harmless" shall mean that the Organizer "assumes the liability inherent in a situation, thereby relieving the [District] of responsibility." Id. at 731.

the date of the Special Event, with the “Additionally Insured” declaration in said policy reading as follows: ~~Additional insured to read:~~ Harmony Community Development District. This name and the District’s address must be on all Certificates of Insurance.

89.9.2 Insurance shall be provided, at the discretion of the District Manager, for ~~the any~~ Events scheduled to occur on District property. The District Manager’s decision will be reasonable, fair, non-arbitrary, and informed. The District Manager will review the quantity of participants and the nature of the activity and/or product sales to make a final determination.

89.9.3 The Event Organizer is responsible for obtaining and submitting all required insurance certificates to the District Manager no later than **five (5) calendar days** prior to the Event date. Failure to provide this information within **five (5) calendar days** prior to the Event date will result in cancellation of the Event.

89.9.4 The District reserves the right to adjust insurance requirements on a per-Event basis.

89.9.5 Any Event Organizer requesting a waiver or reduction in the required insurance must submit written notification of the request with the application/permit to the District Manager no later than **fifteen (15) calendar days** prior to the Event date. If the organization or individual has ~~any~~ insurance-related questions, each is encouraged to contact the District Manager at the District Office.

PLEASE NOTE:

1. **Auto Liability Insurance** will be required in the amount of the general liability requirement if automobiles are used as part of the Event.
2. **Product Liability Insurance** will be required if there is food sales or consumption at the Event. Each food vendor must provide a Product Liability Insurance minimum of \$1,000,000.
3. **Workers Compensation** will be required if employees are hired for the Event, according to Florida State Statutes.
4. **Alcohol Liability Insurance** will be required if there is alcoholic beverage sales or consumption at the Event (Osceola County uses a minimum of \$1,000,000).

89.10 Special Event Approval

89.10.1 Approval/Denial Verification

The District Manager will provide written notification of the approval or denial of any special requests: e.g., insurance waiver or revisions, policy waivers, or any other special request submitted in writing by the Event Organizer.

89.10.2 Revisions or Adjustments to Application

No revisions or adjustments to a final approved application or related items may be made without prior written notification to and written approval from the District Manager or designee.

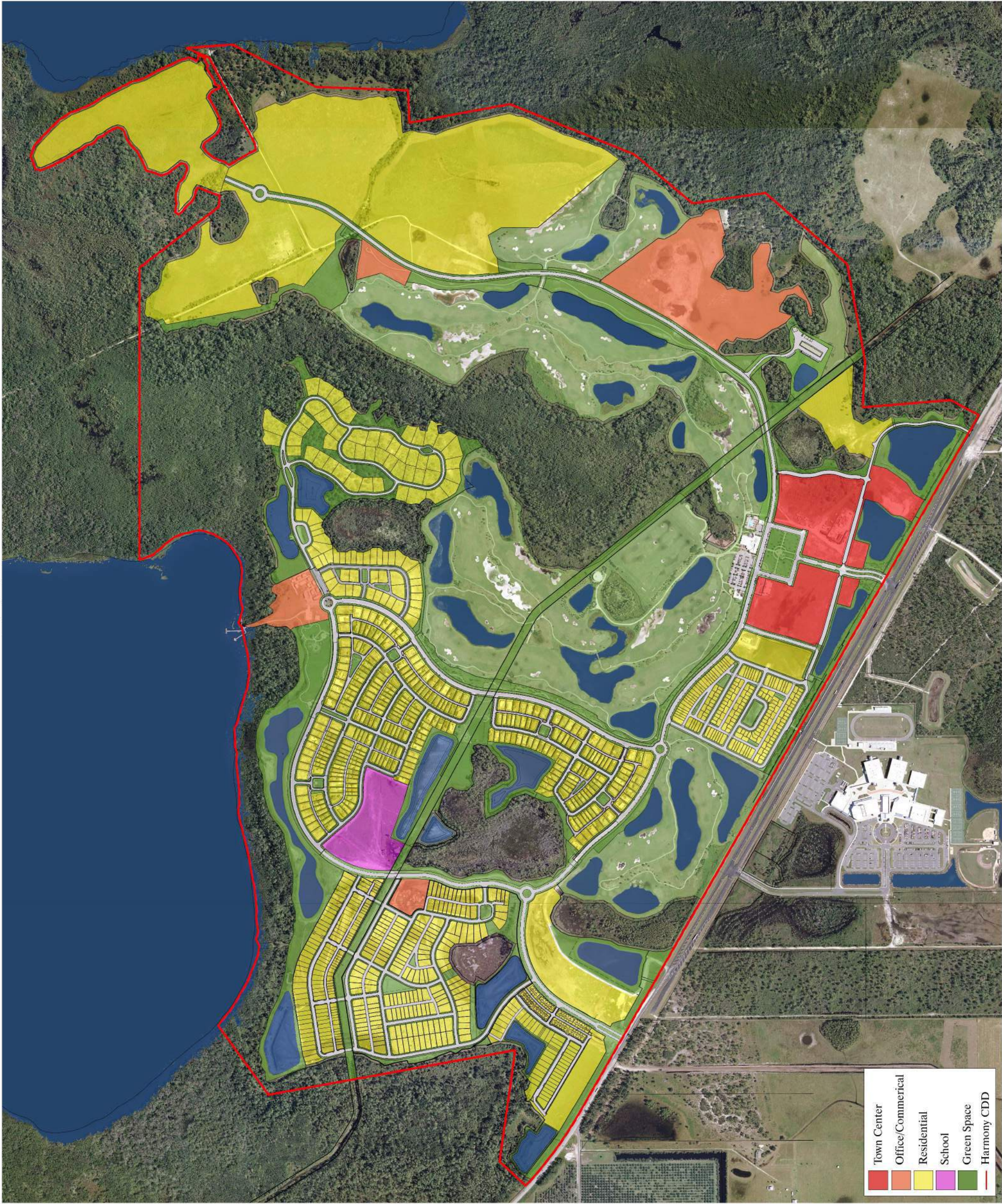
89.11 Responsibility Statement

An organization or individual planning and executing an Event within the boundaries of the District will abide by all applicable State, ~~County~~County, and District laws, rules, ordinances, and policies. The Organizer will also supply the District Manager with all the information, documentation, and insurance requirements necessary to assure that all parties involved with the Event will be in compliance. Failure to abide by the policies stated in this policy may affect future Special Event requests submitted by the individual or organization.

~~Failure to abide by the policies stated in this policy may affect future Special Event requests submitted by the individual or organization.~~

The District has taken all readily achievable measures to ensure that all District Facilities comply with the Americans with Disabilities Act (ADA).

IN ACCORDANCE WITH THE PROVISIONS OF THE ADA, ANY PERSONS IN NEED OF ANY SPECIAL ACCOMMODATION(S) TO UTILIZE THESE RECREATIONAL FACILITIES ~~SHALL~~MAY CONTACT THE DISTRICT MANAGER AT THE ADDRESS LISTED IN RULE SECTION 1.6 ABOVE.



Harmony CDD

Osceola County, Florida



AERIAL SOURCE: OSCEOLA COUNTY 2005 AERIALS

HARMONY CDD

Access Card Registration

NAMES OF RESIDENTS: *(Please designate ages for children)*

ADDRESS: _____

☐ **Owner** ☐ **Renter, Lease Expiration Date:** _____

TELEPHONE: _____ **EMAIL:** _____

Initial access cards are free to all resident owners 12 years of age and older.
Residents who rent a home in Harmony are required to pay a fee of \$10.00 per card.
Replacement cards (for any reason) are \$10 each.

POOL GUIDELINES: NO NIGHT TIME SWIMMING!

- ▶ Swimming is only permitted during the posted hours of operation.
- ▶ Children 15 years of age and younger must be under adult supervision to use the pool.
- ▶ Residents may bring a maximum of four (4) guests per family to the pool.

BOAT DOCK GUIDELINES:

- ▶ The boat dock facilities are open to residents ages 12 and older with a valid access card.
Children ages 11 and younger must be under adult supervision at the boat dock.

RULES:

- ▶ For a complete list of recreational facility rules, please refer to Chapter 4, Harmony CDD Park and Recreation Facility Rules available on the website, www.HarmonyCDD.org.

WAIVER: I understand that the Harmony Community Development District (“District”) assumes no responsibility for injuries or illness that I may sustain as a result of my physical condition or resulting from my participation in any activities, sports, use of the pool, use of the boat dock, use of the playgrounds or other activities at any of the District’s recreational facilities. I expressly acknowledge on behalf of myself and my heirs that I assume the risk for any and all injuries and illness that may result from my participation in the activities. I hereby release and discharge the Harmony Community Development District, its agents, servants and employees from any claims for injury, illness, death, loss or damage that I may suffer as a result of my participation in these activities. I understand that the Harmony Community Development District is not responsible for personal property lost or stolen while participating at the Harmony boat dock, pools and other recreational facilities.

ACCEPTANCE: I acknowledge the waiver as set forth above and agree to its terms. I have read and agree to abide by the Harmony CDD Park and Recreation Facility Rules. I also understand that I am financially responsible for any damages caused by me or my family members.

Signature of Adult Resident

Date

HARMONY COMMUNITY DEVELOPMENT DISTRICT PARKS AND RECREATION FACILITY USAGE APPLICATION

PERSONAL/INDIVIDUAL USE APPLICATION

IMPORTANT: Please type or print legibly. All sections must be completed. Some applications may require additional review and approval from the District. **Usage will only be confirmed if all appropriate information has been supplied.**

APPLICANT INFORMATION

Name: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Fax: _____ E-mail: _____

EVENT INFORMATION

Type of event: _____

Requested location: _____

Event date(s): _____

Times From: _____ (a.m./p.m.) To: _____ (a.m./p.m.)

Anticipated # of attendees: _____ What age group? _____

NOTE: *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.*

DAMAGE DEPOSIT

For each event with 10 or more attendees, the District shall collect from the event organizer a **Damage Deposit** in the amount **\$250** at the time the event is scheduled with the District Manager.

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 the District property and apply the Damage Deposit to the charge.

If the damage to the District property is less than the Damage Deposit, the excess amount from the deposit shall be returned to the event organizer. If the damage to the District property exceeds the Damage Deposit, the event organizer shall be charged for the property damages. All damage charges must be paid to the District no later than 15 days after invoice date.

VENDORS/MERCHANDISE

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.

How many vendor/merchandise locations will your event require? _____

Please describe vendors/type that will occur on day of event: _____

A complete detailed listing of names must be provided of all vendors. Please attach a list with the names, addresses, phone numbers and types of service of any person(s) that you have an agreement/contract for any service they will provide for you.

Attached: ☐ Yes ☐ No

CATERING

Will your event require catering? ☐ Yes ☐ No

Name of Company: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Work Phone: _____ Fax: _____

Cell/Pager: _____ Email: _____

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

INDEMNIFICATION AND HOLD HARMLESS

The **EVENT ORGANIZER** agrees that this application applies to the individual and all of his or her agents, officers, directors, employees, consultants or similar persons.

UPON SIGNATURE of this application, **THE EVENT ORGANIZER AGREES TO BE LIABLE** for any and all damages, losses and expenses incurred by the District, caused by the acts and/or omissions of the event organizer, or any of its agents, officers, directors, employees, consultants or similar persons.

THE EVENT ORGANIZER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE DISTRICT HARMLESS for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the organizer, or any of his or her agents, officers, directors, employees, consultants or similar persons.

The State, agency or subdivision of the State shall not be subject to this indemnification clause in accordance with Section 768.28(19), Florida Statutes.

None of the indemnification or insurance requirements referenced in the Harmony Community Development District Parks and Recreation Facilities Policy or in this Application constitute a waiver of sovereign immunity pursuant to Section 768.28, F.S.

SIGNATURE OF APPLICANT/EVENT ORGANIZER

ACKNOWLEDGEMENT:

- *I understand that this is an application only and does not obligate the Harmony Community Development District in any fashion to reserve any facility and/or approve any event.*
- *I have read, understand, and agree to abide by the policies set forth by the Harmony Community Development District in Chapter 4, Parks and Recreation Facilities Rules.*
- *If approved, I understand that I must have a copy of the signed, approved application in my possession at the event or I will be denied access for this event.*

Signature: _____

Date: _____

Printed Name: _____

APPROVAL FROM HARMONY CDD

Signature: _____

Date: _____

Printed Name: _____

Title: _____

HARMONY COMMUNITY DEVELOPMENT DISTRICT PARKS AND RECREATION FACILITY USAGE APPLICATION

ORGANIZATION/COMPANY USE APPLICATION

IMPORTANT: Please type or print legibly. All sections must be completed. Some applications may require additional review and approval from the District. **Usage will only be confirmed if all appropriate information has been supplied.**

APPLICANT INFORMATION

Name of Entity/Organization/Company: _____

Address: _____

Type of Organization: ☐ Non-Profit ☐ Commercial ☐ Government ☐ Private
If Non-Profit, does your organization hold a current 503(c)(3) certificate? ☐ Yes ☐ No

Contact Person: _____ E-mail: _____

Work Phone: _____ Cell Phone: _____

EVENT INFORMATION

Type of event: _____

Requested location: _____

Event date(s): _____ Times From: _____ (a.m./p.m.) To: _____ (a.m./p.m.)

Anticipated # of attendees: _____ What age group? _____

NOTE: *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.*

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Please describe vendors/type that will occur on day of event: _____

A complete detailed listing of names must be provided of all vendors. Please attach a list with the names, addresses, phone numbers and types of service of any person(s) that you have an agreement/contract for any service they will provide for you.

Attached: ☐ Yes ☐ No

CATERING

Will your event require catering? ☐ Yes ☐ No

Name of Company: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Work Phone: _____ Fax: _____

Cell/ Pager: _____ Email: _____

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.

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Phone (407) 343-2380

County Waste Management: Phone (407) 847-7370

INDEMNIFICATION AND HOLD HARMLESS

The EVENT ORGANIZER agrees that this application applies to the entity, corporation or organization and all of its agents, officers, directors, employees, consultants or similar persons.

UPON SIGNATURE of this application, THE EVENT ORGANIZER AGREES TO BE LIABLE for any and all damages, losses and expenses incurred by the District, caused by the acts and/or omissions of the event organizer, or any of its agents, officers, directors, employees, consultants or similar persons.

THE EVENT ORGANIZER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE DISTRICT HARMLESS for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the organizer, or any of his or her agents, officers, directors, employees, consultants or similar persons.

The State, agency or subdivision of the State shall not be subject to this indemnification clause in accordance with Section 768.28(19), Florida Statutes.

None of the indemnification or insurance requirements referenced in the Harmony Community Development District Parks and Recreation Facilities Policy or in this Application constitute a waiver of sovereign immunity pursuant to Section 768.28, F.S.

SIGNATURE OF APPLICANT/EVENT ORGANIZER

ACKNOWLEDGEMENT:

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- *I have read, understand, and agree to abide by the policies set forth by the Harmony Community Development District in Chapter 4, Parks and Recreation Facilities Rules.*
- *If approved, I understand that I must have a copy of the signed, approved application in my possession at the event or I will be denied access for this event.*

Signature: _____

Date: _____

Printed Name: _____

APPROVAL FROM HARMONY CDD

Signature: _____

Date: _____

Printed Name: _____

Title: _____

HARMONY CDD

Speaking Request Form

Name: _____
(please print clearly)

Address: _____

The Agenda item that I wish to speak to:

Audience Comments

Other Agenda Item, number

My written comments:

- *If you desire to speak on more than one topic, please complete a separate form for each agenda item.*
- *Please limit your comments to three minutes.*
- *Groups should designate a spokesperson to avoid duplication of comments on similar issues.*
- *The Public Comment Period is for comments, not for debate or dialogue with the Board.*
- *Comments should be directed to issues rather than the Board or an individual Board member.*

Harmony Community Development District

Boat Use Agreement

Name: _____ First Initial of Last Name _____
 Address: _____ Driver License # _____

 Home Phone: _____ Other Phone: _____

In consideration of the use of Buck Lake Park boats and equipment, I agree to the following terms and conditions:

1. I agree to return the boat and all equipment immediately following the completion of use in as good condition as I received it, but in no event later than the time stated above on such date.
2. The boat and all keys and equipment shall be returned to the Dockmaster, or to a location that the Dockmaster may direct, at the conclusion of my use.
3. I will only use the boat and equipment within the boundaries of Buck Lake Park and agree not to remove the boat or any equipment from Buck Lake Park.
4. I represent that (A) I am familiar with the operation and use of the boat; (B) I have received and I understand any requested instruction on its operation; (C) I can operate and control this boat in accordance with the instructions given to me; and (D) I will not allow operation of the boat by any person other than myself.
5. **I FURTHER AGREE TO ACCEPT ALL RISKS ASSOCIATED WITH THE USE AND OPERATION OF THE BOAT AND EQUIPMENT, including, without limitation, risks involving boat malfunction, falling overboard, changes in weather conditions, conflicts with wildlife or other unforeseeable circumstances. I UNDERSTAND THAT BUCK LAKE PARK IS NOT STAFFED WITH PERSONNEL THAT CAN PROVIDE IMMEDIATE EMERGENCY SUPPORT TO ME OR MY PARTY.**

INITIAL _____

6. I further agree that I am responsible for all applicable federal, state and local boating laws when operating the boat.
7. If the boat exhibits any signs of a malfunction, I agree to return it to the dock immediately to be repaired or replaced.
8. I further agree to pay for any damage sustained by the boat and any equipment loss during the time of my possession, and to pay any damages to the facilities or grounds of Buck Lake Park caused by the use of the boat. I understand that upon completion of repairs I may incur additional charges.

