

**HARMONY
COMMUNITY DEVELOPMENT DISTRICT**

JANUARY 25, 2018

AGENDA PACKAGE

Harmony Community Development District

Steve Berube, Chairman
Ray Walls, Vice Chairman
William Bokunic, Assistant Secretary
Kerul Kassel, Assistant Secretary
David Farnsworth, Assistant Secretary

Bob Koncar, District Manager
Timothy Qualls, District Counsel
Steve Boyd, District Engineer
Gerhard van der Snel, Field Manager

January 16, 2018

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, January 25, 2018 at 6:00 p.m.** at the Harmony Golf Preserve Clubhouse located at 7251 Five Oaks Drive, Harmony, Florida. Following is the advance agenda for the meeting:

1. **Roll Call**
2. **Audience Comments**
3. **Approval of Minutes**
 - A. November 30, 2017 Workshop
 - B. December 21, 2017 Meeting
4. **Subcontractors Reports**
 - A. Servello & Sons
 - i. Grounds Maintenance Report
5. **Developer's Report**
 - A. Discussion of Potential Property Swap
 - B. Resident Task Force Report
6. **Staff Reports**
 - A. Engineer (Nothing Agendized)
 - B. Attorney
 - i. Hall Company Ashley Park Resurfacing Contract
 - C. Field Manager
 - i. Facilities Maintenance
 - ii. Facilities Usage
 - iii. Facebook Report
 - iv. Pond Report
 - a. Hydrilla Update
7. **District Manager's Report**
 - A. Financial Statements for December 31, 2017
 - B. Invoice Approval #213, Check Register and Debit Invoices
 - C. Facility Usage Application
 - i. Soccer Club of St. Cloud for Practice and Scrimmages
8. **Topical Subject Discussion**
9. **Supervisors' Requests**
10. **Adjournment**

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

Sincerely,

Bob Koncar

Bob Koncar
District Manager

Third Order of Business

3A.

MINUTES OF WORKSHOP HARMONY COMMUNITY DEVELOPMENT DISTRICT

The workshop of the Board of Supervisors of the Harmony Community Development District was held Thursday, November 30, 2017, at 4:00 p.m. at the Harmony Golf Preserve Clubhouse, located at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Steve Berube
Ray Walls
David Farnsworth
Kerul Kassel
William Bokunic

Chairman
Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Bob Koncar
Tim Qualls
Steve Boyd
Gerhard van der Snel
Residents and Members of the Public

District Manager: Severn Trent Services
Attorney: Young & Qualls, P.A.
District Engineer
Field Manager

FIRST ORDER OF BUSINESS

Roll Call

Supv. Berube called the workshop to order at 4:00 p.m.

Supv. Berube called the roll and stated let the record reflect we have a full Board.

SECOND ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Employee Policy Manual Options

A. Modify STS Employee Handbook

B. Prepare District Unique Policy (TQ)

Supv. Berube stated: It says modify the STS Employee Handbook, I think last month at the regular meeting we decided to have District Counsel prepare a more targeted set of policy considerations and assemble them into some format which is what you see here. It is ready to go or ready for discussion at this point, as the case may be.

Supv. Kassel stated: There is no reporting hierarchy. How does it work if there is a Human Resources issue? If there is some kind of discrepancy between policy and action, whether it is Mr. van

der Snel needing to bring somebody to Human Resources or some kind of overview. What is our ability to do that? Through Severn Trent or through FRM? That is one significant thing that has to be addressed.

Supv. Walls stated: That one is at the top of my list. I think there needs to be a defined reporting structure.

Supv. Kassel stated: Not only reporting but management structure.

Supv. Walls stated: That is what I mean. I think over time we have gotten away from the way the CDD was intended to be run. The Statutes say the District Manager runs the District. For a long time, and this is on all of us, the District Manager has become a paper keeper. They fill out the paperwork, come to the meeting, and that is kind of where we have been. I know a lot of responsibility has fallen on Supervisor Berube, we have let him take that role, and we need to get away from that at this point. Going forward Mr. van der Snel should not come to anyone of us on this Board for direction; we are a policy body. He needs to go to the District Manager to get direction because we tell the District Manager here is our policy and the District Manager implements that policy through the staff. We need to create an organizational chart / hierarchy that reflects that so that all the employees know if they have an issue where to go to, if I have an issue with my supervisor here is who I go to and there is a structure for that.

Supv. Kassel stated: And if the supervisor and employee have an issue for the supervisor to have someone to go to and not just on paper or chart. It needs to be that the District Manager is acting in that capacity.

Supv. Berube stated: The previous version of this opened with the employment relationship between the employee and District Manager. It said when the employees have a problem, and it is kind of addressed in II. C. Open Door Policy; it said if you cannot get it done locally you go to the District Manager and the District Manager's name is, and the phone number is 407-566-1935. That is the Celebration office and where the District Manager is typically housed. Somewhere in this version it got dropped.

Supv. Bokunic stated: It is under Equal Opportunity Employer. If employees are feeling discriminated against they should contact the District Manager at Severn Trent.

Supv. Kassel stated: You need to have contact information. I am supposed to call them but who am I supposed to call, where do I find that number.

Supv. Walls stated: A relationship needs to exist; that is the first thing.

Supv. Berube stated: It was there. I did not look for it in this version because it was in the previous. Apparently when this got typed, it was left out.

Mr. Qualls stated: It is in there, but I hear what you are saying, it needs to be clearer. The contact for Severn Trent is on page one and is under the Equal Employment Opportunity. This is more global

than that and then the relationship between Harmony CDD, FRM, and the District Manager under II. B. What I am hearing you say is it should be established upfront more clearly.

Supv. Berube stated: Yes. Not buried in the text.

Supv. Kassel stated: More clearly, but also with the appropriate contact information.

Supv. Berube stated: The reason I remember it is because the version I saw had a blank line because they did not have the phone number. It said whom / District Manager and I filled in the phone number, we sent it back and now it is gone.

Mr. Qualls stated: The number is there, but again it is under the Equal Employment Opportunity. I agree, we will move that to new section, work chart, contact information.

Supv. Bokunic asked: Is this radically different than what has been happening?

Mr. Qualls responded: I do not know; I cannot speak to that.

Supv. Berube stated: We have never had a quantified policy - we had a bunch of pieces of paper that said these are the holidays, these are work rules, and all those pieces of paper have been regurgitated into a nice book with the added legal like Florida Civil Rights, Veterans' Preference, Workers' Compensation and such.

Supv. Walls stated: It is nice that it is in a book but I am just talking about practicality. Beyond oversight does Mr. van der Snel go to the District Manager?

Mr. van der Snel responded: If there are issues and I have to give out a written warning, the written warning goes to the District Manager for approval, if the District Manager approval is there the written warning will be given and then sent for the records to FRM.

Supv. Walls asked: If you have a question about day-to-day operations, say you have a question that has come up from Servello about how should we do this and you do not know the answer, who do you go too currently?

Mr. van der Snel responded: Usually I asked for Supervisor Berube's opinion. If I really get stuck I try to figure it out with Servello.

Supv. Walls stated: That is the issue I am trying to fix here. Supervisor Berube is one member of this body and it takes three votes here to do anything. We need to make that travel through the District Manager. It has worked for a while but now we are growing and we need to make sure we are in line with the law and with the way Statutes for CDD's were setup.

Supv. Kassel stated: I would also like to ask Mr. Koncar because when I asked it, I saw an expression that I was not sure what it meant. I do not know if our relationship with FRM complicates things and I want to hear from you as to how that works and who would be the appropriate person to

contact like HR or does Mr. van der Snel get performance reviews? Do you get performance reviews? How does all that work?

Mr. Koncar responded: In looking over the policy under II. Employee Policy / C. Open Door Policy. It outlines the process you are talking about because it says anytime the employee needs to discuss concerns related to their job they should always come first to the Field Operations Manager. All matters to be discussed will be kept confidential. Sometimes this may be in regard to the employee's performance review or disciplinary action. Sometimes it may be suggestions to improve the office or a problem with another employee. No matter the situation, the Field Operations Manager or designee will likely be able to correct the problem or clean up the misunderstanding on a face-to-face basis. Under B. it says the employee's first line of contact for any employment related questions or issues should always be through the Field Operations Manager or the District Manager and not FRM.

Supv. Walls stated: My issue with the way that is worded is if we had a future Field Operations Manager and one of our employees saw him taking stuff home, or taking gas. The way this policy reads the first thing he has to do is go talk to the Field Operations Manager who is taking the gas. I think that needs to be changed or clarified that if the problem is with the Field Operations Manager there is another avenue for you to go and handle this issue. It may not be something this bad, they may just have a really bad relationship or something along those lines where going to him would not be the best thing to do. I do not know that it necessarily should say you must always go first to the Field Operations Manager if there is an issue.

Supv. Berube stated: What if we change the words the employee's first line of contact for any employment related questions or issues can be through the Field Operations Manager or the District Manager, as the situation warrants. That gives the employee the ability to decide where he wants to go.

Supv. Walls stated: So he has an option.

Supv. Kassel stated: Take always out and it resolves the issue.

Supv. Bokunic stated: The problem with that is you want Mr. van der Snel to be the first one they go to.

Supv. Berube stated: No, if they have a complaint about him.

Supv. Bokunic stated: That is logical but I am talking about a normal everyday.

Supv. Walls stated: If they have issues with another employee, of course they go to Mr. van der Snel but if it is not resolved who do I go to next.

Supv. Berube stated: We are just taking out the requirement that they always go to him first. They have two options.

Supv. Kassel stated: The next paragraph says anytime an employee needs to discuss concerns related to their job they should always come first to the Field Operations Manager.

Supv. Berube stated: We can change the verbiage there as well.

Mr. Qualls stated: We need to add the option.

Supv. Berube stated: Add the option globally.

Supv. Kassel asked: Do we feel we resolved the issue of that? Who would be the person in HR that they would contact? Is that someone you have been in touch with?

Mr. Koncar responded: It would not be HR it would be me.

Supv. Berube stated: Or until Mr. Koncar is somebody else. Nothing against you but I am sure you don't need to do this forever.

Supv. Kassel stated: II. F. Terminations - Discharge - in case of discharge employee will not receive any vacation pay or other accrued non-wage benefits. They will receive any wages earned.

Supv. Walls stated: By law.

Mr. Koncar stated: Yes.

Supv. Walls stated: I had a question on accrued leave. If you are fired or leave and you have accrued leave is it legal not to pay it out? Can you say you earned it but you will not get paid for it?

Supv. Farnsworth stated: I think there is a problem with that.

Mr. Koncar stated: I think one of the issues is between sick leave and annual leave. Normally, annual leave is earned and as long as it is earned over the period of time and there are certain employment conditions. You have to work six months to get so many days, etcetera. That is required to be paid. Sick leave is not.

Supv. Farnsworth asked: Not what?

Mr. Koncar responded: It is not compensable.

Mr. Farnsworth stated: I get that, but there is a problem with this document. It says if you accrued it you forfeit it.

Supv. Berube stated: Whatever the law is.

Supv. Walls stated: This says vacation pay.

Supv. Kassel stated: If they accrued and earned that over the time before they are terminated then shouldn't they receive that. This says they will not receive any vacation pay.

Supv. Farnsworth stated: There are several things in that section that are wrong.

Supv. Kassel asked: In the discharge paragraph?

Supv. Farnsworth responded: In the accrual paragraph; which is separate from this but, it all blends together and there are problems with that.

Supv. Berube stated: On the paragraph for discharge you can go round-and-round about what is legal or not. It has already been contemplated, because if it is mandated by law, they will get paid for it if they get discharged. If it is optional or not required under the law and you are discharged you lose it. That is what that says, unless mandated by law.

Supv. Kassel stated: I do not feel right about withholding earned vacation pay.

Supv. Walls stated: I do not know that you can.

Supv. Farnsworth stated: Part of the reason this is confused, in my opinion, is in the accrual section you have merged vacation and sick and they are two distinctly different items. In the accruals section, you have if you do not use-it, you lose-it. That is not good policy and I do not know if it is even legal.

Supv. Kassel stated: It says an employee will not receive any vacation pay, and yes it does say unless mandated by law, but maybe we just get rid of it. From my point of view if you have worked to this point you have earned your vacation pay why should you have to lose it?

Supv. Berube responded: Because you did something bad enough to be fired.

Mr. Qualls stated: Policy setting is your job but there is no requirement in law that an employee is entitled to pay for unused vacation time. The policy at my office is, it is vacation time, if you do not go on vacation you use-it or lose-it and that is other places as well. Any policy you want, that is not my job to weigh into but it would be lawful to not pay it out.

Supv. Walls stated: I did not know.

Supv. Kassel stated: It is more of a morals, ethical question.

Supv. Farnsworth stated: There is more to this and I will get into it when we get to that section.

Supv. Berube asked: Is it your wish Supervisor Kassel to pay for vacation that is accrued if an employee gets discharged?

Supv. Kassel responded: It is.

Supv. Berube asked: Does anybody else go along with that?

Supv. Farnsworth responded: Yes.

Supv. Bokunic asked: If they get fired?

Supv. Farnsworth stated: You cannot accrue that much. You are only talking about the period or what is allowed for one year. They cannot accrue past the second year; it is not going to happen and it is not that much that you are talking about.

Supv. Walls stated: There is no carryover according to this. You are right that the most you would end up with is a few days.

Supv. Farnsworth stated: I do not see the reason for it worded that way.

Supv. Berube stated: Because somebody is being fired. It takes a long process to get fired. You have to be a really bad dude to get fired around here.

Supv. Farnsworth stated: Go the other way, someone found it necessary to terminate themselves halfway through the year. In that case they could say I am going to take a week's vacation and then quit. One way or another they are going to get paid for it.

Supv. Walls stated: People do that. It does not necessarily bother me so much if you are fired. You lose a lot if you are fired. In government you might lose your pension. There is stuff you lose if you are fired for cause.

Supv. Farnsworth stated: There is the catch, cause.

Supv. Berube stated: The firing process here is multiple written violations all signed by the District Manager and going over to FRM.

Supv. Kassel stated: This section says the District reserves the right at any time to terminate employment with or without cause.

Supv. Walls stated: That is the law in Florida.

Supv. Kassel stated: If they are being discharged without cause they should get their vacation time.

Supv. Berube stated: The FRM contract has a very defined method of operation that remember, besides this policy, we have a contract with FRM that we are bound to abide by. They have very specific rules about how you discipline employees, there are forms, it is multiple written violations and what's going to happen, the employee has to sign it or not, it takes a lot to get fired and the guy is likely to know its coming. One written violation does not get you gone.

Supv. Farnsworth stated: Without cause seems to be a pretty big loophole.

Supv. Berube stated: I think that is part of the right to work state. We told District Counsel to make our policy comply with law and that is exactly what he did.

Mr. Qualls stated: To be clear the law in Florida is you can be fired for no reason, you can be fired for any reason, just so long as it is not an unlawful reason.

Supv. Berube stated: The reason this came up is because Supervisor Kassel wants to pay vacation pay for an employee who gets terminated? Is that correct?

Supv. Kassel responded: Without cause.

Supv. Berube asked: Who agrees with that position?

Supv. Farnsworth responded: I do.

Supv. Walls asked: Wouldn't that be a layoff? No. You can fire anybody for any reason.

Supv. Kassel stated: There is no indication under layoff of what happens.

Supv. Berube stated: The presumption is you would get it all.

Supv. Kassel stated: That is exactly right, presumption.

Mr. Qualls stated: We can add the same sentence where they retire; the employee shall receive pay in lieu of vacation not taken. We could put that at the end of these others if you would like that. What is the will of the Board?

Supv. Berube stated: Let us deal with the discharge. Who wants to pay for vacation for someone who is discharged?

Supv. Kassel responded: Without cause. Can we go for that?

Supv. Berube stated: Make a motion.

Supv. Kassel asked: Do we need a motion?

Supv. Walls responded: I think there is consensus.

Supv. Kassel stated: And add that to layoff. Under Exit Interview, I am not comfortable with just you have a right to an exit interview.

Supv. Farnsworth stated: I think it was worded that way so if the employee does not want it they do not have to go through it.

Supv. Kassel stated: I think the exit interview is important so that the District Manager has a good understanding of what has happened. Maybe you are urged to have an exit interview with the District Manager.

Supv. Walls stated: Where I work, when you leave you are given a form to fill out that asks why did you leave and you can include comments, or last parting shots, whatever the case might be. It is a standard form that collects the information that we are looking for in terms of figuring out why they left. We can do something like that - provide them with the form, they can fill it out if they are there or you can mail it to them. To me if you are leaving on bad terms, meetings are weird. But a form people are more apt to fill out to say I hated this job because or I left because whatever.

Supv. Kassel stated: I am suggesting an interview with Mr. Koncar.

Supv. Walls stated: You can collect all the information you need with a form.

Supv. Berube stated: The form can say you can give written comments here or schedule a personal exit interview with the District Manager.

Supv. Farnsworth stated: You have already made it mandatory by saying you are going to do this or this. They should be able to say I do not want an exit interview; I do not want to tell you.

Supv. Kassel asked: What would this say?

Supv. Berube responded: An exit interview form.

Supv. Kassel asked: What would this say in the Employee Handbook? Would it say you are requested to fill out an exit interview?

Supv. Berube responded: You will be asked to fill out an exit interview form. It will include contact information if you request a personal exit interview with the District Manager.

Mr. Qualls asked: Can we take the form and attach it as Addendum C.

Supv. Berube responded: yes.

Mr. Qualls stated: Saying employees are encouraged or have the option to fill out the form.

Supv. Farnsworth stated: That would be better to clean up the wording.

Supv. Kassel stated: Also, have the option of an exit interview with the District Manager.

Supv. Farnsworth stated: Make it non-mandatory; a request.

Supv. Kassel stated: It will say you are encouraged.

Mr. Qualls asked: Would you want to use the same form they use in Orange County?

Supv. Walls stated: I can send it over to you.

Supv. Berube stated: Modify it to suit our terms.

Supv. Walls asked: Am I able to send it out to everybody without saying anything?

Mr. Qualls responded: As an FYI, yes, but the minute somebody replies on accident.

Supv. Berube stated: Let him circulate it.

Supv. Kassel stated: Under III. B. - Raises, it would be good if there were some way of showing how merit is tied to the pay or longevity.

Supv. Walls asked: Can I suggest something, because I think on this whole thing with pay, we need to step back a little bit. One thing we do not have or I have not seen is job descriptions.

Supv. Kassel stated: We need those too.

Supv. Walls stated: What is the pay scale, do we have a pay scale, and do we need to set a pay scale as a Board. I think we probably do, I do not think we have ever done that. I would suggest once you get a pay scale, which essentially is a range that each position can make. Merit raises sound good but it's hard to administer especially when you have a finite amount of money. What I would say is we as a Board each year come up with a cost of living adjustment, usually three or four percent or something like that and increase everybody's pay that is onboard. If they are onboard, hopefully they are performing well, everybody gets a raise and call it a day. But also included in that is if you have certifications, if you had to get a license to do certain types of jobs, there should be pay for that as well that compensates you for doing additional things.

Supv. Berube stated: It is addressed further in.

Supv. Walls stated: I am saying that should be a specified amount. Fifty cents per hour or whatever it is depending on the certification and how hard it is to come by. We should have a set amount that says this is how much you get.

Supv. Kassel stated: It should not be arbitrary.

Supv. Walls stated: You do not want to give one fifty cents an hour for getting the same certification but the other guy is getting twenty-five cents per hour for it. I think we need to step back on all of it where it comes to pay. Start with what are the jobs, what is the market for the jobs, what should they be making and then decide how you progress through whatever that pay range is.

Supv. Kassel stated: You are suggesting it is more of a cost of living increase and less of a merit or longevity increase.

Supv. Walls stated: Cost of living and longevity are the same; the longer you are here the more you make. That is the way I would propose you go and then you take out people getting upset because they did not get as much as this guy. Sometimes it is not fair to do it like that but sometimes it is not fair to do it the other way either. I think it just makes it a whole lot easier and less subjective to say here is the raise for all the employees this year and leave it at that.

Supv. Berube stated: Initially this said wages are tied to budget increases as determined by the Board for each fiscal year. That turned into a lot of discussion that can be taken the wrong way.

Supv. Walls stated: There may be years where it is lean and we say we cannot provide a raise.

Supv. Farnsworth stated: You do not want to make this automatic.

Supv. Walls stated: What I am saying is each year this Board will approve a budget and that budget will include what the raise is for the employee is.

Supv. Farnsworth stated: That wording really does not belong in here.

Supv. Walls stated: It is going to tell you how the raises are governed in the policy.

Supv. Berube stated: To cover raises we add a section Addendum D. Addendum D is a job description and pay scale/range. Raises will be governed at the discretion of the Board. It will be tied to the budget but it may not be exactly the same as the budget increase. When we will look at field services each year we will plug in some sort of a number.

Supv. Walls stated: We may add a guy and increase the field services budget by 10% but the raise is 4%.

Supv. Berube stated: Addendum D covers pay scales based on job description and any intended raises which may be offered or something to that effect. Addendum D will also get the job descriptions. We have to be careful because most of these guys are cross trained and everybody can do everybody else's job, within reason.

Supv. Walls stated: You can include that in the job description - there may be other duties as assigned.

Supv. Berube stated: Nobody can step into a license position except for a licensed guy but anybody can pick up trash or paint a bench.

Supv. Walls stated: It will be good for everybody that it is defined. Here is what my job is and what is expected of me. Especially when you are coming in new, you want to be able to read what the job is you are getting.

Supv. Berube stated: Your task is to come up with the job descriptions for the four positions as well as yourself. Your job should include all of the below and everything else they can throw at you.

Mr. van der Snel stated: Okay.

Supv. Berube asked: Did we cover that well?

Supv. Kassel responded: I think so.

Supv. Farnsworth stated: It depends on what it looks like after it is written up.

Mr. Qualls stated: To make sure I understand, you are going to have a pay scale; raises can be made within that scale so long as approved by the Board.

Supv. Berube stated: Yes. Once we set a scale and increase and every year there will be an increase percentage assigned to it.

Supv. Kassel stated: We should retain the ability to set the amount and when we feel it is appropriate. For example if the CDD starts going in the red for whatever reason, we may not want to have a mandatory pay increase that year.

Supv. Farnsworth stated: It should not even be mentioned there.

Supv. Berube stated: It is not a guaranteed increase.

Supv. Walls stated: It is like you said it is going to be set by the Board. My intent will always be to get a raise to the guys and every year that is what I hope to do. As long as it is left to the Board's discretion I think we also need some other statement that says we have this cost of living / longevity raise but also there needs to be a provision for if the District Manager feels an employee deserves, for some reason, an additional raise on top of whatever. If something special were to come up and we need to compensate somebody more, there needs to be a provision where we can come back and do that.

Mr. Qualls asked: Can we say employees may be entitled to a cost of living adjustment subject to approval by the Board whenever the CDD establishes the budget.

Supv. Kassel stated: That is not addressing what Supervisor Walls is saying.

Supv. Walls stated: There may be times when a raise outside of a cost of living adjustment is deemed appropriate.

Supv. Kassel asked: Who are you bringing that up to?

Supv. Walls responded: To the Board. It can be brought to the Board by the District Manager.

Mr. Koncar stated: The Board would set the maximum amount of raise. The other option you can look at is something that does not cost the District money which is if an employee goes out and finds a way to save money. They look at the phone system, you have three phone lines coming in and you only need two. You can save \$1,000 a year by eliminating a phone line and they would get some kind of bonus for that.

Supv. Walls stated: That is what I am talking about; a provision that allows us to do that.

Mr. Koncar stated: Those are things that would work within the budget parameters. My concern is I do not want it to get out of control where you are giving increases but the money is not there to cover it.

Supv. Walls stated: Certainly.

Mr. Koncar stated: There should be budgeted amounts for increases based on performance once and the other would be optional performance, merit, however you want to call it but those can be for items that are not necessarily budgeted but still give the employees incentives to go out and look for ways to save money for the District.

Mr. Qualls asked: Can we make a simple fix that says employees may be entitled to an annual pay increase subject to the discretion and approval of the Board.

Supv. Walls stated: There you go.

Supv. Berube stated: District Manager and the Board.

Supv. Walls stated: Add and the Board to the longevity and performance in the second paragraph where it says subject to the discretion and approval of the District Manager.

Supv. Kassel stated: That is only Field Operations Manager; it does not say and staff.

