# HARMONY COMMUNITY DEVELOPMENT DISTRICT

**AUGUST 27, 2015** 

**AGENDA PACKAGE** 

# **Harmony Community Development District**

Agenda Page #2

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

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

August 17, 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**, **August 27**, **2015** at **6:00 p.m.** at the Harmony Community School located at 3365 Schoolhouse Road, St. Cloud, Florida. Following is the advance agenda for the meeting:

- 1. Roll Call
- 2. Audience Comments
- 3. Approval of the Minutes of the July 30, 2015 Meeting
- 4. Public Hearing for Adoption of the Fiscal Year 2016 Budget
  - A. Fiscal Year 2016 Budget
  - **B.** Consideration of Resolution 2015-08 Adopting the Fiscal Year 2016 Budget
  - **C.** Consideration of Resolution 2015-09 Levying the Assessments for the Fiscal Year 2016 Budget
- 5. Subcontractor Reports
  - A. Aquatic Weed Control Bio-Tech Consulting Monthly Highlight Report
  - **B.** Landscaping Davey Tree Monthly Highlight Report
- 6. Developer's Report
- 7. Staff Reports
  - A. Engineer
  - **B.** Attorney
  - C. Field Manager
    - i. Dock and Maintenance Activities Report
    - ii. Buck Lake Boat Use Report
- 8. Discussion Items
  - **A.** Discussion of Landscape Issues
- 9. Facility Usage Applications
  - **A.** Harmony Community Church for a Pumpkin Patch
  - **B.** Life Church of Central Florida for Halloween Trunk or Treat
  - C. Life Church of Central Florida for Christmas Eve Worship
  - **D.** Harmony Community School for Learn to Swim
- 10. District Manager's Report

**A.** July 31, 2015 Financial Statements

- Agenda Page #3
- **B.** Invoice Approval #184, Check Register and Debit Invoices
- C. Website Statistics
- **D.** Acceptance of the Arbitrage Rebate Report for the Series 2004 Capital Improvement Revenue Bonds
- **E.** Consideration of Engagement Letter with Grau & Associates to Perform the Fiscal Year 2015 Audit
- **F.** Fiscal Year 2016 Meeting Schedule
- **G.** Approval of Incumbency Certificate
- 11. Supervisor Requests
- 12. Adjournment

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

Sincerely,

Gary L. Moyer
Gary L. Moyer

District Manager

# **Third Order of Business**

# MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

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

# Present and constituting a quorum were:

Steve BerubeChairmanRay WallsVice ChairmanDavid FarnsworthAssistant SecretaryKerul KasselAssistant SecretaryMark LeMenagerAssistant Secretary

## Also present were:

Gary Moyer Manager: Moyer Management Group
Tim Qualls Attorney: Young, van Assenderp & Qualls, P.A.

Steve Boyd Engineer: Boyd Civil Engineering

Garth Rinard Davey Tree

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

Ms. Rachael Garwood stated we live behind an alley and people who do not live there are speeding. We have children on the street.

Mr. Berube stated speeding in the alleys has been a cause for concern a number of times. I think we dealt with this issue three or four months ago when there was an incident with a couple of small dogs. I do not recall the conclusion. We discussed alley speeds and speed limit signs.

Ms. Kassel stated several months ago, we discussed it and did not come to any conclusion. I believe there are speed limit signs in the alleys. There used to be 10 mph speed limit signs. I do not know the cost for painting a speed limit sign at the entrances to each alley.

Mr. Boyd stated the cost would not be significantly large. I can contact the striping company and find out the cost.

Ms. Kassel asked what do the other Board members think about that idea?

A Resident responded my problem with that is the cost. Would it make any difference because there is no legal enforcement? We requested a speed limit sign and people ignore it. It cannot be enforced because it is not a street.

Mr. Berube stated that is always a problem with any rule that you make or sign that you install. You can have a rule and you can have a sign, but what do you do when people ignore it?

Ms. Kassel responded if you do not have any posted signs, certainly people are not going to think to limit their speed. If you have a posted sign, at least there is a greater chance that they will limit their speed.

Mr. LeMenager stated you know my opinion. It is only going to get solved when you have traffic-calming measures. A 17- or 18-year-old kid could care less about a speed limit sign. We all know that is true. If you watched the Tour de France, you saw them go over hundreds if not thousands of traffic-calming measures. When I say the words "speed bump," everybody thinks about the American contraptions, which is a little pyramid. That is not a traffic-calming measure. You need traffic-calming measures. With a three-foot-wide hump, you can only do 15 to 20 mph going over it, but you can do it quite comfortably. We talked about speeding in the past. I am sure that we will talk about it many, many times, and at the end of the day, the Europeans have the right idea. The only way that you are going to slow people down is to put in traffic-calming measures.

Mr. Berube stated there are signs generally available relatively economically. I think all of you have probably seen the yellow signs that sit on a pole saying "Slow, Children at Play." That is probably as effective a measure as everything else, because if you put up a 10 mph speed limit sign, you will always have the guy who wants to challenge it and go 15 mph. No matter what number you put, someone will always challenge it. If the idea is to get people to think that kids are playing around, maybe the signs are the way to go. Because of the quantities that those signs are sold in, you can probably put up a sign like that for \$50. The question becomes how many you need to put up. Do you put up 20, 30, or 40 signs, and where do you put them? If you want them at the entrance to every alley, you will need 16 to 18 signs and maybe scatter them in other places around town. Twenty signs at \$50 each is \$1,000. Is that a good investment? I do not know. Visually,

do we want more signs? We have a good audience here tonight. Who would like to see "Slow, Children at Play" signs around town for an investment of \$1,000?

Ms. Kassel responded versus speed bumps.

Mr. Berube responded two people raised their hands. Who would like to have speed bumps behind their house and listen to cars and trucks all day long going over the speed bumps? No one raised their hands. How about speed bumps and never mind the noise?

Ms. Kassel responded four people raised their hands.

The Resident asked what about speed limit signs?

Ms. Kassel responded we talked about having one at the entrance at the alleys on the ground so that cars, as they are entering the alley, will see it on the ground in front of them.

The Resident asked can you put a 25 mph speed limit sign at the crosswalk?

Ms. Kassel responded we can have a 15 or 10 mph speed limit sign.

Mr. Berube asked do you want to have a 25 mph speed limit in the alleys?

Ms. Kassel responded no.

The Resident stated no, the roads.

Mr. Berube stated we are only talking about the alleys. There is not much that we can do about the roads.

The Resident stated the alleys should be 10 mph.

Mr. Berube stated as you can see, there is no good consensus to this.

Ms. Garwood stated I think a "Slow, Children at Play" sign would be fine. People go flying by, and they do not even live on the alley. It is a short cut for them.

Mr. Berube stated at some point, maybe we can get consensus of something that works.

Mr. Bill Fife stated I wanted to talk about the parks. From all the talk online, it seems like there are a lot of different options. I want to make sure that we are doing what is best for the community at large. We should do what everyone wants. People who live by the Green park have their opinions. People who live by the pipeline have other opinions. I just want to make sure that everybody gets what they want.

Mr. Berube stated there have been a number of exchanges on Facebook, which is generally how many of these issues engender discussion. Clearly, there have been a lot of different opinions. You always have the naysayers who say not to spend any money

on parks, and other people say to spend all of the money on parks. I am not sure, based on the responses to the various Facebook posts over the last five or six months, that we really need to do a survey. Maybe it is a good idea and maybe it is not. You will get the same 15 or 20 people who will offer their opinion, usually. I do not know but we will have further discussion on that. As much opinion as we can get is fine. Certainly, we have not had a cohesive discussion on this yet, but that is going to form up tonight, based on this agenda item. Now we will be able to have a yea or nay.

## THIRD ORDER OF BUSINESS

# **Approval of Minutes**

- A. June 25, 2015 Regular Meeting
- B. June 26, 2015 Budget Workshop

Mr. Berube reviewed the minutes of the June 25, 2015, regular meeting and June 26, 2015, budget workshop and requested any additions, corrections, notations, or deletions.

Ms. Kassel stated I sent some corrections to Mr. Moyer, which I believe were sent out to the rest of the Board.

On MOTION by Mr. Walls, seconded by Ms. Kassel, with all in favor, unanimous approval was given to the minutes of the June 25, 2015, regular meeting and June 26, 2015, budget workshop, as amended.

## **FOURTH ORDER OF BUSINESS**

## **Public Hearing for Rulemaking**

# A. Public Hearing to Adopt Final Amended Rules of Procedure and Fee Schedule for Recreational Facilities

Mr. Moyer stated the Board received in their agenda package, the rules and policies dated 2015, which this Board worked on for at least the past four months. We had numerous discussions at about every meeting during that period of time. They have now been reduced to writing, which is on the website. The Board members had input into this process. This meeting has been properly noticed for rule adoption pursuant to the provisions of Chapter 120, Florida Statutes, which is the Florida Administrative Code. It is now appropriate for the Board to take public comment on these rules.

Mr. Berube opened the public hearing and asked for public comments. There being none, the next item followed.

# B. Consideration of Resolution 2015-07 Adopting the Final Amended Rules of Procedure and Fee Schedule for Recreational Facilities

Mr. Moyer read Resolution 2015-07 into the record by title.

Mr. Farnsworth made a MOTION to approve Resolution 2015-07 adopting the final amended rules of procedure and fee schedule for recreational facilities, as presented.

Mr. Walls seconded the motion.

Mr. Qualls stated before the Board votes on the rules, I performed a thorough technical review of the rules and have a couple comments. I request that the Board approve the motion, subject to District counsel providing these comments to Ms. Brenda Burgess. On page 75 on your agenda package, where it says "Law implemented," I added Section 287.055, Florida Statutes. We went through and made sure that all of the cites were accurate.

Mr. Berube stated we went on the record when Ms. Burgess was putting all of this together and we all agreed to the technical and typographical changes. It was already part of the record, but that is a good point.

- Mr. Qualls stated Ms. Burgess did a fabulous job.
- Mr. Berube stated it looks beautiful.
- Mr. Walls stated it looks really nice.
- Ms. Kassel stated thank you, Ms. Burgess.
- Mr. Berube stated this is the nicest document that has ever been on the website.
- Ms. LeMenager stated it looks professional.
- Mr. Moyer stated Ms. Burgess would want me to give some of this credit to Mr. Farnsworth. He did a lot of hard work on this, which was invaluable to this process.
- Mr. LeMenager stated I agree and I was going to mention that. Mr. Farnsworth took it upon himself to make sure that this document was decent. He did a wonderful job for us.
  - Ms. Kassel stated indeed. It was well organized and included all of the appendices.
  - Mr. Berube stated finally the rules package looks like it makes sense.

Upon VOICE VOTE, with all in favor, unanimous approval was given to Resolution 2015-07 adopting the final amended rules of procedure and fee schedule for recreational facilities, as presented, subject to technical and typographical changes.

# FIFTH 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 stated we have no one here from Bio-Tech.

Ms. Kassel stated I just wanted to update you on recent events. I do not know if you received a copy of a report that was sent to Mr. Moyer this afternoon. Apparently, someone mentioned on one of the Harmony Facebook pages that they were a marine biologist and were looking for a tutoring job in Harmony. Whoever it was got in touch with me, and we drove around the ponds. She is a marine biologist with a bachelor of science degree from Coastal Carolina University and a masters degree in environmental management and geographic information systems from Florida Institute of Technology. She started her career as a chemistry and biology teacher at a high school in Kissimmee and then helped to manage all of the lakes and streams within the Reedy Creek Improvement District also known as Disney World. Now, she works at the Department of Environmental Protection as a chemist. When we drove around a number of ponds, she made a number of recommendations as to pond management. I have also been in contact with some other people and I am waiting for return calls. One person from IFAS backed out the day of the appointment. Unfortunately, he said that it would seem like private consulting. I still have some appointments. Someone from Winter Park may be able to do some consulting for us for free to act as an independent expert. We have Bio-Tech telling us one thing and we have our own ideas. Now we need somebody to give us an unbiased opinion. The marine biologist's name is Ms. Jennifer Dwyer.

Mr. Berube asked is she a resident?

Ms. Kassel responded yes. She has lived here for three or four weeks and made some great recommendations. Now, we have to look at our management plan and tell Bio-Tech or maybe go out for an RFP based on these recommendations that we receive from Ms. Dwyer and this other independent consultant to revise what we are doing so that it works better overall. We went to the pond on the northeast corner of the front nine. It is in the back corner of the Estates on the golf course. It is a torpedo grass festival. The torpedo grass is starting to grow into the center of the pond. It apparently has not been managed. Something that the Bio-Tech contract calls for is someone from Harmony to go around with them on a monthly basis. It would be a good idea to take photographs of the ponds, noting where there are problems, having Bio-Tech or whatever contractor suggest what the remedies are going to be, and then taking a picture next month or the

month after so that we can see, as a Board, what management is happening and if it is effective.

Mr. Berube stated I already asked Mr. van der Snel to do exactly that, take a picture from the same perspective on a monthly basis. I would like for him to get the entire pond in one picture. That should have started this month. For the larger ponds like Long Pond, you are going to need two or three pictures. In a year, you can flip through the pictures and see how the pond looks. We can do this as we have the guys whose phones have cameras. I agree that we need to manage this better.

Ms. Kassel stated we do. The picture of the entire pond is important, but for the areas where there are problems within the pond, a picture of the entire pond is not going to highlight where there are real issues. We need that, too. Mr. Moyer will send this out to the rest of the Board for consideration between now and then. I will see if I can get this person from Winter Park to give us a consultation and have his recommendations. Then we can review it and see what we can do. I will ask them for other recommendations for other vendors, just to see who else is out there and what they would supply us with and charge us. It cannot hurt after all this time to have other people bid on it and see what they would say.

Mr. Berube asked is Ms. Dwyer offering her services for free, or does she want to get paid on a long-term basis? I do not have any problem paying her.

Ms. Kassel responded we have not discussed that. As a new resident, she was interested in this and she went around *gratis*. For an hour and a half, we went around to the ponds, and she prepared a one-and-a-half-page report. She is not expecting any money. I am sure that she would love to be paid as a consultant, but that was not part of our conversation.

Mr. Berube stated if we are going to do this and take her on as a consultant, it is nice that people offer their time, but she might be getting into more than she anticipates. I do not have any problem paying her.

Mr. Walls stated before we talk about that, we need to figure out what our overall scheme is and how we are going to do it. Ms. Kassel is on the right track.

Mr. Berube stated this has been coming up over the last several months because Bio-Tech's contract is either going to renew or not on October 1.

Ms. Kassel stated I do not know if you read in the news that Bio-Tech was involved in a very egregious destruction of a newly replanted area that was supposed to improve biodiversity in an Osceola County park. It was apparently unintentional. Do you know anything about that, Mr. Berube?

Mr. Berube responded yes, Twin Hammocks I believe.

Ms. Kassel stated it was a conservation area. They were involved in this rather unfortunate debacle.

Mr. Berube stated it is my recommendation that we send Bio-Tech a letter informing them that we are not going to renew their contract effective October 1.

Ms. Kassel stated I think that may be premature.

Mr. Berube asked why? We already know what they are going to do, which is to tell us that we need chemical treatments. You heard that last month.

Ms. Kassel stated maybe or maybe not. It cannot hurt to get a new proposal from them. Maybe they will change their tune. It is not going to cost us anything to get a proposal from them.

Mr. Berube stated I just want to stop the current practice, which is where we are at. If we let it go past October 1, we are going to be renewing the contract automatically.

Mr. Moyer stated there is one thing that you have to deal with. When we go out to bid on anything, we need a detailed specification so everyone knows what they are bidding on. There is whole spectrum of how you manage aquatics. To the degree that she has worked with Reedy Creek, Reedy Creek is a public agency, and those specifications ought to be available to us. I think that might be a good place to start, which is to look at what they are doing. They certainly have some qualified people who are environmentalists, some of whom I know. I think that is where we need to start. It can be a very simple specification or a complex one.

Mr. LeMenager stated pragmatically speaking, it is August 1, and there is no way in the world that you can send out a bid by October 1. We are already too late.

Mr. Walls stated I would have to see the contract, but I do not think that we are locked in.

Mr. Berube stated we are only managing our ponds once a quarter anyway. If we go from now, we could have five months with no pond treatment but three of those would probably be part of the normal cycle anyway. The reality is that we discussed this several

times in the past, and we keep renewing with Bio-Tech. The other issue is if we continue to treat the golf course ponds for aesthetics. I am saying that we do not treat them, and that is part of the new proposal.

Mr. LeMenager asked when do we actually get to see this proposal?

Mr. Berube responded fairly soon.

Mr. LeMenager stated as we discussed last month, you are a well-intentioned layman, and we need to get some people like Ms. Dwyer who know what they are talking about and are not just unintentioned. I am not disagreeing with you. You are very well intentioned, but what do you know about it? You are basing this on what you read on the internet.

Mr. Berube responded I know what I see. The point is that we have to make a decision about our current pond management plan, and that deadline is looming. Do we allow Bio-Tech to renew or stop them as of October 1?

Mr. Walls responded I think we need to look at the contract to see whether it is month-to-month or whether we can terminate it at any time.

Ms. Kassel stated I think we are on a month-to-month basis.

Mr. Qualls stated I do not know. I think step one is to look at your current contract and find what the termination language says. I can have an answer for you tomorrow.

Ms. Kassel stated I have a copy of it.

Mr. Berube stated so do I.

Ms. Kassel stated I seem to recall that we are on a month-to-month basis.

Mr. Berube stated most of our contracts terminate with 30 days' notice.

Mr. Walls stated if that is the case, I recommend doing what you are doing and do not stop treating the ponds until you figure out what you are going to do next.

Ms. Kassel stated I agree.

Mr. Berube stated since Ms. Kassel is in contact with Ms. Dwyer, please contact her again and tell her that we want to explore the possibility of having her be our long-term consultant. If she wants to charge us for that, we need to know what that figure is going to be. I think it is a great idea.

Mr. Walls stated I think what has happened is, she provided us with a recommendation, and we are probably going to hire a company once you implement those recommendations. We do not need a consultant perpetually.

- Ms. Kassel stated maybe, if the consultant is once or twice a year to see whether or not our pond management practices are doing the job correctly.
- Mr. Berube stated we already started taking photographs, and we will continue doing that. Ms. Dwyer can continually to look at the ponds visually. Over time, we will have the photographic record, and we will be doing active management rather than just telling people to just go treat the ponds.
- Mr. LeMenager stated I like what Mr. Moyer said about getting a copy of what Disney or Celebration has.
  - Ms. Kassel stated that is in addition to what we are talking about.
- Mr. Qualls stated I pulled up a non-executed version of Bio-Tech's contract. We use the standard form, and the Board is correct. I want to make it clear that I am not looking at the final version. There is a 30-day termination notice requirement.
  - Mr. Berube stated the renewal is not a big deal.
- Mr. LeMenager stated we do not need to have a formal RFP. It is well under the \$195,000 threshold.
  - Mr. Moyer stated you are correct; it does not have to be formal.
  - Ms. Kassel stated we need to have an RFP that is clear and thorough.
  - Mr. Berube stated that reflects what we want to do.
  - Mr. Walls stated the scope of work shows what we want.
- Mr. LeMenager stated we do need to have an RFP unless we have an expert prepare the RFP. We need to tell a number companies who we are and what we want to do and provide proposals on how we can achieve that. Frankly, if the seven people sitting here write the RFP, none of us know anything about it.
- Mr. Berube stated I like having resident input and guidance, and Ms. Dwyer is a resident. She seems to be very well credentialed.
  - Ms. Kassel stated we have another person in Harmony we can contact.
  - Mr. Berube stated we can get their recommendation and make that part of the RFP.
- Mr. Walls stated I think that the scope of work is very simple. We want to make sure that we keep invasive plants out of our ponds, make sure that the outfalls are clear, and make sure the ponds function properly. We do not want to use chemicals. We make that our point.
  - Ms. Kassel stated I think there is a lot more to it than that.

Mr. Walls stated what I am saying is, if we do not want to use chemicals, we make it a point and tell them that we want to maintain the ponds with the least amount of chemicals as possible. I think that the scope of work is simple. You can put that out there and see what they come back with and compare that with the recommendations we were given. Then we can decide what works best.

Ms. Kassel stated I will contact Ms. Dwyer and request RCID's pond management plan. I do not know if you want to contact her or for me to contact her. At least we have that to look at to see if their management plan already works for us so we do not have to make it up on our own. They are already an expert at making sure that their management works.

Mr. Moyer stated since Ms. Kassel has experience with Ms. Dwyer, I recommend that you contact her. If for some reason she cannot obtain the plan, we can get Celebration's management plan.

Mr. Berube stated the next thing that we need to think about is if we want to continue managing all the golf course ponds or just limit it to CDD-owned ponds.

Ms. Kassel stated I think that the answer or the advice will come from these consultants because the ponds are interconnected. I know that Mr. Boyd can tell us whether or not we are obligated as a CDD to maintain those ponds. I think that is a consideration, but this advice will tell us if it is a better idea to maintain those ponds because they are part of the water retention infrastructure.

Mr. Boyd stated as far as if the District is obligated to maintain them, I would say that the ponds were platted with CDD easements over them for the purpose of maintenance. From the standpoint of flood protection, I think that you should consider yourself obligated to maintain and protect them.

Mr. LeMenager stated I would think that we want to. If you went through Tropical Storm Fay where it rained for 72 hours straight, your ponds worked very well. We want to make sure the next time it rains constantly for 72 hours, that the ponds work very well. If that means that we continue to maintain the golf course, we need to do so because it is one system. At a certain level, there is only one pond.

Mr. Boyd stated I can assist with letting her know how they are connected.

Ms. Kassel stated that would be helpful.

Mr. Boyd stated as far as from a hydraulic standpoint, that is the most important aspect. From a standpoint of how the ponds look in terms of how much algae are there and how green they are, to a certain extent, that does not affect how they function hydraulically until you get to a certain point of where they get choked, which is an aesthetic point that you would really not want to live with anyway. At that point, you can start looking to see if the outfall is clogged.

Mr. LeMenager stated I am concerned with respect to this Board potentially developing an "us" versus "them" relationship with the golf course.

Ms. Kassel asked the developer or the golf course?

Mr. LeMenager stated the golf course.

Mr. Berube stated they are tied together.

Mr. LeMenager stated yes, but we certainly have all seen stories in the news about communities that lost their golf course because it went bankrupt. Do I love the way that the original developer set this up? No, but you deal with the cards that you are dealt. I think it is very important that within the law, we do whatever is necessary to encourage the golf course to be successful. The original concept of Harmony is long gone. This is now a golf course community well out of town. If we let the golf course go seedy and the ponds do not look good, it is a slippery slope. Do I love supporting the golf course? No, absolutely not. Am I afraid of what happens if we do not support it and suddenly at some point when the developer is gone, no one wants to run it? You definitely have to keep that in the back of your mind.

Mr. Walls stated I do not mind incorporating the golf course into whatever plan we have going forward. I think there needs to be the recognition that we are probably doing more than we have to, and there should be some type of *quid pro quo* in terms of us never having to pay for a meeting room there.

Mr. LeMenager stated I agree with that completely.

Mr. Walls stated they need to recognize that we are helping to keep the golf course look nice and we should get something in return.

Mr. Boyd stated most golf course communities have houses on them, so the golf course is really benefitting the owners who live on it. If there is a pond on the golf course, only the people who live on the golf course see it. Your community was designed in a way that golf course is open space. You cannot see all of the ponds from the street,

but a large majority of them are visible from homes and/or streets. When you think of the golf course, you have to think of it as open space for the entire development, as well as the golf course.

Ms. Kassel stated the goals that we have published on our website, in terms of the ponds, does not just talk about stormwater retention functionality. It talks about water quality. It talks about maintaining historic water levels and flows; preserving historic storage for the 100-year storm event; providing positive drainage for streets, parks and neighborhoods; serving as an asset to the community; and providing wildlife habitat. All of those things are goals. It is not just stormwater retention and functionality. There are a larger set of goals that we are tasked with in terms of our decision making for managing those ponds.

Mr. Berube stated I agree. I take the contrary viewpoint sometimes just to engender discussion, and we have had a lot of good discussion here. I am not against Mr. LeMenager's point of maintaining the golf course ponds, as long as everyone knows that we may not have to. It is not anti-developer.

# 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. Rinard stated on the whole, we continue to be in good shape. The biggest battles right now are with the irrigation and chinch bug activity. These are in isolated areas. Spot treatments continue. I think you have probably noticed that there has been sod patching going on. We have been able to keep up with routine items as well as specific plantings. We have some tree trimming, but I think I noted in the summary that we are slightly behind. We will resume the beginning of next week.

Mr. Farnsworth asked does that include some of the questions that I raised where some of the street lights are getting branches that are weaving all around the poles?

Mr. Rinard responded yes. We have a lift coming in next week to address those items.

Mr. Berube stated we skipped trimming the interior trees last year. I know that you drive around the community fairly frequently. Is it time to trim those trees? It seems like it is time to trim the trees on the interior streets.

Mr. Rinard stated we talked about that before as far as the cycles are concerned. They are on a two- to three-year cycle. I think we are ready to trim them.

Mr. Berube stated some trees have never been trimmed before, and there are new streets, especially across the street, as well as the main streets. Maybe we need some guidance from you. Is it more economically feasible to trim the entire community at one time, considering staging?

Mr. Rinard responded yes.

Mr. Berube asked is it 25% more feasible, 20%, or 10%?

Mr. Rinard responded I do not know that I can get that to you right now. I would have to look at the scope.

Mr. Berube stated in prior years, we paid somewhere between \$15,000 and \$17,000 to do the interior streets and the exterior streets. Would that still be a reasonable number and should we use it for budgeting purposes?

Mr. Rinard responded it is a reasonable number. You might push that to \$17,000 to \$19,000. It is the same ballpark.

Mr. Berube asked how about pushing it to \$16,000 to \$18,000?

Mr. Rinard stated we have more trees.

Mr. Berube stated I know. We have to plug these numbers in. The next time that you are driving around, look at everything. We are probably going to ask you for a couple of proposals for the interior trees versus the exterior trees and putting it all together.

Mr. Rinard asked how soon do you need to have a proposal?

Mr. Berube responded the numbers you gave us are close enough. We will put those numbers in the budget. Certainly we are not going to trim them until November or December. We can look over the proposals and make the final decision. Is everyone happy with what is going on with landscaping?

A Resident asked yes. As you are driving around, I see a lot of trees that are on what I call the parkways, the area between the street and the sidewalk. Is the home owner responsible for those trees? There are shoots coming up, and the entire tree looks like a bush rather than a tree. Is that the home owner's responsibility to trim that, or is it the CDD's responsibility to trim them?

Mr. Rinard responded my answer to that depends on the location. In essence, the outer perimeter of the boulevards and main drives are the CDD's responsibility, but the interior areas in neighborhoods are basically the residents' responsibility.

Mr. Berube stated Schoolhouse Road, Five Oaks, and Cat Brier are maintained by the CDD from the ground up. For the interior streets, we have historically asked residents to maintain them to keep them clean and neat.

The Resident asked does a notice go out to the residents? Some of them look really bad.

Ms. Kassel stated the HROA should be sending out notices on trees.

Mr. Berube stated no. They are our trees. If you have some addresses, provide them to me, and we will decide what to do about them. Take a look around and if you have a concern like that, email me or send me a personal message and we will handle it.

Mr. LeMenager stated I have reminded residents to take out their clippers and trim the trees. I have done that.

The Resident stated I have done that on occasion, but some of these are so bad.

Mr. Berube stated once I have a list of addresses, I will met with Mr. Jon Rukkila and take care of it.

A Resident stated I sent an email to Mr. Berube about our tree. Sometime this year, I have seen pink or orange tags around our trees. I did not know what they were for so I removed them. Someone told me you probably put them there to mark a tree that needed to be trimmed.