(PLEASE TURN OVER)

9. I, on behalf of myself and my party, **RELEASE THE HARMONY COMMUNITY DEVELOPMENT DISTRICT, BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP AND THEIR AFFILIATES FROM LIABILITY FOR AND AGREE TO INDEMNIFY THEM AGAINST ALL LOSSES INCURRED AS A RESULT OF (i) the failure of me or any member of my party to fulfill any condition of this Agreement, (ii) injury or property damage (including, without limitation, injury to me or any member of my party) arising out of or in any way connected with the operation of the boat and equipment during my possession of the boat, regardless of whether I was operating the boat at the time of the incident, or (iii) the failure of me or any member of my party to comply with any applicable federal, state or local laws.**

INITIAL

10. **HARMONY COMMUNITY DEVELOPMENT DISTRICT, BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLP AND THEIR AFFILIATES, SHALL NOT BE LIABLE for any and all claims for loss, damage or injury of any nature whatsoever to person or property resulting in any way from or in any fashion arising from, connected with or resulting from occupancy and use of the reserved boat, WHETHER CAUSED BY NEGLIGENT ACTS OF HARMONY COMMUNITY DEVELOPMENT DISTRICT, BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLP AND THEIR AFFILIATES, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE.**

INITIAL

11. I understand that my privilege to use the lake, including, without limitation, the use of the boat and equipment, can be suspended or terminated upon a breach of any term or condition of this Agreement or if I or members of my party fail to adhere to posted rules pertaining to Buck Lake Park.

Signed: _____ Date: _____
Operator

Signed: _____ Date: _____
Parent/Guardian if operator under 21 years

Witness: _____ Date: _____

Witness certifies that the Operator and/or Parent/Guardian of Operator has reviewed each provision contained in this agreement and specifically read, initialed, and agreed to the provisions in bold print above.

11B.

HARMONY COMMUNITY DEVELOPMENT DISTRICT

RULES OF PROCEDURE Chapter 1

DRAFT

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- 1.1 General**
- 1.2 Board of Supervisors; Officers and Voting**
- 1.3 Public Information and Inspection of Records**
- 1.4 Meetings and Workshops**
- 1.5 Rulemaking Proceedings**
- 1.6 Decisions Determining Substantial Interests**
- 1.7 Procedure Under Consultants' Competitive Negotiations Act**
- 1.8 Purchase of Goods, Supplies or Materials**
- 1.9 Contracts for Construction of Authorized Project**
- 1.10 Contracts for Maintenance Services**
- 1.11 Design-Build Contract Competitive Proposal Selection Process**
- 1.12 Purchase of Insurance**
- 1.13 Bid Protests under Consultants' Competitive Negotiations Act**
- 1.14 Bid Protests Relating to Any Other Award**
- 1.15 Effective Date**

HARMONY COMMUNITY DEVELOPMENT DISTRICT GENERAL AND PROCEDURAL RULES

1.1 General.

1.1.1 The Harmony Community Development District (the “District”) was created by law, established pursuant to the provisions of Chapter 190, Florida Statutes, to provide for the management and financing of various systems facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.

1.1.2 Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

Specific Authority: 190.011, 120.53(4)
Law Implemented: 190.011, 120.53(4)

1.2 Board of Supervisors; Officers and Voting.

1.2.1 Board of Supervisors. The Board of Supervisors of the District (the “Board”) shall exercise the powers granted to the District. The Board shall consist of five members. Members of the Board must be residents of Florida, citizens of the United States, and residents and registered voters of the Harmony CDD.

1.2.2 Term of Officers. Board members shall hold office pursuant to Section 190.006, Florida Statutes. If, during the term of office of any Board member(s), one or more vacancies occur, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the unexpired term(s).

1.2.3 Vacancies: Quorum. Three members of the Board physically present in the same location shall constitute a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. However, if three or more vacancies occur at the same time, a quorum is not necessary to fill the vacancies. Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in these Rules or required by law. Members of the Board, as well as staff or employees of the District may be present by telephone, provided that quorum is present at the meeting location and that such telephone attendance is accomplished by speaker so that all present may hear and respond to the comments of the party attending by telephone. Nothing herein shall require the District to permit members of the public to attend a Board meeting by telephone.

1.2.4 Officers. At any Board meeting held after each election where the newly elected members take office, the Board must select a chair, treasurer, and secretary. The Board may also select a vice chair, assistant treasurers, and assistant secretaries. Such selection may be deferred to subsequent meetings.

1.2.4.1 The chair must be a member of the Board. If the chair resigns from that office or ceases to be a member of the Board, the Board shall select a chair to serve the remaining portion of the term, after filling the Board vacancy. The chair may be authorized to sign checks and warrants for the District, countersigned by the treasurer or other persons authorized by the Board. The chair may convene and conduct all meetings of the Board. In the event the chair is unable to attend a meeting, the vice chair or other member of the Board may convene and conduct the meeting.

1.2.4.2 The vice chair shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. If the vice chair resigns from that office or ceases to be a member of the Board, the Board shall select a vice chair to serve the remainder of the term, after filling the Board vacancy.

1.2.4.3 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. The District Manager may serve as secretary.

1.2.4.4 The treasurer need not be a member of the Board but must be a resident of Florida. The treasurer shall perform duties described in Sections 190.007(2)

and (3), Florida Statutes, as well as those assigned by the Board from time to time. The treasurer shall serve at the pleasure of the Board.

1.2.5 Committees. The Board may establish committees of the Board by formal motion referencing this rule, 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, contract negotiations, personnel matters, and budget preparation.

1.2.6 Record Book. The Board shall keep a permanent record book entitled “Record of Proceedings of the Harmony Community Development District,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, bonds, and corporate acts.

1.2.7 Meetings. The Board shall establish a schedule of regular meetings and may also meet upon call of the chair or three Board members. Nothing herein shall prevent the Board from holding other meetings as it deems necessary or from canceling any regularly scheduled meetings. A previously noticed regular meeting may be canceled, provided that notice of cancellation shall be given in substantially the same manner as notice for the meeting or in such other manner as may provide substantially equivalent notice of cancellation. All meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes.

1.2.8 Voting Conflict of Interest. The Board shall comply with Section 112.3143, Florida Statutes, so as to ensure the proper disclosure of conflicts of interests on matters coming before the Board for a vote. Nothing in this Rule shall prohibit the Board member with a voting conflict of interest from voting on a matter. For the purposes of this section, “voting conflict of interest” shall be governed by Chapters 112 and 190, Florida Statutes, as amended from time to time.

1.2.8.1 When a Board member knows that he/she 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 of the meeting. The member may then vote. The Board’s secretary shall prepare a memorandum of voting conflict which shall then be signed by the Board member who had the conflict.

1.2.8.2 If a Board member inadvertently votes on a matter and later learns he or she has a conflict thereon, the member shall immediately notify the Board’s secretary. Within fifteen days (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.

1.2.8.3 The memorandum shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the written memorandum. The Board member’s vote shall be unaffected by this filing.

Specific Authority:

190.011(5), 120.525

Harmony CDD

3

Chapter 1, Administrative Rules of Procedure, Revised draft #3

Adopted on _____

Law Implemented:

190.006(1), 190.006(4), 190.006(5),
190.006(6), 190.006(7), 190.006(9), 190.007,
112.3143, 120.525, 112.3143(4)(b)

DRAFT

1.3 Public Information and Inspection of Records.

1.3.1 Public Records. All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the “Record of Proceedings of the Harmony Community Development District,” may be copied or inspected at the local or regional offices of the District Manager during regular business hours.

1.3.2 Copies. Copies of public records shall be made available to the requesting person at a charge of \$.25 per page if not more than 8-1/2 by 14 inches, and for copies in excess of that size at a charge not to exceed the actual cost of reproduction. Certified copies of public records shall be made available at a charge of \$1.00 per page. If the nature or volume of public records requested to be inspected, examined, or copied is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance, a special service charge, which shall be reasonable and based on the actual cost incurred, may be charged in addition to the actual cost of duplication.

Specific Authority:

190.011(5)

Law Implemented:

190.006(7), 119.07(1)(a), 119.07(1)(b)

1.4 Meetings and Workshops.

1.4.1 Notice. Except in emergencies, or as otherwise provided in these Rules, at least seven (7) days' public notice shall be given of any meeting or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the county in which the District is located and shall state:

1.4.1.1 The date, time, and place of the meeting or workshop;

1.4.1.2 A brief description of the nature, subjects, and purposes of the meeting or workshop;

1.4.1.3 The address where persons may obtain a copy of the agenda.

1.4.1.4 The notice shall state that if a person decides to seek review of any official decision made at the Board meeting, a record of the proceedings will be required and the person intending to appeal will need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence necessary for the appeal.

1.4.1.5 When a previously noticed meeting is canceled, notice of cancellation shall be given in substantially the same manner as notice for the meeting or in any manner that will give adequate notice of cancellation.

1.4.2 Agenda. The District Manager shall prepare a notice of the meeting or workshop and an agenda. The notice and agenda shall be available to the public in the offices of the District Manager at least seven days before each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting.

1.4.3 Receipt of Notice. Persons wishing to receive, by mail, notices or agendas of meetings, may advise the District Manager or secretary at the Board's office. Such persons shall furnish a mailing address in writing and may be required to pay the cost of copying and mailing.

1.4.4 Emergency Meeting. The chair, or the vice chair if the chair is unavailable, may convene an emergency meeting of the Board without first having complied with Subsections 1.4.1, 1.4.2, and 1.4.3, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the chair shall make reasonable efforts to notify all Board members of an emergency meeting 24 hours in advance. Reasonable efforts may include telephone notification. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date, and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

1.4.5 Public Comment. The Board shall provide members of the public with a reasonable opportunity to be heard on a proposition before the Board. The Board shall, at the beginning of the meeting, designate a specified period of time for public comment on the meeting agenda. The opportunity to be heard need not occur at the same meeting at which the Board takes official action on the proposition if the opportunity occurs at a meeting

that is during the decision-making process and is within reasonable proximity in time before the meeting at which the Board takes the official action. The Board shall maintain orderly conduct and proper decorum in a public meeting.

1.4.5.1 Members of the public shall have three (3) minutes to address the Board.

1.4.5.2 In meetings in which a large number of individuals wish to be heard and wish to speak on the same side of a proposition before the Board, the Board may choose to allow representatives of groups or factions to address the Board on a proposition before the Board, rather than allowing all members of such groups or factions to speak individually.

1.4.5.3 Members of the public shall fill out the form prescribed by the Board and (incorporated herein by reference) in order to inform the Board of a desire to be heard, to indicate his or her support, opposition, or neutrality on a proposition, and to speak for him or her or his or her group on a proposition if he or she so chooses.

1.4.6 Budget Hearing: Budget Amendment. Notice of hearing on the annual budget(s) shall be in accordance with Section 190.008, Florida Statutes. Once adopted in accordance with Section 190.008, Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. 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. All expenditures in excess of 10% of any line item in the budget must be approved by the Board in advance of incurring such expense; however, in the case of an emergency expenditure affecting the health, safety, or welfare of the District, its residents, or landowners, such expenditures must be approved in advance by the chair, or in the absence of the chair, the vice chair.

1.4.7 Continuances. Any meeting of the Board or any item or matter included on the agenda or coming before the Board at a noticed meeting may be continued without re-notice or re-advertising provided that the continuance is to a specified date, time, and location publicly announced at the Board meeting where the item or matter came before the Board.

Specific Authority:

190.011(5), 120.525, 120.54(5)

Law implemented:

190.007(1), 190.008, 120.525, 120.54, 286.0114

1.5 Rulemaking Proceedings.

1.5.1 Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to the applicable provisions of Chapter 120, Florida Statutes, and these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District.

1.5.2 Notice of Rule Development.

1.5.2.1 Except when the intended action is the repeal of a rule, the District shall provide notice of the development of proposed rules by publication of a notice of rule development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by Subsection 1.5.3. The notice of rule development shall indicate the subject area to be addressed by rule development; provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and a statement of how a person may promptly obtain a copy of any preliminary draft, if available.

1.5.2.2 All rules should be drafted in accordance with Chapter 120, Florida Statutes.

1.5.3 Notice of Proceedings and. Proposed Rules.

1.5.3.1 Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes or the Laws of Florida being implemented, interpreted, or made specific. The notice shall include a 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), Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty-one (21) days after publication of the notice. The notice must state the procedure for requesting a public hearing on the proposed rule unless one is otherwise scheduled. Except when the intended action is the repeal of a rule, the notice shall include a reference both to the date on which and to the place where the notice of rule development that is required by Subsection 1.5.2 appeared.

1.5.3.2 The notice shall be published in a newspaper of general circulation in the county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.

1.5.3.3 The notice shall be mailed to all persons named in the proposed rule. Any person may file a written request with the District Manager or secretary at the Board's office to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. Notice will then be mailed to all

persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.

1.5.4 Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the District chair must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.

1.5.5 Petitions to Initiate Rulemaking. All petitions for the initiation of rulemaking proceedings pursuant to Section 120.54(7), Florida Statutes, must contain the name, address, and telephone number of the Petitioner; specific action requested; specific reason for adoption, amendment, or repeal; the date submitted; and shall specify 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 rule or action requested. Petitions to initiate rulemaking shall be filed with the District. The Board shall then act on the petition in accordance with Section 120.54(7), Florida Statutes (2014), except that copies of the petition shall not be sent to the Administrative Procedures Committee, and notice may be given in a newspaper of general circulation in the county in which the District is located.

1.5.6 Rulemaking Materials. After the publication of the notice to initiate rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of cost of copies, the following materials:

1.5.6.1 The text of the proposed rule, or any amendment or repeal of any existing rules;

1.5.6.2 A detailed written statement of the facts and circumstances justifying the proposed rule;

1.5.6.3 A copy of the statement of estimated regulatory costs if required by Section 120.541, Florida Statutes; and

1.5.6.4 The published notice.

1.5.7 Rulemaking Proceedings - No Hearing. When no hearing is requested and the Board chooses not to initiate a hearing on its own, or if the rule relates exclusively to organization, practice, or procedure, the Board may direct the proposed rule be filed with the District Office no less than twenty-eight (28) days following notice. Such direction may be given by the Board either before initiating the rule-adoption process or after the expiration of the twenty-one (21) days during which affected persons may request a hearing.

1.5.8 Rulemaking Proceedings - Hearing. If the proposed rule does not relate exclusively to organization, practice, or procedure, the District shall provide (upon request) 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. Any affected person may request a hearing within twenty-one (21) days after the date of publication of the notice of intent to adopt, amend or repeal a rule.

1.5.9 Request for a Public Hearing

1.5.9.1 A request for a public hearing shall be in writing and shall specify how the person requesting the public hearing would be affected by the proposed rule. The request shall be submitted to the District within twenty-one (21) days after notice of intent to adopt, amend, or repeal the rule is published as required by law, in accordance with the procedure for submitting requests for public hearing stated in the notice of intent to adopt, amend, or repeal the rule.

1.5.9.2 If the notice of intent to adopt, amend, or repeal a rule did not notice a public hearing and the District determines to hold a public hearing, the District shall publish notice of a public hearing in a newspaper of general circulation within the county in which the District is located at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing.

1.5.9.3 Written statements may be submitted by any person within a specified period of time prior to or following the public hearing. All timely submitted written statements shall be considered by the District and made a part of the rulemaking record.

1.5.10 Emergency Rule Adoption. 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. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the county in which the District is located. Notice of emergency rules shall be published as soon as practical in a newspaper of general circulation in the county in which the District is located. 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 and otherwise complies with these provisions

1.5.11 Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54, Florida Statutes.

1.5.12 Variances and Waivers. Variances and waivers from District rules may be granted subject to the provisions and limitations contained in Section 120.542, Florida Statutes.

Specific Authority:	190.011(5), 190.011(15), 120.54, 190.035
Law Implemented:	120.54, 190.035(2)

1.6 Decisions Determining Substantial Interests.

1.6.1 Conduct of Proceedings. Proceedings may be held by the District in response to a written request submitted by a substantially affected person within fourteen (14) days after written notice or published notice of District action or notice of District intent to render a decision. Notice of both action taken by the District and the District's intent to render a decision shall state the time limit for requesting a hearing and shall reference the District's procedural rules. If a hearing is held, the chair shall designate any member of the Board (including the chair), District Manager, District General Counsel, or other person to conduct the hearing.