Mr. Qualls stated: The idea was the staff was addressed above.

Supv. Kassel stated: Not in this paragraph.

Mr. Qualls stated: This is just the Field Operations Manager.

Supv. Kassel asked: What is the difference between the Field Operations Supervisor in the paragraph above and the Field Operations Manager in this paragraph.

Mr. Qualls responded: What it said was employees may be entitled to an increase subject to Mr. van der Snel's approval. That was basically ratified by the Board. The first paragraph we drafted to cover employees and the second paragraph to cover the Field Operations Manager.

Supv. Walls stated: The first paragraph should be inclusive of everyone.

Supv. Kassel stated: In that paragraph there is mention of a Field Operations Supervisor and in the next paragraph it says Field Operations Manager. Let us be clear.

Mr. Qualls stated: It is a typo but now it will say all positions so you have effectively made that a moot point.

Supv. Kassel stated: At the end it is who has approval and should be the proper person.

Mr. Qualls stated: It is just going to say the Board. It is going to say all positions are subject to a 90-day probationary period...and approval of the...cross out everything but the Board.

Supv. Berube asked: Don't we want it to say the District Manager and the Board?

Mr. Qualls responded: Ultimately everything your District Manager does comes back to you but it can say both.

Supv. Walls stated: It does not need to. He is going to be the one submitting the request when they make the budget.

Supv. Berube stated: That is not what I mean. If an employee is up for a raise because he has been here for a year do you want the District Manager to have to come to the Board to say this employee is up for a raise, we are going to give him fifty cents and need approval.

Supv. Walls stated: What I envisioned was when we set the budget we say this is what the raise is for the year.

Supv. Berube stated: Give him a package number.

Supv. Walls stated: No, everybody is going to get the same raise. We are going to say what the raise is, say 4%, and everybody gets 4% when it is their time to get it.

Supv. Berube stated: The District Manager has this pot of money there that he just applies as needed. He does not have to come to the Board to say can I give this guy a 4% raise.

Supv. Farnsworth stated: There are two different things - one is the raise he is talking about is independent of a merit increase.

Supv. Berube stated: I understand.

Mr. Qualls stated: Now you have one paragraph that can cover both of those things but the buck stops with you. Is that what I am hearing?

The consensus is yes.

Mr. Qualls stated: Under raises there is going to be one paragraph that says all positions are subject to getting a raise subject to the approval of the Board.

Mr. van der Snel asked: If an employee is not performing at all and has had a written warning, he is on the hot seat, would I have the ability to talk to the District Manager to say why would we give him a 4% raise if he is almost on his way out?

Mr. Qualls responded: Within this modified paragraph you have that flexibility.

Supv. Walls stated: My question would be why is that employee here? If they are so bad that they do not deserve a raise, we do not need them here.

Mr. van der Snel stated: True, but there is a process.

Mr. Koncar stated: It could be timing. In other words if he has gone through the first written warning, is not performing satisfactorily and it is time for annual increases then you would not give that employee an increase.

Supv. Farnsworth stated: You might be more than just the first warning.

Supv. Berube stated: The FRM contract calls for three written warnings before you can terminate. The District Manager is pretty much the first guy to see the written warning after it is issued because he signs off on it and sends it on to FRM. One would think the District Manager would know this employee has one or two warnings already and when it comes raise time we may want to discuss this rather than give them the raise. I think it seems automatic that the District Manager would know there is a problem going on here and we do not want to increase this guy because he is probably going to go next month.

Supv. Farnsworth stated: If there is discussion okay, that is fine.

Supv. Berube stated: It is written.

Supv. Farnsworth stated: With at least two and discussion not just automatically don't get it.

Supv. Berube stated: Yes, and figure out what is going to happen here.

Supv. Walls stated: There are caveats within that such as if you are on your probationary period, you do not get a raise. I do not know if we need to address that in the policy.

Mr. Qualls stated: I think the key is to have the flexibility within your policy so you can do any of these things. What your policy will say is you can as long as this Board approves it.

Supv. Farnsworth stated: Let me ask a question on what I have highlighted; it is the wording that I am questioning. Does that belong in there or is that something we are going to address in the other meeting?

Mr. Qualls asked: Is instead of will be?

Supv. Farnsworth responded: It would be more like may be.

Supv. Walls stated: That is where it gets to the job description. Exempt is based on, by the FLSA, what you do. When we see the job description and how it plays out, determines whether an employee is exempt or not. There are a couple of other factors but, I think, we need to look at it first to make sure it fits the requirements.

Supv. Berube stated: The reason it got put in is because when Mr. Walter was here, Mr. Walter and Mr. van der Snel discussed Mr. van der Snel's request to become salaried rather than hourly. Mr.

Walter put it into this policy before discussion by this Board. Right now the Field Operations Manager is hourly, at his request he wanted to go to salary with a commiserate change in salary which balance roughly his overtime most weeks. The change in wages to go with salary was roughly equal to his previous six months. There would not be any more overtime for that position but the new wage would roughly balance what he has been getting for the previous six months. That is how this came into being called out as a salaried position. It is not salaried now.

Supv. Walls stated: That is what I am talking about. I have not heard anything about that. I am not saying it should or should not be but, we have to look at what the job is doing, what the salary is, what we think it should be and that kind of stuff before we put it into policy.

Supv. Berube stated: That is why it showed up here. It was on Mr. Walter; he was going to bring it to the next Board meeting for discussion and then the change occurred so it ended up being put in here without the discussion that was supposed to happen about it. I agree with you that we look at all the job descriptions and then decide does this become a salaried position or stay hourly.

Supv. Walls stated: It may be, but I have not seen any documentation for it.

Mr. van der Snel stated: I asked the FRM supervisor what a salaried position would be to get an exempt salaried position. He said if you open the door of the office and lock it at night, if you hire and fire people, that is pretty much what an exempt salary position is.

Supv. Walls stated: I get it. I know what the requirements are and I am not saying you should not be, what I am saying is it needs to come here first. We need to see all the documentation and review it.

Mr. Qualls stated: So I am clear, for compensation for hours worked, what we are going to say is compensation will be established within the range set forth in attached Addendum D.

Supv. Berube stated: Yes.

Mr. Qualls stated: It will have the job description and compensation; both of those will be addressed. If it changes over time you reflect it in the Addendum.

Supv. Berube stated: The sentence about the Field Operations Manager can come out. You are going to write the initial job descriptions and they will come here for editing. We will figure out how that all finalizes out.

Supv. Farnsworth stated: We are jumping into part of the stuff that was going to be discussed in the next meeting.

Supv. Berube asked: What it is in the regular meeting?

Supv. Farnsworth responded: The business of the job description of the Field Manager. It is a line item in the next meeting.

Supv. Kassel stated: What Supervisor Farnsworth is saying is this is not a matter for the workshop but for the regular meeting, so we are mixing things that should be in the regular meeting with the workshop.

Supv. Walls stated: It is in the policy we are looking at and why it came up.

Mr. Qualls stated: Based on what I have heard you have not discussed at this workshop whether changes would be made for Mr. van der Snel. What you have discussed is in your policy what the parameters of those are. I think you have toed the line nicely.

Supv. Kassel stated: Benefits. Say an employee is covered under their wife's policy; there is nothing here to incentivize them not to take coverage under the CDD if they are already getting insurance elsewhere.

Supv. Walls stated: We have never approved, that I can recall, what those benefits are. What insurances are we going to provide? It is in the policy but as a Board we have never approved that. We have approved budgets for it. I think each year the package of benefits needs to come to the Board to approve, including the premiums we are going to pay. Also, included in that is if the employee does not take the insurance they are saving us money, then they should be compensated back a little of that. I do not know what the number is because I do not know what the premium is. That should be part of the policy.

Supv. Berube stated: The only problem there is as your group shrinks it becomes more difficult to buy insurance. He has a hard time finding coverage that is acceptable and affordable.

Supv. Walls stated: He should not be looking for those things; it should be the District Manager's job.

Supv. Berube stated: The District Manager never has.

Supv. Walls stated: That is something we need to change, too. That is an administrative task not for the Field Operations Manager's to go find insurance.

Supv. Berube stated: It started from nothing to this.

Supv. Walls stated: I understand but we need to fix it.

Mr. Koncar asked: Is that something included in the scope with FRM?

Supv. Berube responded: No.

Mr. Koncar stated: That is not addressed with the FRM scope.

Mr. Qualls stated: No, just workers' compensation.

Supv. Berube stated: The reason it is not addressed with the FRM scope is because the group is too small. It is not now because we have five. When you do PEO's they do not want to deal with you if you do not have five or more employees. When all this started we had four and FRM was basically the

only company in the State that would take this group. They also said we will not do benefits and administration with the exception of the required workers' compensation for this small of a group. Now we are at five; however, if all five do not take the coverage they will not do the administration for it and is why it is outside the FRM scope.

Mr. Scarborough stated: The two of us have elected not to take it.

Supv. Berube stated: You only need one guy not to take the coverage and you cannot go through FRM for their insurance package.

Supv. Walls stated: That is why we procure it ourselves. What I am saying is the package needs to be procured by the District Manager and needs to come to the Board each year for approval because prices and plans are going to change every year. Make it a formal process that says here is the benefit package that we are approving for employees this year.

Supv. Berube stated: That is why it changed earlier this year because Blue Cross decided to double the rate and deductible and said take it or leave it, so we left. I agree the District Manager should do it, but it is what it is.

Supv. Kassel stated: When you say that is what it is, that is what it was and may not be what it will be.

Supv. Berube stated: I meant that is what it is now; not that is what it is going forward. This is how we got to where we are at now.

Supv. Kassel stated: I understand it is hard to get insurance but we are still paying per employee. If we are paying for three - we are still paying so what is the incentive for somebody not to take the insurance that we do not have to pay for.

Supv. Walls stated: If the premium is \$15,000 per year and that is what we are paying, if we have an employee who does not take it we are not paying the \$15,000 so give them some kind of credit.

Supv. Berube asked: If you want to do that, do you want to pay the full amount?

Supv. Walls responded: No, come up with a credit, whatever that is based on what the benefit package is.

Supv. Kassel stated: A percentage or something, it is probably going to be hard to do because we would not know necessarily what the insurance rate would be unless they were actually covered.

Supv. Berube stated: We know the rate.

Supv. Kassel stated: Maybe it is a percentage of the rate that they can get back at the end of the year.

Supv. Walls stated: Where I work if you do not take the health coverage you get \$25 per pay period added to your check. Not a huge amount of money but you are getting something. I am not saying

that is what we go with but something along those lines. You get compensated if you decide not to take that benefit.

Supv. Berube stated: When all of this started is when Obama Care was coming into effect. I asked the question and they said you cannot compensate employees for not taking an offered insurance. That may have changed.

Mr. Qualls stated: I am pretty sure that is wrong.

Supv. Berube stated: Obama Care has changed a lot so if it is legal. I agree that they are saving us money by not taking it. What do you want to give them?

Supv. Walls responded: I think we can figure that out later. We just have in the policy if you do not take it you may be entitled to compensation.

Supv. Farnsworth stated: As long as it is worded may be not automatically.

Supv. Berube stated: Understanding that if we do this and enough people opt out we may not be able to offer insurance coverage.

Supv. Walls stated: The compensation will not be incentive enough for a person to go without insurance. You have to make it low enough so it does not make them opt out just to get the credit, but high enough.

Supv. Berube stated: To say okay thanks.

Mr. Qualls stated: We want to have a section that basically says if an employee elects not to receive health, vision and dental benefits that employee may be entitled to a pay increase.

Supv. Berube stated: No.

Supv. Farnsworth stated: It is more like an offset.

Supv. Walls stated: Compensation.

Supv. Berube stated: Offsetting compensation.

Mr. Qualls stated: You want to keep it that it is a shall. Nothing is going to change for those receiving the benefits during this cycle.

Supv. Farnsworth stated: May be entitled.

Mr. Qualls stated: I think the law is you have to have at least 50 employees.

Supv. Walls stated: We do not meet the threshold.

Mr. Qualls stated: We want to say may be entitled.

Mr. Koncar stated: I will need to look at this also and get back with you. We have not done the benefits before, in the past, so I need to look at in terms of District employees as opposed to Severn Trent.

Supv. Walls stated: The way I view this is it is just another contract we have with a firm and they happen to be providing insurance benefits.

Mr. Koncar stated: You are talking about a vendor contract.

Supv. Walls stated: Yes.

Supv. Berube stated: Right now we have two - one with Ameritas Life.

Mr. van der Snel stated: Ameritas and Humana. My wife was in the insurance business so she found the insurance agency in St. Cloud and they found a small business package for us. The small business package was pretty much the same as we had except the benefits were much better so we took that. The insurance agency is doing that for us through HealthCare.gov. It is running perfectly well, in my opinion.

Supv. Walls stated: I am not suggesting we change anything. What I am saying is instead of you going out and procuring that contract the District Manager does that. A Field Operations Manager should not be going out getting insurance.

Supv. Kassel stated: That does not mean you cannot make a recommendation of something, but it removes the responsibility from you.

Supv. Berube stated: If it is working well and the premiums do not jump up or deductibles skyrocket like what happened with Blue Cross. All the insurance companies under HealthCare.gov are pretty much the same. It is just a matter of finding one that fits. The flexibility is still there and we are not going to change anything right now but if those deals change and need adjustment or attention then the District Manager will do it and certainly you will input as the administrator and one of the covered. You show the guys who get the coverage the package and say here is what we are thinking.

Supv. Walls stated: Each year that should come to this Board for approval. If we look at it and see that it is not feasible then we will do something else.

Supv. Farnsworth stated: When you say that it will really be up to the District Manager to put together the package we are looking at. He may ask the Field Manager for information but it is still his responsibility.

Supv. Kassel stated: IV. - Attendance and Leave. There is talk about hours, breaks, and when lunch breaks should be taken but it does not talk about how long lunch breaks are.

Supv. Berube asked: How long is lunch?

Mr. Scarborough responded: One hour.

Supv. Walls stated: That is what the policy should say.

Supv. Farnsworth asked: What does that make an eight-hour shift run?

Mr. van der Snel responded: 7:00 a.m. to 4:00 p.m.

Supv. Berube stated: Some shifts are different to cover things like pool closing.

Mr. Qualls asked: In the last sentence - if an employee must leave the jobsite for any reason, the employee must inform their immediate supervisor or the supervisor's assistant by text or phone call. Who is the supervisor's assistant? Second, what does leaving the jobsite mean? If I am working on irrigation and have to go use the restroom, do I need to call my supervisor to tell him that?

Supv. Berube responded: The jobsite is anywhere in Harmony.

Mr. Qualls stated: We are going to define jobsite as the entire property.

Mr. van der Snel stated: The thing is all the staff lives and works in Harmony today. Whenever they leave or need to go home for any reason, that is when I would like to know so there is clarity on where they are and if anybody sees his car at his house at an unusual time I can say it is permitted, he is there for a reason, I know about it. It is to give transparency on where they are and is why I put that in.

Supv. Walls asked: If they were working in front of their house on an irrigation line and ran inside to get a drink do you want them to call or text you about that?

Mr. van der Snel responded: Yes. Now they are in their house and for me it is all about perception.

Supv. Walls stated: We all know these guys. We just need some leniency. I can see situations where somebody may get upset. I know if my boss told me if I was driving by my house and I ran in to get a drink you better call me, I would not care for that at all.

Supv. Farnsworth stated: I do not think anybody is going to go that far.

Supv. Walls stated: I just want to make sure because that is what the policy is. If we are going to define the jobsite as the entire property.

Supv. Farnsworth stated: Do not define it that way then.

Mr. Qualls stated: You can take it out.

Supv. Walls asked: Has it been a problem?

Mr. van der Snel responded: Yes and no. It is a risk that I would like to prevent and also to protect the team.

Supv. Farnsworth asked: What is the objection to the wording?

Mr. Qualls responded: I am just trying to figure out what does jobsite mean. If we said the District's systems and facilities, mirroring what is in the statute.

Supv. Walls stated: Must leave the District infrastructure or systems and facilities for any reason.

Supv. Beurbe stated: It comes down to the same thing; the jobsite is all of Harmony.

Supv. Walls stated: The District infrastructure would just be the work being managed.

Supv. Farnsworth stated: Let me try to qualify that a little bit - the jobsite is all the District owned facilities. A private house is not so this does covers all the words that are necessary. I do not think you have to go anywhere else with it.

Supv. Bokunic stated: To me this is mega micromanaging. I would not like it as an employee and to do things as a perception because someone might see someone, or is it because you want to know if they are going home.

Mr. van der Snel stated: If there is abuse in this area, then I have nothing to stand on because it is not in the policy. I can go home anytime I want.

Supv. Walls stated: To me, at the end of the day, was the job done. This is what I tell my employees all the time - I do not care how you do it, did you get the job done. As long as you are not doing things illegally, I do not care.

Supv. Berube stated: The reason this was put in is because there have been problems and there was no ground to stand on. The learning curve is he needs something.

Supv. Walls stated: There needs to be some discretion in how that is used.

Supv. Berube stated: How about if an employee needs to leave the jobsite for any reason they should inform the immediate supervisor by text or phone call.

Mr. Qualls asked: Is the job description of the Field Manager to supervise the other field employees?

Supv. Berube responded: Yes.

Mr. Qualls stated: Then there is no way you are going to be able to capture everything that entails in this policy. I think your suggestion of if an employee must leave the District's systems and facilities for any reason the employee should inform their immediate supervisor, that is common sense. I do not think you can put everything in there, but I think the way you have changed it is a lot clearer. By taking out jobsite, because that is not something we understand in this line of work.

Supv. Kassel stated: It is not something a new employee would understand.

Supv. Farnsworth asked: You reworded it to what?

Mr. Qualls responded: If an employee must leave the District systems and facilities for any reason the employee should inform the District Field Manager.

Supv. Berube stated: Should instead of must.

Supv. Farnsworth stated: I understand should.

Supv. Berube stated: If they leave the public facilities and go to a private facility they should.

Supv. Farnsworth stated: I thought jobsite was adequate for that.

Mr. Scarborough stated: My personal perspective is when I first started working here, for several months, I would stop at the house to use the restroom or grab something but never more than five minutes. Somebody could potentially abuse that system but the thing is first of all you have to trust your employees and secondly, anybody who takes advantage of it in time it is going to catch up. I agree with what you are saying and I do not necessarily like texting him every time but also I get the reasoning behind it. I do not know that there is any wording that will encapsulate it.

Supv. Berube asked: Are you okay with how we adjusted it; it is a should.

Supv. Walls stated: I think you are saying what we are saying, there just needs to be some discretion in how it is used. If there is a problem we can talk about it another day. It just needs to be fair on both sides. Fair from you that if somebody forgets to tell you they are going to get a drink from their house you don't give them a hard time and then fair from you that if you go get a drink from your house you won't stay there 20 minutes.

Supv. Berube stated: There was a former employee who was so good about being at his house that I noticed him at his house, frequently. I think you will all remember the picture that was sent in by a resident of some guys out in the woods doing something in the woods they should not have been doing. This gets reported and gets to him. This got put in to give him some ammunition when things get abusive.

Supv. Kassel stated: I think we have covered it and we can move on.

Supv. Farnsworth asked: When workload permits - why is that wording there? This implies that if you load people up you do not get your 15 minute break.

Mr. Scarborough stated: I do not think the breaks are necessary.

Supv. Farnsworth stated: Legally.

Supv. Berube stated: Legally you have to give a break every four hours.

Supv. Walls stated: The Attorney says no.

Supv. Berube stated: I think what it is saying is when you can break free you can take your 15 minutes but it does not necessarily have to be from 10:00 to 10:15.

Supv. Farnsworth stated: I understand that but this says when workload permits.

Supv. Walls stated: It already says may, just add when workload permits.

Mr. Qualls stated: Done.

Supv. Kassel stated: D. Holidays.

Supv. Farnsworth stated: "D. Holidays" needs to be on the next page with the section it belongs to.

Supv. Kassel stated: I am looking at the holidays and wonder why other National holidays like President's Day and Veterans Day do not appear here.

Mr. Qualls stated: I thought we just did what the State of Florida did but now that I am looking at it they also do MLK Day.

Supv. Berube stated: This has been in effect since day one. It came from FRM - they had paid holidays for their groups and that is where we lifted this from.

Supv. Farnsworth stated: I do not see anything wrong with it.

Supv. Walls stated: Currently employees are getting six holidays.

Supv. Berube stated: Yes.

Supv. Kassel stated: I am a little uncomfortable that they do not get National Holidays, especially if they are a Veteran.

Supv. Berube stated: I work for a private employer and I do not get it. Governments and banks typically give it but private employers do not.

Supv. Walls asked: How many holidays does Severn Trent give?

Mr. Koncar responded: I think we have nine. We do not get Veteran's Day.

Supv. Bokunic stated: Put a couple of floaters in.

Supv. Walls stated: Nine may be a better number than six. If that is what Severn Trent is doing we should try to mirror that.

Supv. Berube stated: I can bet that one of them is the day after Thanksgiving and Christmas Eve as well. You have to be careful because there is a job to be done.

Supv. Walls stated: We should try to mirror what the District Manager does at least.

Mr. Qualls stated: The State of Florida adds in addition to these - MLK Day, Veteran's Day and the Friday after Thanksgiving.

Supv. Walls stated: I would add Christmas Eve for sure and the day after Thanksgiving.

Supv. Berube stated: It is not a bad increase.

Supv. Farnsworth stated: If you are trying to match the nine some organizations leave the ninth one as a Floating Holiday and let the employee choose.

Supv. Walls asked: What about Easter?

Mr. Qualls responded: Easter is always on a Sunday.

Supv. Berube stated: These guys work seven days per week.

Supv. Walls stated: I think you need to put Easter in there.

Supv. Berube asked: If their normal day off is Sunday do they get paid for it?

Supv. Walls responded: I do not think that matters - you get nine holidays.

Supv. Berube stated: We are going to add Christmas Eve, the day after Thanksgiving and Easter.

Supv. Farnsworth asked: Why restrict it to Easter? Leave it floating.

Mr. Scarborough asked: Is the floating independent or is it together?

Supv. Farnsworth responded: It does not matter.

Supv. Kassel asked: What does that mean?

Mr. Scarborough asked: What if we all wanted Easter off?

Supv. Farnsworth responded: You have to schedule it with Mr. van der Snel. If he does not agree with all of you taking it off, then no.

Supv. Berube stated: On the hard holidays the workforce is shut down, nobody is working.

Supv. Walls stated: This does not mean we shut down, we have not discussed that. It does not mean you shut down on all nine of these days.

Supv. Farnsworth stated: Float is essentially like a vacation day.

Supv. Walls stated: On Christmas Eve and Black Friday I do not see you shutting down.

Mr. Qualls asked: Do we need to change the following are holidays upon which the CDD will be closed.

Supv. Kassel responded: To "may be closed."

Supv. Farnsworth stated: This is an Employee Handbook - you do not have to say the CDD will be closed.

Mr. Qualls stated: You cannot call the Governor's office on Christmas. It is closed.

Supv. Farnsworth stated: It just seems strange to put those words in an Employee Handbook.

Supv. Walls stated: It matters in how we are going to pay people. You are going to get more money if you are working on a holiday.

Supv. Berube stated: We have the six closed holidays where everything is shut down. We have added three holidays which may cause employees to be scheduled to work on those days. It is addressed further on that if they are scheduled on a holiday they get holiday pay plus eight hours straight time for working on that day. We will leave it at six hard holidays.

Supv. Walls stated: Those are the days the CDD is closed and they get paid for it.

Supv. Berube stated: Yes.

Supv. Kassel stated: We may be closed on the other holidays.

Supv. Berube stated: The CDD may be closed or you may be scheduled to work on the day after Thanksgiving, Christmas Eve, and Easter. If you are scheduled to work on any of those days you will receive holiday pay plus regular eight hours pay.

Supv. Farnsworth stated: E. Accrued Leave - there is a big problem with the way this section is written. For accrued leave you have one item but you are mixing in vacation time and sick time. They are two distinctly different items. For sick leave you have a table for different employees and for different periods of time that they are there. You have a vacation schedule for different employee levels and how much time they are there. For vacation you can only accrue one week and if you do not use-it you lose-it. Sick leave you can build up, if you are here long enough, up to 14 weeks.

Supv. Walls asked: Who currently tracks leave?

Supv. Berube responded: Payroll.

Supv. Walls stated: This is a fairly generous number of days, even combined. When I have employees come on they do not get this much leave. We do combined at work - we do not have sick and vacation days.