Mr. Rinard stated I do not recall putting tags on trees but it is possible. I do not know the reason for them. There are no major concerns with the trees.

Mr. LeMenager stated we do not maintain trees for height. However high they get is how high they get. There is nothing that we can do about that. We do not crown trees.

A Resident stated the area around the garden outside of the garden fence, now that the HROA has taken over the garden, I think that you are mowing outside of that area.

Mr. Rinard stated we mow it on a courtesy basis. This time of year, it is a one-week to 10-day cycle, which may stretch depending on what is going on.

The Resident stated I just took over the garden and I am trying to find out who is doing what.

A Resident stated there is a home owner on the interior that has a tree encroaching over the sidewalk. What is the height that we, as home owners, need to have it?

Mr. Berube responded to 10 feet. It is a courtesy request.

A Resident stated but not mandatory.

Mr. Berube stated we cannot make it mandatory.

# SIXTH ORDER OF BUSINESS Developer's Report

Mr. Berube stated there are no representatives here from the developer but I have some issues. The fence along U.S. Hwy 192 has become decrepit. Starwood had some relatively new fence at another development that they were removing a fence from. The problem was that the posts had been cemented into the ground, so it was not worth taking those out. We have 800 feet of boards for a fence. Starwood is willing to donate that toward replacing the entire fence along U.S. Hwy 192.

Mr. LeMenager asked the entire length along U.S. Hwy 192?

Mr. Berube responded the portion that is on our property.

Mr. LeMenager asked how does it look bad?

Mr. Berube responded go look at it. It is turning black and the boards are dry and cracking. It has been pressure washed too many times and in the sun for 12 years. It is not worth cleaning. The developer says that we can have that 800 feet of fence. There is four times more length than that, so it is a quarter of the length. We would have to replace all of the posts that are in concrete here as well. To replace that entire fence is easily going to be \$10,000 plus. All that we get out of it is 800 feet, give or take, of white boards. My opinion is that the fence does not do us any good, whether it is clean, white, green, black, or otherwise. I do not want to see a lousy-looking fence out there, but I also do not want to spend any more CDD money cleaning it because it is a lost cause. My suspicion is, if we do nothing with the fence, the developer is going to take care of it because they do not want a lousy-looking fence.

Ms. Kassel asked are you putting this in the public minutes?

Mr. Berube responded yes, I am. I have nothing to hide. Mr. Bob Glantz can listen to this and read the minutes. We already had this discussion, so he knows exactly what I am saying. I am not willing to spend all of that money to replace a fence that I do not even think we own but we have been maintaining for years. The reality is that we have been paying \$5,000 every single year to clean that fence, which does not do the home owners any good other than having a relatively pretty fence. That is my thought and I am looking for Board input as to whether or not we want to clean the fence again.

Mr. LeMenager stated I want to take a look at it. I drive through the western entrance all the time and it never jumped out at me.

Mr. Walls stated I would like clarification on what we actually own in terms of the fence. We do not own the entire stretch from end to end along U.S. Hwy 192.

Mr. Berube stated no, we do not.

Mr. Walls stated our boundaries stop at the landscaped portion.

Mr. Berube stated that is correct.

Ms. Kassel stated Mr. Boyd would probably know.

Mr. Boyd stated I think that the CDD's fence boundary goes from the pond on the east side of the Town Center just to end of neighborhood H-2. Beyond that is outside of the CDD.

Ms. Kassel stated my sense is that perhaps we do not need to do anything for the next month or two. We should wait and see what develops.

Mr. LeMenager stated that is a good plan.

A Resident asked what happens if a teenager is climbing on the fence and it topples over onto the teenager? Is the CDD responsible?

Mr. Berube responded I have not seen the teenager, but the fence is not decrepit to the point where it is a safety issue. We are talking about the white fence along U.S. Hwy 192.

The Resident stated I know exactly where you are talking about.

Mr. Berube stated I am not sure that children play on it. Technically, the CDD is responsible for anything that happens on our land, but that only becomes a problem if we are negligent. We try very diligently not to be negligent in anything that we do. You cannot run on what ifs. The fence is not a safety issue. This is an appearance issue only. Anything that we spend money on that fence is just for appearance. I do not think appearance is that important to the residents. I really believe that if we do not do anything with the fence, the developer does not want a lousy-looking fence. That is my opinion. A couple of years ago, we appropriated money for a larger dock. We are considering spending some money on boats in next year's budget. We do not have the room to accommodate any additional boats. We also had some storm damage to the dock and the boats. Our plan with the original larger dock was to make that dock an H shape so there would be an interior portion to the dock. In the event of a storm, we can move the boats inside to protect them from the wind. That all was scrapped because there was a problem with the permitting. I contacted Mr. Glantz earlier this month and they said

that we are free to work directly with Mr. Jay Baker of Bio-Tech who is good in permitting with DEP. Is the Board ready to start this permitting process? It does not affect us. It is going to be between Harmony Development Company and DEP, but Mr. Glantz turned it over to us to get all of this started so we can accomplish the rest of our dock. I think that if we are committed to purchase boats, we need a bigger dock. Even if we do not buy a boat, it is nice to have the protected area. If the Board is okay, we will start the permitting process.

Mr. LeMenager stated as long as it does not commit us to spend the money.

Mr. Berube stated the money has already been set aside. We put it somewhere in the budget. We had appropriated the \$44,000.

Mr. LeMenager asked can we use some of the \$100,000 on that item?

Mr. Berube responded for recreation, sure.

Ms. Kassel stated I think that residents are counting on us to spend that money elsewhere. Do you know how much left we have of that \$44,000?

Mr. Berube responded I believe that we spent half.

Mr. Moyer stated keep in mind, the \$42,000 that was not spent drops down to fund balance. That is part of your financials. We will discuss that as part of the OUC buyout of the street lights. There is money available, but you have a bunch of priorities that you plan to use that fund balance on. It was not earmarked; it was all in fund balance.

Mr. Berube stated if you recall, we originally thought that the dock was going to be \$44,000 and it decreased to \$22,000 or \$23,000, and we just left the rest of the money there, knowing that we were going to get there. Is everyone okay with starting this permitting process?

Mr. Walls asked how long will it be good for?

Mr. Berube responded this is going to take some time. A construction permit is usually good for a year.

Mr. Boyd stated at least a year.

Mr. Berube stated I think that we may find the same roadblock early on, which is what they ran across last time because they never fixed it. There is only one way to find that out and that is to start. That is what I am looking for.

Mr. LeMenager stated the County turned it down last time.

Mr. Berube stated DEP turned it down. There was some issue. I do not remember what it was. Are we good to go?

Mr. Farnsworth responded yes.

Ms. Kassel stated I would rather wait, but we can proceed.

Mr. Berube stated this may get short circuited very quickly and then we will deal with that.

Mr. LeMenager stated as long as it does not take forever.

# SEVENTH ORDER OF BUSINESS Staff Reports

#### A. Engineer

Mr. Boyd stated your pond treatment has been focused on the water quality and invasive plants, such as algae, and things like that. Within the past 30 days, we had two ponds that were not recovering within the time period that they were supposed to. I investigated the outfalls, and water was not getting out of the outfall structures. We had those taken care of those, but I am going to spend some time going around and checking all of them and will come back with a report with recommendations.

Mr. Berube asked which ponds?

Ms. Kassel responded behind Neighborhood F.

Mr. Berube asked that is in the ditch?

Ms. Kassel responded yes.

Mr. Boyd stated the two behind that neighborhood were not draining.

Mr. Berube stated they are still not draining.

Mr. Boyd stated Jr. Davis, as part of their construction, we had to clean those out. I am referring to the outfalls behind the ponds where the water leaves the ponds and goes into the wetlands. Some of those have become overgrown, and it was to the point where water was being restricted. Once those areas get saturated, they cannot be mowed, and it becomes a progressively worse problem. I looked at some others and they were fine, so it is not going to be every one. It is time to go around and look at those and find out which ones are having problems and get that solved before it gets unmanageable.

Ms. Kassel asked is it Bio-Tech's responsibility to make sure that the outfalls are maintained?

Mr. Boyd responded I am not sure if that is part of their contract.

Mr. Berube stated it is part of their contract.

Ms. Kassel stated I think it is part of their contract.

Mr. Berube stated they sprayed Roundup around the rear outfalls, the ones that go into Buck Lake along this pond because the vegetation turned brown. They went in there and trimmed it all down because it was overgrown. They sprayed Roundup and took it all down.

Ms. Kassel asked are you sure that it was not Jr. Davis that did that?

Mr. Boyd asked within the last 30 days?

Mr. Berube responded yes.

Ms. Kassel stated it was Jr. Davis.

Mr. Boyd stated Bio-Tech assisted. We contacted Bio-Tech to make sure whatever we did was going to be okay. Bio-Tech may have done some spraying but Jr. Davis also did some hand removal of the vegetation.

Mr. Berube stated someone cut it and then sprayed it with Roundup because you could see the browning.

Mr. Boyd stated that was probably Bio-Tech.

Ms. Kassel stated there is an inlet along neighborhood F on the southwestern side of Buck Lake. There is a yellow sign in Buck Lake saying "No Submerged Motors." That entire inlet is covered with water hyacinth or it was a couple of weeks ago. I wonder if that is part of the drainage issue. I have shown Mr. Joe Trammel, Mr. Kent Foreman, and Mr. Baker, but I do not know if they have done anything about it. Mr. Foreman mentioned that they are having a drainage issue in neighborhood F and I wonder if this has anything to do with it.

Mr. Boyd stated the water hyacinth would not make a difference because the water discharging from neighborhood F goes into the wetland at the wetland elevation, and the water hyacinth is at the water elevation of Buck Lake, which is lower elevation. From the water standpoint, no, but if you have water hyacinth, that is definitely something that you want to take care of before it gets out of control.

Ms. Kassel stated they are out of control there. I did point it out.

A Resident asked can it pulled out by hand? Do they have to spray chemicals?

Mr. Berube stated yes.

Mr. Boyd responded I am not a biologist, but the problem with pulling water hyacinths by hand is that if you do not get the roots, you can actually spread them if you are not careful.

The Resident stated so it is best to use chemicals, like Roundup.

Mr. Boyd stated yes.

Mr. Berube stated glyphosate herbicide, which is effectively Roundup.

# **B.** Attorney

# i. Settlement Agreement with Allstate Paving

Mr. Qualls stated the settlement with Allstate Paving was finalized. I believe that the Board approved the Chairman working to negotiate that. The Chairman stood firm, and the settlement agreement was provided to the Board. Mr. Nick Asma, Allstate's attorney, sent me an email on July 15 stating that the lien would be removed. I think that has happened since they received the payment. I will confirm. If there are problems, we will handle it.

#### ii. Memorandum of the Sunshine Law

Mr. Qualls stated I sent a memorandum yesterday on the Sunshine Law. I think the memorandum was clear. Apparently there were some Facebook posts. I brought copies of the ones that my team pulled. You can see on these Facebook posts that there were threads posted by, in some instances two and maybe in one instance, more than two Supervisors. The question was asked if that is a Sunshine Law violation. There is an Attorney General opinion right on point. We have gone over this before. I think that the legal analysis is pretty clear. If two or more members discuss a matter that would foreseeably come before the Board for action in the future, outside of a publically noticed meeting, that would be construed as a Sunshine Law violation. Does that make sense to everyone?

Mr. Berube responded yes.

Mr. Qualls stated I know we discussed this before. Our advice is to not post on Facebook. The challenge is, while it is okay for a Supervisor to disseminate information, when you do that on an electronic forum in particular, the minute another Supervisor responds, you have at least the appearance of a Sunshine Law violation. Our advice is not to post information on a matter that could foreseeably come before the Board in the future on a Facebook post. It is not just Facebook. We have this problem all the time with emails and other electronic communication. The bottom line is that two or more

members may not have a meeting outside of the Sunshine. I think the memorandum makes it clear.

Mr. Berube stated it is fine to offer opinions on a singular basis. It is when somebody else on this Board joins in on that post when you start sliding down the greasy slope.

Ms. Kassel stated that is not what the memorandum says.

Mr. Qualls stated the Attorney General says that the slippery slope begins when the first post is made. I would take the Attorney General's advice, which would be our advice. These online forums invite other people to respond. The minute that one Supervisor posts something, it is outside of control because all that has to happen then is another Supervisor posts something. You have the appearance of a Sunshine Law violation. The appearance of a Sunshine Law violation is enough to get enmeshed in nasty, expensive litigation. I have seen it time and time again. I want to be clear. Our advice is not to post on Facebook, which could foreseeably come before the Board for future action. I think there are other ways to go about getting feedback. At a meeting, you could direct the manager to put something and seek citizen feedback but no Supervisors post anything on Facebook. Obviously, it is your job and your duty to communicate with your constituents and to get your constituents' feedback. That is democracy. That is why they elected you to serve on this Board. Just do not do that in a way that even gives the appearance of a meeting taking place outside of a publicly noticed meeting.

Ms. Kassel stated in other words, do not do it on a forum like Facebook.

Mr. Qualls stated right.

Ms. Kassel stated you can do it through a private message, email, in person, or on the phone.

Mr. Qualls stated with constituents, but not back and forth with other Supervisors. I know that the Board members know this and I do not want to sound like a preacher. Just avoid it and then we do not need to have any issues.

Mr. Farnsworth stated I do not have a problem with what you are saying. I normally do not post at all, but you do not want to make it too restrictive. The only way to truly get something posted, even like a report, such as from this meeting, if someone wanted to summarize it, as has been done, we would need to have some mechanism set up where Mr. Moyer would be the one to post the summary of our meeting rather than one of us.

Mr. Qualls stated you guys have a mechanism. This District takes some of the best minutes that I have ever seen a District take. Those are posted online. There is nothing wrong with talking about updating people on what happened at a prior meeting, but I still would not go there because then all of a sudden it becomes something that could potentially be discussed in the future.

Mr. Farnsworth stated I was trying to accommodate that regarding the minutes. Sometimes they are rather exhausting. If you are going to put something out there for the public to consume, it is better if it is summarized so they get the basic content of what was discussed and why. It cannot be done by us, is what I am hearing.

Mr. Qualls stated it should not be done by you on a forum that would invite other Supervisors to respond, because then that is between two or more.

Mr. Farnsworth stated the District manager could make that summary and have it posted on the forum so the residents can get to it.

Mr. Moyer stated we will not participate in back-and-forth dialogue because we could spend our whole day responding to residents. I think maybe the best thing to do, because I know how sensitive all of you are to responding, is to have Mr. Qualls give you something to respond to, which is "We read what you are saying, constituents; however, we are unable to respond, but at a future public meeting, we will address these issues." I know that you want to respond to your constituents.

Mr. LeMenager stated just ask them to private message us.

Ms. Kassel stated right.

Mr. Qualls stated the encouraging part is, many Supervisors said just that, but that is a great point. I do not want you to feel that you are precluded from responding to your constituents because that is your job. I think that would be a great idea. We were not asked to look into it, but also keep in mind that it does not matter the medium on which official government business is put out there. It is a public record. Now you potentially have all of these Facebook posts that arguably would be public record, too. Facebook is a great way to communicate, but it is dangerous and that is what the Attorney General has said.

Ms. Kassel stated before we have more audience members leaving, I just want to say that I heard that earlier week Orange County had a County Commission meeting that went from 2:00 p.m. until 2:00 a.m. If you are concerned about the length of our meetings, think about that.

Mr. LeMenager stated one of the things that we are talking about is Mr. Berube's well-intentioned penchant for polling the community. It is not a bad way to get feedback. It sounds to me like Facebook is not the right medium for that. Perhaps the medium is more of the survey that Ms. Kassel had done. If you want feedback, send a survey that everyone can answer, and then you have something that is statistically significant, rather than a mile-long Facebook post.

Mr. Farnsworth stated any specific procedure that you use, you are going to hit a specific audience. If you use a different procedure, you will hit a different audience.

Ms. Kassel stated that is correct.

Mr. Farnsworth stated that is one of the problems with a survey.

Mr. LeMenager asked how many people responded?

Ms. Kassel responded over 200 residents.

Mr. Farnsworth stated it is a good thing to try. Weigh the results that you get back.

Mr. LeMenager stated post on Facebook where to look for residents to have a chance for input on a community survey.

Ms. Kassel stated if somebody else did that who was not one of us, it would be okay.

Mr. LeMenager stated that is exactly what I am suggesting.

Ms. Kassel stated as soon as one of us is the author of that survey, then it creates a problem.

Mr. Berube stated to be clear, a singular Supervisor posting on a social media platform that no other Supervisor responds to is not problematic.

Mr. Qualls stated I was with you until you said "problematic." That can be argued either way. You can share information. The Attorney General said these online forums that invite other people to respond. Once you hit send and post it, then it is out of your hands, and somebody else can post.

Mr. LeMenager stated I have withheld comments often for that reason.

Mr. Berube stated we understand.

A Resident stated if a Board member did that and someone filed a Sunshine Law violation with the State against the two Board members. Would we have to use CDD funds to defend their case, or would they use their own funds to get their own attorney?

Mr. Qualls responded that question has a lot of implications, but certainly public officials have the ability to defend themselves and to pay for that with public dollars, until the public official goes outside the scope of what they can do as a public official. You see lawsuits against public officials. They will also sue that public official as an individual. That is the distinction. You bring up a very important point. The good news in all of this is, it is curable. I am not trying to invite anybody to post but just because a post is made or a Sunshine violation is cured, as long as the Board re-notices that and discusses it, that is how you would cure it by bringing it back into the Sunshine. All of that is in the memorandum.

Mr. LeMenager stated I am all for it.

Mr. Berube stated I do not agree. I understand the law, but this is a free speech country.

Mr. LeMenager stated fair enough.

# iii. Buyout of OUC Street Lights

Mr. LeMenager stated I am wondering what Mr. Brock Nicholas looked at because in Phase 1RN, the current balance is \$474,000, and a year and a half ago, we thought the payoff was \$469,000.

Mr. Berube stated we had the same discussion. I went through all my old emails. When all of this started, there were disclaimers on Mr. Nicholas's spreadsheets referring to the OUC premium and the ability to eliminate the OUC premium or use it as a discount. That was all calculated in, but as it turned out, the premium, for whatever reason, was assumed to be a reduction, but the OUC premium turned out to be an addon to the numbers that they provided us. This is the discussion that you and I had. How do we get to a higher number when the premium was supposed to be a discount? There was a misinterpretation there by Mr. Nicholas, and I went along with it, but when you read it carefully, that is what happened. The number goes up.

Mr. LeMenager stated look at the numbers. What happened in the past is fine, but the bottom line is, we have something that we pay \$7,300 a month for.

Mr. Berube stated right.

Mr. LeMenager stated we have \$707,000 left to pay on it.

Mr. Berube stated right.

Mr. LeMenager stated we can pay it off for \$517,000, for a savings of \$190,000.

Mr. Berube stated correct.

Mr. LeMenager stated we have \$1.6 million in the bank right now. If you look at our budget, we are budgeting for the lease on the street lights, and \$7,000 per month immediately comes off that, which is an extra \$100,000 this year. We are already budgeting \$236,000 for the street light buyout for next year. Add \$100,000 to that because we saved it. This leaves \$336,000. I am not even a layman when it comes to the plants, but when it comes to numbers and finances, I am a lot more than a layman. These numbers make sense. Why would you not want to do this?

Mr. Berube stated the only reason is because the buyout went up \$100,000.

Mr. LeMenager stated nothing went up. Mr. Nicholas was guessing. He did not have a clue. If you look at what the balances are, they all make sense. They are not going to give us a discount off the principal.

Mr. Berube stated they do make sense.

Mr. Moyer stated here is the deal. It was somewhat frustrating to me. I am not weighing in on whether we should do it or not, but I want you to understand how we came up with that number. We currently pay 10.5% a year on the principal, and we have 94 payments left at which we would pay that rate. We told them that have a schedule showing the principal at \$430,000, and that is what we want to pay. They said that we did not understand; they impute 7.8% in that payoff number, the present value of 7.8% over 94 payments. If you want to look at the delta, you would take what we pay every month, which is \$7,000, over 94 payments discounted at 10%, and that will give you the delta that we are actually paying. If we keep doing this, the future value of the money 94 payments down the road is not the current present value of that money. It is going to be less than that. I just want you to keep that in mind. I think Mr. LeMenager is right. If the Board wants to do this, we can fashion a way of doing it. My only concern is the timing of when we do it. You have two and a half months of hurricane season left, and I would hate to use all of our fund balance and then have a hurricane and have to spend money on disaster relief.

Mr. Berube stated I am willing to take the gamble. We have been dealing with this for two and a half years.

Mr. Moyer stated I just want you to be aware of that.

Mr. LeMenager stated we only became aware of this last January or February.

Mr. Berube stated the reality is that Mr. Nicholas used the amortization schedule and so did I when we prepared this. That is the difference. They gave us an amortization schedule that looks like your home mortgage, but they do not calculate it that way. They calculate it from the end back. That was the premium that was always discussed, and we forgot about it.

Mr. LeMenager stated when I created my spreadsheet, I did not bother to use the word "premium." It is a prepayment penalty. The contracts do not allow for prepayments, so they want a penalty.

Mr. Berube stated the new contracts have that provision.

Mr. Qualls stated they are willing to extend the 7.8% discount that they would give all new customers.

Mr. LeMenager stated I asked that question on phase 1A, and you said that this provision should have been in there. I read the contract and did not see anything about a prepayment in Phase 1A.

Mr. Berube stated there is nothing about a prepayment.

Mr. Qualls stated there is no discount percentage in your lease, but there are in subsequent leases that OUC has with its customers. Even though they are not bound contractually, they are willing to extend you the same 7.8%.

Mr. LeMenager stated that is their prepayment penalty.

Mr. Berube stated no, it is a 7.8% discount.

Mr. Qualls stated their penalty is the difference between 7.8% and 10.5%.

Ms. Kassel asked is that it, or are they just discounting from 10.5% by 7.8%?

Mr. LeMenager stated this was a sweetheart deal from the beginning.

Mr. Berube stated CDDs do not ever pay off leases like this. OUC does not know how to handle this. This is totally unusual.

Mr. Qualls stated right. Please understand that all of this is stated at the Public Service Commission level with these utilities. If you want to fight these tariffs, you do it at that level, and that will be costly.

Mr. Berube stated it will cost us more than we will save.

Mr. Walls stated I want to see what it looks like when the package is put together, paying this off, using the money we received from the refunding, and using the fund balance to see what the budget looks like next year. I am not comfortable using up all of

the cash in the bank, and I want to make sure that we have enough cushion there, not just for a hurricane, but if some project comes up. I want to make sure that we do not handcuff ourselves, so that in the future we cannot do anything else. Just like the mortgage on your house. It stinks to have one and to pay that interest rate, even if you have cash in the bank. You want the cash in case of an emergency. I want to make sure that we are comfortable with whatever we have in the bank, once we get all of this in place.

Mr. LeMenager stated the bottom line is, last year we raised the assessments 15%. This year we are proposing raising them another 8%. That entire amount is supposed to be earmarked to buy down these street lights. For people like Ms. Kassel and me, that is a real increase. We pay more assessments because of that.

Mr. Berube stated we all do.

Ms. Kassel stated only if you paid off the bond portion.

Mr. LeMenager stated for the people whose the bonds are going down, they are not seeing the difference. The only reason that I would ever support the increase would be to buy down the lights. My analysis still holds. I am looking at a pot of money for next year that has \$336,000 in it. We raised assessments 15% this year, which is \$225,000 on \$1.5 million. There is your \$500,000. Granted, they did pull a fast one to get \$161,000 out of us, but we stopped that.

Mr. Berube stated we have another \$100,000 on top of that.

Mr. LeMenager stated we basically raised assessments \$500,000 to buy down street lights. Let us buy down the street lights because we made everybody pay for it.

Mr. Walls stated I am not saying it will not be feasible. I just want to look at the numbers before I agree to do this. Maybe we look at it and it looks better to do it next year.

Ms. Kassel stated I would like to know what cushion we would have if we spend this money. I want to know what amount of money we will still have on hand if we do this buyout any time in the near future. Can you tell us, Mr. Moyer?

Mr. Moyer responded yes. Mr. LeMenager pointed out that in next year's budget, we put in about \$230,000.

Mr. LeMenager stated \$236,642.

Mr. Moyer stated in the balance of this year, you have taken out of what we projected the fund balance to be by \$108,000 that in this year's budget, we allocated for the street light buyout. Now you are up to \$344,000.

Mr. LeMenager stated I am not sure that is accurate because we raised the operation and maintenance assessment last year 14%, and 14% of \$1.5 million is \$225,000, not \$108,000.

Ms. Kassel stated but it is fund balance.

Mr. Walls stated we have added things.

Mr. Berube stated we spent \$50,000 of that to balance the budget last year.

Mr. Moyer stated all I am saying is that we have \$108,000 in this year's budget that I assumed we were going to spend this year. That is off the fund balance on a going-forward basis. That gets you up to \$344,000. We have \$100,000 from the last bond issue.

Ms. Kassel stated that has to be spent on parks.

Mr. LeMenager stated that is true.

Mr. Berube stated no, we got \$100,000 for street lights and \$100,000 for parks.

Ms. Kassel stated that is true.

Mr. Moyer stated now you are up to \$444,000.

Mr. LeMenager stated our light bill goes down \$100,000 next year, and we are up to \$544,000. Will we be tight in terms of the fund balance for a period of time?

Ms. Kassel stated please let Mr. Moyer answer the question of how much money we will have over the next six or eight months, so we know if we can feel comfortable spending all of that money right now.

Mr. Moyer stated I think Mr. LeMenager is going in the right direction. I anticipate that by October 1, we will have to use some of our fund balance if you want to do the buyout that quickly. If you wait until January 1 when we receive most of our tax revenues and with the savings on the street lighting or \$70,000 or \$84,000, whatever it is, those monies will be there without adversely affecting fund balance.

Mr. Berube stated we have another \$100,000 that is earmarked for parks and recreation. We have not touched that money; it is still set aside.

Mr. Moyer stated that is correct.

Mr. Berube stated we got \$200,000 from the refinancing. We are currently at \$444,000 in available cash without that second \$100,000, and we need \$517,000.

Ms. Kassel stated it is not now. That is by the end of the next fiscal year.

Mr. LeMenager stated no, that is by when we receive the bulk of the first payment from the County. Do we normally receive that money in December or January?

Mr. Moyer responded yes.

Mr. LeMenager asked will we conceivably have the potential of not having a massive fund balance until the middle of December? Yes, absolutely, but not having a massive fund balance is still having \$300,000, \$400,000, or \$500,000. Remember that \$250,000 of our reserve is that first-quarter operating expenditure, but that is for way in the future. That is not for now. That is for when the developer quits paying us monthly. They still pay us a good amount of money.

Mr. Berube stated \$70,000 per month.

Mr. LeMenager stated we put that into the fund balance so that future Boards would recognize that when the developer is gone, because of the way that the system works, you need to have some money to pay your expenses in the first quarter, but that is not something that we need to do today.

Mr. Walls stated we can 100% swing this; I am not arguing that. I am just suggesting that we come back next month with that in the budget, so we can see what it looks like because we are still working on the budget.

Mr. LeMenager asked how long is the offer good for?

Mr. Berube responded after August and before the September payment.

Mr. LeMenager stated if we wait, our lawyer is going to have to renegotiate and legal fees increase. My point is, the sooner we do this, the quicker we start putting \$7,370 a month back in the bank. We are sitting here talking about spending \$15,000 on tree trimming. If you wait two more months, you are wasting the tree trimming. Everything else that we talk about, in terms of money, is trivial. This is the real money. I am in favor of doing this. Is there a short-term risk in August, September, October, and November? Sure.

