

**HARMONY  
COMMUNITY DEVELOPMENT DISTRICT**

**JULY 30, 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

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

July 21, 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, July 30, 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 Minutes**
  - A. June 25, 2015 Regular Meeting
  - B. June 26, 2015 Budget Workshop
- 4. Public Hearing for Rulemaking**
  - A. Public Hearing to Adopt Final Amended Rules of Procedure and Fee Schedule for Recreational Facilities
  - B. Consideration of Resolution 2015-07 Adopting the Final Amended Rules of Procedure and Fee Schedule for Recreational Facilities
- 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
    - i. Settlement Agreement with Allstate Paving
    - ii. Memorandum of the Sunshine Law
  - C. Field Manager
    - i. Dock and Maintenance Activities Report
    - ii. Buck Lake Boat Use Report
- 8. Discussion Items**
  - A. Green Neighborhood Parks Refurbishment
- 9. District Manager's Report**
  - A. June 30, 2015 Financial Statements
  - B. Invoice Approval #183, Check Register and Debit Invoices
  - C. Website Statistics
  - D. Questions and Comments on the Proposed Fiscal Year 2016 Budget
  - E. Harmony Soccer Club Facility Use Application
- 10. Supervisor Requests**
- 11. Adjournment**

The Memorandum of the Sunshine Law will be sent under separate cover. 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

## **Third Order of Business**

**3A.**

## MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, June 25, 2015, at 6:00 p.m. at Harmony Community School, 3365 Schoolhouse Road, St. Cloud, Florida.

Present and constituting a quorum were:

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

Also present were:

Gary Moyer	Manager: Moyer Management Group
Danny Gough	Bio-Tech Consulting
Larry Medlin	Bio-Tech Consulting
Gerhard van der Snel	District Staff
Residents and Members of the Public	

### FIRST ORDER OF BUSINESS

#### Roll Call

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

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

### SECOND ORDER OF BUSINESS

#### Audience Comments

There being none, the next item followed.

### THIRD ORDER OF BUSINESS

#### Approval of the Minutes of the May 28, 2015 Meeting

Mr. Berube reviewed the minutes of the May 28, 2015, meeting and requested any additions, corrections, notations, or deletions.

On MOTION by Mr. Walls, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the minutes of the May 28, 2015, meeting.

### FOURTH ORDER OF BUSINESS

#### Subcontractor Reports

##### A. Aquatic Weed Control - Bio-Tech Consulting Monthly Highlight Report

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

Mr. Berube addressed concerns with the algae.

Mr. Berube stated you hear the word “invasive” and it seems like a disaster story, but in this limited ecosystem, tell me why we need to get rid of invasives.

Mr. Gough stated because they are going to take over your ponds. Hydrilla and torpedograss are going to choke out your good vegetation. When you start filling up these ponds with hydrilla, it will choke out the outfall structures and the flow of the ponds. It can change a lot of things. As far as the grass on the perimeters, you have all of these beautiful, natural plants that grow around it. If we do not do anything about the torpedograss or cogongrass, there is not a selective way to get rid of that. We spray it and it dies. We cannot try to handpick all of the grass throughout to try to keep all of the good plants on top of all of the bad plants; the bad plants will take over. There is no selective way to spray grass out of grass. You either keep it, you kill it, or you maintain it monthly, like we have been doing. You will not see as much impact if you were to move treatments to quarterly. If you had a quarterly stretch over June, July, and August, and we did not treat at all over those three months, the ponds are going to look bad in September. You will see a lot more of us. We will come out with a bigger crew. You will see more death, which is not ultimately what you are looking for. It sounds like we use a lot of chemical, but we really do not. If we use a lot more chemical, there will be a lot more impact quarterly than there would be monthly. We had this conversation before about changing everything from monthly, and I do not think that it will work. You keep your ponds natural, but there are also a lot of invasives including torpedograss and cogongrass, which grow like wildfire. They grow faster than your native plants and the ones that you want that keep your golf course and your neighborhood looking beautiful. Moving to quarterly treatments, you will see more impact because your ponds will outgrow. The torpedograss will eventually cover them. They can possibly fill up with hydrilla. You mentioned just letting them fill with algae. The ponds will not look great aesthetically, and when we have to treat it, we have to use a lot more chemical to treat an entire pond that is completely covered with algae, whereas I can probably go with maybe 10 gallons and spray a small ring around it.

Mr. Berube stated the major control would have been to control algae.

Mr. Gough stated we rarely spray for algae here.

Mr. Medlin stated it also keeps the fish alive. More than aesthetics, letting torpedograss grow will actually affect the function of the stormwater ponds by clogging

them. The engineer would agree with me. Clogging structures could possibly cause flooding. That is the most important aspect of this.

Mr. Berube stated the last concern that we have is, some ponds are clear cut and some let a buffer grow. From your perspective, should we have a buffer that grows a foot or two before it gets cut, or is it better to clear cut all the way to the water's edge?

Mr. Gough stated I like the fact that you clear cut once a year; however, you do it because it opens it up slightly so I can get to some of the material that is in the water. Broomsedge is the number one thing that you have growing around your ponds, and at a certain time of year, it blooms and looks pretty. Then you mow it in the fall. It gives us more access to spray out into the water so I am not traversing through this buffer zone to get some torpedograss that otherwise I would not be able to see by driving or walking by.

Mr. Berube stated so overall the buffer zone is a moot point for the aesthetics of the pond.

Mr. Gough stated yes, you can take it or leave it. It is either way.

Mr. Medlin stated you have some vegetation that is going to take up the nutrients in that pond quicker. You will have more algae blooms if you do not have that vegetation ring in that pond. Those nutrients will be taken up at some point by something, whether it is algae or the native plants.

### **B. Landscaping - 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.

Mr. Berube stated no one is representing Davey Tree. They had something else come up tonight.

Mr. LeMenager asked why is there no invoice for Davey Tree?

Mr. Berube responded it is probably a timing issue. Their invoice is \$32,000 per month.

Mr. LeMenager stated I noticed that our invoices are only \$62,000 this month, which is low.

Mr. Berube stated accounts payable is a bigger number, and now we know why. We need to decide whether or not to go out for an RFP.

Mr. LeMenager asked is the threshold \$140,000?

Mr. Moyer responded \$195,000.

Mr. Berube stated we will probably go out for an RFP unless we can find a way to continue with them.

## **FIFTH ORDER OF BUSINESS**

### **Developer's Report**

There being none, the next item followed.

## **SIXTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Engineer**

There being nothing to report, the next item followed.

#### **B. Attorney**

Mr. Berube asked did anyone hear from Mr. Qualls?

Mr. Moyer responded no, but the weather going through Orlando was terrible.

Mr. Berube stated usually he is here hours early.

#### **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.

Mr. LeMenager stated you are doing a fine job.

Mr. van der Snel stated thank you.

Mr. Berube stated everyone is happy.

Mr. van der Snel stated yes.

Mr. Walls asked how is the staffing?

Mr. van der Snel responded good. I hired a new guy, and he started last Tuesday.

Mr. Berube asked how many new employees did you hire?

Mr. van der Snel responded one guy I hired decided not to show up because his phone was stolen, and he could not get to work. I hired the second runner-up. He is doing great and will take over for Mr. Sean Keating as the dockmaster. He is local from St. Cloud.

##### **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.

## **SEVENTH ORDER OF BUSINESS**

### **Discussion Items**

Mr. LeMenager asked do we have to take a four-hour ethics course each year?

Mr. Moyer responded no. I will send to all of you a ruling by the Commission on Ethics saying that you are not a municipal official. You do not need to attend this course.



Mr. Farnsworth asked does the District manager or the District have available a projector that ties into a small PC? Sometimes when we are talking back and forth and looking at documents and people have different input, it would be so much easier to have something that everybody can see at the same time rather than looking back and forth and trying to figure out where everybody is.

Mr. Berube stated I think that we are going to have some discussion about potentially moving back to the Champions Grill room. When they set up that room, they typically put a screen and projector on a table, which you can connect to your laptop. They also have a sound system they have made available to us.

Mr. Farnsworth asked do they have a projector that we can use?

Mr. Berube responded yes. They are there for every single event. If we go back to that room, that will solve that request.

Mr. Farnsworth stated for the time that I have been here, I do not ever remember using it. It is great that it is there.

Mr. Berube stated it is part of the room setup.

Mr. Walls stated I noticed that there were a couple of vandalism issues, mostly at Lakeshore Park with the message board. Can we install cameras?

Mr. van der Snel responded we can install cameras but we do not have internet. I investigated using an air card, but Sprint told me that an air card is for light office use. Currently, we are having problems with the camera feed going into my office. I have an air card, but it is not made for all of those images. The air card is for emails and light internet use. If we want to have an air card over there, that probably will not work.

Mr. Walls stated I was thinking about a deer camera like we had before.

Mr. van der Snel stated there are wireless cameras that will record two or three days. Then you can review the footage. Those are available. Vandalism is there.

Mr. Walls stated it looks like it happened more than once.

Mr. van der Snel stated we just put up a new message board and three days later, someone threw a rock at it. Those cost \$40. It happens. We also had vandalism in the restrooms. We can try putting a camera there.

Mr. Berube stated like the pool cameras, you can catch something going on. When you look at these images, you can see the people, but if you do not know who they are, it does not do you much good. It is the cost of catching people on cameras versus the ability

to do something with them. What do you do with the images once you have them? We got lucky with someone who caught the kids trying to steal the boats, and we were able to get the sheriff involved.

Mr. Farnsworth asked what is the resolution limit on the cameras? In other words, if you have a higher resolution but it takes fewer pictures, like one every couple of seconds so you do not go over the maximum storage capacity, is there any option in increasing the quality of the pictures but taking fewer of them?

Mr. Berube responded he has good quality pictures now where you can see people.

Mr. Farnsworth asked can you see their faces enough to identify them?

Mr. Berube responded yes.

Mr. van der Snel stated we are currently installing two cameras at the Swim Club. One is directed to the kiddie pool, and one is directed to the exit button.

Mr. Berube stated the real deal is if you get a video that is nice and clear. We had this discussion with the attorney. It is a public video. We can post the video online and ask if anyone can identify these people. Though it may be legal, I am not sure what kind of uproar that would cause.

Mr. Farnsworth stated the reason I asked the question regarding the quality of the video is because I have seen some videos like the security videos in 7-11 when someone robs the place. I looked at those pictures, and there is no way to possibly identify somebody from that video. I was wondering if our cameras were better.

Mr. van der Snel stated it depends if you have an HD quality security system that you pay \$1,200 for or you go on Amazon and get the \$300 one.

Mr. Berube stated here is a real time live shot of the Swim Club parking lot.

Mr. Farnsworth stated it looks good.

Mr. Berube stated that is on a small screen and it is the quality you are working with.

Mr. Farnsworth stated that is a lot sharper picture than most surveillance pictures I have seen.

Mr. Berube stated he upgraded the video. The old video was fuzzy. The problem is that you can discuss it all day long and we can put cameras everywhere. There is a cost to maintain them. Once you catch someone on video doing something, what do you do with it? If you do not know the people, it is worthless.

Mr. van der Snel stated it helps you to determine the timeframe. Like with the Swim Club, I can look at the camera and tell when something occurred, like a fence jumper. I can see the time on the camera and go through the log.

Mr. Berube stated people take their expired cards and try to get in. It logs all that. Then they go over the fence or call someone else to let them in. When you have a timeline, you can look at who swiped what card. He can look at who swiped what card and see that it is expired and see who walked over and let the person in.

Mr. van der Snel stated we had that situation two weeks ago. At 8:45 p.m., somebody jumped the fence. They tried their access card first, which was not smart because now I can go into the log and see who it was and deactivate their card. That is what happens. They will not call me because they know that something happened. For now, we are doing well on incidents. It is only Lakeshore Park that sometimes has problems.

Mr. Berube stated it is a big gathering place that attracts people late at night.

Mr. van der Snel stated it is fairly dark there.

Mr. Berube stated lighting may improve it.

Mr. Walls stated we will think about that. The other item I have is the proposal that you sent to me from Davey Tree for upgrading a park.

Mr. Berube stated I spoke to Davey Tree about that today.

Mr. LeMenager asked where the houses are?

Mr. Berube responded yes.

Mr. Walls stated I am okay with something like that, but it is a drastic change from where that park is right now.

Mr. LeMenager stated my concern is that we spend a lot of money and kids ruin it anyway. We have pretty trees in that little triangular park behind where I live. It always has two or three kids in it. I do not know if we should spend money on small magnolias. We will have kids climbing all over them.

Mr. Berube stated what I was going to bring up as part of the budget discussion is, we had some prior discussions about what to do with that park. I posted four or five months ago about revising that park and turning the gas pipeline easement across the street into the new park area. We would turn this into an urban forest. The entire grassed area of neighborhood G would be made to look like the pine tree oases along Cat Brier.

Mr. LeMenager asked what about the corner? Do we own that or does the developer?

Mr. Berube responded the developer.

Mr. LeMenager asked is that what we were talking about trading near the lake?

Mr. Berube responded it was some piece of land. I do not think that we want this.

Mr. LeMenager stated I think that it would be a great place to put two soccer fields.

Mr. Berube stated that has not escaped attention. I was considering turning the neighborhood G park into an urban forest with all pine trees and pine needles on the bottom, which eliminates the grass. If kids want to run among the pine trees and needles, so be it. We can then convert this area along the gas pipeline, which we own, right across the street. Keep in mind, you are going to have houses here and you are going to bring in 100 more new kids who are going to overwhelm that park, but if we use this gas pipeline, we have 880 linear feet, 75 feet wide. All we have to do is dress it up a little. If we enclose it with shrubbery, we have a park. It is already grassed.

Mr. Farnsworth asked is it wide enough?

Mr. Berube responded it is 75 feet.

Mr. Farnsworth asked is it wide enough for a soccer field?

Mr. Berube responded absolutely. It is the length of Blazing Star all the way down. It is 880 feet.

Mr. LeMenager asked are there any limitations as to what we can do on top of the gas pipeline easement?

Mr. Berube responded we cannot put in anything permanent.

Mr. LeMenager stated we need to see what the easement says before we start putting anything on top.

Mr. Berube stated remember, we already have a dog park and a golf course on top of it. There are trees to the side of the school on top of it. You have a school parking lot on top of it. The developer cut across that easement with two roads across the street. You do not have to tell anybody anything. The only restrictions are when you build something permanent, like a road or a pavilion that has a concrete base. For recreational use, it is wide open. You are going to have a neighborhood row of houses with a 40-foot landscape buffer behind it between the houses and the gas pipeline easement. That is where the landscaping is going. From the edge of that landscaping to Butterfly Drive, you have 75 feet of grass. We can put three-foot or four-foot high podocarpus bushes to enclose it and keep down the noise. There is your instant park. We can put pine trees in that other one.

If kids want to run around between the pine trees and the pine needles, let it go. It is not going to hurt anything. We maintain the drainage in that park. The moms are going to be unhappy because their kids cannot play in their line of sight, but everybody is complaining that the grass is wrecked all the time. We have to do something.

Mr. LeMenager asked are we going to move the swings?

Mr. Berube responded no. The swings will stay where they are.

Mr. Walls stated they are high and dry.

Mr. Berube stated wherever we have sod that is constantly wrecked, I want to remove all of that sod and make it a pine needle base with pine trees. It will be an urban forest. It will very much look like all of those little pine tree beds along Cat Brier. I think that they look pretty and it is simple. The maintenance is putting pine needles in there when needed. It is simple and we save the drainage.

Mr. van der Snel stated the drawing was created by Mr. Jon Rukkila from Davey Tree and Ms. Kassel brainstorming what we could do there. This is not a settled thing, just a setup of how it could be.

Mr. Walls stated I think it is nice but my concern is the same as Mr. LeMenager's, more of kids trampling it a week later.

Mr. Berube stated that used to be a good-looking park. Everything except for the mulch is destroyed.

Mr. van der Snel stated we are afraid of planting anything there.

Mr. Berube stated it is not because the kids are malicious. The kids are just being kids. They are playing with balls and running around. They do not care. Whatever we do there has to be kid proof. There is a whole new set of houses coming over here that is going to add kids. You have neighborhoods H-1 and H-2 coming online that are going to add kids to that park. The people do not want to send their kids over here to play, and they do not want to send them to Lakeshore Park. If that is not close enough for them, I do not know what else we can do.

Mr. LeMenager stated I have little sympathy for that. We have a gigantic park right over here. I appreciate that it is 2015, and I grew up in the 1950s, but if we had to walk six blocks to get to a park, we walked six blocks. What is the big deal?

Mr. Berube responded I agree. The key to this is, people pay good money to live here, and they have certain expectations. We kept it nice. Keep in mind, we have \$100,000 that

came from the bond refinancing that is officially designated for parks and recreation. We have three years to spend it. We can do other things with it and move it around, but I am not advocating spending \$100,000 on this park. I think that the end result is that we have to do something with neighborhood G. We have an opportunity. It is already planted and everything. If we add some irrigation and bushes, you have a park.

Mr. LeMenager stated yes, especially since the developer put those other plants out there that we are responsible for.

Mr. Berube stated you are right. It is finished. The bigger expense will be planting the pine trees into neighborhood G simply because you have to cut out the sod and buy some pine trees.

Mr. LeMenager stated I do think that we need to think about what to do with that corner.

Mr. Berube stated I agree. There may be some horse trading going on with Lakeshore Park, but the developer is going to have to come up with that. Mr. Bob Glantz mentioned one time that he just might deed it to us without a horse trade because he does not want it either.

Mr. LeMenager stated he does not want to build another pool.

Mr. Berube stated exactly right and that is the problem. If we take it over, people are going to look to us to build a pool on our newly acquired land.

Mr. LeMenager stated it is not going to happen.

Mr. Berube stated it has to be filled before he can do anything with it. That is why the developer does not want it.

Mr. LeMenager stated it is like some of the arguments where a vocal minority wants it but the vast majority of folks do not.

Mr. Berube stated when you present it to the people that if they want a \$500,000 pool, then everyone is going to have to pay \$700 or \$800 in a special assessment, the demands for an additional pool will go away fairly quickly.

Mr. van der Snel stated the existing pools are not maximized.

Mr. Berube stated no, only on the weekends. We will discuss the park further as we get into the budget discussion. I think that we can budget it. We just need to decide which way we want to go. I will bring pictures next month. There was a post on Facebook the other day. I do not know if it caught anyone's attention. Champions Grill wants to deliver

food into the Swim Club. At first glance, that seems like a good idea, but there are three other food suppliers here that may also want to deliver food. I think if we are going to allow that, because we have to avoid setting a dangerous precedent, I think that there needs to be an agreement between the CDD and anybody that wants to do business within our pool confines because it is private property, although it is public. What I presented to Champions Grill that they agreed to in principle was that we would give them an exclusive food delivery license for the three months that they want to deliver food to the pool in exchange for us being able to have our meetings in their meeting room at no cost. I received an answer from Mr. Scott Riley late this afternoon saying that in principle, he agreed. You can probably tell that I am in favor of going back to the ballroom for our meetings. This room is okay, but it is not a dignified setting for a meeting. This is made for kids. It was a good idea at first. I think we were all shocked by how much money they wanted to charge us, but I think that we can spare \$125 per month for a meeting room and avoid the problems of having to wait outside for the guy who usually shows up to let us in. During the school year, we have to wait for the kids to clear out, and there are rules and regulations and someone watching the clock to get us out of here. I do not know what the Board thinks, but I am in favor of going back to the ballroom. We should be able to get the first three months for free in our next budget year based on that food delivery tradeoff.

Mr. Walls asked the meeting room aside, from a logistics standpoint, how does the food delivery work? They do not have direct access to the pool enclosure.

Mr. Berube responded my guess is that somebody is going to call Champions Grill to place their order, and someone from Champions Grill will walk over and have to get access in, probably by the people waiting for the food to do the money exchange. I presume that is how that is going to work.

Mr. Walls asked are we talking about bringing alcohol in?

Mr. Berube responded no, food only.

Mr. Walls asked will their also be glass and silverware? I think all of those things need to be worked out in a written agreement.

Mr. Berube responded they know no alcohol is permitted because they asked that question. There will be no alcohol and no glass. I cannot imagine that they are going to want their china plates and silverware going around the pool because collecting them will

be hard. It will probably be takeout boxes. They are already doing that for the golf course.

Mr. Walls asked do we run any issues with an exclusive agreement where they are the only ones that can bring food to the pool?

Mr. Berube responded none of the others have said anything.

Mr. Walls stated it is logistically more difficult, but if they ever wanted to and they had deliveries, they may want to.

Mr. Farnsworth asked would it have to be opened up for a bid?

Mr. Berube stated Mr. Riley said they only wanted July, August, and September, which are the busiest months.

Mr. LeMenager stated it does not prohibit anyone else from doing it. All we saying is that we are giving their employees permission to go inside the Swim Club. Anyone can call Pizza Hut and order a pizza.

Mr. Berube stated they are doing it now.

Mr. LeMenager stated the guy is waiting outside, they go outside the gate, they pay, and they take their pizza.

Mr. Berube stated I really do not care if Champions Grill delivers food there. I just saw an opportunity to use their meeting room and reestablish the rapport with that group. If we can get three free months out of them, that is a good deal. Then we can see what else we can get. That is just my thought. They may figure out fairly quickly that there is not enough business here to make it worthwhile. I do not know.

Mr. Farnsworth asked do we need to make a motion?

Mr. Walls responded we advertised these meetings through September for the school.

Mr. Berube stated that is why we are talking about this now. We are getting ready to advertise for next year.

Mr. LeMenager stated we should just meet here until September.

Mr. Berube stated I do not want to change the existing schedule. If we said yes, the October, November, and December meetings will be free, and if we decide to move all of our meetings over there, which I am advocating, then Mr. Moyer can advertise next year's meeting schedule to be in the ballroom. Whether or not this turns out to be free for the first three meetings of the next fiscal year does not matter. The first step is deciding if



we are going to change our meeting place from here to there, and I am advocating that we do that.

Mr. van der Snel stated one concern I have is with the access card. Someone is going to have an access card that will be in their possession, like with Heavenly Hooves.

Mr. Berube stated no. If people are going to call for food, they will have to meet the people at the gate. We are not going to issue any more access cards. Heavenly Hooves will have their cards deactivated.

Mr. LeMenager stated I am in favor of moving back to the ballroom.

Mr. Walls stated I hate to pay when we already have a free place, and we can always work out something later. My biggest issue with this place is the room is hot. If we can work something out, I would like to move.

Mr. Berube stated we will do the best we can. We are down to \$125 per meeting. It is a lot better than the \$250 we started off with. Mr. Farnsworth, are you okay moving back?

Mr. Farnsworth responded yes.

Mr. LeMenager stated I do not have a problem paying them, as long as it is a reasonable, fair amount.

Mr. Berube stated I think \$125 is reasonable; \$250 was extreme. They have someone there and they set up the room.

Mr. LeMenager stated not only that, but we want to encourage the golf course to stay in business. If the golf course goes under, that is seriously bad news for this community.

Mr. Walls stated there is a benefit from a logistical perspective in terms of having a phone and projector.

Mr. Berube stated as well as a sound system, along with it being professional. The meeting advertisement for next fiscal year will be at the ballroom. Last month, we had a discussion about having a consent agenda, which we eliminated because it was overly complicated. I think that our original intent was missed. I think we wanted to simplify and speed through the agenda. To that point, some of us spend a lot of time on minutes and clarifications to the minutes. Sometimes we get bogged down on invoices and sorting through them. My suggestion would be that we have a deadline. We always receive our agenda packages a week early. A day or two before the meeting, we should provide our comments about the minutes and any changes to Ms. Brenda Burgess so on the day of the

meeting, she can send us an email and post the changes. That way, we do not have to flip through all of the pages.

Mr. Moyer stated that would be great.

Mr. Berube stated by Tuesday, we should have our changes into Ms. Burgess.

Mr. LeMenager stated in all candor, the brief discussions that we have on minutes and the occasional discussions that we have on invoices are a really, really trivial part of what makes these meetings long.

Mr. Berube stated if you do not want to change the agenda, we do not have to change it. We will send our changes and comments to Ms. Burgess, and she will provide the revised minutes a day or two before the meeting so you can see them and have them for your meeting package. The minutes will be approved based on the changes, and the invoices will be approved based on the changes.

Mr. Walls stated for our benefit to understand what is in the agenda package, it is good to work those things out early. If we have any questions on the minutes or invoices, we can provide them by email. I always try to provide my comments by email. Then we can roll through these items.

Mr. Berube stated it is a suggestion that we change to a consent agenda to save five or ten minutes.

## **EIGHTH ORDER OF BUSINESS**

### **District Manager's Report**

#### **A. May 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 noteworthy is that we have collected 96% of our non-ad valorem assessments as compared to 97% last year at this time, meaning that we are right on target for where we expect to be for this time of year. The direct collections that the District does by billing the developer, we are at 100% of where we need to be on a prorated basis through the year. Revenue wise, we are doing fine. On the expense side, we are \$39,000 over budget, but keep in mind, that also includes the \$161,000 that we paid in this fiscal year for the street light buy down. Overall, we are doing pretty well.

Mr. LeMenager stated so we are \$120,000 under budget.

Mr. Moyer stated yes.

Mr. Walls stated we should be able to catch up.

Mr. LeMenager stated let us pay down more street lights.

Mr. Berube stated the one area that we have a problem with and where we will have to make some adjustments later in the year is the overall landscaping package. Mr. van der Snel, Mr. Rukkila, and Ms. Kassel have been spending money around town making many landscape upgrades and replacing a lot of trees in this neighborhood that have died. You probably noticed a number of changes at the dog park. There has been a nice enhancement around the playground equipment at the dog park. I have been aware of all of this, and we have been making the place look nicer.

Mr. LeMenager stated we are \$120,000 under budget.

Mr. Berube stated it is just going to require some changing in the landscaping. We have not spent all of the landscaping money because we did not do any tree trimming for \$13,000.

Mr. LeMenager asked are we going to do the tree trimming?

Mr. Berube responded no.

Mr. LeMenager asked why?

Mr. Berube responded because it is not the right time of year to do tree trimming. When we do it, we will do it next year, and it will be in next year's budget.

Mr. LeMenager stated we are getting a fair number of trees that are growing into houses.

Mr. Berube stated I know.

Mr. van der Snel stated we are tree trimming as necessary. Cat Brier, Five Oaks, and East Five Oaks were done.

Mr. Berube stated we have Davey Tree doing it as part of their routine maintenance rather than charging us \$15,000 or \$20,000 in one shot. They have been blending it in because they have additional people here, which is nice. I just wanted to make you aware that is what is going on with the landscaping. We have not overspent the entire landscape budget but we are going to have to move money around inside of it. All of the current projects that are open will be paid for within the current budget number. Then we will stop until next fiscal year, except for emergencies.

Mr. Walls stated it is fine to go over budget in one area as long as we are under budget in other areas.

Mr. Berube stated I agree. We are not going to go over budget.

**B. Invoice Approval #182, 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. Berube stated a couple of months ago, we had a FedEx bill, an OUC bill, and an engineering bill that were incorrect. I know that they were all supposed to be fixed, but I could not see how they were fixed.

Mr. Moyer stated the engineer's invoice was fixed. It was a bond-related expense that came out of the cost of issuance. Mr. Steve Boyd cancelled the check from the District and sent it back to us. I was assured that the other two were taken care of, but I can have the accountant tell you how they did that so you can see it in the financials.

Mr. Berube stated what happened was the FedEx bill was paid, and the accountants were trying to recover the money. The developer was supposed to write us a check for what we paid to OUC, but I do not see it. It may be there, but I could not find it. The FedEx bill was only \$62, but the water bill from OUC was \$1,102.

Mr. LeMenager asked why would OUC send a water bill?

Mr. Berube responded the developer added a water meter for neighborhood H-1, and from some confusion, it was charged to our account rather than the developer's account. All of a sudden, we had a new water meter running for \$1,102 and we wondered where it came from. We traced it back and found out it was supposed to be charged to the developer.

Mr. Walls stated it was about two months ago.

Mr. Berube asked could you check on that?

Mr. Moyer responded yes.

Mr. Walls stated last month, we talked about receiving a refund from Severn Trent for the special assessment.

Mr. Moyer stated I raised that issue with Severn Trent, and they are researching to see if they can find any correspondence from the District that would indicate that they were instructed to do it that way. I said that we would give them the opportunity to do their homework, but if they do not find it, then we will expect that they pay us back the \$11,800.

Mr. Walls stated fair enough.

Mr. Berube stated it should not take much more than the time between now and the next meeting.

Mr. Moyer stated keep in mind, they have to go through hundreds of pages of minutes.

Mr. Berube stated I understand.

Mr. Moyer stated I volunteered to do that for them, but they wanted to handle it themselves.

Mr. Berube stated they can spend all of their time researching that or they can write a check.

Mr. Walls stated I am fine taking it out of next year's budget or however we want to do it.

Mr. Berube stated they can do next year's assessments for free, if that is the agreement, presuming they last that long.

Mr. Moyer stated they know that. The problem with Severn Trent is, it is very difficult to get money out of them. That is why when they made mistakes in the past, they reimbursed on a credit basis so that they do not have to write checks. They may think that your idea of not including that as a line item next year is the way to go, if that is okay with the Board. Then they will know what the income from this District will be, and they can adjust and cover it. That is not a bad idea, Mr. Berube.

Mr. Berube stated it is all the same to us. I know how they do not like to write a check. We have been down this road so many times of recollecting money.

On MOTION by Mr. Walls, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to invoice approval #182, check register, and debit invoices, as presented.

### **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. Consideration of Arbitrage Engagement Letter**

Mr. Moyer reviewed the arbitrage engagement letter from LLS Tax Solutions to provide arbitrage services.

Mr. Berube stated it seems longer and more involved than the normal one we receive.

Mr. Moyer stated no. Actually, \$600 per year is exactly what we paid last year.

Mr. Berube stated it seems like there is a lot more boilerplate language. Normally it says we are not responsible for anything.

Mr. LeMenager stated it is only three pages long.

Mr. Berube asked is it the same company?

Mr. Moyer responded yes.

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, unanimous approval was given to the arbitration engagement letter from LLS Tax Solutions to provide arbitration services in the amount of \$600 per year, as presented.

**E. Questions and Comments on the Proposed Fiscal Year 2016 Budget**

Mr. Berube asked do we have a budget workshop tomorrow night?

Mr. LeMenager responded yes.

Mr. Moyer stated I put it on the agenda. I did not expect any discussion tonight.

Mr. LeMenager stated the workshop is not here.

Mr. Moyer stated correct.

Mr. Berube stated it is in the ballroom.

**NINTH ORDER OF BUSINESS**

**Discussion of the Rules of Procedure**

Mr. Berube stated I presume that this is about the package that we received that looks very nice. Ms. Burgess did a great job. Please send condolences from the District to Ms. Burgess on the death of her husband this week. It was unexpected.

Mr. Moyer stated Mr. Farnsworth did a great job of providing input into the structuring of the numbers. Ms. Burgess did a lot of work.

Mr. Berube stated I read through this. The format, notes, appendices, and maps were so far ahead of anything we ever had in the past. Kudos to Ms. Burgess.

Mr. Moyer stated we did not have time to do the required notices to have the public hearing at this meeting, so these rules will be adopted at the July 30 meeting. The first required notice has already run, which is the notice of intent of the District to have a rulemaking hearing. The notice of the public hearing runs the first part of next week. Mr. Qualls has been directing our staff about what notices have to run and provided the form of the notice. We are good to go.

Mr. Berube asked did everyone read through it? Does anyone have any questions, comments, or concerns?

Mr. Farnsworth responded in Section 3.4, something got missed for that paragraph since it just shows (5). It should say Section 3.5.

Mr. Berube asked is that what was sent in this package?

Mr. Farnsworth responded yes. It was in Amendment 1, Part 1, Section 3.4. It was using the old nomenclature that used to be in that section.

Mr. LeMenager stated it is on agenda page 187.

Mr. Walls stated I do not know if we need a rule, but a couple of times in the last couple of weeks, my neighbors and I have been blocked by moving and delivery trucks. What do other Districts do that have alleys? Do they have towing policies? I had to get out and tell these people to move, and they at first, they just looked at me.

Mr. Moyer responded I do not recall a rule in Celebration or Baldwin Park, which is similar to Harmony in having alleys. We rely on the sheriff to enforce that you cannot block the alleys.

Mr. Berube stated the sheriff will not enforce the alleys. We could have CDD field services purchase devices to place on illegally parked cars. They will learn their lesson and will not be back.

Mr. Walls stated I am wondering if we can have some type of towing arrangement. These guys block the alley for hours.

Mr. LeMenager asked what type of trucks are we talking about?

Mr. Walls responded U-Hauls and work trucks.

Mr. Berube stated it happens more frequently than you realize.

Mr. LeMenager stated so someone is moving themselves.

Mr. Walls stated these are professional movers. They were parked right in the middle of the alley. One side has the mailbox and the other side has an electrical box. You cannot go around them. At first I asked them to move.

Mr. LeMenager stated you can always go the wrong way down the alley.

Mr. Berube stated not when they are blocking your driveway.

Mr. LeMenager stated if someone is blocking your driveway, then they are just an idiot.

Mr. Farnsworth asked was it all day?

Mr. Walls responded they moved after I made them move, and then they came back and stayed there for hours. What if I had to leave again?

Mr. Berube stated it is not fair to inconvenience people who live there.

Mr. LeMenager stated you can rant on the open forum on Facebook about the lousy service of this company. We live in a social world, and people do not like negative reviews online. If a moving company is acting like jerks, make sure that everyone on the internet knows it.

Mr. Walls stated I took care of it myself, but some people may not be comfortable doing that.

Mr. van der Snel stated give us a call and we will take care of it.

Mr. Berube stated that is a good point.

Mr. Walls stated perhaps we can have an arrangement with a towing company.

Mr. LeMenager stated I do not know if we want to go that far.

Mr. Moyer stated if you want to do that, then you have to notice it and cite the Florida Statute and the towing company's name and phone number, and then install the signs.

Mr. LeMenager stated I thought some of the posts that you were making on Facebook after the last meeting were slightly uncalled for. Why do I want to have a general statement in there? You start out by saying that you are a layman, and yet we have this nice proposal about what we should do with the ponds from a layman, a very well intentioned layman. At the end of the day, how many times in the past were we talking about environmental issues? Basically, one member of the Board might have had one idea, and the rest of us looked at Mr. Greg Golgowski. We do not have Mr. Golgowski anymore or anyone with the educational background. I think the concern in terms of the rules is what we want to have as a policy or a rule of how we are going to treat environmental issues, not on an ad hoc basis but more planned out. There is also a mistake here. They do not pay CDD fees.

Mr. Berube asked who?

Mr. LeMenager responded the golf course. They pay the bond, but they do not pay any maintenance fees.

Mr. Berube stated that is true. That is the point with the pond treatment. We are paying a lot. The biggest percentage of our pond treatment dollars is going to maintain their ponds.

Mr. LeMenager stated I am not disagreeing that maybe that is something that we should be addressing.



Mr. Berube stated the reason why those guys from Bio-Tech were here is because Starwood called them because Starwood is sensing that the pond treatments are going to change and Starwood wants their free pond treatments. They came here tonight because Starwood told them to come.