Supv. Berube stated: More and more companies are combining it all. It is paid time off.

Supv. Farnsworth stated: I am glad I never worked under that system. It is two distinctly different things.

Supv. Walls stated: Carryover has difficulties. The issue I have with it is the way the leave policy is written. You do not earn enough leave to take a vacation until half way through the year and it goes away at the end of the year and you start all over again.

Supv. Kassel stated: You have to take your vacation between July and December.

Supv. Walls stated: What I think it needs to be is that you get so many weeks of vacation per year and you can take it whenever you want throughout the year based on your supervisor's approval. You will have to track accruals for when a person retires or is terminated so you know how much to pay out but they have to be able to begin taking leave at the beginning of the year. If you want to take a vacation in January, the way this policy is written, you cannot.

Mr. Qualls asked: What would that number be?

Supv. Walls responded: I think the numbers are good.

Mr. Qualls asked: How many days of leave would it come to per year?

Supv. Kassel responded: It is six hours per month.

Supv. Berube stated: After the 90-day probationary period in the first year you get six hours per month or 72 hours in a twelve month period.

Supv. Kassel stated: If you are hired on January 1, your leave does not start accruing until April 1.

Supv. Berube stated: There is no easy way of administering it.

Mr. Qualls stated: If we just said employees are entitled to nine days of leave per year subject to clearance based on schedules by the Field Manager.

Supv. Walls stated: It is more than nine but whatever that number is.

Mr. van der Snel stated: It is ten days.

Mr. Berube stated: The seconded year you get 10 hours per month so that is 120 hours which is three weeks. After three years you accrue 12 hours per month which is 144 hours.

Supv. Walls stated: That is pretty generous and I would space it out more.

Supv. Kassel stated: Maybe you step up at two years and then at three, four or five years.

Supv. Berube stated: It steps up at one and two years.

Supv. Walls stated: Max out at five years.

Supv. Farnsworth asked: Why is it not more like what this table shows. You are trying to do in words what you can do very well in a table.

Supv. Walls stated: I am saying you will still lose your leave if you do not use.

Supv. Farnsworth stated: If you are talking about vacation type leave, I agree with you.

Supv. Walls stated: That is not what I am talking about.

Supv. Farnsworth stated: Sick leave is a different issue.

Supv. Berube stated: We have to keep it combined into PTO because that is the way FRM tracks it.

Supv. Kassel stated: The person who is the formal employer does it that way.

Supv. Farnsworth asked: Why does FRM combine it?

Supv. Berube responded: Everybody combines it. My company is the same way - PTO.

Mr. Qualls stated: I do not want my employees thinking they have to take a sick day when they are not sick. You get a leave day whether you are sick or not; it is a leave day.

Supv. Berube stated: Paid time off, personal time off, whatever you want to call it.

Mr. Qualls asked: How many people want to split the in between - sick and personal leave?

Supv. Berube responded: No.

Supv. Kassel stated: Supervisor Farnsworth does.

Supv. Berube stated: Democracy rules. Here is the way we thought about this as we regurgitated it multiple times to make it work. The idea of having it reset on October 1st is so you are not carrying any future liabilities into the next budget year. We understand that creates a problem with timing and when people come on the job; not everybody starts on October 1st.

Supv. Walls stated: I do not think October 1st matters if you say you get x number of days to use for the year. Then you get another x number of days on October 1st.

Mr. Qualls stated: As long as they understand the fiscal year runs October 1st through September 30th.

Supv. Walls stated: You are going to have the same number of days no matter what day they reset.

Supv. Berube stated: The idea was this is what is on the paper and if there is a problem he has something to back him up. The fact is FRM tracks it and he would have discretion because there is no perfect way of writing all this down and having it fit every situation. There is a certain amount of discretion to make sure in a 12-month period they do not exceed their accrued leave. I think we can leave it written the way it is but do you want to tighten up how many hours they are gaining?

Supv. Walls responded: If I were writing this I would make it one, three and five years, instead of one, two and three. The difference is not that big but it incentivizes someone to stay on longer. If we are going to write it so they are getting these days upfront - for new employees it needs to be prorated. If you come in six months into the year you get half. In terms of payouts if you were to get your ten days on October 1st and then got terminated on October 2nd, do you get paid all ten days?

Mr. Qualls responded: No, because there is no carryover.

Supv. Walls stated: The accrual still stands - if you get ten hours per month and if you have worked a month and get fired you are paid for ten hours of leave, not ten days.

Supv. Berube stated: That is why you have an accrual per month to avoid it.

Supv. Walls stated: The accrual does not work if you are going to reset it.

Mr. Qualls stated: At our firm we accrue for the purpose of liability but we will make an agreement to advance someone vacation time that they have not accrued if we decide we would like to.

Supv. Berube stated: Mr. Qualls' assistant, Ms. Scarpone who did a good job with this and who I am sure he is going to give what we want to do to her. You have heard what we want to do and Supervisor Walls is suggesting from after the employee's one year it goes to the three year anniversary.

Supv. Walls stated: Yes. The number stays the same in terms of the hours you accrue.

Supv. Berube stated: After the employee's three year anniversary it goes to five.

Supv. Walls stated: At five years you are getting the max.

Supv. Berube stated: After the employees three year anniversary they will accrue leave at ten hours per month, and after the five year anniversary the employee will accrue 12 hours per month.

Supv. Farnsworth asked: Accrue it for how long? Is there any carryover?

Supv. Berube responded: No, annual.

Supv. Farnsworth stated: In other words you are not allowing any carryover from one year to the next.

Supv. Walls stated: If you were to look at packages at other places, this is a lot more generous.

Supv. Farnsworth stated: I vehemently disagree with no carryover.

Supv. Berube stated: In this world you do not want liabilities carrying over and building up and we do not either.

Supv. Farnsworth stated: The limit would be five days for vacation. If you are combining it.

Supv. Berube stated: We have agreed it is PTO.

Mr. Koncar stated: Under the GASB accounting requirement if you do have a leave policy where you carryover, you have to fund it so it would have to be funded from year-to-year.

Supv. Kassel stated: We typically budget that line item over what we need.

Supv. Walls stated: He is saying you have to fund your future liabilities.

Supv. Kassel stated: You are talking about for the accruals.

Supv. Berube stated: It is one more line item that you have to carry that adds to the balance sheet.

Supv. Farnsworth stated: The smoking policy is not acceptable.

Supv. Kassel stated: The policy is not clear. What about during lunch, breaks, is it prohibited on CDD property? More specificity would be helpful.

Mr. van der Snel responded: The way it is now CDD staff is not allowed to smoke or chew tobacco or vape when they are interacting with residents. Anywhere there is interaction with a resident.

Supv. Kassel stated: Maybe it should say no smoking or vaping on CDD property during work hours.

Supv. Berube stated: Britten is the only smoker right now and I have seen you smoking at different times but never when you are interacting with someone. The policy as you understand it, as he explained it to you, is it problematic to you being a smoker?

Britten responded: No, as long as I am not interacting. My view on that is if I am near kids or around the school area, you should not be smoking, period.

Supv. Farnsworth stated: That is what the wording is here that is basically a modified version of the STS policy. That is what it should be rather than the blanket prohibition. I had to look up the word vaping, I did not know what it was.

Supv. Walls stated: Smoking is not permissible in areas where employees may be interacting with residents or something along that line.

Supv. Kassel asked: Is it acceptable to prohibit smoking or vaping on CDD property during work hours except for breaks or lunch?

Supv. Farnsworth responded: That says if he is walking from one spot to another and there is nobody around he cannot have a cigarette. As a smoker I am going to tell you what you can do with that.

Supv. Berube stated: Employers have the ability to not hire smokers and prohibit smoking on their campus entirely. Even with the way it is written it is completely acceptable in today's world. If you

want to loosen it up a bit to include where there is potential interaction with residents, I will go along with that but I do not have a problem with it. The problem is, and again we go back to past employees, there was one who always had a cigarette hanging out his mouth, with no shirt and wearing camo pants.

Supv. Kassel asked: Is it acceptable to say smoking or vaping is not allowed on CDD property during work hours except for lunch or breaks?

Supv. Walls asked: Does that include parks?

Supv. Kassel responded: Yes, if you are on the job on CDD property.

Supv. Bokunic stated: You cannot expect someone who is a smoker to go eight hours without a cigarette.

Supv. Kassel stated: That is why I am saying unless you are on break or lunch.

Supv. Walls stated: Word it so long as you are not in the vicinity of District residents.

Supv. Berube stated: Not allowed during any interaction with residents.

Supv. Walls asked: Do we need to talk about the hiring process? Who does interviews? Is there an application to be filled out? If there is an application, should it be an exhibit? Who makes the job and salary offers?

Supv. Farnsworth responded: I do not think that belongs in here.

Supv. Berube stated: The application comes from FRM. The drug enforcement policy FRM shies away from that but their policy is if there is an accident or anything like that you go for drug testing.

Supv. Bokunic stated: Insurance is probably driving that.

Supv. Walls stated: They are just questions I had. In terms of taking leave is there a standard form or when you want to request vacation.

Mr. van der Snel stated: Vacation is first come first served.

Supv. Bokunic asked: How do you document that?

Mr. van der Snel responded: It is on the calendar that is visible for everybody.

Supv. Walls asked: If I want to request vacation, is there a formal form for that?

Mr. van der Snel responded: No.

Supv. Walls stated: It is how do you say this guy came first; I am just trying to head off issues. I think there needs to be a lead request form.

Supv. Kassel stated: It is not a bad idea so it is all clear and documented as to who requested what, when.

Supv. Walls stated: Then there is no question of he came and asked first. There needs to be a formal form for that.

Supv. Berube stated: The application is from FRM or is it a standard application?

Mr. van der Snel stated: It is a standard application.

Supv. Kassel stated: Before we go there, this is an Employee Policy not a hiring policy. Does it really belong here?

Supv. Walls responded: No, probably not. One other thing is Performance Review is mentioned several times but there is no section that says how it will be done, when it will be conducted and what parameters are going to be used. I think we need to have something on that. Cell phone use was one of the sections and it said no personal cell phone use and that just does not work these days.

Supv. Farnsworth stated: One of the questions I had was the private use of CDD phone - does this mean it is absolutely mandatory that they carry a CDD phone and a personal phone.

Supv. Kassel stated: Only if they want to carry a personal phone.

Supv. Walls stated: The paragraph needs work because it is just not realistic. I do everything on my phone, work and personal, it is just not realistic.

Supv. Berube stated: Again, it came from a situation.

Supv. Walls stated: I get it, but this is what the supervisor is there for. If the guy is not doing his job because he is on his phone all the time he is going to know.

Supv. Farnsworth stated: If it is abused.

Supv. Walls stated: If he is checking did his wife text him. If I look at it I am violating this policy.

Mr. Qualls stated: We can strike personal phones can only be used for emergencies.

Supv. Farnsworth stated: In the writing you switch back and forth between using the word employee and employees and then start using you. Don't do that - use employees.

Supv. Walls stated: Employee discipline procedures - you mentioned FRM has those. I think they need to be included in here.

Supv. Kassel stated: As an addendum.

Supv. Walls stated: That way everybody is clear what the process is. We have already discussed the open door policy, the exit interview. I think the policy needs to touch on vehicle and equipment usage for the District. Can they be used for personal and stuff like that. We are a government with elected officials so there probably should be a prohibition of employees campaigning for anyone of us or anybody else while they are on the job.

Supv. Farnsworth stated: There is some prohibition.

Supv. Walls stated: It does not necessarily say what I just said in terms of campaigning. There should be a specific prohibition on that. The personal appearance says you can only wear jeans, what about shorts?

Supv. Berube responded: They can wear shorts.

Supv. Walls stated: It does not say that so it needs to be fixed. They should be allowed to wear hats and it should be included. There are two sections that address ADA.

Mr. Qualls stated: We noticed that.

Supv. Kassel stated: There are also two sections on Equal Rights.

Supv. Farnsworth asked: Did you catch the link change I suggested and why? The link does not send you to the document you are referencing and I am suggesting that it links to the place you want.

Mr. Qualls stated: I did not know we did that.

Supv. Berube stated: We are done with the employee manual.

Mr. Qualls stated: Thanks that was a good review.

FOURTH ORDER OF BUSINESS

Other District Business Considerations

A. Lakeshore Land Use Critique

Mr. Nick Shoopman, SunTerra Communities, asked: Did you see anything before now?

Supv. Berube responded: No, there should have been some distribution.

Mr. Koncar stated: I did not get it until late.

Supv. Berube stated: This should roughly mirror what we had at last month's meeting.

Supv. Kassel stated: I did not get a chance to see it.

Mr. Koncar stated: We got it late but I did make some copies.

Mr. Shoopman stated: I do not know if you are aware but the previous developer, Starwood left out a couple of things that did not get cleaned up prior to selling to us and is what we are here for, to try to clean up a few parcels that at the end of the day should belong to the CDD. If you look at the map we can run through it. Along 192 there is a small rectangular piece that is just grass and currently maintained by the CDD. It is a remnant piece that was never deeded to the CDD and we would like to do so. In addition there are three other pieces labeled A, B and C which are currently wetlands adjacent to the golf course and reserved under conservation easements. There are no development rights to them or maintenance obligations. We believe the CDD to be the rightful owner as you own the rest of the wetlands on this property; you just do not own all of them. We would like to dedicate those to you as well. Parcel E is where your garden, HOA storage area, and Servello's compound is. What we would envision doing is giving you a permanent ingress/egress easement to your facility, carve out a piece for us and give you the back piece as well.

Supv. Berube asked: When you say carve out?

Mr. Shoopman responded: We would keep the front where the golf maintenance facility is and if you can envision the fence line behind is where we would look at giving that land from there forward to the CDD.

Supv. Kassel stated: There is a pond there.

Mr. Shoopman stated: Not the pond. It would just be the garden, RV storage lot.

Supv. Kassel asked: Where is the roadway? The roadway runs between the back of the maintenance facility and the garden.

Mr. Shoopman responded: It would be part of that parcel. I can show it to you on an aerial as well to make it easier to see. The one that probably requires more discussion is what we call the land swap that we would like to do at the lake.

Supv. Farnsworth stated: What I have up shows it in general.

Mr. Shoopman stated: We could develop as it sits currently without doing the land swap but we believe it is in our common interest to do the land swap in both our benefit. For our benefit it makes it a little more plan able to bring the road in off of Oakland Trail and line it up with the other road. The benefit for you I am not sure you are aware of. Right now there is an agreement between you and Birchwood that gives Birchwood the unilateral right to remove your lake access on this parcel. It can be cancelled as of July of this coming year for whatever reason. We do not think that is right and want to give you a permanent access not only to the lake but to your docks and everything that is out there. We envision this not only as a land swap but guaranteeing your future permanent access and to eventually do away with that agreement that dates back to 2003. If you look at our diagrams we are giving you roughly 1.5 acres and we would like about .72 acres, roughly a two-for-one trade. I also show a plan to give you a single loaded parking lot with 16 spaces.

Supv. Walls stated: I do not like the houses up against the lake.

Mr. Shoopman stated: It is currently zoned commercial and we want to reduce the intensity level.

Supv. Berube asked: From commercial to residential.

Supv. Walls stated: Personally, I would advocate the County not do that. Having houses this close to the lake which we do not have anywhere else.

Supv. Berube stated: If you move to the east, you do when you get into The Estates.

Supv. Kassel stated: They are not that close to the lake, they are near the wetlands but they are not right off the lake.

Mr. Shoopman stated: There is a pretty significant wetlands buffer.

Supv. Walls stated: If you look at this it is the access to the lake and you will have a house right here. Right now you are walking down in a green open area and now this person's house will be right there.

Supv. Berube asked: Will the trail to the lake, as it exists, be moved as part of your construction?

Mr. Shoopman responded: We would be willing to reroute the trail, put in a parking lot and a couple of picnic tables to make it habitable for you.

Supv. Berube stated: On the subject to the lake I think that you know we have a damaged boathouse that we have been unable to get repaired because of various permitting issues as the first step. Mr. Boyd has gone at it with water management districts, Army Corps of Engineers, and I think we are pretty much at a roadblock.

Mr. Boyd stated: The last time I talked to BioTech it was waiting for the Army Corps of Engineers issue to be worked out.

Supv. Walls asked: Who needs to work that out?

Supv. Berube responded: The developer. It is ongoing. Starwood knew they were getting out so they did not want to get involved any more than they had to. Now we have a new developer who probably has the horsepower to get this done. We really need to do something with the boathouse, first with the permitting and then with the repairs. The easiest thing for this Board to do is say no, no, no to everything but I am not sure that is the right move to make.

Supv. Walls stated: My issue with the proposal is you are changing the whole nature of what the park looks like there. I understand that we do not own this land. Forget about the park - the entirety of that area which on the west side is all park. You have a playground and people are currently parking here so the perception is it is all part of the park to most residents. You are changing the whole character of the area by putting houses on top of all of that.

Supv. Bokunic stated: It is a lot of houses in a small area.

Supv. Kassel asked: What are the lot sizes and frontages?

Mr. Shoopman responded: They are 50 foot lots.

Supv. Kassel asked: What kind of homes are you proposing?

Mr. Shoopman responded: Single-family.

Supv. Kassel asked: Can you give me an example of what product is here already that would be comparable?

Mr. Shoopman responded: I do not think we are at that point yet.

Supv. Berube stated: The last neighborhoods that have gone in have been 52 foot lots.

Mr. Shoopman stated: I think they have all been 50 feet.

Supv. Kassel stated: Here is the conundrum - the developer owns this property and could put a commercial facility on this property and we cannot do anything about it. Now they are coming to us to say we want to put houses there. I completely agree with from a personal, aesthetic and neighborhood ethic perspective, this goes against what we have been doing. At the same time they own this property and have the right to do something with it. They are coming to us and saying we would like to transition this from commercial to residential and here is what we would like to do. Maybe we work with them to try to make it so it is amenable to us and still somewhat amenable to them. Maybe it is every single lot that they have proposed here, maybe there are a couple of lots they do not build and maybe stretch some of the other lots, I do not know if that is feasible. What I am trying to say is we cannot just say no, they own the property. We have to work with them in some way; it is just how we are going to work with them in a way that works for us and them.

Supv. Berube stated: To Supervisor Walls point, I kind of agree with you that it changes the complexion here that we have a park over here. Mr. Shoopman offered to build some sort of parking facility with picnic tables.

Supv. Kassel asked: Are you talking about the .72 acres?

Mr. Shoopman responded: On this piece here.

Supv. Berube stated: What is now theirs and would become ours.

Mr. Shoopman stated: You are going to lose the parking here so I am offering to replace it.

Supv. Berube asked: How about some sort of agreement, plan or future drawing to make sure the new parking area does not look like a new parking area; make it more aesthetically pleasing.

Supv. Walls stated: This assumes the change gets made from commercial to residential. Think about Long Pond where we put the sidewalk and we have the houses. Now you have the sidewalks and you are looking in the backs of people's houses. When you go down to the lake you will look at the back of these people's houses right by the lake under this plan.

Mr. Shoopman stated: Keep in mind we can terminate your access all together.

Supv. Walls stated: That is fine if you want to play that.

Mr. Shoopman stated: I do not want to play that.

Supv. Walls stated: We can talk to our County Commissioners and do lots of stuff if you want to threaten and play that game.

Mr. Shoopman stated: We are not threatening; I am pointing out the facts.

Supv. Kassel asked: What if we were to request that lots five and six be deleted and left you with the rest of them?

Supv. Berube responded: What we do not know is how the houses on five and six are going to be situated.

Supv. Kassel stated: That is not the point about the situation; the point is that those lots are not going to be pushing into the lake access as severely.

Supv. Berube stated: The scale is 1-inch to 100 feet. If you look at this between five and there is about 25 feet on the scale from the edge of fives lot to where our land would begin.

Mr. Shoopman stated I would be willing to do that; it is a fair consideration.

Supv. Kassel stated: If you were to remove lots five and six from the 15 lot proposal.

Supv. Berube asked: How about if they did that and put in some sort of buffer wall, a wall of trees to shield the neighborhood so it is not just open. I have to believe you would probably do that anyway.

Mr. Shoopman responded: That was the theory of the one-sided parking, to face away from the houses because right now it is a double.

Supv. Kassel stated: It also means the cul-de-sac would be moved.

Mr. Shoopman stated: It would still have to be there but we can shrink it.

Supv. Berube stated: In some neighborhoods people put up brick walls, fences, and the prior developer loved the big white fence that is out front surrounding his neighborhood. I would suggest some sort of planting wall to close it and set it off so it does not look like you jammed a bunch of houses in the middle of a big open field. Maybe Evergreen trees of some sort; it will be a buffer wall and will add sound deadening and people using the parking lot will not have direct visual into people's backyards.

Supv. Kassel stated: You are saying put a landscaping buffer in between what would be lots four and seven and the lake access.

Mr. Jerman stated: Probably that buffer is more important to us for the residential houses than it is to you.

Supv. Kassel stated: I have a question about timing because we have people here for our meeting. Can we adjourn this meeting and table this discussion to the regular meeting?

Supv. Berube asked: Do you want to do that or come back to the next meeting in three weeks?

Mr. Jerman responded: we can stay.

Supv. Walls asked: Is the intent to come to a resolution tonight?

Supv. Kassel responded: It is to discuss it enough that we can feel comfortable with what the next steps are. I do not think we are there yet.

B. Developer Plans Impact

This item tabled.

FIFTH ORDER OF BUSINESS

Supervisors' Comments

There being none, the next item followed.

SIXTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Supv. Kassel, seconded by Supv. Bokunic, with all in favor, the workshop was adjourned.
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{District Manager}
Secretary

Steven Berube
Chairman

3B.

**MINUTES OF MEETING
HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, December 21, 2017, at 6:00 p.m. at the Harmony Golf Preserve Clubhouse, located at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Steve Berube	Chairman
Ray Walls	Vice Chairman
David Farnsworth	Assistant Secretary
William Bokunic	Assistant Secretary
Kerul Kassel	Assistant Secretary

Also present were:

Bob Koncar	District Manager: Inframark
Kayla Scarpone	Attorney: Young & Qualls, P.A.
Gerhard van der Snel	District Staff: Field Manager
Mike Scarborough	District Staff: Pond Services
Jason Meese	Servello & Sons Landscaping
James Whitaker	Servello & Sons Landscaping
Scott Feliciano	Servello & Sons Landscaping
Residents and Members of the Public	

FIRST ORDER OF BUSINESS

Roll Call

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

Supv. Berube called the roll and stated the record will reflect we have a full Board.

Supv. Berube introduced Staff.

SECOND ORDER OF BUSINESS

Audience Comments

Supv. Berube stated: We have one resident question. Mr. Dan Lead asks if video streaming of CDD meetings is allowed. I do not know the answer to that, but we are going to say yes it is.

Mr. James Bell, Primrose Willow Drive stated: I am following up on the developer's comments from Tuesday that the land under consideration could be sold to the community. I request that this Board seriously consider that and at least find out the price at which he is willing to sell. Once the price is obtained, how would you go about meeting that price? I would remind the Board there has not been an increase in CDD fees because there has not been a need, but it is a possibility for 2019 if the funds need to be raised in that fashion or via special assessment. To see if that is necessary once a price is obtained you may want to poll the owners of the community to see if the money should be spent on the lot. I would

also include the property at the corner of Schoolhouse and Butterfly. I appreciate you taking it under advisement.

Ms. Nettie Bartell, Cat Brier Trail stated: I would support the idea that this Board defer any final decisions, on the options discussed Tuesday night, before there is ample opportunity for community input. To that end I would propose the establishment of two task forces; one to do a survey and come up with options for the use of the land near Buck Lake. The assumption is a way would be found to purchase by the CDD. The options might include the third swimming pool the resident's have been advocating for, more recreational space, a community center, and meeting spaces. I am sure all of us have good ideas of what the land could productively be used for. The second task force would look at the financial aspects of it and how do we make this happen first of all, negotiating a price and develop a plan for how it could be purchased and paid for. I think it is a unique opportunity for us to be proactive in developing a plan for Harmony rather than just reactive as we have been too often in the past. Let us view this as an opportunity to develop a plan so that our community is better and the value of our homes is preserved.

THIRD ORDER OF BUSINESS

Approval of the Minutes

A. November 30, 2017 Workshop

Supv. Kassel stated: We had a large agenda package to go through and I would like to table the workshop minutes until the next meeting.