Mr. Walls asked where is the date certain on this? Did they say that we have to come back by September?

Mr. Qualls responded I think their point is that in order for the numbers they sent in their schedule to apply, it has to be on that particular day. They said during our conference call that they are willing to negotiate all of these leases.

Mr. Walls stated I understand that the number changes every month after we make a payment, but they did not say that we have to settle now.

Mr. Qualls stated no, they did not say we had to pay it now or it is off the table.

Mr. Berube stated the payoff number that we have now is calculated after we make the August payment but before we make the September payment. Once we make the September payment, the payoff number will decrease.

Mr. LeMenager stated the offer is dated August 1. What date do we pay?

Mr. Berube responded some time during the month. It is an automatic pay.

Mr. LeMenager stated okay.

On MOTION by Mr. LeMenager, seconded by Mr. Farnsworth, with all in favor except Mr. Walls, approval was given to accept the offer from OUC to buyout the street light contract on phase 1RN.

Mr. Walls stated I want to be clear that I am opposed to doing this, but I want to see the numbers first.

Mr. LeMenager stated I would be happy to go over the numbers with you. It makes sense.

Mr. Berube stated at some point, you have to make the deal and move forward. To your point, we do not know what the numbers are, but I think that we are reasonably comfortable.

#### 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. Berube stated everything is running smoothly. Mr. Gerhard van der Snel is on vacation but still works around the clock, seven days a week. He was a good hire and it has worked out very well. I have texted him at 11:00 p.m. and receive an immediate response. He also replies to all Facebook posts.

# 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.

## iii. Miscellaneous

Mr. Berube stated I think most residents know that we had some skateboard damage in Town Center last month. It was vandalism. We know who the culprit was and a parent of that culprit stepped up, contacted me, and told me to let them know how much it would cost to fix it. We are not going to make that public at this point, but we have an agreement from the parent of that child to pay for the repairs. The repairs cost us about \$330. The question becomes whether we want to let this slide or send them a bill and collect it. What does the Board want to do? I was pleased that the parent stepped up fairly quickly and admitted to it.

Mr. LeMenager stated send them a bill.

Mr. Walls stated I agree. If it was my child, I am paying for their damage.

Mr. LeMenager stated it is just part of growing up.

Mr. Berube stated I will contact Ms. Burgess and let her know. You are aware of who the party is. We could be nice guys, but then the lesson is never learned.

# EIGHTH ORDER OF BUSINESS Discussion Items

# A. Green Neighborhood Parks Refurbishment

Mr. Berube stated there has been much discussion on this item. I have a proposal and several people have proposals, which I provided to the Board. For those of you who have not seen the Green neighborhood park, there are several aspects. There is a large grassy area, which was probably never intended to be a play area for the kids. There is a mulched area where the playground equipment happens to be, and several landscaping beds and trees. The primary focus of residents has been the fact that the grass is getting beat up because of all the traffic. Kids are trampling through the landscaping beds. The mulched area and playground get a lot of use. It is fairly durable. The sodded area is currently green, but it is problematic because when the weather turns drier and cooler, it gets full of weeds, mud, and dust. My suggestion to the Board is that we remove most of the sod, but not all of the sod, and we create an urban forest. I have a picture if anyone would like to see it but there are examples of these areas, primarily along Cat Brier where it faces the golf course. We have these areas with pine tree that leave needles underneath them.

Mr. LeMenager stated we know what it looks like.

Mr. Berube stated this is the idea. I suggest that we remove the sod and plant some pine trees and put pine needles underneath. It does not disturb the drainage. The kids are welcome to play on that. The pine needles fall off the trees. The kids will not damage the pine needles. If they do, it is just a matter of adding more pine needles and raking them. The wear factor goes down. It also creates an urban forest for those who live there, and it looks aesthetically pleasing. I think if the kids want to run through the pine needles, that is fine. It is soft, but it will be slippery, so they will not gain a lot of speed. The trees will be set maybe in an S pattern.

Mr. LeMenager asked are you suggesting the same size trees that we have along the golf course?

Ms. Kassel responded yes. This is appropriate for the easement over the gas pipeline, just like at Long Park and Cat Brier. It is what a lot of the people along Butterfly Trail who I met with want, and I think other residents would like that type of park there, perhaps with a par course. These trees have been there for a dozen years, and for the Green neighborhood park on Blazing Star, they are not going to look like this. It will block your view for the next five or ten years until the trees get high enough that you can see through them. There is another proposal on the table for the Green neighborhood park. There is another Green neighborhood park that has a triangular shape. On the northeast side, it has a playground with mulch, but on the west side, it has a rain swale. That is where the kids were playing and what is destroyed. Together with Mr. Rukkila from Davey Tree, we looked at creating a landscape plan that would prevent that erosion and would allow people to walk through it to their homes on the other side and would have landscaping material that would be kid repellent. It would not be dangerous but it would be unpleasant to be around. It would create an attractive landscape that parents could look through and see their kids at the playground and not be blocked by landscaping. It involves Florida privet, fire bush, and some dwarf magnolia trees that will not grow tall.

Mr. LeMenager stated I think this looks lovely along the golf course where we have a large open area, but it is not a very big park. When these trees get full grown, people are going to have 60- to 70-foot trees in their front yard.

Mr. Berube stated it does not have to be big trees. The idea is to have a shaded urban park area.

Mr. LeMenager stated it sounds like what Ms. Kassel is talking about.

Mr. Berube stated no because she is going to leave the grass there. When you discourage kids from playing in the swale, they are going to move to the rest of the grass, and we will have the same complaint as the kids spread across the grass and wear it out. There is only one likely way to solve the grass wear out issue, which is to get rid of the grass.

Mr. LeMenager stated I agree.

Ms. Kassel stated if we add more selective trees in selected areas in that grass, it will prevent the kids from having a wide swath to run in; therefore, you will not have the destruction of grass that you have now.

Mr. Berube stated there are a certain number of people who purchased homes along that park who do not like all of the play that takes place, such as the roughhousing and everything else. I do not know what the right answer is, but I know that we need to corral the kids into that area. The extension of my concept is that where the mulch meets the pine needle base, we need some type of landscape timber to delineate it. For the other landscape beds, we will plant something that the kids cannot destroy when they run through them. The landscaped beds currently are basically mulch because the beds were destroyed.

Ms. Kassel stated we were looking at sunshine mimosa, which is what we planted in the Cat Brier parks. It takes off and is fairly resistant. If you have traffic through it all day long, it will not survive.

Mr. Berube stated clearly we have differing opinions.

Ms. Kassel stated indeed.

Mr. Walls stated I am torn because I spoke to people over the last couple of months. Some of them want a place where the kids can run around and play. Some of them want to get rid of play areas altogether. The way it is set up is ridiculous. I think that we need to figure out a way that is not costly. Anything you put over there, kids will still play and it is going to get beat up. It has to be replaceable and cheap. I am more concerned about the cost and not necessarily how it looks. I need a detailed proposal to review. I saw what Ms. Kassel proposed, but I do not know if that is what I want. I like having trees. I

need to think about this more. I thought about this for a couple of months and have not come up with a good answer.

Mr. Berube stated there are no good answers.

A Resident stated pine trees will affect residents' views for years on the first flor and second floor. The kids need a place to play. I have not looked at what Ms. Kassel proposed, but I agree with Mr. Walls that it needs to be inexpensive.

Mr. Berube stated the extension of this rolls over to the gas pipeline easement. If you look at this proposal carefully, you realize that the houses are going to back up to that 40-foot landscaped buffer, which is largely trees and whatever the developer planted. Starting at that landscape buffer and going over to edge of Butterfly Drive is a 70-footwide gas pipeline easement that is ours. We can do what we want with that. It is already grassed.

Ms. Kassel stated it is not ours yet.

Mr. Boyd stated the gas company has severe restrictions on what you can plant there.

Mr. Berube stated I understand. We are not going to put anything permanent.

Ms. Kassel stated we can put in a concrete walkway or a sidewalk.

Mr. Berube stated you have a 700-foot-long swath that is 75 feet wide. You already have an enclosure on the back side with the new trees. My thought was to put podocarpus or something there to enclose it and have little exits and entrances. These bushes will go three to four feet and would delineate that area. That would become the *de facto* play area that is grassy. I realize that we mentioned putting soccer fields and play fields there. That is probably not a good idea because of parking noise. Ms. Kassel talked about a par course or stations with exercise equipment. That is a good idea and I think people would use it. You have 660 feet to spread this equipment out. Even if they are 10 feet wide, you still leave 65 feet of grass. It is a huge area. To the parents who say they want their kids playing in front of their house, we are only asking them to move two blocks. It will be fairly secure because it is enclosed and there are bushes.

Ms. Kassel stated the residents I have spoken with on Butterfly Drive are not in favor of having bushes blocking their view of the park.

Mr. Berube stated they can be low bushes. They do not have to be four-feet tall. This is just something to delineate.

Mr. Walls stated they are going to be looking at the back of houses fairly soon. I would think they would welcome the bushes.

Ms. Kassel stated they said no.

Mr. Berube stated some said no. It is a small sample.

Mr. LeMenager stated most of those residents enjoyed a lake view for a couple of years but it is going away soon.

Mr. Berube stated there is horrible grass. If you look along the curb, there is dirt and weeds. It is barely maintained. If you place a bush or hedge, it is a step up regardless of the height. That meets the space requirement for kids to play. Do not forget that you are going to have a brand new neighborhood, which may have 50 or 100 kids. We have neighborhoods H-1 and H-2 coming on board with another 50 to 100 kids. Their likely path to play is going to be that park. Once that becomes the play area, the traffic is going to get worse.

Mr. LeMenager stated it is not designed for that. The real problem that we have is, the developers come in and had all of the plans redrawn and give us this song and dance about all of the parks having already been built, which we know is a lie. I still go back to what I said last month, which is that there is a chunk of land on which a swimming pool is never going to be built. It would make a wonderful park for all the kids to play in.

Ms. Kassel stated we do not own that land.

Mr. LeMenager stated I understand that we currently do not own it.

A Resident asked what about that park on Butterfly Drive, that 75-foot-wide, 700-foot park? I do not see why that is not enough area for the children to play in.

Mr. Berube responded it is.

The Resident stated like football fields and that kind of thing.

Mr. LeMenager stated there are limitations because it is on the gas pipeline easement; there are two gigantic natural gas pipelines running under there.

Mr. Berube stated when you are in the dog park and school parking lot, you are standing right on top of them.

The Resident stated they are all underneath the golf course and the roads.

Mr. LeMenager stated I know exactly what we should do with the triangular park.

Ms. Kassel asked the one on Blazing Star?

- Mr. LeMenager responded yes. We should remove that play equipment and put it someplace else.
  - Mr. Berube stated no. Where are you going to put it?
  - Mr. LeMenager responded you can put it in the 75-foot-wide easement.
  - A Resident stated that is not the problem.
- Mr. Walls stated from a feasibility perspective, I like your idea, but there are 10 to 12 houses along that park. We should poll those home owners and give them a chance to provide input about the trees.
  - Mr. LeMenager stated we have been talking about this for quite a while.
  - Mr. Walls stated send them a letter.
- Mr. Berube stated I did not think about the height of the trees and the visibility issue. Regarding Ms. Kassel's point, I agree that we should plant some trees that will slow down the kids. That is a good idea. We need to plant a different kind of tree that solves the visibility problem.
- Ms. Kassel stated my suggestion is to plant Florida privet, firecracker plants for color, and some dwarf magnolia trees. It will add color and will be pretty.
  - Mr. Berube asked what will you put on the ground?
  - Ms. Kassel responded probably pine mulch.
- Mr. Berube asked how about using the mulch that we use everywhere else and plant greenery within to give some decoration?
  - Ms. Kassel responded that is what the plan is.
  - Mr. Berube stated you were not covering the entire area with trees.
- Ms. Kassel stated it was covering the entire swale and everywhere that still had weeds two months ago. It is a large area, like 60 feet long and 20 feet wide. That entire area will be planted.
- Mr. LeMenager stated I am leaning toward supporting Ms. Kassel. You proposed this a month ago. Why was it not included in the agenda package?
  - Ms. Kassel stated I do not know why it was not included in the agenda.
- Mr. LeMenager stated we should look at this and see how it works. I am certainly in favor of it, but right now we are doing this ad hoc and coming up with crazy ideas. We need a proposal in front of us.

Mr. Farnsworth stated you are trying to envision this in your head despite the picture. We should have the engineer design a plan.

Ms. Kassel stated a drawing was included in the last agenda package.

Mr. Berube stated we tossed that.

Ms. Kassel stated no, we did not. Mr. LeMenager says he is supporting it.

Mr. Berube stated you and I are the only Supervisors driving this.

Ms. Kassel stated these are two different things. This is appropriate for the gas pipeline.

Mr. Berube stated I understand. I am suggesting changing it and meet in the middle. I can guarantee you that any plants on the ground are going to get trampled. Let us expand the tree idea to cover most of the sodded areas and put plants in the swale to discourage kids from being there and figure out what type of groundcover we are going to put where the sod is. We need different trees for the whole area. This plan was pretty, but you are right that it is going to disturb the people who live there and cause sight problems. The trees will grow too tall and cause sight problems. We need some other type of tree to slow the kids down from running. If that means magnolias, that is fine.

A Resident stated they need to be small magnolias because otherwise the kids will climb on them.

Ms. Kassel stated they cannot climb on the magnolias. They climb the loquats and the oaks and trees with low branches. They never climb the magnolias because they do not lend themselves to that.

A Resident stated kids break limbs off the tall magnolias.

Mr. Berube stated I live next to a park where they are doing that, but it does not seem to damage the trees. You just trim them. Kids are going to climb trees. That was the advantage of the pines. Kids cannot climb them.

Ms. Marilyn Mower stated we should put our trust in Ms. Kassel because she has a green thumb and is working with the landscaper. We should see what she comes back with.

Mr. LeMenager stated she has already done that, but we just want it in front of us.

Ms. Mower asked what about establishing a committee to draw up a plan for the pipeline?

Mr. Berube responded we have a committee.

- Mr. LeMenager stated the pipeline easement is not on the agenda; it is really the Green neighborhood park.
  - Mr. Berube stated it is both.
- Ms. Kassel stated I will send this to Ms. Mower and she can talk with the people who live on Blazing Star park and get their opinions.
  - Ms. Mower stated I am not talking about the park; I am talking about the pipeline.
- Ms. Kassel stated we are talking about the park. They are both parks, but one is Blazing Star and the other is the gas pipeline. We have been talking about Blazing Star park. I met with the landscaper and obtained an estimate, but I suggested tabling it matter last month because I did not have a drawing. I now have a drawing but it never made it into this month's agenda package. It will have to wait until the next agenda. Unfortunately for the people who live in the Green neighborhood, they will have to wait another month for us to even look at it.
  - Mr. LeMenager stated there is nothing that we can do in this weather anyway.
- Mr. Berube stated I am in favor of your concept of removing all of the sod and planting more trees to replace the sod with some sort of groundcover.
- Ms. Kassel stated not all of the sod for the whole park, just the swale. I suggest that you include what you propose in the next agenda package. Without seeing a picture, I cannot envision what you are talking about.
  - A Resident asked will the money for this park come out of the \$100,000?
- Ms. Kassel responded no. The Blazing Star park refurbishments are coming out of this year's landscaping miscellaneous line item for refurbishment.
  - Mr. Berube asked why would we do that?
- Ms. Kassel responded because that is where the money was coming from. I thought we were going to spend some of the \$100,000 on the pipeline park.
  - Mr. LeMenager stated the \$100,000 should be for new things, not for maintenance.
  - A Resident asked who is maintaining the park on the pipeline?
- Ms. Kassel responded it is not ours yet. The developer is obligated to maintain the landscaping that is in the buffer between the back of neighborhood F and the pipeline.
  - Mr. Boyd responded I believe that is being dedicated to the city.
- Mr. Berube stated when it is certified as completed, the next step is for the CDD to accept it.

Ms. Kassel stated then it will be ours.

Mr. Berube stated everything including that white fence will be ours.

Mr. LeMenager stated the developer paid for it and put it in.

A Resident stated that white fence is a mess.

Mr. LeMenager stated you can safely assume that in the long term, that fence is not going to stay.

Mr. Berube stated you heard the discussion earlier about the white fence on U.S. Hwy 192.

Mr. LeMenager stated I do not know why the developer put a fence in front of the pond.

Ms. Kassel stated believe it or not, some people like it.

A Resident stated I understand about the swale in Blazing Star park and the mulch area where the playground equipment is located is fine, but the grassy area will soon become destroyed like the grass in the swale because kids will move from the swale. As long as that is left to be a grassy area, all of the nice plantings that are still intact will be destroyed kids because will play in the grassy area. They destroyed all of the plantings along Sundrop. Those beds are now full of mulch. That will soon happen to this grassy area unless something is planted to deter football and soccer.

Ms. Kassel stated I also contacted Mr. van der Snel, just to find out the cost to put in 30- to 36-inch-high posts with a chain, as a way of initially act as a barrier around the swale area, while the landscaping is young and new.

Mr. LeMenager stated we are not going to sit here and plan the park. Ms. Kassel would be more than happy to meet with you residents. We need to see proposals in our agenda package next month. We do need to consider the corner parcel. Mr. Berube said at the last meeting that the developer may give it to us.

Mr. Berube stated there will be conditions. What are you going to use it for? It will not fly as a park or a skateboard park or anything that does not look very pretty from the street. The developer will probably donate it, but they will have control over what we do with it.

Ms. Kassel stated you can put in a small pool and a recreation room with bathrooms.

Mr. Berube stated I have no argument.

Ms. Kassel stated that would be the best thing we can do.

Mr. LeMenager stated that needs to be a long-term plan.

A Resident asked if they give it to you with a lot of conditions but you do not accept the conditions, what is likely to happen?

Mr. Berube stated what you currently see. The appearance of the community is big to this developer. You have seen the new signs and what they tried to do at entrances to make them look pretty. Mr. Glantz will likely donate the land, but he will have strong opinions as to what goes in there.

Mr. LeMenager stated I wonder what will happen when he sells all the lots. They have sold almost all the lots. Clearly, he still wants to keep his customers, which are the builders. He is selling lots to builders, and now that they completed the 55+ community, he now has contracts on more than half the lots.

Ms. Kassel stated undeveloped lots.

Mr. LeMenager stated he has contracts from people who want to purchase them. What happens to how aesthetically pleasing he wants Harmony to look when he has sold everything that he can sell? We will see what happens. He wants to show a profit to his superiors, and there is nothing wrong with that.

Mr. Berube stated there are going to be things that we want and things that they want. We have been able to do some good trades.

The Resident stated if we do the park on the gas pipeline and he offers this area for a park, then we can say we do not need a park and make it a little harder for him to give to us.

Mr. Berube stated he understands and he is okay.

Mr. LeMenager stated we have done fine with him.

A Resident asked what is the timeframe for pipeline park to be deeded to the CDD? One month or two months?

Mr. Berube responded we already own the pipeline.

Mr. LeMenager stated we have owned it since day one.

A Resident asked when will the park be completed?

A Resident stated for the Blazing Star park, Ms. Kassel will meet with us and give us something we can look at?

Ms. Kassel stated the three of you and I will meet with Mr. Rukkila. We will discuss our ideas for this linear park on the pipeline and ask him to provide a proposal.

Mr. LeMenager stated regarding the question about when the park will be done, there is no obligation whatsoever for this Board to do anything with that land. The park promised by the developer is a row of trees, and that is it. We are saying that we have a new set of rules.

Mr. Berube stated we want something better than what the developer provided.

Mr. LeMenager stated for years, I have been calling ourselves the department of parks and recreation, and now we need to put some money behind it. This body would have a much different attitude with respect to spending money and trying to do things if we had not discovered this \$2 million off balance sheet liability that we have been stuck with.

Mr. Berube stated it is \$3 million.

Mr. LeMenager stated that changed the economics.

A Resident asked so you are saying you do not have to do a park on the pipeline?

Mr. LeMenager stated no, but I think that is the will of the people.

The Resident asked not even keep it mowed?

Mr. LeMenager stated yes, for sure we would mow it.

The Resident asked then why is the park not kept mowed, at least twice or three times a year?

Mr. LeMenager responded good question.

Ms. Kassel asked is it part of the Davey Tree contract?

Mr. Berube responded it is Bahia and is mowed on an as-needed basis. As a matter of fact, I am not even sure that we are paying for it. I think it is a courtesy mow.

Mr. Boyd stated with neighborhood F, part of that is open space, which we had been neglecting. Now you are going to have to step it up.

Mr. Berube stated the developer had been mowing it in prior years, and that ceased with the new management. We asked Davey to mow it once in awhile. They are not getting paid for it. They do a lot of courtesy items.

Mr. LeMenager stated not as much as they used to. It will definitely get addressed, but it is a new issue for us.

The Resident stated there are several areas in the Estates where lawns have not been maintained. Now that more homes are on this area, it should be mowed. It is an eyesore.

Mr. LeMenager stated it will not be long before we ask Davey Tree how much more money we need to spend to maintain this neighborhood. The first neighborhood that you see in town, our bill went up \$23,000 per year. I am guessing that our bill will increase even more for this new neighborhood. Davey Tree will be charging us.

Mr. Berube stated it is part of growth. We will come back with some additional proposals next month.

#### **NINTH ORDER OF BUSINESS**

#### District Manager's Report

#### A. June 30, 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 the good news is that we have collected all of our non-ad valorem assessments and because certain discounts were not taken due to the timing of the payment of taxes and assessments, we are slightly ahead in revenue by \$12,661, which is more than we budgeted in total for the fiscal year.

- Mr. LeMenager stated we always budget the 4% that the developer does not take.
- Mr. Moyer stated that is correct. Even with the payment of the street lighting, the \$160,000, we are only \$42,000 over budget.
  - Mr. Berube stated or \$120,000 ahead.
  - Mr. Moyer stated that is correct.

#### B. Invoice Approval #183, 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 last month we had an incorrect FedEx invoice.
- Mr. Moyer stated there is a note in your financials that we received payment for the FedEx and OUC invoices.
  - Mr. Berube asked the developer gave us a check for the OUC invoice?
  - Mr. Moyer responded yes.
- Mr. Berube stated last month, we talked about receiving a refund from Severn Trent for the special assessment. They were supposed to be researching minutes.
- Mr. Moyer stated they agreed to pay the \$11,800, which I think it is more than fair. It is like Mr. LeMenager said, when you are a manager in a company, you want the boss to

see the bottom line and that it looks good. They want to do that over the balance of this calendar year. I told them that is going to be a tough sell because I think that there are Supervisors on this Board who want to see this resolved by the end of this fiscal year. Their response was, as an inducement for them to spread the payments out to December, they will lower their assessment charge for next year by 25%, so instead of \$11,800, they will reduce the budget by \$3,000.

- Mr. LeMenager stated good job.
- Mr. Berube stated that ties us to Severn Trent through next year.
- Mr. Moyer stated at least through December. Then if you can get someone to do the assessments for what is in the budget, you can do that.
- Mr. Berube stated that seems like a reasonable solution. If effect, we received a \$14,800 payback.
  - Mr. Moyer stated that is right.
  - Mr. Walls stated I am okay with that.
  - Mr. Berube stated I do not think we need to vote on this.
  - Ms. Kassel stated we do not need to vote.
- Mr. Moyer stated thank you. I know how frustrated we all get sometimes with Severn Trent, but the people who are coming to you from time to time from all over the State, most of whom have worked for me in the past, they are not going to do that.
- Mr. Berube stated I know that you worked hard at that conversation. I know what that takes. It is noted and appreciated.
  - Mr. Moyer stated thank you.
- Mr. Berube stated that is one of the reasons we would keep you no matter where we went.
  - Mr. Moyer stated I appreciate that.
  - Mr. LeMenager stated that is a condition of us changing companies.
- Mr. Berube stated which may still be an option in the future. We do not know. Thank you very much. You did well.

On MOTION by Mr. Walls, seconded by Ms. Kassel, with all in favor, unanimous approval was given to invoice approval #183, 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. Questions and Comments on the Proposed Fiscal Year 2016 Budget

Ms. Kassel stated it looks good to me.

Mr. LeMenager stated I did not have anything.

Mr. Walls stated it is fine with me. We can incorporate the street light buy down into the fund balance.

Mr. LeMenager stated that is true. That will change the projected as well as next year's street light lease.

Mr. Berube stated the audience heard earlier that we are going to raise the operation and maintenance assessments. Technically we are, but I believe that our point last month was that so far, there will not be an increase in billing. We are just shifting money around.

Mr. LeMenager stated that is correct.

Mr. Berube stated we anticipate that we are going to do that again, even incorporating the street light buyout. We are going to stay at a zero percent net increase. There is going to be a significant increase in the amount of money being spent on what you see and what you receive, but your assessments are not going to increase.

Ms. Kassel stated that is only the case if you have not paid off your bond. Those who have paid off their bond will receive an increase because the increase is on the operation and maintenance side.

Mr. Berube stated the majority of residents have not paid off their bond. At some point, assessments will rise. All of this growth is going to cause that.

A Resident asked does anyone know the percentage on that bond?

Mr. LeMenager responded it is in the budget.

Ms. Kassel stated it has changed now.

Mr. Berube stated the current rate is 5% and 5.25%. There are two different bonds. It was 7% and 7.5%, but now it is 5% and 5.25%. By refinancing, we saved hundreds of thousands of dollars over the years. It did not cost us any money up front to do it because we shifted funds out of reserves.

Mr. Moyer stated from the 2014 refinancing, the rate was 5% and 5.25%.

Harmony CDD July 30, 2015

Mr. LeMenager stated it is 5% until 2026, and then it increases to 5.25%. It used to be over 7%. If this is the last place that you are going to live, it makes sense to pay it off.

Mr. Berube stated next month is the public hearing on the budget.

A Resident wished Mr. Berube a Happy Birthday.

#### E. Harmony Soccer Club Facility Use Application

Mr. LeMenager stated that was a mistake; this was just for the Board's information. We received an email on that.

#### **TENTH ORDER OF BUSINESS**

#### **Supervisor Requests**

There being none, the next order of business followed.

#### ELEVENTH ORDER OF BUSINESS Adjournment

The next meeting is scheduled for Thursday, August 27, 2015, at 6:00 p.m.

On MOTION by Ms. Kassel, seconded by Mr. Farnsworth, with all in favor, the meeting was adjourned at 8:10 p.m.