Mr. Walls stated I am not opposed to asking the golf course to treat their own ponds. I have said that from the beginning.

Mr. Berube stated that is why we are discussing the pond treatment.

Mr. LeMenager stated I still make the point, in terms of the long-term financial viability of this place, that we do not want to be adversarial with the developer and for sure, we do not want to be in an adversarial relationship with the golf course. If the golf course does not make it, that is really negative for the town and our property values.

Mr. Walls stated they have no interest these days in paying anything for us. It needs to work both ways.

Mr. LeMenager stated that is a good point. There is your horse to trade.

Mr. Berube asked how do you think that \$200,000 got added to the bond refinancing? It was horse trading.

Mr. LeMenager responded I understand. I encouraged you to do it.

Mr. Walls stated they had no say in that. I agree that we do not need to have an adversarial relationship. Do not give them more credit than they are due.

Mr. Berube stated you have to remember that our mandate on those ponds is to inspect them and make sure that they can gather and controllably discharge stormwater.

Mr. LeMenager stated that is their job.

Mr. Berube stated that is all we have to do. We do not need to keep them pretty. It is going to be hard to change what we have done for a dozen years, but that is why I wrote that.

Mr. Walls stated all 12 months of meetings should be free.

Mr. Berube stated Starwood does not control them.

Mr. LeMenager asked who writes the check for the golf course's bond payments?

Mr. Berube responded probably the developer out of the lease fee that Integrity pays them.

Mr. LeMenager stated that is the question to ask them.

**TENTH ORDER OF BUSINESS**

**Supervisor Requests**

There being none, the next item followed.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

The next meeting is scheduled for Thursday, July 30, 2015, at 6:00 p.m.

On MOTION by Mr. Walls, seconded by Mr. Farnsworth, with all in favor, the meeting was adjourned at 7:00 p.m.
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Gary L. Moyer, Secretary

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Steve Berube, Chairman

**3B.**

## MINUTES OF WORKSHOP HARMONY COMMUNITY DEVELOPMENT DISTRICT

The budget workshop of the Board of Supervisors of the Harmony Community Development District was held Friday, June 26, 2015, at 6:00 p.m. at Harmony Community School, 3365 Schoolhouse Road, St. Cloud, Florida.

Present from the Board were:

Steve Berube	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
Gerhard van der Snel	District Staff

### FIRST ORDER OF BUSINESS

### Call to Order

Mr. Berube called the workshop to order at 6:00 p.m.

### SECOND ORDER OF BUSINESS

### Roll Call

Mr. Berube called the roll.

### THIRD ORDER OF BUSINESS

### Audience Comments

There being none, the next order of business followed.

### FOURTH ORDER OF BUSINESS

### Discussion of Fiscal Year 2016 Budget

Mr. Berube stated this is version 2 of the tentative budget, prepared June 10, 2015.

#### A. Revenues

1. Interest—Investments: *No change on this line item.*
2. Interest—Tax Collector: *No change on this line item.*
3. Special Assessments—Tax Collector: *No change on this line item.*
4. Special Assessments—CDD Collected: *No change on this line item.*
5. Special Assessments—Discounts: *No change on this line item.*
6. Sale of Surplus Equipment: *No change on this line item.*
7. Other Miscellaneous Revenues: *No change on this line item.*
8. Access Cards: *Designate \$1,200 for budgeted revenues.*

- Mr. Walls suggested adding \$1,200 to revenue for access cards. We can reasonably expect to receive some revenue for this category. It was not budgeted for fiscal year 2015, but the District has received \$1,175 in the current fiscal year.

## **B. Administrative Expenditures**

1. Payroll—Board of Supervisors: *No change on this line item.*
2. FICA Taxes: *No change on this line item.*
3. Professional Services—Arbitrage Rebate: *No change on this line item.*
4. Professional Services—Dissemination Agent: *No change on this line item.*
5. Professional Services—Engineering: *Increased to \$8, 000.*
- Actual expenses are projected to be \$8,000, and the previous fiscal year actual expenses were \$8,439. Activity is picking up, so more will be required of the engineer.
6. Professional Services—Legal Services: *Increased to \$35, 000.*
- Mr. Walls suggested increasing this line item to \$35,000, based on expenditures last year and the current year.
7. Professional Services—Management Consulting Services: *No change on this line item.*
8. Professional Services—Property Appraiser: *No change on this line item.*
9. Professional Services—Special Assessments: *No change on this line item.*
- Mr. Walls suggested making this line item zero. Mr. Berube preferred to leave the proposed budget number as is until negotiations with Severn Trent are complete. He would prefer to collect those fees now rather than wait until next year. Mr. Moyer advised to leave the amount as shown. In a worst-case scenario if Severn Trent does not pay the amount, it will be reduced from the management contract. Other companies provide assessment services; it does not necessarily have to be Severn Trent.
10. Professional Services—Trustee: *No change on this line item.*
- Mr. Berube noted we have spent \$5,390 but the budget anticipates \$12,124 for fiscal year 2016. Mr. Moyer explained US Bank increased its fees by about 25%. For fiscal year 2014, the District spent \$9,967. The reason for the lower amount in the current fiscal year is either a billing error or they are billing the District semi-annually. The projected budget amount should be double the current expenditure.

- Mr. Moyer will clarify the current expenditure, why it is only \$5,390 through May. Mr. Berube believes that since one bond issue was refinanced, the District has only been billed for one bond series this year since the second series was paid out of the proceeds from the refinancing.

11. Auditing Services: *Increase to \$4,900 if provided in the engagement letter.*

- Mr. Berube questioned why this line item is a zero increase from the current fiscal year, when it appears each fiscal year increases \$200. Mr. Moyer will confirm the fee pursuant to the engagement letter with Grau & Associates.

12. Postage and Freight: *No change on this line item.*

13. Rental—Meeting Room: *Increased to \$1,500.*

- Mr. Berube indicated the Board will move back to the ballrooms at 7251 Five Oaks Drive, based on the meeting discussion on June 25, 2015. Some months will be at no charge. The Board's position is the meeting room should be free to the District since the golf course does not pay for their own pond maintenance and because they want to provide a service inside the District's property at the swimming pool serving meals, which is already in place. Worst-case scenario, the District will pay \$1,500 for the meeting room, which is \$125 per month for 12 months. Some months will be free, as per the agreement, which will also absorb any additional workshops that the District may need.

14. Record Storage: *No change on this line item.*

- This amount has not been finalized yet but is a worst-case scenario.

15. Insurance—General Liability: *No change on this line item.*

- Mr. Moyer indicated this number can be finalized at the public hearing. Staff anticipates the premium being increased, but last year it decreased slightly. Every year it changes, depending on the loss history for this type of government.

16. Printing and Binding: *No change on this line item.*

17. Legal Advertising: *No change on this line item.*

18. Miscellaneous—Assessment Collection Cost: *No change on this line item.*

- This figure increased from the current fiscal year due to the increased activities of the tax collector.

19. Miscellaneous—Contingency: *No change on this line item.*

20. Office Supplies: *No change on this line item.*

21. Annual District Filing Fee: *No change on this line item.*

### **C. Field Expenditures**

1. Professional Services—Field Management: *Reduced to \$200, 000.*

- This figure should have enough buffer in the proposed budgeted amount considering the projected expenditures. Personnel was not fully staffed all year and may not be next year. The amount will cover any increases, anticipated to be 3% or 4%, and should be sufficient even for a full staff.
- Mr. Walls recommended reducing the amount to \$195,000. Mr. Berube indicated that with new neighborhoods being developed, another staff person might need to be added during the year. Ms. Kassel suggested reducing the proposed amount to \$200,000, which will cover the other budget items that were increased, and the Board concurred.

### **D. Landscape Expenditures**

- Mr. Berube noted the first four landscape contract line items were increased slightly but does not feel they were increased enough. Neighborhoods F and 11-2 will come online during fiscal year 2016. Mr. Berube suggested an increase of 5% for the contracted items below.
- Mr. Walls suggested no further increases but setting it aside in reserves and seeing the actual figures from Davey Tree before incorporating them into the budget. The concern is that the new contract amounts will come in at the increased budgeted numbers rather than reflect actual costs.
- The increase reflected in the proposed budget is 2%, pursuant to their contractual increase, which does not reflect the new neighborhoods. Mr. Walls prefers to negotiate the amounts for those neighborhoods when they are ready for District maintenance. Monies from other line items can be used to cover the additional costs, including from reserves or a miscellaneous category, if available.

1. Contracts Grounds: *No change on this line item.*

2. Contracts—Trees and Trimming: *No change on this line item.*

3. Contracts—Turf Care: *No change on this line item.*

4. Contracts—Shrub Care: *No change on this line item.*

5. Repair and Maintenance—Irrigation: *Reduced to \$15,000.*

- Mr. van der Snel asked if this line item should be moved from landscaping to operations and maintenance. Mr. Berube indicated that irrigation is dedicated to landscape. This amount is not for the contracted services with Davey Tree but is outside of the contract for repairs and supplies. The proposed budget amount contemplates \$15,000 in supplies, which is not likely to happen.
- Mr. Berube recommended reducing the supplies amount by \$5,000. Even though heads and other irrigation parts need constant replacement and repair, the parts are not expensive and they are repaired with in-house staff. Expenditures to date are \$5,000, and the projected number through the end of the year is a plug number to get to \$20,000. The anticipated amount of \$15,000 from June through September is not likely to happen. With the existing system due to the aging of the community, staff replaces a lot of rotors, which are \$6 each. At the pace they are on now, the projected amount would be closer to \$7,000 because staff is better able to manage the system than was projected for the current year budget.

6. Repair and Maintenance—Tree Trimming Services (Canopy): Reduced to \$15,000.

- Projected actual costs for the current fiscal year are expected to be zero since Davey Tree does tree trimming as part of their contract when requested because they have enough labor onsite to trim the trees. Although this budget line item is for trimming over 10 feet, Davey Tree is doing all tree trimming as part of their contract. Mr. LeMenager disagrees because too many trees are touching houses, and this line item has not been addressed in the work activity. Even though trees are in a growing cycle, the work does not appear to be getting done now.
- Mr. Walls would like to see a formalized program that includes every street so that they all look the same and are on the same cycle. Ms. Kassel indicated the District was on a cycle to trim these trees every other year at a cost of \$15,000 to \$18,000 for trees on interior streets and the main boulevards. Mr. Berube mentioned that the recommendation from Davey Tree was to skip a year, which is the current year. The Board needs to decide whether to do the trees on interior streets or the trees on the main boulevards next year. The interior streets have not been done in a while, and Cat Brier and Five Oaks were trimmed this year, as well



as certain trees that have been hitting houses. Interior street trees are trimmed on demand as requested by residents.

- Mr. Berube suggested reducing this line item to \$15,000 in an effort to keep the proposal from the contractor below that amount. 7. Miscellaneous Services: *Increased to \$25,000.*
- Ms. Kassel requested the \$5,000 reduced from tree trimming services be added to this line item due to many areas that need refurbishment. Mr. Walls recommended increasing this line item to \$25,000. The Board concurred with \$25,000 since the refurbishments make the community look nice.

#### **E. Utilities Expenditures**

1. Electricity—General: *No change on this line item.*

2. Electricity—Street Lighting: *No change on this line item.*

3. Utility—Water and Sewer: *No change on this line item.*

- Mr. Walls asked if it appears that the District will spend \$76,000 based on what has been spent so far, and Mr. Berube indicated yes. Two new neighborhoods are coming online, F and H-2. Neighborhood H-1 added about \$2,000 per month to the water bill. Neighborhoods F and 11-2 will have a little less usage, so it is hard to project. Maxicom has been running a lot lately, but the community is staying green. The projected amount of \$95,000 from June through September is probably sufficient, but Mr. Walls suggested making it \$100,000. Actuals for fiscal year 2014 were over \$105,000. Ms. Kassel and Mr. LeMenager are comfortable leaving it at \$105,000. Even though the Maxicom system runs more often, the District wastes less water.

4. Lease—Street Lights: *No change on this line item.*

- The District received \$200,000 from the bond refinancing, which is in the capital fund. Pursuant to the underwriter's agreement, \$100,000 of that is available for virtually any purpose on a temporary basis, and the second \$100,000 is designated for parks and recreation. It has to be spent within that category within three years. It can be used for street light buyouts and then replenished to parks and recreation within three years to stay within the terms of the bonds and to maintain tax-exempt status on the bonds. If the District uses that money for something else, that is fine but within three years, that \$100,000 has to be replenished to parks and

recreation. If the District uses that money to buy down more street light contracts and realizes savings, it goes into that account and has to be replenished within three years.

- This number is fixed at the lease number. If it is paid down, the savings goes in the bank. The budget number represents a worst-case figure if no contracts are bought down, since the District does not know when that will happen. This amount will be reduced once a contract is bought out. The next buyout for about \$430,000 will save the District about \$4,000 per month based on the amortization schedule that was provided previously, for a reduction of about \$50,000 in this line item.

5. Capital Outlay—Street Lights: *No change on this line item.*

- This item is budgeted for fiscal year 2015 at \$108,697, and the District has spent \$161,852 which was for neighborhood H-1. Mr. Walls does not anticipate spending anything more from this line item this fiscal year since the District is not buying any more street lights.
- Mr. Walls asked what is included in the budgeted amount for fiscal year 2016 of \$237,994, which is the debt service savings on the refinancing of the 2014 bonds. Mr. LeMenager indicated it is a plug number taking into account all the other line items. The District has \$100,000 available for buying down street light contracts, which is not included in this budget but is a separate capital outlay fund. The District also has \$100,000 for the current fiscal year that has not been spent yet, which totals \$445,000 that can be used to buy street light contracts.
- The District continues to wait on OUC for the buyout amounts for existing contracts, and Mr. Berube reported OUC is not in a hurry to allow the buyout. Mr. Tim Qualls contacted OUC's legal counsel, but it is dependent upon Mr. Alandus Sims, the account manager at OUC, who has been out of the office for various reasons.
- Ms. Kassel asked if the projected total for 2015 is the same as the annual budget for 2016 but the District is paying down street lights, why is it the same? Mr. Walls indicated it has not been factored in yet, and Mr. LeMenager indicated the amount will go down. The projected number through May was extrapolated for June through September, to come up with \$108,697, which will not be spent.

## **F. Operation and Maintenance Expenditures**

### **1. Contracts—Lake and Wetland: *No change on this line item.***

- Ms. Kassel asked to leave this number as proposed since we have not received the proposals for a revised maintenance schedule and since the Board has not decided on any changes, either with the current contractor or a new one. Mr. Walls believes the number would be less than \$20,000 in any case. Ms. Kassel suggested it could be reduced to \$18,000, but Mr. Berube preferred to keep it at \$20,000 since it can be changed later if necessary.

### **2. Communication—Telephone: *Reduced to \$4, 000.***

- Mr. Berube does not think the current telephone packages will change much. Mr. van der Snel is considering a high-speed internet at the Swim Club for the cameras, which is \$50 more each month. Mr. Berube indicated that is for Bright House, not Sprint, which is a separate line item. Mr. Berube recommended reducing this line item to \$4,000.

### **3. Utility—Refuse Removal: *Increased to \$3,000.***

- Mr. Berube indicated this line item is consistently over budget each year and suggested increasing this to \$3,000.

### **4. Repair and Maintenance—Pools: *No change on this line item.***

- The District is getting close to the budgeted number now. The pools are aging, and the District has spent a little money on the pools but also realized some savings with chlorine purchases. The Board is comfortable with the proposed amount of \$30,000.

### **5. Repair and Maintenance—Roads and Alleyways: *No change on this line item.***

- Mr. Berube reported that the District has settled with Allstate on the alley paving. The District will be slightly over the original contracted amount, which is a savings of about \$8,000 from what they attempted to bill us. This process probably cost \$1,000 to \$1,200 in attorney fees, which will result in a \$6,000 savings from their attempted billing. Mr. LeMenager asked if the District planned to do another paving project this year. Mr. Berube responded no. Mr. LeMenager suggested that the District did not need to budget \$65,000 if that is the case. Mr. Walls and Ms. Kassel would like to proceed with another alley repaving project.

- The next alley scheduled is the Green neighborhood since its alleys are in the worst condition. They are not under any warranty once the District took ownership. Mr. LeMenager asked who signed off that the alleys be accepted. Mr. Walls had an issue with the engineer that the developer paid, which is also the District's engineer, who signed off on it.
- Issues with the H-1 neighborhood were addressed with the engineer. Neighborhoods F and 11-2 will be simpler because they do not have alleys.
- The Board opted to keep the \$65,000 proposed budget number in case alleys need to be done in fiscal year 2016. If not, that money can be used to pay off street light contracts or other purpose.
- Mr. Berube asked if the alley paving project just completed was paid from the general fund budget or if money was moved out of a reserve account. Mr. Moyer indicated it was a budgeted item and was paid from the general fund.

6. Repair and Maintenance—Sidewalks: *No change on this line item.*

- The District has full-time staff to address sidewalk issues, and the proposed budget number should be sufficient for fiscal year 2016.

7. Repair and Maintenance—Equipment, Boats: *No change on this line item.*

- The boats are getting older, and Mr. Berube suggested the proposed budget number is sufficient. Ms. Kassel reminded the Board that previous discussions included consideration of purchasing a new boat. The reason the proposed amount is lower than might be expected is because previously, repairs were made through Advanced Marine, which is very expensive. Now, repair parts are purchased from Amazon, which has saved a lot of money. The purchase of a new pontoon boat would not come from this line item but from a capital outlay fund.

8. Repair and Maintenance—Equipment, Vehicles: *Reduced to \$5,000.*

- Mr. Berube suggested reducing this item to \$5,000 because the vehicles are in good condition and nothing major is anticipated.

9. Repair and Maintenance—Parks and Facilities: *No change on this line item.*

- Mr. LeMenager noted the budgeted amount for fiscal year 2016 is more than is anticipated to be spent in fiscal year 2015, and asked why the large increase. Mr. Berube responded the District has more parks and facilities. Ms. Kassel pointed out that the parks are aging. Playground equipment and shade structures are also

aging. This category anticipates repairs to gates, fences, and other facilities in the various parks.

10. Repair and Maintenance—Hardscape Cleaning: *This line item is to be deleted.*

- Mr. Berube indicated this item is now being included in the staff salary line, which is why the actual and projected amounts are zero. Ms. Kassel asked if cleaning the pool structures and the sidewalks would fall in this line item, and Mr. Berube responded those are built into the salary budget. This category would be if the District hired a third party to perform the services, but the work is done with current staff.
- The purchase of a new power washer would fall in a different budget category.
- Mr. Berube indicated that previously, the development company would have the front fence cleaned and would charge the District twice a year. This year, Mr. Berube informed the development company that it would have to clean the fence at its cost this year. The District owns the fence but does not clean it since it needs to be replaced. Ms. Kassel asked about the fence being installed in the new neighborhoods, and Mr. Berube indicated it is the development company's problem because they installed the fence. If it was the District's choice, it would not have installed the fence, so therefore, the District is not going to clean the fence.
- Ms. Kassel pointed out the narrative includes PVC fencing, pavilions, restrooms, and other hardscape as well as unscheduled maintenance. Mr. LeMenager indicated those costs are absorbed within the salary number since the work is performed by in-house staff and not third parties.
- The Board suggested deleting this entire budget line item.

11. Miscellaneous Services: *No change on this line item.*

12. Miscellaneous—Property Taxes: *This line item is to be deleted.*

- Mr. Berube indicated this line item is not needed for the fiscal year 2016 budget since it was a one-time expense.

13. Miscellaneous—Access Cards and Equipment: *Reduced to \$2,500.*

- Mr. Berube suggested reducing this number to \$2,500. Mr. van der Snel found a cheaper supplier for the access cards, reducing the cost from \$11 to \$4 per card.

Mr. van der Snel often makes 20 to 30 cards per week because of new residents, which also affects the cost of the printer, ink, and so forth.

14. Miscellaneous—Contingency: *No change on this line item.*

15. Miscellaneous—Security Enhancements: *No change on this line item.*

- This line item includes new cameras, monitors, wiring, and so forth. Mr. van der Snel obtained some computers and monitors that the development office was discarding.

16. Capital Outlay—Other: *Increased to \$16,000.*

- A new pontoon boat will cost about \$8,000, plus \$4,000 for the engine and installation, for a total of \$12,000. Ms. Kassel suggested increasing this line item to \$16,000 which will leave \$4,000 after the purchase of a new pontoon boat, in keeping with the actual amount spent in fiscal year 2014.
- Mr. Berube reviewed the presentation he made at the meeting yesterday of a pontoon boat and a paddle boat. Ms. Kassel and Mr. LeMenager are concerned about no one using the paddle boat but supported the purchase of a pontoon boat.

17. Capital Outlay—Vehicle: *Increased to \$22,000.*

- The District saved money on the last vehicle purchased since it was under the State contract. Mr. Berube recommended keeping the budgeted number as proposed for the next two years and suggested the Board consider purchasing a small pickup truck, a Chevrolet Colorado. Mr. LeMenager asked if the developer needed Mr. Greg Gologowski's vehicle since it is still parked back there. Mr. van der Snel indicated it is not in good condition.
- The reason for a truck is (1) so the District can get the boats out of the water, and (2) for Mr. van der Snel to purchase items for the District without using his personal vehicle due to liability reasons. In the past, items were delivered or shipped to the District, which is not the most economical way of doing things. Today, Mr. van der Snel needed a battery for the mule, which he obtained from Advanced Auto Parts. Before, we would have ordered it, had it shipped in, and spent more money. It is for economies of scale. There are a number of reasons to purchase a truck. A Colorado costs about \$22,000.
- Mr. Walls stated Orange County purchases them for a little less. We purchase a lot of them, and they work very well in terms of maintenance and reliability. Mr.

Walls suggested budgeting \$20,000 for the truck now. Mr. Berube recommended \$22,000 to get a 4x4 since the truck will get in mud to get the boats out of the water. Mr. Walls indicated the State contract might be less than that amount, but it is a worst-case figure.

- Mr. LeMenager pointed out that to get to the boats, staff has to go outside this District's boundaries. Mr. Berube concurred and indicated staff currently uses a truck from the development company, which is not a preferred situation in case something happens or there is an accident. Mr. LeMenager indicated that as other areas are developed, this District needs to get some payback on these items, such as Lakeshore Park, the lake, the boats, and so forth. There will probably not be much infrastructure in the new areas, and other areas of Harmony may want to use these facilities.
- Mr. Berube is fine with budgeting for the truck this year. It will be sometime in calendar year 2016 before it can be purchased. Mr. LeMenager reminded the Board that the developer wants the District to be more self-sufficient since they will be done in another three or four years. Mr. Walls indicated orders need to be placed early on a State contract because they allocate all the vehicles, and then they are gone and you have to wait until the following year.

## **G. Reserves**

### 1. Reserves—Renewal and Replacement: *No change on this line item.*

- Mr. LeMenager pointed out that the District has never budgeted anything for this line item. Mr. Berube indicated the surplus from the previous fiscal year is usually put into that line item.
- Mr. Walls asked if the sidewalk reserve was necessary any longer, and Mr. Berube replied it was not because all the sidewalk repairs are being blended into normal, daily operations for staff. The most money that would be spent on sidewalks is if the District started replacing panels. Mr. Farnsworth indicated that will happen sooner than later. The labor for that effort is already included in salaries. We would need a diamond-blade cutting saw to cut out the panels and other miscellaneous equipment, which would come from that budget line item. The biggest expense outside those line items would be bringing in a concrete truck to do some panels, and that would not be a significant expense.

- Mr. LeMenager remembered that Celebration CDD employs two staff members who do nothing but sidewalks. This District employs one staff member who spends one-quarter of his time grinding sidewalks. About 90% of all sidewalks were recently completed, so now repairs are made on demand. Within a year or two, those sidewalks will raise up again, and we will need to grind them again. The machine the District purchased for \$2,500 has paid for itself already and is in good shape. Every couple months after heavy use, the District purchases a kit for \$600 that takes 30 minutes and the machine is back up and running.
- Mr. Walls suggested removing the sidewalk reserve completely and put the difference into renewal and replacement. Since the District is purchasing a truck, it will need funds allocated for maintenance of that truck. Mr. Walls thinks the sidewalk reserve monies can be used in other line items. Mr. Berube suggested putting those monies into renewal and replacement and some allotted for vehicle maintenance.
- Mr. Berube is comfortable putting all sidewalk expenses into operations. Using third parties for sidewalk repairs a year or so ago resulted in engineering fees being as much as it cost to repair the sidewalks. That equation has changed.
- Ms. Kassel indicated at some point, the District will have to replace the docks, boardwalks, and bridges. Mr. Berube pointed out staff can handle that work with the exception of the piers since the above-ground wood is just screwed together, and staff can handle that on an as-needed basis. Mr. van der Snel indicated the new dock has some damage on the side rubbers. The bushings are welded together instead of bolted, so they will be fixed next week. Ms. Kassel pointed out the pavilions will need to have roofs replaced and other items, including benches. The District already replaced the roof at the boathouse, at a cost of \$3,700, thanks to Mr. Justin Farrell. Much of the District's infrastructure is more than 10 years old.
- Mr. Walls indicated if there is \$150,000 in renewal and replacement, we would not even come close to that amount in any given year. Ms. Kassel thought \$20,000 of the \$60,000 reserve was going to be put in the capital outlay—vehicles line item. Mr. Walls pointed out the District has \$400,000 that is unassigned and can be used. Mr. LeMenager indicated the \$99,000 figure is from the engineer's study, which the District continues to add to. By moving some numbers, that will



increase to \$160,000. Mr. LeMenager and Mr. Walls pointed out the number does not need to be that high. Ms. Kassel suggested making it \$140,000 and putting the \$20,000 into capital outlay—vehicles, or even just \$13,000. Mr. Berube asked if the District can take money out of reserves for that purpose, and Mr. Walls indicated the Board can move the reserves anywhere it wants just by a motion of the Board.

- Ms. Kassel suggested making the capital outlay—vehicle figure \$150,000, increased from \$9,200, and then \$10,000 can be added to capital outlay. Mr. Walls recognized everything would be guided by what is spent on the street lights.
- Mr. Moyer indicated the budget contained a couple plug numbers, one of them being the street lights. After adding and subtracting all the changes, that number will go either up or down, or the reserve number will go up or down.
- Mr. Berube realized this District is fortunate to have money to allocate where it is desired to be spent, knowing that other Boards are wondering where their next dime is coming from. Mr. LeMenager pointed out Ms. Kassel and he have been serving on this Board for seven years to ensure the District did a good job with its finances, and he recognized the entire Board has been diligent in conserving financial resources.

## **H. Debt Service Budgets**

- Mr. Moyer indicated these budgets were set as part of the bond refinancing.

## **I. Conclusion**

- Mr. LeMenager asked if the Board was comfortable raising the operation and maintenance assessment by 6.4%. Ms. Kassel indicated we cannot know what it will be without knowing about the street lights. Mr. LeMenager pointed out that all the Board is doing is balancing the numbers, so we know what it is going to be. The proposal is to keep the grand total the same, but the debt service has gone down, resulting in a 6.4% increase in operation and maintenance.
- Mr. Walls believes it is necessary in order to maintain new infrastructure.
- Mr. LeMenager pointed out when the street lights are paid off, we expect this number to decrease.
- Mr. Berube asked about the first page of the assessment chart, showing a line for office and one for the golf course, and wondered what office was for. Mr.

LeMenager replied it is for neighborhood 0, that it is not office anymore. It was going to be offices, but now it is going to be a neighborhood. It does not show a number of lots. Mr. Berube indicated the following page of the assessment chart also includes a category for office and asked what the difference was between the two. The developer is paying assessments for all the items on the second page. Ms. Kassel thought the first page is for platted lots and the second page is for unplatted lots. Unplatted is based on acreage and has an amount assigned to it. Mr. Berube asked if those rates are a wholesale rate.

- Mr. Moyer explained the methodology provides that unplatted parcels are assessed based on acreage. Once it is platted, the number allocated to the acreage is assigned to the number of units that are platted. The number of lots does not matter since it is based on the same fee. At the end of the day, that acre pays exactly the same as it paid before, platted or unplatted, regardless of the number of driveways.
- Mr. LeMenager indicated unplatted lots are \$4,000 per acre. Mr. Berube thinks it is \$1,000 per acre since neighborhood A-2 is 4.4 acres for a total of \$4,000. Mr. Moyer explained that the amount shown is per acre or per unit. For neighborhoods I, J, K, and L, each shows \$1,220 for a 40-foot lot with 187 total units, so each unit in that product type pays \$1,220.
- Mr. Berube has always told residents that when new neighborhoods come online, there is no additional income to the District and wants to be sure that statement is accurate. Mr. Moyer confirmed that is correct. Mr. LeMenager summarized that for neighborhood A-2 at a total assessment of almost \$10,000 per acre at 4.4 acres, their bill will be almost \$45,000. Mr. Moyer confirmed that the per-unit assessment is the same, and it is then multiplied by the number of acres. I, J, K, and L have been platted and sold, which is why the developer wanted the refinancing done quickly. Ryland Homes was not going to buy it until the refinancing was complete and the debt assessment was reduced.
- Ms. Kassel thought Richmond American Homes was building a model in neighborhood H-2, and Mr. Berube and Mr. LeMenager replied it is in H-1. The developer is negotiating with another builder for H-2. Nothing has been sold in neighborhood H-2 yet.

- Mr. Berube asked if office is neighborhood 0 on the second page of the assessments, and Mr. Walls asked what the platted .28 acres represents for office on the first page of the assessments, which by consensus cannot be neighborhood 0. Ms. Kassel suggested it is for the sales center. Mr. Moyer will confirm with the assessment staff. Mr. Brock Nicholas requested that some of it be put on the tax roll, which was done since it did not matter. It was a surprise to staff that he asked it be put on the tax roll.
- The golf course technically pays assessments because they are responsible for the debt associated with that acreage. The golf course does not pay operation and maintenance, just debt service, which Mr. Moyer confirmed.
- On the second page of the assessment chart, office has to be identified. TC is for Town Center, and Comm is commercial with 7.58 acres. Since the commercial area has shops and stores, some of those must be platted lots. The market piece is platted, as well as the sales and information gallery and all the retail areas. Mr. Moyer will clarify the details on the assessment charts with the assessment staff.

#### **I. Capital Fund**

- Mr. Walls asked what was going to be done with the \$200,000 in the capital fund. The Board discussed using part of it for the street lights. Mr. LeMenager indicated \$100,000 will be spent on street lights, and the other \$100,000 is designated for parks and recreation that has to be spent within three years.
- Mr. LeMenager asked if this question should be put out to the residents. Mr. Berube responded they will provide many different ideas on how to spend that money. Mr. LeMenager mentioned residents have had a few ideas recently, like another soccer field. This community is very popular for families, and the decision comes down to being willing to live this far out of town.
- Mr. Walls suggested budgeting the money so that it is available, not to earmark it but to put it in a capital line item. Ms. Kassel is concerned with focusing on soccer and is hesitant to spend a lot of money on soccer fields because there are many other sports. The District may be able to trade land across from the school with the developer. Residents have suggested another swimming pool, which is very expensive. Ms. Kassel recommended waiting before deciding what to do with that money since we have three years.

- Mr. Berube indicated that legally, the District made the agreement when it accepted the money that \$100,000 was designated for street lights and \$100,000 was designated for parks and recreation. That is where the money needs to go. Mr. Walls would like to budget the money in a line item so it is available if something comes up. The Board can move that money around somewhat.
- Mr. Berube mentioned that there have been a lot of complaints about the neighborhood G park. An idea might be to turn the sodded area in that park into an urban forest. Ms. Kassel indicated the Board received a proposal for the area that has been abraded and is in terrible shape; there is a plan to create a planted area that will allow people through. Mr. LeMenager did not particularly care to have magnolias since the kids will climb over them and destroy them. Ms. Kassel pointed out they do not climb over them now, but Mr. LeMenager indicated they do in the little park behind his house and have destroyed one tree. Ms. Kassel indicated that is a different tree.
- Mr. Berube suggested putting a pine forest in that park area, similar to the one on Cat Brier facing the golf course, with pine needles on the bottom in the sodded area. That should shrink a little bit of the playground area because too much sod is there now. When people look out their front door, they would see pine trees and pine needles, and kids can run in there all they want. Ms. Kassel indicated that people want to see their kids by a playground, which is why we designed it that way. It would have a few higher points but enough lower plants so people can see into the park in addition to seeing the landscaping. Mr. LeMenager indicated only 10 houses are along that little park. Ms. Kassel believes houses are also on the other side of the park. Mr. Berube stated of the people who live there, six or seven houses border the park and see it when they come out the front door. Mr. LeMenager indicated there is the side of a house at the corner.
- Mr. Berube pointed out the intent of that park was not to have kids playing in the grass. It was intended to have kids playing on the playset on the mulch, not on the grass. Therein lies the problem. If you give kids a surface that they can play on, they will, and they will destroy it. They are not doing it on purpose or being malicious, but a lot of kids use that park area. Whatever is put down has to be durable. Mr. van der Snel mentioned that parents do not watch their kids. Ms.

Kassel pointed out that is why the Board designed the plan this way. We took into consideration the fact that most of the plant material should be somewhat drought tolerant but should be okay when there is a heavy rain and a lot of water moves through since it is a drainage swale. The swale is where the grass is really bad. We selected plant material that was going to be suited for that particular application. We also selected material that would not attract children but would repel children. They do not climb the magnolias since those trees are not climbable. The dwarf sabal minor is a type of palm that is a low grower and is not pleasant to be in. The same is true of the firecracker plant. Those plants were selected for color, texture, and appeal but specifically for repelling kid activity. Mr. Berube suggested tabling discussion of this item for the time being.

- Mr. Berube indicated there is now an opportunity for the soccer fields and another play area that has been developed along Butterfly Drive at the gas pipeline easement. Houses will back up to that easement, and people are calling it the linear park since it has linear planting features with low-growth plants and trees. It is 40 feet wide starting at that edge and going to Butterfly Drive. It is a 75-foot-wide grassy strip that is 880 feet long. We can enclose that with shrubbery of some kind that will help reduce the noise and will delineate that as a park area. It is already grassed. You could put two soccer fields in there, and they will cost virtually no money. You would need to level them a little and put some Bermuda or other on the top, and that would still leave several hundred feet in length to have a grassy play area. Mr. LeMenager mentioned it does not necessarily have to be soccer but could also be football and other activities.
- Ms. Kassel indicated the Board has been discussing over the past years putting in a par course at that location. It would be a new thing. A par course is equipment that is minimal and is outdoor. It is essentially exercise stations and the equipment is not really subject to vandalism. Generally, there is some kind of instruction on the equipment as to the kinds of things you do on that equipment. It is for adults, but kids can do it, too. Mr. LeMenager asked if that could be put on the gas easement, and Mr. Berube indicated yes. Ms. Kassel mentioned it will be minimally buried.