On MOTION by Supv. Kassel seconded by Supv. Bokunic, with all in favor, the November 30, 2017 workshop minutes were tabled to the next meeting.

B. November 30, 2017

On MOTION by Supv. Kassel seconded by Supv. Walls, with all in favor, approval was given to the minutes of the November 30, 2017 meeting as amended.

FOURTH ORDER OF BUSINESS

Developer's Report

Ms. Scarpone stated: Before you get into the discussion of the land swap; we became aware there may have been some postings and possible discussion about this matter on Facebook; possibly by one or more members of the Board. Because of that I want to make a friendly reminder of the Sunshine Law requirements. Part of the Sunshine Law requires that all meetings of a government Board, such as your CDD, be at a publicly noticed meeting like this one. It prohibits any member of the Board from having

discussions about matters which will come before the Board for discussion, unless it is at those publicly noticed meetings. We have advised the Board in the past, with regard to Facebook and social media posts, against Board members doing that. This issue has not been litigated, but there is a Florida Attorney General's opinion that has discussed social media posts by government officials, like the Board members, and has advised against it. We understand that if one Board member wants to make a post about their own opinion there is not anything necessarily wrong with that, but the moment another Board member responds or says something back that is where you possibly have a violation of the Sunshine Law. However, there is a cure if there has possibly been a violation of the Sunshine Law and that cure is that the issue that is to come before the Board needs to have a frank discussion, fully vetted and fully informed decision amongst yourselves at a subsequently publically noticed meeting. I wanted to give a friendly reminder on the law on that, and also because those potential Facebook posts had come to our attention, I wanted to make sure that tonight, if you do make a decision on the proposal for the land swap deal that you do have an open frank discussion about the relative merits of the deal here at the publicly noticed meeting on the record.

Supv. Berube stated: I am pretty sure you can count on a frank and open discussion. I am quite sure that is going to be the way it is. Your advice is well taken and despite the fact that there has been a lot of Facebook discussion, everybody has taken notice of the Sunshine Law requirements and referenced them several times and avoided specific cross terms.

Supv. Kassel asked: Would you agree? Have you seen them?

Ms. Scarpone responded: I have not seen them.

A resident stated: When someone speaks will you give them a microphone? I am having trouble and I am sure others are not hearing.

A. Discussion of Potential Property Swap

Mr. Nick Shoopman provided a PowerPoint presentation.

[Slide 1] This is a picture of Harmony Main, as we call it. We are discussing Parcel BL1. We commissioned a plan to see what we could do with our land without conducting a swap. What we came up with is 15 - 50x130 lots, but the major issue with that is the CDD's access to the lake. It completely blocks it off and we do not want to do that.

[Slide 2] This is an aerial overlaying it so you can see what is currently in the area - parking and the current trail. It would completely impede your access.

[Slide 3] This is the proposed swap of land. The plan will come later but basically what is showing here is we would be dedicating to the CDD approximately 1.7 acres and the CDD would be giving us approximately .72 acres. It is more than a 2-to-1 trade as far as land area.

[Slide 4] This is an aerial overlay of the plan we would like to do. I made a couple of changes since our last CDD meeting. At the last meeting the lots encroached more into this area that I want to give you guys. They were 50 foot wide lots and are now 55 foot wide lots that cause us to lose one lot, so we are down to 12 total lots and pulled the whole community this way a little bit more.

[Slide 5] As you can see this would be the dedicated land here, there would be a wall highly buffered. We do not want you to see any of this right here; it is screened out. We will provide the parking lot. We will do all of this at our expense for you.

Supv. Berube stated: The last time we spoke of this there were a couple of important additions besides the land, having to do with the lake. You were going to do the permitting for us and commit \$5,000 towards the repairs to the front of the boathouse.

Mr. Shoopman stated: That is correct.

Supv. Berube stated: As well as perpetual access to Buck Lake which enables us to avoid recommitting to the year-to-year usage agreement for Buck Lake. That is pretty much the presentation package we got the last time. The one big change is going from 13 lots to 12 bigger lots. You have to think that means bigger houses.

Mr. Shoopman stated: Yes. You could easily put a 4,000 square foot house on the lot.

Supv. Bokunic stated: What was said the other night is you are not going to do anything here immediately. Is there a big need to make a decision especially in light of the fact that we would like to get a proposal on how much the land would cost us? Can we do that?

Mr. Shoopman responded: You could table it for a meeting if you would like to investigate that. We have no immediate plans, but I do not have a price to give you tonight either to say what the said land would cost if you wanted to purchase it. I do not know if it is the will of the Board to even consider a purchase.

Supv. Berube asked: Can we acquire land on a purchase basis?

Ms. Scarpone responded: Yes. *Chapter 190.011(7)(a) states you can hold, control, and acquire by donation, purchase or condemnation, or dispose of any public easements, dedications to public use, platted reservations for public purposes, or any reservations for those purposes authorized by this and to make use of such easements, dedications, or reservation for any of the purposes authorized by this act.* I believe in there it does state you can acquire by purchase as a dedication to public easement or public use. We were not asked to look into a purchase, so I would like to.

Supv. Berube stated: From your read of the Statute I would tend to think we probably could. That does not mean we should. As we have seen, no matter what we talk about when you get to land use, there are some that are for and some that are against, and some that are more vocal in one direction than the other. No matter what decision we attempt to make in regards to this, there is going to be half a room that says yea and half a room that says no.

Supv. Bokunic stated: Since we do not have a price it is a moot point.

Supv. Kassel stated: I would suggest we table further discussion until we have more facts; both from Mr. Shoopman and if the residents want to try to put something together. I would suggest if you do want to, you have one team instead of having one to create the proposal and one to look at the finances; I would suggest one team to look at both finances and design at the same time. Know that if residents want us to purchase this land they are going to want us to purchase every other parcel, and that is probably going to mean a sizable assessment if we go forward with that. I would also suggest that team have some fair way of taking the temperature of all residents to see how many people are actually in favor of it, and what kind of assessment would be required. Not just say do you want to do this, but say are you willing to pay approximately this much. If we buy this parcel everybody is going to expect us to buy the parcel that was supposed to be a developer created pool and any other parcels that might come up between now and Neighborhood N and Neighborhood A2, anywhere in the lakes. I would suggest it all be done together so that we are getting a full picture and we will not have to table it again, as I think we will run out of patience on the developer's part.

Supv. Berube stated: Keep in mind that yes the CDD has some money, but there is a budget here that we live with. If we buy this land it does not do any good to buy the land and let it sit. If we are buying it to stop a development of some sort, there needs to be a plan to move ahead and justify doing something with the land if we buy it.

Ms. Scarpone stated: You have to use it for public purposes.

Supv. Walls stated: Park land can be a public purpose. I think it is important that we know all of our options. They may not be feasible options, but it is important that we figure out what they are and make a decision knowing all the facts. Obviously at the workshop and the last meeting I was very vocal against this proposal because I think putting homes there does not make Harmony a better place, but I may not have the power to stop that. I would like to see what all the available avenues are before we go down a certain road.

Supv. Kassel stated: The CDD has very limited ability to influence what the developer does or does not do on their own land. For those people who are concerned about having residences developed on

the lot, you should go to the County, not us if you want to protest that. We do not have any influence on that; it is the County.

Supv. Berube stated: The way this works is the developer is kind of the umbrella over the whole thing and they own the vast majority of the land. They made the big investment here so they have pretty much the control and they can say what they want to do with the land they own. For the last five to seven years the developers have been nice and came to the CDD with each neighborhood that came onboard and showed us a picture. Over time, we would say you left out benches, trash cans, dogi pots, swing sets and slides for the kids and they have been very accommodating and took care of that stuff, but the fact is it is still their land. These folks did not have to say word one about this and could have built 20 houses, but they took up where the last developer left off and said we are going to come to the CDD to show you this plan. We cannot say no to them as to what they do on their land, but we can twist their arm a little bit and get some accommodation to try to make things better.

A resident stated: As the developer you want to do something with this plot of ground, yet I heard you the other night tell us all that in January you are going to start on your west development which is 1,300 homes. I do not see the urgency to come to a final conclusion on this plot at this point in time, from our perspective. Can you give us the builder's perspective?

Mr. Shoopman responded: We have numerous unresolved issues with the CDD; this is one of them. There are several other dedications of land that I would like to do as well. I am just cleaning up so we can move forward with our plan for the property, which as the master developer, is to sell to end-users, so I am looking to permit every developable piece of land.

The resident stated: I get that. In comparison to what you are developing in the west, these are minor issues. Why is it so crucial that we get this resolved right now? There are a lot of questions and issues that we would all like to know more about. Board members, neighborhood folks, no big deal we are not going to fight you *tooth and tongue*, we just feel like this has all of a sudden come up and it has to be resolved right now. I do not get the right now part of it.

Supv. Berube stated: Nobody is saying right now and they are not either.

Mr. Shoopman stated: This plan is just a thought at this point. We have to go through the approval process with the County to get a site plan approval. This is not engineered, it is not ready to go in the ground, this is me trying to clean up unresolved issues between us and the CDD that Starwood never addressed. This is one of about 50.

The resident stated: We respect the fact that you obviously have a more professional approach than our previous developer. We are glad for that but what we want is time to think through these processes and come to realistic conclusions. For us to go tell our neighbors we are going to bump your

CDD assessments up to pay for some property that may or may not be a good idea does not make sense. If we had time to think about it, adjust and discuss it we might come back and tell you no.

Supv. Berube stated: I think we have the agreement to table it to next month.

The resident stated: That is 30 days.

Supv. Berube stated: 30 days rolls into 30 days into 30 days. If you do not bring it to some conclusion at some point this will roll for a year and we will not have a conclusion. You are not going to make everybody happy no matter what you do.

The resident stated: Compared to what they have in front of them I cannot believe that making a decision on 14 lots is significant.

Supv. Berube stated: It is two separate things - Harmony Main and Harmony West.

The resident stated: There is something going on here that does not meet the eye. It has me shocked and I just do not get it. Why is there a rush to decide on these 14 lots?

A resident asked: How many acres is that? Four acres?

Mr. Shoopman responded: Maybe not even.

Supv. Berube stated: The big trail area is 1.52 acres.

The resident stated: I am trying to figure out the part that would remain after they dedicate the land. I am trying to get in my mind what the pricing may be.

A resident stated: At the meeting the other day people were upset with backyards either facing them or whatever. I see trees along one part, but I do not see trees along the road or the other part where people would be looking from their houses.

Mr. Shoopman stated: I do not think the graphic addressed it all the way; we would continue the buffer around.

Supv. Kassel stated: They are talking about the lots on the right. Did you mean along Oak Glen?

The resident responded: Along the street.

Supv. Kassel stated: They are talking about the area along the one lot.

Mr. Shoopman stated: We can screen that.

Supv. Kassel stated: That is the side of somebody's house.

The resident stated: I think a lot of people who come here and look to buy here are taken aback by not having a clubhouse or a community center. Other communities seem to have them and I would think it would enhance the value of what you build, maybe if not there, on another parcel.

Supv. Kassel stated: That is part of what I was trying to get to when I mentioned you should look at the community as a whole. If we spend money on land we are going to have a lot of people saying why are you spending money on land when you should be spending money on a community center? We do

not have a community center, but we have lots of land. I am saying try to address everything because we want to think of this in a broad way community-wide not just as one parcel.

Supv. Berube stated: To expand on that, there is a potential community center sitting across the street. It is going to need some repurposing.

Supv. Kassel stated: It is not realistic.

Supv. Berube stated: Maybe it is, maybe it is not. We do not know what it cost or how it needs to be fixed, but there is already a building there. You run out of money at some point.

The resident stated: If you want to get more value that would be a primary consideration.

A resident stated: As we are talking about this and saying we are going to delay it for 30 days and then talk about buying it or doing this; we also have to consider what else they were throwing into the pie which was perpetual access to the lake. If we decide to buy this land every year we may have to try to negotiate access to the lake; it is very important and crucial to us to have lifetime access to the lake. I heard them talk the other night about you bring us some information on stables and maybe we will talk about that. You want to do this, maybe we will talk about that. They are bending over backwards trying to work with us, but if we keep throwing roadblocks in their way we may lose our access to the lake and then nobody is going to be happy. I think when we talk about buying it, we cannot just look at the houses and this land; we have to look at the perpetual access to the lake. Did I not hear you say that right now we have to negotiate access to the lake on a yearly basis?

Supv. Kassel responded we have been; we were supposed to.

A resident asked: Twelve years, what is the difference?

A resident stated: Exactly, what is the difference? Is the developer going to take control of the lake and leave us out?

Supv. Berube responded: They have control of the lake.

Supv. Kassel stated: They own the lake.

Numerous speakers made the recording inaudible.

A resident stated: That was my take on it; it is not just buying the land there are other little things.

A resident stated: If it belongs to these people, I think they have the right to build whatever they want to build. They are giving to us all that stuff for the lake which is good. Another thing is I do not see the point in spending a quantity of money from the CDD to buy that land when we can use that money to maybe build a clubhouse or something for the kids. In the last two years a lot of families have moved into Harmony and they do not have a place to play.

A resident stated: There are plenty of places for kids to play.

Supv. Kassel stated: Lets not get into an argument.

A resident stated: With all due respect ma'am, it brings something good for the community. Let us see this as an opportunity to grow with these people.

Supv. Bokunic stated: As Supv. Berube said we are not all going to agree on this. It is what it is, and we have to make the best decision we can based on the information we have for everybody.

Supv. Kassel stated: For the whole community for the next 40 years. We are not just thinking today. We understand the complaints of the people who have been living near there who have had a nice pretty place to look at for the most part and now they are upset because there are going to be houses there. We understand you are upset, we do, but we have to think big picture, long-term, full community.

Supv. Berube stated: Everyone sitting here tonight was not the first or second person to arrive in Harmony. When I arrived in 2004, Beargrass Road was still dirt. When I looked around there was nothing around me. Neighborhood F, Neighborhood G, there was nothing there; it was cow fields and now there are folks all over the place. You buy into a development and that is exactly what goes on; developers build developments and until they are finished you do not know what is going to be there. It changes. You have to remember there are complaints that the businesses here do not get supported by folks; there are not enough people living in Harmony to support Champions Grill, Town Square Market, Granddaddy's, whatever. Here comes 12 more families added to the mix and there are 206 additional lots still coming onboard that is going to be a new neighborhood coming right across the street. You are going to have houses springing up on all the lots and land that the developer owns whether we like it or not. Our best method of operation, at this point, is to make the best deals that we can with the developer and get what we can. If we lose control of all of this they are not going to come to us anymore to say this is what we are going to build. Suddenly, Junior Davis will be out there with bulldozers clearing trees and pushing dirt. It is going to go up and you are going to say what happened, nobody told us. They do not have to tell us. I am not trying to preach I am just telling you there is a whole reality here and if you want to table it for a month, which seems to be the will of the Board that is fine. If you want to go into the community to find out what the will of the community is, you are probably going to find 50% wants to go this way and 50% wants to go that way and when you tell them there may be a dues increase to pay for it, I can tell you where that is going to go, but I am willing to listen.

A resident stated: You cannot say that until you ask.

Supv. Berube stated: I understand that.

A resident stated: no, you do not understand that.

Supv. Berube asked: What do I not understand - that people do not want to pay a dues increase?

The resident responded: No, that you do not know until you ask.

Supv. Berube stated: That is why we are giving it 30 days.

Supv. Kassel stated: It is more than 30 days because we are meeting a week early this month.

A resident asked: Can we get a number from the developer in less than 30 days on what he would like for that land if it is not developed? Is that possible?

Mr. Shoopman responded: yes.

The resident asked: How soon can we have that since we only have 30 days to put something together?

Mr. Shoopman responded: I need a week.

Supv. Kassel stated: That is by the 29th. The next CDD meeting is January 25th. I want to say for those of you who are particularly offended by the idea of something going into a place that was passive - I live on Schoolhouse Road just a block down from there and I was promised when I bought my lot from the developer, at the Welcome Center, that the whole park would remain passive recreational. I work from my office upstairs and the developer decided to put in soccer fields and basketball courts and people are parking in front of my house all the time, lots of kids screaming, and basketballs bouncing on the courts. You can understand that I was really upset. I understand it but I also understand that having those amenities there is a benefit to the community even though it sucks for me. I invested a lot of money there and was told it was a passive recreational park but it is not. I do understand your concerns and I know where you are coming from.

A resident stated: There are a lot of people who were not here in 2004 and 2005. This land has been plotted and platted since 2003 as mixed use residential. When they put the Charter School there it was temporary knowing there was going to be commercial space there. Mr. Lentz had the idea of a little shopping village, so this is not something this developer came up with and said let us put more houses in; it has been like that from day one.

A resident asked: If you do not go ahead with the land swap what was your intention of being able to use the lake with 15 or 20 houses on it? Without access how would the residents be able to use the lake?

Supv. Berube responded: The lake access would disappear.

Supv. Kassel stated: On the map there appears to be an easement, walkway or something in between the top two.

Mr. Shoopman stated: That is just measuring the depth of the lot.

A resident asked: Does access include use of the lake?

Supv. Berube responded: Yes.

Mr. Shoopman stated: The agreement contemplates both access and use.

A resident stated: Currently we have a huge problem with people parking along Schoolhouse Road in front of Lakeshore Park. It is an accident waiting to happen. With the new proposal will we at least have the same number of parking spaces? If not, what are we going to do to try to alleviate some of the liability out there?

Supv. Kassel responded: Do we know what the total number of parking spaces are in the existing lot? I believe there are 16.

Mr. Shoopman stated: There are 16 legal, full-sized single load spaces here.

Supv. Berube stated: I counted it today and the dirt lot has room for about 10 and you have the former school asphalt lot that can fit six or eight. So you might be losing two; however having said that we could probably expand the parking lot a little.

Mr. Shoopman stated: It could be extended.

Supv. Berube stated: If we wanted to give up some green space. You are never going to get enough parking unless you cover everything with asphalt to take everything off of Schoolhouse Road.

Mr. Shoopman stated: We tried to replace it like-for-like for parking.

Supv. Berube stated: It is a real problem there; we get it. The usage Supv. Kassel mentioned with soccer and everything else creates a short term traffic overload in that area.

Supv. Kassel stated: We have a proposal coming to us tonight for significant usage of that soccer field.

Supv. Berube stated: We are aware of the parking problem, but what do you do? To accommodate all of those cars for that period of time you would need a Wal-Mart parking lot.

A resident stated: We are going to have to get used to houses going up on every little piece of land that is not built on. I hear people say all the time how can we get more businesses in here, how can we get more stores? We do not have anywhere near enough roof tops to bring anybody in because the ones that have been here cannot make it. One of them, I believe, is still subsidized and those who were subsidized before have left because they could not make it without subsidy. I think we should be grateful they want to build more houses, they are coming to us with their plan and maybe when we get enough houses we will start to get some viable businesses here. I do not see the market sustaining for long unless whoever buys the commercial land agrees to subsidize the market. It is probably not going to be able to make it on its own either.

A resident asked: How many homes are you thinking about in Harmony West?

Mr. Shoopman responded: 1,800.

The resident asked: Do you think 1,800 homes will help the commercial? I do.

A resident stated: No.

Supv. Berube stated: No. It is too far away. We know where we are going and we have a business meeting we have to get through with a long agenda. I appreciate you all coming out and giving us your candid and honest views.

Supv. Kassel stated: We invite you to stay for the rest of the meeting.

Supv. Berube stated: For the folks who want to survey the community if you will coordinate with Supv. Kassel.

Supv. Kassel stated: I think I have just been volun-told and I do not think I want to do that again; not after Butterfly Trail Park.

Mr. Shoopman stated: Thank you everybody.

Supv. Kassel stated: Thank you for coming.

Supv. Berube stated: We are going to move it through to next month for further consideration based on whatever we come up with.

FIFTH ORDER OF BUSINESS

Subcontractors Reports

A. Servello & Sons

i. Grounds Maintenance Report

A Servello Representative stated: We are here to discuss landscaping. I am here to discuss future projects. There is really not too much to update other than this week we carried out the Top Choice prevention. The plan was for a yearly application to all the dog parks, the splash park, Lakeshore Park, and Blazing Star. We put out ant bait at Blazing Star to keep the ants at bay that have been a problem lately. Within the next week we should see that start dying back down. Are there any issues you would like to address?

Supv. Berube stated: You are probably wondering why I am not yelling at you. It is the meeting before Christmas and I am not going to be the bad guy. I have looked around and I have my concerns; we have already said it. I think you are always going to be reactive rather than proactive with only four people on the ground. I think you are going to get further behind with the holiday season.

Supv. Farnsworth stated: Through the winter you might have slower growth and so on, and you might justify less crew. Do you plan on picking the crew back up later?

The Servello Representative responded: Yes, I am going to address that with the tree proposals, but I will let Mr. Meese handle this right now.

The Servello Representative stated: So far it does not look like we are having a cold winter with the hard snaps. I am seeing a lot of the real unsightly stuff that is left - grasses, some of the extremely tall overgrown hedges along the main boulevard. If it is alright with you, I would like to start trimming stuff

back early as we are going to have time to start making some of these drastic improvements that you are desperately looking for.

Supv. Berube stated: That would be up to Mr. van der Snel.

The Servello Representative stated: I would like to address the tree proposals now.

Supv. Berube stated: Counsel had some concerns about the lack of final approval last month. I think we did two last month; one was for the tree trimming which was \$17,600. The other was tree replacements, stump grinding and other stuff, which was \$25,900.

Ms. Scarpone stated: In the minutes you approved proposal #620197 which was \$25,830. After that you discussed the tree trimming contract not to exceed \$17,600. There was a proposal, but it was not put on the agenda in time. There was no actual motion to approve.

Supv. Kassel stated: I think we were also looking for the streets the trees were on and the number of trees. Do you recall that from last month?

The Servello Representative responded: I do not. I counted the trees when we were out here, so I can go through the notes and pull those numbers for you.

Supv. Kassel stated: If we are going to do a contract that would be appropriate.

Supv. Berube stated: I spoke with Mr. Qualls about that today. He was going to go by an old contract, but it was six or seven years ago and did not count all of the streets. He is going to put terminology in to have it say every residential street, every street tree in the easement on all the residential streets not otherwise covered by Servello's service area. So every tree on both sides of the street, all the residential streets are going to get trimmed under that contract and concurrently, you are going to do all the trees along the streets that you are contracted to maintain.

The Servello Representative stated: That is correct.

Supv. Berube stated: Mr. Qualls and I talked about it today and rather than having a list of streets and counting trees, he agreed that would be okay for the contract and he was going to draw it up and go with it that way. That is what we had originally talked about; the interior street trees.

Supv. Kassel stated: we now need to approve the proposal or do we wait for the contract?

Ms. Scarpone responded: You need to make a motion to approve the proposal.

On MOTION by Supv. Kassel, seconded by Supv. Bokunic, with all in favor, the Servello & Sons proposal for tree trimming in an amount not to exceed \$17,600 was approved.

Supv. Kassel asked: Were the tree and stumps removal and installations part of the same proposal?

Supv. Berube responded: No, we had one separated out, but we threw that away and took the big one which included the smaller piece for the \$25,900.

Supv. Kassel stated: I thought we approved tree stump removal and installations in one package.

Supv. Berube stated: We did for \$25,900. There will be detailed contracts covering both those proposals coming from the lawyer's office.

The Servello Representative stated: There are a couple of things I wanted to bring to your attention with those proposals. With our company policies we would prefer signatures on all agreed upon work. On the proposals we provided there was a 40% on anything over \$10,000.

Supv. Kassel stated: In other words a deposit upon signing the contract.

Supv. Berube asked: Are you insinuating that you do not trust us to pay?

The Servello Representative responded: I am not saying that whatsoever. I am going by company policy.

Supv. Kassel asked: Should that be part of our contract?

Supv. Berube responded: No.

Supv. Walls stated: We have never done this before that I can recall.

Supv. Berube stated: Not with a contracted provider. We have a \$500,000 a year contract with you and you want a 40% draw.

The Servello Representative stated: Again, I am just bringing to your attention our company policies. I am not demanding or twisting ones arms, I just have to bring these policies forth to the Board.

Supv. Bokunic stated: Please express back to ownership that is probably not going to fly.

Supv. Kassel stated: I would not have a problem with something like the tree installation because they have to put the money out for the trees, but if it is labor that is a different story.