Gary L. Moyer, Secretary Steve Berube, Chairman

## **Fourth Order of Business**

## 4A.

### **HARMONY**

### Community Development District

# Annual Operating and Debt Service Budget Fiscal Year 2016

Version 4 - Modified Tentative Budget: (Printed 8/11/15)

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 JUL-2015	PROJECTED AUG- SEP-2015	TOTAL PROJECTED FY 2015	ANNUAL BUDGET FY 2016
REVENUES						
Interest - Investments	\$ 3,273	\$ 2,500	\$ 2,065	\$ 435	\$ 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	1,017,931
Special Assmnts- CDD Collected	934,428	975,837	913,197	62,640	975,837	893,202
Special Assmnts- Discounts	(16,600)	(32,448)	(21,930)	-	(21,930)	(40,717)
Sale of Equipment	279	-	50	-	50	-
Other Miscellaneous Revenues	-	-	235	-	235	-
Access Cards	1,150	-	1,655	200	1,855	1,200
TOTAL REVENUES	1,559,097	1,757,081	1,707,013	63,275	1,770,288	1,874,116
EXPENDITURES						
Administrative						
P/R-Board of Supervisors	10,600	11,200	10,200	2,400	12,600	11,200
FICA Taxes	811	857	780	184	964	857
ProfServ-Arbitrage Rebate	1,200	1,200	1,800	600	2,400	1,200
ProfServ-Dissemination Agent	500	500	1,500	-	1,500	1,500
ProfServ-Engineering	8,439	5,000	4,420	3,580	8,000	8,000
ProfServ-Legal Services	43,859	30,000	34,061	939	35,000	35,000
ProfServ-Mgmt Consulting Serv	54,011	55,984	46,653	9,331	55,984	55,984
ProfServ-Property Appraiser	587	779	418	-	418	779
ProfServ-Special Assessment	11,822	11,822	11,822	-	11,822	8,822
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	477	273	750	750
Rental - Meeting Room	-	-	500	-	500	1,500
Record Storage	-	-	-	-	-	150
Insurance - General Liability	25,031	27,534	25,512	-	25,512	25,512
Printing and Binding	2,652	2,500	2,143	357	2,500	2,500
Legal Advertising	877	500	561	339	900	900
Misc-Assessmnt Collection Cost	8,579	16,224	15,791	-	15,791	20,359
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
Total Administrative	185,450	182,187	171,334	18,559	189,893	193,012
Field						
ProfServ-Field Management	181,348	210,000	140,867	19,750	160,617	200,000
Total Field	181,348	210,000	140,867	19,750	160,617	200,000

**HARMONY** 

## Summary of Revenues, Expenditures and Changes in Fund Balances Fiscal Year 2016 Modified Tentative Budget

	ACTUAL	ADOPTED BUDGET	ACTUAL THRU	PROJECTED AUG-	TOTAL PROJECTED	ANNUAL BUDGET
ACCOUNT DESCRIPTION	FY 2014	FY 2015	JUL-2015	SEP-2015	FY 2015	FY 2016
Landscape Services						
Contracts-Grounds	21,531	21,961	18,301	3,660	21,961	22,400
Contracts-Trees and Trimming	19,889	20,286	16,905	3,381	20,286	20,692
Contracts-Turf Care	247,692	259,866	216,555	43,311	259,866	265,063
Contracts-Shrub Care	109,784	119,351	99,459	19,892	119,351	121,738
R&M-Irrigation	16,917	20,000	6,481	6,900	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
Total Landscape Services	466,298	476,464	386,544	77,143	463,687	484,893
Utilities						
Electricity - General	28,041	32,000	25,931	4,069	30,000	32,000
Electricity - Streetlighting	376,548	90,206	59,821	19,940	79,761	90,206
Utility - Water & Sewer	105,661	105,000	75,900	24,100	100,000	105,000
Lease - Street Light	-	296,909	247,424	49,485	296,909	208,467
Misc-Contingency	-	31,218	-	-	-	-
Cap Outlay - Streetlights	-	108,697	161,852	517,177	679,029	330,638
Total Utilities	510,250	664,030	570,928	614,771	1,185,699	766,311
Operation & Maintenance						
Contracts-Lake and Wetland	15,696	20,000	13,080	2,616	15,696	20,000
Communication - Telephone	2,773	5,000	3,221	499	3,720	4,000
Utility - Refuse Removal	2,609	2,700	2,366	1,183	3,549	3,000
R&M-Common Area	15,033	-	-	-	-	-
R&M-Equipment	22,008	-	-	-	-	-
R&M-Pools	39,221	30,000	22,761	2,785	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	3,465	500	3,965	7,500
R&M-Equipment Vehicles	-	7,500	3,251	2,035	5,286	5,000
R&M-Parks & Facilities	1,317	37,000	23,891	7,099	30,990	37,000
R&M-Hardscape Cleaning	2,836	5,000	-	-	-	
Miscellaneous Services	200	-	1,350	800	2,150	2,400
Misc-Property Taxes	-	-	329	-	329	-
Misc-Access Cards&Equipment	-	5,000	1,253	-	1,253	2,500
Misc-Contingency	10,698	8,000	6,270	1,726	7,996	8,000
Misc-Security Enhancements	6,017	2,500	1,887	200	2,087	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
Total Operation & Maintenance	130,616	224,400	153,272	24,519	177,791	229,900

**HARMONY** 

#### 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 JUL-2015	PROJECTED AUG- SEP-2015	TOTAL PROJECTED FY 2015	ANNUAL BUDGET FY 2016
Reserves						
Reserve - Renewal&Replacement	25,812	-	-	-	-	-
Total Reserves	25,812	-	-	-		-
TOTAL EXPENDITURES & RESERVES	1,499,774	1,757,081	1,422,945	754,742	2,177,687	1,874,116
Excess (deficiency) of revenues						
Over (under) expenditures	59,323		284,068	(691,467)	(407,399)	
OTHER FINANCING SOURCES (USES)						
Interfund Transfer-In	-	-	-	100,000	100,000	-
TOTAL OTHER SOURCES (USES)	-			100,000	100,000	-
Net change in fund balance	59,323		284,068	(591,467)	(307,399)	
Fund balance - audit adjustments	-	-	-	-	-	-
FUND BALANCE, BEGINNING	797,598	856,921	856,921	-	856,921	549,522
FUND BALANCE, ENDING	\$ 856,921	\$ 856,921	\$ 1,140,989	\$ (591,467)	\$ 549,522	\$ 549,522

#### Exhibit "A"

#### Allocation of Fund Balances

#### **AVAILABLE FUNDS**

	<u> </u>	<u>Amount</u>
Beginning Fund Balance - Fiscal Year 2016	\$	549,522
Net Change in Fund Balance - Fiscal Year 2016		-
Reserves - Fiscal Year 2016 Additions		-
Total Funds Available (Estimated) - 9/30/2016		549,522

#### **ALLOCATION OF AVAILABLE FUNDS**

#### Assigned Fund Balance

Total Unassigned (undesignated) Cash	\$	90,334
Total Allocation of Available Funds		459,188
	Subtotal	459,188
Reserves - Sidewalk		60,000
Reserves - Renewal & Replacement		99,188
Reserves - Insurance		50,000
Operating Reserve - First Quarter Operating Capital		250,000 <sup>(1</sup>

#### **Notes**

(1) Represents approximately 2 months of operating expenditures

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.

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 Fees

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 \$5,012 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.

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

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	\$135,162
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

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.

Fiscal Year 2016

#### **EXPENDITURES**

#### **Utilities (continued)**

Lease-Street Lights \$208,467

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**

\$330,638

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

#### **Operation & Maintenance**

#### **Contracts-Lake and Wetland**

\$20,000

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

Existing Contract (Bio-Tech Consulting) \$15.696 Unscheduled maintenance \$4,304

#### **Communication-Telephone**

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

#### R&M-Roads and Alleyways

\$65,000

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

R&M-Sidewalks \$5,000

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

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.

#### Miscellaneous-Access Cards & Equipment

\$2,500

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

#### Miscellaneous 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.

#### **Miscellaneous-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

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

**HARMONY** 

#### 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 JUL-2015	PROJECTED AUG- SEP-2015	TOTAL PROJECTED FY 2015	ANNUAL BUDGET FY 2016
REVENUES						
Interest - Investments	\$ 7	\$ 100	\$ 64	\$ 12	\$ 76	\$ 50
Special Assmnts- Tax Collector	-	1,080,894	1,065,433	-	1,065,433	1,207,426
Special Assmnts- Prepayment	150,369	-	102,018	-	102,018	-
Special Assmnts- CDD Collected	44,776	255,886	255,886	-	255,886	63,546
Special Assmnts- Discounts	-	(43,236)	(28,827)	-	(28,827)	(48,297)
TOTAL REVENUES	195,152	1,293,644	1,394,574	12	1,394,586	1,222,725
EXPENDITURES						
Administrative						
Misc-Assessmnt Collection Cost	-	21,618	20,726	-	20,726	24,149
Total Administrative	-	21,618	20,726	-	20,726	24,149
Debt Service						
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	-	-	-	-	-
Total Debt Service	589,087	857,819	1,042,819	-	1,042,819	1,212,350
TOTAL EXPENDITURES	589,087	879,437	1,063,545	-	1,063,545	1,236,499
Excess (deficiency) of revenues						
Over (under) expenditures	(393,935)	414,207	331,029	12	331,041	(13,773)
OTHER FINANCING SOURCES (USES)						
Interfund Transfer - In	42,349	-	-	-	-	-
Proceeds of Refunding Bonds	13,945,000	-	-	-	-	-
Operating Transfers-Out	-	(61,095)	(56,011)	-	(56,011)	-
Pymt to Escrow Acct-Refunding	(12,745,235)	-	-	-	-	-
Contribution to (Use of) Fund Balance	-	353,112	-	-	-	(13,773)
TOTAL OTHER SOURCES (USES)	1,242,114	292,017	(56,011)	-	(56,011)	(13,773)
Net change in fund balance	848,179	353,112	275,018	12	275,030	(13,773)
FUND BALANCE, BEGINNING	-	848,178	848,178	-	848,178	1,123,208
FUND BALANCE, ENDING	\$ 848,179	\$ 1,201,290	\$ 1,123,196	\$ 12	\$ 1,123,208	\$ 1,109,435

#### **AMORTIZATION SCHEDULE**

Period	C	Outstanding		Coupon		Annual Debt
Ending		Balance	Principal	Rate	Interest	Service
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
Total			\$13,500,000		\$7,109,325	\$20,609,325

**HARMONY** 

#### 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 JUL-2015	PROJECTED AUG- SEP-2015	TOTAL PROJECTED FY 2015	ANNUAL BUDGET FY 2016
REVENUES						
Interest - Investments	\$ -	\$ -	\$ 31	\$ 16	\$ 47	\$ -
Special Assmnts- Tax Collector	-	-	-	-	-	54,166
Special Assmnts- CDD Collected	-	-	-	-	-	1,013,028
Special Assmnts- Discounts	-	-	-	-	-	(2,167)
TOTAL REVENUES	-	-	31	16	47	1,065,027
EXPENDITURES						
Administrative						
Misc-Assessmnt Collection Cost	-	-	-	-	-	1,083
Total Administrative		-	-	-	-	1,083
Debt Service						
Principal Debt Retirement	-	-	-	-	-	390,000
Interest Expense			-	-	-	668,632
Total Debt Service						1,058,632
Non-Operating						
Underwriter			338,250		338,250	
Total non-Operating		-	338,250		338,250	
TOTAL EXPENDITURES	-	-	338,250	-	338,250	1,059,715
Excess (deficiency) of revenues Over (under) expenditures			(338,219)	16	(338,203)	5,312
OTHER FINANCING SOURCES (USES)	)					
Interfund Transfer - In	-		16,712	-	16,712	-
Bond Premium	-		366,008	-	366,008	-
Proceeds of Fefunding Bonds	-		13,184,870	-	13,184,870	-
Pymt to Escrow Acct-Refunding	-		(12,872,628)	-	(12,872,628)	-
Contribution to (Use of) Fund Balance	-		-	-	-	5,312
TOTAL OTHER SOURCES (USES)	-	-	694,962	-	694,962	5,312
Net change in fund balance			356,743	16	356,759	5,312
FUND BALANCE, BEGINNING	-	-	-	-	-	356,759
FUND BALANCE, ENDING	\$ -	\$ -	\$ 356,743	\$ 16	\$ 356,759	\$ 362,071

#### **AMORTIZATION SCHEDULE**

Period Ending	(	Outstanding Balance	Principal	Coupon Rate	Interest	Annual Debt Service
			<u>.</u>			
11/1/2015	\$	13,530,000		3.750%	\$337,079	
5/1/2016	\$	13,530,000	\$390,000	3.750%	\$331,553	\$1,058,632
11/1/2016	\$	13,140,000		3.750%	\$324,241	
5/1/2017	\$	13,140,000	\$410,000	3.750%	\$324,241	\$1,058,481
11/1/2017	\$	12,730,000		3.750%	\$316,553	
5/1/2018	\$	12,730,000	\$425,000	3.750%	\$316,553	\$1,058,106
11/1/2018	\$	12,305,000		3.750%	\$308,584	
5/1/2019	\$	12,305,000	\$445,000	4.750%	\$308,584	\$1,062,169
11/1/2019	\$	11,860,000		4.750%	\$298,016	
5/1/2020	\$	11,860,000	\$465,000	4.750%	\$298,016	\$1,061,031
11/1/2020	\$	11,395,000		4.750%	\$286,972	
5/1/2021	\$	11,395,000	\$490,000	4.750%	\$286,972	\$1,063,944
11/1/2021	\$	10,905,000		4.750%	\$275,334	
5/1/2022	\$	10,905,000	\$510,000	4.750%	\$275,334	\$1,060,669
11/1/2022	\$	10,395,000		4.750%	\$263,222	
5/1/2023	\$	10,395,000	\$535,000	4.750%	\$263,222	\$1,061,444
11/1/2023	\$	9,860,000		4.750%	\$250,516	
5/1/2024	\$	9,860,000	\$560,000	4.750%	\$250,516	\$1,061,031
11/1/2024	\$	9,300,000		4.750%	\$237,216	
5/1/2025	\$	9,300,000	\$585,000	4.750%	\$237,216	\$1,059,431
11/1/2025	\$	8,715,000		4.750%	\$223,322	
5/1/2026	\$	8,715,000	\$610,000	5.125%	\$223,322	\$1,056,644
11/1/2026	\$	8,105,000		5.125%	\$207,691	
5/1/2027	\$	8,105,000	\$640,000	5.125%	\$207,691	\$1,055,381
11/1/2027	\$	7,465,000		5.125%	\$191,291	
5/1/2028	\$	7,465,000	\$675,000	5.125%	\$191,291	\$1,057,581
11/1/2028	\$	6,790,000		5.125%	\$173,994	
5/1/2029	\$	6,790,000	\$715,000	5.125%	\$173,994	\$1,062,988
11/1/2029	\$	6,075,000		5.125%	\$155,672	
5/1/2030	\$	6,075,000	\$745,000	5.125%	\$155,672	\$1,056,344
11/1/2030	\$	5,330,000		5.125%	\$136,581	
5/1/2031	\$	5,330,000	\$780,000	5.125%	\$136,581	\$1,053,163
11/1/2031	\$	4,550,000		5.125%	\$116,594	
5/1/2032	\$	4,550,000	\$820,000	5.125%	\$116,594	\$1,053,188
11/1/2032	\$	3,730,000		5.125%	\$95,581	
5/1/2033	\$	3,730,000	\$865,000	5.125%	\$95,581	\$1,056,163
11/1/2033	\$	2,865,000		5.125%	\$73,416	
5/1/2034	\$	2,865,000	\$905,000	5.125%	\$73,416	\$1,051,831
11/1/2034	\$	1,960,000		5.125%	\$50,225	
5/1/2035	\$	1,960,000	\$955,000	5.125%	\$50,225	\$1,055,450
11/1/2035	\$	1,005,000		5.125%	\$25,753	
5/1/2036	\$	1,005,000	\$1,005,000	5.125%	\$25,753	\$1,056,506
Total			\$13,530,000		\$8,690,176	\$22,220,176

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	2014 Debt Se	rvice		Series	s 20	015 Debt S	ervice							
			FY 2016	FY 2015	% Change	F	Y 2016	FY 2015	% Change	F	Y 2016	! !	FY 2015	% Change		FY 2016	F	FY 2015	% Change		
Neighbo	orhood	Width	O & M	O & M	Decrease)/	Del	ot Service <sub>I</sub>	Debt Service	I   (Decrease)	Deb	ot Service		Ex Series 2004Debt Service	(Decrease)/ Increase		Total		Total	(Decrease)/ Increase	Units	Acres
l			l l		l I		I	 	I I	_	I	   .		I I	_	1	_				
A-1	A-1	n/a	\$ 1	\$ 457.26	6.43%	\$	605.71		-4.62%	\$	- 1	; \$ I	-	0.00%	\$	1,092.36	\$	1,092.34	0.00%	186	
В	SF	80	\$		•	\$	1,914.87		•	\$	- 1	, \$ - ¢	-	0.00%	\$	3,453.31		3,453.24	0.00%	9	
	SF	65	\$		-	\$	1,555.83		_	\$	- 1	I\$ I	-	I 0.00%	\$	2,805.82		2,805.76		25	
	SF	52	\$ 1		6.43%	\$	1,244.66			\$		. \$ I _	-	0.00%	\$	2,244.65		2,244.61	0.00%	35	
	SF	42	\$ ı		•	\$	1,005.31		•	\$	- 1	ı \$	-	0.00%	\$	1,812.99		1,812.95	0.00%	22	
	SF	35	\$ -	•	Ξ'.	\$	837.75		· <del>-</del>	\$	- 1	ı \$	-	0.00%	\$	1,510.82		1,510.79	0.00%	15	
C-1	SF	80	\$ 		6.43%	\$	1,883.40		1	\$	- '	' \$   .	-	0.00%	\$	3,396.57		3,396.51	0.00%	10	
	SF	65	\$ 			\$	1,530.26			\$	- I	ı \$	-	0.00%	\$	2,759.71		2,759.66	0.00%	30	
	SF	52	\$		•	\$	1,224.21		-	\$	- 1	ı \$	-	0.00%	\$	2,207.77		2,207.72		35	
	SF	42	\$ 794.41	-		\$	988.78	. ,		\$	- !	\$	-	0.00%	\$	1,783.19		1,783.17		30	
	SF	35	\$	\$ 622.04	I .	\$	823.98			\$	- '	\$	-	0.00%	\$	1,485.99		1,485.97	0.00%	12	
C-2	SF	80	\$ 1,573.48 <sub>I</sub>	\$ 1,478.48	6.43%	\$	1,958.47	\$ 2,053.40	-4.62%	\$	- 1	\$	-	0.00%	\$	3,531.95	\$	3,531.88 <sub>I</sub>	0.00%	4	
	SF	65	\$ 1,278.45			\$	1,591.26			\$	- !	I \$	-	0.00%	\$	2,869.71		2,869.65	0.00%	14	
	SF	52	\$ 1,022.76		I	\$	1,273.01		1	\$	-	\$	-	0.00%	\$	2,295.77		2,295.72	0.00%	13	
	SF	42	\$ 826.08	\$ 776.20	6.43%	\$	1,028.20	\$ 1,078.04	-4.62%	\$	- 1	\$	-	0.00%	\$	1,854.28	\$	1,854.24	0.00%	31	
	SF	35	\$ 688.40 ı	\$ 646.83	6.43%	\$	856.83 <b>I</b>	\$ 898.36	· -4.62%	\$	- 1	ı \$	-	ı 0.00%	\$	1,545.23 ı	\$	1,545.19 ı	0.00%	25	
D-1	SF	80	\$ 1,625.63	\$ 1,527.48	6.43%	\$	2,023.39		-4.62%	\$	- !	\$	-	0.00%	\$	3,649.02	\$	3,648.95	0.00%	9	
	SF	65	\$ 1,320.82	\$ 1,241.08	6.43%	\$	1,644.00	\$ 1,723.69	-4.62%	\$	- 1	\$	-	0.00%	\$	2,964.82	\$	2,964.77	0.00%	20	
	SF	52	\$ 1,056.66	\$ 992.86	6.43%	\$	1,315.20	\$ 1,378.95	-4.62%	\$	- 1	\$	-	0.00%	\$	2,371.86	\$	2,371.81	0.00%	6	
D-2	SF	n/a	\$ 965.64	\$ 907.34	6.43%	\$	1,201.91		-4.62%	\$	- !	\$	-	0.00%	\$	2,167.55	\$	2,167.51	0.00%	11	
E	SF	n/a	\$ 2,576.51	\$ 2,420.95	6.43%	\$	3,206.92	\$ 3,362.37	-4.62%	\$	-	\$	-	0.00%	\$	5,783.43	\$	5,783.32	0.00%	51	
G	SF	52	\$ 1,163.12	\$ 1,092.89	6.43%	\$	1,447.71	\$ 1,517.88	-4.62%	\$	- 1	\$	-	0.00%	\$	2,610.83	\$	2,610.77	0.00%	62	
	SF	42	\$ 939.44 I	\$ 882.72	6.43%	\$	1,169.30	\$ 1,225.98	I -4.62%	\$	- 1	I \$	-	0.00%	\$	2,108.74	\$	2,108.70	0.00%	85	
	SF	35	\$ 782.87	\$ 735.60	6.43%	\$	974.41	\$ 1,021.65	-4.62%	\$	- !	\$	-	0.00%	\$	1,757.28	\$	1,757.25	0.00%	39	
H-1	SF	35	\$ 875.01	\$ 822.18	6.43%	\$	1,073.54	\$ 1,125.54	-4.62%	\$	- 1	\$	-	0.00%	\$	1,948.55	\$	1,947.72	0.04%	39	
	SF	40	\$ 1,000.01 I	\$ 939.63	6.43%	\$	1,288.25	\$ 1,350.65	-4.62%	\$	- 1	ı \$	-	ı 0.00%	\$	2,288.26	\$	2,290.28	-0.09%	14	
	SF	50	\$ 1,250.01	\$ 1,174.54	6.43%	\$	1,594.98	\$ 1,672.28	-4.62%	\$	_ !	\$	-	0.00%	\$	2,844.99	\$	2,846.82	-0.06%	13	
	TH	25	\$ 625.01	\$ 587.27	6.43%	\$	766.82	\$ 803.97	-4.62%	\$	- '	\$	-	0.00%	\$	1,391.82	\$	1,391.24	0.04%	46	
H-2		50	\$ 2,039.71	\$ -	N/A	\$	2,554.43		N/A	\$	- 1	. \$	-	0.00%	\$	4,594.13	\$	- 1	N/A	40	17.82
F		50	\$ 1,106.46	\$ -	I N/A	\$	1,385.68	-	I N/A	\$	_ 1	\$	-	0.00%	\$	2,492.14	\$	_ 1	N/A	66	15.95
Office			\$ 1,281.97	\$ 1,204.57	6.43%	\$	- I	\$ -	N/A	\$	1,541.52	\$	1,672.99	-7.86%	\$	2,823.49	\$	2,877.56	-1.88%		0.28
GC			\$ - i	\$ -	N/A	\$	- J	\$ -	N/A	\$		\$	64,893.62	-18.91%	\$	52,624.28	\$	64,893.62	-18.91%		

#### Agenda Page #74

#### **HARMONY**

Community Development District

Platted				O& M			Series	2014 Debt Se	ervi	ice		Series	20	15 Debt Se	ervice			Total			
		FY 2016	F	Y 2015	% Change		FY 2016	FY 2015	1	% Change		FY 2016		FY 2015	% Change	FY 2016	F	Y 2015	% Change		
Neighborhood	Width	O & M		O&M	(Decrease)/ Increase	De	ebt Service	Debt Service		(Decrease)	De	bt Service	2	x Series 004Debt Service	(Decrease)/ Increase	Total		Total	(Decrease)/ Increase	Units	Acres
		j		I			ļ		ı			ı		į		I	j	I			
Unplatted		I		I			ļ		ı			I		į	l	I	1	I			
A-2		\$ 4,303.76	\$	4,043.91	6.43%	\$	5,389.81	\$ 5,616.45	5 .	-4.04%	\$	- !	\$	-	0.00%	\$ 9,693.57	\$	9,660.37	0.34%		4.4
М		\$ 4,303.76	\$	4,043.91	6.43%	\$	5,389.81	\$ 5,616.45	5 .	-4.04%	\$	- i	\$	- 1	0.00%	\$ 9,693.57	\$	9,660.37	0.34%		7.39
I/J/K/L	40	\$ 1,220.42 I		N/A I	0.00%	\$	- 1	N/A	\ I	0.00%	\$	1,467.51 I		N/A	0.00%	\$ 2,687.92	l	N/A I	0.00%	187	
	50	\$ 1,525.52		N/A	0.00%	\$	- !	N/A	١.	0.00%	\$	1,834.38		N/A	0.00%	\$ 3,359.90		N/A	0.00%	148	
	60	\$ 1,830.62		N/A	0.00%	\$	-	N/A	١	0.00%	\$	2,201.26		N/A	0.00%	\$ 4,031.88	! 	N/A	0.00%	62	
Office		\$ 4,303.76	\$	4,043.91 I	6.43%	\$	- 1	-	ı	0.00%	\$	5,175.11 I	\$	5,616.45	-7.86%	\$ 9,478.87	\$	9,660.37	-1.88%		26.34
TC		\$ 4,303.76	\$	4,043.91 I	6.43%	\$	_ !	\$ -	ı	0.00%	\$	5,175.11 I	\$	5,616.45	-7.86%	\$ 9,478.87 <sup>I</sup>	\$	9,660.37	-1.88%		29.97
Comm		\$ 4,303.76	\$	4,043.91	6.43%	\$	-	\$ -		0.00%	\$	5,175.11	\$	5,616.45	-7.86%	\$ 9,478.87	\$	9,660.37	-1.88%		7.58
																			Total	1,394.00	109.73

**4B** 

#### **RESOLUTION 2015-08**

A RESOLUTION OF THE HARMONY COMMUNITY **DEVELOPMENT DISTRICT** RELATING TO ANNUAL APPROPRIATIONS OF THE DISTRICT AND ADOPTING THE BUDGET FOR THE FISCAL YEAR **BEGINNING OCTOBER** 1, 2015 **ENDING AND 30**, **SEPTEMBER** 2016, AND REFERENCING MAINTENANCE AND BENEFIT SPECIAL ASSESSMENTS TO BE IMPOSED AND LEVIED BY THE DISTRICT FOR SAID FISCAL YEAR

WHEREAS, the Harmony Community Development District (hereinafter the "District") is a special and single-purpose local government created by Chapter 190, Florida Statutes, and established by County Ordinance being situated within Osceola County, Florida; and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District, in conformance with Chapter 120, Florida Statutes, to adopt rules and resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June 2015, submitted to the Board of Supervisors (the "Board") a proposed budget for the next ensuing budget year along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, on May 28, 2015, the Board set August 27, 2015, as the date for a Public Hearing thereon and caused notice of such Public Hearing to be given by publication pursuant to Section 190.008(2)(a) Florida Statutes; and

WHEREAS, Section 190.008(2)(a), Florida Statutes requires that, prior to October 1 of each year, the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the ensuing Fiscal Year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing Fiscal Year; and

WHEREAS, at least sixty (60) days prior to the adoption of the proposed annual budget and any proposed long-term financial plan or program of the District for future operations (the "Proposed Budget") the District did file a copy of the Proposed Budget with the general purpose local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

WHEREAS, the District Manager has prepared a Proposed Budget on a cash flow budget basis, whereby the Budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the Fiscal Year; and

WHEREAS, Section 190.021, Florida Statutes, provides that the Annual Appropriation Resolution shall also fix the maintenance special assessments and benefit special assessments upon each piece of property within the boundaries of the District benefited, specifically and peculiarly, by the maintenance and/or capital improvement programs of the District, such imposition and levy representing the amount of assessments to reimburse the District for the special and peculiar benefits received and necessary to provide for payment during the ensuing budget year of all properly authorized expenditures to be incurred by the District, including principal and interest of special revenue, capital improvement and/or benefit assessment bonds, in order for the District to exercise its various general and special powers to implement its single and specialized infrastructure provision purpose; and

WHEREAS, the Assessment Methodology, the Engineer's Cost Report and the Non-Ad Valorem Assessment Roll used with the original District Resolutions are incorporated herein and made a part hereof by reference unchanged except as to the amount of the assessments; and

WHEREAS, the Board of Supervisors of the Harmony Community Development District finds and determines that the non-ad valorem special assessments it imposes and levies by this Resolution for maintenance on the parcels of property involved will constitute a mechanism by which the property owners lawfully and validly will reimburse the District for those certain special and peculiar benefits the District has determined are received by, and flow to, the parcels of property from the systems, facilities and services being provided, and that the special and peculiar benefits are apportioned in a manner that is fair and reasonable in accordance with applicable assessment methodology and related case law; and

WHEREAS, the Chair of the Board of Supervisors may designate the District Manager or other person to certify the Non-Ad Valorem Assessment Roll to the State Constitution's Tax Collector in and for the Osceola County political subdivision on compatible electronic medium tied to the property identification number no later than August 31, 2015 so that the Tax Collector may merge that roll with others into the collection roll from which the November tax notice is to be printed and mailed; and

WHEREAS, non-ad valorem assessments imposed and levied on the unplatted parcels owned by the landowner/developer are collected by the District through the Manager, not using the uniform collection methodology; and

WHEREAS, no authorized budget revisions or transfers shall result in any non-ad valorem assessment per parcel in excess of the amount on the rolls certified hereunder; and

WHEREAS, the proceeds from the collections of these imposed and levied non-ad valorem assessments shall be distributed to the Harmony Community Development District by the Tax Collector and the District Manager; and

WHEREAS, the Tax Collector performs the state work in preparing, mailing out, collecting and enforcing against delinquency, the non-ad valorem assessments of the District using the Uniform Collection Methodology for non-ad valorem assessments under the direct

supervision of the Florida Department of Revenue and the District Manager does not use the uniform methodology; and

WHEREAS, if the Property Appraiser and the Tax Collector have adopted a different technological procedure for certifying and merging the rolls, that procedure must be worked out and negotiated with Board approval through the auspices of the District Manager before there are any deviations from the provisions of Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code.