- Mr. Berube pointed out the gas pipeline easement has three pieces. The way it works, the front piece fronts Butterfly and Schoolhouse. The new Dark Sky Drive bisects the easement making a square piece. One area is about 75 feet wide and 125 feet long. Then there is a long run all the way to the back. Dark Sky Drive comes out and reconnects with the existing Dark Sky Drive. There is another little piece behind that. If you wanted to contain the par course into a small area, you have them. If you want to make it the length, that is fine. It is 75 feet wide. It is ours. We are already maintaining it at a minimal standard. For a small amount of money, we can make this look good, and we have \$100,000 designated for parks and recreation. Mr. LeMenager pointed out we do not have much more to do on this side with the 55+ community going in.
- Mr. LeMenager reminded the Board that a couple new neighborhoods are coming in. The developer is saying all the parks have been built, which is nonsense since that is not how you design a traditional neighborhood development, but it is how you maximize profits. Ms. Kassel indicated it is not in their DRI since it says every neighborhood will have a park. Mr. Berube confirmed that each one does. Neighborhood H-1 has a double swing set with mulch, which is their park. In neighborhood F, the park will be that 40-foot landscaped area. In neighborhood 11-2 will be a green park area. You will have 100 kids from neighborhood F who will go to the Green neighborhood park. It is already overrun. Neighborhood H-1 will have 90 houses, so maybe 150 kids. When neighborhood 11-2 comes online, that will be 87 lots and another 150 kids. Mr. LeMenager reiterated that the Board needs to think about what to come up with.
- Mr. Berube indicated the gas pipeline easement gives us space. Maybe we can have a new walking trail or a new trail to bring in people from those new neighborhoods. Mr. LeMenager would still like to get people using the school facilities since it is right across the street, not far from neighborhood H-2. Mr. Berube suggested tying neighborhood 11-2 into neighborhood H-1. All down Dark Sky Drive is a big grassy easement with no sidewalk. If you install a trail, it brings people to the gas pipeline easement. It can be tied together. The Board has never had to do this before, but it can be done inexpensively.

- Ms. Kassel indicated the developer has been talking about doing some kind of trade, including the property at Lakeshore Park by Buck Lake or the parcel across from the school. Mr. LeMenager indicated the comment was made at the regular meeting yesterday that they might give us that park. Mr. Bob Glantz and Mr. Berube have had this conversation several times. Mr. LeMenager indicated if they keep it, they will have to pay to develop it. Ms. Kassel indicated it will be very expensive to develop, probably \$400,000 or \$500,000. Mr. Berube mentioned the square lot is low, and dirt is expensive to bring in. Mr. Glantz wants to address the demands for a swimming pool, which is why he is willing to shift it to the District to address the swimming pool demand.
- Mr. Berube suggested getting these parks set up first since residents have been wanting parks for several years. The District has the money to do it and will figure out what to do with neighborhood G. The pipeline easement will solve a lot of capacity problems, and we can do anything we want. If the Board opts to put in a soccer field at the residents' requests, the land is relatively flat and will take just a little grading and dirt to support sod. Irrigation is already there.
- Ms. Kassel asked about the community school field where the District is taking over the irrigation. It is a little bumpy, but that could be considered for a play area. The District does not own it, but Mr. LeMenager suggested they would approve it if the District offered to build a soccer field. Mr. Walls is worried that will be a lot of kids. Mr. Berube indicated this had already been suggested, but Mr. van der Snel mentioned it was the areas at Cupseed and Bluestem, not the other parts. The school did not want us on the inside. The irrigation at Cupseed and Bluestem is working. The school's part is zeroed out. They only turned the water back on because the District forced their hand to spend the money. If the District approached the school to build the soccer field, the concern is that the school will not take care of it. Going on the school's property would be a problem, but it could be done if it was on District property.
- Mr. LeMenager pointed out the District needs to think about what to do on that corner because at some point, it will become District property. Mr. Berube mentioned if you budget \$500,000 for a swimming pool, that would make a lot of people happy. Ms. Kassel would like to see it be a swimming pool, a playground,

and a shelter. Mr. LeMenager suggested a play field is fine. Mr. Berube indicated we could start the discussion with Mr. Glantz about turning that property over to the District. Ms. Kassel wondered if the District could get some money to go toward a pool since it was promised to the residents. Mr. Berube indicated that Mr. Glantz will respond that we have \$100,000, which was significantly above his starting offer.

#### **FIFTH ORDER OF BUSINESS**

#### **Other Business**

There being none, the next order of business followed.

#### **SIXTH ORDER OF BUSINESS**

#### **Supervisors' Requests**

There being none, the next order of business followed.

#### **SEVENTH ORDER OF BUSINESS**

#### **Adjournment**

The next meeting is scheduled for Thursday, July 30, 2015, at 6:00 p.m.

On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, the meeting was adjourned at 7:15 p.m.

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Gary L. Moyer, Secretary

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Steve Berube, Chairman



## **Fourth Order of Business**

**4A.**

# **Harmony**

## **Community Development District ( C D D )**



## **Rules & Policies**

### **(2015)**

**PROLOG:** The “Rules” of the Harmony, Florida “Community Development District”, established pursuant to state of Florida Statutes, Chapter 190, are comprised of the Chapters, Amendments, and Appendices listed below. The current, most recently approved and published, version of each Chapter of the Harmony CDD Rules & Policies is available on the District website @:

**<http://www.harmonycdd.org/public-records/rules>**.

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## **HARMONY CDD RULES & POLICIES**

### **TABLE OF CHAPTERS, AMENDMENTS, & APPENDICES**

<b><u>CHAPTER 1</u></b>	<b>Administrative Rules of Procedure</b>
<b><u>Amendment 1</u></b>	<b>Full Disclosure of Public Financing</b>
<b><u>Amendment 2</u></b>	<b>Vendor Purchase Policy</b>
<b><u>Amendment 3</u></b>	<b>{ Not In Use – Rescinded 03/26/2015 }</b>
<b><u>Amendment 4</u></b>	<b>{ Not In Use – Rescinded 03/26/2015 }</b>
 <b>CHAPTER 2</b>	 <b>{ Not In Use – Rescinded 03/27/2014 }</b>
 <b><u>CHAPTER 3</u></b>	 <b>Facility Usage Rates, Fees, &amp; Charges</b>
 <b><u>CHAPTER 4</u></b>	 <b>Parks &amp; Recreation Facilities Rules</b>
 <b>APPENDICES</b>	 <b>{ Reference Material }</b>
<b><u>Appendix 1</u></b>	<b>Speaking Request Form</b>
<b><u>Appendix 2</u></b>	<b>Tabular Schedule of Fees</b>
<b><u>Appendix 3</u></b>	<b>District Facility Maps &amp; Plans</b>
<b><u>Appendix 4</u></b>	<b>Access Card Registration Form</b>
<b><u>Appendix 5</u></b>	<b>Facility Usage Application (Personal)</b>
<b><u>Appendix 6</u></b>	<b>Facility Usage Application (Company)</b>
<b><u>Appendix 7</u></b>	<b>District Boat-Use Agreement Form</b>

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**NOTE:** This document is a Complete version of All of the District’s Rules & Policies, as adopted. It is the culmination of the 2015 Rules Revision work of the District Board of Supervisors. Chapters of the RULES may also be published and referenced individually on the web site. For navigation ease, underlined headers & titles are hyperlinked either to text or the web.

# **Harmony CDD**

## **Rules & Policies**

### **(2015)**



## **<sup>1</sup>Chapter 1**

### **Administrative Rules of Procedure**

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<sup>1</sup>The rules herein were adopted on 07/30/2015, pursuant to the lawful procedure set forth in Section 190.011(5), Florida Statutes, and pursuant to Sections 4 and 5 of Chapter 1, the "Administrative Rules of Procedure" of the Harmony Community Development District.

# **CHAPTER 1**

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## 1. **GENERAL OVERVIEW**

- 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 and policies (the “Rules”) is to describe the general operations of the District.
- 1.2 Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

### Chapter 1, Section 1

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

## 2. **BOARD OF SUPERVISORS; OFFICERS AND VOTING**

- 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.
- 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).
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.



- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 2.8.3** A memorandum submitted by an affected Board member 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.

Chapter 1, Section 2

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)

### **3. PUBLIC INFORMATION AND INSPECTION OF RECORDS**

- 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.
- 3.2 Hard Copies.** Copies of public records shall be made available to the requesting person at a charge of \$ 0.25 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.

#### **Chapter 1, Section 3**

Specific Authority:	190.011(5)
Law Implemented:	190.006(7), 119.07(1)(a), 119.07(1)(b)

#### **4. MEETINGS AND WORKSHOPS**

- 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) The date, time, and place of the meeting or workshop;
  - (2) A brief description of the nature, subjects, and purposes of the meeting or workshop;
  - (3) The address where persons may obtain a copy of the agenda.
  - (4) 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.
  - (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.
- 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.
- 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.
- 4.4 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 **Sections 4.1, 4.2, & 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.

- 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.
- 4.5.1** Members of the public shall have three (3) minutes to address the Board.
- 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.
- 4.5.3** Members of the public shall fill out the “Speaking Request Form” prescribed by the Board and incorporated herein by reference (shown in Appendix 1, and available on the District website via the link: [HarmonyCDD.org/Speaking-Request-Form.pdf](http://HarmonyCDD.org/Speaking-Request-Form.pdf)), 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 himself or herself, or his or her group, on a proposition if he or she so chooses.
- 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.
- 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.

Chapter 1, Section 4

Specific Authority:	190.011(5), 120.525, 120.54(5)
Law Implemented:	190.007(1), 190.008, 120.525, 120.54, 286.0114

## **5. RULEMAKING PROCEEDINGS**

**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.

### **5.2 Notice of Rule Development.**

**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 **Section 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.

**5.2.2** All rules should be drafted in accordance with Chapter 120, Florida Statutes.

### **5.3 Notice of Proceedings and Proposed Rules.**

**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 **Section 5.2** appeared.

**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.

**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.

- 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.
- 5.5 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.
- 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:
- (A) The text of the proposed rule, or any amendment or repeal of any existing rules;
  - (B) A detailed written statement of the facts and circumstances justifying the proposed rule;
  - (C) A copy of the statement of estimated regulatory costs if required by Section 120.541, Florida Statutes; and
  - (D) The published notice.
- 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 a 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.
- 5.8 Rulemaking Proceedings - Hearings.** If a 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.
- 5.9 Request for a Public Hearing.**
- 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.

- 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.
- 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.
- 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
- 5.11 Negotiated Rulemaking.** The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54, Florida Statutes.
- 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.

Chapter 1, Section 5

Specific Authority:	190.011(5), 190.011(15), 120.54, 190.035
Law Implemented:	120.54, 190.035(2)

## 6. **DECISIONS DETERMINING SUBSTANTIAL INTEREST**

**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.

**6.1.1** The person conducting the hearing may:

- (A) Administer oaths and affirmations; and/or
- (B) Rule upon offers of proof and receive relevant evidence; and/or
- (C) Regulate the course of the hearing, including any prehearing matters; and/or
- (D) Enter orders; and/or
- (E) Make or receive offers of settlement, stipulation, and adjustment.

**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.

**6.1.3** The District shall issue a final order within forty-five (45) days:

- (A) After the hearing is concluded, if conducted by the Board; or
- (B) 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
- (C) After the Board has received the written and oral material it has authorized to be submitted, if there has been no hearing.

**6.2 Eminent Domain.** After determining the need to exercise the power of eminent domain pursuant to Sub-section 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:

**6.2.1** Adopt a resolution identifying the property to be taken;

**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 the taking will occur in an unincorporated area, or of the municipality, if the taking will occur within the municipality.

### Chapter 1, Section 6

Specific Authority:	190.011(5), 190.011(15)
Law Implemented:	190.011(11)



## **7. PROCEDURE UNDER CONSULTANTS' COMPETITIVE NEGOTIATIONS ACT**

**7.1 Scope.** In order to comply with the requirements of Section 287.055, Florida Statutes (regarding certain types of professional services), the following set of 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.

### **7.2 Definitions.**

**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 map-maker, in connection with the firm's or individual's professional employment or practice.

**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.

**7.2.3 "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.

**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.

**7.3 Qualifying Requirements.** In order to be eligible to submit a bid or proposal, a firm or an individual, at the time of receipt of its bid, must:

- (A) Hold all required applicable state professional licenses in good standing; and
- (B) Hold all required applicable federal licenses in good standing, if any; and
- (C) 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; and
- (D) 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.

Evidence of compliance with these Requirements may be submitted with the bid, if requested by the District.

**7.4 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.

**7.5 Competitive Selection.**

**7.5.1** 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:

- (A) The ability and adequacy of the professional personnel employed by each firm; and
- (B) Each firm's past performance for the District in other professional employment settings; and
- (C) The willingness of each firm to meet time and budget requirements; and
- (D) The geographic location of each firm's headquarters or office in relation to the project; and
- (E) The recent, current, and projected workloads of each firm; and
- (F) The volume of work previously awarded to each firm; and
- (G) Whether a firm is a certified minority business enterprise.

**7.5.2** 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.

**7.5.3** 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.

## **7.6 Competitive Negotiation.**

- 7.6.1** 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.
- 7.6.2** 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”.
- 7.6.3** 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.
- 7.6.4** 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.
- 7.6.5** 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.
- 7.7 Continuing Contract.** Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.
- 7.8 Emergency Purchase.** The District may make an emergency purchase without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

### Chapter 1, Section 7

Specific Authority: 190.011(5)  
 Law Implemented: 190.011(3), 287.055, 190.033

## 8. **PURCHASE OF GOODS, SUPPLIES, OR MATERIALS**

**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.

### **8.2 Definitions.**

**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.

**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.

**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.

**8.2.4 “Lowest Responsible Bid/Proposal”** means that, in the sole discretion of the Board, the bid or proposal:

- (A) Has been 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; and
- (B) Is responsive to the invitation to bid or request for proposal as determined by the Board; and
- (C) Provides the lowest cost to the District.

Bids may not be modified after opening. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board.

**8.2.5 “Goods, Supplies, and Materials”** which are procured by the District do not include printing, insurance, advertising, or legal notices.

**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.

**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.

- 8.3 Procedure.** When a purchase of goods, supplies, or materials is within the scope of this Rule, the following is appropriate:
- 8.3.1** The Board shall cause to be prepared an Invitation to Bid or Request for Proposal, as appropriate.
  - 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.
  - 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.
  - 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.
  - 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.
  - 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.
  - 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.
  - 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.

Chapter 1, Section 8

Specific Authority:	190.011(5)
Law Implemented:	190.033

## **9. CONTRACTS FOR CONSTRUCTION OF AUTHORIZED PROJECT**

**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.

### **9.2 Procedure.**

**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.

**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.

**9.2.3** The Requirements to be eligible to submit a bid or proposal are that, at the time of receipt of its bid or proposal, a firm or an individual must:

- (A) Hold all required applicable state professional licenses in good standing; and
- (B) Hold all required applicable federal licenses in good standing, if any; and
- (C) 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; and
- (D) Meet any special prequalification requirements set forth in the bid/proposal specifications.

Evidence of compliance with these Requirements may be submitted with the bid or proposal, if required by the District.

**9.2.4** 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.

**9.2.5** 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.

- 9.2.6** 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:
- (A) The ability and adequacy of the professional personnel employed by each bidder or proposer; and
  - (B) The past performance of each bidder or proposer for the District and in other professional employment settings; and
  - (C) The willingness of each bidder or proposer to meet time and budget requirements; and
  - (D) The geographic location of each bidder or proposer's headquarters or office in relation to the project; and
  - (E) The recent, current, and projected workloads of the bidder or proposer; and
  - (F) The volume of work previously awarded to each bidder or proposer; and
  - (G) Whether the cost components of each bid or proposal are appropriately balanced; and
  - (H) Whether a bidder or proposer is a certified minority business enterprise.
- 9.2.7** 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.
- 9.2.8** 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.

Chapter 1, Section 9

Specific Authority:	190.011(5)
Law Implemented:	190.033, 255.0525

## **10. CONTRACTS FOR MAINTENANCE SERVICES**

**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 Section 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 solely per the Rules in this **Section 10** 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.

### **10.2 Procedure.**

**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.

**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.

**10.2.3** The Requirements to be eligible to submit a bid or proposal are that, at the time of receipt of its bid or proposal, a firm or an individual must:

- (A) Hold the required applicable state professional license in good standing; and
- (B) Hold all required applicable federal licenses in good standing, if any; and
- (C) 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; and
- (D) Meet any special prequalification requirements set forth in the bid proposal specifications.

Evidence of compliance with these Requirements may be submitted with the bid, if required by the District.

**10.2.4** 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.

**10.2.5** 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.



- 10.2.6** 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:
- (A) The ability and adequacy of the professional personnel employed by each bidder or proposer; and
  - (B) The past performance of each bidder or proposer for the District and in other professional employment settings; and
  - (C) The willingness of each bidder or proposer to meet time and budget requirements; and
  - (D) The geographic location of each bidder or proposer's headquarters or office in relation to the project; and
  - (E) The recent, current, and projected workloads of the bidder or proposer; and
  - (F) The volume of work previously awarded to each bidder or proposer; and
  - (G) Whether the cost components of each bid or proposal are appropriately balanced; and
  - (H) Whether a bidder or proposer is a certified minority business enterprise.
- 10.2.7** 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.
- 10.2.8** 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.

Chapter 1, Section 10

Specific Authority: 190.011(5)  
 Law Implemented: 190.033

## **11. DESIGN-BUILD CONTRACT COMPETITIVE PROPOSAL SELECTION PROCESS**

**11.1 Scope.** The District may utilize a design/build contract for any public construction project for which the Board determines that use of such a contract is in the best interest of the District. When letting a design/build contract, the District shall use the procedure of **Section 11.2**.

### **11.2 Procedure.**

**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 pursuant to **Section 7**, "Procedure Under Consultants' Competitive Negotiations Act".

**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.

**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.

**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, according to the following processes.

- (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.
- (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) The Requirements to be eligible to submit a bid or proposal are that, at the time of receipt of its bid or proposal, a firm must:
  - (A) Hold the required applicable state professional license in good standing, as defined by Section 287.055(2)(h), Florida Statutes; and
  - (B) Hold all required applicable federal licenses in good standing, if any; and

- (C) 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; and
- (D) Meet any special prequalification requirements set forth in the design criteria package.

Evidence of compliance with these Requirements may be submitted with the bid, if required by the District.

- 11.2.5** 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.
- 11.2.6** 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.
- 11.2.7** After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
- 11.2.8** 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.
- 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.

Chapter 1, Section 11

Specific Authority: 190.011(5)  
 Law Implemented: 190.033, 255.20

## **12. PURCHASE OF INSURANCE**

**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.

**12.2 Procedure.** For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:

**12.2.1** The Board shall cause to be prepared a Notice of Invitation to Bid.

**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.

**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.

**12.2.4** Bids shall be opened at the time and place noted on the Invitation to Bid.

**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.

**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.

**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.

**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.

### **Chapter 1, Section 12**

Specific Authority:	190.011(5)
Law Implemented:	112.08

### **13. BID PROTESTS UNDER CONSULTANTS' COMPETITIVE NEGOTIATIONS ACT**

- 13.1 Scope.** 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 7 or 11** shall be in accordance with this **Section 13**.
- 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 14** of the Rules of the Harmony Community Development District shall constitute a waiver of proceedings under those Rules."
- 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.
- 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.
- 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.
- 13.6 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 6**.

#### Chapter 1, Section 13

Specific Authority: 120.57(3), 190.011(5)  
 Law Implemented: 120.57(3), 190.033

#### **14. BID PROTESTS RELATING TO ANY OTHER AWARD**

- 14.1 Scope.** 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 8, 9, 10, or 11** shall be in accordance with this **Section 14**.
- 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.
- 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.
- 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.
- 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.
- 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 6**.

#### **Chapter 1, Section 14**

Specific Authority:	190.011(5)
Law Implemented:	190.033

# **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:**

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*(continue on reverse side if needed)*

- *If you desire to speak on more than one topic, please complete a separate form for each topic.*
- *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.*

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To Facilitate Double-Sided Printing.



# **Harmony CDD**

## **Rules & Policies**

### **(2015)**



## **<sup>1</sup>Chapter 1, Amendment 1**

### **Full Disclosure of Public Financing**

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<sup>1</sup>The rules herein were adopted on 07/30/2015, pursuant to the lawful procedure set forth in Section 190.011(5), Florida Statutes, and pursuant to Sections 4 and 5 of Chapter 1, the "Administrative Rules of Procedure" of the Harmony Community Development District.

# **CHAPTER 1, AMENDMENT 1**

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## **PART I: GENERAL MATTERS INCLUDING DEFINITIONS**

1. **Introduction.** In matters of finance, the District is subject to Florida Statutes; principal among which are Chapters 120 and 190. These documents, along with information on all aspects of public financing, are available on the official website for the Florida Legislature, [www.leg.state.fl.us/statutes/](http://www.leg.state.fl.us/statutes/) or via related-links on the District's website, [www.HarmonyCDD.org/related-links.](http://www.HarmonyCDD.org/related-links)
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.
3. **Definitions.**
  - 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.
  - 3.2 "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.
  - 3.3 "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.
  - 3.4 "Continuing Full Disclosure" means full disclosure no less frequently than annually or as major, relevant, and material information changes. This disclosure is to be made to those persons set forth in **Section 3.5** below.
  - 3.5 "Disclosure Recipients" means those to whom this disclosure is to be made available, including but not limited to the following:
    - 3.5.1 "Existing Residents" means those Residents, both landowners and non-landowners, who live within the boundary of and are subject to the jurisdiction of the District;
    - 3.5.2 "Prospective Resident(s)" means any person of the General Public who contacts by telephone, email, facsimile, U.S. mail, or in-person visit to the District or a Developer to make inquiries before there is any interest in negotiating a contract for purchase;
    - 3.5.3 "Prospective Initial Purchaser" is a Prospective Resident who is ready to and is interested in negotiating for an initial purchase contract to be signed;
    - 3.5.4 "Parties to a Contract" means those who execute a contract for purchase.

- 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.
- 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.
- 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.
- 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.
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.
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.

## **PART II: SPECIFIC RULE PROCEDURES**

6. **Determination of What Constitutes Public Financing & 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.
7. **Forms Distribution.** 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.
8. **Availability of District Public Financing Information to Existing Residents.** All District public financing forms, as defined and determined under this Rule, and as updated, shall be physically available at the District office for inspection under Florida law and electronically available by website when feasible, with published notice of availability made at the end of each District fiscal year, in a newspaper of general circulation in Osceola County, Florida.

### **Chapter 1, Amendment 1**

Specific Authority: 190.012(3), 190.011(5), 190.011(15),  
190.009(1), 190.0485

Law Implemented:

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To Facilitate Double-Sided Printing.

# **Harmony CDD**

## **Rules & Policies**

### **(2015)**



## **<sup>1</sup>Chapter 1, Amendment 2**

### **Vendor Purchase Policy**

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<sup>1</sup>The rules herein were adopted on 07/30/2015, pursuant to the lawful procedure set forth in Section 190.011(5), Florida Statutes, and pursuant to Sections 4 and 5 of Chapter 1, the "Administrative Rules of Procedure" of the Harmony Community Development District.

**CHAPTER 1, AMENDMENT 2**  
**TABLE OF CONTENT**

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**VENDOR PURCHASE POLICY** ..... **2**



## **ADOPTION STATEMENT**

The “Vendor Purchase Policy” of the District, adopted as denoted herein at a properly noticed rulemaking meeting of the Board of Supervisors, is hereby incorporated by reference into the “Rules & Policies” of the Harmony Community Development District, and is designated as **Amendment 2**, “Vendor Purchase Policy”, to **Chapter 1**, “Administrative Rules of Procedure”.

### **Chapter 1, Amendment 2**

Specific Authority:	190.011(5), 190.011(15), 120.54
Law Implemented:	190.007

## 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, initially adopted by motion of the Board of Supervisors of the Harmony Community Development District at the properly noticed Board meeting of August 31, 2000, is herein properly reduced to writing, as amended, and is forthwith adopted as a Rule of the District as indicated by the Board at the properly noticed meeting on the date denoted below; and as may be further amended and properly adopted as a Rule at a future meeting of the Board.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gary Moyer, Manager  
Harmony Community Development District

AGREED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Vendor

# **Harmony CDD**

## **Rules & Policies**

### **(2015)**



## **<sup>1</sup>Chapter 3**

### **Facility Usage**

### **Rates, Fees, & Charges**

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<sup>1</sup>The rules herein were adopted on 07/30/2015, pursuant to the lawful procedure set forth in Section 190.011(5), Florida Statutes, and pursuant to Sections 4 and 5 of Chapter 1, the "Administrative Rules of Procedure" of the Harmony Community Development District.

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## 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 (“CDD” or “District”) owned and maintained facilities. The effect of this Rule is to broaden responsibility for District Recreation Facilities.

## 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 usage by Residents of the Harmony community.

## 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 noticed meetings, the District may collect Special Event fees necessary for the conduct of District activities and services.

## 4. **RATES, FEES, AND CHARGES**

### 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 for a family of four, and \$250.00 for each additional person. This fee amount is intended to be equivalent to the non-ad valorem assessments paid by District property owners for similar annual use of District Facilities.

### 4.2 **Special Event Fee Schedule**

A tabular list of fees and allotted time periods that are applicable to Reserved Use of District Recreation Facilities is contained in **Appendix 2**. For specific rules regarding a particular type of Special Event Reservation, refer to **Chapter 4, Sections 8 and 9**.

### 4.3 **Special Event General Provisions**

**4.3.1** The fees of **Section 4.2** are applicable to group and individual users of District Recreation Facilities, including but not limited to the following:

- (A) For-profit and non-profit organizations;
- (B) Individuals who do not currently possess a valid photo ID Access Card, pursuant to the conditions and procedures of **Chapter 4, Section 3**;
- (C) Any Resident who reserves a facility while acting on behalf of a for-profit business or a non-profit organization.
- (D) Any Resident who exceeds his or her allotment of free reservations for any given facility, per **Section 4.3.4**.

- 4.3.2** Maximum reserved-use times include setup and takedown time. Failure to vacate the premises more than fifteen (15) minutes after the maximum time allowed may result in loss of the security deposit.
- 4.3.3** All Special Event reservations require a security deposit of \$250, in addition to all fees designated in the Fee Schedule of **Section 4.2**.
- 4.3.4** Residents are permitted two (2) free (exclusive of the security deposit) reservations per year per facility, which are time-bounded per **Section 4.2**.
- 4.3.5** Reserved use of District Sport Facilities (SVB fields and courts) by non-resident organizations shall, in the aggregate, not exceed 50% of available use, nor more than three (3) days per week.
- 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.
- 4.3.7** Rental of the Buck Lake Fishing Piers only applies to the pier on the west side of the Buck Lake Boat Dock structure and the two walking path piers.
- 4.3.8** Once a Reservation is accepted and scheduled, all usage fees assessed per **Section 4.2** are non-refundable (the security deposit of **Section 4.3.3** is refundable).

#### **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.

#### Chapter 3

Specific Authority:	190.035, 190.011(5), 120.54
Law Implemented:	190.035, 190.011(5)

## **SPECIAL EVENT TABULAR SCHEDULE OF FEES**

{For Reserved Use of District Facilities}

<b>(1)</b>	Soccer/Volleyball/Basketball ("SVB") Fields & Courts	<b>\$5</b> per hour
<b>(2)</b>	Swim Club and Ashley Park Pools Reserved Patio Areas	<b>\$100</b> for up to four (4) hours maximum
<b>(3)</b>	Buck Lake Pavilion	<b>\$60</b> for up to four (4) hours maximum
<b>(4)</b>	Buck Lake Fishing Piers	<b>\$40</b> for up to two (2) hours maximum
<b>(5)</b>	Town Square	<b>\$250</b> for up to six (6) hours maximum

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# **Harmony CDD**

## **Rules & Policies**

### **(2015)**



## **<sup>1</sup>Chapter 4**

### **Parks & Recreation Facilities Rules**

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<sup>1</sup>The rules herein were adopted on 07/30/2015, pursuant to the lawful procedure set forth in Section 190.011(5), Florida Statutes, and pursuant to Sections 4 and 5 of Chapter 1, the "Administrative Rules of Procedure" of the Harmony Community Development District.

## **CHAPTER 4**

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## 1. **DEFINITIONS**

### 1.1 **General Use**

Any use of any of the District maintained Recreation Facilities defined in **Section 1.8**.

### 1.2 **Special Event**

Any <sup>2</sup>**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 8.3**.

### 1.3 **Organizer**

The individual, entity, organization, or company in charge of an 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 (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, which include but are not limited to those defined in **Sections 1.9, 1.10, and 1.11**, as set forth on the **Appendix 3** maps (also available on the District website at: **HarmonyCDD.org/Other-Index/Maps**).

### 1.9 **District Swimming Pool Facilities**

The District maintained Swimming Facilities, as set forth on the **Appendix 3** maps (which are available on the District website at **HarmonyCDD.org/Other-Index/Maps**), and as may be 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 in the **Appendix 3** maps.

### 1.11 **District Park and Playground Facilities**

The Soccer, Basketball, and Volleyball Facilities located on the Park and Playground Areas maintained by the District and set forth on the **Appendix 3** maps.

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<sup>2</sup>The terms “**Special Event**” and “**Event**” are used interchangeably throughout this document to refer to such Special Events as defined in **Section 1.2**.

**1.12 District Resident** includes:

- (1) A Property Owner who currently resides in his or her home within the boundary of the District;
- (2) A Property Owner who has elected to declare residency outside the 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;
- (3) A Renter occupying a residence inside the boundaries of the District; and
- (4) The 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 Patron to participate in the use of the District 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 who 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. USAGE RESTRICTIONS**

### **2.1 General Policies**

- 2.1.1** Parking is prohibited in any non-designated parking area.
- 2.1.2** Swimming is prohibited in all District-maintained ponds.
- 2.1.3** No watercraft of any kind is allowed in any of the District-maintained ponds.
- 2.1.4** Surrounding each pond is a 20-foot, District-maintained buffer zone, for which public access is permitted only during the hours denoted in **Section 2.1.6**.
- 2.1.5** It is requested that anyone wishing to access a pond either walk or ride a bicycle; and that anyone who does access a pond be respectful of adjacent resident homes.
- 2.1.6** General hours of operation for all facilities, except the pools and the boats, are 30 minutes before sunrise to 30 minutes after sunset.
- 2.1.7** Continued violation of any District policy will result in immediate reporting to law enforcement authorities per the stipulations of **Sections 2.2 and 2.3** and/or imposition of the usage penalties set forth in **Section 2.4**.

### **2.2 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.

### **2.3 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.

### **2.4 Suspension of Access Privileges**

Facility access privileges may be suspended and all photo ID Access Cards of an entire family deactivated for misuse/abuse of any District Facility, not following these 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 180 days, and all others within the family may be deactivated for up to 90 days.

### 3. **PHOTO ID ACCESS CARDS**

- 3.1** In order to use the District Buck Lake Dock and Boat Facilities or the District Swimming Pool Facilities, each user must follow the provisions of **Sections 4 and 5**, **and** must be in possession of a photo ID Access Card; which is obtained by completing a Harmony CDD Access Card Registration Form; which is available in **Appendix 4** and on the District website at: **HarmonyCDD.org/Access-Card-Registration-Form.pdf**.
- 3.1.1** **Resident Owners** in Harmony shall be entitled to one 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 per person for a photo ID Access Card, and \$10.00 for an Access Card renewal upon the start of each successive 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 Cards 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 identification in a verifiable form such as, but not limited to, a Passport, a Driver License, or an Identification Card (military, state, et al) 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:
- (A) Purchase Closing Statement with name of Homeowner denoting proof of address within the boundaries of the District; or
  - (B) Tax Notice with name of Homeowner denoting proof of address within the boundaries of the District; or
  - (C) Other suitable proof of home-Ownership.
- 3.1.5.3 Proof of Renter-Status** within the District shall require
- (1) A signed memo (any format) from the property owner stating that owner's right to an access card for said rental property is relinquished to the Renter;
  - (2) A copy of the Renter Lease Agreement showing the name of the Renter denoting proof of address within the District;
  - (3) **And**, at least one of the items below:
    - (A) Current utility bill with name of Renter denoting proof of address within the boundaries of the District; or
    - (B) Current phone bill with name of Renter denoting proof of address within the boundaries of the District; or
    - (C) 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 2.4**.
  - 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 not otherwise a qualifying Member of the CDD, 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 for a family of four, 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 Residents, as defined in **Section 1.12**, 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** Any person utilizing a District Swimming Pool Facility in such a wonton, careless, or willful manner as could cause harm or distress either to the facility or other patrons is subject to the suspension penalty provisions of **Section 2.4**.
- 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 2.4**), and/or a charge of Trespass (per **Section 2.2**).
- 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 said 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 younger 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 a Dock Master regarding lake access or whether 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 a 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 usage, a potential boat 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 CDD "Boat-Use Agreement", as attached hereto ([Appendix 7](#)) and incorporated by reference, with provisions thereof incorporated herein, and with each potential user of District 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 the provisions and penalties of **Section 2.4**.

## 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 composite Boat-Use Agreement and Boat Inspection Sheet may be accessed by logging into the user's account on the District's secure Boat Reservation System (via this website link: <https://www.HarmonyCDD.org/Boat-Reservation>).
- 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:
- (A) Inspect a boat for damage; and
  - (B) Assess any damages to the boat; and
  - (C) Report the inspection findings to the District Manager.
- Subsequently, the District Manager will, as necessary, invoice the boat user for the cost of any assessed damages.

## 5.10 Boating Laws

All persons must obey all federal, state, and local boating laws while using District boats.

## 5.11 Animals Prohibited

- 5.11.1** Due to safety considerations, dogs and other companion animals are not allowed at Buck Lake Park or on any watercraft.
- 5.11.2** Disabled individuals may, however, bring one service dog to the Park for assistance, provided that:
- (A) The dog is wearing a vest or has other proper marking that clearly identifies the dog as a service dog; and
  - (B) The dog is kept under control on a leash at ALL times; and
  - (C) 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 9.7 and 9.8**.
- 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 9.8**.
- 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 the provisions and penalties of **Section 2.4**.
- 6.1.4** Use of the SVB Facilities is permitted only during the hours of operation set forth in **Section 2.1.6**, 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 facilities, per provisions of **Section 2.4**.
- 6.1.6** No alcohol, tobacco, or glass containers are permitted on the premises of any SVB Facility shown on the **Appendix 3** maps during any scheduled Event.
- 6.1.7** Golf or other activities that may cause damage to the Soccer and/or Volleyball Facilities 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 facilities, per provisions of **Section 2.4**.

### **6.2 Waiver of Liability, Indemnification**

Users of the SVB Facilities expressly undertake (as set forth in **Section 9.9**) to indemnify and hold harmless the District from all liability and/or injury, loss, or damages arising out of the 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 prior written consent of the District. The District or its designee may inspect the subject premises at any time, as set forth in **Section 9.3**.

**6.4 Participants and Attendees**

A user organizing activities 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 Responsibilities**

- 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 at large, the Harmony Developer, nor any affiliated boards, employees, or consultants shall be liable for any injury nor any damage sustained while using the dog parks.

### **7.3 General Policies**

- 7.3.1** No animals other than dogs are allowed in the Harmony 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 or 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 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, 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 or any structure within 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.” Event Organizers must submit a Harmony CDD Parks and Recreation Facility Usage Application to the District Manager no later than fifteen (15) calendar days prior to the Event. Copies of the forms for individuals (refer to **Appendix 5**) and organizations (refer to **Appendix 6**) are available on the District website:

- Individual .... **HarmonyCDD.org/Facility-Reservation-Form Individual.pdf**;
- Corporate .... **HarmonyCDD.org/Facility-Reservation-Form Corporate.pdf**.