1.6.1.1 The person conducting the hearing may:

1.6.1.1.1 Administer oaths and affirmations;

1.6.1.1.2 Rule upon offers of proof and receive relevant evidence;

1.6.1.1.3 Regulate the course of the hearing, including any prehearing matters;

1.6.1.1.4 Enter orders;

1.6.1.1.5 Make or receive offers of settlement, stipulation, and adjustment.

1.6.1.2 The person conducting the hearing 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.

1.6.1.2.1 The District shall issue a final order within forty-five (45) days:

1.6.1.2.1.1 After the hearing is concluded, if conducted by the Board;

1.6.1.2.1.2 After a recommended order is submitted to the Board and mailed to all parties, if the hearing is conducted by persons other than the Board; or

1.6.1.2.1.3 After the Board has received the written and oral material it has authorized to be submitted, if there has been no hearing.

1.6.2 Eminent Domain. After determining the need to exercise the power of eminent domain pursuant to Subsection 190.11(11), Florida Statutes, the District shall follow those procedures prescribed in Chapters 73 and 74, Florida Statutes. Prior to exercising the power of eminent domain, the District shall:

1.6.2.1 Adopt a resolution identifying the property to be taken;

1.6.2.2 If the property is beyond the boundaries of the District, obtain approval by resolution of the governing body of the county if taking will occur in an unincorporated area, or of the municipality if the taking will occur within the municipality.

1.6.3 Activity Coordination. To assure timely treatment of legitimate concerns and issues that arise in providing for and maintaining conservation areas, mitigation areas, and wildlife within the District, provision is hereby made for one member of the Board to be assigned, on an ad hoc basis, to serve as a point-of-contact for and to interact with:

1.6.3.1 The Owner Associations (e.g., residential, condominium) within the District to fact-find, bring before the Board, and address issues of mutual concern;

1.6.3.2 Any volunteer group formed by and of community residents who, of their own volition, undertake review activities affecting the habitat and who, through the point-of-contact, bring matters of concern before the Board for consideration.

[Expansion of this section to address concerns over the deletion of Chapter 1, Amendment 4]

Specific Authority:

190.011(5), 190.011(15)

Law Implemented:

190.011(11)

1.7 Procedure Under Consultants' Competitive Negotiations Act.

1.7.1 In order to comply with the requirements of Section 287.055, Florida Statutes (regarding certain types of professional services), the following procedures are outlined for selection of firms or individuals to provide professional services exceeding the thresholds herein described and in the negotiation of such contracts.

1.7.2 Definitions.

1.7.2.1 "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 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.

1.7.2.2 "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, 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, Florida Statutes, for CATEGORY TWO, as such categories may be amended from time to time by the State of Florida Department of Management Services to reflect inflation or other measures.

1.7.2.3 A "continuing contract" is a contract for professional services (of a type described above), entered into in accordance with this rule, between the District and a firm whereby the firm provides professional services for the District for work of a specified nature with no time limitation, except that the contract shall provide a termination clause.

1.7.2.4 "Emergency purchase" is a purchase necessitated by a sudden unexpected turn of events (e.g., 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 decides the delay incident to competitive bidding would be detrimental to the interests of the District.

1.7.3 Qualifying Procedures. In order to be eligible to submit a bid proposal, a firm must, at the time of receipt of the bid:

1.7.3.1 Hold all required applicable state professional licenses in good standing.

1.7.3.2 Hold all required applicable federal licenses in good standing, if any.

1.7.3.3 If the bidder is a corporation, hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.

1.7.3.4 Meet any prequalification requirements set forth in the project or bid specifications. Qualification standards may include but are not limited to, capability and adequacy of personnel, past record, and experience of the bidding entity.

1.7.4 Evidence: Evidence of compliance with this Rule may be submitted with the bid, if requested by the District.

1.7.5 Public Announcement. Prior to a public announcement that professional services are required for a project, the Board shall identify the project as meeting the threshold requirement. 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 by publishing a notice providing a general description of the project and the method for interested consultants to apply for consideration. The notice shall appear in at least one newspaper of general circulation in the county in which the District is located and in such other places as the District deems appropriate. The District may maintain lists of persons interested in receiving such notices. These persons are encouraged to submit annually statements of qualifications and performance data. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail or email. The Board has the right to reject any and all bids, and such reservation shall be included in the public announcement. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.

1.7.6 Competitive Selection.

1.7.6.1 The Board shall review and evaluate the data submitted in response to the notice described above 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 firms regarding their qualifications and/or public presentation, select, and list the firms, 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 as adopted by the Board for a specific type of professional service, including but not limited to the following:

1.7.6.1.1 The ability and adequacy of the professional personnel employed by each firm.

1.7.6.1.2 Each firm's past performance for the District in other professional employment settings.

1.7.6.1.3 The willingness of each firm to meet time and budget requirements.

1.7.6.1.4 The geographic location of each firm's headquarters or office in relation to the project.

1.7.6.1.5 The recent, current, and projected workloads of each firm.

1.7.6.1.6 The volume of work previously awarded to each firm.

1.7.6.1.7 Whether a firm is a certified minority business enterprise.

1.7.6.2 Nothing in these rules shall prevent the District from evaluating and eventually selecting a firm if fewer than three responses, including responses indicating a desire not to submit a formal bid on a given project, are received.

1.7.6.3 If the selection process is administered by any person 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.

1.7.7 Competitive Negotiation.

1.7.7.1 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.

1.7.7.2 In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017, 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.”

1.7.7.3 Should the District within twenty-one (21) days 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 unless modified by the Board, 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 within twenty-one (21) days (unless modified by the Board to the contrary), those negotiations shall be terminated and negotiations with the third most-qualified firm shall be undertaken.

1.7.7.4 Should the District be unable to negotiate a satisfactory agreement with any of the selected firms within twenty-one (21) days (unless modified by the Board to the contrary), 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.

1.7.7.5 Once an agreement with a firm or individual is reached, notice of the award or intent to award, including the rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District office for seven (7) days.

1.7.8 Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.

1.7.9 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)

Law Implemented:

190.011(3), 287.055, 190.033

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1.7 Purchase of Goods, Supplies, or Materials.

1.8.1 Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time, shall be purchased under the terms of these Rules. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices.

1.8.2 Definitions.

1.8.2.1 “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 involved. It includes printed instructions prescribing conditions for bidding and evaluation criteria, and provides for a manual signature of an authorized representative.

1.8.2.2 “Request for Proposal” 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, proposal instructions, work detail analysis, and evaluation criteria as necessary.

1.8.2.3 “Responsive bid/proposal” means a bid or proposal which conforms in all material respects to the specifications and conditions in the invitation to bid or request for proposal and these rules, and the cost components of which are appropriately balanced. A bid/proposal is not responsive if the person or firm submitting the bid fails to meet any requirement relating to the qualifications, financial stability, or licensing of the bidder.

1.8.2.4 “Lowest responsible bid/proposal” means, in the sole discretion of the Board, the bid or proposal (i) submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the lowest cost to the District. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.

1.8.2.5 “Goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices.

1.8.2.6 “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.

1.8.2.7 “Emergency purchase” means a purchase necessitated by a sudden unexpected turn of events (e.g., 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 bidding would be detrimental to the interests of the District.

1.8.3 Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following is appropriate:

1.8.3.1 The Board shall cause to be prepared an Invitation to Bid or Request for Proposal, as appropriate.

1.8.3.2 The Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.

1.8.3.3 The District may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail.

1.8.3.4 Bids or proposals shall be opened at the time and place noted on the Invitation to Bid or Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.

1.8.3.5 The Lowest Responsive and Responsible Bid or Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. The Board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board.

1.8.3.6 Notice of award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District office for seven (7) days.

1.8.3.7 If only one response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement for goods, supplies, or materials. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps are reasonably necessary in order to proceed with the procurement of goods, supplies, or materials.

1.8.3.8 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)
Law Implemented: 190.033

1.9 Contracts for Construction of Authorized Project.

1.9.1 Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190, 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, Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and comply with the bidding procedures of Section 255.20, Florida Statutes, as the same may be amended from time to time. In the event of conflict between these Rules and Section 255.20, Florida Statutes, the latter shall control. A project shall not be divided solely to avoid the threshold bidding requirements.

1.9.2 Procedure.

1.9.2.1 Notice of Invitation to Bid or Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than \$500,000 must be noticed at least thirty (30) days prior to the date for submittal of bids.

1.9.2.2 The District may maintain lists of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail and/or email.

1.9.2.3 To be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of its bid or proposal:

1.9.2.3.1 Hold all required applicable state professional licenses in good standing.

1.9.2.3.2 Hold all required applicable federal licenses in good standing, if any.

1.9.2.3.3 If the bidder is a corporation, hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.

1.9.2.3.4 Meet any special prequalification requirements set forth in the bid/proposal specifications.

1.9.2.4 Evidence of compliance with these Rules may be submitted with the bid or proposal, if required by the District.

1.9.2.5 Bids or proposals shall be opened at the time, date, and place noted on the Invitation to Bid or Request for Proposals. Bids and proposals shall be evaluated in accordance with the Invitation or Request and these Rules.

1.9.2.6 To assist in the determination of the lowest responsive and responsible bidder, the District Manager may invite public presentation by firms regarding

their qualifications, approach to the project, and ability to perform the contract in all respects.

1.9.2.7 In determining the lowest responsive and responsible bidder, the District Manager and Board may consider, in addition to factors described in the Invitation to Bid or Request for Proposal, the following criteria as adopted by the Board for a specific project, including but not limited to the following:

1.9.2.7.1 The ability and adequacy of the professional personnel employed by each bidder or proposer.

1.9.2.7.2 The past performance of each bidder or proposer for the District and in other professional employment settings.

1.9.2.7.3 The willingness of each bidder or proposer to meet time and budget requirements.

1.9.2.7.4 The geographic location of each bidder or proposer's headquarters or office in relation to the project.

1.9.2.7.5 The recent, current, and projected workloads of the bidder or proposer.

1.9.2.7.6 The volume of work previously awarded to each bidder or proposer.

1.9.2.7.7 Whether the cost components of each bid or proposal are appropriately balanced.

1.9.2.7.8 Whether a bidder or proposer is a certified minority business enterprise.

1.9.2.8 The Lowest Responsive and Responsible Bid/Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board. If the Board receives fewer than three responses to an Invitation to Bid or Request for Proposal, the Board may, in its discretion, re-advertise for additional bids without rejecting any submitted bid. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.

1.9.2.9 Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting the same in the District office for seven (7) days.

Specific Authority: 190.011(5)
Law Implemented: 190.033; 255.0525

1.10 Contracts for Maintenance Services.

1.10.1 Scope. All contracts for maintenance of any District facility or project shall be let under the terms of these Rules if the cost exceeds the amount provided in Sections 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be indexed or amended from time to time by the State of Florida Department of Management Services. The maintenance of these facilities or projects may involve the purchase of contractual services and/or goods, supplies, or materials as defined in herein. Where a contract for maintenance of such a facility or project includes goods, supplies, materials, and/or contractual services, the District may, in its sole discretion, award the contract according to the Rules in this subsection in lieu of separately bidding for maintenance, goods, supplies, materials, and/or contractual services. However, a project shall not be divided solely in order to avoid the threshold bidding requirements.

1.10.2 Procedure.

1.10.2.1 Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.

1.10.2.2 The District may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail or email.

1.10.2.3 In order to be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of the bids or proposals:

1.10.2.3.1 Hold the required applicable state professional license in good standing.

1.10.2.3.2 Hold all required applicable federal licenses in good standing, if any.

1.10.2.3.3 Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation.

1.10.2.3.4 Meet any special prequalification requirements set forth in the bid proposal specifications.

1.10.2.4 Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

1.10.2.5 Bids or proposals shall be opened at the time, date, and place noted on the Invitation to Bid or Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.

1.10.2.6 To assist in the determination of the lowest responsive and responsible bidder, the District Manager may invite public presentation by firms regarding

their qualifications, approach to the project, and ability to perform the contract in all respects.

1.10.2.7 In determining the lowest responsive and responsible bidder, the District Manager and the Board may consider, in addition to factors described in the Invitation to Bid or Request for Proposal, the following criteria as adopted by the Board for a specific type of maintenance service, including but not limited to the following:

1.10.2.7.1 The ability and adequacy of the professional personnel employed by each bidder or proposer.

1.10.2.7.2 The past performance of each bidder or proposer for the District and in other professional employment settings.

1.10.2.7.3 The willingness of each bidder or proposer to meet time and budget requirements.

1.10.2.7.4 The geographic location of each bidder or proposer's headquarters or office in relation to the project.

1.10.2.7.5 The recent, current, and projected workloads of the bidder or proposer.

1.10.2.7.6 The volume of work previously awarded to each bidder or proposer.

1.10.2.7.7 Whether the cost components of each bid or proposal are appropriately balanced.

1.10.2.7.8 Whether a bidder or proposer is a certified minority business enterprise.

1.10.2.8 The lowest responsive and responsible bid/proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders or proposers to furnish performance and/or other bonds with a responsible surety. If the Board receives fewer than three responses, the Board may, in its discretion, re-advertise for additional bids or proposals without rejecting any submitted bid or proposal. In the event the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, all bids/proposals may be rejected. Bidders or proposers not receiving a contract award shall not be entitled to recover any costs of bid/proposal preparation or submittal from the District.

1.10.2.9 Notice of the award or intent to award, including rejection of some or all bids or proposals, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting the same in the District office for seven (7) days.

Specific Authority: 190.011(5)
Law Implemented: 190.033

Harmony CDD 22
Chapter 1, Administrative Rules of Procedure, Revised draft #3
Adopted on _____

1.11 Design-Build Contract Competitive Proposal Selection Process.

1.11.1 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:

1.11.2 Procedure.

1.11.2.1 The District shall utilize a design criteria professional meeting the requirements of Section 287.055(2)(K), Florida Statutes, when developing a design criteria package, evaluating the responses or bids 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 or may be retained using Section 1.7, Procedure under Consultants' Competitive Negotiations Act.

1.11.2.2 A design criteria package for the construction project shall be developed and sealed by the design criteria professional. The package shall include concise, performance-oriented drawings or specifications of the project, and shall include sufficient information to put interested firms on notice of substantially all of the requirements of the project. 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. All 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.

1.11.2.3 The Board, in consultation with the design criteria professional, shall establish the standards and procedures for the evaluation of design-build proposals based on price, technical aspects, and design aspects of the project, weighted for the project.

1.11.2.4 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:

1.11.2.4.1 A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the County in which the District is located. The notice shall allow at least seven (7) days for submittal of proposals, unless the Board, for good cause, determines a shorter period of time is appropriate.

1.11.2.4.2 The District may maintain qualification information, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and other factors, on design-build firms. Such firms shall receive a copy of the request for proposals by mail.

1.11.2.4.3 In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:

1.11.2.4.3.1 Hold the required applicable state professional license in good standing, as defined by Section 287.055(2)(h), Florida Statutes;

1.11.2.4.3.2 Hold all required applicable federal licenses in good standing, if any;

1.11.2.4.3.3 Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 807, Florida Statutes, if the bidder is a corporation;

1.11.2.4.3.4 Meet any special prequalification requirements set forth in the design criteria package.

1.11.2.5 Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

1.11.2.6 The Board shall select no fewer than three design-build firms as the most qualified, based on the information submitted in the response to the request for proposals, and in consultation with the design criteria professional, shall evaluate their proposals based on the evaluation standards and procedures established prior to the solicitation of requests for proposal.

1.11.2.7 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. Failing accord with the second most-qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third firm. 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.

1.11.2.8 After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.

1.11.2.9 The design criteria professional shall evaluate the compliance of the project construction with the design criteria package, and shall provide the Board with a report of the same.

1.11.3 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.

Specific Authority:

190.011(5)

Law Implemented:

190.033; 255.20

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Adopted on _____

1.12 Purchase of Insurance.

1.12.1 Scope. The purchase of life, health, accident, hospitalization, legal expense, or annuity insurance, or all or any kind of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expense insurance for the dependents of such officers and employees upon a group insurance plan by the District, shall be governed by these Rules. Nothing in these Rules shall require the District to purchase insurance.

1.12.2 Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:

1.12.2.1 The Board shall cause to be prepared a Notice of Invitation to Bid.

1.12.2.2 Notice of Invitation to Bid shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.

1.12.2.3 The District may maintain a list of persons interested in receiving notices of invitations to bid. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail or email.

1.12.2.4 Bids shall be opened at the time and place noted on the Invitation to Bid.

1.12.2.5 If only one response to an Invitation to Bid 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.

1.12.2.6 The Board has the right to reject any and all bids, and such reservations shall be included in all solicitations and advertisements.