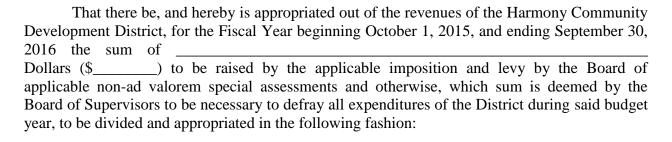
# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT;

**Section 1.** The provisions of the whereas clauses are true and correct and are incorporated herein as dispositive.

#### Section 2. Budget

- a. That the Board of Supervisors has reviewed the District Manager's Proposed Budget, a copy of which is on file with the Office of the District Treasurer and the Office of the Records Administration Department, and is hereby attached to this Resolution, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. That the District Manager's Proposed Budget, as amended by the Board, is adopted hereby in accordance with the provisions of Section 190.008(2)(a), Florida Statutes and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be revised subsequently as deemed necessary by the District Manager to reflect actual revenues and expenditures for Fiscal Year 2015 and/or revised projections for Fiscal Year 2016.
- c. That the adopted budget, as amended, shall be maintained in the Office of the District Treasurer and the Records Administration Department and identified as "The Budget for the Harmony Community Development District for the Fiscal Year Ending September 30, 2016, as Adopted by the Board of Supervisors on August 27, 2015."

#### **Section 3.** Appropriations



Total All Funds	\$
DEBT SERVICE FUND	\$
TOTAL GENERAL FUND	\$

#### **Section 4.** Supplemental Appropriations

The Board may authorize by Resolution supplemental appropriations or revenue changes for any lawful purpose from funds on hand or estimated to be received within the Fiscal Year as follows:

- a. Board may authorize a transfer of the unexpended balance or portion thereof of any appropriation item.
- b. Board may authorize an appropriation from the unappropriated balance of any fund.
- c. Board may increase any revenue or income budget account to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

The District Manager and Treasurer shall have the power within a given fund to authorize the transfer of any unexpended balance of any appropriation item or any portion thereof, provided such transfers do not exceed Ten Thousand Dollars (\$10,000) or have the effect of causing more than 10% of the total appropriation of a given program or project to be transferred previously approved transfers included. Such transfer shall not have the effect of causing a more than \$10,000 or 10% increase, previously approved transfers included, to the original budget appropriation for the receiving program. Transfers within a program or project may be approved by the applicable Department Director and the District Manager or Treasurer. The District Manager or Treasurer must establish administrative procedures, which require information on the request forms proving that such transfer requests comply with this section.

### Section 5. Maintenance Special Assessment Levy: Fixed and Referenced and to be Levied by the Board

a. That the Fiscal Year 2016 Maintenance Special Assessment (the "assessment") upon all the property within the boundaries of the District based upon the special and peculiar benefit received and further based upon reasonable and fair apportionment of the special benefit, shall be in accordance with the attached Exhibit, representing the amount of District assessments necessary to provide for payment during the aforementioned budget year of all properly authorized expenditures to be incurred by the District, including principal and interest of special revenue, capital improvement and/or benefit assessment bonds. Said assessment shall be distributed by the Tax Collector or the District Manager for the assessments imposed and levied as follows:

General Fund O & M
Debt Service Fund

\$ [See Assessment Levy Resolution 2015-09] \$ [See Assessment Levy Resolution 2015-09] b. The designee of the Chair of the Board of Supervisors of the Harmony Community Development District shall be either the Manager or the Treasurer of the District designated to certify the Non-Ad Valorem Assessment Roll to the Tax Collector in and for the Osceola County political subdivision, in accordance with applicable provisions of State law (Chapters 190 and 197, Florida Statutes) and applicable rules (Rule 12D-18, Florida Administrative Code) which shall include not only the maintenance special assessment, but also the total assessment for the debt service, as required by and pursuant to law.

Introduced, considered favorably and adopted this 27th day of August, 2015.

Harmony Community Development District

Chairman		
Attest:		

# 4C.

#### RESOLUTION 2015-09

A RESOLUTION APPROVING, ASSESSING, IMPOSING, LEVYING AND CONFIRMING SPECIAL ASSESSMENTS ON AND PECULIAR TO PROPERTY SPECIALLY BENEFITED BY THE DISTRICT'S INFRASTRUCTURE PROJECT OPERATIONS, MANAGEMENT AND DEBT **PAYMENT:** MAKING **CERTAIN FINDINGS DETERMINATIONS**; EQUALIZING, APPROVING, CONFIRMING, ASSESSING, IMPOSING AND LEVYING NON-AD VALOREM SPECIAL ASSESSMENTS ON AND PECULIAR TO PROPERTY SPECIALLY BENEFITED BY INFRASTRUCTURE MANAGEMENT TO PAY THE COST THEREOF: PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 190, 170 AND 197. FLORIDA STATUTES: PROVIDING FOR PUBLIC HEARING BY THE BOARD ON PROPRIETY AND ADVISABILITY OF BUDGETED INFRASTRUCTURE MANAGEMENT AND BY THE BOARD CONSTITUTED AS THE BOARD OF EQUALIZATION TO HEAR TESTIMONY ON THE ASSESSMENTS ON OWNERS' PROPERTY: PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

#### Preamble

WHEREAS, the Harmony Community Development District (hereinafter the "District") is a special and single-purpose local government created by Chapter 190, Florida Statutes, and established by County Ordinance being situated within Osceola County, Florida; and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District in conformance with Chapter 120, Florida Statutes, to adopt rules and resolutions as may be necessary for the conduct of District business; and

WHEREAS, certain systems, facilities, services and improvements within the Harmony Community Development District and certain related costs of managing the operation, repairs and maintenance are being incurred; and

WHEREAS, the Board of Supervisors of the Harmony Community Development District finds that the District's total General Fund operation assessments, taking into consideration the other revenue sources during Fiscal Year 2016 will amount to \$\_\_\_\_\_\_; and,

WHEREAS, the other revenue sources are \$\_\_\_\_\_; and

WHEREAS, the Board of Supervisors of the Harmony Community Development District finds the District's Debt Service Fund Assessment during Fiscal Year 2016 will amount to \$\_\_\_\_\_\_; and

WHEREAS, the Board of Supervisors of the Harmony Community Development District finds that the Debt Service Fund relates to systems and facilities which provide special benefits peculiar to certain property within the District based on the applicable assessment methodology which is on file with the District Manager; and

WHEREAS, the Board of Supervisors of the Harmony Community Development District finds that the non-ad valorem special assessments it imposes and levies by this Resolution for operations and maintenance for debt amortization on the parcels of property involved will reimburse the District for certain special and peculiar benefits received by the property flowing from the maintenance of the systems, facilities and services apportioned in a manner that is fair and reasonable, in accordance with the applicable assessment methodology; and

WHEREAS, the District Board understands that while this Resolution imposes and levies only the maintenance assessments for 2016, the Chair of the District or the designee of the Chair, shall certify a total Non-Ad Valorem Assessment Roll in a timely manner to the State Constitution's Tax Collector in and for the Osceola County political subdivision for collection to include all assessments imposed, levied and approved by the District on the property, including those for debt service as well as for special maintenance assessments using the uniform methodology; and

WHEREAS, the District Board understands further that all assessments collected by the District Manager shall not be pursuant to the uniform methodology; and

WHEREAS, notice of this Board meeting and Public Hearing was given by publication and also by U.S. Mail written to all property owners pursuant to law; and

WHEREAS, the approved 2015-2016 Budget was adopted by the Board on August 27, 2015; and

WHEREAS, the noticed proposed operations and maintenance assessments and debt assessments are based upon and consistent with that certain Assessment Methodology adopted and used by the Board on \_\_\_\_\_\_ as confirmed by the Board on August 27, 2015; and

WHEREAS, the Board conducted the noticed Public Hearing on the propriety and advisability of the proposed increased assessments to pay for infrastructure management and the Public Hearing, sitting as the Board of Equalization, on any complaints and testimony by owners on the assessments on their property.

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

- Section 1. The Board affirms that the preamble "whereas" clauses are true, correct and incorporated herein as dispositive.
- Section 2. A special assessment for maintenance as provided for in Section 190.021(3), Florida Statutes, (hereinafter referred to as assessment) is hereby imposed and levied on the platted lots within the District and on un-platted land within the District if applicable.
- Section 3. That the collection and enforcement of the aforesaid assessments under the supervision of the Florida Department of Revenue on platted and non-platted lots shall be by the Tax Collector and shall be at the same time and in like manner as ad valorem taxes and subject to all ad valorem tax collection and enforcement procedures which attend the use of the official annual tax notice using the uniform method.
- Section 4. The maintenance special assessments on platted lots in the District will be combined with the debt service non-ad valorem assessments which were imposed, levied and certified as a total amount on the Non-Ad Valorem Assessment Roll to the Osceola County Tax Collector by the designee of the Chair of the Board on compatible medium no later than September 15, 2015, which shall then be collected by the Tax Collector on the tax notice along with other non-ad valorem assessments from other local governments and with all applicable property taxes to each platted parcel of property. Any maintenance assessment imposed and levied on un-platted lands will be collected by the District Manager.
- Section 5. The proceeds therefrom shall be distributed to the Harmony Community Development District.
- Section 6. The Chair of the Board of the Harmony Community Development District designates the District Manager to perform the certification duties for both the roll to be collected by the Tax Collector and the roll to be collected by the District.
- Section 7. Be it further resolved, that a copy of this Resolution be transmitted to the proper public officials so that its purpose and effect may be carried out in accordance with law.

PASSED AND ADOPTED this 27<sup>th</sup> day of August, 2015, by the Board of Supervisors of the Harmony Community Development District, Osceola County, Florida.

Gary L. Moyer Secretary	Steven Berube Chairman	

# **Fifth Order of Business**

# 5A.





#### MAINTENANCE REPORT

CUST	OMER Har	rmony CDD & Golf	Course Ponds			DΑΤ	E 8	8-19-2	2015					
		NO <sup>582-01</sup>												
		CHNICIAN_	Kyle Philpot/ Stev	ve Booth										_
			TREATM	ENT SE	RVI	CE	S							
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	Х		Х	х	Х			Х	Х					
20,4,2,3	Х				Х									
21,28,30	Х				Х	Х								
24,25,26	Х				Х	Х		.,						
31,27,32	Х			Х	Х	Х		Х	Х					
33,34,15	Х				Х									
14,13,12 11,17,16	Х				Х									
18,10,19	Х				Х									
1,5,6,7,8	X				Х									
TARG	ETED VE	GETATION _		I -tails, Torped	x do gra	iss, V	/ater	hyac	inth,	Primr	ose v	villow	, Pen	iny
ADDIT	TONAL NO	OTES / CON	CERNS_Spra	ayed out-fall s	struct	ures 1	for ve	egeta	tion.					

407.894.5969 877.894.5969 407.894.5970 fax

**Native Plant Nursery** 

Orlando Office 2002 East Robinson St. Orlando, FL 32803

Vero Beach Office 1717 Indian River Blvd.

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

**Aquatic & Land** 

DCC Farms 8580 Bunkhouse Rd. Orlando, FL 32832

Key West, FL 33040

Management Operations 3825 Rouse Rd. Orlando, FL 32817

Vero Beach, FL 32960

**Suite 201** 

# 5B.

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

#### August 2015

#### **4.1** Turf

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

Week ending 07/25/15 Week ending 08/01/15 Week ending 08/08/15 Week ending 08/15/15

Mowing for the balance of August is scheduled as follows:

Week ending 08/22/15 Week ending 08/29/15

- 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, follow-up applications, for chinch activity 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, 24-0-12. Next application in October.

#### 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.

#### 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.

#### 4.3.6 Mulching

a. Touch-up as needed – Playground

#### 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 completed
- b. General sucker removal throughout.
- c. Palm trim along 192 completed
- d. Palm trim @ Swim Club completed

#### 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 armilleria. Test results expected in 1-2 weeks. Dr. Ali does not concur with armilleria 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 alow 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 <u>Litter Removal</u>

- 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 <u>District/ District Manager Awareness</u>

#### 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# 08102015 – Sod repair and replacement at Beargrass Alley, Claybrick Rd, and Five Oaks between Schoolhouse and Catbrier, West entrance area. Davey providing 1200 sq. ft. with this work.

# **Seventh Order of Business**

# 7Ci.

#### July 2015/ August 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.
- Continuing on project CDD pocket parks. Cleaning pocket parks concrete.
- Replaced Sod in different distressed areas. Behind Schoolhouse Pocket park, Five Oaks, Schoolhouse rd. Claybrick rd
- Added Trinette plants to Lake Shore park walkway. Added Plum trees at Sun dial.
- Ongoing refurbishment park benches. Added bench in the estates
- Added mulch at Play area.
- Repaired Water feature Center part.
- Replaced Basketball nets and soccer nets.
- Finished Boathouse outside.
- Added Dog potty station at Green Play area and removed next day per request.

#### **Irrigation Maintenance**

- Continue to replace broken and clogged irrigation heads and routine maintenance activities.
- Issue with comouter Maxicomm. Situation resolved
- All Clocks inspected & adjusted as needed.
- Added Rotors on West Five Oaks for better coverage.
- Added bubblers at new planted trees.
- Fixed mainline break directly under a live oak on Cat Brier.
- Adjusted Irrigation on newly replaced sod.
- Continued regular maintenance.
- Construction from OUC on 192 caused many breaks on irrigation. We are in close contact with the contractor supervisor.
- Low water pressure on Button Busch pocket park. At this time ongoing with TOHO

#### **Pools Operations**

- Pools checked, chemically balanced and cleaned daily.
- Replaced Clock at Swim club.
- New pool times 7:30 AM 7:30 PM
- Damage because of vandalism on steps of entry ladder (see Face book report). Replaced with new steps

#### **Boat Maintenance**

- All propellers weekly checked and cleaned.
- Replaced base for captain seat 20ft pontoon
- Dock repairs are done by Dock-ters because of storm damage.
- First 10 ft on ramp to dock, repairs have started.

#### **Buck Lake Activities**

• Boat Orientation held at the Pavilion, 21 attended.

#### **Access Cards**

- Approximately 45 ID cards have been made this month.
- Minor problems with the system.

End of Report.

Face book report July 15<sup>th</sup> – August 13<sup>th</sup>

Considering all CDD board members are on Harmony Families and Open Forum ,topics named here are a mix of Personal messages received text messages and already known topics.

July 25<sup>th</sup> Resident asked for power and water hook up for Pop Warner event at Lakeshore park. Accommodated the resident. However damage occurred on Sod and they left the water hose running all night.

Overall, residents ask for information about the Boat classes. Responded with proper info.

Overall residents have concerns over Ants at Lake Shore Park. Treatment is ongoing.

Concern over vulgar drawings at pocket park Butterfly. Responded the same evening. Shawn went to park and removed words and drawings on concrete sidewalks.

Overall questions about Pool opening/Closing times. Responded accordingly

Question about who governs the trails. Responded with, The Harmony Development.

Concern from resident over hearing a couple wants to carve their names in a tree at Cat Lake after their wedding. Followed up and gave developers address.

Question from resident on who is taking care of Ashley park sidewalks. Referred to property management.

Concern from resident on 2 Teen aged boys vandalizing steps from swim club pool and vandalizing life ring and equipment. Responded and found 4 steps vandalized and removed from entry ladders. Upon arrival Field manager, Teen aged boys were gone. No hard evidence available to track identity of boys.

**End of Report** 

# 7Cii.

#### **HARMONY CDD**

Gerhard van der snel

Date	Resident	Time	M W Th		Total Pass		16' Pont	18' Bass	14' Fish	Sail	Canoe	Kayak	Comments
/13/2015	Tanner Pollard	9:00 - 11:00 AM	Х		6	Х							
/13/2015	Eunice Sines	1:00 - 4:00 PM	Х		8	Χ							
/13/2015	Giancarlo Ferrucho	3:00 - 5:00 PM	Х		1							X	
/15/2015	D Rachel Garwood	7:30 - 10:30 AM			2		Χ						
/15/2015	Jim Bell	7:30 - 10:00 AM			1							Х	
/15/2015	Jim Bell	7:30 - 10:00 AM			1							X	
/15/2015	Jim Bell	7:30 - 10:00 AM			1							X	
/15/2015	Jim Bell	7:30 - 10:00 AM			1							Х	
/15/2015	Jim Bell	7:30 - 10:00 AM			1							X	
/15/2015	cathryn ortiz	9:00 - 11:00 AM			4	Χ							
//15/2015	Eunice Sines	2:30 - 5:00 PM			8	Х							
7/16/2015	Paulo Monteiro	8:30 - 10:00 AM			1							X	
/16/2015	Paulo Monteiro	8:30 - 10:00 AM			1							Х	
/16/2015	jackie thomas	9:30 - 11:00 AM			3		Х						
/16/2015	Terry Fader	10:00 - 1:00 PM			4	X							
/16/2015	Terry Fader	10:00 - 1:00 PM			1							Х	
/16/2015	Terry Fader	10:00 - 1:00 PM			1							Х	
7/16/2015	Terry Fader	10:00 - 1:00 PM			1							X	
7/16/2015	Eunice Sines	11:00 - 1:30 PM			8	Х							
7/17/2015	Terry Fader	10:00 - 1:00 PM			1							Х	
7/17/2015	Terry Fader	10:00 - 1:00 PM			5	Х							
7/17/2015	Terry Fader	10:00 - 1:00 PM			1							Х	
7/17/2015	Terry Fader	10:00 - 1:00 PM			1							X	
7/18/2015	Logan Micher	7:30 - 11:30 AM			1							Х	
7/18/2015	Logan Micher	7:30 - 11:30 AM			1							Х	
7/18/2015	Logan Micher	7:30 - 11:30 AM			1							Х	
7/18/2015	Michael Goodhue	11:30 - 2:30 PM			2			X					
7/19/2015	kristin kibbe	7:30 - 9:30 AM		Х	3	Х							
7/19/2015	Roberto Silva	9:30 - 12:30 PM		Х	4		Χ						
7/19/2015	Kimberly Rodriguez	2:00 - 5:00 PM		X	7	Χ							
7/20/2015	Jim Bell	7:30 - 10:00 AM	×	(	1							Х	
7/20/2015		7:30 - 10:00 AM	>	(	_ 1							Х	
Ř			1	3 1	4 20	7 26	13	3	0	0	1	28	
						al Pas	senge	rs: 20	7				
						al Trip							

			M	FS	Total	20'	16'	18'	14'	Sail			
Date	Resident	Time	Th	s	Pass	Pont	Pont	Bass	Fish	Boat	Canoe	Kayak	Comments
/20/2015	Jim Bell	7:30 - 10:00 AM	X	l	1							X	
//20/2015	Jim Bell	7:30 - 10:00 AM	Х		1							X	
7/20/2015	Jim Bell	7:30 - 10:00 AM	Х		1							Х	
7/22/2015	Donald Rice	7:30 - 10:30 AM			3		Х						
//22/2015	D Rachel Garwood	7:30 - 10:30 AM			2	X							
7/23/2015	Chris Todd	9:00 - 10:30 AM			4	X			85 I				
//23/2015	Chris Todd	9:00 - 11:30 AM			4	Χ							
7/25/2015	Roberto Silva	1:00 - 4:00 PM			4	Х							
7/26/2015	Donald Rice	7:30 - 10:30 AM		Х	2		Х						
7/26/2015	Ray Walls	7:30 - 10:30 AM		Χ	2			Х					
7/26/2015	shari mitchell	8:00 - 10:00 AM		Х	2	Х							
7/27/2015	cathryn ortiz	9:00 - 11:00 AM	Х		6	Х							
7/27/2015	Emily Buck	10:00 - 2:00 PM	X		1							X	
7/27/2015	Emily Buck	10:00 - 2:00 PM	Х		1							Х	
7/27/2015	Jeff Santeramo	12:00 - 2:30 PM	Х		3		Х						
//29/2015	Donald Rice	7:30 - 10:30 AM			2			Χ					
7/29/2015	D Rachel Garwood	7:30 - 10:30 AM			2		Х						
3/1/2015	Daniel Forestner	8:00 - 10:30 AM			2						Х		
3/1/2015	Mary Hupe	11:00 - 2:00 PM			8	Х							
3/2/2015	Matthew Larsen	10:00 - 1:00 PM		Х	4		Х						
3/2/2015	Mary Hupe	11:00 - 2:00 PM		Χ	8	Х							
3/5/2015	D Rachel Garwood	7:30 - 10:30 AM			2		Х						
3/5/2015	Daniel Drake	10:00 - 1:00 PM			7	Х							
3/6/2015	Matthew Larsen	10:00 - 1:00 PM			3	Х							
3/7/2015	Richard Young	8:00 - 10:00 AM			3	Х							
8/7/2015	Matthew Thomson	10:30 - 12:30 PM			4		Х						
3/8/2015	jordan O'Boyle	9:00 - 12:00 PM			5	Х							
3/8/2015	Kimberly Rodriguez	1:00 - 4:00 PM			2		Х						
3/8/2015	Milba Lagares	3:00 - 5:00 PM			8	Х							
8/9/2015	Daniel Forestner	10:00 - 1:00 PM		Х	4	Х							
8/9/2015	Daniel Forestner	10:00 - 2:00 PM		Х	1							Х	
8/9/2015	Daniel Forestner	10:00 - 2:00 PM		Х	1							Х	
8/9/2015	Daniel Forestner	10:00 - 2:00 PM		Х	1							Х	
8/9/2015	Daniel Forestner	10:00 - 2:00 PM		Х	1							X	
8/9/2015	Miguel V Cruz	11:00 - 2:00 PM		Х	4		X						
			40	4.4	207	20	40	2	0	0	a a	28	
			13	14	207		13	3	0	0	1	20	
						l Pass I Trips	enger:	207					

Date	Resident	Time	W Th	F S	Total Pass		16' Pont	18' Bass	14' Fish	Sail Boat	Canna	Kayak	Comments
8/10/2015	Matthew Thomson	10:00 - 1:00 PM	Х		5	Х							
8/12/2015	D Rachel Garwood	7:30 - 10:30 AM			2		Х						
8/12/2015	cindy kilgallon	7:30 - 10:30 AM			3	Х							
8/13/2015	cathryn ortiz	10:00 - 11:30 AM			5	Х							
			13	14	207	26	13	3	0	0	1	28	
					Total	Passe	ngers	207					
					Total '	Trips:	71						

# **Eighth Order of Business**

### 8A.

#### Legend For Google Earth "G"Park Photo

It is important to note that this photo is from February 18, 2015. The dirt and thin grass is what residents are complaining about; while it is green now, that is because the weeds and other invasive grasses are currently sunlight and water supported. When winter returns, the ground will look like the picture again.

Each "X" denotes a tree to be added. The actual count is still to be determined as will be the pattern. But, they will be complimentary to the trees in species and size to those existing in this area. Ground cover will be several inches of pine needles which is low maintenance and limits how much running around kids will be able to do in this area.

"A" is current playground area; it will be expanded slightly and covered in mulch. Sunken timbers to create a line between mulch and adjacent ground cover.

"B" is the drainage swale. This will be modified to encompass the ground cover plantings as suggested by Ms. Kassel. These plantings will be heavy and closely spaced to act as a "catch" point for any errant pine needles. Low posts and drooping chains as protectors??

"C" is existing planter bed. Plantings to be upgraded to compliment ground cover used in "B" above. Again, low posts and drooping chains are possible.

"D" another existing planter bed to be upgraded possibly with a couple of evergreen trees surrounded by some ground color. Note the word color. Again, posts and chains as protective measure?

"E" is another planter bed which most likely should be removed and replaced by more "X" trees as in the larger area. If removal is not desired, perhaps a couple more evergreens and color as in "D" to provide balance on this the opposite end of the park.

ESTIMATED COST OF ABOVE: \$24,000-\$36,000 Variance is caused by tree choices.

Everything we might do above should be as child//traffic resistant as possible. Also, by eliminating this wide swath of grassy play area, we must strongly consider replacing that area with the upgrade to the long grassy area paralleling Butterfly drive to include "enclosing" it on 3 sides with some sort of shrubbery wall. Inside that enclosure, we might add outdoor exercise equipment, benches, trash cans, shade trees, and perhaps even a "shell rock" walking path as concrete walkway MIGHT run us afoul of the usage guidelines for this easement. \$8-12,000.

Finally, we should consider adding "trails" leading to this easement play area. There is a trail just behind the easement which could easily be expanded. A new one could be added running the length of Dark Sky Drive out to the new H1 area and cross the street to tie into H2 so residents from those areas can be funneled to this new play area. \$2-5,000.



Google earth

eet



# **Ninth Order of Business**

### 9A.

## 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 Commonty Church
Address: POBOX 70237 5+ Cloud, FC 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: Melanie Chandler E-mail: Melanie @ Hermony ecommonity.
Work Phone: Cell Phone: 407-433-6844 Church
EVENT INFORMATION
Type of event: Pomphia Patch
Requested location: <u>Paved Court at center of town 5</u> goore Event date(s): <u>Oct 15- Nov 15th</u> (a.m./p.m.) To: (a.m./p.m.)
Event date(s): OCA 15- Nov. Times From: (a.m./p.m.) To: (a.m./p.m.)
Anticipated # of attendees: 500 What age group? All ages
<b>NOTE:</b> If requesting use of a pool area, please be advised the access gates are <u>not</u> 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 on File
For each event with 10 or more attendees, the District shall collect from the event organizer a

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

business license, and insurance on file with the Osceolo	
How many vendor/merchandise locations will you	er event require? 1- Harmony C.Ch
Please describe vendors/type that will occur on day	y of event: Pumplhin patch
A complete detailed listing of names must be pro- the names, addresses, phone numbers and types agreement/contract for any service they will provide	of service of any person(s) that you have an
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 ad the Harmony Community Development District Parks	lditional waste management services, as required in and Recreation Facilities Policy.
Osceola County Zoning and Code Enforcement: One Courthouse Square, Suite 1200, Kissi Phone (407) 343-3400	mmee, FL 34741
Osceola County Parks and Recreation Departmen One Courthouse Square, Suite 1200, Kissi Phone (407) 343-2380	

Harmony CDD Facility Usage Application (Company)

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:

Facility Usage Application (Company)

- I understand that this is an <u>application</u> 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: Melanio Cheme	2	Date: \$7/27/15
Printed Name: Modera Chandles		-
APPROVAL FROM HARMONY CDD		
Signature:	Mark the second second second second	Date:
Printed Name:	10	-
Title:		-
Harmony CDD	3	

# 9B.

### 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: Life Church of Central Florida
Address: 7012 Cupseed In Harmony, FL 34773
Type of Organization:   Non-Profit Government Private  If Non-Profit, does your organization hold a current 503(c)(3) certificate?   Yes No
Contact Person: Krystal Groves E-mail: Krystalgroves 32@ gmail.com
Work Phone: Cell Phone:
EVENT INFORMATION
Type of event: Halloween - trunk or treat
Requested location: Harmony town Square
Event date(s): October 31, 2015 Times From: 6:30 (a.m. p.m.) To: 9:00(a.m. p.m.)
Anticipated # of attendees: Open to everyone What age group? All
<b>NOTE:</b> If requesting use of a pool area, please be advised the access gates are <u>not</u> 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.