In case of a date conflict, the Event Organizer will be notified by the District Manager after the Facility Usage Application has been received and reviewed.

### **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<br>other pet shows |
| ▪ Anniversary Parties                          | ▪ Magic Shows                     |
| ▪ Wedding, Graduation,<br>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 set forth 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 and 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 clearly denoted.

### **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 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**

### **9.1 Basics**

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.

### **9.2 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.

### **9.3 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.

### **9.4 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 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.

### **9.5 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.

### **9.6 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.

### **9.7 Special Event Fees and Charges**

#### **9.7.1 Collection Authority**

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 4.2**, "Special Event Fee Schedule".

### 9.7.2 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.

## 9.8 Security Deposit

**9.8.1** For each Event with ten (10) or more attendees, the District shall collect from the Event Organizer a security deposit of \$250.00 at the time the Organizer schedules the Event with the District Manager.

**9.8.2** At the conclusion of the Event, and upon inspection, the District shall either (1) return the damage deposit to the Event Organizer if there is no damage to District property or (2) charge the Event Organizer for any damage to District property and apply the security deposit to the charge.

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

## 9.9 Indemnification and Hold Harmless

**9.9.1** 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.

**9.9.2** The EVENT ORGANIZER AGREES TO INDEMNIFY<sup>3</sup>, DEFEND, AND HOLD THE DISTRICT HARMLESS<sup>4</sup> 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.

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<sup>3</sup>As used herein, the phrase "**indemnify**" shall mean "to restore the victim of a loss, in whole or in part, by payment, repair, or replacement." re Black's Law Dictionary 769 (6th ed. 1990).

<sup>4</sup>As used herein, the phrase "**hold harmless**" shall mean that the Organizer "assumes the liability inherent in a situation, thereby relieving the [District] of responsibility."

- 9.9.3** The state, agencies of the state, and sub-divisions of the state shall not be subject to this indemnification clause in accordance with Section 768.28(19), Florida Statutes.
- 9.9.4** None of the indemnification or insurance requirements referenced in this Policy or in the Event Application constitute a waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes.

## **9.10 Insurance Requirements**

- 9.10.1** 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, as listed in **Section 1.6**, must be on all Certificates of Insurance.
- 9.10.2** 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.
- 9.10.3** 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.
- 9.10.4** The District reserves the right to adjust insurance requirements on a per-Event basis.
- 9.10.5** 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. Any organization or individual having an insurance related question is encouraged to contact the District Manager at the District Office.

### **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. 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).
- 4. Workers Compensation** will be required if employees are hired for the Event, according to Florida State Statutes.

## **9.11 Special Event Approval**

### **9.11.1 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.

### **9.11.2 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.

## **9.12 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 SPECIAL ACCOMMODATION(S) TO UTILIZE THESE RECREATIONAL FACILITIES MAY CONTACT THE DISTRICT MANAGER AT THE ADDRESS LISTED IN **SECTION 1.6**.

# HARMONY TRAILS



## Allowed Users

- Jug Creek Trail
- Cat Meadow Link
- Billy's Trail
- Butterfly Trail
- Quail Trail
- Rabbit Run
- White Trails to Billy's Trail & Cat Lake Landing
- Lookout Bridge Path

## Trail Etiquette

- Cyclists yield to horses & hikers, all yield to horses
- Step to the side to let others pass
- Keep the trail clean
- Carry your trash out
- Keep animals under control
- Dogs welcome, but keep pets on a short leash
- Trail passes through cattle pasture
- Close and latch all gates
- Do not feed wildlife
- Enjoy animals from a distance

## Equestrians

- Horse riding limited to Harmony residents and accompanied guests
- Please register at the Sales & Information Gallery
- Signed waiver required
- Protect yourself and others
- Riders of all ages to wear a helmet
- Do not wear headphones on the trail

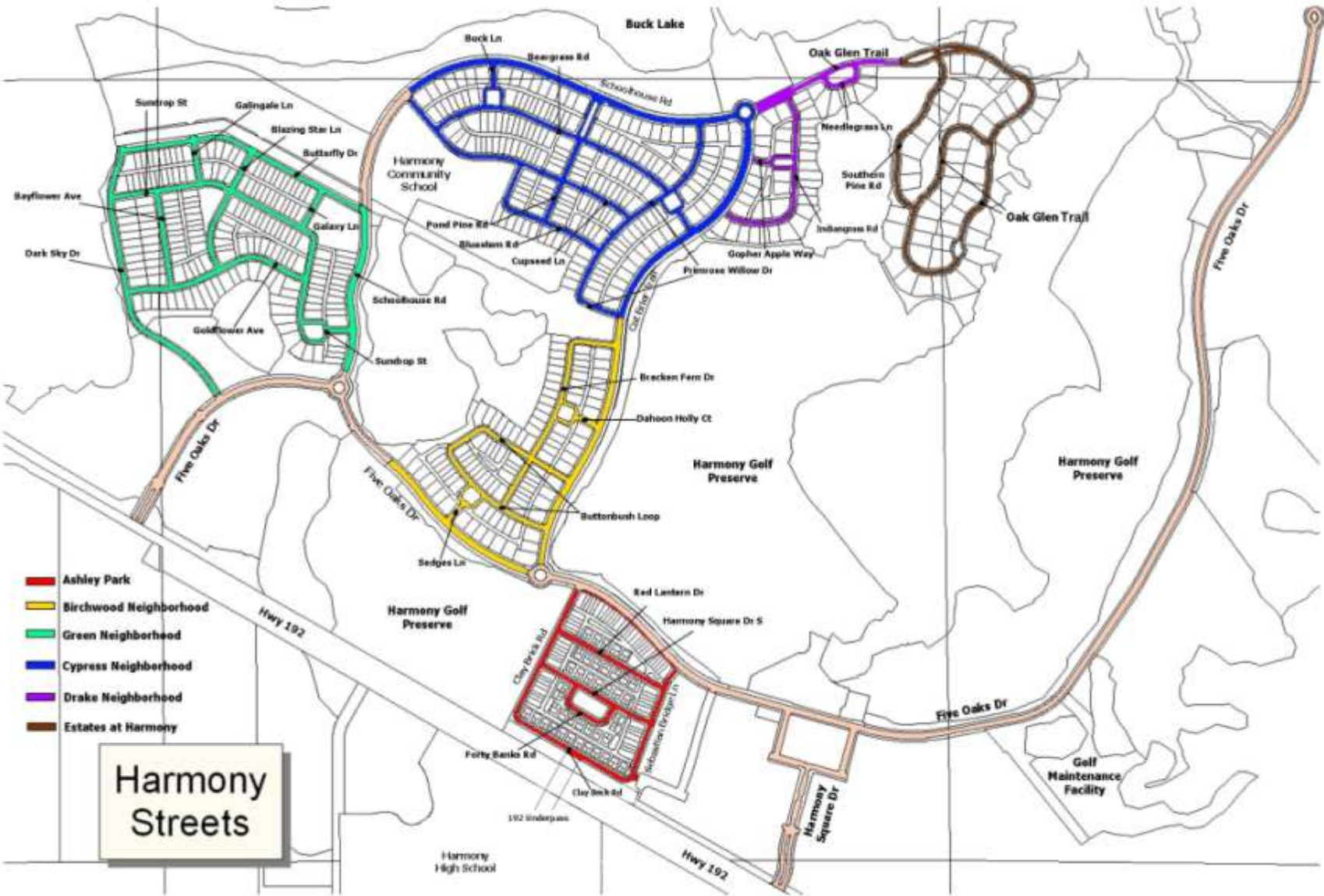


District Facility Maps & Plans





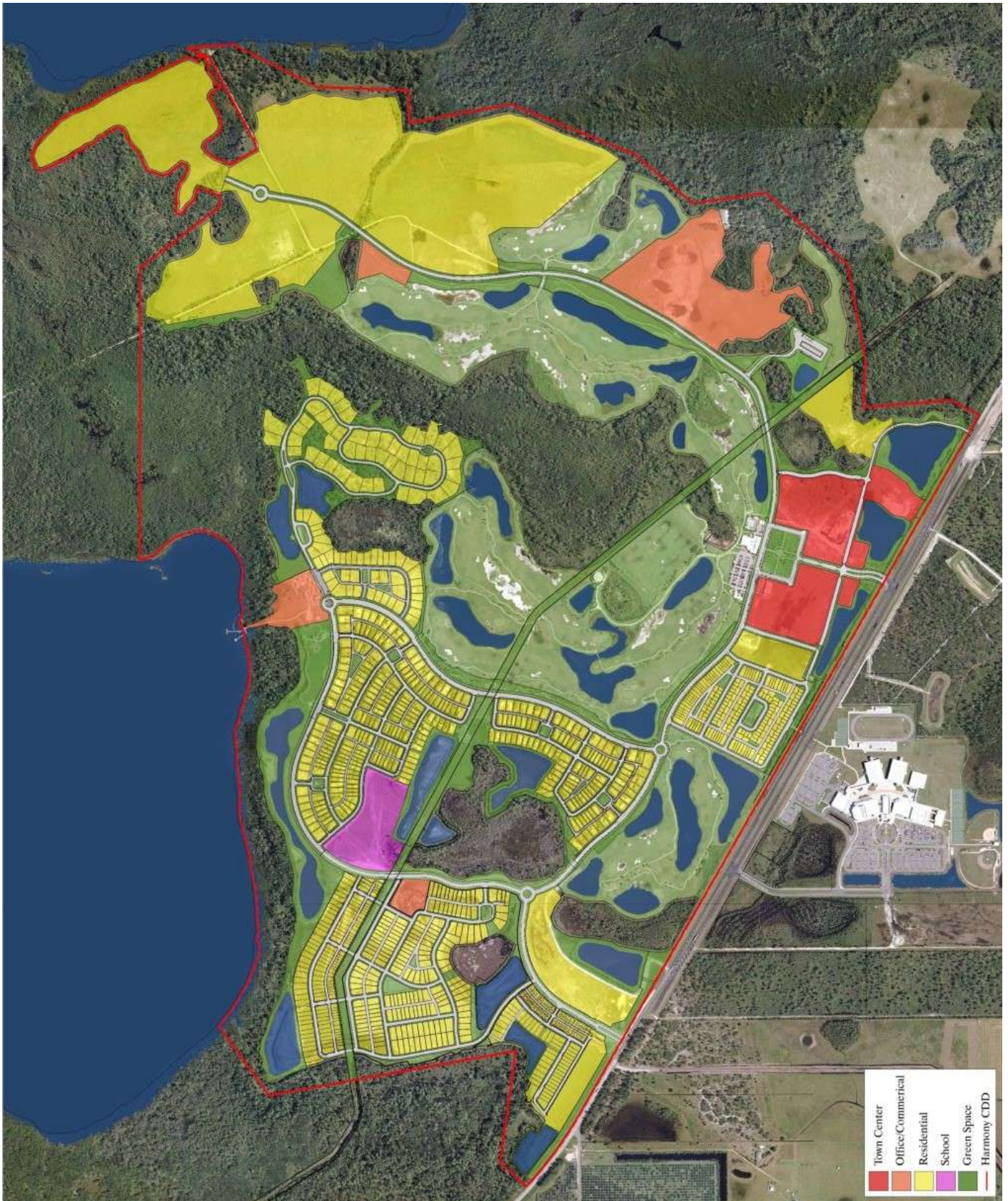
District Facility Maps & Plans



[http://harmonyccd.org/.../Street\\_Names.pdf](http://harmonyccd.org/.../Street_Names.pdf)



## District Facility Maps & Plans



<http://harmonycdd.org/.../Boundary-Map.pdf>



# **HARMONY CDD**

## **Access Card Registration Form**

**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/Public-Records/Rules](http://www.HarmonyCDD.org/Public-Records/Rules).

**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

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To Facilitate Double-Sided Printing.

**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), FL 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, FL Statutes.

## 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: \_\_\_\_\_

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To Facilitate Double-Sided Printing.

## **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: \_\_\_\_\_

## 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 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), FL 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, FL Statutes.

## 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: \_\_\_\_\_

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To Facilitate Double-Sided Printing.

## 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.

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.

**Link to District Boat Reservation System:**  
**<https://www.HarmonyCDD.org/Boat-Reservation>**

**4B.**

## RESOLUTION 2015-07

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE FINAL AMENDED RULES OF PROCEDURE AND FEE SCHEDULE FOR RECREATIONAL FACILITIES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

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

**WHEREAS**, Chapter 190, Florida Statutes, authorizes the District to adopt rules and orders pursuant to the provisions of Chapter 120 prescribing the powers, duties and functions of the officers of the District; the conduct of the business of the District; the maintenance of records; and the form of certificates evidencing tax liens and all other documents and records of the District. The Board may also adopt administrative rules with respect to any of the projects of the District and define the area to be included therein. The Board may also adopt Resolutions which may be necessary for the conduct of District business; and

**WHEREAS**, pursuant to Section 190.035, Florida Statutes, the District is authorized to prescribe, fix, establish and collect rates, fees, rentals or other charges, and to revise the same from time to time, for the facilities and services furnished by the District within the limits of the District, including, but not limited to, recreational facilities, water management and control facilities and water and sewer systems; to recover the costs of making connection with any District facility or system; and to provide for reasonable penalties against any user or property for any such rates, fees, rentals or other charges that are delinquent; and

**WHEREAS**, the proposed Fee Schedule is just and equitable and uniform for users of the same class, and when appropriate may be based or computed either upon the amount of service furnished, upon the number of average number of persons residing or working in or otherwise occupying the premises served, or upon any other factor affecting the use of the facilities furnished, or upon any combination of the foregoing factors, as has been determined by the Board on an equitable basis; and

**WHEREAS**, the proposed Fee Schedule was fixed after a Public Hearing at which all the users of the proposed facilities or services or owners, tenants or occupants served or to be served thereby and all other interested persons had the opportunity to be heard concerning the proposed Fee Schedule; and

**WHEREAS**, notice of such Public Hearing setting forth the proposed Fee Schedule was published in a newspaper in the county of general circulation in the District at least once and at least 1 days prior to such Public Hearing; and

**WHEREAS**, the District has previously adopted rules, and established a Fee Schedule for recreational facilities and services; and

**WHEREAS**, the District desires to amend the rules and adopt revisions as otherwise attached; and

**WHEREAS**, The District continues to find that the imposition of fees for the utilization of the District recreation facilities and services is necessary and reasonable in order to provide for the expenses associated with the operation and maintenance of the recreational facilities and services; and

**WHEREAS**, the rules, attached hereto as Exhibit “A” and incorporated herein by reference, are for immediate use and application, having been adopted after having held a public hearing before the Board of Supervisors on July 30, 2015.

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

**SECTION 1.** The above recitals are true and correct and incorporated herein by reference.

**SECTION 2.** The Fee Schedule for use of District recreational facilities as previously adopted and as may be revised by the attached Exhibit “B” is hereby reinforced and adopted pursuant to this Resolution. This Fee Schedule shall stay in full force and effect until such time as the Board of Supervisors may amend this Fee Schedule in accordance with Chapter 190, Florida Statutes.

**SECTION 3.** The rules, as amended and attached hereto as Exhibit “A”, are hereby adopted pursuant to this Resolution. These rules shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapters 120 and 190, Florida Statutes.

**SECTION 4.** District staff has provided notice to the general public in accordance with Chapters 190 and 120, Florida Statutes, and scheduled a Public Hearing before the Board of Supervisors.

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

**SECTION 6.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 30<sup>th</sup> day of July, 2015.

ATTEST:

**HARMONY COMMUNITY  
DEVELOPMENT DISTRICT**

---

Gary L. Moyer  
Secretary

---

Steven Berube  
Chairman



## **Fifth Order of Business**

**5A.**

# MAINTENANCE REPORT

CUSTOMER Harmony CDD & Golf Course Ponds DATE 7-14-2015

BTC ACCOUNT NO. 582-01

BIOLOGIST / TECHNICIAN Jon Avance/Kyle Philpot/ Steve Booth

## 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	x				x					
20,4,2,3	x				x									
21,28,30	x				x	x								
24,25,26	x				x	x								
31,27,32	x				x	x								
33,34,15	x				x									
14,13,12	x				x									
11,17,16	x				x									
18,10,19	x				x									
1,5,6,7,8	x				x									

TARGETED VEGETATION Cogon grass, Cat-tails, Torpedo grass, Water hyacinth, Primrose willow, Penny

wort, Alligator weed, Dog fennel, Rag weed.

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

Sprayed Primrose willow, Cat-tails, Torpedo grass and small patch of maiden cane in front and around Buck Lake boat dock.

also treated shoreline along cat lake camping area for water hyacinth.

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

Orlando

Vero Beach

Leesburg

Jacksonville

Tampa

Key West

**5B.**

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

**July 2015**

**4.1 Turf**

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

Week ending 06/27/15  
Week ending 07/04/15  
Week ending 07/11/15  
Week ending 07/18/15

Mowing for the balance of July is scheduled as follows:

Week ending 07/25/15

- 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. Above average temperatures are limiting applications to early morning time frame. Follow-up application as needed.
- 4.1.5 Fertilization
- a. Completed. Next application in September.
- 4.1.6 Pest Control
- a. Select spot treat as needed throughout project: East Five Oaks, Clay Brick, East entrance, West Entrance, Schoolhouse Rd.
  - 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. Completed. Next application in August.

### **4.2.6 pH Adjustment**

## **4.3 Shrub/Ground Cover Care**

### **4.3.1 Annuals**

- a. General maintenance.

### **4.3.2 Pruning**

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

### **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. Completed. Next application scheduled for October.

### **4.3.5 Pest and Disease Control**

- a. No major pest or disease concerns at this time.
- b. Follow-up applications for scale/ aphids on viburnum

### **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. East Five Oaks – in progress
  2. Dark Sky – in progress
  3. Queen Palms @ Swim Club – seed pod removal
- b. General sucker removal throughout.
- c. Removed dead Sycamore from East Five Oaks
- d. Removed dead Laurel from Catbrier
- e. Removed broken Pine Tree limb from Buck Lake resulting from storm damage.
- f. Palm trim along 192 week of 7/20

#### 4.4.2 Tree Basins

#### 4.4.3 Fertilizer

- a. Completed.

#### 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# 07122015 – Shumard Oak replacement at Cupseed next to Elementary school; Laurel Oak replacement at 6835 Butterfly Dr.; Railroad tie border installation at Dog Park playground. Completed.
2. PO# 07132015 – Roebellini palm installation at Ashley Pool.
3. Enhancement installation along Lakeshore/ Schoolhouse at benches in progress. Completion projected week of 7/20. PO# pending.
4. Cupseed/ Blue Stem sod replacement proposal submitted for review (tabled to Fall)
5. Blazing Star landscape improvements proposal pending additional review and discussion.

## **Seventh Order of Business**

**7Bi.**

## Settlement Agreement and Release Agreement

This Settlement Agreement and Release ("Agreement") is entered into on this 20 day of June, 2015 between the Harmony Community Development District ("District") and AllState Paving, Inc. ("AllState"), collectively referred to as the "Parties."

### Recitals

WHEREAS, the Parties entered into an agreement for services on August 28, 2014, pursuant to which AllState was to provide alley resurfacing and repair services to the District in exchange for the District paying AllState sixty thousand and ninety dollars (\$60,090.00) (the "Contract"), a copy of this contract is attached to this settlement agreement as Exhibit "A" and incorporated herein; and

WHEREAS, the Parties disagreed as to the remaining amount owed under the Contract; and

WHEREAS, the District has paid to AllState \$51,076.50 to date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

### Terms of Agreement

1. Settlement Payment. The District will pay to AllState, ten thousand dollars (\$10,000.00), resulting in a total payment of sixty-one thousand seventy-six dollars and fifty cents (\$61,076.50) for the services rendered under the contract (the "Settlement Payment"). The Settlement Payment shall be made in the form of a check and will be paid to AllState's Counsel no later than ten (10) calendar days following the delivery of an executed copy of this Agreement to District's Counsel. The District will provide an executed copy of this Agreement to AllState's Counsel no later than the date that the Settlement Payment is due.
2. Affidavit. At the time of delivering the executed copy of this Agreement to the District, AllState agrees to provide the District with a sworn affidavit that the Property is free and clear of all lienable claims arising under and by virtue of the Contract by Allstate, and that no contractor, subcontractor or supplier of Allstate has a right to file a lien against the Property because of services or labor performed or materials supplied for the services provided under the Contract.
3. Payment of Attorney's Fees. The Parties acknowledge and agree that each Party is solely responsible for any attorney's fees incurred during the course of this dispute and agree that neither Party, nor its attorney, will seek any award of attorney's fees or costs from the other Party.
4. Taxes. AllState shall be solely responsible for the payment of any taxes determined to be due and owing (including penalties and interest related thereto) by any federal, state, local, or regional taxing authority as a result of this Settlement Payment. AllState understands that the



District has not made, and that it does not rely on, any representations made regarding the tax treatment of the sums paid pursuant to this Agreement.

5. Mutual Release. The Parties, on behalf of themselves, their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns, and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, hereby release and discharge the other Party, together with their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns and successors in interest, and all persons acting by, through, under or in concert with them, from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, known or unknown, which either Party has, or may have had, against the other Party, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from this dispute.

This Agreement resolves any claim for relief that could have been alleged, no matter how characterized, including, but not limited to, compensatory damages, damages for breach of contract, bad faith damages, reliance damages, liquidated damages, damages for humiliation and embarrassment, punitive damages, costs and attorney's fees related to or arising from this dispute.

6. No Outstanding or Known Future Claims/Causes of Action. Each Party affirms that it has not filed with any governmental agency or court any type of action or report against the other Party, and currently knows of no existing act or omission by the other Party that may constitute a claim or liability excluded from the release in paragraph 4 above.

7. Acknowledgment of Settlement. The Parties acknowledge that (i) the consideration set forth in this Agreement, is in full settlement of all claims or losses of any kind or character that they have, or may ever have had, against the other Party, and (ii) by signing this Agreement, and accepting the consideration provided herein and the benefits of it, they are giving up forever any right to seek further monetary or other relief from the other Party, for any acts or omissions up to and including the Effective Date of this Agreement in relation to the Contract dispute.

8. No Admission of Liability. The Parties acknowledge that the Settlement Payment was agreed upon as a compromise and final settlement of disputed claims and that payment of the Settlement Payment is not, and may not be construed as, an admission of liability by the District and is not to be construed as an admission that the District engaged in any wrongful, tortious or



unlawful activity. The District specifically disclaims and denies (a) any liability to AllState and (b) engaging in any wrongful, tortious or unlawful activity.

9. Non-Disparagement. The Parties agree that, unless required to do so by legal process, their officers and directors will not make any disparaging statements or representations, either directly or indirectly, whether orally or in writing, by word or gesture, to any person whatsoever, about the other Party or its officers, directors, employees, agents, attorneys or representatives. For purposes of this paragraph, a disparaging statement or representation is any communication which, if publicized to another, would cause or tend to cause the recipient of the communication to question the business condition, integrity, competence, good character or product quality of the person or entity to whom the communication relates.

10. Legally Binding. The Parties intend this Agreement to be legally binding upon each of them and their respective successors, assigns, executors, administrators, heirs and estates.

11. Entire Agreement. The recitals and Exhibit set forth at the beginning of this Agreement are incorporated by reference and made a part of this Agreement. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Furthermore, no modification of this Agreement shall be binding unless in writing and signed by both Parties.

12. Interpretation of Agreement. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation. Moreover, this Agreement shall be interpreted as if prepared by both Parties. Accordingly, any rule of law that would require the interpretation of any ambiguities to be construed against the Party drafting the Agreement is inapplicable and is thereby waived.

13. Authority to Execute Agreement. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and AllState. Both the District and AllState have complied with all the requirements of law, and both the District and AllState have full power and authority to comply with the terms and provisions of this Agreement.

14. Reliance on Counsel. In entering into this Agreement, the Parties acknowledge that they have relied upon the legal advice of their respective attorneys, who are the attorneys of their own choosing, that such terms are fully understood and voluntarily accepted by them, and that, other than the consideration set forth herein, no promises or representations of any kind have been made to them by the other Party. The Parties represent and acknowledge that in executing this Agreement they did not rely, and have not relied, upon any representation or statement, whether oral or written, made by the other Party or by that other Party's agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement or otherwise.

15. Counterparts. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Effective Date. This Agreement will be effective upon the date of execution by both Parties.

**Settlement and Release Agreement Between AllState Paving, Inc. and Harmony Community Development District Regarding the Provision of Alley Resurfacing and Repairs**

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST: *witness*

*Amy C. Small*  
 Signature  
 Amy C. Small  
 Print Name

AllState Paving, Inc.

By: *[Signature]*  
 Print name: Dan Phillips  
 As its: President  
 Date: 7/10/15

ATTEST:

*Rosemary Tschinkel*  
 Signature  
 Rosemary Tschinkel  
 Print Name

Harmony CDD

By: *[Signature]*  
 Print name: GARY MOTER  
 As its: MANAGER  
 Date: 7.20.15

As authorized for execution by the Board of Supervisors of the Harmony Community Development District at its \_\_\_\_\_, 2015 regular meeting.



**AGREEMENT BETWEEN ALLSTATE PAVING, INC. AND HARMONY  
COMMUNITY DEVELOPMENT DISTRICT REGARDING THE PROVISIONS OF  
ALLEY RESURFACING AND REPAIRS**

THIS AGREEMENT made and entered into this 28<sup>th</sup> day of August, 2014, by and between Allstate Paving, Inc., a Florida Company and independent contractor ("Contractor"), whose address is 5284 Patch Road, Orlando, Florida 32822, and the Harmony Community Development District ("District"), care of the District Manager, whose address is 610 Sycamore Street, Suite 140, Celebration, Florida 34747 (hereinafter "Parties"), shall bind the Contractor to provide the alley resurfacing and repair services set forth below to the satisfaction of the District.

**SECTION I**

**Purpose of Agreement**

The purpose of this Agreement between Contractor and the District, is for the Parties to enter into an agreement for Alley Resurfacing and Repairs as set forth in Section IV below, and as expressly contemplated in the Proposal and supplied to the District by Contractor regarding the Alley Resurfacing and Repairs in Neighborhood B-I, Neighborhood D, and Neighborhood G in Harmony, Florida.

**SECTION II**

**Qualifications of Contractor**

The Contractor warrants and represents that it is qualified to fulfill the Alley Resurfacing and Repair duties set forth below.

**SECTION III**

**Consideration**

1. That which induced the Parties to enter into this Agreement, in addition to the provisions of Sections I-III, which provisions are dispositive, is the fee for the Contractor and the services to be received by the District, both constituting good, valuable, adequate and sufficient consideration.

2. In consideration of this Agreement and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to all of the provisions of this Agreement.

Exhibit A



**AGREEMENT BETWEEN ALLSTATE PAVING, INC. AND HARMONY COMMUNITY  
DEVELOPMENT DISTRICT REGARDING THE PROVISIONS OF ALLEY RESURFACING AND  
REPAIRS**

**SECTION IV**

**Duties**

1. The duties, obligations, and responsibilities of the Contractor are as follows:
  - a. Meet with the District Engineer at the work site to go over the scope of Services prior to beginning to perform project duties, obligations and responsibilities.
  - b. Supply all labor, material, and equipment to resurface and repair the existing alleys in Neighborhoods B-1, D, and G in Harmony, Florida, as follows:
    - i. Resurface and repair the alleys with the following specifications and warranties:
      1. Pavement in all alleys is 14 feet wide.
      2. Milling 3100 square yards of existing pavement in Neighborhood B-1.
      3. Resurface 3100 square yards in Neighborhood B-1.
      4. Provide 6100 linear feet of 6 inch white edge strip in Neighborhood B-1.
      5. Install 7 stop bars in Neighborhood B-1.
      6. Milling 1180 square yards of existing pavement in Neighborhood D.
      7. Resurface 1180 square yards in Neighborhood D.
      8. Provide 210 linear feet of 6 inch white edge strip in Neighborhood D.
      9. Install 4 stop bars in Neighborhood D.
      10. Milling 260 square yards of existing pavement in Neighborhood G.
      11. Resurface 260 square yards in Neighborhood G.
      12. After the asphalt is poured, the Contractor will spray all alleys with water to ensure that the grade is appropriate to ensure adequate drainage.
      13. Provide a One year warranty on the resurfacing and repairs.

**AGREEMENT BETWEEN ALLSTATE PAVING, INC. AND HARMONY COMMUNITY  
DEVELOPMENT DISTRICT REGARDING THE PROVISIONS OF ALLEY RESURFACING AND  
REPAIRS**

ii. Perform the following additional miscellaneous repairs with the following specifications:

1. Remove the top of existing Type C Inlet and reinstall a new top 4 inches lower, remove and replace the surrounding asphalt and grade it to match, with approximately 35 square yards of removal and replacement required.
2. Asphalt Patch.
3. Add 7 square yards of soil cement base and 1.5 inches of asphalt at alley radius, see Photo 63.
4. Add 7 square yards of soil cement base and 1.5 inches of asphalt at alley radius, see Photo 65.

2. All decisions concerning compliance with the terms of this Agreement and operations under this Agreement are specifically delegated and assigned to the District Manager or her or his designee. The point-person for Contractor shall be Dan Phillips who shall report progress and relay any questions to the District Manager.

3. Subject to the approval of the District Manager, the Contractor shall:

- a. Be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are fulfilled to the satisfaction of the District Manager.
- b. Ensure that employees working on the Project shall wear uniforms or other professional attire at all times. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, or, in the opinion of the District Manager, is unsightly for any reason, shall be strictly prohibited. Contractor personnel shall wear shirts at all times and shall wear footwear that conforms to safe work practices.
- c. Enforce strict discipline and good order among its employees on the Project site. The Contractor shall ensure that its employees that communicate and interact with the Harmony community and any other customers/party associated with the Harmony Project are knowledgeable of the Project and the Services that the Contractor is performing.



**AGREEMENT BETWEEN ALLSTATE PAVING, INC. AND HARMONY COMMUNITY  
DEVELOPMENT DISTRICT REGARDING THE PROVISIONS OF ALLEY RESURFACING AND  
REPAIRS**

- d. Develop, implement, and maintain a safety program for its operations on the Project. The safety program shall include, at a minimum, a safety policy; safety rules and procedures; safety training; procedures for reinforcing and monitoring safety programs; procedures for accident investigations; providing and maintaining equipment safety features; and safety record keeping.
  - e. Be available for an inspection (walkthrough) with the District Manager or the Manager's representative during regular working hours after the alley resurfacing and repairs set forth above are completed by the Contractor. This inspection shall be scheduled with the District Manager and Contractor, or their lawful representatives, with a resulting punch list of problems and corrective actions to be taken as soon as practicable after the walk-thru is completed.
  - f. Be responsible for immediately notifying the District, through the District Manager, of any and all issues, damage, and/or decline directly related to the Contractor's scope of work.
  - g. Report to the District Manager or its designee.
- 4. Additional duties may be specified by the District Manager or its designee.
  - 5. The Contractor agrees to complete its duties under this Agreement within 30 days from commencement of work.

**SECTION V**

**Compensation**

- 1. The District agrees to compensate the Contractor a total amount of \$60,090.00. District shall pay Contractor the balance upon satisfactory completion of the duties outlined in Section IV above, based on the following itemizations:
  - a. In Neighborhood B-1, milling 3100 square yards for \$9,300, resurfacing 3100 square yards for \$15,500, providing 6 inches of white edge strip for 6100 linear feet for \$6,100, and installing 7 stop bars for \$1,750 each.
  - b. In Neighborhood D, milling 1180 square yards for \$4,720, resurfacing 1180 square yards for \$7,670, providing 6 inches of white edge strip for 210 linear feet, and installing 4 stop bars at \$1,000 each.

**AGREEMENT BETWEEN ALLSTATE PAVING, INC. AND HARMONY COMMUNITY  
DEVELOPMENT DISTRICT REGARDING THE PROVISIONS OF ALLEY RESURFACING AND  
REPAIRS**

- c. In Neighborhood G, milling 260 square yards for \$1,300, resurfacing 260 square yards for \$2,600, and providing 6 inches of white edge strip for 340 linear feet for \$1,020.
2. The pricing for any additional resurfacing, if requested, shall be at the following rates:
  - a. Milling (1 inch), 2000 square yards per day at \$3 per square yard for a total of \$6,000.
  - b. Resurfacing (1 inch), 2000 square yards per day at \$6 per square yard for a total of \$12,000.
3. The additional miscellaneous repairs listed in Section IV(1)(ii) will be compensated in one lump sum of \$8,500.
4. Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or its designee upon board approval.

**SECTION VI**

**Contractual Relationship**

1. Nothing herein shall be construed as creating the relationship of employer or employee between the District/District Manager and the Contractor or between the District/District Manager and the Contractor's employees. The District is interested only in the results to be achieved, and the conduct and control of the work to be performed will lie solely with Contractor
2. Neither the District nor the District Manager shall be subject to any obligations or liabilities of the Contractor or its employees, incurred in the performance of the contract.
3. The Contractor is an independent contractor and nothing contained herein shall constitute or designate the Contractor or any of their employees as employees of the District or the District Manager.
4. Nothing herein shall be construed as to creating an agency relationship between the District and Contractor or the District Manager and Contractor.



**AGREEMENT BETWEEN ALLSTATE PAVING, INC. AND HARMONY COMMUNITY  
DEVELOPMENT DISTRICT REGARDING THE PROVISIONS OF ALLEY RESURFACING AND  
REPAIRS**

**SECTION VII**

**Term**

This Agreement shall commence upon execution by both Parties hereto and shall continue until the duties of the Contractor set forth above are performed to the satisfaction of the District.

**SECTION VIII**

**Insurance**

The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (a) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (b) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability with the District named as an additional insured, and covering at least the following hazards:
  - (i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation;
  - (ii) The District shall be named as additional insured.
- (c) Employer's Liability Coverage with limits of at least \$300,000 (three hundred thousand dollars) per accident or incident.
- (d) Professional Liability Insurance with limits of \$1,000,000 (one million dollars).
- (e) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

**SECTION IX**

**Indemnification**

**AGREEMENT BETWEEN ALLSTATE PAVING, INC. AND HARMONY COMMUNITY  
DEVELOPMENT DISTRICT REGARDING THE PROVISIONS OF ALLEY RESURFACING AND  
REPAIRS**

1. The Contractor agrees to indemnify and hold harmless the District and its Manager, officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto.

2. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute.

**SECTION X**

**Authorization**

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

**SECTION XI**

**Assignment of Contract**

1. No right or interest in this Agreement, or further formal contract, shall be assigned or delegated by the Contractor without the written permission of the District.

2. Any attempted assignment or delegation by Contractor shall be void wholly, and ineffective totally, for all purposes, unless made in the conformity with this Section.

**SECTION XII**

**Waiver**

No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing and signed by the aggrieved.

**SECTION XIII**

**Termination**

The performance of Services may be terminated in whole or in part by the District Manager in accordance with this provision and may be revised by the Board.

**SECTION XIV**



**AGREEMENT BETWEEN ALLSTATE PAVING, INC. AND HARMONY COMMUNITY  
DEVELOPMENT DISTRICT REGARDING THE PROVISIONS OF ALLEY RESURFACING AND  
REPAIRS**

Modifications and Recordings

This Agreement can be modified or rescinded only by a writing signed by both Parties to the Agreement or their duly authorized agents.