The Servello Representative stated: Let me clarify. Anytime we have to make a purchase of large amounts of trees and plants, yes it is policy.

Supv. Kassel stated: We are not talking about the tree trimming we are talking about the tree installations.

The Servello Representative stated: Yes.

Supv. Kassel stated: I do not have a problem with that.

Supv. Berube asked: How much were the trees along Butterfly Drive?

The Servello Representative responded: \$18,900, if I am not mistaken.

Supv. Berube stated: We did not pay 40% upfront on that one.

Supv. Kassel asked: Have they been purchased?

The Servello Representative responded: Not yet.

Supv. Berube stated: Nobody said anything about 40% upfront on that one.

Supv. Farnsworth stated: They may have overlooked it; it does not mean it is not their policy.

Supv. Kassel stated: I do not have an issue with it.

Supv. Farnsworth stated: For materials I understand it. It is not money they are going to earn through labor; it is money they have to lay out.

Mr. van der Snel stated: I would say have them guarantee delivery at a certain date as a counter to that draw.

Supv. Kassel asked: Is that reasonable?

The Servello Representative responded: I am sorry I did not hear it.

Supv. Kassel stated: By a certain date. In other words we agree to the 40% for materials on the tree installation, but you agree they would be installed by a certain date.

The Servello Representative stated: We can do that. The week of the 22nd is when we are planning on doing all of the tree installation on Butterfly.

Supv. Berube asked: What is your end date?

The Servello Representative responded: It depends on how many trees you do per day. It is approximately 60 to 70 trees, and I am anticipating it would take a week, maybe a week and a half.

Supv. Berube asked: If we gave you 15 days from start to finish in return for giving you 40% upfront you would be okay with that?

The Servello Representative responded: I am fine with it.

Ms. Scarpone asked: How many days did you say?

Supv. Berube responded: 15 days.

Ms. Scarpone asked: To have it all done?

Supv. Kassel responded: From the 22nd.

Supv. Berube asked: Are you starting on January 22nd or the week of January 22nd?

The Servello Representative responded: On the 22nd, which I believe is a Monday.

Ms. Scarpone asked: Would we include a liquidated damages clause? What is the bite if they do not?

Supv. Berube responded: \$250 per day as per a standard contract.

Supv. Kassel stated: That is February 6th.

Supv. Berube asked: Have you agreed on the dates to start and finish?

The Servello Representative responded: Yes.

Supv. Farnsworth stated: This is installation you are talking about. Is that exclusive or inclusive of the stumping?

The Servello Representative responded: There are two teams - the installation team will be handling the stump removal and tree installation. There will also be a separate arbor crew doing the tree trimming.

Supv. Farnsworth stated: I was setting the tree trimming aside. The 15 days is including stump removal and new installation.

The Servello Representative stated: It is not including stump removal. The installation starts on the 22nd, so it will be 15 days from the 22nd.

Supv. Farnsworth stated: All the stumps will be removed before that.

Supv. Kassel stated: It says stump removal will start January 8th.

Ms. Scarpone stated: The proposal for \$25,830 is the one you are saying we must do a 40% draw on, but part of that is the stump removal.

The Servello Representative stated: That is correct, but you also have tree installation on that one and tree installation on Butterfly Drive as well.

Supv. Berube stated: The stumps and dead trees will be coming out earlier, and then they will start the installation to replace where the stumps came from and where the dead trees are gone on the 22nd.

Ms. Scarpone stated: The point I was asking is the 40% draw is on the \$25,830 which covers stump removal. Are we okay with 40% of this whole contract?

Supv. Berube responded: We are going to pay it anyway.

Mr. Koncar stated: At the bottom of the contract it says there is some guarantee on the plant material you are putting in. It says only when a horticultural program is in place through Servello.

The Servello Representative stated: It is.

Supv. Berube stated: The District Manager will need an invoice referencing that at the same time the contract gets done so he can prepare a check in advance for you. Otherwise, you will have to go through the monthly cycle.

The Servello Representative stated: In closing if the Board does not mind I would like to take a couple of minutes to read a letter. *Servello Landscaping was honored to be chosen as your landscape provider. Not by the dollar amount of the contract, but the chance to build a partnership with your community for years to come. Our goal with all our clients is to provide a service that the customer can truly appreciate the community they live in with good, honest, quality service; a service provider that produces positive results instead of excuses, a provider that has the mentality that they not only work in the community but live there as well; a company that will go above its contract obligations to seek positive results and feedback from its customers. Our first few months at Harmony have been very challenging and hostile at times and that only produced negative results and finger pointing in some*

cases. We are not a perfect landscape company nor have I met anyone who has worked for one. We understand mistakes will happen and it is from those mistakes that we will improve the quality of service provided. We only fix it and learn from it. With that mentality, we hope that our partner can appreciate our honesty, integrity, and willingness in providing good customer service and feel comfortable knowing that they have chosen the right partner. Here are a few issues we have encountered since we were awarded the contract. Weeds throughout the property, plant beds, shrubs, and turf areas. We have all acknowledged that the turf is in horrible condition due to many incumbents - lack of treatments being fertilizer, weed treatments, insecticides, heavy mower damage, and too little or too much water in many areas. The first couple of weeks we had the contract we were asked not to treat the weeds due to someone else treating the weeds. The weeds in the focal points - plant beds, tree rings, etcetera, will continue to be an ongoing process, but we have made significant improvement throughout the entire community comparing before and after photos. Trimming of the shrubs - the shrubs will continue to be trimmed in a detailed sectional method and when time permits many of the shrubs and grasses will be cut back as they have not been done for sometime. When plants are spotted in a section being detailed it will be pulled unless there are many dead plantings that warrant a proposal. I encourage each of you to look at the before photos. The number one hot topic was reducing our manpower from six with the supervisors to four with the supervisor in the winter. Per our contract agreement listed on page seven, 4.11, services are scheduled for 42 service visits per year and every other week from November through February. If we had followed our signed contract agreement and serviced the property every other week and kept the desired number of six with the supervisor that would be a total of 12 regular employees for the month with the average month being four weeks. We wanted to go above our contract obligations and wanted to service the property weekly so we reduced our manpower to four with a supervisor, but increased our service visits to weekly with a total number of 16 employees for the month with the average month being four weeks. So Harmony is getting an additional two weeks of service along with 40 additional man hours per week or 160 per month. In closing, mistakes are going to happen; it is landscaping. How we move forward from that point will make the difference in a long term partnership or contractor that will be changing every - one to two years costing time and money on everyone's behalf. Our goal is not to seek the extra dollars for additional work, but to shake hands with everyone in the community knowing that this was a team effort and a job well done by everyone involved.

Supv. Berube asked: Who wrote the letter?

The Servello Representative responded: I did.

Supv. Kassel stated: Thank you.

The Servello Representative stated: Merry Christmas to all.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Engineer

Supv. Berube stated: The Engineer is not here. I think District Counsel may have had comments from the Engineer regarding the land swap however, that is probably tabled for the moment. Tell us what he had to say anyway.

Ms. Scarpone stated: We talked with the District Engineer, Steve Boyd, today on both the land swap and also the conservation areas that were going to be deeded by dedication, and the one remnant piece the developer also talked about last month. He authorized us to convey what he told us. As to the deeded dedication for the conservation easement and remnant, more specifically the conservation areas, he said he believes that is a good idea because in the future a developer, if you just have an easement, can always come back and change that later. If the CDD has ownership of those conservation areas, you know you can control it and it is always going to be a conservation area. As to the land swap, he says right now that parcel is zoned mixed-use and there are any number of things the developer could do with it. For that reason he also believes that the land swap is a good deal for the District to know you are going to have perpetual lake access. As it is now, and as you all understand, the easement can always be revoked at the whim of the developer with 30 days notice. He wanted to convey that he thinks moving forward on both of those would be a good move for the District.

Supv. Walls asked: If the developer were to remove or rescind the easement what happens to the dock and all the facilities that are at the end of that easement that the CDD has paid for?

Ms. Scarpone responded: Mr. Qualls had told me he thought the CDD owned the dock, but when I read the agreement, in the beginning, it says the developer owns these properties. It may have been before the dock was built, but it enumerates the lake, any dock that will be built, and a couple of other things. The easement gives use of all of that to the CDD.

Supv. Walls stated: The developer used CDD funds to build the dock and entered into that agreement with themselves essentially as CDD members. They set it up such that if the CDD built and paid for the dock they would get to keep the dock if they ever rescinded that easement is what you are saying.

Ms. Scarpone stated: I will have to look into it more. I did not pour over it in detail.

Supv. Walls stated: It is strange that you would use public dollars to build a public facility that could then be handed over for private use.

Supv. Berube asked: Who controlled the CDD at that time?

Supv. Walls responded: I understand, but I wonder if that is even legal.

Supv. Berube stated: All the early agreements favor them.

Supv. Walls stated: I get it but what if the County came and said we are going to build this park, we are going to put it in a neighborhood behind a gate, use everyone's money, but only a private entity gets to use that park? I do not know if that would fly legally. These are the things we need to look into before we make decisions on this. There are a lot of pieces to this. There is redistribution of CDD assessments because you are then taking land we own and making it private, you are taking land they own and making it public, they are differing sizes, those fees are assessed by acreage so there are all kinds of issues here that have not been addressed. We have looked at the aesthetics, but there are a lot of details that have not been touched. When you get down to buying land, there is a difference between developed land or land that is ready for development, and land that is raw as it sits now and how much costs goes into getting that land ready for development. There are so many pieces here that I think we need to take a step back and it may be more than 30 days to figure all of this out.

Ms. Scarpone stated: It is certainly something we can look into. I know from a general land use / real estate law usually what is stuck to a piece of land, at least with a house, but I do not know if it goes for a dock as well, is owned by the person who owns the land. We can look to that further. It did stick out to me when I read it because I thought the CDD owned the dock.

Supv. Walls stated: We paid for it.

Supv. Berube stated: We did not pay for the whole dock. The owners of the CDD paid for that, the investors did.

Supv. Kassel asked: Are you talking about the platforms or the dock?

Supv. Berube responded: The aluminum dock at the end.

Supv. Walls asked: Who are the investor?

Supv. Berube responded: The original bond people.

Supv. Walls stated: It is the CDD money and public money.

Supv. Berube stated: We paid for the dock and we redid at the end when it got blown away.

Supv. Walls stated: The whole facility was built by the CDD.

Supv. Berube stated: Exactly right.

Supv. Walls stated: That is what I am getting at.

Supv. Berube stated: It is still public money but under control of two different Boards.

Supv. Walls stated: It does not matter who the Board members were at the time; it is CDD.

Supv. Berube stated: The CDD owns it, if you want to call it that.

Ms. Scarpone stated: Your comments and an audience comment earlier brought up something I had been thinking about when this whole deal was conveyed to me. I was not at the meeting last, but

especially with a potential purchase because I did not know that was on the table I thought it was just the land swap deal. My concerns would be that the developer was conveying if you do the land swap we will make sure you have perpetual access and use to the lake. I am not sure, as someone from the audience mentioned, and I would have to look into it further, as I was only able to do some preliminary research since we have had such a heavy month into this issue, but the issue is the use of water under Florida law is very wishy washy. Before you move forward with either the land swap or the documents that are going to deed that land or purchase or anything like that, I would want to ensure that whatever we are getting ensures you are getting that access and use whether it is through an easement or whether you get that by having ownership of the land because the developer still owns the rest of the lake land they would also have to give you a perpetual easement. I would like to make sure those legal rights are correctly conveyed.

Supv. Walls stated: To that point, we have had issues with the permitting of the dock in trying to redo it because there has been some question as to who has the rights to go out there and do that. Is it the State, the developer, who owns the rights to that piece of water essentially? It is a very complicated issue.

Ms. Scarpone stated: It is a complicated question and if you do go forward with this swap, I do think the idea is we are preserving that access for our residents to the lake. I would hate to do it wrong and you just own the piece of land that some developer who might own the lake later says you do not actually get to use the lake or pay us more money.

Supv. Kassel stated: Some people thought the CDD should get the lakes from the developer, but that means they become public access lakes because the CDD property is public access. Anybody may bring anything here, and we would have to police it. Probably a better idea that I would like to look into would be to create a facilities association that owns the lakes. The developer does not want to own the lakes and if we had a facilities association that owns the lakes and ask the CDD to pay into monitoring and maintenance for invasive species and that kind of thing. We would then have an agreement with the facilities association for permanent access.

Supv. Bokunic asked: Why not make it part of the HOA?

Supv. Kassel responded: Because the HOA does not own any land. The HOA is currently not set up and now that it is no longer under developer control supposedly, and I am looking into this, I do not know if they can make such a change without 75% of the residents agreeing.

Supv. Walls stated: There are many facets to this that have to be explored.

B. Attorney

Supv. Kassel stated: There is a true-up.

Supv. Berbue asked: Where did that come from?

Ms. Scarpone responded: Mr. Qualls asked me to draft this. What we had heard from the developer earlier today was they are not at the final stages or anywhere close to getting that through.

Supv. Berube asked: For J?

Ms. Scarpone responded: For J.

Supv. Kassel stated: It is a moot point at the moment.

i. Hall Company Ashley Park Resurfacing Contract

Ms. Scarpone stated: Mr. Qualls was working on that and I think there were still some areas which needed input. We have sent it to them and are waiting to hear back from them.

Supv. Farnsworth stated: He had two comments in there - one in Section 4 and one a little farther down but it is all related to the same thing. Is that going to be modified to be included?

Supv. Berube responded: It must have gotten included. He said he sent them for signature, but she signed in the wrong place.

Ms. Scarpone stated: That is the Poolworks contract. For this one I think it was sent to Hall for their feedback so we can get the items incorporated correctly.

Supv. Farnsworth stated: He is still looking for feedback from them.

Ms. Scarpone stated: The draft has been sent to them and we need their feedback to finalize it. The Poolwork contract was finalized and I had the Chairman sign it before the meeting. They have told me everything is on schedule. I think we had plenty of discussion of the Servello contracts and we will get those out as soon as possible to Servello. Since they were here and gave us feedback there should not be too much back-and-forth on that. We sent a letter to Davey Landscaping in response to the letter they sent us, but I am not sure it made it into the agenda. If not, I will circulate it to the Board. I believe you authorized Chairman Berube to work with and try to negotiate that so we sent a letter back that essentially sticks to the fact we do not owe them any money. The invoices that were supposedly authorized by either the developer or HOA is not binding on us, and we conveyed to them there is plenty of evidence for the set-offs in the form of the pictures which were made public record.

Supv. Berube stated: Basically, the response to their demand for money says no, we are not going to give you any money and we are sticking with our original demand that you owe us some money. This is where that is right now.

Ms. Scarpone stated: We will see where it goes.

ii. Consideration of Employee Handbook Draft Updated

Ms. Scarpone stated: The Employee Handbook is in the agenda. I believe all of the changes from the workshop were incorporated.

Supv. Kassel stated: No. There were a couple of things - one was the whole reason we got into this Employee Handbook issue was because I suggested that we have exit interviews as part of our protocol. Now the exit interviews states has the right to an exit interview. I thought we discussed the last time that it should say something like employees are encouraged to and it is not in there.

Supv. Farnsworth stated: That does not imply required.

Mr. Koncar stated: They are encouraged.

Supv. Kassel stated: Not just the right, but that they are encouraged. Another thing that I caught that was not in there was the length of lunch. We have the length of breaks, but not the length of lunch.

Ms. Scarpone stated: I think I read in the minutes one hour.

Supv. Kassel stated: If breaks are in there lunch should be.

Supv. Walls stated: On the accrued leave, I am not sure it fully addresses where we were going with that.

Supv. Kassel stated: Also it is still October 1st, and it should be December 31st.

Supv. Walls stated: October coincides with the Fiscal Year but it does not matter when they use it.

Supv. Kassel stated: It does because it resets on October 1st. It should be December 31st. If they are not taken by October 1st but if they want to take it during the fall or holidays.

Supv. Walls stated: To me it does not matter when the reset happens because you get the same amount of leave over the year, whatever that period is. What I think needs to be addressed and what we talked about was you should be able to take that leave immediately instead of waiting until you accrue it otherwise, you will not be able to take a vacation for nine or ten months. You will still accrue it over time, but you will be able use it at any point during the year. The accrual is for the payout piece.

Supv. Kassel stated: You could take time, but only as much as you had accrued to that point.

Supv. Farnsworth stated: I will voice my objection one more time. Not allowing carryover for one year is bad. I do not like it.

Supv. Berube stated: In the corporate world today nobody does it.

Supv. Walls stated: That is what I am fixing here. You get a set amount of leave for the entire year, whatever that number is based on the accruals, for the whole year. You can use that leave immediately if it is approved by the supervisor. That way you do not have to wait until nine months into the year to take your vacation.

Supv. Berube asked: What about verbiage that says subject to supervisor approval your leave can go into an advance bank?

Supv. Walls responded: Two things - you get x amount of leave for the year and you can use it whenever you want as long as it is approved by the supervisor. The accrual piece is just for payout. As you use leave it gets deducted from your accrual and if you leave at the end of the year and you have one day left you get paid for that day. If you leave at any point through the year and you have accrued one day you get paid for that day minus whatever leave you have taken.

Supv. Berube stated: We talked about that, unless you get terminated. I know we are thinking an advance bank, but how does the lawyer put this into words that are understandable? You want to let people use their accrued leave on day one of the Fiscal Year.

Supv. Walls stated: Maybe accrued is a bad term.

Supv. Berube stated: You want to let people use their leave bank.

Supv. Walls stated: There may be nine possible days throughout the year that they can accrue, and from day one you can start using those nine days.

Ms. Scarpone stated: I think you would take the time periods we have and calculate that for a year.

Supv. Walls stated: You can start using those and what I am saying is the accrual only matters if that employee leaves on their own accord. You take whatever they would have accrued up to that point minus the days they have taken and that is what their payout is.

Ms. Scarpone stated: I think maybe we should add language about a payout if that is what you wanted to do.

Supv. Walls stated: I am trying to give them the flexibility to use leave immediately without having to wait a year.

Supv. Farnsworth stated: Not only that, but if they cannot use it immediately you really have them up against the wall because they are not allowed to carry it over which I still say does not make sense.

Supv. Berube stated: He is loosening the policy to cover exactly what you are saying because they have to be able to use it.

Supv. Farnsworth stated: They have to be able to do that.

Mr. Koncar stated: I would suggest on the last sentence where it says *leave may be subject to advance approval* I would say leave will be subject to advance approval because your Field Operations Manager needs to control the leave for his employees.

Ms. Scarpone stated: I think you may be able to fix it by saying annual leave will be subject. We have defined accruing leave as sick or annual and I think it would maybe address the case of I am sick today and I cannot get advanced approval when I wake up today and I am sick and need to use a sick day.

If I know I want to go on vacation in a month for a week, I can obviously get advance approval for that. I think making it annual leave will be subject to advance approval of the Field Operations Manager.

Supv. Walls stated: I agree with what you are saying, but then you have to give some provision for if I wake up with the flu.

Mr. Koncar stated: The idea is on annual leave it can be controlled and Mr. van der Snel should have approval. If somebody is sick there still should be a notification requirement.

Supv. Walls stated: Certainly.

Supv. Berube stated: We can take all the annual leave and sick days out and just call it PTO, paid time off.

Supv. Walls stated: That is essentially what it is.

Supv. Berube stated: You eliminate vacation, sick days, personal days, all of that; it is paid time off. That is what we did here, rather than have all of these hieroglyphics. If you are sick you are still expected to call in, but it is all in PTO; all leave becomes PTO globally. PTO can be banked and used in advance of the accrual subject to the limits of what is on the paper.

Ms. Scarpone stated: Per year. We will calculate it out. Are you okay with it resetting on October 1st?

Supv. Walls responded: At that point, I do not think it matters.

Supv. Berube stated: No matter what date you reset, it is still a rolling 12 months. After the first period of hire to October 1st, then it becomes October 1st to October 1st.

Ms. Scarpone stated: I would like to add some language about the payout though because the use it or lose it implies you would not get it.

Supv. Berube stated: You think about it.

Supv. Walls stated: I think that only applies if they separate from employment. It is not paid out if they do not use it and they are still an employee.

Supv. Berube stated: I think most people will take their PTO before the Fiscal Year rolls and they are going to lose it. You have all these rules because there is a lot of abuse in the real world, but we are a small group of people here and I would like to think we are not going to have a lot of abuse.

Supv. Farnsworth stated: I want to compliment you or whoever came up with the innovated wording you used in the smoking policy. It is perfectly fine, very innovative and covers the topic. The only reservation I have is in the specific word vicinity. Vicinity can be interpreted as anything from four to five yards and four or five miles. I would suggest a slight change in that one word.

Supv. Berube stated: "One mile".

Supv. Farnsworth stated: If that is your interpretation then it is not acceptable.

Supv. Berube stated: Half a mile.

Supv. Farnsworth stated: No, four or five yards is acceptable. Close proximity.

Supv. Walls stated: In any policy there is a reasonable interpretation.

Supv. Farnsworth stated: Reasonable is a problem. A mile is not reasonable.

Supv. Walls stated: I think all of us can reasonably assume vicinity means where I could smell your smoke.

Supv. Berube stated: The problem becomes, if you set a number of feet somebody is going to have a tape measure out.

Supv. Farnsworth stated: I did not say a number of feet, I said close proximity, that cannot be interpreted as a mile.

Supv. Berube stated: Vicinity is fine, I think. Its better than it was.

Mr. van der Snel asked: Close proximity?

Supv. Farnsworth responded: Close proximity.

Supv. Walls stated: I do not have a problem with that.

Supv. Berube stated: It is fine, go ahead.

Supv. Kassel asked: Are we tabling approval of this until we have the revisions completed? Are we just asking the revisions be made?

Supv. Berube responded: If we are not changing anything else do you want to approve it subject to these revisions so they can make a final copy?

There being no further discussion,

On MOTION by Supv. Kassel, seconded by Supv. Walls, with all in favor, the Employee Policy was approved subject to the revisions.

a. FSLA Executive Exemption

Ms. Scarpone stated: The only other thing with that is we submitted a memo on the FSLA Exemption. I see you have a discussion of that in the Topical at the end. I can wait to answer any questions.

Supv. Berube stated: Perhaps we should do it now.

Supv. Kassel asked: Is it part of the employee handbook?

Ms. Scarpone responded: Not really. It would be part of the salaried as an appendix.

Supv. Berube stated: For those that do not remember, Mr. van der Snel had requested to be changed to a salaried employee. There was a salary analysis done of his last year. His request was to go salaried.

Supv. Farnsworth stated: You are changing subjects from this memo.

Supv. Berube stated: It deals with his request to be on salary.

Supv. Farnsworth stated: Let us jump to the subject if that is what you are going to discuss.

Supv. Berube stated: There will be some changes in his pay rate to roughly coincide where his week will not be limited to hours anymore and his new pay scale will be roughly what he has been collecting hourly plus his overtime over the last year.

Supv. Kassel stated: \$46,678.

Supv. Berube stated: I tend to think we will come out ahead on this one.

Supv. Walls asked: You realize what you are asking right?

Supv. Kassel asked: Do you know if that number is correct?

Ms. Scarpone asked: Are you asking if that number is sufficient for the FSLA overtime exemption? As it currently stands yes. I think it has to be \$455 per week which comes to about \$27,000.

Supv. Berube asked: Wasn't there a movement in government to move that to \$48,000?

Mr. Koncar responded: It is at \$49,000 plus, but I do think that went away.

Ms. Scarpone stated: It is not enforced right now.

On MOTION by Supv. Bokunic, seconded by Supv. Walls, with all in favor, moving Mr. van der Snel to a salaried position for an annual salary of \$46,678 was approved.

Mr. van der Snel stated: Thank you.

Supv. Berube asked: When does that become effective for him?

Supv. Farnsworth responded: January 1st.

Supv. Berube stated: You will have to submit the forms to Mr. Koncar for signature and then on to FRM.

On MOTION by Supv. Kassel, seconded by Supv. Bokunic, with all in favor, the prior motion as amended to be effective January 1, 2018 was approved.

C. Field Manager

i. Facilities Maintenance

Mr. van der Snel asked: Do you have any questions or concerns?

Supv. Berube asked: What is going on with the ECOS? I know we had a discussion about it, but bring me up to date.

Mr. van der Snel stated: Mr. Scarborough and I both tried to readjust Mr. Roten's calculation and he would not budge. At this point we have discussed it and agree we need the product because it would be the most effective, as it is a granule. In order to get the program successful we would like to have the option of going from 40 pounds to 80 pounds, implementing the pond in between Feathergrass and Millbrook that has become a Hydrilla concern also.