1.12.2.7 Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies which 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 District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, past performance for 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 need of the District, its officers, employees, and/or dependents.

1.12.2.8 Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting the same in the District office for seven (7) days.

Specific Authority:

190.011(5)

Harmony CDD

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Chapter 1, Administrative Rules of Procedure, Revised draft #3

Adopted on _____

Law Implemented:

112.08

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1.13 Bid Protests Under Consultants' Competitive Negotiations Act.

1.13.1 Resolution of Protests. Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid or proposal under Sections 1.7 or 1.11 shall be in accordance with this section.

1.13.2 Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract (including rejection of some or all bids) by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District office for seven (7) days. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Section 1.14 of the Rules of the Harmony Community Development District shall constitute a waiver of proceedings under those Rules."

1.13.3 Filing. Any person who is affected adversely by the District's decision or intended decision shall file with the District a notice of protest within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The notice of protest shall identify the procurement by title and number or any other language that will enable the District to identify it, shall state that the person intends to protest the decision, and shall state with particularity the law and facts upon which the protest is based. With respect to a protest of the specifications contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of notice of the project plans and specifications (or intended project plans and specifications) in an Invitation to Bid or Request for Proposals, and the formal written protest shall be filed within seven (7) days after the date when notice of protest is filed. Failure to file a notice of protest (or failure to file a formal written protest) shall constitute a waiver of all further proceedings.

1.13.4 Award Process. Upon receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process (or the contract and award process) until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, the award process may continue.

1.13.5 Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within (7) days (excluding Saturdays, Sundays and legal holidays) upon receipt of a formal written request.

1.13.6 Proceedings. If the subject of a protest is not resolved by mutual agreement, a proceeding shall be conducted in accordance with the procedural guidelines set forth in Section 1.6.

Specific Authority: 120.57(3), 190.011(5)
Law Implemented: 120.57(3), 190.033

1.14 Bid Protests Relating to Any Other Award.

1.14.1 Resolution of Protests. Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid or proposal under Sections 1.8, 1.9, 1.10, or 1.11 shall be in accordance with this Section 1.14.

1.14.2 Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract – including rejection of some or all bids – by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District office for seven (7) days.

1.14.3 Filing. Any person who is affected adversely by the District's decision or intended decision shall file with the District a notice of protest in writing within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The formal written protest shall state with particularity facts and law upon which the protest is based. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of all further proceedings.

1.14.4 Award Process. Upon receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process or the contract and award process until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, the award process may continue.

1.14.5 Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days (excluding Saturdays, Sundays and legal holidays) of receipt of a formal written protest.

1.14.6 Hearing. If the subject of a protest is not resolved by mutual agreement, the District shall hold a proceeding in accordance with the procedural guidelines set forth in Section 1.6.

Specific Authority:	190.011(5)
Law Implemented:	190.033

1.15 Effective Date.

1.15.1 These Rules shall be effective _____ except that no election of officers required by these Rules shall be required until after the next regular election for the Board of Supervisors.

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HARMONY COMMUNITY DEVELOPMENT DISTRICT

RULES OF PROCEDURE

Chapter 1

Amendment 1

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HARMONY COMMUNITY DEVELOPMENT DISTRICT Amendment 1 to Chapter 1, Rules of Procedure

CONTINUING AND FULL DISCLOSURE OF PUBLIC FINANCING

PART I. GENERAL
PART II. SPECIFIC

PART I: GENERAL MATTERS INCLUDING DEFINITIONS

1.1 Introduction. The District is subject to a number of Florida Statutes, including Chapters 120 and 190, which are available on the official website for the Florida Legislature, www.leg.state.fl.us/statutes/ or on the District's website, www.HarmonyCDD.org/related-links, for further information on all aspects of public financing.

1.2 Applicability; Rulemaking; Purpose. The Board of Supervisors ("Board" or "Supervisors") of the Harmony Community Development District ("District") shall apply these rules to provide continuing and full disclosure of public financing and maintenance of improvements of the District pursuant to Section 190.009(1), Florida Statutes.
Specific Authority Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes; Section 190.011(15), Florida Statutes; and Section 190.009(1), Florida Statutes.

1.3 Definitions.

1.3.1 "Charter" means the charter of the District as created by and expressly set forth in general law in Sections 190.006-190.0041, Florida Statutes, as amended; Section 190.005(2)(d), Florida Statutes; and Section 190.004(4), Florida Statutes; as amended.

1.3.2 "Continuing full disclosure" means full disclosure no less frequently than annually or as major, relevant, and material information changes.

1.3.3 "Developer" means a person(s), including an individual(s), partnership(s), corporation(s) or other business organization(s), or a family(ies) who undertakes the preparation of land for residential development or who is either a home builder or contracts with home builders for the construction of the residential units on the land being prepared, or who builds or contracts to build other residential subdivisions within the boundaries and jurisdiction of the District.

1.3.4 "Full disclosure" means the making known, pursuant to this rule, District public financing information at a level of detail that is fair, understandable, and reasonable, with notification where details and backup information can be obtained, and this disclosure shall be in good faith as of the date disclosed and is subject to change from time to time pursuant to noticed public hearings and legal procedure. This disclosure is to be made to those persons set forth in (5) below.

1.3.5 Definitions of those to whom this disclosure is to be made known:

1.3.5.1 "Prospective resident(s)" means any person of the general public who contacts by telephone, email, facsimile, U.S. mail, or in-person visit to a developer or the District to make inquiries before there is any interest in negotiating a contract for purchase;

1.3.5.2 “Prospective initial purchaser” is a prospective resident who is ready to and is interested in negotiating for an initial purchase contract to be signed;

1.3.5.3 “Parties to a contract” means those who execute a contract for purchase; and

1.3.5.4 “Existing residents” means those residents, both landowners and non-landowners, who live within the boundaries of and are subject to the jurisdiction of the District.

1.3.6 “Public financing” or “District public financing” means all revenues levied by the Board of the District and any indebtedness issued or entered into by the Board on behalf of the District, in order to carry out its purpose and exercise its powers under its charter, including but not limited to such revenues as those which are liens on the real property (either ad valorem taxes or non-ad valorem special assessments) and those which are non-lienable and user-based (service charges or fees); the bonds or debt financing, if any, to which these revenues apply to amortize the debt borrowed; the specific ongoing maintenance cost to which the revenues may be applied; the fact that other or additional revenue and any related debt may be levied and issued from time to time in the future; and the related notices and opportunities to review materials and to approve materials or to ask questions at noticed Board hearings before any such levy or issue is decided upon.

1.3.7 “Maintenance of improvements to real property” means the function by the District to manage, and the related financing of such management, of the basic systems, facilities, services, projects, and improvements to the property over the long term at sustained levels of quality.

1.3.8 “Notice of establishment” means the document known as the “Notice of Establishment of the Harmony Community Development District” which shall be recorded in the property records in Osceola County, which shall at a minimum include the legal description of the land area subject to the jurisdiction of the District and copy of the Disclosure Statement which must attend any contract for purchase, all as provided in Section 190.0485, Florida Statutes.

1.3.9 “Public Facilities Report” means the report submitted annually to the Osceola County Board of County Commissioners pursuant to Section 189.415(2), Florida Statutes.

Specific Authority: Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes; Section 190.011(15), Florida Statutes; and Section 190.009(1), Florida Statutes.

1.4 The District. The District, pursuant to its Charter, makes it the express responsibility of the Chair of the Board of Supervisors of the District, or his or her designee, who may be the Manager of the District, to administer this rule and to report a minimum of every six months to the Board on the status of continuing full disclosure and to make recommendations on how to improve the continuing full disclosure requirement.

Specific Authority: Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes;

Section 190.011(5), Florida Statutes; Section 190.011(15), Florida Statutes; and Section 190.009(1), Florida Statutes.

1.5 Availability of Forms and Records; Inspection. The Manager and Secretary of the District shall maintain all records and applicable forms and may be contacted for the purpose of obtaining information as to access to forms or records, including public financing records, and maintenance of records as may be required for purposes of this rule. All records are public and shall be made available for inspection and copying pursuant to applicable general law of Florida.

Specific Authority: Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes; Section 190.011(15), Florida Statutes; and Section 190.009(1), Florida Statutes.

PART II: SPECIFIC RULE PROCEDURES

1.6 Determination of what Constitutes Public Financing and Maintenance of Improvements. Pursuant to this rule, the Chair of the Board shall make a presentation every six months to the Board of Supervisors for a determination of what constitutes “Public Financing” for the purpose of continuing full disclosure. The Board shall give the Chair or his or her designee authority and the duty to add specific information in good faith as it becomes available during each six-month period, so long as copies are given timely to the Board members.

Specific Authority: Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes; Section 190.011(15), Florida Statutes; Section 190.0485, Florida Statutes; and Section 190.009(1), Florida Statutes.

1.7 Forms. Public financing as defined and determined under this Rule shall be reduced to a printed form adopted by the Board and as updated on a continual basis as provided in this Rule. The forms shall be available and distributed along with any applicable brochures or any other documents which may be available from time to time.

Specific Authority: Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes; Section 190.011(15), Florida Statutes; and Section 190.009(1), Florida Statutes.

1.8 Availability of District Public Financing Information to Existing Residents. District public financing forms, as defined and determined under this Rule, shall be physically available as updated at the District office for inspection under Florida law and by website if and when available, and published noticed of availability annually at the end of each District fiscal year, in a newspaper of general circulation in Osceola County, Florida.

Specific Authority: Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes; Section 190.011(15), Florida Statutes; and Section 190.009(1), Florida Statutes.

1.9 Effective Date. This Rule shall become effective upon adoption at a public hearing by the District’s Board of Supervisors.

Adopted by the Board of Supervisors on _____.

**HARMONY COMMUNITY DEVELOPMENT DISTRICT
Amendment 2 to Chapter 1, Rules of Procedure**

VENDOR PURCHASE POLICY

The Vendor Purchase Policy of the District, adopted at a rulemaking hearing of the Board of Supervisors, is hereby incorporated by reference.

Effective Date: _____

Previously adopted by resolution: August 31, 2000

Specific Authority - 190.011(5), 190.011(15), 120.54, Florida Statutes
Implemented - Section 190.007, Florida Statutes
History - 10/23/00.

Harmony Community Development District Vendor Purchase Policy

“Vendor” or “Vendors” shall mean those persons selling goods or services including professional services to the Harmony Community Development District (“District”) pursuant to written agreement or otherwise.

The District shall ensure that each Vendor receives a copy of this policy and agrees to abide by its terms as indicated by the Vendor’s signature in the space below. To the extent practicable, the terms of this policy shall be incorporated into any other written agreements between Vendor and District but this policy shall govern to the extent of any inconsistency with any other written provisions between Vendor and District.

At least two weeks prior to every regularly scheduled District Board of Supervisors meeting, Vendors shall submit to the District Manager bills or invoices for good or services purchased by the District from the Vendor during the time period preceding such submission. Bills or invoices not submitted timely as according to the above shall not be placed on the agenda for Board approval for payment as set forth hereinafter.

All Vendor contracts or agreements entered into with the District, or bills and invoices submitted whether pursuant to separate agreement or otherwise, shall provide that the District may pay all bills or invoices submitted as according to the above within thirty (30) days following approval of the District Board without any penalty or increase in the amounts due and owing because of such payment policy. This paragraph’s provisions assume the District Board will meet at least once per month, and Vendors may provide for penalties or increased payment as to bills or invoices not paid within fifty (50) days following proper submission to the District Manager or for alternative payment mechanisms in the event the Board does not meet at least once every thirty (30) days.

This Vendor Purchase Policy was adopted properly by motion of the Board of Supervisors of the Harmony Community Development District at the Board meeting of August 31, 2000, and is herein properly reduced to writing as of the date set forth below. Further, this policy shall be adopted forthwith as a Rule of the District as indicated by the Board at the meeting of September 28, 2000, and as shall be further properly adopted as a Rule at a future meeting of the Board.

Adopted as amended: _____

Date

Gary Moyer, Secretary
Harmony Community Development District

AGREED this ____ day of _____, _____.

Vendor

HARMONY

COMMUNITY DEVELOPMENT DISTRICT

RULES OF PROCEDURE

Chapter 1

Amendment 4

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Exhibit A

Harmony and Its Environment
Treatment of Wild Animals
Killing or Harming Wildlife
Environmental Management
Preserved Area Management

HARMONY COMMUNITY DEVELOPMENT DISTRICT

Amendment 4 to Chapter 1, Rules of Procedure

PROCEDURAL RULES ON HABITAT, ANIMALS, AND WILDLIFE

The District shall develop and apply restrictions, guidelines, and goals concerning conduct of landowners, residents, and visitors within the Harmony Community Development District's ("District") jurisdiction as related to Animals, Habitat, and Wildlife therein.

There shall be adopted a written policy, which may be modified at least annually by the District's Board of Supervisors ("Board"), once annually during a regularly scheduled CDD meeting, to be adopted by reference as a rule of this District to this Amendment 4. This written policy manual shall address any specific restrictions, guidelines, and goals concerning Animals, Habitat, and Wildlife.

Pursuant to District's Rules of Procedure Chapter 1, Amendment 4, Rules on Animals, Habitat, and Wildlife, this written policy is subject to noticed annual review and possible modification by the District's Board, and is adopted by reference as a Rule of the District; it addresses general and special powers in the State charter of the District that relate to Animals, Habitat and Wildlife.

Section 1.

Preamble

1.1 Findings

- 1.1.1. The special and unique character of the Harmony Community is important to the Board of Supervisors of the Harmony Community Development District as it implements its single specialized, state-growth management purpose of providing systems, facilities, services, and related infrastructure projects to the land area within its jurisdiction.

1.2. Ascertainments

1.2.1. The special nature of this community is reflected not only in the Home Owner Association (“Association” or “HOA”) Declaration of Covenants, Conditions, and Restrictions, as related expressly to Restrictions, Guidelines, and Goals concerning Companion Animals, Habitat, and Wildlife, but also as provided in all growth management, planning, and permitting development entitlements to the use of the land (including any applicable comprehensive planning, zoning, and development order conditions).

1.3.Determinations

1.3.1. The District, in exercising any of its powers regarding any applicable projects, must act in compliance with, not be inconsistent with, and remain subject to all applicable land use and development laws, rules, and regulations on the Harmony Development; and

1.3.2. The general and special powers and projects granted to the District by its State-created charter may be used by the District for limited, flexible, and innovative implementation in order to accommodate the special nature of the Harmony community; and

1.3.3. Among these possibilities are the development and implementation of sustainable practices that will not only protect Animals, Habitat, and Wildlife but also maintain the vision of Harmony as a Green and Sustainable community; and

1.3.4. The special powers of the District provide for (1) conservations areas, mitigation areas, and wildlife habitat (including the maintenance of any plant or animal species) and any related interest in real or personal property under Section 190.012(1g), Florida Statutes; (2) unique specialized transportation facilities under Section 190.012(1)(d), Florida Statutes; (3) parks and facilities of such diverse but appropriate indoor and outdoor uses for recreation, culture, and education under Section 190.012(2)(a), Florida Statutes; and (4) precedent-setting and innovative projects to coincide with the powers of the HOA to help facilitate, maintain, and enhance the special purpose and character of the Harmony Community; and

1.3.5. The District Board has the power to expressly to promulgate rules and orders under Chapter 120, Florida Statutes, to prescribe administrative rules and functions with respect to any of the projects of the District, and to define the area to be included therein, all related to the conduct of District business; and

1.3.6. The District has contracted with appropriate management, engineering, and legal consultants to implement these requirements and may retain other consultants as may be appropriate to work with its existing staff and consultants on projects as assigned by the District Board; and

1.3.7. It is in the public interest, consistent with the single, narrow, growth-management purpose of the District, to identify and to exercise its powers and projects in order to maintain the vision and charters of Harmony, as a model, a set of effective, innovative, and precedent-setting efforts to be executed in the most sustainable way possible.

1.4. Intent.

It is the intent of the members of the Board of Supervisors of the Harmony Community Development District to authorize its manager, general counsel, engineer, and other staff and consultants to use the identified special and general powers of the District in concert with the jurisdiction in order to provide for safe, healthy, environmentally sound, and comprehensive Animal Restrictions, Guidelines, and Goals for Animals, Habitat, and Wildlife within the jurisdiction of the District.

1.5. Purpose.

The purpose at the minimum is that the Board of Supervisors of the Harmony Community Development District develop and maintain a set of best practices that will be used to execute the duties and projects of the Community with regard to the District's functions and jurisdiction, in the most sustainable and cost-effective way possible in upholding the vision of Harmony and its residents. Annually, the Board will appoint a Resident Panel ("Panel"), and at a publicly noticed meeting, there will be an express opportunity to review, revise, and develop these practices to ensure their relevance. The Panel will develop these guidelines for contracts and best practices for the management of District property, not only with the purposes of sustainability, but also that of minimizing cost through sustainable practices. The Panel will make recommendations to the Board, at which time there will be an express opportunity to review this written policy and make any amendments to it pursuant to Chapter 1, Amendment 4, Exhibit A. The panel will be comprised of a member of the Board of Supervisors and four other concerned citizens whose applications will be reviewed and selected based on qualifications.