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### VENDORS/MERCHANDISE

Any vendor who will sell or give away merchal business license, and insurance on file with the Os		
How many vendor/merchandise locations will	your event require?	
Please describe vendors/type that will occur or	n day of event:	-
A complete detailed listing of names must be the names, addresses, phone numbers and ty agreement/contract for any service they will p	ypes of service of ar	dors. Please attach a list with my person(s) that you have an
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 the Harmony Community Development District F	or additional waste mo Parks and Recreation F	unagement services, as required in acilities Policy.
Osceola County Zoning and Code Enforceme One Courthouse Square, Suite 1200, 1 Phone (407) 343-3400		1
Osceola County Parks and Recreation Depart One Courthouse Square, Suite 1200, Phone (407) 343-2380		1
County Waste Management: Phone (407) 84	17-7370	

#### 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 <u>application</u> 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: Kuystol D	Date: July 27,2019
Printed Name: Krystal Groves	
APPROVAL FROM HARMONY CDD	
Signature:	Date:
Printed Name:	
Title:	
Harmony CDD Facility Usage Application (Company)	

## 9C.

## 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: Life Church of Central Florida
Address: 7012 Cupseed In Harmony, FL 34773
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: Krystal Groves E-mail: Krystalgroves 32 @ gmail. con
Work Phone: Cell Phone:
EVENT INFORMATION
Type of event: Christmas eve Worship
Requested location: Harmony town Square
Event date(s): December 24, 2015 Times From: 6:00 (a.m. p.m.) To: 8:00 (a.m. p.m.)
Anticipated # of attendees: What age group?All
<b>NOTE:</b> If requesting use of a pool area, please be advised the access gates are <u>not</u> 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

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### VENDORS/MERCHANDISE

Any vendor who will sell or give away merchand business license, and insurance on file with the Osca	dise must have a vendor agreement, a copy of their reola County Parks and Recreation Department.
How many vendor/merchandise locations will y	your event require?
Please describe vendors/type that will occur on day of event:	
	provided of all vendors. Please attach a list with pes of service of any person(s) that you have an
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 on the Harmony Community Development District Pa	r additional waste management services, as required in arks and Recreation Facilities Policy.
Osceola County Zoning and Code Enforcement One Courthouse Square, Suite 1200, K Phone (407) 343-3400	
Osceola County Parks and Recreation Departm One Courthouse Square, Suite 1200, K Phone (407) 343-2380	
County Waste Management: Phone (407) 847	-7370

### INDEMNIFICATION AND HOLD HARMLESS

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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.

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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:

Facility Usage Application (Company)

- I understand that this is an <u>application</u> 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.

Printed Name: Krystal Groves	Date: July 27, 2015
APPROVAL FROM HARMONY CDD	
Signature:	Date:
Printed Name:	_
Title:	_
Harmony CDD	

## 9D.

### 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: HAR MONLY COMMUNITY SCHOOL
Address: 3305 Schoolhouse Ra MARTIETY, PC39173
Type of Organization:   Non-Profit   Commercial   Government   Yes   No
Contact Person: Clady Strauch E-mail: Strauchc & OSCOOLA. KIZ. 71.0
Work Phone: 407-891-2655 Cell Phone:
Type of event: Learn to Swim - First Grade
Hormony Poor Club
Event date(s): Sept. 14-18 Times From: 9:15 (a.m./p.m.) To: 12:15 (a.m.p.m.)  Event date(s): Sept. 21-25 What age group? (a) 7 years old
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 curve value one will have access.

### DAMAGE DEPOSIT

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### VENDORS/MERCHANDISE

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Annual Control of the	
event require?	<u></u>
of event:	9
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	Zip Code:
Email:	
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additional waste manag ks and Recreation Facili	gement services; as required ities Policy.
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<i>1-</i> 7370	a.
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	State: Fax: Email: additional waste manages and Recreation Facilities issimmee, FL 34741  nent: Eissimmee, FL 34741

Harmony CDD Facility Usage Application (Company)

CT:07 CT07 /07 /00

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### SIGNATURE OF APPLICANT/EVENT ORGANIZER

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- I have read, understand, and agree to abide by the policies set forth by the Harmony Community Development District in Chapter 4, Parks and Recreation Facilities Rules.
- If approved, I understand that I must have a copy of the signed, approved application in my possession at the event or I will be denied access for this event.

Signature: Condy Strauch Printed Name: Cindy Strauch	
APPROVAL FROM HARMONY CDD	22 22
Signature:	Date:
Printed Name:	
3	
Title:	
Harmony CDD Facility Usage Application (Company)	

- Swimming Lessons are 40 minutes long.
- > You will be picked up 10 minutes prior to start of lesson.
- > Parents are welcome (your choice to invite them) to attend on Friday only.

### September 14-18

1.	Jenkins	9:30 - 10:10
2.	Vaughn	10:10 - 10:50
	Schroeder	10:50 - 11:30
	Alderman	11:30 - 12:10

9:20 Pick up Group 1 from HCS and drop off at Harmony Pool Club (HPC)

10:00 Pick up Group 2 from HCS and drop off at HPC Return Group 1 to HCS

10:40 Pick up Group 3 from HCS and drop off at HPC Return Group 2 to HCS

11:20 Pick up Group 4 from HCS and drop off at HPC Return Group 3 to HCS

12:10 Return Group 4 to HCS

### September 21-25

1.	Yeager	9:30 - 10:10
2.	Pacheco	10:10 - 10:50
2	Johnsen	10:50 - 11:30

9:20 Pick up Group 1 from HCS and drop off at Harmony Pool Club (HPC)

10:00 Pick up Group 2 from HCS and drop off at HPC Return Group 1 to HCS

10:40 Pick up Group 3 from HCS and drop off at HPC Return Group 2 to HCS

11:30 Pick up Group 4 from HCS and drop off at HPC Return Group 3 to HCS

## **Tenth Order of Business**

# 10A.

#### **MEMORANDUM**



TO: Board of Supervisors

FROM: Tiziana Cessna, District Accountant

CC: Gary Moyer, District Manager / Stephen Bloom, Accounting Manager

DATE: August 11, 2015 SUBJECT: July Financial Report

Please find attached the July 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. 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 July was approximately 91% of the YTD budget and 101% 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 July, the collection were at 83% of the annual budget.
- Total Expenditures through July were at 103% of the YTD budget and 79% 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.
  - 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.
    - 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.
  - Miscellaneous Services represents monthly charges for the new holding tank.

#### Page 2

#### Re: July Financial Report



#### **Debt Service Series Funds**

- Total Revenue through July were at a favorable 108% 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

July 31, 2015

**Prepared by** 



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# Harmony Community Development District

**Financial Statements** 

(Unaudited)

July 31, 2015

### Balance Sheet July 31, 2015

ACCOUNT DESCRIPTION		GENERAL FUND		2014 DEBT SERVICE FUND		2015 DEBT SERVICE FUND		2015 CAPITAL PROJECTS FUND		TOTAL	
ASSETS											
Cash - Checking Account	\$	306,229	\$	-	\$	-	\$	-	\$	306,229	
Acct Receivable-Returned Items		20		-		-		-		20	
Assessments Receivable		81,320		-		-		-		81,320	
Interest/Dividend Receivables		162		-		-		-		162	
Due From Other Funds		1,442		-		-		-		1,442	
Investments:											
Certificates of Deposit - 12 Months		100,400		-		-		-		100,400	
Money Market Account		715,877		-		-		-		715,877	
Construction Fund		-		-		-		200,018		200,018	
Prepayment Account		-		68,012		-		-		68,012	
Reserve Fund		-		607,313		340,000		-		947,313	
Revenue Fund		-		449,313		16,743		-		466,056	
TOTAL ASSETS	\$	1,205,450	\$	1,124,638	\$	356,743	\$	200,018	\$	2,886,849	
LIABILITIES  Accounts Payable  Accrued Expenses  Accrued Taxes Payable  Due To Other Funds	\$	115,551 48,788 122	\$	- - - 1,442	\$		\$	- - -	\$	115,551 48,788 122 1,442	
TOTAL LIABILITIES		164,461		1,442						165,903	
FUND BALANCES  Restricted for:  Debt Service		-		1,123,196		356,743		-		1,479,939	
Capital Projects		-		-		-		200,018		200,018	
Assigned to:											
Operating Reserves		439,270		-		-		-		439,270	
Reserves-Renewal & Replacement		99,188		-		-		-		99,188	
Reserves - Self Insurance		50,000		-		-		-		50,000	
Reserves - Sidewalks		60,000		-		-		-		60,000	
Reserves - Streetlights		105,000		-		-		-		105,000	
Unassigned:		287,531		-		-		-		287,531	
TOTAL FUND BALANCES	\$	1,040,989	\$	1,123,196	\$	356,743	\$	200,018	\$	2,720,946	
TOTAL LIABILITIES & FUND BALANCES	\$	1,205,450	\$	1,124,638	\$	356,743	\$	200,018	\$	2,886,849	

For the Period Ending July 31, 2015

ACCOUNT DESCRIPTION	 ANNUAL ADOPTED BUDGET	IR TO DATE BUDGET	AR TO DATE ACTUAL	ANCE (\$) (UNFAV)
REVENUES				
Interest - Investments	\$ 2,500	\$ 2,080	\$ 2,065	\$ (15)
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	813,198	813,197	(1)
Special Assmnts- Discounts	(32,448)	(32,448)	(21,930)	10,518
Sale of Surplus Equipment	-	-	50	50
Other Miscellaneous Revenues	-	-	235	235
Access Cards	-	-	1,655	1,655
TOTAL REVENUES	1,757,081	1,594,022	1,607,013	12,991
EXPENDITURES				
Administration				
P/R-Board of Supervisors	11,200	9,600	10,200	(600)
FICA Taxes	857	732	780	(48)
ProfServ-Arbitrage Rebate	1,200	1,200	1,800	(600)
ProfServ-Dissemination Agent	500	500	1,500	(1,000)
ProfServ-Engineering	5,000	4,170	4,420	(250)
ProfServ-Legal Services	30,000	25,000	34,061	(9,061)
ProfServ-Mgmt Consulting Serv	55,984	46,650	46,653	(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	626	477	149
Rental - Meeting Room	-	-	500	(500)
Insurance - General Liability	27,534	27,534	25,512	2,022
Printing and Binding	2,500	2,080	2,143	(63)
Legal Advertising	500	418	561	(143)
Misc-Assessmnt Collection Cost	16,224	16,224	15,791	433
Misc-Contingency	500	418	50	368
Office Supplies	500	418	44	374
Annual District Filing Fee	175	175	175	-
Total Administration	 182,187	164,508	 171,334	(6,826)

For the Period Ending July 31, 2015

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Field				
ProfServ-Field Management	210,000	175,000	140,867	34,133
Total Field	210,000	175,000	140,867	34,133
Landscape Services				
R&M-Grounds	21,961	18,300	18,301	(1)
R&M-Irrigation	20,000	16,670	6,481	10,189
R&M-Tree Trimming Services	20,000	16,670	-	16,670
R&M-Trees and Trimming	20,286	16,905	16,905	-
R&M-Turf Care	259,866	216,555	216,555	-
R&M-Shrub Care	119,351	99,460	99,459	1
Miscellaneous Services	15,000	12,500	28,843	(16,343)
Total Landscape Services	476,464	397,060	386,544	10,516
Utilities				
Electricity - General	32,000	26,670	25,931	739
Electricity - Streetlighting	90,206	75,172	59,821	15,351
Utility - Water & Sewer	105,000	87,500	75,900	11,600
Lease - Street Light	296,909	247,424	247,424	-
Misc-Contingency	31,218	26,015		26,015
Cap Outlay - Streetlights	108,697	20,010	161,852	(161,852)
Total Utilities	664,030	462,781	570,928	(108,147)
Operation & Maintenance				
Contracts-Lake and Wetland	20,000	16,670	13,080	3,590
Communication - Telephone	5,000	4,170	3,221	949
Utility - Refuse Removal	2,700	2,250	2,366	(116)
R&M-Pools	30,000	25,000	22,761	2,239
R&M-Roads & Alleyways	65,000	65,000	61,077	3,923
R&M-Sidewalks	5,000	4,170	3,924	246
R&M-Equipment Boats	7,500	6,250	3,465	2,785
R&M-Equipment Vehicles	7,500	6,250	3,251	2,999
R&M-Parks & Facilities	37,000	30,830	23,891	6,939
R&M-Hardscape Cleaning	5,000	5,000	20,001	5,000
Miscellaneous Services	-	3,000	1,350	(1,350)
Misc-Property Taxes	_	_	329	(329)
Misc-Access Cards&Equipment	5,000	4,170	1,253	2,917

For the Period Ending July 31, 2015

ACCOUNT DESCRIPTION	Α	ANNUAL DOPTED BUDGET	 AR TO DATE BUDGET	 AR TO DATE ACTUAL	RIANCE (\$) V(UNFAV)
Misc-Contingency		8,000	6,670	6,270	400
Misc-Security Enhancements		2,500	2,084	1,887	197
Cap Outlay - Other		15,000	-	-	-
Cap Outlay - Vehicles		9,200	 9,200	5,147	 4,053
Total Operation & Maintenance		224,400	 187,714	153,272	 34,442
TOTAL EXPENDITURES		1,757,081	1,387,063	1,422,945	(35,882)
Excess (deficiency) of revenues					
Over (under) expenditures			206,959	 184,068	 (22,891)
Net change in fund balance	\$		\$ 206,959	\$ 184,068	\$ (22,891)
FUND BALANCE, BEGINNING (OCT 1, 2014)		856,921	856,921	856,921	
FUND BALANCE, ENDING	\$	856,921	\$ 1,063,880	\$ 1,040,989	

For the Period Ending July 31, 2015

ACCOUNT DESCRIPTION	 ANNUAL ADOPTED BUDGET	YE	AR TO DATE BUDGET	YE	AR TO DATE ACTUAL	RIANCE (\$)
REVENUES						
Interest - Investments	\$ 100	\$	84	\$	64	\$ (20)
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
TOTAL REVENUES	1,293,644		1,293,628		1,394,574	100,946
EXPENDITURES						
Administration						
Misc-Assessmnt Collection Cost	21,618		21,618		20,726	892
Total Administration	21,618		21,618		20,726	892
Debt Service						
Principal Debt Retirement	260,000		260,000		260,000	-
Principal Prepayments	-		-		185,000	(185,000)
Interest Expense	 597,819		597,819		597,819	 
Total Debt Service	 857,819		857,819		1,042,819	 (185,000)
TOTAL EXPENDITURES	879,437		879,437		1,063,545	(184,108)
Excess (deficiency) of revenues						
Over (under) expenditures	 414,207		414,191		331,029	 (83,162)
OTHER FINANCING SOURCES (USES)						
Operating Transfers-Out	(61,095)		(61,095)		(56,011)	5,084
Contribution to (Use of) Fund Balance	353,112		-		-	-
TOTAL FINANCING SOURCES (USES)	292,017		(61,095)		(56,011)	5,084
Net change in fund balance	\$ 353,112	\$	353,096	\$	275,018	\$ (78,078)
FUND BALANCE, BEGINNING (OCT 1, 2014)	848,178		848,178		848,178	
FUND BALANCE, ENDING	\$ 1,201,290	\$	1,201,274	\$	1,123,196	

For the Period Ending July 31, 2015

ACCOUNT DESCRIPTION	ļ	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YE	AR TO DATE ACTUAL	ARIANCE (\$) FAV(UNFAV)
REVENUES						
Interest - Investments	\$	-	\$ -	\$	31	\$ 31
TOTAL REVENUES		-	-		31	31
EXPENDITURES						
Non-Operating						
Underwriter		<u>-</u>	_		338,250	 (338,250)
Total Non-Operating		<u>-</u>			338,250	 (338,250)
TOTAL EXPENDITURES		-	-		338,250	(338,250)
Excess (deficiency) of revenues						
Over (under) expenditures			-		(338,219)	 (338,219)
OTHER FINANCING SOURCES (USES)						
Interfund Transfer - In		-	-		16,712	16,712
Bond Premium		-	-		366,008	366,008
Proceeds of Refunding Bonds		-	-		13,184,870	13,184,870
Pymt to Escrow Acct-Refunding		-	-		(12,872,628)	(12,872,628)
TOTAL FINANCING SOURCES (USES)		-	-		694,962	694,962
Net change in fund balance	\$		\$ -	\$	356,743	\$ 356,743
FUND BALANCE, BEGINNING (OCT 1, 2014)		-	-		-	
FUND BALANCE, ENDING	\$	-	\$ -	\$	356,743	

For the Period Ending July 31, 2015

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YE	AR TO DATE BUDGET	AR TO DATE ACTUAL	RIANCE (\$) AV(UNFAV)
REVENUES					
Interest - Investments	\$	- \$	-	\$ 22	\$ 22
TOTAL REVENUES		-	-	22	22
EXPENDITURES					
Debt Service					
Cost of Issuance			-	143,229	(143,229)
Total Debt Service			-	 143,229	 (143,229)
TOTAL EXPENDITURES		-	-	143,229	(143,229)
Excess (deficiency) of revenues					
Over (under) expenditures		<u>-</u>		 (143,207)	 (143,207)
OTHER FINANCING SOURCES (USES)					
Proceeds of Refunding Bonds		-	-	345,130	345,130
Operating Transfers-Out		-	-	(1,905)	(1,905)
TOTAL FINANCING SOURCES (USES)		-	-	343,225	343,225
Net change in fund balance	\$	- \$	-	\$ 200,018	\$ 200,018
FUND BALANCE, BEGINNING (OCT 1, 2014)		-	-	-	
FUND BALANCE, ENDING	\$	- \$	<u>-</u>	\$ 200,018	

# Harmony Community Development District

**Supporting Schedules** 

July 31, 2015

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

					Allocation by Fund				
		Discount/		Gross		Series 2004	Series 2014		
Date	Net Amount	(Penalties)	Collection	Amount	General	Debt Service	Debt Service		
Received	Received	Amount	Cost	Received	Fund	Fund	Fund		
						(2)			
ASSESSMEN	ITS LEVIED FY	2015 (1)		\$ 1,943,191	\$ 811,191	\$ 66,567	\$ 1,065,434		
Allocation %				100%	43.21%		56.79%		
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	1,205	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		
TOTAL	\$ 1,854,585	\$ 50,757	\$ 37,849	\$ 1,943,191	\$ 811,191	\$ 66,567	\$ 1,065,434		

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

			Allocation by Fund						
Date Received	١	let Amount Amount Received		Series 2004 General Debt Service Fund Fund			Series 2014 Debt Service Fund		
ASSESSMENTS LEVIED FY 2015	\$	2,331,143	\$	975,837	\$	1,099,420	\$	255,886	
Allocation %		100%		42%		47%		11%	
10/14/14	\$	542,122	\$	81,320	\$	466,368	\$	75,754	
11/25/14		81,320		81,320		=		-	
12/31/15		81,320		81,320		-		=	
01/31/15		81,320		81,320		-		-	
02/28/15		81,320		81,320		-		-	
03/31/15		81,320		81,320		=		-	
04/21/15		813,184		=		689,062		124,121	
4/21/15 (1)		-		-		(56,011)		56,011	
04/29/15		81,320		81,320		-		-	
05/31/15		81,320		81,320		-		-	
06/30/15		81,320		81,320		-		-	
07/31/15		81,320		81,320		-		-	
TOTAL	\$	2,087,185	\$	813,199	\$	1,099,420	\$	255,886	
% COLLECTED		90%		83%		100%		100%	
TOTAL OUTSTANDING	\$	243,958	\$	162,638	\$	-	\$	-	

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

### Cash and Investment Report July 31, 2015

### **General Fund**

Account Name	Bank Name	Investment Type	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account- Operating	CenterState Bank	Interest Bearing Account	n/a	0.05%	\$298.065
Checking Account	CenterState Bank	Business Checking Account	n/a	0.05%	\$8,163
				Subtotal	\$306,229
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%	\$8,991
Money Market Account	Stonegate Bank	Money Market Account	n/a	0.40%	\$354,007
Money Market Account	BankUnited	Money Market Account	n/a	0.35%	\$352,879
				Subtotal	\$715,877

### **Debt Service and Capital Projects Funds**

Account Name	Bank Name	Investment Type	Maturity	<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%	\$449,313
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%	\$16,743
Series 2015 Construction Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$200,018
				Subtotal	\$1,681,398
				Total	\$2,803,903

### Construction Report Series 2015 Bonds

### Recap of Capital Project Fund Activity Through July 31, 2015

Source of Funds:	Amount	
Opening Balance in Construction Account		200,000
Opening Balance in Cost of Issuance account		145,130
Interest Earned		
Construction Account	\$	18
Cost of Issuance Account		4
Transferred to Revenue Account (includes balance of Cost of Issuance)		(1,905)
	\$	(1,883)
Total Source of Funds:	\$	343,247
	<u> </u>	0.0,2
Use of Funds:		
Disbursements:		
Cost of Issuance	\$	143,229
Streetlights Buy Down		-
Total Use of Funds:	\$	143,229
Available Balance in Construction Account at July 31, 2015	\$	200,018

# 10B.

# HARMONY Community Development District

**Check Register** 

July 1 - July 31, 2015

#### **Community Development District**

#### Check Register by Fund For the Period from 7/1/15 to 7/31/15 (Sorted by Check No.)

Fund No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount
GENE	RAL FU	IND - 001					
CHECK	# 53852						
001	07/13/15	BRIGHT HOUSE NETWORKS	0050284834-01	#0050284834-01 7/06-8/05	Misc-Security Enhancements	549911-53910	\$49.23
						Check Total	\$49.23
	# 53853	FARRELL CONCERNICATION CERVICES INC	1000	Decrees and makes abjects as Boothless	Mar Ordania	540000 F0040	<b>00.407.5</b>
001 001		FARRELL CONSTRUCTION SERVICES INC FARRELL CONSTRUCTION SERVICES INC	1208 1211	Remove and replace shingles on Boat House Concrete footings for pool area	Misc-Contingency R&M-Pools	549900-53910 546074-53910	\$3,497.50 \$850.00
001	07/13/13	PARRELL CONSTRUCTION SERVICES INC	1211	Concrete lootings for poor area	NAIVI-F UUIS		
CHECK	# 53854					Check Total	\$4,347.50
001	# 53654 07/13/15	FEDEX	5-080-29505	0012-7 6/19/15	Postage and Freight	541006-51301	\$10.76
						Check Total	\$10.76
CHECK	# 53856					Chioth Folia	<b>\$10.70</b>
001		PROGRESSIVE WASTE SOLUTIONS OF FL INC	0000961414	#0060-126957 July 2015	Utility - Refuse Removal	543020-53910	\$304.17
						Check Total	\$304.17
CHECK	# 53857						
001	07/13/15	SPRINT	244553043-023	#244553043 5/26/15 - 6/25/15	Communication - Telephone	541003-53910	\$304.66
						Check Total	\$304.66
CHECK	# 53858						
001	07/13/15	SUN PUBLICATIONS DBA	00151282	Legal Ad - Notice of Intent 6/27/15	Legal Advertising	548002-51301	\$79.25
						Check Total	<i>\$79.25</i>
	# 53859						
001	07/13/15	US BANK	4011471	Admin Fees - 06/01/15 - 5/31/15	ProfServ-Trustee Fees	531045-51301	\$4,336.94
0115011	# F0CC4					Check Total	\$4,336.94
OHECK 001	# <b>53861</b>	ALLSTATE PAVING INC	07152015	Settlement Agreement with AllState Paving, Inc.	R&M-Roads & Alleyways	546081-53910	\$10.000.00
001	07/10/10	ALLOTATE PAVING INC	07 132013	Settlement Agreement with Allotate Favilig, IIIC.	Naw-Noaus & Alleyways	Check Total	\$10,000.00
CHECK	# 53862					Check lotal	\$ 10,000.00
001		HOME DEPOT CREDIT SERVICES	CM84078	Returned Supplies	R&M-Equipment Boats	546223-53910	(\$26.98
001		HOME DEPOT CREDIT SERVICES	07082015	Finance Charge	Misc-Contingency	549900-53910	\$3.70
001		HOME DEPOT CREDIT SERVICES	4043978	Supplies	R&M-Equipment Boats	546223-53910	\$201.88
001	07/28/15	HOME DEPOT CREDIT SERVICES	5024455	Carpet mtl, Bosch Bit, Ridgid drill, and screws	R&M-Pools	546074-53910	\$144.27
001	07/28/15	HOME DEPOT CREDIT SERVICES	2055831	Supplies	R&M-Parks & Facilities	546225-53910	\$155.11
						Check Total	\$477.98

#### **Community Development District**

#### Check Register by Fund For the Period from 7/1/15 to 7/31/15 (Sorted by Check No.)

Fund No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount
CHECK	(# 53863						
001	07/29/15	FEDEX	5-087-31906	0012-7 6/30/15	Postage and Freight	541006-51301	\$9.58
						Check Total	\$9.58
CHECK	# 53864						
001	07/29/15	FLORIDA BLUE	71769489	#B7539001 thru August 2015	ProfServ-Field Management	531016-53901	\$3,287.69
						Check Total	\$3,287.69
	# 53865						
001	07/29/15	PLIC-SBD GRAND ISLAND	071815-10001	#1046947-10001 8/1-8/31	ProfServ-Field Management	531016-53901	\$150.55
						Check Total	<i>\$150.55</i>
	# 53866						
001		SEVERN TRENT ENVIRONMENTAL SERVICES	STES 2078701	April 2015 Management Fees	ProfServ-Mgmt Consulting Serv	531027-51201	\$4,665.33
001		SEVERN TRENT ENVIRONMENTAL SERVICES	STES 2078701	April 2015 Management Fees	Postage and Freight	541006-51301	\$14.63
001		SEVERN TRENT ENVIRONMENTAL SERVICES	STES 2078701	April 2015 Management Fees	Printing and Binding	547001-51301	\$175.40
001	07/30/15	SEVERN TRENT ENVIRONMENTAL SERVICES	STES 2078701	April 2015 Management Fees	Office Supplies	551002-51301	\$5.50
						Check Total	\$4,860.86
CHECK	# 53867						
001	07/31/15	MARK W. LEMENAGER	PAYROLL	July 31, 2015 Payroll Posting			\$184.70
						Check Total	\$184.70
CHECK	# 53868						
001	07/31/15	STEVEN P. BERUBE	PAYROLL	July 31, 2015 Payroll Posting			\$184.70
						Check Total	\$184.70
CHECK	# 53869						
001	07/31/15	RAYMOND D. WALLS, III	PAYROLL	July 31, 2015 Payroll Posting		_	\$184.70
						Check Total	\$184.70
	# 53870						
001	07/31/15	DAVID L. FARNSWORTH	PAYROLL	July 31, 2015 Payroll Posting			\$184.70
						Check Total	\$184.70
						Fund Total	\$28,957.97
							<del>,</del>

#### Harmony

#### **Community Development District**

#### Check Register by Fund For the Period from 7/1/15 to 7/31/15 (Sorted by Check No.)

Fund No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount
<u>2015</u>	DEBT S	ERVICE FUND - 204					
CHECK	# 53860						
204	07/13/15	HARMONY CDD C/O U.S. BANK	07132015	Transfer of FY2015 Assessments - Series 2015	Due From Other Funds	131000	\$1,691.15
						Check Total	\$1,691.15
						Fund Total	\$1,691.15
-							

# HARMONY Community Development District

**Debit Card invoices** 

July 1 - July 31, 2015

ID Zone: Receipt

Agenda Page #150



Free Shipping on \$190+ Orders | Contact Us | Login

My Cart 0

Search by keyword or item #



(800) 910-5987 Live Chat

**10 Card Printers** 

Photo ID Systems Ribbons & Supplies

Software

**4D Cards** 

Photo (f) Cameras Badge Floiders, Reets & Larryands

Date Capture

Visitor ID Radges

#### Thank you for your order! This is your receipt.

You will also receive up omelled sales receipt

Good Experience? We'd love to hear about it!