Supv. Berube stated: To be clear you are suggesting we go from 40 to 80 pounds which doubles the agreed upon dollar amount as well though it was expressed differently to us, but now the gentleman who was here is saying that is not what he said.

Mr. van der Snel stated: His problem was he said 40 pounds but he wants to be sure that it is effective because he is warranting the Hydrilla to be gone.

Supv. Berube stated: So to get the warranty we have to spend twice as much money.

Mr. van der Snel stated: Yes.

Supv. Berube stated: If it does not work he will replace it for us.

Supv. Kassel stated: Is this the case even though he is on record as saying the 40 pounds will do it and not the 80 pounds?

Mr. van der Snel responded: He says he is just an advisor, not the decision maker.

Supv. Berube stated: He backtracked a lot.

Mr. Scarborough stated: SePro is the manufacturer.

Supv. Berube stated: After he left that time, I think you said though he is recommending 80 pounds, we could probably do this with 40. Or did you say though he is recommending 40 pounds, I think we can do it with 20?

Mr. Scarborough responded: I think it was, we can do it in 40. They essentially want maybe one and one-half to two times the product because they are warranting it. If they have to come back it does not cost them anything. We have damaged it to such a degree already I truly feel we can do it on 40 pounds.

Supv. Berube stated: It is \$650 for 20 pounds.

Supv. Kassel stated: It says \$2,600.

Supv. Berube stated: To do Pond #5 with 40 pounds we are going to spend \$1,300 to treat the pond. Your opinion is that takes care of the Hydrilla.

Mr. Scarborough responded: Correct.

Supv. Berube stated: No warranty just gets it done.

Supv. Farnsworth asked: What about the other pond?

Supv. Berube responded: That is where I am going next. How much do we need for Waterside?

Mr. Scarborough responded: 40 pounds.

Supv. Berube stated: We are going to spend \$2,600 and hopefully whack both ponds.

Mr. Scarborough stated: Yes.

Supv. Berube stated: I think you have been using copper sulfate.

Mr. Scarborough stated: Yes. This is a different active ingredient.

Supv. Berube asked: The copper sulfate is how much for each application?

Mr. Scarborough responded: Application wise, I would have to do the calculations but I switched products from SePro because they are more expensive and copper sulfate is copper sulfate. We went from \$175 for 40 pounds to half the cost.

Supv. Berube asked: The effectiveness of copper sulfate in your opinion?

Mr. Scarborough responded: Tremendous, but not on Hydrilla.

Supv. Berube stated: The other concern we have always had is environmentally, copper sulfate is a heavy metal that ends up in the system and you cannot get rid of it.

Mr. Scarborough stated: It does and is why I pay a lot of attention to my application rates.

Supv. Berube asked: Does SePro SonarOne have heavy metals? Environmentally is it okay?

Mr. Scarborough responded: It is all copper sulfate, but just different formulations.

Supv. Berube stated: What you are telling us is to treat both ponds we need 80 pounds of SePro SonarOne at an investment of \$2,600.

Mr. Scarborough stated: Yes.

Supv. Farnsworth stated: That has nothing to do with their guarantee.

Mr. Scarborough stated: It would take us out of the ECOS program.

Supv. Berube stated: We spend twice as much and maybe get a free application if it does not work, or we spend half as much to probably get it done. The worse that happens is we have to spend for another application.

On MOTION by Supv. Berube, seconded by Supv. Walls, with all in favor, authorizing the purchase of 80 pounds of SePro SonarOne at a cost of \$2,600 to treat the Hydrilla in two ponds was approved.
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Mr. van der Snel stated: We had some trouble with MaxiCom and with the boards and faceplates of some clocks. The investment is \$5,393.60. The invoice came in this week. I would like to make the Board aware that I would like to approve that invoice.

Supv. Farnsworth asked: It is for what?

Mr. van der Snel responded: Rainbird for the clocks. The clocks are 12 years old now. They deteriorate, the circuit boards rust out and we have a swap program with Rainbird.

Supv. Farnsworth asked: Does this have anything to do with the broken line in the dog park?

Supv. Berube responded: No. What is the labor on the invoice?

Mr. van der Snel responded: It is six hours of service at \$110 per hour.

Supv. Berube asked: Is there a service call fee?

Mr. van der Snel responded: Yes, \$85.

Supv. Berube stated: We have talked about this before. Britten is out here all the time working on all these clocks and towers. You are in the MaxiCom all the time. Have you been able to find a MaxiCom training center?

Mr. van der Snel responded: A MaxiCom training center is available. There are specific levels that you can go to from basic knowledge to MaxiCom technician. It starts with a four day class in North Florida for \$1,400. That is the basic knowledge on MaxiCom.

Supv. Berube stated: I am trying to figure out if it is worth having one or two guys become MaxiCom experts. Here we spent a pretty good chunk of money, and I get that some of it is parts, but if we could save the outside labor is the investment worth it.

Mr. van der Snel stated: This was not MaxiCom related; it was field related but I understand.

Supv. Berube stated: If somebody is trained in this we can do the labor ourselves.

Mr. van der Snel stated: I have the water cannon invoice for the pressure washer. I would like to process it. I think Mr. Koncar has a question of where to put it under.

Mr. Koncar stated: I think the total invoice was a little less than \$9,000 and if you look at the budget you could take it out of your Reserves - Sidewalks or you could take it out of Unassigned Fund Balance but you do not have any other place in the budget that you can cover that amount.

Supv. Berube stated: We have \$165,000 in Reserves - Sidewalks & Alleys. We also have a Reserve called Renewal & Replacement. It has \$99,000 in it. What is that for?

Mr. Koncar responded: I believe it is a general maintenance category.

Supv. Kassel stated: The other one is specifically for sidewalks and alleyways. But this is for docks, boardwalks.

Supv. Farnsworth stated: This is what the Engineer came up with projecting everything you are going to have to repair over a period of time.

Supv. Berube stated: The primary use of this will be for sidewalks; however it will not be exclusively for that. Do you want to take it out of the Unassigned Fund Balance?

Supv. Kassel responded: I think we take it out of Sidewalks and Alleyways.

Mr. Koncar stated: It is an equipment purchase and why I did not recommend taking it out of an R&M category.

The consensus of the Board is Reserves - Sidewalks and Alleyways.

Supv. Berube stated: We have the \$25,000 invoice and we do not have to process it yet; it will be coming from Servello for trees. A good amount of that is hurricane damage. I do not think we want to have that hit the regular budget so do we want to take that out of the unassigned?

Supv. Farnsworth responded: Self insurance.

Supv. Berube stated: There is \$50,000 in Self Insurance but if we take it out of that we have to put it back in anyway. Do we take it out of unassigned reserves?

Supv. Kassel responded: I think we are better taking it out of that and replacing it. I think it is a better paper trail.

Mr. van der Snel stated: Tomorrow the Lakeshore Park canopies will be replaced in forest green. I was in contact with FEMA last week and put in all of the paperwork. I calculated everything we have including the proposal for the replacement of the trees, the damage control they already did for \$6,100 and our work and we will see what happens.

Supv. Kassel stated: The new power washer is here. Has it been started? Has it been used yet?

Mr. van der Snel responded: It arrived Tuesday. I would like to finish the grinding first. The grinder broke down yesterday and we are going to fix it as soon as possible. My estimate is by the end of January, I would like to start it.

Supv. Farnsworth asked: Start?

Mr. van der Snel responded: Yes.

Supv. Berube asked: End of December beginning of January you will start with the pressure washing?

Mr. van der Snel responded: I would like to finish the grinding first.

Supv. Farnsworth stated: I think right at the moment, people are more concerned about falling because of the slippery sidewalks.

Mr. van der Snel stated: It is slippery or a trip hazard.

Supv. Walls stated: You are saying the same guys are doing the grinding that are going to do the pressure washing.

Mr. van der Snel stated: yes. I have 16 hours per week I can spend on either grinding or power washing. I have to implement it in my regular workload.

Supv. Kassel asked: Can we alternate some to get the power washing started on some spots? Eight hours a week on grinding and eight hours a week on power washing?

Mr. van der Snel responded: I prefer to do the grinding with two staff members for safety reasons.

Supv. Kassel stated: It is one eight hour day with two men.

Mr. van der Snel stated: Two days per week. Right now it is Wednesdays and Thursdays, Britten and Michael are doing the grinding.

Supv. Kassel stated: It is only one person for the pressure washing. Could we have them work together for one day and have the power washing done for another day?

Supv. Farnsworth responded: I do not think you want to delay to the end of January to get the power washing started.

Supv. Kassel stated: We approved it last month, it is here this month and we are having to wait until next month. I think residents want to see some action sooner on the worst of the sidewalk, like in The Estates and at the end of Schoolhouse Road where Schoolhouse becomes Oak Glen and meets Cat Briar. It is really bad there. There are some other areas where the sidewalk is almost greasy from mold.

Supv. Berube stated: Luckily it has been dry.

Supv. Kassel stated: Even if they grind a day and half a week and the other half day the guy does some of the pressure washing.

Supv. Berube stated: Get on the pressure washing; that is what you are hearing. Put the grinding aside.

Supv. Kassel stated: He does not have to put it aside entirely; just get some pressure washing done.

Supv. Farnsworth stated: The emphasis has to be on the pressure washing. We are way behind the curve on it.

ii. Facilities Usage

iii. Facebook Report

The monthly highlight reports are contained in the agenda package and available for public review in the District Office during normal business hours or on the website.

iv. Pond Report

a. Hydrilla Update

Previously addressed.

vi. Vehicle Purchase

Supv. Berube stated: You probably remember about three years ago we bought a LM-400 Landmaster. It was about \$5,000 against our budget of \$10,000 at the time. It does the job, but is not

equipped properly for what it needs to be used for. Mr. Scarborough has been using the Landmaster and he pulls a trailer with it. The brakes in the Landmaster are weak, to say the least. It has two rear drum brakes. They have not been complaining about it, but every time I get to do maintenance on it and take it for a ride I realize the brakes are lousy and I do not want them driving around town with that with a trailer on the back with water or chemicals in it knowing the brakes are bad. I have redone the brakes, they are two wheel brakes that are lousy. So, the new vehicle is what you see in the pictures. It is a Yamaha Viking. It has four wheel hydraulic disc brakes, it also has what Yamaha calls trail braking. It is four wheel drive and the way it is optioned it will have a dual battery package with charging on it because that man needs a lot of electricity to run his sprayer and he is limited on what he can do today by when the batteries run dead. This is equipped for that. It is becoming the vehicle of choice. It is about a little over our budget of \$12,000.

Mr. Koncar stated: It is \$12,281.

Supv. Berube stated: That is the reasons for buying it. It is not the cheapest in the group. We are buying this on the Sheriff's contract. The list price, if you go to the Yamaha dealer, is \$12,000 and on the Sheriff's contract, as you see, you start at \$10,830 and equivalent discounting on all of those options. This is as cheap as you are going to be able to buy this vehicle. I think the man who is going to use this agrees this is equipped the way you want it.

On MOTION by Supv. Walls, seconded by Supv. Kassel, with all in favor, the purchase of the GHC vehicle was approved at a not to exceed \$12,281.

Supv. Berube stated: Take the quote and put a P.O. on it. You know what to do, right?

Mr. van der Snel responded: Yes.

SEVENTH ORDER OF BUSINESS

District Manager's Report

Mr. Koncar stated: In the last meeting we had a brief discussion about OUC invoices. There was a duplicate from the previous month's meeting in October. That was corrected in this agenda but it was not labeled. If you look at the check register and what was paid - we paid \$18,000 in the last months' payment on the OUC invoices. There is another \$20,000 invoice on the Invoice Approval #212 which is in your package for approval. One of the things we did discuss last time was whether there any late fees on OUC payments. We will pay them.

Supv. Berube stated: I do not think it was OUC, it was something else, maybe Bright House.

Mr. Koncar stated if there is a late fee we will pay it.

Supv. Berube stated: I did not see any late showing up so something must have happened in your accounting department with the processing of invoices.

Mr. Koncar stated: We had a *Dutch uncle meeting*. That is a two-way discussion where one does all the talking and one does all the listening.

Supv. Kassel stated: I had a question about two things in the invoices. One was the TOHO water bills. I noticed that a number of the bills in the invoice package for the Five Oaks Drive area had considerable increases over the previous months. I am thinking about the Servello reports saying there are drought conditions in places and we just increased our irrigation by 50, 100 or 200%, in some instances along Five Oaks Drive. I was wondering if they have a point that we have not been irrigating because all of a sudden we are irrigating a lot.

Mr. van der Snel stated: We are irrigating. Those Five Oaks clocks are big clocks. For instance, Clock 18 behind the swim club goes all the way down past my office towards Feathergrass. Those are 25 zones. In the back of Five Oaks East they are 30 zones. They use a lot of water.

Supv. Berube stated: There is an increase from month-to-month.

Supv. Kassel stated: There has been a big increase recently.

Supv. Berube stated: There were six that roughly doubled and about six went down significantly. All the rest were pretty well balanced. You are not manually running MaxiCom.

Mr. van der Snel stated: MaxiCom is running.

Supv. Kassel stated: It is a Five Oaks Drive reclaimed - last month it was \$100 and it went up to \$276.

Mr. van der Snel stated: I think it has to do with the tier.

Supv. Berube stated: If this was under 75 you move a tier. When you go above 75, it goes to the next tier and you get whacked for the per gallon cost; it goes up.

Supv. Kassel stated: Still the usage is higher.

Supv. Berube asked: What is the usage? Do they give you the gallons?

Mr. van der Snel responded: The usage is 81,000.

Supv. Kassel stated: We do not see what it was from last month.

Supv. Berube stated: When it goes over the 75,000.

Supv. Kassel asked: 270%?

Supv. Berube responded: The tiers are big.

Mr. van der Snel stated: I think if you look at last years TOHO bill it is pretty much the same.

Supv. Kassel stated: I do not remember seeing the credit from Severn Trent on the bill.

Mr. Koncar stated it is on the agenda for discussion, but I will cover it now. It did not get included in your November financials so we will double pay it in December. You will have two months. If you remember the original agreement was nine months and we will make two payments in December and pay out the remaining seven months in equal installments.

Supv. Berube asked: Did everybody see the email on that earlier?

Several Supervisors responded: Yes.

Supv. Kassel responded: No.

Supv. Berube stated: There was an email about it.

Supv. Kassel stated: There have been a couple of CDD emails recently that I have not received.

Supv. Berube asked: Do you have them forwarded to your regular email?

Supv. Kassel responded: No, I do not have them forwarded. They come direct. I did have an email forwarded about Mr. Chuck Walter no longer being with the CDD.

Supv. Bokunic stated: I did not get that one either.

Mr. Koncar stated: I am concerned about using personal email.

Supv. Kassel stated: I am just saying I think there is some kind of issue going on. I did not get that email and I did not get this email you are talking about.

Supv. Berube stated: I have my emails forwarded. It comes to CDD on the tablet, but on my laptop I get a double one because it goes to Earthlink twice. Sometimes there is only one on the Earthlink, but I know it went to the CDD address and it only comes once. There is something going on. I see doubles and singles and it should not be. It should always be a double because of the way it is set up.

Mr. Koncar stated: I will check on it to see what is happening.

Supv. Berube stated: You do not know if you do not get them because there is no master list.

A. Financial Statements for November 30, 2017

B. Invoice Approval #212, Check Register and Debit Invoices

Mr. Koncar stated: We need to approve the financial statements and invoices.

Supv. Berube stated: I had one concern with the Servello contracted items being over this month. The time in question was August and September.

Mr. Koncar stated: I know exactly what you are talking about because I talked to the Servello folks twice and I just found out that the previous manager decided they did not want to split it up the way the contract required it. He wanted to have two shorter payments in August and September. It did not make any sense to me. Our financial team went back and looked and the current monthly payments are in

accordance with the contract, but he under-paid for some unknown reason for the first two months, August and September.

Supv. Berube stated: My concern is on October 1st we started a new year so we are now in the hole for this Fiscal Year because of items that happened in last Fiscal Year. We always have these timing issues, but can it be fixed? Have we closed the books on last year?

Mr. Koncar responded: We can correct that because it is a billing error.

Supv. Berube stated: If August and September is what created the shortage I just want the line item to be accurate.

Mr. Koncar stated: I understand.

Supv. Walls stated: Accrue back the payments that relate to August and September.

Supv. Berube stated: Last Fiscal Year, because that is when it happened.

Mr. Koncar stated: I will fix it.

Supv. Berube stated: We do not approve financial statements; we just talk about them.

On MOTION by Supv. Walls, seconded by Supv. Farnsworth, with all in favor, Invoice Approval #212, the check register and debit invoices, as amended to include the submitted invoices for the pressure washer and MaxiCom were approved.

C. Consideration / Discussion of OUC Invoices

Previously addressed.

D. Facility Usage Application

i. Soccer Club of St. Cloud for Practice and Scrimmages

Supv. Kassel stated: This is almost three months, six days a week.

Supv. Berube stated: We go through this every single year - how much are we going to charge them?

Supv. Farnsworth responded: I thought it was an automatic \$250.

Supv. Berube stated: It is for a limited amount of usage. How much did you say?

Supv. Kassel responded: This is three months, six days a week, every afternoon from February to the end of the school year.

Mr. Koncar stated: It says from February 12th through May 6th.

Supv. Kassel stated: Three and one half hours per day plus three and one half hours on Saturday. That is six days per week.

Mr. van der Snel stated: I think it is Monday, Wednesday and Friday. I do not think they have it every day.

Supv. Kassel stated: If we approve this we are giving them approval for six days per week.

Mr. Koncar stated: That is what it reads.

Mr. van der Snel stated: I do not think they train six days a week.

Supv. Bokunic stated: If we give approval they can if they want.

Supv. Berube stated: Twelve weeks for three and one half hours per day. That is 200 hours of use plus the Saturdays for another three and one half times 12. It is 250 hours give or take that the soccer fields are out of use.

Supv. Walls stated: We have an hourly rate somewhere in our fee schedule.

Supv. Berube stated: \$5 per hour.

Mr. van der Snel stated: My advice would be to ask for clarification on the application.

Supv. Berube stated: Whatever the amount of hours are, subject to verification, times \$5 per hour.

Mr. van der Snel asked: Can I put a clarification in? They refused to clear out their practice goals and I asked them many times. My suggestion would be to approve it under the circumstances that the small practice goals will be removed after every practice.

Supv. Walls stated: When they leave each day it should be returned to the way they found it.

Mr. van der Snel stated: They did not.

Supv. Walls stated: If they do not then we will rescind the usage.

Mr. van der Snel stated: It caused some aggravation because the goals do not need to be there.

Supv. Berube stated: Subject to clarification of hours and days and they bring and remove their equipment everyday.

Supv. Farnsworth asked: Is the rate built into this?

Supv. Berube responded yes. \$5 per hour.

EIGHTH ORDER OF BUSINESS

Topical Subject Discussion

A. Consideration of Salaried Position Status for Field Operations Manager

Previously addressed.

B. Consideration of Drafting RFP for District Manager Services

Supv. Berube stated: Supv. Walls submitted this note' so I will let you roll with it.

Supv. Walls stated: I will say Mr. Koncar and I had a great conversation. My thinking was when I wrote this memo and it goes back to the discussion we had when we had our workshop discussing the

policies for the employees. I think the Board generally agreed during that discussion that we have not had a District Manager that oversees the work of the District on a daily basis as I think the statutes call for. My thinking was since we are in this period of transition with Mr. Koncar as an Interim District Manager, we are on our third in the last couple of months, that we would go out and look for a District Manager that is going to be involved on a day-to-day basis in terms of making sure there is oversight of the employees and those kind of things, but also understanding what is in the agenda, making sure the agenda includes all the information needed so we can make an informed decision because there has been, and it seems to be happening more lately, we are getting items on the agenda, but there is no backup. We have to hash through these things in a meeting and is why we are here for three hours because we are not briefed ahead of time. We need that engagement. I had that conversation with Mr. Koncar and he believes they can provide that kind of service if we give them the opportunity. I believe he asked for four months. I am willing to give them that amount of time to make that happen. Obviously it is going to require operating differently than we have operated for sometime now. But I am willing to go that route to see how it goes. If we are not happy with it at that point we come back to this memo and go forward with what I had proposed if that is the will of this Board.

Supv. Farnsworth asked: Has the Board ever gone through an RFP of this type before?

Supv. Walls responded: No.

Supv. Berube stated: I have had conversations with Mr. Qualls about this and we would probably have the lawyer's office draft it and manage it on a limited fee basis. I tend to agree with giving more time. I have had a number of detailed responses from Mr. Koncar and the Regional Manager, Chris Tarase. Both have said we can do what you want. We have been here before with Severn Trent. Mr. Moyer was always the glue that kept Severn Trent together.

Supv. Walls stated: To be clear on that I do not think we were getting the service we should have with Mr. Moyer. What I am asking for is something different.

Supv. Berube stated: I think several have said and I have always said, when Mr. Moyer goes we are going to go. It is what it is and we have been on three manager's in a few months - Mr. Moyer, Mr. Walter and now Mr. Koncar. It creates a certain amount of turmoil every time you do this.

Supv. Farnsworth asked: Was there ever anything formalized in what you brought up item by item by item of what you are expecting the man to do?

Supv. Walls responded: I think it evolved over time. The District Manager serves at the pleasure of this Board and a lot of what we are requesting, or what I am requesting, has not been asked for before. I think it should have been covered. These guys, Mr. van der Snel specifically, should report to the District Manager; he should not report to any one of us. We are policy makers' period. We have never

had that kind of relationship in terms of the District Manager overseeing employees. These are things that should be happening, but have not. Some of the fault is on us because we let the situation exist. I am asking that we move down the road where we fix those types of things. Our conversation specifically was the District Manager provides oversight of our employees, provides them direction in terms of policies we set here, but then also the District Manager should know everything that is in our agenda every month. They should know what each of those items is and be able to tell us ahead of the meeting here is something you should be aware of.

Supv. Farnsworth stated: Recognize that some of the stuff comes in so late anybody has trouble keeping track of it.

Supv. Walls stated: That is something we need to talk about - we are getting stuff that is coming in like tonight, the developer's proposal. I did not see that before this meeting. We are trying to make decisions on the fly that we should not be. Again, some of that is our fault.

Mr. Koncar stated: Not just because of here but in other cases, I clearly understand the value of not bringing things to the meeting at the last minute; it has to be in your agenda package. We have implemented a new policy where if something is proposed to be on the agenda, if we do not get the backup, and I am not talking about from our company, I am talking about from the developer, the engineer, we will put on the agenda backup not received in time. That way everybody knows we did not get it in time. It is not to cast blame. The problem is you, as the policy makers, get it at the last minute and it is not fair to you. I come from a local government background where you did not do that or you did not stay around if you did.

Supv. Walls stated: As part of my job I go to brief Commissioners very frequently on stuff that is coming up on the agenda. I think part of that is this Board needs to make a policy of if something does not get in on time, we are not going to hear it on the agenda unless it is an emergency.

Supv. Kassel stated: We have an informal policy of that. Do you think we need to formalize it?

Supv. Walls responded: I think we just need to come to an agreement that stuff like this that is very important and is going to make a lot of people upset or not, we cannot be making a decision when we see something three minutes before. It is getting off topic, but that is what I want the District Manager to control based on policy that we set.

Mr. Koncar stated: The other aspect you mention about working with Mr. van der Snel; he and I had a discussion and my goal is to work with him on what he needs to get his job done. I do not need to interfere with what he is doing because he is doing a good job, but I have to be there to support him. That is what my position is, how can I help him get his job done whether it is personnel, invoices or whatever. We have had a good discussion about that and we will be able to work together to accomplish that.

Supv. Walls stated: Ultimately he should view you as his boss and not any one of us. We are policy makers and should not be interfering with the daily works of the District; that is why we have a District Manager.

Mr. Koncar stated: I want to be sure he is getting what he needs from us, in terms of our support, so he can get his job done.

Supv. Walls stated: It has to work both ways, you have to have communication.

Supv. Berube stated: If we were going to do an RFP I had something I wanted to discuss about adding to the RFP. One should be that District Manager needs to be here, onsite, four to eight hours per month on any given month. That is not a whole lot of time. He needs to be here onsite just looking, not necessarily doing much but talking to Mr. van der Snel, talking to the other guys and making sure everything is cool, looking around and understanding the property.