Section 2. Implementation

2.1. Section 1.1 through 1.5, of Section 1, the Preamble, are adopted in this written policy manual expressly by reference as dispositive and as adopted by the Board by reference.

2.2. As time goes by, the panel shall address:

2.2.1. Innovative and sustainable Restrictions, Guidelines, Best Practices, and Goals concerning Animals, Habitat, and Wildlife with the following expressed special powers of the Harmony Community Development District in its charter:

2.2.1.1 Planning, construction, maintaining, managing, and financing innovative conservation areas (Section 190.012(1)(f), Florida Statutes) including, but not limited to, ponds, parks, and other District land.

2.2.1.2 Planning, construction, maintaining, managing, and financing innovative mitigation areas (Section 190.012(1)(f), Florida Statutes) including, but not limited to, ponds, parks, and other District land.

2.2.1.3 Planning, construction, maintaining, managing, and financing innovative wildlife habitat areas (Section 190.012(1)(f), Florida Statutes) including, but not limited to, ponds, parks, and other District land.

2.2.1.4 Maintenance of plant species in conservation, mitigation, or wildlife areas as they relate to domestic and wildlife interests (Section 190.012(1)(f), Florida Statutes) including, but not limited to, pond vegetation, trees, bushes, and air plants.

2.2.1.5 Maintenance of any applicable animal species regarding domestic or wildlife that exists in conservation, mitigation, or wildlife habitat areas (Section 190.012(1)(f), Florida Statutes) including, but not limited to, raccoons, possums, osprey, bald eagles, sandhill cranes, and alligators.

2.2.1.6 Innovative use of any interest in real or personal property that relates to conservation, mitigation, and wildlife areas including the maintenance of plant or animal species (Section 190.012(1)(f), Florida Statutes) including, but not limited to, ponds, parks, and other District land.

2.2.1.7 Planning, construction, implementation, financing, and maintenance of any indoor and outdoor parks and facilities that relate to or impact Animal, Habitat, and Wildlife for recreational use (Section 190.012(2)(a), Florida Statutes) including, but not limited to, parks, boat house, bat house, and other District facilities.

2.2.1.8 Planning, construction, implementation, financing, and maintenance of any indoor and outdoor parks and facilities that relate to or impact Animal, Habitat, and Wildlife for culture and cultural use (Section 190.012(2)(a), Florida Statutes) including, but not limited to, parks, boat house, bat house, and other District facilities.

2.2.1.9 Planning, construction, implementation, financing, and maintenance of any indoor and outdoor parks and facilities that relate to Animal, Habitat, and Wildlife for education and educational use (Section 190.012(2)(a), Florida Statutes) including, but not limited to, parks, boat house, bat house, and other District facilities.

2.2.1.10 Planning, construction, implementation, financing, and maintenance of any indoor and outdoor parks and facilities that relate to or impact Animal, Habitat, and Wildlife for school buildings and related school or educational structures which may be leased, sold, or donated to the school district for use in the educational system as it relates to or impacts Animal, Habitat, and Wildlife assets (Section 190.012(2)(c), Florida Statutes)

including, but not limited to, parks, boat house, bat house, and other District facilities.

2.2.1.11 Planning, construction, implementation, acquiring, financing, and maintenance of other innovative projects by interlocal agreement or by development order condition on the District by operation of law under (Section 190.012(1)(g), Florida Statutes, based on the definition of “project” in Section 190.003(15), Florida Statutes) including, but not limited to, projects with the schools, HOA, and Developer.

2.2.1.12 Short-term and longer-term strategic planning in the exercise of these special powers to provide, enhance, and maintain the best interests of Animals, Habitat, and Wildlife, convenient, incidental, or proper in connection with any of these matters under Sections 190.011(15) and (16), Florida Statutes.

2.3. The work to be completed by the Panel is to draft and to suggest proposals that may include use of contracts and agreements, amendments to the Osceola County Comprehensive Plan and any applicable development orders, in concert with the landowners and developers, any other innovative ideas; all subject to the expressed approval and implementation by the District Board of Supervisors.

2.4. Annual implementation shall be pursuant to Exhibit A, attached hereto and incorporated herein as part of this policy manual and rule, which also may be amended at least annually.

Attachment – Exhibit A

Harmony and Its Environment

The Harmony concept blends natural and human-built environments in ways that enhance the relationship between humans and animals and maximizes the benefits of their peaceful coexistence. While retaining natural areas, Harmony is part of a human-dominated landscape where human actions profoundly and determinably affect the welfare of wild animals. As much as possible in this context, this policy articulates a philosophy to allow natural elements to persist unimpeded by humans and to minimize the conditions and circumstances that lead to conflict between humans and wildlife. Harmony's stewardship concept involves balancing a hands-off and hands-on approach.

This policy cannot anticipate all aspects of current and future relationships among humans and animals at Harmony. Therefore, these guiding principles and recommended approaches are intended to be dynamic and open-ended to allow the community to explore and adopt new and better conflict resolution strategies, landscape management schemes, environmental management techniques, and practical approaches to maintaining biotic integrity. Harmony must begin with a humane concept for its relationship with wild animals and continue to define and redefine that concept within the context of our larger society as well as in Harmony. An unchanging belief that wild animals deserve respect and should be free of human interference and allowed to interact with humans on their terms will guide this evolving definition process.

In relation to wildlife and to the environment in which they live, the goals of the Harmony community are:

- To promote an understanding of how connected humans are to wildlife and to the surrounding environment
- To foster tolerance, respect, and understanding of all living things
- To provide opportunities for Harmony residents to view, hear, and interact with local flora and fauna in an ecologically and environmentally friendly way

- To create and provide educational activities which will foster a community-wide land ethic and promote future land stewardship

To meet these goals, the following sections detail activities that are regulated, prohibited, or encouraged on a community-wide basis.

Treatment of Wild Animals

This section applies to humane treatment of all wild animals anywhere within Harmony.

The District is encouraged to provide habitat that offers cover, water, and food for wildlife. Native vegetation that provides cover and food attracts wildlife. Supplemental provisions, such as bird feeders and bird/bat boxes, also attract wildlife. Nesting and sheltering boxes (such as birdhouses, bat houses, duck boxes, snake boxes, and toad abodes) are also encouraged. Artificial shelters and nesting boxes shall be maintained in good repair and not placed or distributed so as to create conflicts by harboring non-native species or attracting wildlife in such numbers as to be in conflict with humans. Nest boxes shall be constructed so that they can be cleaned and disinfected at least annually.

Killing or Harming Wildlife.

Wild animals may be humanely killed to relieve their suffering due to critical injury or illness. The recommended means by which this should be accomplished is euthanasia administered according to veterinary medical standards as established by the American Veterinary Medical Association (AVMA) in their most current guidelines, or other guidelines that have been sanctioned by the Humane Society of the United States (HSUS). Situations of extreme emergency in which human safety or the immediate relief of animal suffering is at issue could warrant exceptions to this requirement.

Control of commensal rodents (rats and mice) where federal, state, or local regulation and standards rule; where human health and safety concerns are threatened; and to limit the growth and spread of a population due to human causes could also warrant exceptions to this requirement. Lethal control of commensal rodents may be conducted by District field staff or

registered pesticide applicators, but must be done in strict accordance to Association guidelines and State laws. The use of glueboard traps under any circumstances is expressly prohibited.

Wildlife Conflicts. Resolutions to conflict between humans and wild animals shall first be attempted using non-lethal means, except under extreme and immediate circumstances where human safety or the safety of a companion animal is imminently threatened.

Wildlife control, including non-lethal actions, shall not be conducted simply because residents consider the mere presence of a wild animal to be a “pest” or “nuisance.”

The approach to wildlife conflict resolution shall follow a series of steps.

- To promote an understanding of how connected humans are to wildlife and to the surrounding environment
- To foster tolerance, respect, and understanding of all living things
- To provide opportunities for Harmony residents to view, hear, and interact with local flora and fauna in an ecologically and environmentally friendly way
- To create and provide educational activities which will foster a community-wide land ethic and promote future land stewardship

Preferably, human-wildlife conflicts should be resolved by changing human practices (such as trash management and securing stored food), modifying habitats (changing plantings or managing landscapes), and/or structural modifications (fencing or other methods to exclude animals). Whenever practicable, the cause of human-wildlife conflict shall be sought and the conditions or circumstances that led to the conflict shall be removed.

Controlling Wildlife Populations. Circumstances may arise where the community has evaluated a conflict situation and agreed to the need to intervene in and control a local population of wild animals (not merely an individual wild animal or small number of wild animals). Substantial and significant need must be demonstrated for human intervention to be considered. Alternatives to control, including altering human practices (such as waste handling and landscaping), and methods to exclude or repel animals should be undertaken before control measures are

considered. Control measures must be undertaken through a wildlife management plan that carefully evaluates the best methods for controlling the specific species of concern and seeks the most humane long-term solution. Plans that require multiple control measures should also include long-term strategies to prevent the recurrence of the need for control measures. Control measures may include humane animal capture and relocation to other natural habitats on the property or as allowed by state permitting authorities, reproductive intervention (such as immunocontraception for mammals or egg addling for birds), and other measures reviewed and agreed to be humane by the association.

Nests and Dens. Nests of wild birds shall not be taken, moved, or interfered with in any manner as stipulated under applicable State and Federal law.

No wild animal den or nest of unprotected bird species may be disturbed, moved, or altered except as part of a planned conflict abatement program (described under Wildlife Conflict or Controlling Wildlife Populations), or under compelling circumstances of human health, safety, or security needs.

Young shall not be taken or moved from dens or nests but allowed to mature until they naturally disperse, except where the conditions listed above merit more urgent response. In these circumstances, the family integrity should be maintained by methods to prevent orphaning.

Environmental Management

This section applies to activities anywhere within Harmony on park lands, preserved areas, ponds, and other common property.

Use of Chemicals. The use of avicides (chemicals registered to kill birds) and predacides (chemicals registered to kill predatory animals) is prohibited.

Chemicals to control plants (herbicides), insects (pesticides), commensal rodents (rodenticides), and any other chemical plant and pest control methods must be used only within the context of an Integrated Pest Management (IPM) approach.

An emphasis shall be placed on the use of products or practices that are classified as “best management” or “least toxic” by responsible oversight organizations. Acceptable oversight organizations include the Bio-Integral Resource Center (BIRC), P.O. Box 7414, Berkeley, CA 94707; the Northwest Coalition for Alternatives to Pesticides (NCAP), P.O. Box 1393, Eugene, OR 97440-1395; Pesticide Action Network North America (PANNA), 49 Powell St. #500, San Francisco, CA 94102; or their successor organizations that have the same goal of promoting least harmful pest control methods, that have an established record of promoting alternatives to chemical pesticides, and that are not funded by the chemical or agriculture industry. Minimal chemical spraying or application may be done to kill or eradicate invasive plants and where the spraying or application will not impact water quality including affecting an aquifer, watershed, creek, spring, or septic system. To control insects, biological controls (e.g., lady beetles and aphid control) and alternative control methods, such as soap and water, should be attempted before resorting to chemical controls.

Landscaping/Tree Removal. Planting or maintaining known invasive, non-native plants is prohibited.

Additionally, plants must not have an invasive life strategy that could potentially lead to their spread within and outside of District property. While non-native plants that are not invasive are allowed, they are discouraged because they take more fertilizer and pesticides, and many Florida wildlife species cannot utilize such exotic plants. For these reasons, native plants are encouraged, as are plants and landscaping that require minimal human maintenance, such as irrigation and chemical inputs.

Removing or thinning trees, branches, and/or deadwood is allowed as property maintenance and to eliminate or alleviate a safety hazard to humans or property. However, removal or thinning must use then-applicable best methods for timing and techniques to least damage or interfere with wildlife and wildlife habitat. Whenever and wherever possible, dead and dying trees (snags) should be left standing as wildlife habitat and maintained to avoid any hazard that could potentially imperil people or property. Whenever possible, any removed trees or branches (other

than non-native, invasive, infected, or diseased trees) should be left on the ground at or near the area from which they were removed to decompose naturally or moved to designated common areas to enhance wildlife habitat.

Fences and Plant Barriers. Fencing and landscape elements (such as hedges or plant barriers) should not impede wildlife mobility. However, fences and other barriers placed to exclude animals from gardens or other places where they are or reasonably may be expected to be in conflict with humans (for example, deer fencing to protect ornamental plants or vegetables from browsing) are acceptable. No fences and barriers should present a threat of injury to wildlife due to design, construction, or lack of proper maintenance. No barbed wire or hog wire fences shall be used.

Mowing. Mowing timing and equipment shall pose a minimal threat to wildlife. As conditions permit, mowing should be performed in the middle of the day rather than early morning or late afternoon. Mowers should be set to mow lawn area at a height of no less than four inches. Because lawns are exotic vegetation and essentially are not used by local wildlife species, the District prefers to reduce the total amount of turf where appropriate and replace it with native vegetation.

Waste and Trash Management. No trash burning and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted. This provision does not apply to brush piles, snags, coarse woody debris, and similar material placed and/or allowed to remain as wildlife habitat.

Trash containers shall be of approved design and construction that minimizes wildlife access. They shall be maintained and used in a manner that does not allow their contents to attract or be accessible to wild or domestic animals, including having lids secured and containers without holes. All trash stored or placed outside for collection must be in an approved trash container. Unsecured trash in bags or open containers is prohibited.

Landscaping refuse should be recycled by composting or similar uses on site whenever possible. This refuse may also be taken to an approved community collection area or designated common area as described under Landscape/Tree Removal. No yard or garden refuse will be placed in other natural areas.

Lighting. Outdoor lighting shall illuminate towards the ground and shall, to the maximum extent practicable, shield light from emitting upwards towards the open sky or surrounding natural areas. Use of yellow lights is preferred because they do not attract insects.

Preserved Area Management

Designated natural and preserved areas should be primarily for wildlife use and shall be managed and maintained with that purpose in mind. Human recreation in these areas shall be allowed to the extent that it does not significantly conflict with wildlife use. The Association may close or limit human access and activity in these areas temporarily or seasonally. Trails in natural areas shall be of the least intrusive type possible. Access to unplanned (“social”) trails may be closed using signs, downed trees limbs, and other natural obstructions to discourage their use and proliferation.

The function of common areas maintained for human and companion animal use will be well advertised to encourage people to use them in preference to natural and preserved areas. A management plan for preserved areas shall be used to stipulate further concerns and restrictions, up to and including microhabitat management and maintenance.

Fires and Controlled Burning. Fire shall be considered and used as an appropriate wildlands management tool, but only under a carefully drawn and considered management plan, approved by the local authorities, that minimizes the threat of burning to humans, human property, and animals.

Corridor Maintenance. Natural corridors connecting natural areas will be maintained to allow wildlife movement and preserve the integrity of the whole natural system. Existing corridors may

not be altered beyond routine and accepted maintenance and may not be destroyed without a valid and justified plan approved by the Association.

Watershed Maintenance. Construction or land alteration shall not affect the biotic integrity of the lakes and waterways. Disposal or spillage of hazardous materials and chemicals is prohibited. Vegetation management around streams and lakes shall be conducted only under an approved plan based on justifiable need. Such plans shall include provisions to minimize the impacts on wildlife including timing of management activities.

HARMONY COMMUNITY DEVELOPMENT DISTRICT

RULES Chapter 3

DRAFT

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- 1.2 Necessity**
- 1.3 Authority**
- 1.4 Schedule of Rates, Fees, and Charges**
- 1.5 Effective Date**

Harmony Community Development District Rules, Chapter 3

Membership Rates, Fees, and Charges for Use of Recreational Facilities

1.1 Purpose and Effect

The purpose of this Rule is to adopt certain rates, fees, and charges for the use of Harmony Community Development District- (“District”) owned and maintained facilities. The effect of this Rule is to broaden responsibility for District recreational facilities.

1.2 Necessity

Fairness in usage and benefits dictates the adoption of a uniform and comprehensive set of rates, fees, and charges applicable to the use of District recreation facilities for activities which exceed those of normal use by residents of the Harmony community.

1.3 Authority

Pursuant to the authority in Section 190.011(10), Florida Statutes, and as may be provided by resolutions adopted and amended by the Board of Supervisors at publicly advertised meetings, the District may collect Special Event fees necessary for the conduct of District activities and services. For rules regarding Special Events, refer to Sections 8 and 9 of Chapter 4, Parks and Recreation Facilities Use.

1.4 Schedule of Rates, Fees, and Charges

1.4.1 Non-Resident Membership Fee

There are currently defined two categories of membership in Harmony: Resident and Non-Resident. 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 \$1,000.00 for a family up to four members 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 Recreation Facilities.