#### **Order Information**

Order Number: 895090

Date: 08/10/2015 15:53:43 EDT Payment Type: MasterCont XXXXXXXXXXXXXXXX4354

Bill To Address

Gerhard van der Snel Harmony CDD 210 N University Dr

Corel Springs, FL 33071 US Phone: 407-301-2235

Ship To Address

Gerhard van der Snel Harmony CDD 7360 Pive Oaks Dr Harmony, Ft., 94773 US Phone: 4073012206

Contact Us.

(900) 910-5987 v2

Chat Live

salato di DiZone com

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

Item #

Description

Quantity

Price/Each

Total

GR-AVVID-0-0

AVVID GR Graphic Quality Prox-Linc Proximity Card - PROGRAMMED - Qty. 50

\$109.50

\$399,00

Selected Options:

Gard Format: H10301 - 26 Bit Site/Facility Code: 84

Lunderstand the configuration Eve selected and understand that these costs are custom products and are not returnable.

Shipping: FREE UPS Ground

\$0,00

Sales Tax

Total

\$0.00 \$399.00

If you need assistance, please contact us at (800) 916-5987 or Chat Live

Privately Policy | Resum Policy | Engineer Options | EACS

Join DZONEmeil

ID Zone @ 2006-2015

Approved G v/d Snel 06/10/2015

Items Ordered Price

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

Fluted

Sold by: Amazon.com LLC

Condition: New

Shipping Address:

Gerhard van der Snel

7360 Five Oaks Dr

Shipping & Handling: \$0.00

Office trailer

HARMONY, FLORIDA 34773-6047 Total before tax: \$20.21

United States

Total for This Shipment: \$20.21

Sales Tax: \$0.00

Shipping Speed: Two-Day Shipping

Shipped on July 2, 2015

Items Ordered Price

3 of: Wise 8WD418-900 Contoured Foam Standard Folding Boat Seat, Cuddy \$49.99 Marble/Cuddy Round Midniaht

Sold by: Amazon.com LLC

Condition: New

**Shipping Address:** 

Gerhard van der Snel 7360 Five Oaks Dr Office trailer

Office clotter

HARMONY, FLORIDA 34773-6047

**United States** 

**Shipping Speed:** 

Two-Day Shipping

Item(s) Subtotal: \$149.97

Shipping & Handling: \$0.00

Total before tax: \$149.97-

Sales Tax: \$0.00

Total for This Shipment: \$149.97

Payment information

Payment Method:

Debit Card | Last digits: 4

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 States Total before tax: \$189.75

Estimated tax to be collected:

\$0.00

Grand Total:\$189.75

**Credit Card transactions** 

MasterCard ending in MasterCard ending in

MasterCard ending in

: June 30, 2015: \$20.21

: June 30, 2015: \$15.59 : June 30, 2015: \$3.98

MasterCard ending in 4354: July 2, 2015:\$149.97

Approved G v/d Snel 08/10/2015

# Approved G v/d Snel 07/01/2015



Service is our best part.

STORE # 09533 (407) 957-0591 1650 E. IRLO BRONSON 9T. CLOUD FL 34771 7/01/2015 10:07:54 REG 04

Cashier: Juse V.

ITEM	QTY	PRICE	TOT	AL
2254	Jan 198			
HCM15CRSE 1	1	#29,99 #29,199	\$29	ijij
	h lutal		45.0	99
Y 1	lax B	P.0000%	\$2	10
Ī.	alal		\$32	09

#### Real Rewards, Real Fast!

Retail customers, Spand \$30 get \$5 off next purchase of \$10 or more. Spand \$100 get \$20 off next purchase of \$40 or more Rewards sent straight to your email. Faul Questions? On to you speedbacks com

Fransaltion 45880 Gerhard.Van Der Snel CARD TYPE MasterCard ACCOUNT 1.xxxxxxxxxxxxx

BUTH CODE 0H4549

WINT / \$32

tardholder acknowledges receipt of goods and/or services to the omtact of total shown berein and agrees to per form the obligations set forth to the cardholder's agreement with the issuer

Scan to RETURN Heas

ZA XJ 235214CR

Transaction #5880

### Final Details for Order #115-1553377-0142651

Print this page for your records.

Order Placed: July 6, 2015

Amazon.com order number: 115-1553377-0142651

Order Total: \$117,20

# Shipped on July 6, 2015

**Items Ordered** 

Price

4 of: Green Folded Paper Towels, Multi-Fold, Natural, 9 1/8W x 9 1/2L,

\$29.30

4000/Carton

Sold by: KBD SUPPLY (seller profile)

Condition: New

Thank you for your Business

Shipping Address:

Gerhard van der Snel 7360 Five Oaks Dr

Office trailer

HARMONY, FLORIDA 34773-6047

United States

Item(s) Subtotal: \$117.20

Shipping & Handling: \$0.00

Total before tax: \$117.20

Sales Tax: \$0.00

**Shipping Speed:** 

Standard

Total for This Shipment: \$117,20

# **Payment information**

Payment Method:

Debit Card | Last digits:

Item(s) Subtotal: \$117.20

Shipping & Handling:

\$0.00

**Billing address** 

GERHARD VAN DER SNEL HARMONY CDD 210 N UNIVERSITY DR STE 702

CORAL SPRINGS, FL 33071-7320

**United States** 

Total before tax: \$117.20

Estimated tax to be collected: \$0.00

Grand Total: \$117,20

**Credit Card transactions** 

MasterCard ending in

: July 6, 20/15:\$117.20

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

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Approved a v/d Snel 07/13/2015

# Final Details for Order #115-4693947-9924237

Print this page for your records.

Order Placed: July 6, 2015

Amazon.com order number: 115-4693947-9924237

Order Total: \$81,99

# Shipped on July 7, 2015

Items Ordered

Price

1 of: ANRAN CCTV Weatherproof Hight Resolution 700TVL EFFIO-E SONY

\$69.00

Exview CCD Array IR Long Range Security Camera Sold by: anranshop (seller profile)

Condition: New

1 of: VideoSecu 150 Feet Pre-made All-in-One Video Power Security Camera \$12.99

Cable for CCTV Surveillance DVR System Installation 1LY

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: \$81.99 Shipping & Handling: \$0.00

Total before tax: \$81.99

Sales Tax: \$0.00

Shipping Speed:

Two-Day Shipping

Total for This Shipment: \$81.99

#### **Payment information**

Payment Method:

Debit Card | Last digits:

Item(s) Subtotal: \$81.99

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: \$81.99

Estimated tax to be collected: \$0.00

Grand Total:\$81.99

**Credit Card transactions** 

MasterCard ending in

July 7, 2015: \$81.99

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

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Approved G v/d Snel 07/13/2015

# Approved G V/d Snel 07/07/2015



Sunoco 6998 E Irlo Bronson St. Cloud Florida 34

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

Trans #: 426625 Grade: Regular (87) Pump Number: 11 Gallons: 15.327 Price: \$2.559 Total Fuel: \$39.22 Total Sale: \$39.22

Term: J012417328001

Appr: 027806

Seq#: 044446

MasterCard XXXXXXXXXXX

07/04/2015 07:58:44 Thank You For Shopping Sunoco

#### Final Details for Order #115-0891966-0691468

Print this page for your records.

Order Placed: July 6, 2015

Amazon.com order number: 115-0891966-0691468

Order Total: \$38.97

#### Shipped on July 7, 2015

Items Ordered

Price

3 of: VideoSecu 150 Feet Pre-made All-in-One Video Power Security Camera \$12.99 Cable for CCTV Surveillance DVR System Installation 1LY Sold by: Warehouseseller (seller profile) | Product question? Ask Seller

Condition: New 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:

Two-Day Shipping

Total for This Shipment: \$38.97

#### **Payment information**

**Payment Method:** 

Debit Card | Last digits:

Item(s) Subtotal: \$38.97

Shipping & Handling: \$0,00

**8illing 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 July 7, 2018: \$38.97

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

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Approved G v/d Snel 07/13/2015

Misc Cantogen Cy

Amazon.com, Inc. 410 Terry Avenue North RECEIPT Seattle, WA 98109-5210 USA Receipt number: 1T92CX2FSE5QFK5208K1 Billing date: Billed to: Method of Payment: July 07, 2015 **GERHARD VAN DER SNEL** MasterCard \*\*\*-HARMONY CDD 210 N UNIVERSITY DR STE 702 CORAL SPRINGS, FL 33071-7320 **United States** Item: Amount: Prime Membership Fee \$99.00 This is not a VAT invoice

Approved G v/d Snel 08/10/2015

# Final Details for Order #115-3870382-4666647

Print this page for your records.

Order Placed: July 7, 2015

Amazon.com order number: 115-3870382-4666647

Order Total: \$38.87

# Shipped on July 8, 2015

Items Ordered

Price

1 of: MAGLITE S6D015 Display Box Heavy-Duty 6-D Cell Flashlight, Black Sold by: Amazon.com LLC

\$38.87

Condition: New

Shipping Address:

Gerhard van der Snel 7360 Five Oaks Dr

Office trailer

HARMONY, FLORIDA 34773-6047

United States

Item(s) Subtotal: \$38.87

Shipping & Handling: \$0.00

Total before tax: \$38.87

Sales Tax: \$0.00

**Shipping Speed:** 

Two-Day Shipping

Total for This Shipment: \$38.87

#### Payment information

Payment Method:

Debit Card | Last digits:

Item(s) Subtotal: \$38.87

Shipping & Handling: \$0.00

Billing address

GERHARD VAN DER SNEL HARMONY CDD

210 N UNIVERSITY DR STE 702 CORAL SPRINGS, FL 33071-7320

United States

Total before tax: \$38.87

Estimated tax to be collected: \$0.00

Grand Total: \$38.87

Credit Card transactions

MasterCard ending in July 8, 2015:\$38.87

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

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# Final Details for Order #115-9199414-4538607

Print this page for your records,

Order Placed: July 7, 2015

Amazon.com order number: 115-9199414-4538607

Order Total: \$18.98

# Shipped on July 8, 2015

**Items Ordered** 

Price

1 of: Kidde FA110 Multi Purpose Fire Extinguisher 1A10BC

\$18.98

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: \$18.98

Shipping & Handling: \$0.00

Total before tax: \$18.98

Sales Tax: \$0,00

Shipping Speed:

Standard Shipping

Total for This Shipment: \$18.98

# Payment information

Payment Method:

Debit Card | Last digits:

Item(s) Subtotal: \$18.98

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: \$18.98

Estimated tax to be collected: \$0.00

Grand Total:\$18.98

**Credit Card transactions** 

MasterCard ending in July 8, 2015/\$18.98

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

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Approved a v/d Snel 07/13/2015

7/7/2015 3 46 PM

Sales Receipt #59039

Store 1

**Customer Copy** 

# Harmony Town Square Market

7250 Harmony Square Drive South Harmony, FL 34773 David Buck - Store Manager (407) 892-0148 www.facebook.com/fownsquaremarket

Bill To: Harmony Market Employee Harmony Markel Employee 7250 Harmony Square Drive South Harmony, FL 34773

Cashier

Item # 634

Price Ext Price \$2.80 \$16.78

SFINE PURIFIED W

D% 15%Customer \$16.78 Subtotal

Local Sales Tax

+ \$0.00 0 % Tax

RECEIPT TOTAL:

\$16.78

Credit Card \$16.78 XXXX

MasterCard

Auth=085364 Reference # 1000028182

Entry Swiped

Merchant # \*\*\*78501

Signature
Lagrae to pay above amount according to eard issuer agreement (merchant agreement) if credit voucher)

Total Sales Discounts \$2.96 www.HarmonyFt.com



# Receipt

APPER IO

gerhardvandersnel@hotmail.com

Aug 8, 2015

OHCETHIN MJ-167VDM1S

155105647955

MasterCard .... Gerhard Van der 210 N University dr Suite 762

Coral Springs, FL 33071-7320

\$0.99

Cloud

FROM HASED

PERM

Cloud: 20 GB Storage Plan

Monthly | Sep 8, 2616

Caud Storagh

\$0.99

Approved G v/d Snel 08/10/2015

Societal \$0.99

Tax \$0.00

\$0.99

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# Details for Order #115-9202349-4097005

Print this page for your records.

Order Placed: July 13, 2015

Amazon.com order number: 115-9202349-4097005

Order Total: \$66.97

### **Not Yet Shipped**

**Items Ordered** Price

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

1 of: RiteAV - 25 feet Power Extension Cord Heavy Duty Outdoor Jacket \$16.99

(Indoor & Outdoor Rated)

Sold by: Ultra Spec Cables (RiteAV®) (seller profile)

Condition: New

NEMA 5-15P to NEMA 5-15R 25FT 16AWG Heavy Duty Outer Jacket

**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:

Item(s) Subtotal: \$66.97 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: \$66.97

Estimated tax to be collected: \$0.00

Grand Total: \$66.97

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

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Approved G v/d Snel 07/13/2015

Suncee 6998 E Irlo Bronson St. Cloud Florida 34

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

Trans #: 436584
Orade: 8egular (87)
Pump Number: 86
Gallons: 17.141
Price: \$2.559
Total Fuel: \$49.86
Total Sale: \$43.86

Term: JD12417328001

Appr: 020348

Seq#: 047598

MasterCard

87/11/2815 13:41:42 Thank You For Shopping Sunoco





RECEIPT

Number: 6022108 Date: 2015-07-14

Balance Due: \$0.00

Drder Placed	Artwork Completed	Order Shipped	Shipper / Tracking No.
07/14/2015			ompper / Hacking No.

Bill to: GERHARD VAN DER SNEL 210 N UNIVERSITY DR SUITE 702 CORAL SPRINGS, FL 33071 407-301-2235

Ship to: GERHARD van der Snel 3500 HARMONY SQUARE DR W HARMONY, FL 34773-5047 407-301-2235

Contact: GERHARD VAN DER SNEL

GERHARDHARMONY@GMAIL.COM

HARMONY CDD

FIELD OPERATIONS MANAGER

407-301-2235

Design	Screenprinting	Item	Size/Quantity	Subtotal
newharmony	1 color front 1 color back	Gildan Ultra Cotton T-shirt — Navy	L: 20	\$ 280.40
			Total: 20	

Tax: \$ 0.00

.....

Total: \$

280.40

Amount Paid(Credit Card): \$

-280.40

Balance Due: \$

0.00

Please send payment to:

CustomInk PO Box 759439 Baltimore, MD 21275-9439 Attn: Accounts Receivable

If you have any questions, please call 866-485-8160.

Thank you for placing your order with CustomInk. We appreciate your business and look forward to serving you again.

Approved G v/d Snel 07/14/2015

#### Final Details for Order #115-4145186-7410656

Print this page for your records.

Order Placed: July 14, 2015

Amazon.com order number: 115-4145186-7410656

Order Total: \$107.98

# Shipped on July 15, 2015

Items Ordered

Price

1 of: Letter Logo Retro Vintage 8"x12" Metal Tin Sign

\$7.99

Sold by: ochoice (seller profile)

Condition: New 100% New

Shipping Address:

Item(s) Subtotal: \$7.99 Gerhard van der Snel

7360 Five Oaks Dr Office traller

HARMONY, FLORIDA 34773-6047

United States

Shipping & Handling: \$0.00

Total before tax: \$7.99

Sales Tax: \$0.00

Shipping Speed:

Two-Day Shipping

Total for This Shipment/\$7.99

# Shipped on July 15, 2015

**Items Ordered** 

Price

1 of: Moeller Heavy Duty Standard Boat Helm Seat, Cushion, and Mounting \$99.99 Plate Set (24.5" x 20" x 16", White)

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: \$99.99 Shipping & Handling: \$0.00

Total before tax: \$99.99

Sales Tax: \$0.00

Shipping Speed:

Two-Day Shipping

Total for This Shipment/\$99.99

Payment information

Payment Method:

Debit Card | Last digits:

Item(s) Subtotal: \$107.98 Shipping & Handling: \$0.00

# Final Details for Order #115-1646658-1170622

Print this page for your records.

Order Placed: July 14, 2015

Amazon.com order number: 115-1646658-1170622

Order Total: \$9.10

# 5hipped on July 15, 2015

Items Ordered Price 1 of: PLEASE PICK UP AFTER YOUR PET No Dog Poop Sign signs \$9.10

Sold by: Highway Traffic Supply (seller profile)

Condition: New

Shipping Address:

Item(s) Subtotal: \$9.10 Gerhard van der Snel Shipping & Handling: \$0.00 7360 Five Oaks Dr Office trailer

HARMONY, FLORIDA 34773-6047

United States

Shipping Speed:

Standard

Total before tax: \$9.10 Sales Tax: \$0.00

Total for This Shipment: \$9.10

Payment information

Payment Method:

Debit Card | Last digits: 4

Item(s) Subtotal: \$9.10 Shipping & Handling: \$0.00

Billing address

GERHARD VAN DER SNEL HARMONY CDD 210 N UNIVERSITY DR STE 702

CORAL SPRINGS, FL 33071-7320

United States

Total before tax: \$9.10

Estimated tax to be collected: \$0.00

Grand Total:\$9.10

Credit Card transactions

MasterCard ending in July 15, 2015:\$9.10 To view the status of your order, return to Order Summary.

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Gerhard Van der snel <gerhardharmony@gmail.com>

#### Refund on order 115-4693947-9924237

1 message

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

Thu, Jul 16, 2015 at 6:43 PM

Hello,

We're writing to let you know we processed your refund of \$69.00 for your Order 115-4693947-9924237 from anranshop.

This refund is for the following item(s):

Item: ANRAN CCTV Weatherproof Hight Resolution 700TVL EFFIO-E SONY Exview CCD Array IR Long Range Security Camera

Quantity: 1

ASIN: BOOMYNKCRM

Reason for refund: Customer return

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

Item Refund: \$69.00

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

Debit Card [expiring on 8/2017]: \$69.00

We've processed a refund for the above order in the amount of \$69.00. 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

Approved G v/d Snel 07/17/2015

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.

ID Zone: Receipt

Free Shipping on \$100+ Orders | Contact Us | Login

My Cart 0

(800) 910-5987 Live Chat

10 Card Printers

Finato IO Systems Ribbons & Supplies

Software

Search by knyword or item #

ID Cards

Photo ID Cameras Badge Holders, Reels & Lanyards

Dala Capture

Wisilor ID: Badges

#### Thank you for your order! This is your receipt.

You will also receive an empited sales receipt

Good Experience? We'd love to hear about it!

#### **Order Information**

Order Number: 855301 Date: 08/00/2015 07:42:33 EDT Payment Type: MusterCord

2022/2000/2000

Bill To Address

Gerhard van der Snel Harmony CDD 210 N Uravernity Dr Suite 702 Cortil Springs, FL 33071 US Phone: 407-301-2235

Ship To Address Gerhard van der Snel Harmony CBD 7350 Five Oaks Dr Harmony, FL 34773 US Phone: 4073012235

Contact Us

(60X) 910-5997 x2

Chall Live

sales@tDZswa czm

#### Optional Order Reference (If applicable): USA2015

Item#

Description

Quantity

Price/Each

Total

GRI AWID-0-0

AWID GR Graphic Quality Prox-Linc Proximity Cord - PROGRAMMED - Qty. 50 2

\$199.50

\$390,00

Selected Options:

Card Format H10301 - 26 Bil Sife/Pacitity Corte: R4 Start Number: 2401

Euroderstanni the configuration five selected and understand that these cards are maximi

products and are not returnable

Coupon: USA2015

(\$50.00)

Shipping: FREE UPS Ground \$6.00

> Sales Tax \$0.00

> > Total \$349.00

If you need assistance, please contact us at (800) 910-5987 or Chat Live

Playerry Policy Return Relicy Payment Option TAGE

Goln DZONE Access Extra Savings, Plus

ID Zone @ 2006-2015







Approved G v/d Snel 06/30/2015

Final Details for Order #115-0630354-1546653 Print this page for your records.

Order Placed: July 16, 2015

Amazon com order number: 115-0630354-1546653

Order Total: \$21.49

# 5hipped on July 17, 2015

Items Ordered

Price

1 of: Seaflo Automatic Submersible Boat Bilge Water Pump 12v 750gph Auto \$21.49 with Float Switch-new

Sold by: SmartStandard (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: \$21,49

Shipping & Handling: \$0.00

Total before tax: \$21.49

Sales Tax: \$0.00

Shipping Speed:

Two-Day Shipping

**Total for This Shipment: \$21.49** 

#### Payment information

Payment Method:

Debit Card | Last digits:

Item(s) Subtotal: \$21.49

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: \$21.49

Estimated tax to be collected: \$0.00

Grand Total: \$21.49

Credit Card transactions

MasterCard ending in 4

July 17, 2015: \$21,49

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

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# Final Details for Order #115-6191965-6835433

Print this page for your records.

Order Placed: July 16, 2015

Amazon com order number: 115-6191965-6835433

Order Total: \$47.15

# Shipped on July 16, 2015

Items Ordered

Price

1 of: Designers Edge L2999WH Ecozone Twin 150-Watt 180 Degree Halogen \$37.90 Motion Activated Floodlight, White

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: \$37,90

Shipping & Handling: \$0.00

Total before tax: \$37.90

Sales Tax: \$0.00

Shipping Speed:

Two-Day Shipping

Total for This Shipment: \$37.90

Shipped on July 17, 2015

**Items Ordered** 

**Price** \$9.25

sools

1 of: Joy Fish 14.6" Heavy Duty Nylon Cable Ties, 50 lb Test (Black, 100PC)

Sold by: Lee Fisher International, Inc. (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: \$9.25

Shipping & Handling: \$0.00

Total before tax: \$9,25

Sales Tax: \$0.00

Shipping Speed:

Two-Day Shipping

Total for This Shipment: \$9.25

Payment information

Payment Method:

Debit Card | Last digits:

Item(s) Subtotal: \$47.15 Shipping & Handling: \$0.00 515 8 08 AM

Sales Receipt #59983

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

BIII To: Harmony Market Employee Harmony Market Employee 7250 Harmony Square Drive South Harmony, FL 34773

Cashier

Item # 695

Qty Price Ext Price \$3.05 6 \$18 31

WATER SILVER SP D% 15%Customer

Local Sales Tax

Subtotal: \$18.31 0 % Tax ÷ \$0 00

RECEIPT TOTAL: \$18,31

Credit Card: \$18.31 XXXX MasterCard

Reference # 1000028638

Auth=023535

Entry Swiped

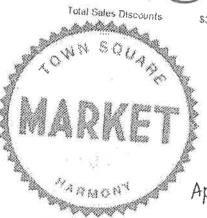
Merchant # \*\*\*78501

#### Signature

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



\$3 23



Approved G v/d Snel 07/21/2015

www HarmonyFL com



# Approved a v/d Snel 07/21/2015



Coop 2707 6990 E Irlo Bronson Mem H St. Cloud, Florida 34771

7/21/2015 7:51:40 AM Transaction #: 449312 Register #: 2

Pre-Pay Pump #

3

\$12.00 Prepay Fuel

CARD NOT CHARGED UNTIL SALE IS COMPLETE FINAL RECEIPT PRINTS AT THE DISPENSER

 Sub. Total:
 \$12.00

 Tax:
 \$0.00

 Total:
 \$12.00

 Discount Total:
 \$0.00

MasterCard: \$12.00 Change \$0.00 Join Our Loyalty Program And Save

MasterCard

Approval : 014548 Sequence : 051560 ENTEREL

Thank You For Shopping Sunoco



Coop 2707 5990 E Irlo Bronson Mem H St. Cloud, Florida 34771

7/21/2015 7:44:56 AM Transaction #: 449300 Register #: 2

Pre-Pay Pump #

4

\$35.00

Prepay Fuel

CARD NOT CHARGED UNTIL SALE IS COMPLETE FINAL RECEIPT PRINTS AT THE DISPENSER

 Sub. Total:
 \$35.00

 Tax:
 \$0.00

 Total:
 \$35.00

 Discount Total:
 \$0.00

 MasterCard:
 \$35.00

 Change
 \$0.00

 Join Our Loyalty Program And Save

MasterCard

Card Num : XXXXXXXXXXXXXX

Terminal : JD12417328001 Approval : 009135 Sequence : 051553



I agree to pay the above Total Amount according to Card Issuer Agreement.

Signature:	

Thank You For Shopping Sunoco

Page 1 of 1

#### amazon.com

Final Details for Order #115-2506557-8247423

Print this page for your records.

Order Placed: July 27, 2015

Amazon com order number: 115-2506557-8247423

Order Total: \$39.04

# Shipped on July 27, 2015

Items Ordered

1 of: Poolmaster 52601 16" Clock - Silver

Price \$39.04

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: \$39.04

Shipping & Handling: \$0.00

Total before tax: \$39.04

Sales Tax: \$0.00

Shipping Speed:

Two-Day Shipping

Total for This Shipment: \$39.04

# **Payment information**

Payment Method:

Debit Card | Last digits: 4

Item(s) Subtotal: \$39.04

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: \$39,04

Estimated tax to be collected: \$0.00

Grand Total:\$39.04

Credit Card transactions

MasterCard ending in Use: July 27, 2015:\$39.04

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

Please note: This is not a VAT invoice.

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# Final Details for Order #115-1534930-2471420

Print this page for your records.

Order Placed: July 29, 2015

Amazon.com order number: 115-1534930-2471420

Order Total: \$31.99

# Shipped on July 29, 2015

Items Ordered Price

1 of: Smith 190216 2-Gallon Max Contractor Sprayer With Heavy Duty 21-\$31.99

Inch Wand

Sold by: Amazon.com LLC

Condition: New

Shipping Address:

Gerhard van der Snel Item(s) Subtotal: \$31.99

7360 Five Oaks Dr Shipping & Handling: \$0.00 Office trailer

HARMONY, FLORIDA 34773-6047 Total before tax: \$31.99

United States Sales Tax: \$0.00

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

Two-Day Shipping

# **Payment information**

Payment Method:

Item(s) Subtotal: \$31.99 Debit Card | Last digits: Shipping & Handling: \$0.00

Billing address

Total before tax: \$31,99 GERHARD VAN DER SNEL HARMONY CDD Estimated tax to be collected: \$0.00 210 N UNIVERSITY DR STE 702

CORAL SPRINGS, FL 33071-7320

United States Grand Total:\$31,99

Credit Card transactions MasterCard ending in July 29, 2015, \$31.99

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

Please note: This is not a VAT invoice.