Supv. Farnsworth stated: He can satisfy that with one afternoon and meet the employees.

Supv. Berube stated: It does not have to be four hours, it does not have to be eight hours, but some onsite time. Typically our District Manager has never been onsite. If you ask them where the splash pad is - no clue. He should be onsite dealing with whatever is to be dealt with. Additionally, I think the District Manager, and we have been down this road with Severn Trent, should handle our payroll and workers' comp for the field services group without interfering in the operation of field services. We now have an employee manual that is the guidelines for how the employees work. Severn Trent, when they managed the employees, wanted to handle the raises, vacations, all the Severn Trent rules. The point is potentially our District Manager can handle payroll and workers' comp administration for less money than what we are paying FRM now. I do not know if that is possible or not, but right now FRM handles the payroll and workers' comp without interfering with the employees.

Supv. Walls stated: You are saying have them do that independent of their own policies.

Supv. Berube stated: It is not Severn Trent anymore, it is Inframark, so maybe that employee management piece will not be stuck under Severn Trent policies.

Mr. Koncar stated: We do payroll for other Districts that have onsite District employees.

Supv. Berube asked: Workers' comp?

Mr. Koncar responded: The workers' comp I am not sure about, but I know we do payroll.

Supv. Walls stated: What he is asking is essentially issuing checks based on what they have worked on and doing the deductions. Can we do that without them being an Inframark employee?

Mr. Koncar responded: You are talking about replacing your current provider that is doing that.

Supv. Berube stated: If we are going to do that, can Inframark also manage the benefits package - health, life insurance, dental. Right now FRM handles the workers' comp and the payroll, we have shop services doing the health care.

Supv. Walls stated: You are talking about just have them pay the bills because those are all contracted services.

Supv. Berube stated: Or put them under their own group plans, but not necessarily interfere with how the job gets done.

Supv. Farnsworth stated: These guys are technically employees of FRM, then you would turn them over and they would technically be employees.

Supv. Walls stated: I think what you are saying is they are employees of the District.

Mr. Koncar stated: We do not want them to be employees of Inframark.

Supv. Berube stated: We have already assumed we are going to be the employer.

Supv. Walls stated: these guys would just be cutting checks like they do for us. We are not employees of the management company, but they cut checks and do payroll deductions.

Supv. Berube stated: They could potentially do that at less cost than what FRM is doing it now. I am trying to simplify it all and if we can bring the benefits, the admin, the workers' comp, all under one umbrella without having the administrative nightmare that we used to have. We have already set up all of our goals for how these guys are going to get paid and how they are going to work. We have the manual, we just need somebody to do the admin. If we can simplify it from where we are at; beautiful. If Inframark can handle it; that is great. We will need a presentation and a proposal as to how that would work.

Supv. Farnsworth asked: What if they are not in a position to handle it?

Supv. Walls stated: We keep going the way we are.

Supv. Berube stated: We are not in trouble with this. That is what I would want as part of the RFP when we select another manager. Can you folks do this?

Supv. Farnsworth responded: You might not get that.

Supv. Berube stated: I understand that.

Supv. Walls stated: That is why I put out this memo so we can have ideas like that.

Supv. Farnsworth stated: Not just from them; you might not get it anywhere.

Supv. Berube stated: We may not, but we do not know until we try. We do not know if we are paying them too much right now or not enough compared to the market. You wrote the memo to say put out an RFP, you have had conversation, I have had conversation with Mr. Koncar and they are telling me

they can get this done correctly. There is a new company and I am willing to give them a little time. It will take us four months to run an RFP anyway and at the end of that we will know.

Mr. Koncar stated: I can bring back something on that issue at the next meeting.

Supv. Berube stated: A benefits package - payroll, workers' comp. The workers' comp is a big piece of it.

NINTH ORDER OF BUSINESS

Supervisors' Requests

Supv. Kassel stated: At the dog park remember we talked about the torn up patch outside the pavilion. We cannot stop people from sitting there and we might want to put in some paving stones in a semi-circle in the area with the torn up grass. There is more of a doggy social hour there now in the late afternoons and a lot of people just sit on the bench and hang out in the pavilion and where the people hang out the dogs hang out. The dogs are hanging out in front of the pavilion and tearing up the sod. We could put more sod and cordon it off in hope that it grows back but as soon as we expose it to dogs again and people sitting there it is just going to get torn up again. I am wondering if we can look into getting paving stones in front of the pavilion.

Mr. van der Snel asked: Do you have thoughts about a size?

Supv. Farnsworth responded: You may have to put together an estimate.

Supv. Kassel stated: In a semi-circle probably 10 to 12 feet out.

Mr. van der Snel stated: My only concern is the problem will move.

Supv. Kassel stated: It is possible but the dogs are there because the people are sitting on the benches and under the pavilion there and that is not moving. I have been there for 13 years and it has never been so ripped up as it has in the last month or so. It has only been in the last month to two months that there has been the kind of intensive activity where there are lots of dogs there at once and all playing together.

Supv. Berube asked: How about if we put Astroturf there?

Supv. Kassel responded: We could. It is fairly expensive and I am not sure how durable it is.

Supv. Berube stated: It will be expensive by the time you get done with all the grading sand, paver stones, and all that.

Supv. Walls asked: What if you waited until the spring to see how it looks?

Supv. Kassel responded: There is a dog watering area to the left of the pavilion. The dogs come out of there and are a mess every day.

Supv. Walls stated: A paver surface is not going to be cheap. You are talking thousands of dollars.

Supv. Berube stated: That is why I am saying put AstroTurf down to see if it solves the issue.

Supv. Kassel asked: How expensive is that going to be?

Supv. Berube responded: I am talking about regular cheap AstroTurf that you throw away in six months and it would not hurt you. If you want to buy the stuff like they have out here on the patio that is significant. I think that is way too fancy to let dogs scrap around on. If we are just trying to cover the dirt, buy some of the 12-foot wide AstroTurf, it is cheaper than cheap carpet. I hate to make a huge investment in pavers.

Supv. Kassel stated: It does not have to be pavers.

Mr. van der Snel stated: Concrete filings, we did that under the tree in the big dog park.

Supv. Kassel stated: It is terrible. It does not last very long and it gets caught on your shoes and in the dogs paws.

Supv. Berube stated: As soon as it gets wet it sticks.

Supv. Walls stated: Downtown they put in a new dog park about a year ago and it was the same thing, dogs all over it killed the grass, what they do there is put up barrier to keep the dogs away and let it grow back naturally for awhile. It is making the dogs go in different areas instead of the same area every time.

Supv. Berube asked: How do you keep dogs from jumping over a tape line?

Supv. Walls responded: It is netting. If you pave you will not have a dog park because they are going to go to the grass.

Supv. Kassel stated: My thinking is it has been 13 years and it was not ever like this before. There is maybe six to 10 dogs there on any given afternoon. People want the dogs to play with each other, but when people sit on the benches under the pavilion the dogs are right there.

Supv. Berube asked: Is it Bahia or St. Augustine?

Mr. van der Snel responded: Bahia. St. Augustine will never survive.

Supv. Berube stated: It is not a bad idea. We can get snow fence, put Bahia sod there, fence it off for awhile, and start again. I do not know how you are going to keep the dogs off until it takes.

Supv. Kassel stated: They are just going to rip it up. We have to think more long term.

Supv. Berube stated: The alternative is to throw some AstroTurf down to see how that goes and how everybody likes it.

Mr. van der Snel stated: I do not have much experience with AstroTurf. How does it stay down?

Supv. Berube responded: It stays down with little tent stakes in the dirt underneath it.

Supv. Kassel stated: I do not think it is going to be very durable the way the dogs run.

Supv. Walls stated: Let us think about it.

Supv. Berube stated: Go have a look at the Astroturf; it is in the carpet section.

Mr. van der Snel asked: Do you want me to fence it off for now to let it rest?

Supv. Kassel responded: It cannot hurt.

Supv. Walls stated: It is not going to grow until springtime.

Mr. van der Snel stated: Bahia grows fast and I can throw some seed on it.

Supv. Berube stated: Fence it off and put some seed in there for now and we will make some decisions.

Supv. Kassel stated: People are going to sit there even if there is snow fencing there. They need to see their dogs. If the fence is to here I am not going to be able to see my dog beyond that.

Supv. Berube stated: The fence is only 18 inches high.

Mr. van der Snel stated: The contractor fence.

Supv. Berube stated: You can see through it. It is the orange fence that has the holes in it. No matter what you do you have to fence it off for a period of time.

Supv. Kassel stated: One of the things I was thinking was putting benches elsewhere. Getting a couple of more benches for the dog park for the other side of the park.

Supv. Berube asked: How about a shade structure or two at the same time/

Supv. Kassel stated: We could, but now we are talking thousands of dollars again.

Supv. Berube stated: People want it and you have more residents using the dog park; it is a nice addition.

Supv. Kassel stated: If we are going to spend that kind of money I am not against it, but we might just want to put in the paving stones and be done with it, then we will not have to think about it anymore and we know the problem is solved.

Supv. Berube stated: The only concern is if the dogs run off the paving stone to go play in the mud as close as they can get to their owners, we failed.

Supv. Kassel stated: There is no perfect solution but 13 years and it is just this one area because people sit there. If we move the benches out I would say yes but because we are not moving the benches and they are staying where they are, the dogs will stay.

Mr. van der Snel asked: Is there a dog friendly spray we can use so the dogs will not go in that area?

Supv. Kassel responded: You would have to spray it every day.

Supv. Berube stated: Let us think outside the box. People congregate in the small dog park because there is generally shade where the people sit. The large dog park gets very little use, but it is beautiful.

Supv. Kassel stated: I would not say it gets very little use; it gets a lot of use.

Supv. Berube asked: Might people transfer over if there was shade over the bench?

Supv. Kassel responded: Yes. But I can tell you under the trees inside the big dog park is all torn up.

Mr. van der Snel stated: It is the root structure of the trees. You cannot put anything there - concrete, concrete filings, there is nothing you can fill it up with because of the roots.

Supv. Walls stated: We need more time to think on this.

Mr. van der Snel stated: We can put the rubber mulch that we have around the Palm trees in the swim club but that is expensive too.

Supv. Berube stated: An immediate fix is to get some snow fence and grass seed down and try to get it set. Supv. Kassel if you would think about it and talk to the people in the dog park to see if they would appreciate a small shade structure and maybe another bench in the larger park.

Supv. Kassel stated: One reason people like the small dog park is because it is a contained area. If you have to pick up after your dog you do not have to go too far and if the dogs are closer together they are more likely to play. You are still going to have a lot of people using the small dog park.

Supv. Berube asked: Do we put a shade structure at the other end somewhere else in the small dog park?

Supv. Kassel responded: Absolutely.

A resident stated: We have a situation in Coral Grass for the last two or three months.

Supv. Berube stated: That is on the builders property.

A resident stated: We never talked about it because we were waiting until they finished all the houses. We are still with this situation and we have pallets for the last two weeks that were never picked up.

Mr. van der Snel stated: It is already pending. I have been harassing the supervisor for that. This will all be fixed with new landscaping. The sidewalk will be fixed and behind the houses will be new Bahia. I will ask them to put the pallets away.

Supv. Berube stated: It is private property and we cannot go on private property; they have to take care of it.

Supv. Kassel stated: Right now it is Supervisors' Requests. This is the kind of thing you bring at the beginning of the meeting using one of those forms, then you will not have to sit here the entire time.

Supv. Bokunic stated: I received this message from Ms. Christina Lead late in the day. *Hello, at last month's CDD meeting I said that the Harmony Girl Scout Troop 1434 might be interested in donating funds for a bench for the library box built by Hornak. I spoke with my co-leader and we will pay for one*

bench this year once Tyler completes and installs the library box. We also want to pay for a second bench for the library box next year. This means the girls can earn their bronze awards. I need to know what paperwork I need to get from the CDD to sign with my co-leader to confirm our commitment to both benches and the timeframe for both.

Supv. Kassel stated: They want to donate a bench to us. They just simply provide us with a set of drawings and come to us with their proposal.

Supv. Berube stated: No, we talked about Tyler's Eagle Scout box and we talked about adding benches in that area.

Supv. Kassel stated: She said we have a Girl Scout Troop and we would want to paint something on the bench.

Supv. Berube stated: We gave them the prices on the benches that would match. They do not need a drawing because we agreed if they buy the bench that we will put in the pad and mount it. All they have to do is give us the commitment, which we have verbally, that they are going to pay for the bench.

Supv. Bokunic stated: They do not have to file any forms.

Supv. Berube stated: There are no formal forms; their verbal commitment is good enough.

Supv. Walls stated: It could be a donation.

Supv. Berube stated: They are going to buy one of the recycled benches.

Supv. Walls stated: They want to put a little plaque on it.

Supv. Kassel stated: I seem to remember something about decorating the bench.

Supv. Bokunic stated: There is nothing in here about that.

Supv. Berube stated: It was a Friendship bench.

Supv. Kassel stated: Ask them if there is any modification they plan to do to a bench that would be purchased.

Supv. Berube stated: One of the pictures had a dedicated by plaque on one of the benches and I think that caught their eye.

Supv. Farnsworth asked: When I mentioned the dog park earlier - has the water break you had been taken care of? The reason I ask is someone mentioned the grass seems dry in the dog park.

Mr. van der Snel responded: It was a complicated break and the first fix did not hold and we had to redo it today. As of today the pressure is on and it ran for 20 minutes today on all zones and will run again tonight.

Supv. Farnsworth stated: The crackling grass will go away then.

Mr. van der Snel stated: yes. It was out of commission for four days.

TENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Supv. Berube, seconded by Supv. Bokunic, with all in favor, the meeting was adjourned.

Bob Koncar
Secretary

Steven Berube
Chairman

Fifth Order of Business

5B.

To: Harmony CDD Board

From: Harmony Residential Task Force

Date: January 19, 2018

Re: Task Force Report on Feasibility of Options for Use of Parcel BL-1

Attached herewith is the Harmony Residential Task Force Feasibility Report to the Harmony CDD Board regarding options for the use of the currently developer-owned parcel of land BL-1 near the residents' access to Buck Lake. As you recall, this task force was established, with Kerul Kassel named as Board contact and consultant, by Chairman Steve Berube in response to residents' concerns about the disposition and development of this parcel expressed at the CDD Board meeting of December 22, 2017.

The Task Force has researched a great deal of information relevant to this issues, as detailed in the attached report. After studying this information, and listening to the concerns of many of our residents, the Task Force has become aware of just how challenging an issue this presents, with many competing interests. We believe that CDD Board members and residents alike all want the following:

- *A future Harmony that maintains and improves the characteristics that attracted all of us here in the first place: the green open spaces, the stewardship of the vegetation and natural beauty, the respect for the wild life, and the community design and amenities that encourage neighborliness.

- *The prudent, responsible, even frugal, use of CDD funds, which are, after all, taxes that all of us pay.

We have elected to organize our findings in the form of available options, together with advantages and disadvantage of each option, along with funding implications. It is the sincere desire of Task Force members that this report, together with the resident survey (data are still being tallied and will be submitted prior to the January 25 meeting), will be of some assistance to the Board as seemingly competing priorities embedded in this issue must be prioritized.

Respectfully submitted,

Nettie Bartel, Chair

Jim Bell

Don Bratton

Mark Catanese

Carole Greenwald

Kerul Kassel, Board Contact and Consultant

***Harmony Resident Task Force
Feasibility Study for Future Options for
Property Near Buck Lake (Parcel BL-1)***

Report to CDD Board

Background:

As we all know, Harmony has recently been purchased by a new developer (SunTerra). At two public meetings in late December, representatives of SunTerra openly expressed their desire to move toward the disposition--either through outright sale, through deed transfer, or through development-- of all Harmony property purchased. This fact means that Harmony is changing rapidly, and the CDD Board must now make decisions that have major implications as to what Harmony will be in the future.

Specifically, the discussion at the December meetings evolved around the disposition of the currently developer-owned tract of land (BL-1) which comprises about five acres located between the Cat Brier/Schoolhouse traffic circle and Buck Lake, and directly across the street from current residences on Schoolhouse and Oak Glen (see map below). The developer has offered a land swap with the Harmony CDD, in which the CDD would relinquish about an acre of our land on the east side of the developer-owned Parcel BL-1, and gain about an acre and a half of west side of the developer-owned BL-1. This is the part of BL-1 that contains residents' access to Buck Lake. The result of this swap would be a newly configured developer-owned Parcel BL-1 that would become a new residential area, home to 12 new building sites. For the CDD, this swap would include a path beside and behind the new residences that would allow residents' access to Buck Lake, and some additional incentives from the developer.

Concerns of residents expressed at the December 22, 2017 CDD meeting, were that this plan would greatly reduce the "open green space" in the area, and introduce resident structures into an area of Harmony that residents have long seen as part of the Buck Lake conservation area and CDD-owned parkland. The plan would also mean that the space could never be used for a community center, swimming pool, or other amenities. As a result of the expressed concerns of residents at the meetings, CDD President Steve Berube asked Board Member Kerul Kassel to serve as contact and consultant to a task force of resident volunteers to look into options for this issue. A very short timeline--to the next CDD Board meeting, January 25, 2018--was given for the task force to come up with a report.

Issue of Harmony Residents' Access to Buck Lake:

In the December CDD meeting, it was stated by both the developer and the CDD Board that prior discussions and negotiations had taken place between the two parties regarding the fact that with the ownership of BL-1, the developer controlled access to Buck Lake. Both parties understood that Buck Lake access was a central concern for Harmony residents, and therefore a strong negotiating factor for the developer. It was

understood that implicitly or explicitly, the possibility of withholding access to Buck Lake comprised a significant threat to the negotiating position of the CDD Board.

In the course of the work of this Task Force, we examined earlier and current versions of the county approved Harmony development documents that might relate to this issue. Relevant is the following information from the Harmony Planned Development (PD16-00009) approved by the Osceola County Board of County Commissioners on October 17, 2016. Because of the significance of the issue of residents' access to Buck Lake, we are attaching the document referenced above in its entirety. (See Appendix A) Below we quote selectively from this document with noted page numbers:

2.2.6. Recreation Open Space

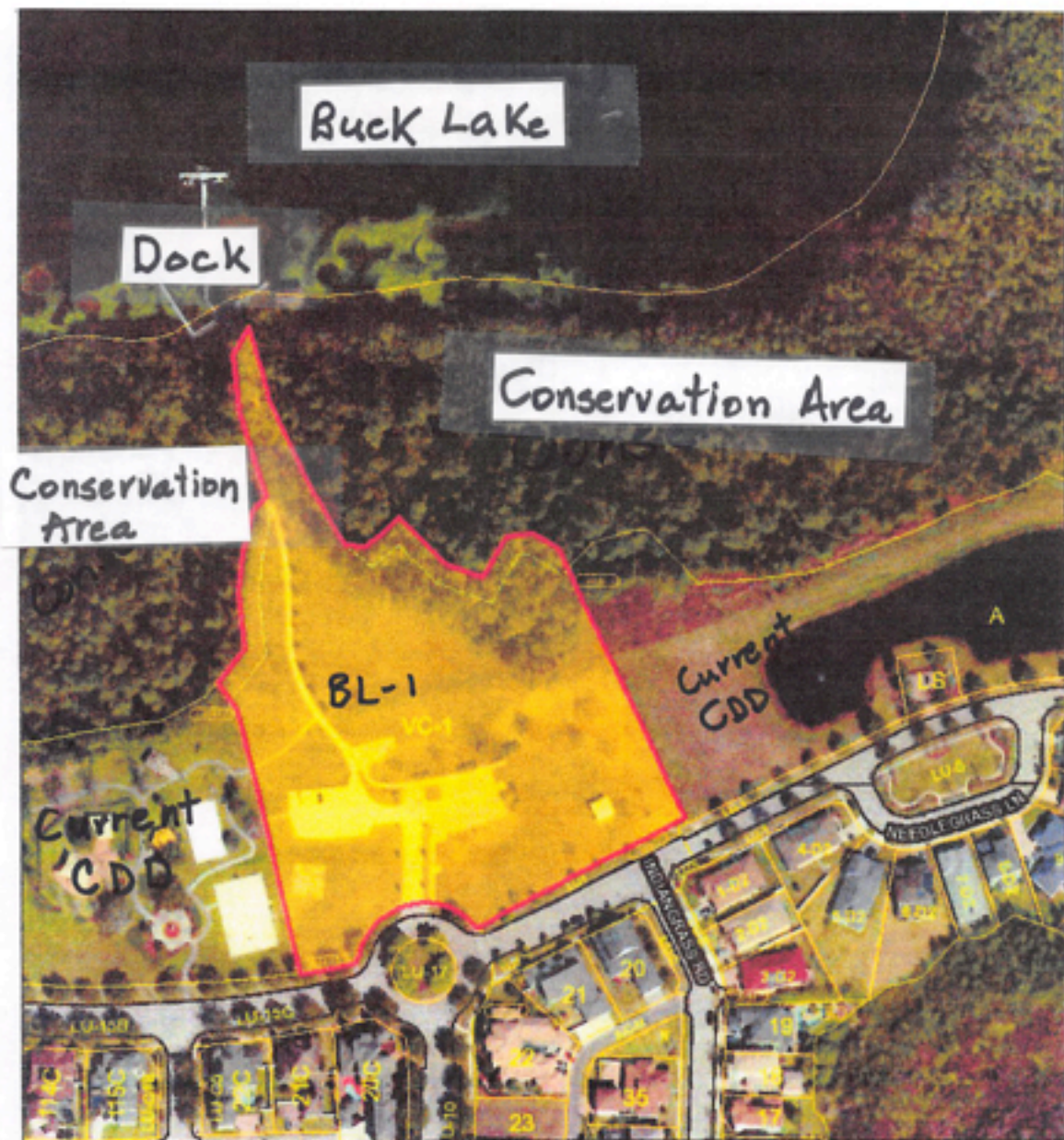
The Harmony rural community must have at least 50% open space; the development activities must not encroach upon wetlands except for crossings; and measures must be taken to conserve environmentally sensitive lands. "Open Space" consists of wetlands, conserved environmentally sensitive lands, conservation, xeric uplands, habitat preserves, agricultural lands, golf course areas, active and passive outdoor recreation lands and facilities, and utility easements, when determined by the County to meet open space needs. Open space may be used in conjunction with passive recreational activities with the underlying use of the land. The Harmony rural community may not have a density greater than two dwelling units per gross acre if it has 50% to 70% open space, and a density greater than three dwelling units per gross acre if it has more than 70% open space. Recreational opportunities will abound within the project, including a sports complex aimed at providing multi-use sports with associated ancillary structures, administration buildings, and concessions. **The two natural lakes will be available to the residents of Harmony.** A minimum of one 18 hole golf course is completed and open for play to the community residents and guests. Extensive natural wetlands are being preserved. Multiple active and passive parks are included in the project for regional, neighborhood, and community uses. The Town Center will be developed to facilitate multiple recreational and civic opportunities. The project's overall design will facilitate pedestrian / bicycle movement throughout the property. (page 7) (emphasis added)

And later in the document:

5.7.2.5. Access to Buck and Cat Lakes will be restricted to members of the Harmony PD, which includes Harmony residents and their accompanying guests, as well as authorized representatives of the Developers, HOA s , CDDs, and other recognized Harmony organizations. A no wake zone will be established to help maintain shoreline vegetation. (emphasis added)

5.7.2.6. Boat ramps, docks and swimming areas will be designed to protect the wetlands on the lake shoreline to the highest degree possible.

5.7.2.7. Boat ramps and community docks will be located in areas currently used for lake access. (Page 24 of Planned Development Amendment (PD16-00009)



This map was prepared for the Osceola County Property Appraiser's Office. It is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey.

Date Generated: 1/8/2018

0 80 160 ft



Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser

The Task Force:

Purposes

1. To identify alternative options for the the property.
2. To articulate advantages and disadvantages of each option.
3. To provide estimates of the potential costs of each option to Harmony residents, and preliminary plans for how each option could be funded.

Limitations and Disclaimer

Task Force members are community residents and volunteers, and have no legal authority, actual or implied reimbursement, or liability for any information in this report. All such information is correct and truthful to the best knowledge of the members. This is particularly true about the questions raised in the preceding section about Harmony residents' access to Buck Lake being part of Harmony's approved plan and thus not subject to a developer's threat of removal. Given the significance and sensitivity of this issue to litigation, we urge the Board's careful attention to this point.