1.4.2 Special Event Fee Schedule

- 1.4.2.1 Soccer/Volleyball/Basketball (“SVB”) Fields and Courts: \$15 per hour
- 1.4.2.2 Swim Club and Ashley Park Pools Reserved Patio Areas: \$100 for up to a four- (4) hour maximum.
- 1.4.2.3 Buck Lake Pavilion: \$60 for up to a four- (4) hour maximum.
- 1.4.2.4 Buck Lake Fishing Pier: \$40 for up to a two- (2) hour maximum.
- 1.4.2.5 Town Square: \$250 for up to a six- (6) hour maximum.

1.4.3 Special Event General Provisions:

- 1.4.3.1 All Special Event reservations require a security deposit of \$250, in addition to all fees designated in the fee schedule in Section 1.4.2.

- 1.4.3.2 The maximum timeframes include setup and breakdown time. Failure to have vacated the premises more than fifteen (15) minutes after the maximum time allowed may result in the loss of the security deposit.
- 1.4.3.3 The above-listed fees in Section 1.4.2 are applicable to group and individual users of District Recreation Facilities, including but not limited to the following:
 - 1.4.3.3.1 For-profit and non-profit organizations
 - 1.4.3.3.2 Individuals who do not currently possess a valid photo ID access card pursuant to Chapter 4, Parks and Recreation Facilities Usage
 - 1.4.3.3.3 Any resident who reserves a facility while acting on behalf of a for-profit business or a non-profit organization
- 1.4.3.4 Residents are limited to two (2) free (exclusive of security deposit) facility reservations per year, which are time bounded by Section 1.4.2.
- 1.4.3.5 Reserved use of the SVB fields and courts by non-resident organizations shall not exceed 50% of available use, nor more than three (3) days per week, in the aggregate.
- 1.4.3.6 Exclusive reserved usage of the entire area of a District swimming pool facility is prohibited. Holders of valid photo ID access cards shall, at all times, have access to the pool areas during normal operating hours.
- 1.4.3.7 Rental of the Buck Lake fishing pier only applies to the pier on the west side of the Buck Lake dock structure.
- 1.4.3.8 All rental and/or usage fees are non-refundable. The security deposit is refundable.

1.4.4 Waivers and Reductions of Fees

The District reserves the right to waive or reduce reservation fees and/or deposits on a case-by-case basis, and shall accomplish this by a motion of the Board of Supervisors at a publicly advertised meeting.

1.5 Effective Date

This Rule shall become effective upon adoption at a public hearing by the District's Board of Supervisors.

Specific Authority:	190.035, F.S., 190.011 (5) F.S., 120.54 F.S.
Law Implemented:	190.035, F.S., 190.011 (5) F.S.
History:	New

Adopted by the Board of Supervisors on: _____

HARMONY COMMUNITY DEVELOPMENT DISTRICT

RULES Chapter 4

DRAFT

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Harmony Community Development District Rules, Chapter 4

Parks and Recreation Facilities Rules¹

1. **DEFINITIONS**

1.1 **General Use**

Any use of any of the District-maintained Recreation Facilities as defined in Section 1.8.

1.2 **Special Event**

Any event held on District property, which involves a group of people gathering to participate in an activity involving more than normal, everyday use of said Property. Examples of Special Events are available in Section 7.2.²

1.3 **Organizer**

The individual, entity, organization, or company in charge of the event.

1.4 **Dock Master**

Individual(s) responsible to the District for maintenance of District Boating Facilities.

1.5 **District**

The Harmony Community Development District (“District” or “CDD”).

1.6 **District Office**

The office of the District Manager located at 610 Sycamore Street, Suite 140, Celebration, FL 34747. Phone number: 407-566-1935. Email Address: admin@harmonycdd.org.

1.7 **District Manager**

The person or entity employed by the District and who has charge and supervision of the works of the District and shall be responsible for preserving and maintaining any service, system, improvement, or facility constructed or erected pursuant to the provisions of this act, for maintaining and operating the equipment owned by the District and for performing such other duties as may be prescribed by the board.

1.8 District Recreation Facilities

The Parks and Recreation Facilities maintained by the District, as set forth on the attached map, available on the District website at www.harmonycdd.org/public-

¹ The rules herein were adopted on _____, pursuant to the lawful procedure set forth in Section 190.011(5), Florida Statutes and pursuant to Sections 1.4 and 1.5 of Chapter 1, the Administrative Rules of Procedure of the Harmony Community Development District.

² The terms “Special Event” and “Event” are used interchangeably throughout this document to refer to such Special Events as defined in Section 1.2.

[records/rules](#), which includes, but is not limited to, those defined in Sections 1.9, 1.10, and 1.11.

1.9 District Swimming Pool Facilities

The District-maintained Swimming Pool Areas shown on attached map, set forth on the District website at www.harmonycdd.org/public-records/rules, and updated from time to time.

1.10 District Buck Lake Dock and Boat Facilities

The Dock and Boat Recreational Facilities maintained by the District on the shore of Buck Lake and set forth on the attached map, set forth on the District website at www.harmonycee.org/public-records/rules, and amended from time to time.

1.11 District Park and Playground Facilities

The Soccer, Basketball, and Volleyball (“SVB”) Facilities located on the Park and Playground Areas maintained by the District and set forth on the attached map, set forth on the District website at www.harmonycee.org/public-records/rules, and amended from time to time.

1.12 District Resident includes:

1.12.1 A Property Owner who currently resides in his or her home within the boundary of the District;

1.12.2 A Property Owner who has elected to declare residency outside of boundaries of the District, but who also owns a home within the boundaries of the District and does not rent out said home to others, either on a long-term or a short-term basis;

1.12.3 A Renter occupying a residence inside the boundaries of the District; and

1.12.4 Children of District Residents.

1.13 **Family** – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen (18), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

1.14 **Guest** – shall mean any person or persons who are invited and accompanied for the day by a District Resident to participate in the use of the District Recreation Facilities.

1.15 **Non-Resident Owner** – shall mean a property owner who has elected not to occupy his or her home within the boundaries of the District, but who rents out his or her home to other occupants.

1.16 **Lease Agreement** – shall mean a written contract granting use or occupation of property during a specified period in exchange for a specified rent.

- 1.17 **Child Guardian** – shall mean a person who is not a resident of the District who is at least eighteen (18) years of age and has been designated as a Guardian for one or more District Resident children who are under the age of fourteen (14), as evidenced by an executed and notarized Guardianship Power of Attorney form.

2. FACILITIES RESTRICTIONS

2.1 Violation and Reporting:

Unauthorized use of District Facilities will result in, as a minimum, a charge of Trespass pursuant to Chapter 810, Florida Statutes. Violations will be reported to the Sheriff of Osceola County and prosecuted to the full extent of the law.

2.2 Enforcement and Penalties:

Pursuant to Section 190.041, Florida Statutes, the Board or any aggrieved person may have recourse to such remedies in law and at equity as may be necessary to ensure compliance with the provisions of these rules, including injunctive relief to enjoin or restrain any persons violating the provisions of these rules.

2.3 General Policies:

2.3.1 Parking is prohibited in any non-designated parking area.

2.3.2 Swimming is prohibited in all District-maintained ponds.

2.3.3 No watercraft of any kind is allowed in any of the District-maintained ponds.

2.3.4 Surrounding each pond is a 20-foot, District-maintained buffer zone, for which public access is permitted only during the hours denoted in Section 2.3.6.

2.3.5 It is requested that anyone wishing to access the ponds either walk or ride a bicycle, and that anyone who does access a pond be respectful of adjacent resident homes.

2.3.6 General hours of operation for all facilities, except the pools and the boats, are 30 minutes before sunrise to 30 minutes after sunset.

2.3.7 Continued violation of any District policy will result in immediate reporting to law enforcement authorities per the stipulations of Sections 2.1 and 2.2.

3. PHOTO ID ACCESS CARDS

- 3.1 In order to use the District Buck Lake Docks and Boat Facilities and the District Swimming Pool Facilities, each user must be in possession of a photo ID Access Card (obtained by completing the Harmony CDD Access Card Registration Form attached

hereto and available on the District website at www.harmonycdd.org/public-records/rules), and must follow the provisions of Sections 4 and 5.

- 3.1.1 Resident Owners in Harmony shall be entitled to one (1) photo ID Access Card per resident at no charge so long as the resident is authorized pursuant to these Rules to utilize the facilities.
- 3.1.2 Resident Renters shall pay \$10.00 per person in advance for each photo ID Access Card and \$10.00 for Access Card renewal upon start of each subsequent lease renewal period.
- 3.1.3 A Resident Renter on a month-to-month lease, after an initial six- (6) month term, may receive a photo ID Access Card valid for 90 days for a single \$10.00 fee.
- 3.1.4 Replacement photo ID Access Cards (for an Owner or a Renter) are \$10.00 each.
- 3.1.5 Proof of Personal Identity, plus proof of either home-ownership or renter-status within Harmony, must be provided in order to receive a photo ID Access Card.
 - 3.1.5.1 **Proof of Personal Identity**, for either an Owner or a Renter, shall require either a Driver License or an Identification Card which contains both the full name of the individual and a full-face photograph.
 - 3.1.5.2 **Proof of Ownership** within the District shall require at least one of the items below:
 - 3.1.5.2.1 Purchase Closing Statement with name of Owner denoting proof of address within the boundaries of the District, or
 - 3.1.5.2.2 Tax Notice with name of Owner denoting proof of address within the boundaries of the District, or
 - 3.1.5.2.3 Other suitable proof of home Ownership.
 - 3.1.5.3 **Proof of Renter-Status** within the District shall require a copy of the Renter Lease Agreement showing the name of the Renter denoting proof of address within the District, plus at least one of the items below:
 - 3.1.5.3.1 Current utility bill with name of Renter denoting proof of address within the boundaries of the District, or
 - 3.1.5.3.2 Current phone bill with name of Renter denoting proof of address within the boundaries of the District, or
 - 3.1.5.3.3 Other suitable proof of Renter-status.
- 3.2 The District Manager shall have the discretion to determine whether proof of Ownership or Renter-status has been met.
- 3.3 A person who is acting as Child Guardian for one or more Families at any given time may be issued one (1) Restricted (see conditions set forth in Sections 3.3.2 thru 3.3.5) photo ID Access Card upon payment of a non-refundable fee of \$10.00.
 - 3.3.1 An executed and notarized Guardianship Power of Attorney Form for each child under the age of fourteen (14) for whom a Child Guardian will be responsible must be provided to the District before a photo ID Access Card can be issued.

- 3.3.2 A photo ID Access Card issued to a Child Guardian shall be valid for one (1) year from the date of issuance, and shall be subject to the suspension provisions of Section 4.6.
- 3.3.3 A Child Guardian who is being issued a photo ID Access Card must be at least eighteen (18) years of age.
- 3.3.4 Child Guardians shall be permitted access to the District Buck Lake Dock and Boat Facilities and the District Swimming Pool Facilities only while accompanied by one or more of the children for whom they are acting as Guardian.
- 3.3.5 Child Guardians shall not be permitted, at any time, to bring Guests to the District Buck Lake Dock and Boat Facilities or the District Swimming Pool Facilities.
- 3.4 A person who neither resides nor owns property within the boundaries of the District, and is otherwise not a qualifying Member of Harmony, may purchase a membership in the District and secure a photo ID Access Card for use of all District Recreational Facilities – including Buck Lake, Swimming, Playground, Bike Trail, and Pond facilities – by making a per-year payment of \$1,000.00 for a family up to four members, and \$250.00 for each additional person; pursuant to District Rules, Chapter 3, Section 4.1, Non-Resident Membership Fee for use of District Recreation Facilities.

4. USE OF SWIMMING POOL FACILITIES

- 4.1 The District Swimming Pool Facilities must be maintained in a neat, clean, and sanitary condition at all times pursuant to Florida law. A pool user must use his or her best efforts to deter vandalism and protect the premises, equipment and improvements owned by the District. A pool user agrees to report any unusual incidents or hazardous conditions to the District as soon as possible; and, if a pool user is aware of such unusual incident or hazardous condition, said pool user agrees to refrain from use of the District Swimming Pool Facility. A pool user agrees to report any emergencies to the appropriate emergency personnel by calling 9-1-1.
- 4.2 Swimming is permitted only during pool hours of operation, as posted and seasonally adjusted.
- 4.3 The District Swimming Pool Facilities are open to District Residents, Renters, and others who have registered with the District and obtained a valid photo ID Access Card..
- 4.4 Children who are fifteen (15) years of age or younger must be under adult supervision to use the District Swimming Pool Facilities.
- 4.5 All users must use their personalized photo ID Access Cards upon entering the pool area. At any given time, a family may accompany a maximum of four (4) total guests to the District Swimming Pool Facilities.

- 4.6 Facility access privileges may be suspended and all photo ID Access Cards of the family deactivated for not following the Rules and/or other offenses (e.g., vandalism, willful and malicious disregard for the Rules, etc.). At the discretion of the District Manager, photo ID Access Cards of the offending parties may be deactivated for up to one hundred eighty (180) days, and all others within the family may be deactivated for up to ninety (90) days.
- 4.7 Any person utilizing a District Swimming Pool Facility when that Facility is closed is subject to deactivation of his or her photo ID Access Card (per Section 4.6), and/or a charge of Trespass (per Section 2.1).
- 4.8 No alcoholic beverages are permitted in or around the District Swimming Pool Facilities.
- 4.9 Smoking is not permitted at any time within the District Swimming Pool Facilities.
- 4.10 No glass bottles are permitted within the District Swimming Pool Facilities.
- 4.11 No animals are allowed in the District Swimming Pool Facilities unless such animals are service animals as permitted by law.

5. USE OF BUCK LAKE DOCK AND BOAT FACILITIES

5.1 Age Restrictions

The Buck Lake Dock and Boat Facilities are open to children who are twelve (12) years of age or older with a valid photo ID Access Card. Children who are eleven (11) years of age or must be supervised by an adult.

5.2 User Responsibility

All boating equipment must be maintained in a neat, clean, and sanitary condition at all times, and the boat user must use his or her best efforts to deter vandalism and protect the premises, equipment, and improvements owned by the District.

5.3 Incident Reporting

A boat user agrees to report any unusual incidents or hazardous conditions to a District Dock Master as soon as possible and to refrain from use until further notification by a District Dock Master. A boat user agrees further to report any emergencies to the appropriate emergency personnel by calling 9-1-1.

5.4 Final Authority

A District Dock Master is the final authority on daily boat operations. Users must adhere to the judgment of a Dock Master regarding lake access or whether or not the boat is adequately prepared for use.

5.5 Denial of Use

In the event a Dock Master has doubts as to a potential user's capacity to operate the boat, said Dock Master must deny the potential user access to the boat in order to protect the health, safety, and welfare of the potential boat user.

5.6 **Boat Usage Orientation**

Prior to boat use, a potential user must undergo an orientation session with a Dock Master concerning the operation and use of all equipment relevant to the boat of interest.

5.7 **Contracts for Execution Prior to Use of District Boats**

Prior to boat use, each potential user must acknowledge and agree to the Harmony Community Development District Boat Use Agreement (“Boat-Use Agreement”) as attached hereto and incorporated by reference, with provisions thereof incorporated herein, and with each potential user of Buck Lake Dock and Boat Facilities being subject to such provisions, and to District Rules.

5.8 **Boat User Responsibilities**

5.8.1 A boat user assumes full responsibility and liability for any and all damages that are incurred to a District boat while the boat is in the user’s care and custody.

5.8.2 A boat user who causes damage to a District boat and fails to pay an invoice for damages assessed per Section 5.9.4 within thirty (30) days shall be denied future access to District boats until the damage assessment is paid; and may be subject to further legal recovery action if the issue remains unresolved for ninety (90) days.

5.8.3 All boat users shall adhere to published District policies, regulations, guidelines, and local, state, and federal laws. Access privileges may be suspended for not following the rules and/or other offenses (e.g., vandalism, willful and malicious disregard for the rules, etc.), per provisions of Section 4.6.

5.9 **Boat Inspections**

5.9.1 Prior to departure, a Dock Master and potential boat user must inspect each boat for prior damage and fill out the Boat Inspection Sheet, which must be signed and dated. The inspection sheet will be logged, and becomes part of the boat-use agreement. A copy of the inspection sheet is available on the District’s website at www.harmonycdd.org/public-records/rules.

5.9.2 Upon inspection, if a potential boat user finds evidence of damage to a District boat, the user shall make known the damage to a Dock Master, who must report the information to the District Manager.

5.9.3 Upon discovery, at any time, of damage to a boat by a boat user, the user must refrain from using the boat until further notification from the District Manager.

5.9.4 Upon return, or as close to the end of boat usage as is reasonable, a Dock Master will:

5.9.4.1 Inspect the boat for damage,

5.9.4.2 Assess any damages to the Board,

5.9.4.3 Invoice the boat user for the cost of any assessed damages, and

5.9.4.4 Report the inspection findings to the District Manager.

5.10 Boating Laws

All persons must obey all federal, state, and local boating laws while using District boats.