SECTION XV

Payment for Services Procedure

1. The Contractor shall deliver to the District Manager an Application for Payment in such form and with such detail as the District Manager requires.
2. The District Manager on behalf of the District shall pay the Contractor its Fee plus additional fees in connection with Work Authorizations, if any.
3. The District, through its Manager, reserves the right to require itemized documentation to verify the amount owed as prescribed in the Application for Payment. If documentation is required to verify the Contractor's Application for Payment, then payment by the District Manager on behalf of the District will take place on the 30th day of the calendar month in which both the Application for Payment and the itemized documentation are received by the District through its Manager.
4. Any change orders are discouraged and subject to District Board approval and any District change order policy.

SECTION XVI

Adjustment of Services

1. The District reserves the right to reduce any portion of the Contractor's Scope of Services, or amend any work Authorization, as agreed upon by this Agreement.
2. In such event that an adjustment is deemed necessary, the District shall be entitled to a fee reduction proportionate to the negotiated Total Fee determined within this Agreement.

SECTION XVII

Advertising

1. The Contractor, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the District or the name of "Harmony" (either alone or in conjunction with or as part of any other word, mark or name) in any advertising, publicity or promotion.

**AGREEMENT BETWEEN ALLSTATE PAVING, INC. AND HARMONY COMMUNITY  
DEVELOPMENT DISTRICT REGARDING THE PROVISIONS OF ALLEY RESURFACING AND  
REPAIRS**

2. This advertising restriction shall include, but is not limited to, the express or implied endorsement by the District of the Contractor's services.

3. This advertising prohibition shall extend to any use of "Harmony," or the District, in any other manner whatsoever, whether specifically mentioned above or not.

**SECTION XVIII**

**Waiver**

Any failure by the District and the District Manager to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and the District reserves the right and privilege to subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

**SECTION XIX**

**Final Payment**

1. The Contractor's acceptance of the final payment under this Agreement, or the acceptance of the final payment upon early termination hereof, shall constitute a full and complete release of the District and District Manager from any and all claims of the Contractor.

2. The claims upon which the District is released includes, but may not be limited by, any demands and causes of action whatsoever which Contractor may have against the District in any way related to the subject matter of this Agreement.

3. Upon receipt of final payment from the District Manager, the Contractor shall, as a condition precedent to receipt of final payment, submit to the District a fully and properly executed general Release.

4. Neither the District's or District Manager's review, approval, acceptance of payment, nor lack of payment for any of the Services required under this Agreement shall be construed as a waiver of any rights, under this Agreement or act as a waiver to any cause of action arising out of the performance of this Agreement.

5. The Contractor shall be and remain liable to the District in accordance with law for all damages to the District caused by the Contractor's performance, or lack of performance, of any of the Services furnished, or agreed upon, pursuant to this Agreement.

**SECTION XX**

**Enforcement of Agreement**



**AGREEMENT BETWEEN ALLSTATE PAVING, INC. AND HARMONY COMMUNITY  
DEVELOPMENT DISTRICT REGARDING THE PROVISIONS OF ALLEY RESURFACING AND  
REPAIRS**

In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION XXI**

1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be assigned, amended, modified or rescinded, unless otherwise provided in this Agreement, except in writing and signed by the Parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision is found to be invalid or alter substantially the benefits of the Agreement for either of the Parties.

2. The rights and remedies of the District provided for under this Agreement are in addition to any other rights and remedies provided by law.

3. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

4. Written notices required to be given under this Agreement shall be deemed given when received by the District through personal delivery, courier service, or certified mail delivered to all of the following addresses:

Harmony Community Development District  
Attention: Gary Moyer, District Manager  
610 Sycamore Street, Suite 140  
Celebration, Florida 34747

Harmony Development Company, LLC  
3500 Harmony Square Drive W  
Harmony, Florida 34773

Young van Assenderp, P.A.  
215 South Monroe St. Ste. 802  
Tallahassee, Florida 32301  
ATTN: Timothy R. Qualls

**AGREEMENT BETWEEN ALLSTATE PAVING, INC. AND HARMONY COMMUNITY  
DEVELOPMENT DISTRICT REGARDING THE PROVISIONS OF ALLEY RESURFACING AND  
REPAIRS**

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals and such of them  
as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST: Allstate Paving, Inc.  
5284 Patch Road  
Orlando, Florida 32822  
CONTRACTOR

[Signature] By: [Signature]  
Date: 8.28.2014

ATTEST: HARMONY CDD  
DISTRICT MANAGER

[Signature] By: [Signature]  
Date: 8.28.14

As authorized for execution by the Board of Supervisors of the Harmony Community  
Development District at its JUNE 26, 2014 regular meeting.

# CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

State of Florida  
County of

Before me, the undersigned authority, personally appeared Lendsey D Phillips, who, after being first duly sworn, deposes and says of his personal knowledge the following:

1. He is the President of Allstate Paving Inc. which does business in the State of Florida, hereinafter referred to as the "Contractor."

2. Contractor, pursuant to a contract with Harmony Community Development District hereinafter referred to as the "Owner," has furnished or caused to be furnished materials and/or services for the construction of improvements on real property described as Alley Resurfacing & Repairs Neighborhoods B-1, D, & G Harmony, FL.

3. This affidavit is executed by the Contractor in accordance with section 713.06 of the Florida Statutes for the purposes of obtaining final payment from the Owner.

4. All work to be performed under the contract has been fully completed, and all lienors under the direct contract have been paid in full EXCEPT: NONE

Signed, sealed, and delivered this 13 day of July, 2015

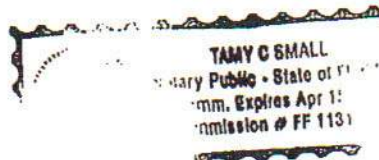
By [Signature]

Title: Lendsey D Phillips

Sworn to and subscribed before me this 13 day of July, 2015 by Lendsey D Phillips who is personally known to me or produced as identification, and did take an oath.

[Signature]  
Name of Notary Public  
Notary Public

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



**7Ci.**

## June 2015/ July 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.
- Started Power washing project continuing on sidewalks CDD parks.
- Pergola at Green Neighborhood play area was due to repairs. Replaced wood
- Planted 6 new trees. Ashley park pool front entrance (Robbelinni) . Cupseed 2x towards School refurbishment. Dog park 2 x 6835 Butterfly 1X
- Repaired skate stopper damage at stage area. Repainted seating area with proper Concrete paint.
- Ongoing refurbishment park benches. Added bench in the estates
- Added mulch at Play area.
- Dog park water fountain drains are not working properly. No sewer available.
- Added Dog potty station Rosewood.
- Set up power washing for Cat Brier pavilion roofs.
- Cleaned Town square Pillar tops.

### 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. Situation resolved
- All Clocks inspected & adjusted as needed.
- Added Rotors on West Five Oaks for better coverage.
- Added bubblers at new planted trees.
- A new faceplate has to be installed at Butterfly clock because of new added landscaping at Cherry Hill. REW will contact Kent Foreman for replacement.

### **Pools Operations**

- Pools checked, chemically balanced and cleaned daily.
- Roofs of Swim club and Ashley Park buildings have been professionally cleaned
- Several trespassing at night occurred at Swim club. Contacted Sheriff Department. More rounds will be made. Gate will be locked with tie ups after closing time.
- Added 2 new cameras for better vision.
- ORP controllers have been replaced. They were not functioning correct. All is working up to standard now.
- Issues with Pool sure. They are not delivering product as agreed on Contract. At this time pending.

### **Boat Maintenance**

- All propellers weekly checked and cleaned.
- Refurbishment of 20ft pontoon has been finalized. 4 batteries have been replaced.
- 16 ft refurbishment has been completed.
- Dock repairs had to be done by Dock-ters because of storm damage.
- Boat house front refurbishment has started.

### **Buck Lake Activities**

- Boat Orientation held at the Pavilion, 12 attended.

### **Access Cards**

- Approximately 30 ID cards have been made this month.
- In one year approximately 400 cards have been made. Expecting 500 next year.

End of Report.



## Facebook report June/ July 2015

June 17<sup>th</sup> Resident reported Human feces in the pool. Responded and resolved

June 17<sup>th</sup> Resident heard about feces in the pool. Responded and resolved.

June 29<sup>th</sup> Resident found utility knife at Dog park Play area. Resident took it home and CDD staff picked it up at resident's house. Knife was not owned by CDD staff or Davey staff.

July 1<sup>st</sup> Resident reported a gusher in front of 3368 Cat Brier. Resolved next day

July 2<sup>nd</sup> Resident reported shattered glass in front of the townhomes. This was a result of a car window repair done on parking area. CDD staff removed it right away.

July 2<sup>nd</sup> Resident had a concern on running irrigation during the day at green park play area. Situation resolved through Maxicomm.

July 3<sup>rd</sup> CDD staff found resident card at Swim Club. Resolved the same day.

July 3<sup>rd</sup> Resident reported people in the pool area at swim club at 9:55 PM. Situation resolved by CDD manager.

July 3<sup>rd</sup> Another situation of trespassers at Ashley Park pool. Situation resolved by CDD manager.

July 3<sup>rd</sup> Resident wanted to attend Boat class without deposit. Request resolved.

July 4<sup>th</sup> CDD encountered earlier that week Skateboarders at Stage area of Harmony Square vandalizing skate stoppers. Facebook post has been added. Situation pending through CDD Chairman.

July 5<sup>th</sup> Posted picture of new refurbished 20 ft pontoon. Many positive responses by residents.

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
6/12/2015	Eva Horner	9:00 - 11:00 AM			3	X							
6/12/2015	aamir ali	12:00 - 3:00 PM			7	X							
6/13/2015	Jennifer Krueger-Kirk	11:30 - 2:30 PM			5	X							
6/14/2015	Donald Rice	7:30 - 10:30 AM		X	2		X						
6/15/2015	Kimberly Rodriguez	9:00 - 12:00 PM	X		6		X						
6/15/2015	Kimberly Rodriguez	10:00 - 1:00 PM	X		6	X							
6/17/2015	Allistair Smith	7:30 - 10:30 AM			1			X					
6/17/2015	Donald Rice	7:30 - 10:30 AM			2		X						
6/17/2015	Mark Greetham	9:00 - 11:00 AM			6	X							
6/18/2015	Lester McNeely	7:30 - 10:30 AM			2		X						
6/19/2015	Dennis Chandler	8:00 - 11:00 AM			1			X					
6/19/2015	Jill Cline	2:30 - 5:00 PM			4	X							
6/20/2015	Kimberly Rodriguez	7:30 - 10:30 AM			2			X					
6/20/2015	Kimberly Rodriguez	7:30 - 10:30 AM			2		X						
6/20/2015	Anna Russell	8:00 - 11:00 AM			8	X							
6/20/2015	Anna Russell	8:00 - 11:00 AM			1							X	
6/20/2015	Amy Mcgaha	8:30 - 10:00 AM			2			X					
6/21/2015	Donald Rice	7:30 - 10:30 AM		X	2		X						
6/21/2015	Allistair Smith	10:00 - 1:00 PM		X	2	X							
6/22/2015	Duke Walker	9:00 - 11:00 AM	X		7	X							
6/22/2015	Duke Walker	9:00 - 11:00 AM	X		1							X	
6/22/2015	Duke Walker	9:00 - 11:00 AM	X		1							X	
6/22/2015	Terry Fader	12:00 - 3:00 PM	X		3	X							
6/24/2015	kristin kibbe	7:30 - 9:00 AM			3	X							
6/25/2015	Donald Rice	7:30 - 10:30 AM			2		X						
6/25/2015	Travis Cooper	8:00 - 10:00 AM			4	X							
6/25/2015	Travis Cooper	9:00 - 11:30 AM			3	X							
6/26/2015	jackie thomas	9:00 - 12:00 PM			3	X							
6/26/2015	Mark Greetham	9:00 - 11:00 AM			2						X		
6/26/2015	Mark Greetham	9:00 - 11:00 AM			2						X		
6/26/2015	Ieland Austin	10:00 - 2:00 PM			5		X						
6/26/2015	Mark Greetham	2:00 - 4:00 PM			6	X							
			9	10	233	26	16	7	0	0	6	18	
			Total Passengers: 233										
			Total Trips: 73										

Date	Resident	Time	M W Th	F S	Total Pass	20' Pont	16' Pont	18' Bass	14' Fish	Sail Boat	Canoe	Kayak	Comments
6/27/2015	Joe Brotzman	7:30 - 10:30 AM			6	X							
6/27/2015	Tanner Pollard	12:30 - 2:30 PM			4	X							
7/1/2015	Donald Rice	7:30 - 10:30 AM			3		X						
7/2/2015	Jim Bell	7:30 - 10:30 AM			1							X	
7/2/2015	Jim Bell	7:30 - 10:30 AM			1							X	
7/2/2015	Jim Bell	7:30 - 10:30 AM			1							X	
7/2/2015	Jim Bell	7:30 - 10:30 AM			1							X	
7/2/2015	Allistair Smith	10:00 - 1:00 PM			5	X							
7/2/2015	Kerul Kassel	10:30 - 11:30 AM			4		X						
7/3/2015	millie murray	7:30 - 10:30 AM			6	X							
7/3/2015	Ray Walls	7:30 - 10:30 AM			4		X						
7/4/2015	Shannon Smith	7:30 - 9:30 AM			1							X	
7/4/2015	Shannon Smith	7:30 - 9:30 AM			1							X	
7/4/2015	Shannon Smith	7:30 - 9:30 AM			1							X	
7/4/2015	Shannon Smith	7:30 - 9:30 AM			1							X	
7/4/2015	Shannon Smith	7:30 - 9:30 AM			1							X	
7/4/2015	Milba Lagares	9:00 - 12:00 PM			8	X							
7/4/2015	Peter Marshall	9:00 - 12:00 PM			2			X					
7/4/2015	Tanner Pollard	3:00 - 5:00 PM			6	X							
7/5/2015	Donald Rice	7:30 - 10:30 AM		X	2			X					
7/5/2015	Mario and Melanie Cabral	9:00 - 12:00 PM		X	8	X							
7/5/2015	Alberto Sosa	10:30 - 1:00 PM		X	2		X						
7/8/2015	Donald Rice	7:30 - 10:30 AM			3		X						
7/9/2015	Sean DeCoster	8:00 - 11:00 AM			4		X						
7/10/2015	Mark Catanese	4:00 - 5:00 PM			2						X		
7/11/2015	Tanner Pollard	9:30 - 11:00 AM			1							X	
7/11/2015	Tanner Pollard	9:30 - 11:00 AM			1							X	
7/11/2015	Tanner Pollard	9:30 - 11:00 AM			1							X	
7/11/2015	Samuel Flores	10:00 - 1:00 PM			2						X		
7/11/2015	Samuel Flores	10:00 - 1:00 PM			1							X	
7/11/2015	Eunice Sines	2:00 - 5:00 PM			8	X							
7/11/2015	Jill Cline	2:00 - 5:00 PM			4		X						
7/11/2015	Jill Cline	2:00 - 5:00 PM			1							X	
7/11/2015	Jill Cline	2:00 - 5:00 PM			2			X					
			9	10	233	26	16	7	0	0	6	18	
			Total Passengers: 233										
			Total Trips: 73										

Date	Resident	Time	M W Th	F S	Total Pass	20' Pont	16' Pont	18' Bass	14' Fish	Sail Boat	Canoe	Kayak	Comments
7/12/2015	Donald Rice	7:30 - 10:30 AM		X	3		X						
7/12/2015	Family Phelps	9:00 - 11:00 AM		X	2						X		
7/12/2015	Family Phelps	9:00 - 11:00 AM		X	2						X		
7/12/2015	Linda Allington	9:30 - 12:00 PM		X	6	X							
7/13/2015	Tanner Pollard	9:00 - 11:00 AM	X		6	X							
7/13/2015	Eunice Sines	1:00 - 4:00 PM	X		8	X							
7/13/2015	Giancarlo Ferrucho	3:00 - 5:00 PM	X		1							X	
			9	10	233	26	16	7	0	0	6	18	
			<b>Total Passengers: 233</b>										
			<b>Total Trips: 73</b>										

## **Ninth Order of Business**

**9A.**

## MEMORANDUM



**TO:** Board of Supervisors  
**FROM:** Tiziana Cessna, District Accountant  
**CC:** Gary Moyer, District Manager / Stephen Bloom, Accounting Manager  
**DATE:** July 14, 2015  
**SUBJECT:** June Financial Report

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Please find attached the June 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. In June, the District received a refund for a fraudulent FedEx invoice and a reimbursement of an OUC meter that was erroneously set up in the District's name. The District entered into an agreement to settle the services rendered by AllState Paving Inc. 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 June was approximately 87% of the annual budget, this includes;
  - ▶ Non Ad Valorem Assessments collections are at 100%.
  - ▶ Non Ad Valorm Assessments CDD collected are collected in monthly installments. As of June, the collection were at 75% of the annual budget.
  
- Total Expenditures through June were at 105% of the YTD budget and 72% of the annual budget. Unfavorable variance is mostly due to the streetlights, which were installed in February.
  - ▶ ProfServ-Engineering over budget due to engineering work for alley repaving project.
  - ▶ Printing and Binding - The fraud department of FedEx refunded an invoice that was used by another person.
  - ▶ ProfServ-Field Management - The District contracted an HR Company to lease employees for maintaining the District. Favorable variance due to less manpower needed.
  - ▶ 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. The developer reimbursed the District for a meter that was erroneously set up in the District's name.
  - ▶ 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 February. A budget amendment will be necessary at the end of the fiscal year to formally acknowledge the change.
  - ▶ R&M Roads & Alleyways - A settlement agreement and release was paid in July for the services rendered by AllState Paving Inc.



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

- Total Revenue through June were at a favorable 103% of the annual budget, due to prepayments from residents of their debt portion.
  - ▶ Non Ad Valorem Assessments collections are at 100%.
  - ▶ 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.
- Blended methodology with the Series 2004 and Series 2014 resulted in a transfer of \$56,011.
- 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 with the Series 2015 Bonds.

**HARMONY**  
**Community Development District**

*Financial Report*

*June 30, 2015*

**Prepared by**





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**Harmony  
Community Development District**

**Financial Statements**

**(Unaudited)**

**June 30, 2015**

**Balance Sheet**  
June 30, 2015

ACCOUNT DESCRIPTION	GENERAL FUND	2014 DEBT SERVICE FUND	2015 DEBT SERVICE FUND	2015 CAPITAL PROJECTS FUND	TOTAL
<b><u>ASSETS</u></b>					
Cash - Checking Account	\$ 387,640	\$ -	\$ -	\$ -	\$ 387,640
Due From Other Funds	-	-	1,691	-	1,691
Investments:					
Certificates of Deposit - 12 Months	100,400	-	-	-	100,400
Money Market Account	715,876	-	-	-	715,876
Construction Fund	-	-	-	200,009	200,009
Cost of Issuance Fund	-	-	-	1,901	1,901
Prepayment Account	-	68,012	-	-	68,012
Reserve Fund	-	607,313	340,000	-	947,313
Revenue Fund	-	449,307	13,135	-	462,442
<b>TOTAL ASSETS</b>	<b>\$ 1,203,916</b>	<b>\$ 1,124,632</b>	<b>\$ 354,826</b>	<b>\$ 201,910</b>	<b>\$ 2,885,284</b>
<b><u>LIABILITIES</u></b>					
Accounts Payable	\$ 86,699	\$ -	\$ -	\$ -	\$ 86,699
Accrued Expenses	54,050	-	-	-	54,050
Accrued Taxes Payable	245	-	-	-	245
Due To Other Funds	249	1,442	-	-	1,691
<b>TOTAL LIABILITIES</b>	<b>141,243</b>	<b>1,442</b>	<b>-</b>	<b>-</b>	<b>142,685</b>
<b><u>FUND BALANCES</u></b>					
<b>Restricted for:</b>					
Debt Service	-	1,123,190	354,826	-	1,478,016
Capital Projects	-	-	-	201,910	201,910
<b>Assigned to:</b>					
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
<b>Unassigned:</b>	309,215	-	-	-	309,215
<b>TOTAL FUND BALANCES</b>	<b>\$ 1,062,673</b>	<b>\$ 1,123,190</b>	<b>\$ 354,826</b>	<b>\$ 201,910</b>	<b>\$ 2,742,599</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 1,203,916</b>	<b>\$ 1,124,632</b>	<b>\$ 354,826</b>	<b>\$ 201,910</b>	<b>\$ 2,885,284</b>

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ 2,500	\$ 1,872	\$ 1,886	\$ 14
Soccer Fees	-	-	500	500
Interest - Tax Collector	-	-	50	50
Special Assmnts- Tax Collector	811,192	811,192	811,191	(1)
Special Assmnts- CDD Collected	975,837	731,878	731,878	-
Special Assmnts- Discounts	(32,448)	(32,448)	(21,930)	10,518
Sale of Surplus Equipment	-	-	50	50
Other Miscellaneous Revenues	-	-	235	235
Access Cards	-	-	1,295	1,295
<b>TOTAL REVENUES</b>	<b>1,757,081</b>	<b>1,512,494</b>	<b>1,525,155</b>	<b>12,661</b>

**EXPENDITURES**

**Administration**

P/R-Board of Supervisors	11,200	8,800	9,400	(600)
FICA Taxes	857	671	719	(48)
ProfServ-Arbitrage Rebate	1,200	1,200	1,200	-
ProfServ-Dissemination Agent	500	500	1,500	(1,000)
ProfServ-Engineering	5,000	3,753	4,201	(448)
ProfServ-Legal Services	30,000	22,500	29,048	(6,548)
ProfServ-Mgmt Consulting Serv	55,984	41,985	41,988	(3)
ProfServ-Property Appraiser	779	779	418	361
ProfServ-Special Assessment	11,822	11,822	11,822	-
ProfServ-Trustee Fees	11,462	11,462	9,727	1,735
Auditing Services	4,700	4,700	4,700	-
Postage and Freight	750	564	426	138
Rental - Meeting Room	-	-	500	(500)
Insurance - General Liability	27,534	27,534	25,512	2,022
Printing and Binding	2,500	1,872	1,704	168
Legal Advertising	500	377	561	(184)
Misc-Assessmnt Collection Cost	16,224	16,224	15,791	433
Misc-Contingency	500	377	50	327
Office Supplies	500	377	44	333
Annual District Filing Fee	175	175	175	-
<b>Total Administration</b>	<b>182,187</b>	<b>155,672</b>	<b>159,486</b>	<b>(3,814)</b>

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

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>VARIANCE (\$) FAV(UNFAV)</b>
<b>Field</b>				
ProfServ-Field Management	210,000	157,500	127,396	30,104
<b>Total Field</b>	<u>210,000</u>	<u>157,500</u>	<u>127,396</u>	<u>30,104</u>
<b>Landscape Services</b>				
R&M-Grounds	21,961	16,470	16,471	(1)
R&M-Irrigation	20,000	15,003	6,381	8,622
R&M-Tree Trimming Services	20,000	15,003	-	15,003
R&M-Trees and Trimming	20,286	15,215	15,214	1
R&M-Turf Care	259,866	194,900	194,900	-
R&M-Shrub Care	119,351	89,514	89,513	1
Miscellaneous Services	15,000	11,250	28,843	(17,593)
<b>Total Landscape Services</b>	<u>476,464</u>	<u>357,355</u>	<u>351,322</u>	<u>6,033</u>
<b>Utilities</b>				
Electricity - General	32,000	24,003	23,985	18
Electricity - Streetlighting	90,206	67,655	53,846	13,809
Utility - Water & Sewer	105,000	78,750	70,159	8,591
Lease - Street Light	296,909	222,681	222,681	-
Misc-Contingency	31,218	23,413	-	23,413
Cap Outlay - Streetlights	108,697	-	161,852	(161,852)
<b>Total Utilities</b>	<u>664,030</u>	<u>416,502</u>	<u>532,523</u>	<u>(116,021)</u>
<b>Operation &amp; Maintenance</b>				
Contracts-Lake and Wetland	20,000	15,003	11,772	3,231
Communication - Telephone	5,000	3,753	2,916	837
Utility - Refuse Removal	2,700	2,025	2,062	(37)
R&M-Pools	30,000	22,500	22,498	2
R&M-Roads & Alleyways	65,000	65,000	61,077	3,923
R&M-Sidewalks	5,000	3,753	3,924	(171)
R&M-Equipment Boats	7,500	5,625	2,987	2,638
R&M-Equipment Vehicles	7,500	5,625	3,232	2,393
R&M-Parks & Facilities	37,000	27,747	23,436	4,311
R&M-Hardscape Cleaning	5,000	5,000	-	5,000
Miscellaneous Services	-	-	1,225	(1,225)
Misc-Property Taxes	-	-	329	(329)
Misc-Access Cards&Equipment	5,000	3,753	505	3,248

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

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>VARIANCE (\$) FAV(UNFAV)</b>
Misc-Contingency	8,000	6,003	5,886	117
Misc-Security Enhancements	2,500	1,876	1,680	196
Cap Outlay - Other	15,000	-	-	-
Cap Outlay - Vehicles	9,200	9,200	5,147	4,053
<b>Total Operation &amp; Maintenance</b>	<b>224,400</b>	<b>176,863</b>	<b>148,676</b>	<b>28,187</b>
<b>TOTAL EXPENDITURES</b>	<b>1,757,081</b>	<b>1,263,892</b>	<b>1,319,403</b>	<b>(55,511)</b>
Excess (deficiency) of revenues Over (under) expenditures	-	248,602	205,752	(42,850)
Net change in fund balance	\$ -	\$ 248,602	\$ 205,752	\$ (42,850)
<b>FUND BALANCE, BEGINNING (OCT 1, 2014)</b>	<b>856,921</b>	<b>856,921</b>	<b>856,921</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 856,921</b>	<b>\$ 1,105,523</b>	<b>\$ 1,062,673</b>	

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

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>VARIANCE (\$) FAV(UNFAV)</b>
<b>REVENUES</b>				
Interest - Investments	\$ 100	\$ 76	\$ 309	\$ 233
Special Assmnts- Tax Collector	66,567	66,567	66,567	-
Special Assmnts- CDD Collected	1,099,420	1,099,420	1,099,420	-
Special Assmnts- Discounts	(2,663)	(2,663)	-	2,663
<b>TOTAL REVENUES</b>	<b>1,163,424</b>	<b>1,163,400</b>	<b>1,166,296</b>	<b>2,896</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessmnt Collection Cost	1,331	1,331	1,331	-
<b>Total Administration</b>	<b>1,331</b>	<b>1,331</b>	<b>1,331</b>	<b>-</b>
<b>Debt Service</b>				
Principal Debt Retirement	290,000	290,000	290,000	-
Principal Prepayments	-	-	5,000	(5,000)
Interest Expense	933,188	933,188	933,188	-
<b>Total Debt Service</b>	<b>1,223,188</b>	<b>1,223,188</b>	<b>1,228,188</b>	<b>(5,000)</b>
<b>TOTAL EXPENDITURES</b>	<b>1,224,519</b>	<b>1,224,519</b>	<b>1,229,519</b>	<b>(5,000)</b>
Excess (deficiency) of revenues Over (under) expenditures	(61,095)	(61,119)	(63,223)	(2,104)
<b>OTHER FINANCING SOURCES (USES)</b>				
Interfund Transfer - In	61,095	61,095	56,011	(5,084)
Operating Transfers-Out	-	-	(14,807)	(14,807)
Pymt to Escrow Acct-Refunding	-	-	(861,168)	(861,168)
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>61,095</b>	<b>61,095</b>	<b>(819,964)</b>	<b>(881,059)</b>
Net change in fund balance	\$ -	\$ (24)	\$ (883,187)	\$ (883,163)
<b>FUND BALANCE, BEGINNING (OCT 1, 2014)</b>	<b>883,187</b>	<b>883,187</b>	<b>883,187</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 883,187</b>	<b>\$ 883,163</b>	<b>\$ -</b>	

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ 100	\$ 76	\$ 58	\$ (18)
Special Assmnts- Tax Collector	1,080,894	1,080,894	1,065,433	(15,461)
Special Assmnts- Prepayment	-	-	102,018	102,018
Special Assmnts- CDD Collected	255,886	255,886	255,886	-
Special Assmnts- Discounts	(43,236)	(43,236)	(28,827)	14,409
<b>TOTAL REVENUES</b>	<b>1,293,644</b>	<b>1,293,620</b>	<b>1,394,568</b>	<b>100,948</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessmnt Collection Cost	21,618	21,618	20,726	892
<b>Total Administration</b>	<b>21,618</b>	<b>21,618</b>	<b>20,726</b>	<b>892</b>
<b>Debt Service</b>				
Principal Debt Retirement	260,000	260,000	260,000	-
Principal Prepayments	-	-	185,000	(185,000)
Interest Expense	597,819	597,819	597,819	-
<b>Total Debt Service</b>	<b>857,819</b>	<b>857,819</b>	<b>1,042,819</b>	<b>(185,000)</b>
<b>TOTAL EXPENDITURES</b>	<b>879,437</b>	<b>879,437</b>	<b>1,063,545</b>	<b>(184,108)</b>
Excess (deficiency) of revenues Over (under) expenditures	414,207	414,183	331,023	(83,160)
<b>OTHER FINANCING SOURCES (USES)</b>				
Operating Transfers-Out	(61,095)	(61,095)	(56,011)	5,084
Contribution to (Use of) Fund Balance	353,112	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>292,017</b>	<b>(61,095)</b>	<b>(56,011)</b>	<b>5,084</b>
Net change in fund balance	\$ 353,112	\$ 353,088	\$ 275,012	\$ (78,076)
<b>FUND BALANCE, BEGINNING (OCT 1, 2014)</b>	<b>848,178</b>	<b>848,178</b>	<b>848,178</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,201,290</b>	<b>\$ 1,201,266</b>	<b>\$ 1,123,190</b>	



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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ -	\$ -	\$ 16	\$ 16
<b>TOTAL REVENUES</b>	<b>-</b>	<b>-</b>	<b>16</b>	<b>16</b>
<b>EXPENDITURES</b>				
<b>Non-Operating</b>				
Underwriter	-	-	338,250	(338,250)
<b>Total Non-Operating</b>	<b>-</b>	<b>-</b>	<b>338,250</b>	<b>(338,250)</b>
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>338,250</b>	<b>(338,250)</b>
Excess (deficiency) of revenues Over (under) expenditures	-	-	(338,234)	(338,234)
<b>OTHER FINANCING SOURCES (USES)</b>				
Interfund Transfer - In	-	-	14,810	14,810
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)
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>693,060</b>	<b>693,060</b>
Net change in fund balance	\$ -	\$ -	\$ 354,826	\$ 354,826
<b>FUND BALANCE, BEGINNING (OCT 1, 2014)</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 354,826</b>	

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

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
<b>REVENUES</b>				
Interest - Investments	\$ -	\$ -	\$ 11	\$ 11
<b>TOTAL REVENUES</b>	<b>-</b>	<b>-</b>	<b>11</b>	<b>11</b>
<b>EXPENDITURES</b>				
<b>Debt Service</b>				
Cost of Issuance	-	-	143,229	(143,229)
<b>Total Debt Service</b>	<b>-</b>	<b>-</b>	<b>143,229</b>	<b>(143,229)</b>
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>143,229</b>	<b>(143,229)</b>
Excess (deficiency) of revenues Over (under) expenditures	-	-	(143,218)	(143,218)
<b>OTHER FINANCING SOURCES (USES)</b>				
Proceeds of Refunding Bonds	-	-	345,130	345,130
Operating Transfers-Out	-	-	(2)	(2)
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>345,128</b>	<b>345,128</b>
Net change in fund balance	\$ -	\$ -	\$ 201,910	\$ 201,910
<b>FUND BALANCE, BEGINNING (OCT 1, 2014)</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 201,910</b>	

**Harmony  
Community Development District**

Supporting Schedules

June 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
<b>ASSESSMENTS LEVIED FY 2015</b>						<b>(2)</b>	<b>(1)</b>
Allocation %					100%		
11/07/14	\$ 2,217	\$ 125	\$ 45	\$ 2,388	\$ 1,032	\$ -	\$ 1,356
11/21/14	86,220	3,666	1,760	91,645	39,596	-	52,049
12/08/14	867,561	36,886	17,705	922,152	398,426	-	523,726
12/23/14	232,805	9,005	4,751	246,562	106,530	-	140,032
01/09/15	96,296	3,039	1,965	101,300	43,768	-	57,532
02/09/15	29,103	657	594	30,354	13,115	-	17,239
03/06/15	19,609	241	400	20,250	8,749	-	11,501
04/07/15	351,396	43	7,171	358,611	154,942	-	203,669
04/07/15	66,416	-	1,355	67,771.18	1,204.57	66,567	-
05/08/15	43,012	(1,123)	878	42,767	18,478	-	24,289
06/08/15	22,056	(656)	450	21,851	9,441	-	12,410
06/18/15	37,894	(1,126)	773	37,541	15,910	-	21,631
<b>TOTAL</b>	<b>\$ 1,854,585</b>	<b>\$ 50,757</b>	<b>\$ 37,849</b>	<b>\$ 1,943,191</b>	<b>\$ 811,191</b>	<b>\$ 66,567</b>	<b>\$ 1,065,434</b>

Collected % 100% 100% 100%

Note (1) - Difference with budget is due to prepayments of Series 2014 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
<b>ASSESSMENTS LEVIED FY 2015</b>	\$ 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	-	-
05/31/15	81,320	81,320	-	-
06/30/15	81,320	81,320	-	-
<b>TOTAL</b>	<b>\$ 2,005,865</b>	<b>\$ 731,879</b>	<b>\$ 1,099,420</b>	<b>\$ 255,886</b>
<b>% COLLECTED</b>	<b>86%</b>	<b>75%</b>	<b>100%</b>	<b>100%</b>
<b>TOTAL OUTSTANDING</b>	<b>\$ 325,278</b>	<b>\$ 243,958</b>	<b>\$ -</b>	<b>\$ -</b>

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

**Cash and Investment Report**  
*June 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%	\$383,452
Checking Account	CenterState Bank	Business Checking Account	n/a	0.05%	\$4,188
				<b>Subtotal</b>	<b>\$387,640</b>
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%	\$8,990
Money Market Account	Stonegate Bank	Money Market Account	n/a	0.40%	\$353,890
Money Market Account	BankUnited	Money Market Account	n/a	0.35%	\$352,778
				<b>Subtotal</b>	<b>\$715,659</b>

**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 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$68,012
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%	\$449,307
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%	\$13,135
Series 2015 Construction Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$200,009
Series 2015 Cost of Issuance	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$1,901
				<b>Subtotal</b>	<b>\$1,679,677</b>
				<b>Total</b>	<b>\$2,883,375</b>