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# Final Details for Order #115-5726421-1142646

Print this page for your records,

Order Placed: July 29, 2015

Amazon com order number: 115-5726421-1142646

Order Total: \$9.81

# 5hipped on July 30, 2015

**Items Ordered** 

Price

1 of: Scotch Long Lasting Moving & Storage Packaging Tape, 1.88 Inches x 54.6 Yards, 4 Rolls (3650-4)

\$9.81

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: \$9.81

Shipping & Handling: \$0.00

Total before tax: \$9.81

Sales Tax: \$0.00

Shipping Speed:

Two-Day Shipping

Total for This Shipment: \$9.81

# **Payment information**

Payment Method:

Debit Card | Last digits:

Item(s) Subtotal: \$9.81

Shipping & Handling: \$0.00

**8illing address** 

GERHARD VAN DER SNEL HARMONY CDD

210 N UNIVERSITY DR STE 702

CORAL SPRINGS, FL 33071-7320

United States

Total before tax: \$9.81

Estimated tax to be collected: \$0.00

Grand Total: \$9.81

Credit Card transactions

MasterCard ending in

July 30, 201/5; \$9.81

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

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Mixelon

# 10C.

# Harmony CDD Website Statistics as of August 19, 2015 (counter reset October 1, 2013)

OVERVIEW			
• Total Visitors:	11,685	• Visitors, July:	815
• Total Page Views:	99,067	<ul><li>Page Views, July:</li></ul>	4,445
• Total Spiders:	66,999	• Visitors, August:	467
• Total Feeds:	1,338	• Page Views, August:	2,703
OPERATING SYSTEMS			
• Windows 7:	28,884	• Android Linux 4:	1,827
• Windows XP:	13,317	<ul><li>Windows Vista:</li></ul>	1,816
• Windows NT 4:	4,361	• iPhone:	1,784
• Linux:	3,249	• iOS 7:	1,710
• iPad:	2,107	• Windows 8:	1,379
BROWSERS			
• Mozilla:	27,687	• Chrome 36:	2,498
• Internet Explorer 6:	9,150	• Internet Explorer 10:	2,108
• Safari:	8,454	• Internet Explorer 9:	1,960
• Firefox 3:	6,037	• Internet Explorer 8:	1,535
• Chrome 4:	2,776	• Chrome 32:	1,4873
SEARCH ENGINES			
• Google:	1,305	• Search:	8
• Yahoo:	83	• Ask:	5
• Yandex:	14	• Dogpile:	1
TOP PAGES			
• Home:	26,811	• /District-Facilities/Recreation-	
• /robots.txt	4,635	Facilities:	3,466
• /District-Facilities/Ponds	4,006	• /About-Harmony:	2,886
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 D	AYS Ur	nique Visitors					
•	October	14. 2013	106	•	July 29, 2014		73
•	April 24,	•	79	•	September 26, 201	4	72
•	-	er 22, 2013	76	•	March 25, 2015	•	70
		,					
TOP D	AYS Pa	ige Views					
•	August 2	21, 2014	1,471	•	July 27, 2014	,	775
•	•	er 20, 2013	1,450	•	July 25, 2014	(	606
•	July 24,	2014	847	•	July 23, 2014		540
LAST	PAGES						
	Date	Page			OS	Browser	
•	Aug. 19	/apple-touch-icon.p	ng			Safari	
•	Aug. 19	/apple-touch-icon-p	recomposed.png			Safari	
•	Aug. 19	Page: Home			iPhone	Safari	
•	Aug. 19	Page: Home			Mac OS X Puma	Safari	
•	Aug. 19	Page: Home					
•	Aug. 19	Page: Home					
•	Aug. 19	Page: Home			Windows 7	Mozilla	
•	Aug. 19	/District-Facilities/I	rrigation		iOS 7	Safari	
•	Aug. 19	/District-Facilities/F	ecreational-Facilities		iPhone	Safari	
•	Aug. 19	Page: Home			iPhone	Safari	
TOP S	EARCH T	ERMS (shown as type	ed in the search e	ngine)			
•	harmony	cdd	48	•	harmony fl cdd fee	es	3
•	harmony	cdd.org	28	•	harmony boat rese	rvation	3
•	harmony	community develop	ment	•	http://www.harmo	nycdd.org/	3
	district		19	•	installerex crunchl	pase	3
•	www.hai	rmonycdd.org	19	•	www.harmonycdd	.org/public-	
•	cdd stori	es	10		records/agendas		3
•	harmony	fl cdd	9	•	online reputation r	nanagement akado	3
•	harmony	cdd	8	•	buck lake park har	mony fl	3
•	harmony	fl boat reservations	6				
•	http://hai	monycdd.org/	6				
•	harmony	florida cdd	6				
•		cdd.com	4				
•		fl boat reservation	3				
•	goals of		3				
		•					

# 10D.

# Harmony Community Development District

\$15,590,000 Harmony Community Development District Capitel Improvement Revenue Bonds, Series 2004

For the period ended Mey 28, 2015



LLS Tax Solutions Inc. 2172 W. Nine Mile Rd. #352

Pensacola, FL 32534 Telephone: 850-754-0311 Email: liscottat Ilstax.com

July 8, 2015

Mr. Alan Baldwin Harmony Community Development District c/o Severn Trent Management Services 210 N. University Dr., Ste. 702 Coral Springs, FL 33071

Re: \$15,590,000 Harmony Community Development District Capital Improvement Revenue Bonds, Series 2004 ("Bonds")

Harmony Community Development District ("Client") has requested that we prepare certain computations related to the above-described Bonds for the period ended May 28, 2015 ("Computation Period"). The scope of our engagement consisted of the preparation of computations to determine the Rebate Requirement for the Bonds for the Computation Period as described in Section 148(f) of the Internal Revenue Code of 1986, as amended ("Code"), and this report is not to be used for any other purpose.

In order to prepare these computations, we were provided by the Client with and have relied upon certain closing documents for the Bonds, Grau & Associates CPA (Prior Report) and investment earnings information on the proceeds of the Bonds during the Computation Period. The attached schedule is based upon the aforementioned information provided to us. The assumptions and computational methods we used in the preparation of the schedule are described in the Summary of Notes, Assumptions, Definitions and Source Information. A brief description of the schedule is also attached.

The results of our computations indicate a negative Cumulative Rebate Requirement of \$(2,006,017.29) at May 28, 2015. As such, no amount must be on deposit in the Rebate Fund, nor remitted to the United States Government. Also, as the Bonds were defeased on May 28, 2015, no further rebate calculations will be necessary.

As specified in the Form 8038, the calculations have been performed based upon a Bond Yield of 5.4998609%. Accordingly, we have not recomputed the Bond Yield.

The scope of our engagement was limited to the preparation of a mathematically accurate Rebate Requirement for the Bonds for the Computation Period based on the information provided to us. The Rebate Requirement has been determined as described in the Code, and regulations promulgated thereunder ("Regulations"). We have no obligation to update this report because of events occurring, or information coming to our attention, subsequent to the date of this report.

LLS Tax Solutions Inc.

Harmony Community Development District July 8, 2015 \$15,590,000 Capital Improvement Revenue Bonds, Series 2004 For the period ended May 28, 2015

#### NOTES AND ASSUMPTIONS

- 1. The issue date of the Bonds is December 16, 2004.
- The end of the first Bond Year for the Bonds is November 30, 2005.
- Computations of yield are based upon a 27-day month, a 360-day year and semiannual compounding.
- 4. We have assumed that the only funds and accounts relating to the Bonds that are subject to rebate under Section 148(f) the Code are shown in the attached schedule
- 5. For investment cash flow purposes, all payments and receipts are assumed to be paid or received, respectively, as shown in the attached schedule. In determining the Rebate Requirement for the Bonds, we have relied on information provided by you without independent verification, and we can therefore express no opinion as to the completeness or suitability of such information for such purposes. In addition, we have undertaken no responsibility to review the tax exempt status of interest on the Bonds.
- 6. We have assumed that the purchase and sale prices of all investments as represented to us are at fair market value, exclusive of brokerage commissions, administrative expenses, or similar expenses, and representative of arms' length transactions that did not artificially reduce the Rebate Requirement for the Bonds, and that no "prohibited payments" occurred and no "imputed receipts" are required with respect to the Bonds.
- 7. Ninety percent (90%) of the Rebate Requirement as of the next "computation date" ("Next Computation Date") is due to the United States Treasury not later than 60 days thereafter ("Next Payment Date"). (An issuer may select any date as a computation date, as long as the first computation date is not later than five years after the issue date, and each subsequent computation date is no more than five years after the previous computation date.) No other payment of rebate is required prior to the Next Payment Date. The Rebate Requirement as of the Next Computation Date will not be the Rebate Requirement reflected herein, but will be based on future computations that will include the period ending on the Next Computation Date. If all of the Bonds are retired prior to what would have been the Next Computation Date, one hundred percent (100%) of the unpaid Rebate Requirement computed as of the date of retirement will be due to the United States Treasury not later than 60 days thereafter.
- 8. For purposes of determining what constitutes an "issue" under Section 148(f) of the Code, we have assumed that the Bonds constitute a single issue and are not required to be aggregated with any other bonds.

Harmony Community Development District July 8, 2015 \$15,590,000 Capital Improvement Revenue Bonds Series 2004 For the period ended May 28, 2015

#### NOTES AND ASSUMPTIONS (cont'd)

- 9. The accrual basis of accounting has been used to calculate earnings on investments. Earnings accrued but not received at the last day of the Computation Period are treated as though received on that day. For investments purchased at a premium or a discount (if any), amortization or accretion is included in the earnings accrued at the last day of the Computation Period. Such amortization or accretion is computed in such a manner as to result in a constant rate of return for such investment. This is equivalent to the "present value" method of valuation that is described in the Regulations.
- 10. No provision has been made in this report for any debt service fund. Under Section 148(f)(4)(A) of the Code, a "bona fide debt service fund" for public purpose bonds issued after November 10, 1988 is not subject to rebate if the average maturity of the issue of bonds is at least five years and the rates of interest on the bonds are fixed at the issue date. It appears and has been assumed that the debt service fund allocable to the Bonds qualifies as a bona fide debt service fund, and that this provision applies to the Bonds.
- In order to prepare the Arbitrage Calculation we have relied on prior arbitrage report by Grau & Associates, CPA with respect to the Cumulative Rebate Requirement Liability as of November 1, 2012.

Harmony Community Development District July 8, 2015 \$15,590,000 Capital Improvement Revenue Bonds, Series 2004 For the period ended May 28, 2015

#### **DEFINITIONS**

- 1. Bond Year: Each one-year period that ends on the day selected by the Client. The first and last Bond Years may be shorter periods.
- Bond Yield: The yield that, when used in computing the present value (at the issue date of the Bonds) of all scheduled payments of principal and interest to be paid over the life of the Bonds, produces an amount equal to the Issue Price.
- 3. Allowable Earnings: The amount that would have been earned if all nonpurpose investments were invested at a rate equal to the Bond Yield, which amount is determined under a future value method described in the Regulations.
- 4. Computation Date Credit: A credit allowed by the Regulations as a reduction to the Rebate Requirement on certain prescribed dates.
- Rebate Requirement: The excess of actual earnings over Allowable Earnings and Computation
  Date Credits.
- 6. Issue Price: Generally, the initial offering price at which a substantial portion of the Bonds is sold to the public. For this purpose, 10% is a substantial portion.

Harmony Community Development District July 8, 2015 \$15,590,000 Capital Improvement Revenue Bonds, Series 2004 For the period ended May 28, 2015

#### SOURCE INFORMATION

Bonds Source

Closing Date Prior Report

Bond Yield Form 8038

<u>Investments</u> <u>Source</u>

Principal and Interest Receipt Amounts Trust Statements

and Dates

Investment Dates and Purchase Prices Trust Statements

#### DESCRIPTION OF SCHEDULE

Harmony Community Development District July 8, 2015 \$15,590,000 Capital Improvement Revenue Bonds, Series 2004 For the period ended May 28, 2015

#### SCHEDULE 1 - REBATE REQUIREMENT CALCULATION

Schedule 1 sets forth the amount of interest receipts and gains/losses on sales of investments and the calculation of the Rebate Requirement.

# \$15,590,000 HARMONY CDMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS SERIES 2004

#### SCHEDULE 1 - REBATE REQUIREMENT CALCULATION

12 / 16 / 2004 ISSUE DATE

12 / 1 / 2012 BEGINNING OF COMPUTATION PERIOD

5 / 28 / 2015 COMPUTATION DATE

		INVESTMENT VALUE AT	EARNINGS ON	OTHER DEPOSITS	FUTURE VALUE AT BONO YIELO	ALLOWABLE
DATE	FUND/ACCOUNT	COMPUTATION DATE	INVESTMENTS	(WITHDRAWALS)	5.4998609%	EARNINGS
12 / 1 / 2012	BEGINNING BALANCE		0.00	62,844.74	71,941.63	9,096.89
12 / 4 / 2012	CONSTRUCTION FUND		2.62	0.00	0.00	0,00
1 / 3 / 2013	CONSTRUCTION FUND		2.71	0.00	0.00	0,00
2 / 4 / 2013	CONSTRUCTION FUND		2.71	0,00	0.00	0.00
3 / 4 / 2013	CONSTRUCTION FUND		2.44	0.00	0.00	0.00
4 / 2 / 2013	CONSTRUCTION FUND		2.71	0.00	0.00	0.00
4 / 18 / 2013	CONSTRUCTION FUND		0.00	(59,465.00)	(66,681.55)	(7,216.55)
5 / 1 / 2013	CONSTRUCTION FUND		1.54	0.00	0.00	0.00
6 / 4 / 2013	CONSTRUCTION FUND		0.15	0.00	0.00	0.00
7 / 2 / 2013	CONSTRUCTION FUND		0.14	0.00	0.00	0.00
8 / 2 / 2013	CONSTRUCTION FUND		0.15	0.00	0.00	0.00
9 / 4 / 2013	CONSTRUCTION FUND		0.15	0.00	0.00	0.00
10 / 2 / 2013	CONSTRUCTION FUND		0.14	0.00	0.00	0.00
11 / 1 / 2013	CONSTRUCTION FUND		0.15	0.00	0,00	0.00
12 / 3 / 2013	CONSTRUCTION FUND		0.14	0.00	0.00	0.00
1 / 3 / 2014	CONSTRUCTION FUND		0.15	0.00	0.00	0.00
2 / 4 / 2014	CONSTRUCTION FUND		0.15	0.00	0.00	0.00
3 / 4 / 2014	CONSTRUCTION FUND		0.13	0.00	0.00	0.00
4 / 2 / 2014	CONSTRUCTION FUND		0.15	0.00	0.00	0.00
5 / 2 / 2014	CONSTRUCTION FUND		0.14	0,00	0.00	0.00
6 / 3 / 2014	CONSTRUCTION FUND		0.15	0,00	0.00	0.00
7 / 1 / 2014	CONSTRUCTION FUND		0.14	0.00	0.00	0.00
8 / 4 / 2014	CONSTRUCTION FUND		0.15	0.00	0,00	0.00
8 / 22 / 2014	CONSTRUCTION FUND		0.10	0.00	0.00	0.00
8 / 25 / 2014	CONSTRUCTION FUND		0.00	(3,396.65)	(3,539.32)	(142.67)
10 / 10 / 2014	CONSTRUCTION FUND		0.00	(0.10)	(0.10)	0.00
		0.00	17.01	(17.01)	1,720.66	1,737.67
12 / 1 / 2012	BEGINNING BALANCE		0.00	857,096.25	981,162.45	124,066.20
12 / 3 / 2012	RESERVE FUND		33.01	0.00	0.00	0.00
12 / 3 / 2012	RESERVE FUND		2.71	0.00	0.00	0.00

# \$15,590,000 HARMDNY COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS SERIES 2004

#### SCHEDULE 1 - REBATE REQUIREMENT CALCULATION

12 / 16 / 2004 ISSUE DATE

12 / 1 / 2012 BEGINNING OF COMPUTATION PERIOD

5 / 28 / 2015 COMPUTATION DATE

		INVESTMENT VALUE AT	EARNINGS DN	OTHER DEPOSITS	FUTURE VALUE AT BOND YIELD	ALLOWA8LE
CATE	ELINIO/ACCOUNT		INVESTMENTS	(WITHDRAWALS)	5.4998609%	EARNINGS
DATE 12 / 4 / 2012	FUND/ACCOUNT RESERVE FUND	CDMPUTATION DATE	0,00	(35.72)	(40.87)	(5.15)
			2.80	0.00	0.00	0.00
	RESERVE FUND		34.11	0.00	0.00	0.00
1 / 2 / 2013	RESERVE FUND		0.00	(36.91)	(42.05)	(5.14)
1 / 3 / 2013	RESERVE FUND		34.11	0.00	0.00	0.00
2 / 1 / 2013	RESERVE FUND		2.80	0.00	0.00	0.00
2 / 1 / 2013	RESERVE FUND		0.00	(36.91)	(41.85)	(4.94)
2 / 4 / 2013	RESERVE FUND		2.53	0,00	0.00	0.00
3 / 1 / 2013	RESERVE FUND			0.00	0.00	0.00
3 / 1 / 2013	RESERVE FUND		30.80 0.00	(33.33)	(37.62)	(4.29)
3 / 4 / 2013	RESERVE FUND			0.00	0.00	0.00
4 / 1 / 2013	RESERVE FUNO		36.90		(41.48)	(4.58)
4 / 2 / 2013	RESERVE FUND		0.00	(36.90) 0,00	0.00	0.00
5 / 1 / 2013	RESERVE FUND		35.71			(4.25)
5 / 2 / 2013	RESERVE FUNO		0.00	(35.71)	(39.96)	0.00
6 / 3 / 2013	RESERVE FUND		36.90	0.00	0.00	
6 / 4 / 2013	RESERVE FUNO		0.00	(36.90)	(41.09)	(4.19) 0.00
7 / 1 / 2013	RESERVE FUNO		35.71	0.00	0.00	
7 / 2 / 2013	RESERVE FUND		0.00	(35.71)	(39.60)	(3.89)
8 / 1 / 2013	RESERVE FUND		36.90	0,00	0.00	0.00
8 / 2 / 2013	RESERVE FUND		0.00	(36.90)	(40.73)	(3.83)
9 / 3 / 2013	RESERVE FUND		36.90	0.00	0.00	0.00
9 / 4 / 2013	RESERVE FUND		0.00	(36.90)	(40.54)	(3.64)
10 / 1 / 2013	RESERVE FUND		35.71	0.00	0.00	0.00
10 / 2 / 2013	RESERVE FUND		0.00	(35.71)	(39.07)	(3.36)
11 / 1 / 2013	RESERVE FUND		36.90	0,00	0.00	0.00
11 / 4 / 2013	RESERVE FUND		0.00	(36.90)	(40.17)	(3.27)
12 / 2 / 2013	RESERVE FUND		35.71	0.00	0.00	0.00
12 / 3 / 2013	RESERVE FUNO		0.00	(35.71)	(38.71)	(3.00)
1 / 2 / 2014	RESERVE FUND		36.90	0.00	0.00	0.00
1 / 3 / 2014	RESERVE FUND		0.00	(36.90)	(39.82)	(2.92)

# \$15,590,000 HARMONY COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS SERIES 2004

#### SCHEDULE 1 - REBATE REQUIREMENT CALCULATION

12 / 16 / 2004 ISSUE DATE
12 / 1 / 2012 BEGINNING OF COMPUTATION PERIOD
5 / 28 / 2015 COMPUTATION DATE

	INVESTMENT	EARNINGS	OTHER DEPOSITS	FUTURE VALUE AT BOND YIELD	ALLOWABLE
****** *******************************	VALUE AT	ON		5.4998609%	EARNINGS
DATE FUND/ACCDUI		INVESTMENTS	(WITHDRAWALS) 0.00	0.00	0.00
2 / 3 / 2014 RESERVE FUN		36.90 0.00		(39.63)	(2.73)
2 / 4 / 2014 RESERVE FUN	•		(36.90) 0.00	0.00	0.00
3 / 3 / 2014 RESERVE FUN		33.33			(2.31)
3 / 4 / 2014 RESERVE FUN		0.00	(33.33)	(35.64)	0.00
4 / 1 / 2014 RESERVE FUN		36.90	0.00	0.00	(2.39)
4 / 2 / 2014 RESERVE FUN		0.00	(36.90)	(39.29)	0.00
5 / 1 / 2014 RESERVE FUN		35.71	0.00	0.00	
5 / 2 / 2014 RESERVE FUN		0.00	(35.71)	(37.85)	(2.14) 0.00
6 / 2 / 2014 RESERVE FUN		36.90	0.00	0.00	=
6 / 3 / 2014 RESERVE FUN		0.00	(36.90)	(38.93)	(2.03)
7 / 1 / 2014 RESERVE FUN		35.71	0.00	0.00	0.00
7 / 2 / 2014 RESERVE FUN		0.00	(35.71)	(37.51)	(1.80)
8 / 1 / 2014 RESERVE FUN		36.90	0,00	0.00	0.00
8 / 4 / 2014 RESERVE FUN		0.00	(36.90)	(38.57)	(1.67)
9 / 2 / 2014 RESERVE FUN		36.90	0.00	0.00	0.00
9 / 3 / 2014 RESERVE FUN		0.00	(36.90)	(38.40)	(1.50)
10 / 1 / 2014 RESERVE FUN	D	35.71	0.00	0.00	0.00
10 / 2 / 2014 RESERVE FUN	D	0.00	(35.71)	(37.00)	(1.29)
11 / 3 / 2014 RESERVE FUN	D	36.90	0.00	0.00	0.00
11 / 4 / 2014 RESERVE FUN	D	0.00	(36.90)	(38.05)	(1.15)
12 / 2 / 2014 RESERVE FUN	D	35.71	0.00	0.00	0.00
12 / 2 / 2014 RESERVE FUN	D	0.00	(35.71)	(36.67)	(0.96)
1 / 2 / 2015 RESERVE FUN	D.	36.90	0.00	0.00	0.00
1 / 5 / 2015 RESERVE FUN	D	0.00	(36.90)	(37.70)	(0.80)
2 / 2 / 2015 RESERVE FUN	D	36.90	0.00	0.00	0.00
2 / 3 / 2015 RESERVE FUN	D	0.00	(36.90)	(37.55)	(0.65)
3 / 2 / 2015 RESERVE FUN	D	33.33	0.00	0.00	0.00
3 / 3 / 2015 RESERVE FUN	D	0.00	(33.33)	(33.76)	(0.43)
4 / 1 / 2015 RESERVE FUN	o	36.90	0.00	0.00	0.00
4 / 2 / 2015 RESERVE FUN	D	0.00	(36.90)	(37.21)	(0.31)

# \$15,590,000 HARMONY COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS SERIES 2004

#### SCHEDULE 1 - REBATE REQUIREMENT CALCULATION

12 / 16 / 2004 ISSUE DATE

12 / 1 / 2012 BEGINNING OF COMPUTATION PERIOD

5 / 28 / 2015 COMPUTATION DATE

DATE 4 / 28 / 2015 4 / 28 / 2015 4 / 29 / 2015	FUND/ACCOUNT RESERVE FUND RESERVE FUND RESERVE FUND	INVESTMENT VALUE AT COMPUTATION DATE  0.00 0.00	EARNINGS ON INVESTMENTS 0.00 32.14 0.00 1,080,85 1,097,86	OTHER DEPOSITS (WITHDRAWALS) (857,096.25) 0.00 (32.14) (1,080.85) (1,097.86)	FUTURE VALUE AT BOND YIELD 5.4998609% (860,980.24) 0.00 (32.28) 119,022.61 120,743.27	ALLOWABLE <u>EARNINGS</u> (3,883.99) 0.00 (0.14) 120,103.46 121,841.13
	ACTUAL EARNINGS ALLOWABLE EARNINGS		1,097.86 121,841.13			
	REBATE REQUIREMENT FUTURE VALUE OF 11/30/2012 RE FUTURE VALUE OF 11/30/2013 CO FUTURE VALUE OF 11/30/2014 CO COMPUTATION DATE CREDIT	MPUTATION DATE CREDIT	(120,743.27) (1,880,235.68) (1,724.29) (1,664.05) (1,650.00)			
	CUMULATIVE REBATE REQUIREM	ENT	(2,006,017.29)			

# 10E.



2700 North Milital 9 THail 350 Boca Raton, Florida 33431 (561) 994-9299 (800) 299-4728 Fax (561) 994-5823 www.graucpa.com

August 4, 2015

To Board of Supervisors Harmony Community Development District 210 N. University Drive, Suite 702 Coral Springs, FL 33071

We are pleased to confirm our understanding of the services we are to provide Harmony Community Development District, Osceola County, Florida ("the District") for the fiscal year ended September 30, 2015. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Harmony Community Development District as of and for the fiscal year ended September 30, 2015. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2015 audit.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

#### Examination Objective Agenda Page #193

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

#### **Management Responsibilities**

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the audit's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offening official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

#### Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### Audit Procedures-Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and Government Auditing Standards.

#### Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

#### Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be

public records under Florida law. The District agrees to notify Grau & Associates of any public record regulation.

Our fee for these services will not exceed \$4,900 for the September 30, 2015 audit.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2013 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Harmony Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

very truly yours,
Grau & Associates
Racquel McIntosh
RESPONSE:
This letter correctly sets forth the understanding of Harmony Community Development District.
By:
Title:
Date:



# PEER REVIEW PROGRAM

is proud to present this

Certificate of Recognition

to

#### **GRAU & ASSOCIATES**

For having a system of quality control for its accounting and auditing practice in effect for the year ended June 30, 2013 which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA, and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

Rick Reeder, Chair AICPA Peer Review Board 2013

# **10F**

# NOTICE OF MEETINGS HARMONY COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Harmony Community Development District will hold their meetings for Fiscal Year 2016 at the Harmony Golf Preserve Clubhouse, located at 7251 Five Oaks Drive, Harmony, Florida on the last Thursday of each month at 6:00 p.m. with the exceptions as indicated below:

October 29, 2015
November 19, 2015 (Third Thursday – Due to Thanksgiving Holiday)
December 17, 2015 (Third Thursday – Due to Christmas Holiday)
January 28, 2016
February 25, 2016
March 31, 2016
April 28, 2016
May 26, 2016
June 30, 2016
July 28, 2016
August 25, 2016
September 29, 2016

The meetings are open to the public and will he conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time and location to be specified on the record at the meetings.

There may be occasions when one or more Supervisors will participate via telephone. In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Management Company, Severn Trent Services at (954) 753-5841 at least two (2) calendar days prior to the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Management Company at least two 2 days prior to the date of the meetings.

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

Gary L. Moyer District Manager

# 10G

#### OFFICER AND SEAL CERTIFICATE

The undersigned Secretary to the Board of Supervisors of the Harmony Community Development District (the "District"), hereby certifies that:

1. The following is a true and correct list of the names of the Chairperson and other members of the Board of Supervisors of the Harmony Community Development District (the "Board"), all of the members of the Board of whom were duly elected by qualified electors to their respective positions and all of whom are residents of the State of Florida and citizens of the United States.

#### Officer

#### Office

Steve Berube	Chairperson	
Ray Walls	Vice-Chairperson	
David Farnsworth	Assistant Secretary	
Mark LeMenager	Assistant Secretary	
Kerul Kassel	Assistant Secretary	

2. The only official seal of said District is the seal an impression of which is affixed opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have set my hand and seal as of the 28th day of April, 2015.

HARMONY COMMUNITY DEVELOPMENT DISTRICT

[SEAL]

Compton

## **CERTIFICATE OF INCUMBENCY**

I, the undersigned of <u>Harmony CDD</u>, the ("Company/"), certify that the individuals named hereon are qualified and authorized to act on behalf of the ("Company"), and that the signatures opposite the names and titles of said individuals are genuine. U.S. Bank National Association is authorized to recognize these signatures as the **Authorized Representatives of the ("Company"), until written instructions to the contrary are received.** 

Name	Title	Signature
Steve Berube	Chairman	
Ray Walls	Vice-Chairperson	
IN WITNESS WHEREOF, I	have executed this certificate on	theday of, 2015.
	By	
	Title: Secretary –	Gary Moyer
(Note: the p	arty signing at the bottom may	y NOT be a signer in the body)