5.11 Animals Prohibited

Due to safety considerations, dogs and other companion animals are not allowed at Buck Lake Park or on any watercraft. Disabled individuals may bring one service dog to the Park for assistance, provided the following:

- 5.11.1 The dog is wearing a vest or has other proper marking that clearly identifies the dog as a service dog
- 5.11.2 The dog is kept under control on a leash at ALL times, and
- 5.11.3 The dog is kept out of the water and away from the canoe launching beach and other immediate shoreline areas.

6. USE OF SOCCER, VOLLEYBALL, AND BASKETBALL FACILITIES

6.1 General Policies:

- 6.1.1 The Soccer, Volleyball, and Basketball Facilities (“SVB Facilities”) are generally available for open recreation during daylight hours, weather permitting. Space may be limited due to Event reservations or other District activities (see Section 8 for Event-scheduling policies). Use of the SVB Facilities is subject to Special Event fees and charges as set forth in Sections 9.6 and 9.7.
- 6.1.2 Users must follow the procedure set forth in Section 8.1 to reserve an SVB Facility for a Special Event, as that term is defined therein. Users wishing to reserve any of the SVB Facilities for an Event must provide a security deposit, as set forth in Section 9.7.
- 6.1.3 All participants shall adhere to published District policies, regulations, guidelines, and local, state, and federal laws. Access privileges may be suspended for not following the rules and/or other offenses (e.g., vandalism, willful and malicious disregard for the rules, etc.), per provisions of Section 4.6.
- 6.1.4 Use of the SVB Facilities is permitted only during hours of operation set forth in Section 2.3.6, which allows for seasonal adjustment.
- 6.1.5 Any person using an SVB Facility outside hours of operation may be suspended indefinitely from using all of the SVB Facilities, per provisions of Section 4.6.
- 6.1.6 No alcohol, tobacco, or glass containers are permitted on the premises of any SVB Facility shown in the attached map during any scheduled event.
- 6.1.7 Golf or other activities that may cause damage to the SVB Facility equipment or structures are prohibited.

6.1.8 Scaling, jumping, or climbing upon any SVB Facility equipment or structures is not permitted.

6.1.9 All users of the SVB Facilities must follow instructions given by District staff members. Violators are subject to ejection and suspension from the SVB Facilities, per provisions of Section 4.6.

6.2 **Waiver of Liability, Indemnification**

Users of the SVB Facilities expressly undertake (as set forth in Section 9.8) to indemnify, and hold harmless, the District from any and all liability and/or injury, loss, or damages arising out of use of any SVB Facility, whether it be caused by the negligence of the District, the District's agents or employees, or otherwise.

6.3 **Damages, Repairs, and Inspection**

Users of SVB Facilities agree to be responsible for all damages to buildings, grounds, fields, and equipment incident to their use of the SVB Facilities. Users shall make no temporary or permanent modifications to any SVB Facility without the prior written consent of the District. The District or its designee may inspect the subject premises at any time, as set forth in Section 9.2.

6.4 **Participants and Attendees**

A user organizing an Event on any SVB Facility among other users is responsible for ensuring that all participants and attendees at user's activity are aware of the rules established by the District for use of District SVB Facilities. The organizing user is responsible for any and all damages to buildings, grounds, fields, and equipment caused by participants and attendees. If the organizing user's activity on any SVB Facility is open to any non-residents of the District, then no person shall be denied the equal privileges and enjoyment of having free and open access to the user's Event on the basis of race, color, creed, religion, national origin, or sexual orientation. Access may not be limited on the basis of age or sex except insofar as the goals or purposes of the activity require such limitation and are lawful.

6.5 **Abandoned Property**

Any property left on any SVB Facility shall, after a period of ten (10) days from the last day of the scheduled use, be deemed abandoned and shall become property of the District to be disposed of or utilized at the District's sole discretion.

7. **USE OF DOG PARK FACILITIES**

7.1 **Access to the Dog Parks**

Access to the Harmony Dog Parks is limited to Harmony Residents, their Guests, and annual Pass Holders.

7.2 **User Responsibility**

7.2.1 For the safety of all persons and dogs, all users of the Harmony Dog Parks must exercise vigilance and strict adherence to the District Rules, as set forth herein.

- 7.2.2 Violators may have their access to the District Dog Parks restricted, be charged with trespassing, or both.
- 7.2.3 Users of the District Dog Parks do so at their own risk.
- 7.2.4 Users must apply common sense rules when approaching or otherwise interacting with an unknown dog. Neither the Harmony CDD, the Harmony community, nor any affiliated boards, employees, or consultants shall be liable for any injury nor any damage sustained while using the District Dog Parks.

7.3 **General Policies**

- 7.3.1 No animals other than dogs are allowed in the District Dog Parks. The off-leash areas of the dog parks are for the exclusive use of dogs, their handlers, and those accompanying them. No other use is permitted.
- 7.3.2 Organized people-dog activities that require a dedicated portion of the park or that may inhibit regular individual enjoyment must be requested through the Special Event Application Process, as outlined in Section 8 of these rules.
- 7.3.3 Handlers must pick up any waste left by their dogs. For the convenience of dog owners and dog park users, pot stations and waste receptacles are available in the dog parks and throughout the Harmony community.
- 7.3.4 Dogs must be on leashes while entering and exiting a dog park. Handlers must, at all times, have possession of the leashes on their dogs.
- 7.3.5 Dogs must, at all times, be under within view of their handler and under control of their handler.
- 7.3.6 Handlers acting alone must be sixteen (16) years of age or older.
- 7.3.7 The maximum number of dogs per handler is two (2).
- 7.3.8 No unvaccinated dogs are permitted in an off-leash dog park area.
- 7.3.9 No female dog in heat is allowed inside the dog parks, or in close proximity to any dog entering or exiting an off-leash dog park area.
- 7.3.10 Dogs must be removed from a dog park at the first sign of aggression. No spiked collars are permitted.
- 7.3.11 Handlers are responsible for any injuries or property damage caused by the dog(s) under their control. Handlers must fill in all holes dug up by the dog(s) under their control.

7.3.12 Children younger than twelve (12) years of age must be supervised by an adult while within the confines of an off-leash dog park.

7.3.13 No smoking, alcoholic beverage, or glass container of any kind is permitted in an off-leash dog park area.

7.3.14 No food is permitted in an off-leash dog park area, except for training treats.

7.3.15 Hanging objects of any kind on the fences surrounding any structure with a dog park is prohibited.

8. SPECIAL EVENT APPLICATION PROCESS

8.1 Recreation Facility Reservations

Use of District Facilities is scheduled on a “**first come, first served basis.**” The Event Organizer must submit a Harmony Community Development District Parks and Recreation Facility Usage Application to the District Manager no later than **fifteen (15) calendar days** prior to the Event. A copy of this Application is attached hereto and available on the District website, www.harmonycdd.org/public-records/rules. In case of a date conflict, the Organizer will be notified by the District Manager after receiving and reviewing the Application.

8.2 Event Approval or Denial

After review of the application, the District Manager may approve or deny the application. The District Manager will inform the Event Organizer within **five (5) calendar days** after receipt of the application as to the approval or denial of the Event.

8.3 Event Examples

The following list of Special Events does not identify every possible Special Event, but should provide a guideline as to the types of Special Events that may be held on District property. Questions should be directed to the District Manager.

Typical Events:

- | | |
|---|--------------------------------|
| ▪ Birthday Parties | ▪ Dog Shows or other pet shows |
| ▪ Anniversary Parties | ▪ Magic Shows |
| ▪ Wedding, Graduation, and other receptions | ▪ Garage Sales |
| ▪ Instructional Classes | ▪ Concerts |
| ▪ Plays/Musicals | ▪ Dances |
| ▪ Club Activities | ▪ Auctions |
| ▪ Registrations | ▪ Athletic Events |
| ▪ Walk-a-thons | ▪ Political Events |
| ▪ Beauty Pageants | ▪ Religious Events |

8.4 **Review of Application**

In addition to the Special Event logistics, the District Manager's review of the application will take into consideration and assess all factors in the best interests of the District:

8.4.1 Time of the performance or function and the duration of the Special Event.

8.4.2 Any disruption of the normal use of District Recreation Facilities.

8.4.3 Whether the Special Event is consistent with the family atmosphere desired to be maintained in the Harmony Community.

8.4.4 Whether the Special Event is consistent with Harmony's Restrictions, Guidelines, and Goals Concerning Companion Animals, Habitat, and Wildlife.

8.5 **Event Logistics**

The Event Organizer must provide the District Manager with detailed Event information and copies of required documents at the time the Event Organizer schedules the Event with the District Manager. Such information and documents may include, but are not limited to, the following:

8.5.1 **Payment of Fees**

Event Organizer must pay all applicable fees to the District Manager at the time the Event is scheduled with the District Manager. Individuals, organizations, or companies assessed fees during or after the Event will be invoiced by the District Manager. All assessed fees must be paid to the District Manager no later than fifteen (15) calendar days after invoice date.

8.5.2 **Fee Schedule**

The fee(s) that an Event Organizer may be required to pay are assigned pursuant to the schedule included in Chapter 3, Section 4.2, Special Event Fee Schedule, as adopted by the Board and assessed by the District Manager.

8.5.3 **Event Map/ Layout**

A physical layout of the Event site, including parking, traffic flow, and the location of any tents, stands, or other temporary structures, must be provided.

8.5.4 **Event Agenda**

A listing, with times, of all functions associated with an Event must be provided.

8.5.5 **Vendor/Supplier List**

The names, addresses, and phone numbers of all food and merchandise vendors, rental companies, subcontractors, and any other groups operating at an Event must be provided.

8.5.6 Logistical Schedule of Event

The timing, personnel, and organizations that will be involved with the deliveries, setup, and cleanup of an Event must be provided.

8.5.7 Tent Permits/Fire Retardant Certificates

A tent permit can be obtained through the County Zoning and Code Enforcement Department. A tent structure covering an area of 100 square feet or greater must have a permit. To receive a permit, a map showing the location of all tents must be submitted and approved by the District. Proof of a fire retardant certificate for each tent is required. For details on these matters, contact the County Zoning and Code Enforcement Office at the address provided on the Event Application Form.

8.5.8 County Alcohol Permit

Approval of a County Alcohol Permit Application must be secured. For details on how this is done, contact the County Parks and Recreation Department at the address provided on the Event Application Form.

8.5.9 Other Approvals

Street closure approval and any other applicable government-issued permits and approvals are the responsibility of the Event Organizer.

9. USE OF DISTRICT RECREATION FACILITIES FOR SPECIAL EVENTS

The Organizer shall not commit, nor cause to be committed, any waste on the District property. The premises must be maintained in a neat, clean, and sanitary condition at all times, and the Organizer must use his or her best efforts to deter vandalism and protect the premises, equipment, and improvements maintained by the District. The Organizer agrees to report any emergencies, unusual incidents, or hazardous conditions to the District as soon as possible.

9.1 Maintenance

The District will perform ordinary maintenance for the subject premises; however, the Organizer will be responsible for preparing the premises for each Event and returning the premises to the condition in which they were found prior to the Event.

9.2 Inspection of Subject Premises Following Event

The District Manager or a designee will complete an inspection of the subject premises immediately following, or as close to the end of, an Event as is reasonable given the timing and duration of the Event. Upon inspection, the District Manager or a designee will assess any damage to the subject premises and will invoice the Event Organizer for the cost of the damage.

9.3 Signs

The Organizer is permitted to place signs and/or banners at the District Recreation Facility no more than **two (2) calendar days** prior to the Event. All such signs/banners must be erected and dismantled at the Organizer's expense. This provision does not

automatically authorize the specific placement of any specific sign and/or banner, and such placement shall be subject to any existing District Resolution/Rule or County Ordinance which regulates the placement of signs and/or banners. Upon completion of an Event, all signs and/or banners must be removed by 5:00 p.m. the following calendar day.

9.4 **Event Times**

All Events are to occur during normal operating hours of the identified District Recreation Facility in which the Event is being held, unless the District Manager authorizes an Event outside of the normal operating times.

9.5 **Assumption of Risk**

The Event Organizer assumes the sole and exclusive risk of weather conditions prohibiting performance of all or any part of the Special Events. The District makes no representations that the premises will be available on any dates, on which the Organizer may wish to reschedule an Event, other than the dates originally reserved.

9.6 **Special Event Fees and Charges**

9.6.1 Pursuant to the authority in Section 190.011 (10), Florida Statutes, and as may be provided by District resolutions adopted by the Board of Supervisors at publicly advertised meetings, the District may collect Special Event fees and/or charges as necessary for the conduct of District activities and services, per the schedule set forth in District Rules Chapter 3, Section 1.4.2, Special Event Fee Schedule.

9.6.2 **Damage/Cleanup Statement (Charged on an individual event basis)**

Any organization or individual who holds a Special Event on District property will be responsible for any area, park, or facility that is utilized during the Special Event. The Organizer must provide for cleanup after each Event. Any individual, organization, or company needing dumpster service **in addition** to the usual dumpster service provided by the District, must utilize Osceola County's current waste removal contractor, which is denoted on the Event Application Form.

9.7 **Security Deposit**

9.7.1 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 Event Organizer schedules the Event with the District Manager.

9.7.2 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 the District property and apply the security deposit to the charge.

9.7.3 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 the District property exceeds the security deposit, the Event Organizer shall be

charged for the property damages. All damage charges must be paid to the District no later than **fifteen (15) days** after invoice date.

9.8 Indemnification and Hold Harmless

9.8.1 The EVENT ORGANIZER SHALL sign the Harmony Community Development Parks and Recreation Facility Usage Application and therefore agree for the entity, corporation, organization, or individual and all of its agents, officers, directors, employees, consultants, or similar persons to BE LIABLE FOR ANY AND ALL DAMAGES, LOSSES, AND EXPENSES incurred by the District, CAUSED BY the acts and/or omissions of the Organizer, or any of its agents, officers, directors, employees, or the like.

9.8.2 The EVENT ORGANIZER AGREES TO INDEMNIFY³, DEFEND, AND HOLD THE DISTRICT HARMLESS⁴ for any and all claims, suits, judgments, damages, losses, and expenses, including but not limited to, court costs, expert witnesses, consultation services, and attorney's fees, arising from any and all acts and/or omissions of the Organizer, or any of its agents, officers, directors, employees, consultants, or similar persons.

9.8.3 The state, state agencies, and subdivisions of the state shall not be subject to this indemnification clause in accordance with Section 768.28(19), Florida Statutes.

9.8.4 None of the indemnification or insurance requirements referenced in this Policy or in the Event Application constitutes a waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes.

9.9 Insurance Requirements

9.9.1 In order to hold a Special Event, the requesting organization or individual must, upon request of the District Manager, furnish to the District Manager proof of liability insurance, identifying the District as “Additionally Insured**” for the date of the Special Event, with the “Additionally Insured” declaration in said policy reading as follows: Harmony Community Development District. This name and the District’s address must be on all Certificates of Insurance.**

9.9.2 Insurance shall be provided, at the discretion of the District Manager, for any Event scheduled to occur on District property. The District Manager’s decision will be reasonable, fair, non-arbitrary, and informed. The District Manager will review the quantity of participants and the nature of the activity and/or product sales to make a final determination.

³ As used in this policy, the phrase “indemnify” shall mean “to restore the victim of a loss, in whole or in part, by payment, repair, or replacement.” Blacks Law Dictionary 769 (6th ed. 1990).

⁴ As used in this policy, the phrase “hold harmless” shall mean that the Organizer “assumes the liability inherent in a situation, thereby relieving the [District] of responsibility.” Id. at 731.

- 9.9.3 The Event Organizer is responsible for obtaining and submitting all required insurance certificates to the District Manager no later than **five (5) calendar days** prior to the Event date. Failure to provide this information within **five (5) calendar days** prior to the Event date will result in cancellation of the Event.
- 9.9.4 The District reserves the right to adjust insurance requirements on a per-Event basis.
- 9.9.5 Any Event Organizer requesting a waiver or reduction in the required insurance must submit written notification of the request with the application/permit to the District Manager no later than **fifteen (15) calendar days** prior to the Event date. If the organization or individual has an insurance-related question, each is encouraged to contact the District Manager at the District Office.

PLEASE NOTE:

1. **Auto Liability Insurance** will be required in the amount of the general liability requirement if automobiles are used as part of the Event.
2. **Product Liability Insurance** will be required if there is food sales or consumption at the Event. Each food vendor must provide a Product Liability Insurance minimum of \$1,000,000.
3. **Workers Compensation** will be required if employees are hired for the Event, according to Florida State Statutes.
4. **Alcohol Liability Insurance** will be required if there is alcoholic beverage sales or consumption at the Event (Osceola County uses a minimum of \$1,000,000).