**Construction Report**  
**Series 2015 Bonds**

**Recap of Capital Project Fund Activity Through June 30, 2015**

<b>Source of Funds:</b>	<b>Amount</b>
Opening Balance in Construction Account	\$ 200,000
Opening Balance in Cost of Issuance account	145,130
Interest Earned	
Construction Account	\$ 9
Cost of Issuance Account	2
Reserve Account (transferred)	(2)
	<u>\$ 9</u>
<b>Total Source of Funds:</b>	<b><u>\$ 345,139</u></b>
<b>Use of Funds:</b>	
Disbursements:	
Cost of Issuance	\$ 143,229
Streetlights Buy Down	-
<b>Total Use of Funds:</b>	<b><u>\$ 143,229</u></b>
<b>Available Balance in Construction Account at June 30, 2015</b>	<b><u>\$ 201,910</u></b>

## Construction Schedule Series 2015

Date	Payee	Req #	Total Amount	Streetlight Buy Down	Cost of Issuance
4/28/2015	CAUSEY DEMGEN & MOORE P.C.		\$ 1,800		\$ 1,800
4/28/2015	GRAY ROBINSON		35,000		35,000
4/28/2015	HOLLAND & KNIGHT LLP		5,250		5,250
4/28/2015	YOUNG VAN ASSENDERP, P.A.		35,000		35,000
4/28/2015	US BANK ESCROW FEE		500		500
4/28/2015	US BANK ACCEPTANCE/TRUSTEE FEE		7,115		7,115
4/28/2015	DIGITAL ASSURANCE		2,500		2,500
5/11/2015	SEVERN TRENT SERVICES		12,500		12,500
5/11/2015	IMAGE MASTER LLC		1,250		1,250
6/1/2015	BOYD CIVIL ENGINEERING		1,314		1,314
6/25/2015	AKERMAN LLP		41,000		41,000
<b>TOTAL</b>			\$ 143,229	\$ -	\$ 143,229



**9B.**

**HARMONY**  
**Community Development District**

**Check Register**

**June 1 - June 30, 2015**

**Harmony  
Community Development District**

**Check Register by Fund  
For the Period from 6/1/15 to 6/30/15  
(Sorted by Check No.)**

Fund No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount
<b>GENERAL FUND - 001</b>							
<b>CHECK # 53807</b>							
001	06/04/15	AQUASOL COMMERCIAL CHEMICAL, INC	10333427	Water Mgmt Base Rate x Seasonal Multiplier	R&M-Pools	546074-53910	\$750.00
<b>Check Total</b>							<b>\$750.00</b>
<b>CHECK # 53808</b>							
001	06/04/15	BIO-TECH CONSULTING INC	136183	Maintenance - Ponds March 2015	Contracts-Lake and Wetland	534021-53910	\$1,308.00
<b>Check Total</b>							<b>\$1,308.00</b>
<b>CHECK # 53810</b>							
001	06/04/15	GRAU & ASSOCIATES	12818	Audit for FY ended 9/30/14	Auditing Services	532002-51301	\$3,200.00
<b>Check Total</b>							<b>\$3,200.00</b>
<b>CHECK # 53811</b>							
001	06/04/15	KINCAID INC	1148	Holding Tank - March 2015	Miscellaneous Services	549001-53910	\$125.00
<b>Check Total</b>							<b>\$125.00</b>
<b>CHECK # 53812</b>							
001	06/04/15	PLAYCORE WISCONSIN INC.	PJI-0010273	Chain Net, Fire engine panel, Steering Wheel etc.	R&M-Parks & Amenities	546135-53910	\$1,123.00
<b>Check Total</b>							<b>\$1,123.00</b>
<b>CHECK # 53813</b>							
001	06/04/15	POOLWORKS	109235	Repairs to Wading Pool	R&M-Pools	546074-53910	\$426.00
<b>Check Total</b>							<b>\$426.00</b>
<b>CHECK # 53814</b>							
001	06/04/15	SEVERN TRENT ENVIRONMENTAL SERVICES	STES 2078701	April 2015 Management Fees	ProfServ-Mgmt Consulting Serv	531027-51201	\$4,665.33
001	06/04/15	SEVERN TRENT ENVIRONMENTAL SERVICES	STES 2078701	April 2015 Management Fees	Postage and Freight	541006-51301	\$14.63
001	06/04/15	SEVERN TRENT ENVIRONMENTAL SERVICES	STES 2078701	April 2015 Management Fees	Printing and Binding	547001-51301	\$175.40
001	06/04/15	SEVERN TRENT ENVIRONMENTAL SERVICES	STES 2078701	April 2015 Management Fees	Office Supplies	551002-51301	\$5.50
<b>Check Total</b>							<b>\$4,860.86</b>
<b>CHECK # 53815</b>							
001	06/04/15	THE DAVEY TREE EXPERT COMPANY	908773430	Landscape Maintenance - April 2015	R&M-Shrub Care	546131-53902	\$9,945.88
001	06/04/15	THE DAVEY TREE EXPERT COMPANY	908773430	Landscape Maintenance - April 2015	R&M-Turf Care	546130-53902	\$21,655.50
001	06/04/15	THE DAVEY TREE EXPERT COMPANY	908773430	Landscape Maintenance - April 2015	R&M-Trees and Trimming	546099-53902	\$1,690.48
001	06/04/15	THE DAVEY TREE EXPERT COMPANY	908773430	Landscape Maintenance - April 2015	R&M-Grounds	546037-53902	\$1,830.14
001	06/04/15	THE DAVEY TREE EXPERT COMPANY	908874666	Install 2 Fringe Tree	Miscellaneous Services	549001-53902	\$180.00
001	06/04/15	THE DAVEY TREE EXPERT COMPANY	908874686	Install sod; floritam; sq. ft.	Miscellaneous Services	549001-53902	\$1,280.00
001	06/04/15	THE DAVEY TREE EXPERT COMPANY	908874687	Install 100 Society Garlic - 1 gal.	Miscellaneous Services	549001-53902	\$490.00
001	06/04/15	THE DAVEY TREE EXPERT COMPANY	908874665	Install 1200 St. Augustine - Sod Floritam; sq. ft.	Miscellaneous Services	549001-53902	\$768.00

Prepared by:

Sewern Trent Management Services

Report Date 7/13/2015

**Harmony  
Community Development District**

**Check Register by Fund  
For the Period from 6/1/15 to 6/30/15  
(Sorted by Check No.)**

Fund No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount
001	06/04/15	THE DAVEY TREE EXPERT COMPANY	9086773377	Landscape Maintenance - March 2015	R&M-Shrub Care	546131-53902	\$9,945.88
001	06/04/15	THE DAVEY TREE EXPERT COMPANY	9086773377	Landscape Maintenance - March 2015	R&M-Turf Care	546130-53902	\$21,655.50
001	06/04/15	THE DAVEY TREE EXPERT COMPANY	9086773377	Landscape Maintenance - March 2015	R&M-Trees and Trimming	546099-53902	\$1,690.48
001	06/04/15	THE DAVEY TREE EXPERT COMPANY	9086773377	Landscape Maintenance - March 2015	R&M-Grounds	546037-53902	\$1,830.14
001	06/04/15	THE DAVEY TREE EXPERT COMPANY	908880674	Landscape Maintenance - May 2015	R&M-Shrub Care	546131-53902	\$9,945.88
001	06/04/15	THE DAVEY TREE EXPERT COMPANY	908880674	Landscape Maintenance - May 2015	R&M-Turf Care	546130-53902	\$21,655.50
001	06/04/15	THE DAVEY TREE EXPERT COMPANY	908880674	Landscape Maintenance - May 2015	R&M-Trees and Trimming	546099-53902	\$1,690.48
001	06/04/15	THE DAVEY TREE EXPERT COMPANY	908880674	Landscape Maintenance - May 2015	R&M-Grounds	546037-53902	\$1,830.14
001	06/04/15	THE DAVEY TREE EXPERT COMPANY	908874667	Install Fringe Tree/Gold Mound/Dwf Fakahatchee etc	Miscellaneous Services	549001-53902	\$5,500.00
001	06/04/15	THE DAVEY TREE EXPERT COMPANY	908874688	Install Maple & Shumard	Miscellaneous Services	549001-53902	\$2,344.00
<b>Check Total</b>							<b>\$115,928.00</b>
<b>CHECK # 53816</b>							
001	06/04/15	YOUNG VAN ASSENDERP, P.A.	13905	Legal Fees - March 2015	ProfServ-Legal Services	531023-51401	\$5,157.50
<b>Check Total</b>							<b>\$5,157.50</b>
<b>CHECK # 53817</b>							
001	06/08/15	BRIGHT HOUSE NETWORKS	028483501052215	#0050284835-01 5/28-6/27	Misc-Security Enhancements	549911-53910	\$49.95
<b>Check Total</b>							<b>\$49.95</b>
<b>CHECK # 53818</b>							
001	06/08/15	FEDEX	5-044-35795	0012-7 5/21/15	Postage and Freight	541006-51301	\$10.87
<b>Check Total</b>							<b>\$10.87</b>
<b>CHECK # 53819</b>							
001	06/08/15	HARMONY GOLF PRESERVE	06032015	Banquet 6/26/15 - Room Package	Rental - Meeting Room	544004-51301	\$125.00
<b>Check Total</b>							<b>\$125.00</b>
<b>CHECK # 53820</b>							
001	06/08/15	PROGRESSIVE WASTE SOLUTIONS OF FL INC	0000955851	#0060-126957 June 2015	Utility - Refuse Removal	543020-53910	\$245.37
<b>Check Total</b>							<b>\$245.37</b>
<b>CHECK # 53821</b>							
001	06/08/15	SPRINT	244553043-022	#244553043 4/26/15-5/25/15	Communication - Telephone	541003-53910	\$402.57
<b>Check Total</b>							<b>\$402.57</b>
<b>CHECK # 53822</b>							
001	06/11/15	ADVANCED MARINE SERVICES	73295	ANNUAL SVC-MIROCRAFT 16	R&M-Equipment	546022-53910	\$788.22
<b>Check Total</b>							<b>\$788.22</b>
<b>CHECK # 53823</b>							
001	06/19/15	BRIGHT HOUSE NETWORKS	028483401060115	#0050284834-01 6/06-7/05	Misc-Security Enhancements	549911-53910	\$49.23
<b>Check Total</b>							<b>\$49.23</b>

**Harmony**  
**Community Development District**

**Check Register by Fund**  
**For the Period from 6/1/15 to 6/30/15**  
**(Sorted by Check No.)**

Fund No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount
<b>CHECK # 53824</b>							
001	06/22/15	FEDEX	5-065-72235	0012-7 6/5/15	Postage and Freight	541006-51301	\$9.58
<b>Check Total</b>							<b>\$9.58</b>
<b>CHECK # 53828</b>							
001	06/22/15	HOME DEPOT CREDIT SERVICES	8563635	Threshold	R&M-Pools	546074-53910	\$37.85
001	06/22/15	HOME DEPOT CREDIT SERVICES	6593265	Strainers & Fittings	R&M-Pools	546074-53910	\$86.44
001	06/22/15	HOME DEPOT CREDIT SERVICES	2050854	Supplies	R&M-Pools	546074-53910	\$88.05
001	06/22/15	HOME DEPOT CREDIT SERVICES	8974750	Paint supplies	R&M-Parks & Facilities	546225-53910	\$203.14
001	06/22/15	HOME DEPOT CREDIT SERVICES	04242015	Paint supplies	R&M-Parks & Facilities	546225-53910	\$61.45
001	06/22/15	HOME DEPOT CREDIT SERVICES	6560007	3/4 Adapts	R&M-Parks & Facilities	546225-53910	\$13.00
001	06/22/15	HOME DEPOT CREDIT SERVICES	3594722	Clear acrylic sheet & Plastic sheet cutter	R&M-Parks & Facilities	546225-53910	\$41.48
001	06/22/15	HOME DEPOT CREDIT SERVICES	8560489	Wrench, Heavy duty pipe, & Hose bib	R&M-Parks & Facilities	546225-53910	\$27.96
001	06/22/15	HOME DEPOT CREDIT SERVICES	9051641	Spike & Post hole digger	R&M-Parks & Facilities	546225-53910	\$58.17
001	06/22/15	HOME DEPOT CREDIT SERVICES	CM2080872	Credit - Strainers & Fittings	R&M-Pools	546074-53910	(\$86.44)
001	06/22/15	HOME DEPOT CREDIT SERVICES	CM208072	Credit - Tile, Flex Bond, & 25LB GRT9	R&M-Pools	546074-53910	(\$356.94)
001	06/22/15	HOME DEPOT CREDIT SERVICES	CM2092249	Credit - CVBS ADH	R&M-Pools	546074-53910	(\$12.84)
<b>Check Total</b>							<b>\$161.32</b>
<b>CHECK # 53829</b>							
001	06/22/15	NORTH SOUTH SUPPLY, INC.	2170628	Rainbird 5004 plus rotor pc w/shutoff	R&M-Irrigation	546041-53902	\$264.00
001	06/22/15	NORTH SOUTH SUPPLY, INC.	2173436	Rainbird, PVC Fittings, Cement & Primer	R&M-Irrigation	546041-53902	\$312.22
<b>Check Total</b>							<b>\$576.22</b>
<b>CHECK # 53831</b>							
001	06/29/15	A-Z BACKFLOW INC.	15-406	Replaced 1" Wilkins Model 975XL Backflow Preventer	R&M-Parks & Amenities	546135-53910	\$350.00
001	06/29/15	A-Z BACKFLOW INC.	15-385	Tested backflow preventer	R&M-Parks & Amenities	546135-53910	\$300.00
<b>Check Total</b>							<b>\$650.00</b>
<b>CHECK # 53832</b>							
001	06/29/15	ADVANCED MARINE SERVICES	74602	Switch AY, Start	R&M-Equipment Boats	546223-53910	\$61.06
001	06/29/15	ADVANCED MARINE SERVICES	74925	Interstate Deep Cycle & Circuit Breaker 50 AM	R&M-Equipment Boats	546223-53910	\$505.72
001	06/29/15	ADVANCED MARINE SERVICES	74995	SW AY, Stop/Cutoff	R&M-Equipment Boats	546223-53910	\$58.49
<b>Check Total</b>							<b>\$625.27</b>
<b>CHECK # 53833</b>							
001	06/29/15	AQUASOL COMMERCIAL CHEMICAL, INC	10334402	Water Mgmt Base Rate x Seasonal Multiplier	R&M-Pools	546074-53910	\$750.00
<b>Check Total</b>							<b>\$750.00</b>

**Harmony  
Community Development District**

**Check Register by Fund  
For the Period from 6/1/15 to 6/30/15  
(Sorted by Check No.)**

Fund No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount
<b>CHECK # 53834</b>							
001	06/29/15	KINCAID INC	1234	Holding Tank - April 2015	Miscellaneous Services	549001-53910	\$125.00
<b>Check Total</b>							<b>\$125.00</b>
<b>CHECK # 53835</b>							
001	06/29/15	SEVERN TRENT ENVIRONMENTAL SERVICES	STES 2079174	May 2015 Management Fees	ProfServ-Mgmt Consulting Serv	531027-51201	\$4,665.33
001	06/29/15	SEVERN TRENT ENVIRONMENTAL SERVICES	STES 2079174	May 2015 Management Fees	Postage and Freight	541006-51301	\$9.60
001	06/29/15	SEVERN TRENT ENVIRONMENTAL SERVICES	STES 2079174	May 2015 Management Fees	Printing and Binding	547001-51301	\$375.60
<b>Check Total</b>							<b>\$5,050.53</b>
<b>CHECK # 53836</b>							
001	06/29/15	SUN PUBLICATIONS DBA	00150254	Legal Ad - Harmony Public Bid 5/18/15	Legal Advertising	548002-51301	\$41.12
<b>Check Total</b>							<b>\$41.12</b>
<b>CHECK # 53837</b>							
001	06/29/15	YOUNG VAN ASSENDERP, P.A.	13961	General Counsel - April 2015	ProfServ-Legal Services	531023-51401	\$5,079.70
<b>Check Total</b>							<b>\$5,079.70</b>
<b>CHECK # 53846</b>							
001	06/30/15	BRIGHT HOUSE NETWORKS	028483501062215	#0050284835-01 6/28-7/27	Misc-Security Enhancements	549911-53910	\$116.40
<b>Check Total</b>							<b>\$116.40</b>
<b>CHECK # 53847</b>							
001	06/30/15	FEDEX	5-073-11052	0012-7 6/18/15	Postage and Freight	541006-51301	\$19.70
001	06/30/15	FEDEX	5-058-21964	0012-7 5/29/15	Postage and Freight	541006-51301	\$19.06
<b>Check Total</b>							<b>\$38.76</b>
<b>CHECK # 53848</b>							
001	06/30/15	FLORIDA BLUE	71722095	#B7539001 thru July 2015	ProfServ-Field Management	531016-53901	\$2,573.39
<b>Check Total</b>							<b>\$2,573.39</b>
<b>CHECK # 53849</b>							
001	06/30/15	HARMONY CENTRAL	06222015	Funding Request #37 for Harmony Central CDD	Due To Other Gov'tl Units	208000	\$25.08
<b>Check Total</b>							<b>\$25.08</b>
<b>CHECK # 53850</b>							
001	06/30/15	ORLANDO SENTINEL	OSC0346255	Orlando Sentinel Classified Listings - 4/8/15	Legal Advertising	548002-51301	\$162.50
001	06/30/15	ORLANDO SENTINEL	001977351	Classified Listings "Sailboat" - 5/10/15	Legal Advertising	548002-51301	\$181.25
<b>Check Total</b>							<b>\$343.75</b>
<b>CHECK # 53851</b>							
001	06/30/15	PLIC-SBD GRAND ISLAND	061715-10001	#1046947-10001 7/1-7/31	ProfServ-Field Management	531016-53901	\$139.39
<b>Check Total</b>							<b>\$139.39</b>

**Harmony  
Community Development District**

**Check Register by Fund  
For the Period from 6/1/15 to 6/30/15  
(Sorted by Check No.)**

Fund No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount
<b>CHECK # 53838</b>							
001	06/30/15	MARK W. LEMENAGER	PAYROLL	June 30, 2015 Payroll Posting			\$184.70
<b>Check Total</b>							<u>\$184.70</u>
<b>CHECK # 53839</b>							
001	06/30/15	STEVEN P. BERUBE	PAYROLL	June 30, 2015 Payroll Posting			\$184.70
<b>Check Total</b>							<u>\$184.70</u>
<b>CHECK # 53840</b>							
001	06/30/15	RAYMOND D. WALLS, III	PAYROLL	June 30, 2015 Payroll Posting			\$184.70
<b>Check Total</b>							<u>\$184.70</u>
<b>CHECK # 53841</b>							
001	06/30/15	DAVID L. FARNSWORTH	PAYROLL	June 30, 2015 Payroll Posting			\$184.70
<b>Check Total</b>							<u>\$184.70</u>
<b>CHECK # 53842</b>							
001	06/30/15	MARK W. LEMENAGER	PAYROLL	June 30, 2015 Payroll Posting			\$184.70
<b>Check Total</b>							<u>\$184.70</u>
<b>CHECK # 53843</b>							
001	06/30/15	STEVEN P. BERUBE	PAYROLL	June 30, 2015 Payroll Posting			\$184.70
<b>Check Total</b>							<u>\$184.70</u>
<b>CHECK # 53844</b>							
001	06/30/15	RAYMOND D. WALLS, III	PAYROLL	June 30, 2015 Payroll Posting			\$184.70
<b>Check Total</b>							<u>\$184.70</u>
<b>CHECK # 53845</b>							
001	06/30/15	DAVID L. FARNSWORTH	PAYROLL	June 30, 2015 Payroll Posting			\$184.70
<b>Check Total</b>							<u>\$184.70</u>
<b>Fund Total</b>							<u><b>\$152,332.68</b></u>

**2014 DEBT SERVICE FUND - 203**

<b>CHECK # 53825</b>							
203	06/22/15	HARMONY CDD C/O U.S. BANK	06182015	Transfer of FY2015 Assessments	Due From Other Funds	131000	\$26,941.23
<b>Check Total</b>							<u>\$26,941.23</u>
<b>Fund Total</b>							<u><b>\$26,941.23</b></u>

**Harmony  
Community Development District**

Check Register by Fund  
For the Period from 6/1/15 to 6/30/15  
(Sorted by Check No.)

Fund No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount
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**2015 DEBT SERVICE FUND - 204**

**CHECK # 53826**

204	06/22/15	HARMONY CDD C/O U.S. BANK	01092015B	Transfer of FY2015 Assessments	Due From Other Funds	131000	\$2,551.79
<b>Check Total</b>							<u>\$2,551.79</u>
<b>Fund Total</b>							<u><b>\$2,551.79</b></u>

<b>Total Checks Paid</b>	<b>\$181,825.70</b>
--------------------------	---------------------



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

Date	Vendor	Description	Amount
6/1/2015	Sunoco	Fuel	47.51
6/2/2015	Amazon	Ball Chain Spool Aluminum	24.95
		Live Animal Professional Style One Door Raccoon , Groundhog, Opossum an Stray Cat Cage Trap	94.84
		36-inch Nifty Nabber Pick-Up Tool with Aluminum Handle	19.97
		Ball Chain Spool Aluminum	5.95
		Scotch Value Desktop Tape Dispenser	5.19
		Sales Tax	8.40
6/3/2015	Amazon	Refund Sales Tax	(8.40)
6/3/2015	My Florida EHPermit.com	Ashley Park permit	331.50
6/5/2015	My Florida EHPermit.com	Wading and Water feature permit	408.00
6/3/2015	My Florida EHPermit.com	Swimmingpool permit	331.50
6/4/2015	Amazon	36-inch Pontoon Bench Seat Cushion	145.99
6/4/2015	Amazon	36-inch Pontoon Bench Seat Cushion	145.99
6/4/2015	Amazon	36-inch Pontoon Bench Seat Cushion	145.99
6/4/2015	Amazon	Pontoon Captains Bucket Seat	209.99
6/4/2015	Amazon	Grill Face Plate with Lens	22.00
		Attwood Boat Seat Swivel	9.70
6/5/2015	Amazon	Refund Lorez Wireless digital security camera	(101.60)
6/4/2015	Amazon	72-inch Carpet Trim Extra Wide Fluted	20.21
6/4/2015	Amazon	72-inch Carpet Trim Extra Wide Fluted	20.21
6/4/2015	Amazon	72-inch Carpet Trim Extra Wide Fluted	20.21
6/4/2015	Amazon	72-inch Carpet Trim Extra Wide Fluted	20.21
6/5/2015	Amazon	Wise Boat Seats Radius Right/Left Side Pantoon	488.45
6/8/2015	Sunoco	Fuel	43.82
6/8/2015	Partzilla.com	Bushing Rubber	22.21
6/8/2015	Amazon	Professional megaphone/Bullhorn with Siren	16.87
6/8/2015	Amazon	3 - Nylon Faceplate, Wall Plate 2 LED Power Indicators	38.97
6/9/2015	APLES iTunes	20 GB Storage Plan	0.99
6/11/2015	Amazon	Institutional Trash Can Liner	79.98
6/11/2015	Amazon	Bath Tissue	41.46
6/11/2015	Amazon	Bath Tissue	41.46
6/11/2015	Amazon	Stainless Steel Cleaner Aerosol Spray	15.92
		Duracell Alkaline Battery	14.25
6/11/2015	Amazon	Liquid Pool Water Test Kit	26.95
		Sales Tax	1.89
6/11/2015	Amazon	Test Tube for ColorQ	3.99
6/15/2015	Sunoco	Fuel	45.84
6/15/2015	Home Depot	Glidden P I&E Gls Gray Gal	26.98
6/15/2015	Craigslist	Posting for Staff	25.00
6/16/2015	Webcom IT Solutions	Web Solution	90.00
6/17/2015	Handyman Hardware	Fasteners	26.59
6/17/2015	Harmony Town Swaure	Water for staff	12.21
6/18/2015	Amazon	Sentry Station for Roll Bags	417.98
6/18/2015	Amazon	Pet Waste Can	208.49
6/18/2015	Amazon	Swimming Pool Aluminum Pole Hanger Set	10.90
		Portable and Foldable Rotating Articulating Metal Desk Stand	24.99
6/23/2015	Amazon	Rothco Safety Green Reflective Rain Jacket	34.81
6/23/2015	Amazon	4 Pre-made All-in-One BNC Video and Power Extension Bable with Connector for CCTV Security Camera	60.00
		3 25 feet Power Extension Cord Havy Duty Outdoor Jacket	50.97
		3-Foot Power Extension Cord Cable	5.93
		2 Video Secu CCTV Home Surveillance Outdoor IR Bullet Security Cameras	49.98
6/23/2015	Amazon	Loxex LW2110 wireless digital Security Cameras	101.66
6/29/2015	Amazon	Female to Female Coupler adapters returned	(101.66)
6/23/2015	Amazon	Female to Female Coupler adapters	2.23
6/26/2015	Sunoco	Fuel	48.44

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

<b>Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
6/29/2015	Advance Auto Parts	Battery and Core Magna Power	135.99
		Sales Tax	9.52
6/25/2015	Harmony Town Swaure	Propane Fuel	15.27
		Water for staff	21.54
		Sales Tax	1.07
6/30/2015	Amazon	2 Pre-made All-in-One BNC Video and Power Extension Bable with Connector for CCTV Security Camera Return	(48.96)
6/30/2015	Amazon	Anran CCTV Weatherproof Hight resolutio 700TVL Effio-E Sony	69.00
6/30/2015	Amazon	72-inch Carpet Trim Extra Wide Fluted	20.21
6/30/2015	Amazon	6-Outlet Home/Office Surge Protector	8.40
		Set male&Female Heavy duty 3-wire Replacement Electrical Pulgs	7.19
6/30/2015	Amazon	15 amp black Rubber Plug Gorunded	3.98
<b>Total</b>			<b>4,150.07</b>

**G/L Coding**

R&M - Equipment Boats	546223.53910.5000	\$ 1,358.45
R&M - Parks & Facilities	546225.53910.5000	\$ 1,044.61
R&M - Equipment Vehicles	546224.53910.5000	\$ 167.72
R&M - Pools	546074.53910.5000	\$ 1,350.76
R&M - Contingency	549900.53910.5000	\$ 140.98
Misc.-Access Cards&Equipment	549149.53910.5000	\$ -
MISC-Security Enhancement	549911.53910.5000	\$ 87.55
		<u>\$ 4,150.07</u>



Sunoco  
6990 E Irlo Bronson  
St. Cloud Florida 34

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

Trans #: 377066  
Grade: Regular (87)  
Pump Number: 89  
Gallons: 19.164  
Price: \$2.479  
Total Fuel: \$47.51  
Total Sale: \$47.51

Term: JD12417328001

Appr: 001373

Seq#: 029433

MasterCard  
XXXXXXXXXXXX[REDACTED]

05/30/2015 14:44:35  
Thank You For  
Shopping Sunoco

*Approved G v/d Snel 06/01/2015*

**Details for Order #104-6688786-1781020**Print this page for your records.**Order Placed:** June 1, 2015**Amazon.com order number:** 104-6688786-1781020**Order Total: \$159.30****Not Yet Shipped****Items Ordered****Price**1 of: *Ball Chain #3 Spool Aluminum 100 Feet*

\$24.95

Sold by: Ball Chain Manufacturing Co., Inc. ([seller profile](#))

Condition: New

Brand new, made in USA by Ball Chain Manufacturing in Mount ... [see more](#)2 of: *Havahart 1079 Live Animal Professional-Style One-Door Raccoon, Groundhog, Opossum, and Stray Cat Cage Trap*

\$47.42

Sold by: Amazon.com LLC

Condition: New

1 of: *Unger 92134 36-Inch Nifty Nabber Pick-Up Tool with Aluminum Handle*

\$19.97

Sold by: Amazon.com LLC

Condition: New

1 of: *Ball Chain #3 Connectors Aluminum 100 Count*

\$5.95

Sold by: Ball Chain Manufacturing Co., Inc. ([seller profile](#))

Condition: New

Factory Direct and Manufactured in the USA

1 of: *Scotch Value Desktop Tape Dispenser, 1 Inch Core, Two Tone Black (C60-BK)*

\$5.19

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

**Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**Debit Card | Last digits: XXXXXXXX

Item(s) Subtotal: \$150.90

Shipping &amp; Handling: \$0.00

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD

210 N UNIVERSITY DR STE 702

CORAL SPRINGS, FL 33071-7320

Total before tax: \$150.90

Estimated tax to be collected: \$8.40

*1 of 1* Approved G v/d Snel 06/01/2015

United States

**Grand Total: \$159.30**

To view the status of your order, return to Order Summary.

**Please note:** This is not a VAT invoice.

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Approved G v/d Snel 06/01/2015

2067



Gerhard Van der snel <gerhardharmony@gmail.com>

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**Refund on order 104-6688786-1781020**

1 message

---

**Amazon.com** <payments-messages@amazon.com>  
To: Gerhard Van der Snel <gerhardharmony@gmail.com>

Tue, Jun 2, 2015 at 4:46 PM

Hello,

We're writing to let you know we processed your refund of \$8.40 for your Order 104-6688786-1781020.

This refund is for the following item(s):

Item: Scotch Value Desktop Tape Dispenser, 1 Inch Core, Two Tone Black (C60-BK)

Quantity: 1

ASIN: B0006HVL8C

Reason for refund: Account adjustment

Here's the breakdown of your refund for this item:

Item Tax Refund: \$0.36

Item: Havahart 1079 Live Animal Professional-Style One-Door Raccoon, Groundhog, Opossum, and Stray Cat Cage Trap

Quantity: 2

ASIN: B00004RAMT

Reason for refund: Account adjustment

Here's the breakdown of your refund for this item:

Item Tax Refund: \$6.64

Item: Ball Chain #3 Spool Aluminum 100 Feet

Quantity: 1

ASIN: B005FM92HK

Reason for refund: Account adjustment

*Approved G v/d Snel 06/03/2015*

Here's the breakdown of your refund for this item:

Item: Unger 92134 36-Inch Nifty Nabber Pick-Up Tool with Aluminum Handle

Quantity: 1

ASIN: B0000V0AGS

Reason for refund: Account adjustment

Here's the breakdown of your refund for this item:


Item Tax Refund: \$1.40

We'll apply your refund to the following payment method(s):

Debit Card [expiring on 8/2017]: \$8.40

We've processed a refund for the above order in the amount of \$8.40. The refund should appear on your

Welcome Gerhard! [Log Out](#)

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HOME > SHOPPING CART > READ ONLY SHOPPING CART > PAYMENT CONFIRMATION

### Payment Confirmation

Your confirmation number is : **TRIF4481**

Thank you for using the online permitting system. We successfully processed your payment. You may print this page for your records.


Total Paid : 331.50

Approved G v/d Snel 06/03/2015





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Ashley Park

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 You have successfully made this payment.


**Payment Confirmation**Your confirmation number is : **611X5PDK**

Thank you for using the online permitting system. We successfully processed your payment. You may print this page for your records.

Total Paid : \$408.00





*Wading and Water feature*[Need Help?](#)*Approved G v/d Snel 06/03/2015*

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HOME > SHOPPING CART > READ ONLY SHOPPING CART > PAYMENT CONFIRMATION

 You have successfully made this payment.

### Payment Confirmation

Your confirmation number is : **60MVDN30**


Thank you for using the online permitting system. We successfully processed your payment. You may print this page for your records.

Total Paid : \$331.50

*Swimming pool*

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*Approved G v/d Snel 06/03/2015*

amazon.com

**Final Details for Order #109-4461944-2629026**Print this page for your records.**Order Placed:** June 3, 2015**Amazon.com order number:** 109-4461944-2629026**Order Total:** \$437.97**Shipped on June 13, 2015****Items Ordered**

1 of: *Wise 36-Inch Pontoon Bench Seat Cushion (Base Required to Complete), White-Navy-Blue*  
Sold by: Amazon.com LLC

**Price**

\$145.99

Condition: New

**Shipping Address:**

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

Item(s) Subtotal: \$145.99

Shipping &amp; Handling: \$0.00

Total before tax: \$145.99

Sales Tax: \$0.00

**Shipping Speed:**

Standard Shipping

**Total for This Shipment: \$145.99****Shipped on June 13, 2015**

Boats

**Items Ordered**

1 of: *Wise 36-Inch Pontoon Bench Seat Cushion (Base Required to Complete), White-Navy-Blue*  
Sold by: Amazon.com LLC

**Price**

\$145.99

Condition: New

**Shipping Address:**

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

Item(s) Subtotal: \$145.99

Shipping &amp; Handling: \$0.00

Total before tax: \$145.99

Sales Tax: \$0.00

**Shipping Speed:**

Standard Shipping

**Total for This Shipment: \$145.99****Shipped on June 13, 2015**

Boats

Approved G v/d Snel 06/19/2015

**Items Ordered**

1 of: *Wise 36-Inch Pontoon Bench Seat Cushion (Base Required to Complete), White-Navy-Blue*  
Sold by: Amazon.com LLC

**Price**

\$145.99

Condition: New

**Shipping Address:**

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

Item(s) Subtotal: \$145.99  
Shipping & Handling: \$0.00

Total before tax: \$145.99  
Sales Tax: \$0.00

**Total for This Shipment: \$145.99****Shipping Speed:**

Standard Shipping

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

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$437.97  
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: \$437.97  
Estimated tax to be collected: \$0.00

**Grand Total: \$437.97****Credit Card transactions**

MasterCard ending in 4354: June 13, 2015: \$145.99  
MasterCard ending in 4354: June 13, 2015: \$145.99  
MasterCard ending in 4354: June 13, 2015: \$145.99

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 06/19/2015*

amazon.com

**Details for Order #109-5521630-4872244**Print this page for your records.**Order Placed:** June 3, 2015**Amazon.com order number:** 109-5521630-4872244**Order Total:** \$322.53**Preparing for Shipment****Items Ordered****Price**1 of: *Wise 8WD120LS-1008 Pontoon Captains Bucket Seat, White/Navy/Blue* \$209.99  
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: \$209.99  
Shipping & Handling: \$0.00Total before tax: \$209.99  
Sales Tax: \$0.00**Shipping Speed:**

Two-Day Shipping

**Total for This Shipment: \$209.99****Shipped on June 4, 2015**

Boats

**Items Ordered****Price**1 of: *Attwood Boat Seat Swivel*  
Sold by: Amazon.com LLC

\$9.70

Condition: New

1 of: *Royal Pacific 8935BK Grill Face Plate with Lens For 8906/8907 Step* \$22.00  
*Lights, Cover Only, Black*  
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: \$31.70  
Shipping & Handling: \$0.00Total before tax: \$31.70  
Sales Tax: \$0.00**Shipping Speed:**

Two-Day Shipping

**Total for This Shipment: \$31.70**

Boats

**Shipped on June 4, 2015**

Approved G v/d Snel 06/19/2015



Gerhard Van der snel <gerhardharmony@gmail.com>

---

**Refund on order 104-7255640-2150618**

1 message

---

**Amazon.com** <payments-messages@amazon.com>  
To: Gerhard Van der Snel <gerhardharmony@gmail.com>

Fri, Jun 5, 2015 at 1:07 AM

Hello,

We're writing to let you know we processed your refund of \$101.60 for your Order 104-7255640-2150618 from pcrush-outlet.

This refund is for the following item(s):

Item: Lorex LW2110 Wireless Digital Security Camera  
Quantity: 1  
ASIN: B004T9Y0MW  
Reason for refund: Customer return

Here's the breakdown of your refund for this item:

Item Refund: \$101.60

We'll apply your refund to the following payment method(s):

Debit Card [expiring on 8/2017]: \$101.60

We've processed a refund for the above order in the amount of \$101.60. The refund should appear on your account in 2-3 days if issued to a credit card.