9.10 Special Event Approval

9.10.1 Approval/Denial Verification

The District Manager will provide written notification of the approval or denial of any special requests: e.g., insurance waiver or revisions, policy waivers, or any other special request submitted in writing by the Event Organizer.

9.10.2 Revisions or Adjustments to Application

No revisions or adjustments to a final approved application or related items may be made without prior written notification to and written approval from the District Manager or designee.

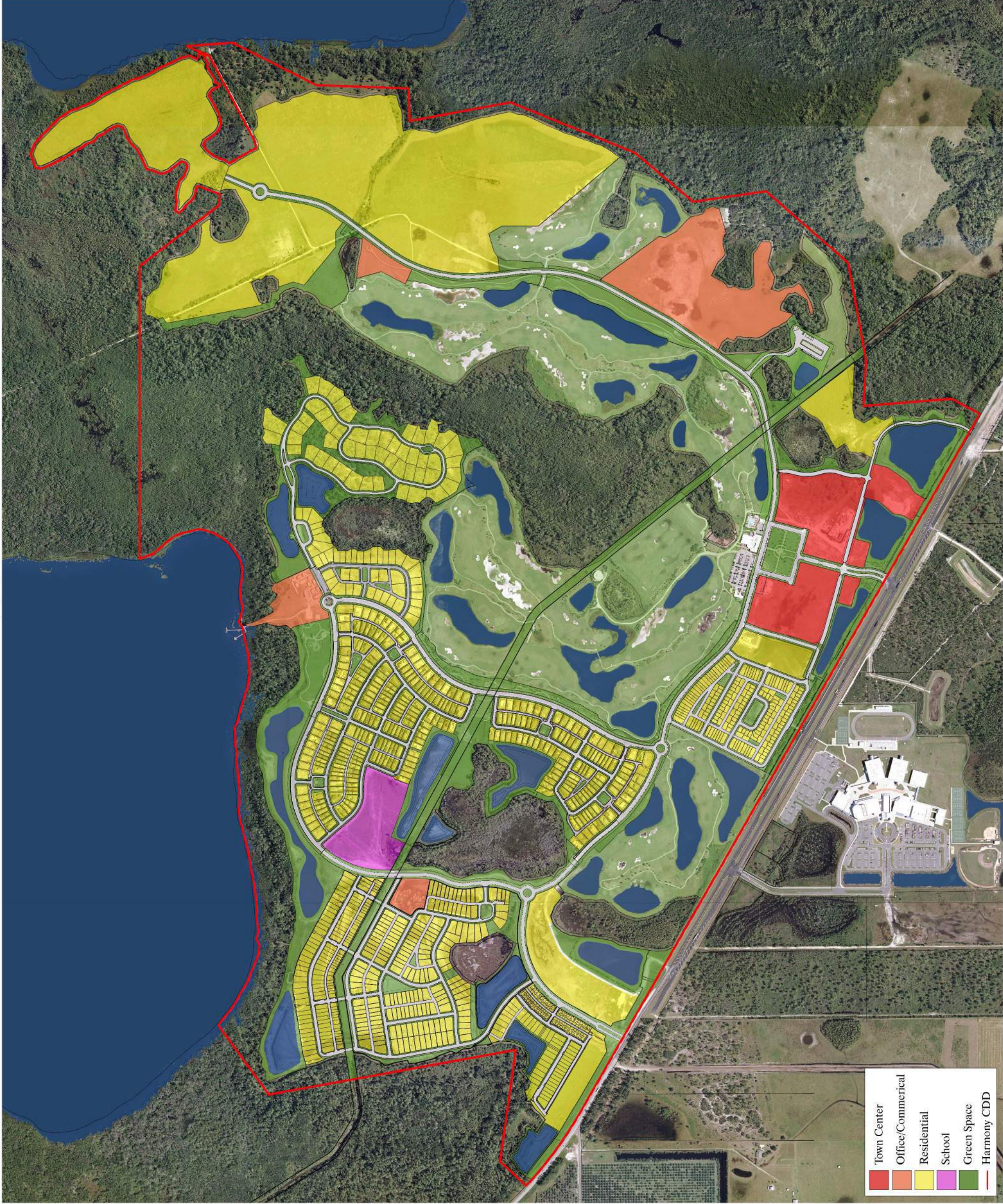
9.11 Responsibility Statement

An organization or individual planning and executing an Event within the boundaries of the District will abide by all applicable State, County, and District laws, rules, ordinances, and policies. The Organizer will also supply the District Manager with all the information, documentation, and insurance requirements necessary to assure that all parties involved with the Event will be in compliance. Failure to abide by the policies stated in this policy may affect future Special Event requests submitted by the individual or organization.

The District has taken all readily achievable measures to ensure that all District Facilities comply with the Americans with Disabilities Act (ADA).

IN ACCORDANCE WITH THE PROVISIONS OF THE ADA, ANY PERSON IN NEED OF ANY SPECIAL ACCOMMODATION(S) TO UTILIZE THESE RECREATIONAL FACILITIES MAY CONTACT THE DISTRICT MANAGER AT THE ADDRESS LISTED IN SECTION 1.6 ABOVE.

DRAFT



- Town Center
- Office/Commercial
- Residential
- School
- Green Space
- Harmony CDD



AERIAL SOURCE: OSCEOLA COUNTY 2005 AERIALS

Harmony CDD

Osceola County, Florida



HARMONY CDD

Access Card Registration

NAMES OF RESIDENTS: *(Please designate ages for children)*

ADDRESS: _____

☐ **Owner** ☐ **Renter, Lease Expiration Date:** _____

TELEPHONE: _____ **EMAIL:** _____

Initial access cards are free to all resident owners 12 years of age and older.

Residents who rent a home in Harmony are required to pay a fee of \$10.00 per card.

Replacement cards (for any reason) are \$10 each.

POOL GUIDELINES: NO NIGHT TIME SWIMMING!

- ▶ Swimming is only permitted during the posted hours of operation.
- ▶ Children 15 years of age and younger must be under adult supervision to use the pool.
- ▶ Residents may bring a maximum of four (4) guests per family to the pool.

BOAT DOCK GUIDELINES:

- ▶ The boat dock facilities are open to residents ages 12 and older with a valid access card. Children ages 11 and younger must be under adult supervision at the boat dock.

RULES:

- ▶ For a complete list of recreational facility rules, please refer to Chapter 4, Harmony CDD Park and Recreation Facility Rules available on the website, www.HarmonyCDD.org.

WAIVER: I understand that the Harmony Community Development District (“District”) assumes no responsibility for injuries or illness that I may sustain as a result of my physical condition or resulting from my participation in any activities, sports, use of the pool, use of the boat dock, use of the playgrounds or other activities at any of the District’s recreational facilities. I expressly acknowledge on behalf of myself and my heirs that I assume the risk for any and all injuries and illness that may result from my participation in the activities. I hereby release and discharge the Harmony Community Development District, its agents, servants and employees from any claims for injury, illness, death, loss or damage that I may suffer as a result of my participation in these activities. I understand that the Harmony Community Development District is not responsible for personal property lost or stolen while participating at the Harmony boat dock, pools and other recreational facilities.

ACCEPTANCE: I acknowledge the waiver as set forth above and agree to its terms. I have read and agree to abide by the Harmony CDD Park and Recreation Facility Rules. I also understand that I am financially responsible for any damages caused by me or my family members.

Signature of Adult Resident

Date

HARMONY COMMUNITY DEVELOPMENT DISTRICT PARKS AND RECREATION FACILITY USAGE APPLICATION

PERSONAL/INDIVIDUAL USE APPLICATION

IMPORTANT: Please type or print legibly. All sections must be completed. Some applications may require additional review and approval from the District. **Usage will only be confirmed if all appropriate information has been supplied.**

APPLICANT INFORMATION

Name: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Fax: _____ E-mail: _____

EVENT INFORMATION

Type of event: _____

Requested location: _____

Event date(s): _____

Times From: _____ (a.m./p.m.) To: _____ (a.m./p.m.)

Anticipated # of attendees: _____ What age group? _____

NOTE: *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.*

DAMAGE DEPOSIT

For each event with 10 or more attendees, the District shall collect from the event organizer a **Damage Deposit** in the amount **\$250** at the time the event is scheduled with the District Manager.

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 the District property and apply the Damage Deposit to the charge.

If the damage to the District property is less than the Damage Deposit, the excess amount from the deposit shall be returned to the event organizer. If the damage to the District property exceeds the Damage Deposit, the event organizer shall be charged for the property damages. All damage charges must be paid to the District no later than 15 days after invoice date.

VENDORS/MERCHANDISE

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.

How many vendor/merchandise locations will your event require? _____

Please describe vendors/type that will occur on day of event: _____

A complete detailed listing of names must be provided of all vendors. Please attach a list with the names, addresses, phone numbers and types of service of any person(s) that you have an agreement/contract for any service they will provide for you.

Attached: ☐ Yes ☐ No

CATERING

Will your event require catering? ☐ Yes ☐ No

Name of Company: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Work Phone: _____ Fax: _____

Cell/Pager: _____ Email: _____

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

INDEMNIFICATION AND HOLD HARMLESS

The EVENT ORGANIZER agrees that this application applies to the individual and all of his or her agents, officers, directors, employees, consultants or similar persons.

UPON SIGNATURE of this application, THE EVENT ORGANIZER AGREES TO BE LIABLE for any and all damages, losses and expenses incurred by the District, caused by the acts and/or omissions of the event organizer, or any of its agents, officers, directors, employees, consultants or similar persons.

THE EVENT ORGANIZER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE DISTRICT HARMLESS for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the organizer, or any of his or her agents, officers, directors, employees, consultants or similar persons.

The State, agency or subdivision of the State shall not be subject to this indemnification clause in accordance with Section 768.28(19), Florida Statutes.

None of the indemnification or insurance requirements referenced in the Harmony Community Development District Parks and Recreation Facilities Policy or in this Application constitute a waiver of sovereign immunity pursuant to Section 768.28, F.S.

SIGNATURE OF APPLICANT/EVENT ORGANIZER

ACKNOWLEDGEMENT:

- *I understand that this is an application only and does not obligate the Harmony Community Development District in any fashion to reserve any facility and/or approve any event.*
- *I have read, understand, and agree to abide by the policies set forth by the Harmony Community Development District in Chapter 4, Parks and Recreation Facilities Rules.*
- *If approved, I understand that I must have a copy of the signed, approved application in my possession at the event or I will be denied access for this event.*

Signature: _____

Date: _____

Printed Name: _____

APPROVAL FROM HARMONY CDD

Signature: _____

Date: _____

Printed Name: _____

Title: _____

HARMONY COMMUNITY DEVELOPMENT DISTRICT PARKS AND RECREATION FACILITY USAGE APPLICATION

ORGANIZATION/COMPANY USE APPLICATION

IMPORTANT: Please type or print legibly. All sections must be completed. Some applications may require additional review and approval from the District. **Usage will only be confirmed if all appropriate information has been supplied.**

APPLICANT INFORMATION

Name of Entity/Organization/Company: _____

Address: _____

Type of Organization: ☐ Non-Profit ☐ Commercial ☐ Government ☐ Private
If Non-Profit, does your organization hold a current 503(c)(3) certificate? ☐ Yes ☐ No

Contact Person: _____ E-mail: _____

Work Phone: _____ Cell Phone: _____

EVENT INFORMATION

Type of event: _____

Requested location: _____

Event date(s): _____ Times From: _____ (a.m./p.m.) To: _____ (a.m./p.m.)

Anticipated # of attendees: _____ What age group? _____

NOTE: *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.*

DAMAGE DEPOSIT

For each event with 10 or more attendees, the District shall collect from the event organizer a **Damage Deposit** in the amount **\$250** at the time the event is scheduled with the District Manager.

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 the District property and apply the Damage Deposit to the charge.

If the damage to the District property is less than the Damage Deposit, the excess amount from the deposit shall be returned to the event organizer. If the damage to the District property exceeds the Damage Deposit, the event organizer shall be charged for the property damages. All damage charges must be paid to the District no later than 15 days after invoice date.

VENDORS/MERCHANDISE

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.

How many vendor/merchandise locations will your event require? _____

Please describe vendors/type that will occur on day of event: _____

A complete detailed listing of names must be provided of all vendors. Please attach a list with the names, addresses, phone numbers and types of service of any person(s) that you have an agreement/contract for any service they will provide for you.

Attached: ☐ Yes ☐ No

CATERING

Will your event require catering? ☐ Yes ☐ No

Name of Company: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Work Phone: _____ Fax: _____

Cell/ Pager: _____ Email: _____

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Signature: _____

Date: _____

Printed Name: _____

APPROVAL FROM HARMONY CDD

Signature: _____

Date: _____

Printed Name: _____

Title: _____

HARMONY CDD

Speaking Request Form

Name: _____
(please print clearly)

Address: _____

The Agenda item that I wish to speak to:

Audience Comments

Other Agenda Item, number

My written comments:

- *If you desire to speak on more than one topic, please complete a separate form for each agenda item.*
- *Please limit your comments to three minutes.*
- *Groups should designate a spokesperson to avoid duplication of comments on similar issues.*
- *The Public Comment Period is for comments, not for debate or dialogue with the Board.*
- *Comments should be directed to issues rather than the Board or an individual Board member.*

Harmony Community Development District

Boat Use Agreement

Name: _____ First Initial of Last Name _____
 Address: _____ Driver License # _____

 Home Phone: _____ Other Phone: _____

In consideration of the use of Buck Lake Park boats and equipment, I agree to the following terms and conditions:

1. I agree to return the boat and all equipment immediately following the completion of use in as good condition as I received it, but in no event later than the time stated above on such date.
2. The boat and all keys and equipment shall be returned to the Dockmaster, or to a location that the Dockmaster may direct, at the conclusion of my use.
3. I will only use the boat and equipment within the boundaries of Buck Lake Park and agree not to remove the boat or any equipment from Buck Lake Park.
4. I represent that (A) I am familiar with the operation and use of the boat; (B) I have received and I understand any requested instruction on its operation; (C) I can operate and control this boat in accordance with the instructions given to me; and (D) I will not allow operation of the boat by any person other than myself.
5. **I FURTHER AGREE TO ACCEPT ALL RISKS ASSOCIATED WITH THE USE AND OPERATION OF THE BOAT AND EQUIPMENT, including, without limitation, risks involving boat malfunction, falling overboard, changes in weather conditions, conflicts with wildlife or other unforeseeable circumstances. I UNDERSTAND THAT BUCK LAKE PARK IS NOT STAFFED WITH PERSONNEL THAT CAN PROVIDE IMMEDIATE EMERGENCY SUPPORT TO ME OR MY PARTY.**

INITIAL _____

6. I further agree that I am responsible for all applicable federal, state and local boating laws when operating the boat.
7. If the boat exhibits any signs of a malfunction, I agree to return it to the dock immediately to be repaired or replaced.
8. I further agree to pay for any damage sustained by the boat and any equipment loss during the time of my possession, and to pay any damages to the facilities or grounds of Buck Lake Park caused by the use of the boat. I understand that upon completion of repairs I may incur additional charges.

(PLEASE TURN OVER)

9. I, on behalf of myself and my party, **RELEASE THE HARMONY COMMUNITY DEVELOPMENT DISTRICT, BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP AND THEIR AFFILIATES FROM LIABILITY FOR AND AGREE TO INDEMNIFY THEM AGAINST ALL LOSSES INCURRED AS A RESULT OF (i) the failure of me or any member of my party to fulfill any condition of this Agreement, (ii) injury or property damage (including, without limitation, injury to me or any member of my party) arising out of or in any way connected with the operation of the boat and equipment during my possession of the boat, regardless of whether I was operating the boat at the time of the incident, or (iii) the failure of me or any member of my party to comply with any applicable federal, state or local laws.**

INITIAL

10. **HARMONY COMMUNITY DEVELOPMENT DISTRICT, BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLP AND THEIR AFFILIATES, SHALL NOT BE LIABLE for any and all claims for loss, damage or injury of any nature whatsoever to person or property resulting in any way from or in any fashion arising from, connected with or resulting from occupancy and use of the reserved boat, WHETHER CAUSED BY NEGLIGENT ACTS OF HARMONY COMMUNITY DEVELOPMENT DISTRICT, BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLP AND THEIR AFFILIATES, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE.**

INITIAL

11. I understand that my privilege to use the lake, including, without limitation, the use of the boat and equipment, can be suspended or terminated upon a breach of any term or condition of this Agreement or if I or members of my party fail to adhere to posted rules pertaining to Buck Lake Park.

Signed: _____ Date: _____
Operator

Signed: _____ Date: _____
Parent/Guardian if operator under 21 years

Witness: _____ Date: _____

Witness certifies that the Operator and/or Parent/Guardian of Operator has reviewed each provision contained in this agreement and specifically read, initialed, and agreed to the provisions in bold print above.