Refunds issued to a bank account typically take 7-10 days to reflect on the account balance.

Have questions about our refund policy?  
Visit our Help section for more information:

<http://www.amazon.com/refunds>

We look forward to seeing you again soon.

Sincerely,

Amazon.com  
We're Building Earth's Most Customer-Centric Company  
<http://www.amazon.com>

Note: this e-mail was sent from a notification-only e-mail address that cannot accept incoming e-mail.  
Please do not reply to this message.

*Approved G v/d Snel 06/05/2015*

**Items Ordered**1 of: *M-D Building Products 43860 2-Inch by 72-Inch Carpet Trim Extra Wide Fluted* **Price** \$20.21

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: \$20.21  
Shipping & Handling: \$0.00Total before tax: \$20.21  
Sales Tax: \$0.00**Shipping Speed:**

Two-Day Shipping

**Total for This Shipment: \$20.21****Shipped on June 4, 2015***Boats***Items Ordered**1 of: *M-D Building Products 43860 2-Inch by 72-Inch Carpet Trim Extra Wide Fluted* **Price** \$20.21

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: \$20.21  
Shipping & Handling: \$0.00Total before tax: \$20.21  
Sales Tax: \$0.00**Shipping Speed:**

Two-Day Shipping

**Total for This Shipment: \$20.21****Shipped on June 4, 2015***Boats***Items Ordered**1 of: *M-D Building Products 43860 2-Inch by 72-Inch Carpet Trim Extra Wide Fluted* **Price** \$20.21

Sold by: Amazon.com LLC

Condition: New

**Shipping Address:**Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047Item(s) Subtotal: \$20.21  
Shipping & Handling: \$0.00

Total before tax: \$20.21

*Approved G v/d Snel 06/19/2015*

United States

Sales Tax: \$0.00

**Shipping Speed:**  
Two-Day Shipping**Total for This Shipment: \$20.21****Shipped on June 4, 2015****Items Ordered****Price**1 of: *M-D Building Products 43860 2-Inch by 72-Inch Carpet Trim Extra Wide Fluted* \$20.21

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: \$20.21  
Shipping & Handling: \$0.00Total before tax: \$20.21  
Sales Tax: \$0.00**Shipping Speed:**  
Two-Day Shipping**Total for This Shipment: \$20.21***Boats***Payment information****Payment Method:**

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$322.53  
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: \$322.53  
Estimated tax to be collected: \$0.00**Grand Total: \$322.53***Boats***Credit Card transactions**MasterCard ending in 4354: June 3, 2015: \$0.00  
MasterCard ending in 4354: June 4, 2015: \$31.70  
MasterCard ending in 4354: June 4, 2015: \$20.21  
MasterCard ending in 4354: June 4, 2015: \$20.21  
MasterCard ending in 4354: June 4, 2015: \$20.21  
MasterCard ending in 4354: June 4, 2015: \$20.21To 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 06/19/2015*

amazon.com

**Final Details for Order #109-3430557-6397833**Print this page for your records.**Order Placed:** June 3, 2015**Amazon.com order number:** 109-3430557-6397833**Order Total:** \$488.45**Shipped on June 4, 2015****Items Ordered**

	<b>Price</b>
2 of: AMRW-WD112-221 * Wise Boat Seats Radius Right Side Pontoon Arm Rest - Grey	\$119.99

Sold by: AccessoriZ My Ride ([seller profile](#))

Condition: New

Radius Arm Rest Features: ?Single cup holders ?High impact p... [see more](#)

2 of: AMRW-WD110-221 * Wise Boat Seats Radius Left Side Pontoon Arm Rest - Grey	\$119.99
---	----------

Sold by: AccessoriZ My Ride ([seller profile](#))

Condition: New

Radius Arm Rest Features: ?Single cup holders ?High impact p... [see more](#)**Shipping Address:**

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

Item(s) Subtotal:	\$479.96
Shipping & Handling:	\$8.49

Total before tax: \$488.45

Sales Tax: \$0.00

**Shipping Speed:**

Standard

**Total for This Shipment: \$488.45**

Boats

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

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal:	\$479.96
Shipping & Handling:	\$8.49

**Billing address**

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

Total before tax:	\$488.45
Estimated tax to be collected:	\$0.00

**Grand Total: \$488.45****Credit Card transactions**

MasterCard ending in 4354: June 4, 2015: \$488.45

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Approved A v/d Snel 07/13/2015

Sunoco  
6990 E Irlo Bronson  
St. Cloud Florida 34

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

Trans #: 387604  
Grade: Regular (87)  
Pump Number: 11  
Gallons: 16.481  
Price: \$2.659  
Total Fuel: \$43.82  
Total Sale: \$43.82

Term: JD12417328001

Appr: 012842

Seq#: 032643

MasterCard

XXXXXXXXXXXX

06/06/2015 13:33:47  
Thank You For  
Shopping Sunoco



Gerhard Van der snel &lt;gerhardharmony@gmail.com&gt;

**Receipt for Your Payment to Partzilla.com**

1 message

**service@paypal.com** <service@paypal.com>  
To: Harmony CDD <gerhardharmony@gmail.com>

Mon, Jun 8, 2015 at 1:22 PM

Jun 8, 2015 10:20:59 PDT  
Transaction ID: 8J839483XR404502P

Hello Harmony CDD,

You sent a payment of \$22.21 USD to Partzilla.com  
(parts@partzilla.com)

It may take a few moments for this transaction to appear in your account.

**Merchant**Partzilla.com  
parts@partzilla.com  
877-833-0846**Instructions to merchant**

You haven't entered any instructions.

**Shipping address - unconfirmed**Gerhard van der Snel  
7360 Five Oaks Dr  
Office Trailer  
Harmony, FL 34773  
United States**Shipping details**

The seller hasn't provided any shipping details yet.

Check out PayPal Shopping to find featured deals and free shipping  
at more of your favorite stores.  
Explore PayPal Shopping

Description	Unit price	Qty	Amount
KP-92092-7502%20Purchase%20this% 20Kawasaki%2092092-7502%20BUSHING- RUBBER%20---%20BUSHING-RUBBER Item# 1	\$6.63 USD	2	\$13.26 USD

Approved G v/d Snel 06/08/2015

Subtotal	\$13.26 USD
Shipping and handling	\$8.95 USD
<b>Total</b>	<b>\$22.21 USD</b>

*Vllicles*

amazon.com

**Final Details for Order #109-6575142-6831439**Print this page for your records.**Order Placed:** June 8, 2015**Amazon.com order number:** 109-6575142-6831439**Order Total:** \$16.87**Shipped on June 9, 2015****Items Ordered**1 of: *Pyle-Pro PMP30 Professional Megaphone/Bullhorn with Siren*  
Sold by: Amazon.com LLC**Price**

\$16.87

Condition: New

**Shipping Address:**Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United StatesItem(s) Subtotal: \$16.87  
Shipping & Handling: \$0.00Total before tax: \$16.87  
Sales Tax: \$0.00**Shipping Speed:**

Two-Day Shipping

**Total for This Shipment: \$16.87****Payment information****Payment Method:**

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$16.87  
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: \$16.87  
Estimated tax to be collected: \$0.00**Grand Total: \$16.87****Credit Card transactions**

MasterCard ending in 4354: June 9, 2015: \$16.87

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amazon.com

**Final Details for Order #109-5967692-0982602**Print this page for your records.**Order Placed:** June 8, 2015**Amazon.com order number:** 109-5967692-0982602**Order Total:** \$38.97**Shipped on June 8, 2015****Items Ordered****Price**

3 of: Houseables GFCI Receptacle 20 Amp, Tamper Resistant, Nylon Faceplate \$12.99  
Wall Plate, 2 LED Power Indicators, 120/125V, Screws Included, UL2008,  
Ground Fau

Sold by: Houseables ([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: \$38.97  
Shipping & Handling: \$0.00

Total before tax: \$38.97  
Sales Tax: \$0.00

**Shipping Speed:**

Standard

**Total for This Shipment: \$38.97****Payment information****Payment Method:**

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$38.97  
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: \$38.97  
Estimated tax to be collected: \$0.00

**Grand Total: \$38.97****Credit Card transactions**

MasterCard ending in 4354: June 8, 2015: \$38.97

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 06/19/2015

## Receipt

APPLE ID:  
gerhardvandersnel@hotmail.com

DATE:  
Jun 8, 2015

ORDER ID:  
MJ45KKHQ7Y

DOCUMENT NO:  
150101722713

BILLED TO:  
MasterCard ... 4354  
Gerhard Van der snel  
210 N University dr  
Suite 702  
Coral Springs, FL 33071-7320  
USA

TOTAL:  
\$0.99

iCloud	TYPE	PURCHASED FROM	PRICE
iCloud: 20 GB Storage Plan Monthly Payment: \$0.99	iCloud Storage		\$0.99
		Subtotal	\$0.99
		Tax	\$0.00
		TOTAL	\$0.99

You may contact Apple for a full refund within 15 days of a monthly subscription upgrade or within 45 days of a one-yearly payment. Partial refunds are available where permitted by law.

This email confirms payment for the iCloud storage plan listed above. You will be billed each plan period until you cancel by **downgrading** to the free storage plan from your iOS device, Mac or PC.

Review or change how often iTunes, iBooks & App Store purchases require your password on iOS by going to Settings > iTunes & App Store > Password Settings.

[Apple ID Summary](#) • [Purchase History](#) • [Terms of Sale](#) • [Privacy Policy](#)

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All rights reserved.  
Apple Inc., 1 Infinite Loop, Cupertino, CA 95014, United States

*Approved G v/d Snel 07/13/2015*

**Items Ordered**

1 of: *Spectrum CP404816N HDPE Institutional Trash Can Liner, 40-45 gallon Capacity, 48" Length x 40" Width x 16 micron Thick, Natural (Case of 250)* **Price** \$39.99  
Sold by: Amazon.com LLC

Condition: New

**Shipping Address:**

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

Item(s) Subtotal: \$39.99  
Shipping & Handling: \$0.00  
-----

Total before tax: \$39.99  
Sales Tax: \$0.00  
-----

**Shipping Speed:**

Standard Shipping

**Total for This Shipment: \$39.99**  
-----**Shipped on June 11, 2015****Items Ordered**

1 of: *Spectrum CP404816N HDPE Institutional Trash Can Liner, 40-45 gallon Capacity, 48" Length x 40" Width x 16 micron Thick, Natural (Case of 250)* **Price** \$39.99  
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: \$39.99  
Shipping & Handling: \$0.00  
-----

Total before tax: \$39.99  
Sales Tax: \$0.00  
-----

**Shipping Speed:**

Standard Shipping

**Total for This Shipment: \$39.99**  
-----**Payment information****Payment Method:**Debit Card | Last digits: XXXXXXXXXX

Item(s) Subtotal: \$162.90  
Shipping & Handling: \$0.00  
-----

**Billing address**

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

Total before tax: \$162.90  
Estimated tax to be collected: \$0.00  
-----

**Grand Total: \$162.90****Credit Card transactions**

MasterCard ending in 4354: June 10, 2015: \$41.46  
MasterCard ending in 4354: June 10, 2015: \$41.46  
MasterCard ending in 4354: June 11, 2015: \$39.99  
MasterCard ending in 4354: June 11, 2015: \$39.99

amazon.com

**Final Details for Order #109-9917604-4831461**Print this page for your records.**Order Placed:** June 10, 2015**Amazon.com order number:** 109-9917604-4831461**Order Total: \$162.90****Shipped on June 10, 2015****Items Ordered****Price**1 of: *Boardwalk 6180 Bath Tissue, Two-Ply, White, 500 Sheets per Roll (Case of 96)* \$41.46

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: \$41.46  
Shipping & Handling: \$0.00Total before tax: \$41.46  
Sales Tax: \$0.00**Shipping Speed:**

Standard Shipping

**Total for This Shipment: \$41.46****Shipped on June 10, 2015****Items Ordered****Price**1 of: *Boardwalk 6180 Bath Tissue, Two-Ply, White, 500 Sheets per Roll (Case of 96)* \$41.46

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: \$41.46  
Shipping & Handling: \$0.00Total before tax: \$41.46  
Sales Tax: \$0.00**Shipping Speed:**

Standard Shipping

**Total for This Shipment: \$41.46****Shipped on June 11, 2015***Approved G v/d Snel 06/19/2015*

amazon.com

**Final Details for Order #109-3198395-2843449**Print this page for your records.**Order Placed:** June 10, 2015**Amazon.com order number:** 109-3198395-2843449**Order Total:** \$30.17**Shipped on June 10, 2015****Items Ordered**2 of: *CLR CSS-12 Stainless Steel Cleaner, 12 oz Aerosol Spray*  
Sold by: Amazon.com LLC**Price**

\$7.96

Condition: New

1 of: *DURACELL D12 PROCELL Professional Alkaline Battery, 12 Count*

\$14.25

Sold by: MPDirect ([seller profile](#))

Condition: New

**Shipping Address:**Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United StatesItem(s) Subtotal: \$30.17  
Shipping & Handling: \$0.00

Total before tax: \$30.17

Sales Tax: \$0.00

**Shipping Speed:**

Two-Day Shipping

**Total for This Shipment: \$30.17****Payment information****Payment Method:**

Debit Card | Last digits: 4 [REDACTED]

Item(s) Subtotal: \$30.17  
Shipping & Handling: \$0.00**Billing address**GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United StatesTotal before tax: \$30.17  
Estimated tax to be collected: \$0.00**Grand Total: \$30.17****Credit Card transactions**

MasterCard ending in 4354: June 10, 2015: \$30.17

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**Final Details for Order #109-2801057-4329043**

Print this page for your records.

**Order Placed:** June 10, 2015**Amazon.com order number:** 109-2801057-4329043**Order Total: \$28.84****Shipped on June 10, 2015****Items Ordered**

2 of: LaMotte ColorQ Pro 7 Liquid Pool Water Test Kit Alkalinity Indicator **Price**  
Reagent - 30 mL \$10.98

Sold by: In The Swim Pool Supplies ([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: \$21.96

Shipping &amp; Handling: \$4.99

Total before tax: \$26.95

Sales Tax: \$1.89

**Shipping Speed:**

Standard

**Total for This Shipment: \$28.84****Payment information****Payment Method:**

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$21.96

Shipping &amp; Handling: \$4.99

**Billing address**

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

Total before tax: \$26.95

Estimated tax to be collected: \$1.89

**Grand Total: \$28.84****Credit Card transactions**

MasterCard ending in 4354: June 10, 2015 \$28.84

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amazon.com

**Final Details for Order #109-8856668-8610620**Print this page for your records.**Order Placed:** June 10, 2015**Amazon.com order number:** 109-8856668-8610620**Order Total: \$3.99****Shipped on June 10, 2015****Items Ordered**1 of: LaMotte #0201 Test Tube (5 mL) for ColorQ  
Sold by: Recreation Supply Company ([seller profile](#))**Price**

\$3.99

Condition: New

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

Item(s) Subtotal: \$3.99

Shipping &amp; Handling: \$0.00

Total before tax: \$3.99

Sales Tax: \$0.00

**Shipping Speed:**

Standard

**Total for This Shipment: \$3.99****Payment information****Payment Method:**Debit Card | Last digits: 

Item(s) Subtotal: \$3.99

Shipping &amp; 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: \$3.99

Estimated tax to be collected: \$0.00

**Grand Total: \$3.99****Credit Card transactions**

MasterCard ending in 4354: June 10, 2015: \$3.99

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Approved G v/d Snel 06/13/2015

Sunoco  
6990 E Irlo Bronson  
St. Cloud Florida 34

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

Trans #: 396949  
Grade: Regular (87)  
Pump Number: 11  
Gallons: 17.240  
Price: \$2.659  
Total Fuel: \$45.84  
Total Sale: \$45.84

Term: JD12417328001

Appr: 026346

Seq#: 035443

MasterCard  
XXXXXXXXXXXX

06/13/2015 07:35:48

Thank You For  
Shopping Sunoco



**More saving.  
More doing.™**

4560 13TH STREET  
ST CLOUD, FL 34769 (407)498-0606

6350 00018 31627 06/13/15 04:45 PM  
CASHIER BEVERLY - BC1876

022367430634 PFALKGLSSTGR <A> 26.98N  
GLIDDEN P & F I/E GLS STL GRAY GAL

	SUBTOTAL	26.98
	SALES TAX	0.00
TAX EXEMPT		
	TOTAL	\$26.98
XXXXXXXXXXXX	MASTERCARD	26.98
AUTH CODE 031008/0182431		TA

P.O.#/JOB NAME: HARMONY



6350 18 31627 06/13/2015 8731

RETURN POLICY DEFINITIONS  
POLICY ID DAYS POLICY EXPIRES ON  
A 1 90 09/11/2015  
THE HOME DEPOT RESERVES THE RIGHT TO  
LIMIT / DENY RETURNS. PLEASE SEE THE  
RETURN POLICY SIGN IN STORES FOR  
DETAILS.

BUY ONLINE PICK-UP IN STORE  
AVAILABLE NOW ON HOMEDEPOT.COM.  
CONVENIENT, EASY AND MOST ORDERS  
READY IN LESS THAN 2 HOURS!  
\*\*\*\*\*

**ENTER FOR A CHANCE  
TO WIN A \$5,000  
HOME DEPOT GIFT  
CARD!**

Share Your Opinion With Us! Complete  
the brief survey about your store visit  
and enter for a chance to win at:

[www.homedepot.com/opinion](http://www.homedepot.com/opinion)

COMPARTA SU OPINION EN UNA BREVE  
ENCUESTA PARA LA OPORTUNIDAD DE GANAR.

User ID:  
WCZ 69893 63561

Password:  
15313 63543

Entries must be entered by 07/13/2015.  
Entrants must be 18 or older to enter.  
See complete rules on website. No  
purchase necessary.

Approved G v/d Snel 06/15/2015

orlando craigslist &gt; jobs &gt; general labor &gt; payment confirmation

[ logged in as gerhardharmony@gmail.com ] [ logout ]

Thanks for posting with us, we really appreciate it!

**Purchase Receipt**

This is a receipt confirming your purchase. Please print or save a copy of this receipt for your records. All sales are final. No Refunds.

Description	Price
Allround Maintenance	
PostingID 5068872535: orlando > general labor	\$25.00 USD
<b>Total amount charged:</b>	<b>\$25.00 USD</b>

2015-06-11 -- Payment ID: 57308245

Please visit your account homepage to manage this posting.

posting for STAFF  
please put under misc contingency

Approved G v/d Snel 06/11/2015



Gerhard Van der snel <gerhardharmony@gmail.com>

**Receipt from Webcom IT Solutions**

2 messages

**Webcom IT Solutions via Square** <receipts@messaging.squareup.com>

Mon, Jun 22, 2015 at 9:04 PM

Reply-To: Webcom IT Solutions via Square

<r\_ojatiwccjbkfqkhhkme2rzt.rYUZ.rteab3MarEhq8jmE.1dbd9d57e2023321753e324040b91098dfbd02ab@reply.squareup.com>  
To: gerhardharmony@gmail.com

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Now when you shop at sellers who use Square,  
your receipts will be delivered automatically.

[Learn more.](#)



Webcom IT Solutions

How was your experience?



**\$90.00**

Harmony CCD - Gerhard Van Der Snel \$90.00

Total \$90.00

*Approved G v/d Snel 06/19/2015*

Webcom IT Solutions

<http://webcomitsolutions.com>

407-873-1579

*Web solution for office*

Approved G v/d Snel 06/16/2015

Handyman Hardware & Supply  
1410 10th St.  
St. Cloud, FL 34769  
407-892-7700

Transaction#: C110710  
Associate: ECISupport  
Date: 06/16/2015 Time: 01:59:14 PM

\*\*\* SALE \*\*\*

Bill To:  
Customer # Harmony  
Harmony Community Dev. Dist.  
210 N University Dr  
Ste 702  
Coral Springs, FL 33071

FASTENERS

H119

15.00 EACH @ \$1.19 N \$17.85

FASTENERS

H129

5.00 EACH @ \$1.29 N \$6.45

FASTENERS

H229

1.00 EACH @ \$2.29 N \$2.29

Subtotal: \$26.59

TAX EXEMPT

TOTAL: \$26.59

MASTERCARD: \$26.59

CHANGE: \$0.00

Pool

BUYER AGREES TO PAY TOTAL AMOUNT ABOVE  
ACCORDING TO CARDHOLDER'S AGREEMENT  
WITH ISSUER

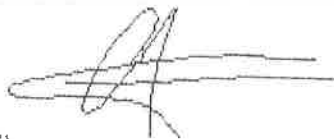
Approval: 082825

CNUM: MASTERCARD-\*\*\*\*\* [REDACTED]

EXP: \*\*/\*\*

NAME:

AMT: 26.59



(X)

Authorized Signature

6/15/2015 1:38 PM  
Store 1

Sales Receipt #57436

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

BHI 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 SILVER SP		D% 15% Customer	
		Subtotal	\$12.21
Local Sales Tax		0 % Tax	+ \$0.00
<b>RECEIPT TOTAL:</b>			<b>\$12.21</b>

Credit Card \$12.21 XXXX [REDACTED]  
MasterCard  
Reference # 1000027419 Auth=016835  
Entry swapped Merchant # \*\*78501

Signature

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

Total Sales Discounts \$2.15



57436

Approved G v/d Snel 07/13/2015



**Final Details for Order #109-7678463-9275402**Print this page for your records.**Order Placed:** June 17, 2015**Amazon.com order number:** 109-7678463-9275402**Order Total:** \$417.98**Shipped on June 17, 2015****Items Ordered**2 of: *Sentry Station for Roll Bags*Sold by: Zero Waste USA ([seller profile](#))

Condition: New

**Price**

\$199.00

**Shipping Address:**

Gerhard van der Snel

7360 Five Oaks Dr

Office trailer

HARMONY, FLORIDA 34773-6047

United States

Item(s) Subtotal: \$398.00

Shipping &amp; Handling: \$19.98

Total before tax: \$417.98

Sales Tax: \$0.00

**Total for This Shipment: \$417.98****Shipping Speed:**

Standard

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

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$398.00

Shipping &amp; Handling: \$19.98

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD

210 N UNIVERSITY DR STE 702

CORAL SPRINGS, FL 33071-7320

United States

Total before tax: \$417.98

Estimated tax to be collected: \$0.00

**Grand Total: \$417.98****Credit Card transactions**

MasterCard ending in 4354: June 17, 2015: \$417.98

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**Final Details for Order #109-7592801-9973841**

[Print this page for your records.](#)

**Order Placed:** June 17, 2015**Amazon.com order number:** 109-7592801-9973841**Order Total:** \$208.49**Shipped on June 17, 2015****Items Ordered**2 of: *Pet Waste Can, Commercial Grade, Aluminum*Sold by: PetWasteCo ([seller profile](#))

Condition: New

**Price**

\$96.00

**Shipping Address:**

Gerhard van der Snel

7360 Five Oaks Dr

Office trailer

HARMONY, FLORIDA 34773-6047

United States

Item(s) Subtotal: \$192.00

Shipping &amp; Handling: \$16.49

Total before tax: \$208.49

Sales Tax: \$0.00

**Total for This Shipment: \$208.49****Shipping Speed:**

Standard

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

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$192.00

Shipping &amp; Handling: \$16.49

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD

210 N UNIVERSITY DR STE 702

CORAL SPRINGS, FL 33071-7320

United States

Total before tax: \$208.49

Estimated tax to be collected: \$0.00

**Grand Total: \$208.49****Credit Card transactions**

MasterCard ending in 4354: June 17, 2015: \$208.49

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 06/19/2015*

amazon.com

**Final Details for Order #109-9632232-8536263**Print this page for your records.**Order Placed:** June 17, 2015**Amazon.com order number:** 109-9632232-8536263**Order Total:** \$35.89**Shipped on June 18, 2015****Items Ordered**1 of: *Swimming Pool Aluminum Pole Hanger Set with Screws for Net Brush Vacuum Hose*Sold by: Pool Supply Town ([seller profile](#))

Condition: New

1 of: *Halter® Portable And Foldable Rotating Articulating Metal Desk Stand for Apple iPad 1, 2, 3 And 4*Sold by: Super Deal ([seller profile](#))

Condition: New

**Price**

\$10.90

*Pool.*

\$24.99

*Misc. carrying***Shipping Address:**Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United StatesItem(s) Subtotal: \$35.89  
Shipping & Handling: \$0.00Total before tax: \$35.89  
Sales Tax: \$0.00**Total for This Shipment: \$35.89****Shipping Speed:**

Two-Day Shipping

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

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$35.89  
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: \$35.89  
Estimated tax to be collected: \$0.00**Grand Total: \$35.89****Credit Card transactions**MasterCard ending in 4354: June 18, 2015: \$24.99  
MasterCard ending in 4354: June 18, 2015: \$10.90To 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 06/19/2015*

amazon.com

**Final Details for Order #109-1649564-7352201**Print this page for your records.**Order Placed:** June 18, 2015**Amazon.com order number:** 109-1649564-7352201**Order Total:** \$34.81**Shipped on June 20, 2015****Items Ordered**1 of: *Rothco Safety Green Reflective Rain Jacket - XL*  
Sold by: BIGFLYSPORTS ([seller profile](#))**Price**  
\$32.53

Condition: New

**Shipping Address:**Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United StatesItem(s) Subtotal: \$32.53  
Shipping & Handling: \$0.00  
-----  
Total before tax: \$32.53  
Sales Tax: \$2.28  
-----**Shipping Speed:**

Two-Day Shipping

**Total for This Shipment: \$34.81**  
-----**Payment information****Payment Method:**

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$32.53  
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: \$32.53  
Estimated tax to be collected: \$2.28  
-----**Grand Total: \$34.81****Credit Card transactions**

MasterCard ending in 4354: June 20, 2015: \$34.81

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Approved Gold Snel

amazon.com

**Final Details for Order #109-6058600-0479442**Print this page for your records.**Order Placed:** June 22, 2015**Amazon.com order number:** 109-6058600-0479442**Order Total:** \$166.88**Shipped on June 22, 2015****Items Ordered****Price**

4 of: 150 Feet Pre-made All-in-One BNC Video and Power Extension Cable with Connector for CCTV Security Camera (Black, 150 feet) \$15.00

Sold by: GW Security Inc ([seller profile](#))

Condition: New  
Brand New

3 of: RiteAV - 25 feet Power Extension Cord Heavy Duty Outdoor Jacket (Indoor & Outdoor Rated) \$16.99

Sold by: Ultra Spec Cables (RiteAV®) ([seller profile](#))

Condition: New  
NEMA 5-15P to NEMA 5-15R 25FT 16AWG Heavy Duty Outer Jacket

1 of: Monoprice 105298 3-Feet 16AWG Power Extension Cord Cable, Black \$5.93

Sold by: Amazon.com LLC

Condition: New

2 of: VideoSecu CCTV Home Surveillance Outdoor IR Bullet Security Camera \$24.99

Color CCD Day Night 24 Infrared LEDs with Bonus Power Supply IR24W C2M

Sold by: WarehouseSeller ([seller profile](#)) | Product question? [Ask Seller](#)

Condition: New

**Shipping Address:**

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

Item(s) Subtotal: \$166.88

Shipping & Handling: \$0.00

Total before tax: \$166.88

Sales Tax: \$0.00

**Total for This Shipment: \$166.88**

**Shipping Speed:**

Two-Day Shipping

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

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$166.88

Shipping & Handling: \$0.00

Total before tax: \$166.88

Estimated tax to be collected: \$0.00

**Billing address**

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

**Grand Total: \$166.88**

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Security

amazon.com

**Final Details for Order #109-2248459-0628234**Print this page for your records.**Order Placed:** June 23, 2015**Amazon.com order number:** 109-2248459-0628234**Order Total: \$101.66****Shipped on June 23, 2015****Items Ordered**1 of: *Lorex LW2110 Wireless Digital Security Camera*

Sold by: Amazon.com LLC

**Price**

\$101.66

Condition: New

**Shipping Address:**

Gerhard van der Snel

7360 Five Oaks Dr

Office trailer

HARMONY, FLORIDA 34773-6047

United States

Item(s) Subtotal: \$101.66

Shipping &amp; Handling: \$0.00

Total before tax: \$101.66

Sales Tax: \$0.00

**Total for This Shipment: \$101.66****Shipping Speed:**

Two-Day Shipping

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

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$101.66

Shipping &amp; 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: \$101.66

Estimated tax to be collected: \$0.00

**Grand Total: \$101.66****Credit Card transactions**

MasterCard ending in 4354: June 23, 2015: \$101.66

To view the status of your order, return to Order Summary.**Please note:** This is not a VAT invoice.*security*  
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**Final Details for Order #109-7763726-7200203**Print this page for your records.**Order Placed:** June 22, 2015**Amazon.com order number:** 109-7763726-7200203**Order Total:** \$2.23**Shipped on June 22, 2015****Items Ordered**1 of: *niceEshop Female to Female Coupler Adapters Pack of 10*  
Sold by: CZ-Sky ([seller profile](#))**Price**

\$2.23

Condition: New

Original niceeshop brand new items , 100% Satisfaction Guara... [see more](#)**Shipping Address:**Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United StatesItem(s) Subtotal: \$2.23  
Shipping & Handling: \$0.00Total before tax: \$2.23  
Sales Tax: \$0.00**Shipping Speed:**  
Standard**Total for This Shipment: \$2.23****Payment information****Payment Method:**

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$2.23  
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: \$2.23  
Estimated tax to be collected: \$0.00**Grand Total: \$2.23****Credit Card transactions**

MasterCard ending in 4354: June 22, 2015: \$2.23

To view the status of your order, return to [Order Summary](#).**Please note:** This is not a VAT invoice.

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Sunoco  
6990 E Irlo Bronson  
St. Cloud Florida 34

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

Trans #: 412276  
Grade: Regular (87)  
Pump Number: 09  
Gallons: 18.637  
Price: \$2.599  
Total Fuel: \$48.44  
Total Sale: \$48.44

Term: JD12417328001

Appr: 042251

Seq#: 040062

MasterCard  
XXXXXXXXXXXX

06/24/2015 08:09:42  
Thank You For  
Shopping Sunoco





Service is our best part.

Store # 09533  
 (407) 957-0591  
 1650 E. IRLO BRONSON  
 ST. CLOUD FL 34771  
 6/26/2015 11:50:53 REG 02  
 Cashier: Bradley G.

ITEM	QTY	PRICE	TOTAL
BATTERY-POWERSPORTS 1 E 16940019			
TX30LA	1	\$135.99	\$135.99
3 MO.FREE REPL 0 MO.PRORATED			
CORE - MAGNA POWER ETX 96940019			
TX30LA	1	\$10.00	\$10.00

CORE - MAGNA POWER ETX 96940019  
 TX30LA 1 \$10.00 \$10.00

Reason:Core Return

Sub Total	\$135.99
T1 Tax @ 7.0000%	\$9.52
Total	\$145.51

*Vehicle*

GET UP TO \$20 OFF YOUR NEXT PURCHASE!  
 Retail customers, join Speed Perks Rewards  
 today. Spend \$100 get \$20 off your next  
 purchase of \$40 or more. Spend \$30 get \$5  
 off your next purchase of \$10 or more.  
 Easy to join. Text 'SPEED' to 260 or go  
 online Details at [www.speedperks.com/terms](http://www.speedperks.com/terms)

Transaction #5928  
 Van Der Snel, Gerhard  
 CARD TYPE: MasterCard  
 ACCOUNT #:\*\*\*\*\*  
 AUTH CODE: 036839 AMOUNT: \$145.51

Cardholder acknowledges receipt of  
 goods and/or services in the amount of  
 total shown hereon and agrees to per-  
 form the obligations set forth in the  
 cardholder's agreement with the issuer

\*\*\*\*\*

Approved G v/d Snel 06/29/2015

6/25/2015 8:12 AM  
Store 1

Sales Receipt #58129

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

*Approved G v/d Snel 06/25/2015*

Cashier

Item #	Qty	Price	Ext Price
1088	3	\$5.09	\$15.27
PROPANE FUEL			
695	6	\$3.59	\$21.54
WATER SILVER SP			
		Subtotal	\$36.81
		Local Sales Tax	7 % Tax + \$1.07
		<b>RECEIPT TOTAL:</b>	<b>\$37.88</b>

Credit Card \$37.88 XXXX

MasterCard

Reference # 1000027746 Auth:047998

Entry Swiped Merchant # \*\*78501

Signature

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



www.HarmonyFL.com



58129

**Cessna, Tiziana**

---

**From:** Gerhard Van der snel <gerhardharmony@gmail.com>  
**Sent:** Monday, July 13, 2015 12:36 PM  
**To:** Cessna, Tiziana  
**Subject:** Fwd: Refund on order 109-6058600-0479442

Have a great day!

Gerhard van der Snel

Field Operations Manager  
Harmony CDD  
7360 Five Oaks Drive  
Harmony Fl 34773  
407-301-2235

----- Forwarded message -----

**From:** Amazon.com <payments-messages@amazon.com>  
**Date:** Mon, Jun 29, 2015 at 7:28 PM  
**Subject:** Refund on order 109-6058600-0479442  
**To:** Gerhard Van der Snel <gerhardharmony@gmail.com>

Hello,

We're writing to let you know we processed your refund of \$48.96 for your Order 109-6058600-0479442.

This refund is for the following item(s):

Item: 150 Feet Pre-made All-in-One BNC Video and Power Extension Cable with Connector for CCTV Security Camera (Black, 150 feet)

Quantity: 2

ASIN: B00LAL4W3O

Reason for refund: Customer return

Here's the breakdown of your refund for this item:

Item Refund: \$30.00

Return Shipping Fee Refund Deduction: (\$6.03)

Item: VideoSecu CCTV Home Surveillance Outdoor IR Bullet Security Camera Color CCD Day Night 24 Infrared LEDs with Bonus Power Supply IR24W C2M

Quantity: 1

ASIN: B001IBFSJ8

Reason for refund: Customer return

Here's the breakdown of your refund for this item:

Item Refund: \$24.99

We'll apply your refund to the following payment method(s):

Debit Card [expiring on 8/2017]: \$48.96

We've processed a refund for the above order in the amount of \$48.96. The refund should appear on your account in 2-3 days if issued to a credit card.

Refunds issued to a bank account typically take 7-10 days to reflect on the account balance.

Have questions about our refund policy?

Visit our Help section for more information:

<http://www.amazon.com/refunds>

We look forward to seeing you again soon.

Sincerely,

Amazon.com

We're Building Earth's Most Customer-Centric Company

<http://www.amazon.com>

Note: this e-mail was sent from a notification-only e-mail address that cannot accept incoming e-mail. Please do not reply to this message.

amazon.com

**Final Details for Order #115-0331192-1847473**Print this page for your records.**Order Placed:** June 29, 2015**Amazon.com order number:** 115-0331192-1847473**Order Total:** \$69.00**Shipped on June 30, 2015****Items Ordered**

	<b>Price</b>
1 of: ANRAN CCTV Weatherproof Hight Resolution 700TVL EFFIO-E SONY Exview CCD Array IR Long Range Security Camera Sold by: anranshop ( <a href="#">seller profile</a> )	\$69.00

Condition: New

**Shipping Address:**Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United StatesItem(s) Subtotal: \$69.00  
Shipping & Handling: \$0.00Total before tax: \$69.00  
Sales Tax: \$0.00**Shipping Speed:**

Two-Day Shipping

**Total for This Shipment: \$69.00****Payment information****Payment Method:**

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$69.00  
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: \$69.00  
Estimated tax to be collected: \$0.00**Grand Total: \$69.00****Credit Card transactions**

MasterCard ending in 4354: June 30, 2015: \$69.00

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**Items Ordered**1 of: *M-D Building Products 43860 2-Inch by 72-Inch Carpet Trim Extra Wide Fluted* **Price** \$20.21

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: \$20.21  
Shipping & Handling: \$0.00Total before tax: \$20.21  
Sales Tax: \$0.00**Shipping Speed:**

Two-Day Shipping

**Total for This Shipment: \$20.21****Shipped on July 2, 2015***Boats***Items Ordered**3 of: *Wise 8WD418-900 Contoured Foam Standard Folding Boat Seat, Cuddy* **Price** \$49.99  
*Marble/Cuddy Round Midnight*

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: \$149.97  
Shipping & Handling: \$0.00Total before tax: \$149.97  
Sales Tax: \$0.00**Shipping Speed:**

Two-Day Shipping

**Total for This Shipment: \$149.97***Boats***Payment information****Payment Method:**

Debit Card | Last digits [REDACTED]

Item(s) Subtotal: \$189.75  
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: \$189.75  
Estimated tax to be collected: \$0.00**Grand Total: \$189.75***Boats***Credit Card transactions**MasterCard ending in 4354: June 30, 2015: \$20.21  
MasterCard ending in 4354: June 30, 2015: \$15.59  
MasterCard ending in 4354: June 30, 2015: \$3.98  
MasterCard ending in 4354: July 2, 2015: \$149.97*Approved G v/d Snel 07/13/2015*

amazon.com

**Final Details for Order #115-5093247-2235454**[Print this page for your records.](#)**Order Placed:** June 29, 2015**Amazon.com order number:** 115-5093247-2235454**Order Total:** \$189.75**Shipped on June 30, 2015****Items Ordered****Price**1 of: *Belkin 6-Outlet Home/Office Surge Protector with 2.5 feet Cord & Straight Plug* \$8.40

Sold by: Amazon.com LLC

Condition: New

1 of: *Set Male & Female Heavy-Duty 3-Wire Replacement Electrical Plugs* \$7.19Sold by: Doro Sports & Emporium Store ([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: \$15.59

Shipping &amp; Handling: \$0.00

Total before tax: \$15.59

Sales Tax: \$0.00

**Shipping Speed:**

Two-Day Shipping

**Total for This Shipment: \$15.59****Shipped on June 30, 2015****Items Ordered****Price**1 of: *Leviton 000-515PR-000 15 Amp Black Rubber Plug Grounded 125 Volt* \$3.98

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: \$3.98

Shipping &amp; Handling: \$0.00

Total before tax: \$3.98

Sales Tax: \$0.00

**Shipping Speed:**

Two-Day Shipping

**Total for This Shipment: \$3.98****Shipped on June 30, 2015**

Approved G v/d Snel 07/13/2015

**9C.**



## Harmony CDD

### Website Statistics as of July 20, 2015

(counter reset October 1, 2013)

#### OVERVIEW

• Total Visitors:	11,158	• Visitors, June:	828
• Total Page Views:	94,880	• Page Views, June:	4,658
• Total Spiders:	63,636	• Visitors, July:	530
• Total Feeds:	1,311	• Page Views, July:	2,961

#### OPERATING SYSTEMS

• Windows 7:	27,944	• Windows Vista:	1,769
• Windows XP:	12,882	• Android Linux 4:	1,744
• Windows NT 4:	3,930	• iOS 7:	1,689
• Linux:	3,131	• iPhone:	1,604
• iPad:	2,011	• Windows 8:	1,371

#### BROWSERS

• Mozilla:	26,687	• Chrome 4:	2,319
• Internet Explorer 6:	8,795	• Internet Explorer 10:	2,054
• Safari:	7,994	• Internet Explorer 9:	1,943
• Firefox 3:	5,538	• Internet Explorer 8:	1,532
• Chrome 36:	2,398	• Chrome 32:	1,483

#### SEARCH ENGINES

• Google:	1,273	• Search:	8
• Yahoo:	79	• Ask:	5
• Yandex:	14	• Dogpile:	1

#### TOP PAGES

• Home:	25,351	• /District-Facilities/Recreation-Facilities:	3,335
• /robots.txt	4,451	• /About-Harmony:	2,781
• /District-Facilities/Ponds	3,968		

#### 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**

<b>Date</b>	<b>Page</b>	<b>OS</b>	<b>Browser</b>
• July 20	author=1	Windows XP	Opera 9
• July 20	Page: Home	Windows 7	Chrome 36
• July 20	Page: Home	Windows 7	Chrome 36
• July 20	/Board-Meetings/index.php	Windows NT 4	Firefox 3
• July 20	/Board-Meetings/index.php	Windows NT 4	Firefox 3
• July 20	/Board-Meetings/index.php	Windows NT 4	Firefox 3
• July 20	/Board-Meetings/Workshops	Windows NT 4	Firefox 3
• July 20	/Board-Meetings/Hearings	Windows NT 4	Firefox 3
• July 20	/Board-Meetings/Board-Members	Windows NT 4	Firefox 3
• July 20	/Board-Meetings	Windows NT 4	Firefox 3

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

• harmony cdd	47	• harmony fl cdd fees	3
• harmonycdd.org	28	• harmony boat reservation	3
• harmony community development district	19	• http://www.harmonycdd.org/	3
• www.harmonycdd.org	17	• installerex crunchbase	3
• harmony fl cdd	9	• www.harmonycdd.org/public-records/agendas	3
• cdd stories	9	• online reputation management akado	3
• harmonycdd	7	• buck lake park harmony fl	3
• harmony fl boat reservations	6		
• http://harmonycdd.org/	6		
• harmony florida cdd	6		
• harmony cdd.com	4		
• harmony fl boat reservation	3		
• goals of pond's	3		

**9D.**

**HARMONY**  
Community Development District

***Annual Operating and Debt Service Budget***  
**Fiscal Year 2016**

Version 3 - Modified Tentative Budget:  
(Printed 7/21/15)

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 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2014	ADOPTED BUDGET FY 2015	ACTUAL THRU JUN-2015	PROJECTED JUL- SEP-2015	TOTAL PROJECTED FY 2015	ANNUAL BUDGET FY 2016
<b>REVENUES</b>						
Interest - Investments	\$ 3,273	\$ 2,500	\$ 1,886	\$ 614	\$ 2,500	\$ 2,500
Soccer Fees	-	-	500	-	500	-
Interest - Tax Collector	152	-	50	-	50	-
Special Assmnts- Tax Collector	636,415	811,192	811,191	-	811,191	863,315
Special Assmnts- CDD Collected	934,428	975,837	731,878	243,959	975,837	1,038,540
Special Assmnts- Discounts	(16,600)	(32,448)	(21,930)	-	(21,930)	(34,533)
Sale of Equipment	279	-	50	-	50	-
Other Miscellaneous Revenues	-	-	235	-	235	-
Access Cards	1,150	-	1,295	-	1,295	1,200
<b>TOTAL REVENUES</b>	<b>1,559,097</b>	<b>1,757,081</b>	<b>1,525,155</b>	<b>244,573</b>	<b>1,769,728</b>	<b>1,871,022</b>
<b>EXPENDITURES</b>						
<i>Administrative</i>						
P/R-Board of Supervisors	10,600	11,200	9,400	2,400	11,800	11,200
FICA Taxes	811	857	719	184	903	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	4,201	3,799	8,000	8,000
ProfServ-Legal Services	43,859	30,000	29,048	5,952	35,000	35,000
ProfServ-Mgmt Consulting Serv	54,011	55,984	41,988	13,996	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	9,727	-	9,727	10,024
Auditing Services	4,500	4,700	4,700	-	4,700	4,900
Communication - Telephone	21	-	-	-	-	-
Postage and Freight	490	750	426	324	750	750
Rental - Meeting Room	-	-	500	-	500	1,500
Record Storage	-	-	-	-	-	150
Insurance - General Liability	25,031	27,534	25,512	-	25,512	28,063
Printing and Binding	2,652	2,500	1,704	796	2,500	2,500
Legal Advertising	877	500	561	339	900	900
Misc-Assessmnt Collection Cost	8,579	16,224	15,791	-	15,791	17,266
Misc-Contingency	1,204	500	50	450	500	2,600
Office Supplies	125	500	44	106	150	300
Annual District Filing Fee	175	175	175	-	175	175
<b>Total Administrative</b>	<b>185,450</b>	<b>182,187</b>	<b>159,486</b>	<b>28,346</b>	<b>187,832</b>	<b>195,470</b>
<i>Field</i>						
ProfServ-Field Management	181,348	210,000	127,396	33,221	160,617	200,000
<b>Total Field</b>	<b>181,348</b>	<b>210,000</b>	<b>127,396</b>	<b>33,221</b>	<b>160,617</b>	<b>200,000</b>

**Summary of Revenues, Expenditures and Changes in Fund Balances**  
Fiscal Year 2016 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2014	ADOPTED BUDGET FY 2015	ACTUAL THRU JUN-2015	PROJECTED JUL- SEP-2015	TOTAL PROJECTED FY 2015	ANNUAL BUDGET FY 2016
<b>Landscape Services</b>						
Contracts-Grounds	21,531	21,961	16,471	5,490	21,961	22,400
Contracts-Trees and Trimming	19,889	20,286	15,214	5,072	20,286	20,692
Contracts-Turf Care	247,692	259,866	194,900	64,966	259,866	265,063
Contracts-Shrub Care	109,784	119,351	89,513	29,838	119,351	121,738
R&M-Irrigation	16,917	20,000	6,381	7,000	13,381	15,000
R&M-Tree Trimming Services	29,657	20,000	-	-	-	15,000
Miscellaneous Services	20,828	15,000	28,843	-	28,843	25,000
<b>Total Landscape Services</b>	<b>466,298</b>	<b>476,464</b>	<b>351,322</b>	<b>112,365</b>	<b>463,687</b>	<b>484,893</b>
<b>Utilities</b>						
Electricity - General	28,041	32,000	23,985	6,015	30,000	32,000
Electricity - Streetlighting	376,548	90,206	53,846	17,949	71,795	90,206
Utility - Water & Sewer	105,661	105,000	70,159	29,841	100,000	105,000
Lease - Street Light	-	296,909	222,681	74,228	296,909	296,909
Misc-Contingency	-	31,218	-	-	-	-
Cap Outlay - Streetlights	-	108,697	161,852	108,697	270,549	236,644
<b>Total Utilities</b>	<b>510,250</b>	<b>664,030</b>	<b>532,523</b>	<b>236,730</b>	<b>769,253</b>	<b>760,759</b>
<b>Operation &amp; Maintenance</b>						
Contracts-Lake and Wetland	15,696	20,000	11,772	3,924	15,696	20,000
Communication - Telephone	2,773	5,000	2,916	804	3,720	4,000
Utility - Refuse Removal	2,609	2,700	2,062	1,031	3,093	3,000
R&M-Common Area	15,033	-	-	-	-	-
R&M-Equipment	22,008	-	-	-	-	-
R&M-Pools	39,221	30,000	22,498	3,048	25,546	30,000
R&M-Roads & Alleyways	-	65,000	61,077	-	61,077	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	2,987	455	3,442	7,500
R&M-Equipment Vehicles	-	7,500	3,232	2,054	5,286	5,000
R&M-Parks & Facilities	1,317	37,000	23,436	7,554	30,990	37,000
R&M-Hardscape Cleaning	2,836	5,000	-	-	-	-
Miscellaneous Services	200	-	1,225	800	2,025	2,400
Misc-Property Taxes	-	-	329	-	329	-
Misc-Access Cards&Equipment	-	5,000	505	495	1,000	2,500
Misc-Contingency	10,698	8,000	5,886	2,110	7,996	8,000
Misc-Security Enhancements	6,017	2,500	1,680	200	1,880	2,500
Cap Outlay - Other	4,079	15,000	-	4,000	4,000	16,000
Cap Outlay - Vehicles	-	9,200	5,147	-	5,147	22,000
<b>Total Operation &amp; Maintenance</b>	<b>130,616</b>	<b>224,400</b>	<b>148,676</b>	<b>27,551</b>	<b>176,227</b>	<b>229,900</b>



**Summary of Revenues, Expenditures and Changes in Fund Balances**  
Fiscal Year 2016 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2014	ADOPTED BUDGET FY 2015	ACTUAL THRU JUN-2015	PROJECTED JUL- SEP-2015	TOTAL PROJECTED FY 2015	ANNUAL BUDGET FY 2016
<b>Reserves</b>						
Reserve - Renewal&Replacement	25,812	-	-	-	-	-
<b>Total Reserves</b>	<b>25,812</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	<b>1,499,774</b>	<b>1,757,081</b>	<b>1,319,403</b>	<b>438,212</b>	<b>1,757,615</b>	<b>1,871,022</b>
Excess (deficiency) of revenues						
Over (under) expenditures	59,323	-	205,752	(193,639)	12,113	-
Net change in fund balance	59,323	-	205,752	(193,639)	12,113	-
<b>FUND BALANCE, BEGINNING</b>	797,598	856,921	856,921	-	856,921	869,034
<b>FUND BALANCE, ENDING</b>	<b>\$ 856,921</b>	<b>\$ 856,921</b>	<b>\$ 1,062,673</b>	<b>\$ (193,639)</b>	<b>\$ 869,034</b>	<b>\$ 869,034</b>

**Exhibit "A"**  
Allocation of Fund Balances

**AVAILABLE FUNDS**

	<u>Amount</u>
Beginning Fund Balance - Fiscal Year 2016	\$ 869,034
Net Change in Fund Balance - Fiscal Year 2016	-
Reserves - Fiscal Year 2016 Additions	-
<b>Total Funds Available (Estimated) - 9/30/2016</b>	<b>869,034</b>

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

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

<b>Total Unassigned (undesignated) Cash</b>	<b><u>\$ 409,846</u></b>
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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.

**Access Cards**

The District is charging fees for access cards to the pools and Buck Lake access.

**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.

**HARMONY**

Community Development District

*General Fund***Budget Narrative**  
Fiscal Year 2016**EXPENDITURES****Administrative** (continued)**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.

**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 per 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.

**HARMONY**

Community Development District

*General Fund***Budget Narrative**  
Fiscal Year 2016**EXPENDITURES****Administrative** (continued)**Legal Advertising**

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

**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****\$200,000**

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****\$22,400**

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	\$10,236
Contract (Davey Tree) Annuals/Seasonal Flowers	\$12,164

**Contracts-Trees and Trimming****\$20,692**

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

Contract (Davey Tree) - Tree Care	\$20,692
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**HARMONY**

Community Development District

*General Fund***Budget Narrative**  
Fiscal Year 2016**EXPENDITURES****Landscape Services** (continued)**Contracts-Turf Care****\$265,063**

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	\$107,188
Contract (Davey Tree) - Turf Care - St. Augustine	\$135,163
Contract (Davey Tree) - Turf Care - Zoyala	\$14,463
Contract (Davey Tree) - Sport Turf	\$8,250

**R&M-Shrub Care****\$121,738**

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	\$121,738
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**R&M-Irrigation****\$15,000**

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	\$10,600

**R&M-Trees Trimming Services (Canopy)****\$15,000**

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

**Miscellaneous Services****\$25,000**

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.

**Cap-Outlay - Street Lights****\$236,644**

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)  
Unscheduled maintenance

\$15,696  
\$4,304

**Communication-Telephone****\$4,000**

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

**Utility-Refuse Removal****\$3,000**

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  
Supplies  
Licenses  
Unscheduled Maintenance

\$2,000  
\$9,840  
\$1,050  
\$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** **\$5,000**

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

Vehicles, tires and parts	\$3,000
Repairs and maintenance	\$1,500
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	\$20,000

**Miscellaneous Services** **\$2,400**

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

**Misc-Access Cards & Equipment** **\$2,500**

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** **\$16,000**

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

**Capital-Vehicle** **\$22,000**

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 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2014	ADOPTED BUDGET FY 2015	ACTUAL THRU JUN-2015	PROJECTED JUL- SEP-2015	TOTAL PROJECTED FY 2015	ANNUAL BUDGET FY 2016
<b>REVENUES</b>						
Interest - Investments	\$ 7	\$ 100	\$ 58	\$ 22	\$ 80	\$ 50
Special Assmnts- Tax Collector	-	1,080,894	1,065,433	-	1,065,433	1,013,794
Special Assmnts- Prepayment	150,369	-	102,018	-	102,018	-
Special Assmnts- CDD Collected	44,776	255,886	255,886	-	255,886	245,560
Special Assmnts- Discounts	-	(43,236)	(28,827)	-	(28,827)	(40,552)
<b>TOTAL REVENUES</b>	<b>195,152</b>	<b>1,293,644</b>	<b>1,394,568</b>	<b>22</b>	<b>1,394,590</b>	<b>1,218,852</b>
<b>EXPENDITURES</b>						
<i>Administrative</i>						
Misc-Assessmnt Collection Cost	-	21,618	20,726	-	20,726	20,276
<b>Total Administrative</b>	<b>-</b>	<b>21,618</b>	<b>20,726</b>	<b>-</b>	<b>20,726</b>	<b>20,276</b>
<i>Debt Service</i>						
DS Bond Discount	178,502	-	-	-	-	-
Underwriter	278,900	-	-	-	-	-
Principal Debt Retirement	-	260,000	260,000	-	260,000	520,000
Interest Expense	-	597,819	597,819	-	597,819	692,350
Prepayment	-	-	185,000	-	185,000	-
Cost of Issuance	131,685	-	-	-	-	-
<b>Total Debt Service</b>	<b>589,087</b>	<b>857,819</b>	<b>1,042,819</b>	<b>-</b>	<b>1,042,819</b>	<b>1,212,350</b>
<b>TOTAL EXPENDITURES</b>	<b>589,087</b>	<b>879,437</b>	<b>1,063,545</b>	<b>-</b>	<b>1,063,545</b>	<b>1,232,626</b>
Excess (deficiency) of revenues Over (under) expenditures	(393,935)	414,207	331,023	22	331,045	(13,774)
<b>OTHER FINANCING SOURCES (USES)</b>						
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	-	-	-	(13,774)
<b>TOTAL OTHER SOURCES (USES)</b>	<b>1,242,114</b>	<b>292,017</b>	<b>(56,011)</b>	<b>-</b>	<b>(56,011)</b>	<b>(13,774)</b>
Net change in fund balance	848,179	353,112	275,012	22	275,034	(13,774)
<b>FUND BALANCE, BEGINNING</b>	<b>-</b>	<b>848,178</b>	<b>848,178</b>	<b>-</b>	<b>848,178</b>	<b>1,123,212</b>
<b>FUND BALANCE, ENDING</b>	<b>\$ 848,179</b>	<b>\$ 1,201,290</b>	<b>\$ 1,123,190</b>	<b>\$ 22</b>	<b>\$ 1,123,212</b>	<b>\$ 1,109,438</b>

**HARMONY**

## Community Development District

## Series 2014 Debt Service Fund

**AMORTIZATION SCHEDULE**

<b>Period Ending</b>	<b>Outstanding Balance</b>	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Annual Debt Service</b>
11/1/2015	\$ 13,500,000		5.000%	\$346,175	
5/1/2016	\$ 13,500,000	\$520,000	5.000%	\$346,175	\$1,212,350
11/1/2016	\$ 12,980,000		5.000%	\$333,175	
5/1/2017	\$ 12,980,000	\$545,000	5.000%	\$333,175	\$1,211,350
11/1/2017	\$ 12,435,000		5.000%	\$319,550	
5/1/2018	\$ 12,435,000	\$575,000	5.000%	\$319,550	\$1,214,100
11/1/2018	\$ 11,860,000		5.000%	\$305,175	
5/1/2019	\$ 11,860,000	\$605,000	5.000%	\$305,175	\$1,215,350
11/1/2019	\$ 11,255,000		5.000%	\$290,050	
5/1/2020	\$ 11,255,000	\$635,000	5.000%	\$290,050	\$1,215,100
11/1/2020	\$ 10,620,000		5.000%	\$274,175	
5/1/2021	\$ 10,620,000	\$665,000	5.000%	\$274,175	\$1,213,350
11/1/2021	\$ 9,955,000		5.000%	\$257,550	
5/1/2022	\$ 9,955,000	\$700,000	5.000%	\$257,550	\$1,215,100
11/1/2022	\$ 9,255,000		5.000%	\$240,050	
5/1/2023	\$ 9,255,000	\$735,000	5.000%	\$240,050	\$1,215,100
11/1/2023	\$ 8,520,000		5.000%	\$221,675	
5/1/2024	\$ 8,520,000	\$770,000	5.000%	\$221,675	\$1,213,350
11/1/2024	\$ 7,750,000		5.000%	\$202,425	
5/1/2025	\$ 7,750,000	\$810,000	5.000%	\$202,425	\$1,214,850
11/1/2025	\$ 6,940,000		5.000%	\$182,175	
5/1/2026	\$ 6,940,000	\$850,000	5.250%	\$182,175	\$1,214,350
11/1/2026	\$ 6,090,000		5.250%	\$159,863	
5/1/2027	\$ 6,090,000	\$895,000	5.250%	\$159,863	\$1,214,725
11/1/2027	\$ 5,195,000		5.250%	\$136,369	
5/1/2028	\$ 5,195,000	\$940,000	5.250%	\$136,369	\$1,212,738
11/1/2028	\$ 4,255,000		5.250%	\$111,694	
5/1/2029	\$ 4,255,000	\$985,000	5.250%	\$111,694	\$1,208,388
11/1/2029	\$ 3,270,000		5.250%	\$85,838	
5/1/2030	\$ 3,270,000	\$1,035,000	5.250%	\$85,838	\$1,206,675
11/1/2030	\$ 2,235,000		5.250%	\$58,669	
5/1/2031	\$ 2,235,000	\$1,090,000	5.250%	\$58,669	\$1,207,338
11/1/2031	\$ 1,145,000		5.250%	\$30,056	
5/1/2032	\$ 1,145,000	\$1,145,000	5.250%	\$30,056	\$1,205,113
<b>Total</b>		<b>\$13,500,000</b>		<b>\$7,109,325</b>	<b>\$20,609,325</b>

**Summary of Revenues, Expenditures and Changes in Fund Balances**  
Fiscal Year 2016 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2014	ADOPTED BUDGET FY 2015	ACTUAL THRU JUN-2015	PROJECTED JUL- SEP-2015	TOTAL PROJECTED FY 2015	ANNUAL BUDGET FY 2016
<b>REVENUES</b>						
Interest - Investments	\$ -	\$ -	\$ 16	\$ 5	\$ 21	\$ -
Special Assmnts- Tax Collector	-	-	-	-	-	54,166
Special Assmnts- CDD Collected	-	-	-	-	-	1,013,028
Special Assmnts- Discounts	-	-	-	-	-	(2,167)
<b>TOTAL REVENUES</b>	<b>-</b>	<b>-</b>	<b>16</b>	<b>5</b>	<b>21</b>	<b>1,065,027</b>
<b>EXPENDITURES</b>						
<i>Administrative</i>						
Misc-Assessmnt Collection Cost	-	-	-	-	-	1,083
<b>Total Administrative</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,083</b>
<i>Debt Service</i>						
Principal Debt Retirement	-	-	-	-	-	390,000
Interest Expense	-	-	-	-	-	668,632
<b>Total Debt Service</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,058,632</b>
<i>Non-Operating</i>						
Underwriter	-	-	338,250	-	338,250	-
<b>Total non-Operating</b>	<b>-</b>	<b>-</b>	<b>338,250</b>	<b>-</b>	<b>338,250</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>338,250</b>	<b>-</b>	<b>338,250</b>	<b>1,059,715</b>
Excess (deficiency) of revenues						
Over (under) expenditures	-	-	(338,234)	5	(338,229)	5,312
<b>OTHER FINANCING SOURCES (USES)</b>						
Interfund Transfer - In	-	-	14,810	-	14,810	-
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
<b>TOTAL OTHER SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>693,060</b>	<b>-</b>	<b>693,060</b>	<b>5,312</b>
Net change in fund balance	-	-	354,826	5	354,831	5,312
<b>FUND BALANCE, BEGINNING</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>354,831</b>
<b>FUND BALANCE, ENDING</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 354,826</b>	<b>\$ 5</b>	<b>\$ 354,831</b>	<b>\$ 360,142</b>

**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
<b>Total</b>		<b>\$13,530,000</b>		<b>\$8,690,176</b>	<b>\$22,220,176</b>

**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.

## **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	FY 2015	% Change	FY 2016	FY 2015	% Change	FY 2016	FY 2015	% Change	FY 2016	FY 2015	% Change		
			O & M	O & M	(Decrease)/ Increase	Debt Service	Ex Series 2004Debt Service	(Decrease)/ Increase	Debt Service	Debt Service	(Decrease)	Total	Total	(Decrease)/ Increase		
A-1	A-1	n/a	\$ 486.65	\$ 457.26	6.43%	\$ -	\$ -	0.00%	\$ 605.71	\$ 635.08	-4.62%	\$ 1,092.36	\$ 1,092.34	0.00%	186	
B	SF	80	\$ 1,538.44	\$ 1,445.56	6.43%	\$ -	\$ -	0.00%	\$ 1,914.87	\$ 2,007.68	-4.62%	\$ 3,453.31	\$ 3,453.24	0.00%	9	
	SF	65	\$ 1,249.98	\$ 1,174.52	6.42%	\$ -	\$ -	0.00%	\$ 1,555.83	\$ 1,631.24	-4.62%	\$ 2,805.81	\$ 2,805.76	0.00%	25	
	SF	52	\$ 999.99	\$ 939.61	6.43%	\$ -	\$ -	0.00%	\$ 1,244.66	\$ 1,305.00	-4.62%	\$ 2,244.65	\$ 2,244.61	0.00%	35	
	SF	42	\$ 807.68	\$ 758.92	6.42%	\$ -	\$ -	0.00%	\$ 1,005.31	\$ 1,054.03	-4.62%	\$ 1,812.99	\$ 1,812.95	0.00%	22	
	SF	35	\$ 673.07	\$ 632.43	6.43%	\$ -	\$ -	0.00%	\$ 837.75	\$ 878.36	-4.62%	\$ 1,510.82	\$ 1,510.79	0.00%	15	
C-1	SF	80	\$ 1,513.16	\$ 1,421.81	6.42%	\$ -	\$ -	0.00%	\$ 1,883.40	\$ 1,974.70	-4.62%	\$ 3,396.56	\$ 3,396.51	0.00%	10	
	SF	65	\$ 1,229.45	\$ 1,155.22	6.43%	\$ -	\$ -	0.00%	\$ 1,530.26	\$ 1,604.44	-4.62%	\$ 2,759.71	\$ 2,759.66	0.00%	30	
	SF	52	\$ 983.56	\$ 924.17	6.43%	\$ -	\$ -	0.00%	\$ 1,224.21	\$ 1,283.55	-4.62%	\$ 2,207.77	\$ 2,207.72	0.00%	35	
	SF	42	\$ 794.41	\$ 746.45	6.43%	\$ -	\$ -	0.00%	\$ 988.78	\$ 1,036.72	-4.62%	\$ 1,783.19	\$ 1,783.17	0.00%	30	
	SF	35	\$ 662.01	\$ 622.04	6.43%	\$ -	\$ -	0.00%	\$ 823.98	\$ 863.93	-4.62%	\$ 1,485.99	\$ 1,485.97	0.00%	12	
C-2	SF	80	\$ 1,573.48	\$ 1,478.48	6.43%	\$ -	\$ -	0.00%	\$ 1,958.47	\$ 2,053.40	-4.62%	\$ 3,531.95	\$ 3,531.88	0.00%	4	
	SF	65	\$ 1,278.45	\$ 1,201.26	6.43%	\$ -	\$ -	0.00%	\$ 1,591.26	\$ 1,668.39	-4.62%	\$ 2,869.71	\$ 2,869.65	0.00%	14	
	SF	52	\$ 1,022.76	\$ 961.01	6.43%	\$ -	\$ -	0.00%	\$ 1,273.01	\$ 1,334.71	-4.62%	\$ 2,295.77	\$ 2,295.72	0.00%	13	
	SF	42	\$ 826.07	\$ 776.20	6.42%	\$ -	\$ -	0.00%	\$ 1,028.20	\$ 1,078.04	-4.62%	\$ 1,854.27	\$ 1,854.24	0.00%	31	
	SF	35	\$ 688.40	\$ 646.83	6.43%	\$ -	\$ -	0.00%	\$ 856.83	\$ 898.36	-4.62%	\$ 1,545.23	\$ 1,545.19	0.00%	25	
D-1	SF	80	\$ 1,625.63	\$ 1,527.48	6.43%	\$ -	\$ -	0.00%	\$ 2,023.39	\$ 2,121.47	-4.62%	\$ 3,649.02	\$ 3,648.95	0.00%	9	
	SF	65	\$ 1,320.82	\$ 1,241.08	6.43%	\$ -	\$ -	0.00%	\$ 1,644.00	\$ 1,723.69	-4.62%	\$ 2,964.82	\$ 2,964.77	0.00%	20	
	SF	52	\$ 1,056.66	\$ 992.86	6.43%	\$ -	\$ -	0.00%	\$ 1,315.20	\$ 1,378.95	-4.62%	\$ 2,371.86	\$ 2,371.81	0.00%	6	
D-2	SF	n/a	\$ 965.64	\$ 907.34	6.43%	\$ -	\$ -	0.00%	\$ 1,201.91	\$ 1,260.17	-4.62%	\$ 2,167.55	\$ 2,167.51	0.00%	11	
E	SF	n/a	\$ 2,576.51	\$ 2,420.95	6.43%	\$ -	\$ -	0.00%	\$ 3,206.92	\$ 3,362.37	-4.62%	\$ 5,783.43	\$ 5,783.32	0.00%	51	
G	SF	52	\$ 1,163.12	\$ 1,092.89	6.43%	\$ -	\$ -	0.00%	\$ 1,447.71	\$ 1,517.88	-4.62%	\$ 2,610.83	\$ 2,610.77	0.00%	62	
	SF	42	\$ 939.44	\$ 882.72	6.43%	\$ -	\$ -	0.00%	\$ 1,169.30	\$ 1,225.98	-4.62%	\$ 2,108.74	\$ 2,108.70	0.00%	85	
	SF	35	\$ 782.87	\$ 735.60	6.43%	\$ -	\$ -	0.00%	\$ 974.41	\$ 1,021.65	-4.62%	\$ 1,757.28	\$ 1,757.25	0.00%	39	
H-1	SF	35	\$ 875.01	\$ 822.18	6.43%	\$ -	\$ -	0.00%	\$ 1,073.54	\$ 1,125.54	-4.62%	\$ 1,948.55	\$ 1,947.72	N/A	39	
	SF	40	\$ 1,000.01	\$ 939.63	6.43%	\$ -	\$ -	0.00%	\$ 1,288.25	\$ 1,350.65	-4.62%	\$ 2,288.26	\$ 2,290.28	N/A	14	
	SF	50	\$ 1,250.01	\$ 1,174.54	6.43%	\$ -	\$ -	0.00%	\$ 1,594.98	\$ 1,672.28	-4.62%	\$ 2,844.99	\$ 2,846.82	N/A	13	
	TH	25	\$ 625.01	\$ 587.27	6.43%	\$ -	\$ -	0.00%	\$ 766.82	\$ 803.97	-4.62%	\$ 1,391.82	\$ 1,391.24	N/A	46	
Office			\$ 1,281.97	\$ 1,204.57	6.43%	\$ 1,541.52	\$ 1,672.99	-7.86%	\$ -	\$ -	N/A	\$ 2,823.49	\$ 2,877.56	-1.88%		0.28
GC			\$ -	\$ -	N/A	\$ 52,624.28	\$ 64,893.62	-18.91%	\$ -	\$ -	N/A	\$ 52,624.28	\$ 64,893.62	-18.91%		



# HARMONY

## Community Development District

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		
Unplatted															
A-2		\$ 4,303.76	\$ 4,043.91	6.43%	\$ -	\$ -	0.00%	\$ 5,389.81	\$ 5,616.45	-4.04%	\$ 9,693.57	\$ 9,660.37	0.34%		4.4
H-2		\$ 4,303.76	\$ 4,043.91	6.43%	\$ -	\$ -	0.00%	\$ 5,389.81	\$ 5,616.45	-4.04%	\$ 9,693.57	\$ 9,660.37	0.34%		17.82
F		\$ 4,303.76	\$ 4,043.91	6.43%	\$ -	\$ -	0.00%	\$ 5,389.81	\$ 5,616.45	-4.04%	\$ 9,693.57	\$ 9,660.37	0.34%		15.95
M		\$ 4,303.76	\$ 4,043.91	6.43%	\$ -	\$ -	0.00%	\$ 5,389.81	\$ 5,616.45	-4.04%	\$ 9,693.57	\$ 9,660.37	0.34%		7.39
I/J/K/L	40	\$ 1,220.42	N/A	0.00%	\$ 1,467.51	N/A	0.00%	\$ -	N/A	0.00%	\$ 2,687.92	N/A	0.00%	187	
	50	\$ 1,525.52	N/A	0.00%	\$ 1,834.38	N/A	0.00%	\$ -	N/A	0.00%	\$ 3,359.90	N/A	0.00%	148	
	60	\$ 1,830.62	N/A	0.00%	\$ 2,201.26	N/A	0.00%	\$ -	N/A	0.00%	\$ 4,031.88	N/A	0.00%	62	
Office		\$ 4,303.76	\$ 4,043.91	6.43%	\$ 5,175.11	\$ 5,616.45	-7.86%	\$ -	\$ -	0.00%	\$ 9,478.87	\$ 9,660.37	-1.88%		26.34
TC		\$ 4,303.76	\$ 4,043.91	6.43%	\$ 5,175.11	\$ 5,616.45	-7.86%	\$ -	\$ -	0.00%	\$ 9,478.87	\$ 9,660.37	-1.88%		29.97
Comm		\$ 4,303.76	\$ 4,043.91	6.43%	\$ 5,175.11	\$ 5,616.45	-7.86%	\$ -	\$ -	0.00%	\$ 9,478.87	\$ 9,660.37	-1.88%		7.58
Total														1,288.00	109.73

**9E.**

# 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: Harmony Soccer Club.

Address: PO Box 701835 St Cloud FL 34770

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: Frank Butrofski E-mail: frank@pointbreezecommunications.com

Work Phone: \_\_\_\_\_ Cell Phone: 570-814-0410

### EVENT INFORMATION

Type of event: Soccer league

Requested location: Soccer field

Event date(s): 8/17 - 11/14/2015 Times From: M + W 5:30pm - 6:30pm  
Sat 9:00(a.m)/p.m.) To: 12:00a.m.(p.m.)

Anticipated # of attendees: 65. What age group? U5 - U12

**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? 0

Please describe vendors/type that will occur on day of event: none

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 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:**

- 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: 5/5/15

Printed Name: Kevin Archibald

**APPROVAL FROM HARMONY CDD**

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

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

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

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