There are other issues that have arisen in connection with the work of this Task Force, such as the possibility of the Harmony CDD purchasing and developing the vacant parcel of land at Schoolhouse and Butterfly, or purchasing and re-purposing the former Welcome Center near the Town Square. However, these possibilities are beyond the mandate of this Task Force and hence they are not part of this report.

Other very real limitations for the work of this Task Force are the very tight time line, and the fact that we have worked without a budget or staff.

Task Force Members

Task Force members are volunteers who are owners and residents in Harmony, who have been willing to invest time and effort into planning a better future Harmony. According to the directive of the CDD Board chair, Steve Berube, the Board contact and consultant is Kerul Kassel, CDD Board member. The Resident Task Force consists of:

Nettie Bartel (Chair) nrbartel@temple.edu
Jim Bell blyxys@att.net
Don Bratton nodnottarb@hotmail.com
Carol Greenwald carolegreenwald@gmail.com
Mark Catanese mac07760@gmail.com

Methodology

Sources of Information--Survey and Input of Residents:

Residents have been encouraged to provide input through a variety of means:

1. Information and a survey Instrument being distributed online via email, its own website, sites and Harmony NextDoor (see Appendix B.)
2. Informal email and face-to-face input by residents to Task Force members.
3. Informal resident initiatives including petitions.

Researching and Assembling of Relevant Information:

1. An official tax map of the parcel of land in question was obtained from the Osceola County Tax Appraiser's Office (See Appendix C).
2. An inventory of all Osceola County Community Centers was assembled and scrutinized (See Osceola County Parks and Recreation web site).
3. Several Community Centers in Osceola County, especially in the rural areas, were examined with a view to discovering how they were initially funded, and ascertaining the maintenance costs of representative centers (see Appendices D and E)
4. A search was conducted of the original founding documents of Harmony, and the subsequent changes in the Harmony Development of Regional Impact (DRI) plan and subsequent PDs with a view to identifying commitments made by subsequent developers to proposed Harmony amenities.
5. Email contact was made by Task Force members with Osceola County Commission Chair Fred Hawkins for background information and advice on how to obtain relevant information.
6. Task force members met with the commercial developer selected by SunTerra for information and updates on the status of vacant Harmony land, as well as availability, plans, and prices.

Options with Respect to Parcel BL-1:

After reviewing all the above information, and listening to many residents, the Task Force has become more aware of the difficulties and challenges that our CDD Board faces. We believe that CDD Board members and residents alike all want the following:

*A future Harmony that maintains and improves the characteristics that attracted all of us here in the first place: the green open spaces, the stewardship of the vegetation and natural beauty, the respect for the wild life, and the community design and amenities that encourage neighborliness.

*The prudent, responsible, even frugal, use of CDD funds, which are, after all, taxes that all of us have paid.

It is clear the Board decisions regarding Parcel BL-1 require a balancing of competing goals. We believe the following options are available to our CDD Board with respect to

this parcel of land. We provide a brief description, along with what we believe to be the advantages and disadvantages of each option.:

Option A (Swap Land Option):

In this option, the CDD Board would accept the developer's proposal to exchange one and a half acres on the west side of Parcel BL-1 for one acres on the east side of the adjoining CDD land. Harmony would gain a permanent path access to Buck Lake, and the developer would have sufficient land to build 12-13 homes on a cul-de-sac on the north side of Oak Glen Trail. The developer would also add 16 parking places to the CDD land, would assist in permitting issues, would provide some support for the repair of the boat docks, and plant buffer vegetation around the back yards of the new home sites to minimize the obtrusiveness of the view from Schoolhouse Road and Oak Glen Trail.

Advantages:

- *Harmony would have permanent access to Buck Lake with a path to the dock.
- *Developer would add approximately 16 parking places to the area.
- *Harmony CDD would not lose the CDD income from this parcel (currently about \$50,000 per year).
- *Harmony would gain some additional financial incentives when the swap took place, e.g. add some seating to the area.
- *Harmony CDD have no future additional out-of-pocket costs or additional financial obligations with this plan.

Disadvantages:

- *Access to Buck Lake would be reduced to a relatively narrow path beside and behind the residential houses to be built.
- *Residents along this section of Schoolhouse Road and Oak Glen Trail would face the back yards of residences across the street from their front doors, even with mitigating buffer vegetation.
- *All Harmony residents would lose the "open green space" look between the traffic circle and Buck Lake, as they approach Buck Lake.
- *All Harmony residents would permanently lose the possibility of future use of this site for a community center, a space for worship and associated activities, a swimming pool, or other services such as senior services, child care center, youth club, etc., or for a potential coffee or ice cream shop, or fishing bait and lure shop, etc.

Option B (Buy Land Option):

Our CDD would accept the proffer of sale by developer of \$460,000 for Parcel BL-1, thus preserving in perpetuity to do whatever it wishes to do with the land, whenever it

wishes to do so. The parcel would connect with existing CDD property and conservation area on the west, and with existing CDD property and conservation area on the east, thus providing a continuous sweep of CDD owned land from Buck Lake to Schoolhouse Road and Oak Glen Trail.

Advantages:

- *The “open green look” of the area would be preserved.
- *Access to Buck Lake by Harmony residents would be preserved in perpetuity.
- * All future options for building meeting and/or recreational spaces for any age group or purpose, or for providing a location for worship and associated activities, would be preserved. This would include using this site for a community center, a place of worship, a swimming pool or other recreational venues, or other services such as senior services, child care center, youth club, etc., or for a potential coffee or ice cream shop, or fishing bait and lure shop, etc.
- * Purchase price of land can be covered, or partly covered, by existing reserve funds, thus obviating a need for large additional assessments or encumbrances (Approved 2018 Harmony CDD budget lists \$519,010 in assigned reserves, and \$485,332 unassigned cash according to public records on <http://www.harmonycdd.org/public-records/budgets>).
- * The purchase price of the land of \$460,000 proposed by the developer is very reasonable, but time limited, in that the price of this land can only be expected to significantly rise in the future.

Disadvantages:

- *A large portion of the CDD reserve fund would be used.
- *The CDD would no longer collect the approximately \$50,000 it currently gets each year in taxes from this parcel.
- *This plan is only a first step; the really expensive part of the plan (development of the property) would still have to be planned and funded. Total funding requirement would depend on the eventual use of the property (e.g. swimming pool or meeting space), but could reach \$2 million dollars.

Alternative Funding Plan for Option B:

If for some reason, the CDD Board would prefer not to use the reserve funds in its budget, a Harmony resident who is a former business loan banker has provided this alternative funding plan, using a commercial loan and *borrowing* the down payment from the CDD Reserve Fund:

**Purchase of BL-1 Lot at Buck Lake Entrance from Developer
Option: Using a Commercial Bank Loan 15 year @ 5%**

Purchase price from developer	\$460,000.00
15% Down (borrowed from CDD Reserve)	69,000.00

Net Mortgage (borrowed from bank)	\$391,000.00
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Repayment

Monthly payment to bank	\$ 3,092.00
Estimated taxes (other than CDD)	500.00
Monthly repayment of down payment to Reserve	545.65

Total monthly repayment for down payment and mortgage	\$ <u>4,237.65</u>
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Cost to each of 900 homeowners monthly (4237.65 divided by 900)	\$ 4.71
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Option C (Buy and Build Option):

Our CDD Board would reach an agreement with the developer to buy the parcel BL-1 for the proffered price of \$460,000, with the intent of building a multi-purpose community center suitable for small and larger groups, including worship groups and/or a significant recreational area such as a swimming pool. The parcel would connect with existing CDD property and conservation area on the west, and with existing CDD property and conservation area on the east, thus providing a continuous sweep of CDD owned land from Buck Lake to Schoolhouse Road and Oak Glen Trail. This plan would include substantial additional parking in the area.

Advantages:

- *Consideration would be given to the preservation of as much of the “open green space” look as possible.
- *A portion of the purchase price of the land can be covered by existing CDD reserve funds, thus reducing the required additional assessments or encumbrances (Approved 2018 Harmony CDD budget lists \$519,010 in assigned reserves, and \$485,332 in unassigned cash).
- *Residents would have a place for meetings, for worship and associated activities such as youth groups or Sunday School, for events such as memorial services and birthday parties, family reunions, card playing, arts and crafts, etc.
- *Flexible partitioning would allow accommodating groups of various sizes.
- *If desired, a fee structure could be set up to cover the cost of renting all or part of the space for personal or private uses such as worship services or family reunions, thus creating an income stream to offset part of the cost of maintaining the facility.
- *If more regular, formal services such as using the space for worship or child care are incorporated into the plan, a significant income stream could be generated.

Disadvantages:

- *Some significant portion of the CDD reserve fund would be used (Approved 2018 Harmony CDD budget lists \$519,010 in assigned reserves, and \$485,332 unassigned cash, according to public records on <http://www.harmonycdd.org/public-records/budgets>).
- *The CDD would no longer collect the approximately \$50,000 it gets each year in taxes from this parcel.
- *There would need to be a special assessment levied on all homeowners in Harmony to cover the cost of developing this parcel.
- *There would be continuing annual costs of maintaining the property--utilities, security, repairs, employees for reception, scheduling, lock and unlocking, and janitorial services.

Funding of this Option:

From the research conducted by this Task Force, we have learned that Osceola County community centers have been funded in a variety of ways:

The Florida Community Loan Fund FCLF 322 which helped fund the Holopaw Community Center is limited to projects in low income communities, and Harmony does not qualify.

Some of Osceola County Community Centers were built on land already owned by the county.

Some community centers were funded by special income streams such as income from the large landfill in Kenansville (Kenansville Community Center).

Most community centers were funded with special assessments by the community itself.

For purposes of illustration, the Task Force explored funding possibilities for the building of a meeting and/or recreational facility on the BL-1 parcel. These are examples only, and provide very preliminary estimates of what it might cost the community to construct such facilities.

Our examples presume a structure that can seat 150-200 people when temporary partitions are drawn open, the space being suitable for community meetings or worship services. When closed, the partitions would provide space for 3-4 smaller gatherings, suitable for homework centers, senior citizens social events, teen pizza parties, child care activities, arts and crafts activities, etc. A food and refreshment center with countertop, refrigerator, sink and microwave oven would be included. Handicap accessible restroom space would be configured.

We have been advised by a commercial developer that such a structure could be built for about \$175-\$200 per square foot. Assuming that at least 10,000 square feet would be required to accommodate the needs outlined above, we have estimated that \$2,000,000 would need to be raised to fund such a venture.

Following is the unofficial and preliminary estimate provided by Bob Koncar, Harmony CDD General Manager, of the impact of a onetime assessment for a \$2,000,000 project.

**Harmony Community Development District
\$2 Million Dollar Special Assessment Analysis for Residential Properties
Assumes Interest Rate of 4%**


	Number of	Net Annual	Gross	Gross
Term (in Years)	Residents	Payment	Annual Payment	Annual Payment
3	1567	\$714,103.25	\$759,684.31	\$484.80
5	1567	\$445,306.11	\$473,729.91	\$302.32
10	1567	\$244,626.87	\$260,241.35	\$166.08

An on-line cost calculator came up with a significantly less expensive 10,000 square foot structure:

1/13/2018 Commercial Construction Cost Calculator

 "Online construction estimating. Quickly estimate the cost of residential and commercial projects in over 160 US. Cities"

[Home](#) | [Residential](#) | [Commercial](#) | [Contact us](#)



Commercial Cost Estimate		
Type of Building		Community Center ▼
Project Location		Florida-Orlando ▼
Type of Work		Lump Sum ▼
Cost Index		Median ▼
Square Feet		10,000.00
Subtotal		790,166.04
Overhead	10.00%	79,016.60
Profit	5.00%	39,508.30
Bonding	1.00%	7,901.66
Total Budget		916,592.60
Per Square Foot		91.66

☒ By using this calculator you agree to our terms and conditions

Appendices

Appendix A: Harmony Planned Development Amendment of October, 2016 (PD16-00009) with cover letter (appendices consisting of approximately 155 pages have been omitted.)

Appendix B: Survey made available online to all Harmony homeowners.

Appendix C: Tax map Parcel BL-1 from Osceola County Tax Appraiser's Office.

Appendix D: Examples of Community Centers in Osceola County.

Appendix E: Maintenance costs of representative centers in Osceola County.

Appendix A: Harmony Planned Development Amendment of October, 2016 (Osceola County PD16-00009) with cover letter (appendices consisting of approximately 155 pages have been omitted).



**DEPARTMENT OF
COMMUNITY
DEVELOPMENT**

Dave Tomek
Administrator

Joe Johnston
Deputy Administrator

Susan E. Caswell, AICP
Assistant Administrator

Robert Deatherage
Building Official

Ken Brown
Customer Care Director

Mahmoud Najda P.E.
Development Review
Director

Kerry Godwin, AICP
Planning & Design
Director

Don Miers
Sports & Event Facilities
Director

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October 26, 2016

Sent via email: john@rjwa.net

John Adams
RJ Whidden & Associates, Inc.
316 Church Street
Kissimmee, FL 34741

RE: PD16-00009 – Approval to amend and restate the previously approved Harmony Planned Development (PD15-00011) and account for the modification to the Urban Growth Boundary (UGB), delete references to the Harmony Development of Regional Impact (DRI), incorporate Development Order (DO) conditions from the DRI, remove the Rural Residential use, incorporate development standards from the Harmony Future Land Use Element (FLUE) Policy 1.3.5.4 of the Comprehensive Plan, and modify development standards. The project is approximately 11,030 acres, and is located on both sides of E. Irlo Bronson Memorial Highway, south of Old Melbourne Highway, and west of Turn Around Bay Road.

Dear Mr. Adams,

Your request for approval of the Harmony Planned Development (PD), PD16-00009, was **granted** by the Osceola County Board of County Commissioners at their meeting on October 17, 2016, subject to the effective date of CPA16-0004. The PD was approved with the Special Conditions listed below:

Special Conditions:

- 1.) This PD approval, date-stamped, "RECEIVED SEPT 28 2016", shall supersede and void PD15-00011, CDP09-0001, and all prior PD and CDP approvals.
- 2.) A PD amendment is required if the open space is less than 70% of the total gross acreage.

The PD Narrative date stamped "RECEIVED SEPT 28 2016", has been approved and is attached for your reference.

The official Board action is reflected in the minutes subsequently reviewed and adopted by the Board. Any conflicts between the restatement of the Board's action contained herein and the approved minutes of the Board shall be reconciled by utilizing the Board approved minutes.

All written commitments made in the application and subsequent submissions of information made during the application review process, which are on file with the Planning & Design Office, shall be considered to be binding upon the applicant, provided such commitments are not in conflict with the Comprehensive Plan, Land Development Code (LDC) or other development regulations in effect at the time of development.



If we can be of further assistance, please contact me at (407) 742-0297 or brenda.ryan@osceola.org.

Respectfully,

A handwritten signature in black ink, appearing to read "Brenda Ryan", is positioned below the word "Respectfully,".

Brenda Ryan, AICP
Planner III

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Robert Glantz, rglantz@starwoodland.com
Kent Foreman, kforeman1@cfl.rr.com
PD16-00009 Record File

ATTACHMENTS:

PD16-00009 Approved PD Narrative date stamped "RECEIVED SEPT 28 2016"

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Exhibit A – Legal Description and Parcel Identification Numbers

Exhibit B - Site Aerial

Exhibit C - Site Location Map

Exhibit D –Master Development Plan

Exhibit E - Harmony PD Permitted Uses Table

Exhibit F- Development Standards Table

Exhibit G– Sandhill Crane Management Plan

Exhibit H-1 and H-2 – Regionally Significant Wetlands

Exhibit I – Sign CDP09-0001

Exhibit J – Water Quality Sampling

1.0 Intent and Objectives

The Town of Harmony is designed and planned to evoke a sense of community typically found in older neighborhoods by producing a pedestrian-friendly environment; a synergistic mix of residential, recreational, office, and commercial land uses; and a respect for the natural environment. The Town's success comes from the success of the individual neighborhoods. The community standards are intended to ensure the proper planning and design principals resulting in the construction of these neighborhoods. The goal of the Harmony Planned Development (PD) is to enhance the town's natural and recreational amenities while defining architecture that shapes a high quality streetscape and built environment. The specific development standards and specifications contained herein in Section 5.0 and Exhibit F shall implement the intent and objectives this PD.

The primary intent of the Harmony Planned Development (PD) is to establish permitted uses and development standards for the development of a mixed-use Community consisting of residential, recreational, commercial, village commercial, institutional, light industrial and office uses. The area which makes up the PD includes 11,030.9 acres. The Harmony PD is and shall remain consistent with the Osceola County Comprehensive Plan.

The Harmony PD has been designed to meet the intent and requirements defined by the Harmony Rural Community of the Comprehensive Plan and is consistent with the Harmony Master Development Plan.

Portions of the project will be developed as a fully integrated Traditional Neighborhood Development (TND). Specifically, the following objectives will be integrated into the project:

- All neighborhoods will have identifiable centers and edges.
- Pedestrian access will be easily accessible to retail and recreation areas.
- Uses and housing types will be mixed and in close proximity to one another.
- Street networks will be interconnected using relatively short blocks.
- Civic buildings will be given prominent sites throughout the community, where appropriate.
- Buildings will front on and align with streets in a disciplined manner.
- Building alignment generally will be unbroken by paved parking lots.
- Streets will be developed with controlled hierarchy with design parameters to meet high design speed needs as well as local residential/commercial traffic. On-street parking will be allowed where needed.
- Open space squares, greenbelts and parks will be developed to facilitate the need for community outdoor interaction. The total open space for the project will include a minimum of 50% of the gross project acreage in accordance with FLUE Policy 1.3.5.1.4 and Policy 1.3.5.1.8.
- A visually unified Town Center will be developed to promote community social and economic activity by providing retail, commercial, office, recreation and cultural activities as well as job opportunities for the community and surrounding region.
- Overall planning and design will facilitate access to all areas within the property to pedestrians and bicycle traffic.

- Pedestrian, bicycle and horse path connections to available project elements are a significant design element. Neighborhoods are to be designed to allow pedestrian movement from most housing to internal commercial centers. The Town Center will act as a major hub of activity for the community. Development within the Town Center will be comprised of commercial, retail, office, residential and institutional uses. These uses will share building space, with a majority of the residential units on the upper floors.
- Bicyclists will be able to travel to the Town Center via bikeways. Vehicular circulation into and through the property will provide efficient transportation connections through the development of multiple corridor/right-of-way classifications, some of which will utilize on-street parking. All right-of-way development will be designed to function with pedestrian and bicycle traffic as a primary concern.
- The importance of the existing natural landscape within the overall design is demonstrated by the extent of preservation. Florida friendly landscaping will be used as a significant portion of the overall landscape design throughout the project to minimize water consumption and promote a significant visual connection to the preserved natural environmental open space areas within the PD. Minimal impacts are proposed to the on-site wetlands, which will serve as major greenbelt and wildlife corridors throughout the site. Any wetland impacts will be mitigated on-site to the greatest extent possible. These will be tied together with proposed parks, squares and other recreational amenities which will provide places for social activities within the neighborhoods and proposed community plaza spaces.

Prior PD and CDP Approvals:

This Planned Development amendment will supersede PD15-00011 and CDP09-0001.

2.0 General Description of the Harmony PD

2.1 Project Summary

The 11,030.9 acre site is located within the limits of Osceola County, approximately 4 miles southeast of St. Cloud. The property is bordered on the west by Old Melbourne Highway with frontage along US-192 extending over 9 miles east to the US-192 / US-441 Intersection. The following exhibits are included within this PD Narrative.

- Exhibit A – Legal Description and Parcel Identification Numbers
- Exhibit B - Site Aerial
- Exhibit C - Site Location Map
- Exhibit D – PD Master Development Plan
- Exhibit E– Harmony PD Permitted Uses Table
- Exhibit F – Development Standards Table
- Exhibit G – Sandhill Crane Management Plan
- Exhibit H- Exhibit H-1 and H-2 – Regionally Significant Wetlands
- Exhibit I – Sign CDP09-0001
- Exhibit J – Water Quality Sampling

The project will serve the needs of a growing community and the surrounding area. Varied residential unit types are proposed to respond to a wide range of the residential marketplace. The project will offer a multitude of opportunities ranging from recreation to commercial, office, light industrial and institutional.

The uses identified on the PD Master Plan (Exhibit D) are summarized below. Refer to Exhibit E - Harmony PD Permitted Uses Table for a detailed list of permitted uses within each category.

2.2 General Description of Districts

2.2.1. Residential Mixed Use

The Residential Mixed Use Districts accommodates residential development that may be integrated with supporting commercial uses. The Residential Mixed Uses includes Single Family Detached, Single Family Attached, Multi-Family, Condominium, Apartments and Resort Residential Uses. Additional associated uses that are allowed as permitted uses include restaurants, lodges, clubhouses, conference center, banquet facilities, office and retail.

Office uses will be provided within the development to facilitate the needs of professional practices and service orientated businesses. This District allows for the creation of a Residential Business District where residential units incorporated attached office suites are allowed. Residential Business Districts shall be on a distinct tract or parcel identified by plat for that specific use.

Sporting fields including clustered fields with associated parking and facilities may be allowed in the Residential District, where adequate buffering is provided between residential parcels and the facilities.

Resort Residential uses are also allowed within the Residential Mixed Use Parcel provided that they are located on a separate and distinct parcel identified on the plat with adequate buffering provided between other residential parcels.

Residential Mixed Use District parcels allow for other non-residential uses including schools, neighborhood commercial, and recreation facilities as examples.

Platted residential lots may not use the provisions of this District to convert the use of individual lots to commercial, office or other uses that may be allowed within this District.

2.2.2. Town Center

The Town Center will offer a mix of uses including residential (Single Family, Multi-Family, Resort Residential and apartment rentals), commercial, hotel, office, recreational, institutional, civic (including a sheriff station when identified by the county), and public open spaces. The Town Center will be designed to allow for easy vehicular/bicycle/pedestrian access.

2.2.3 Standard Commercial

The Standard Commercial use designation is intended to encourage economic activity and local employment opportunities for both residents of the Harmony Rural Community and surrounding areas. For this reason this district has been located at the intersection of the proposed extension of Old Melbourne Highway and the multi-modal corridor of US Highway 192 on the eastern portion of the PD. Types of uses found in this category include a variety of retail, office, convenience, entertainment, personal, business, professional services, and other similar consumer commercial uses. Institutional uses which are compatible with and beneficial to the surrounding land use shall also be permitted. Civic uses including a sheriff station when identified by the county shall also be permitted within this designation. Residential uses with a maximum density of 15 dwelling units per acre shall also be permitted within this designation.

2.2.4. Non-Residential Mixed Use

The Non-Residential Mixed Use category is reserved for areas south of US 192 and the eastern area of the project that generally includes utilities, public schools, Harmony Institute facilities, office/warehouse uses, light-industrial uses, storage facilities, and other compatible commercial or institutional uses. Civic uses including a sheriff station when identified by the county shall also be permitted within this designation.

2.2.5. Institutional

The Institutional District includes parcels specifically designated for school, government, worship and other related civic uses. While these uses are also allowed in other Districts, the Institutional District is established to allow only specific institutional related uses.

2.2.6. Recreation Open Space

The Harmony rural community must have at least 50% open space; the development activities must not encroach upon wetlands except for crossings; and measures must be taken to conserve environmentally sensitive lands. "Open Space" consists of wetlands, conserved environmentally sensitive lands, conservation, xeric uplands, habitat preserves, agricultural lands, golf course areas, active and passive outdoor recreation lands and facilities, and utility easements, when determined by the County to meet open space needs. Open space may be used in conjunction with passive recreational activities with the underlying use of the land.

The Harmony rural community may not have a density greater than two dwelling units per

gross acre if it has 50% to 70% open space, and a density greater than three dwelling units per gross acre if it has more than 70% open space.

Recreational opportunities will abound within the project, including a sports complex aimed at providing multiuse sports with associated ancillary structures, administration buildings, and concessions. The two natural lakes will be available to the residents of Harmony. A minimum of one 18 hole golf course is completed and open for play to the community residents and guests. Extensive natural wetlands are being preserved. Multiple active and passive parks are included in the project for regional, neighborhood, and community uses. The Town Center will be developed to facilitate multiple recreational and civic opportunities. The project's overall design will facilitate pedestrian / bicycle movement throughout the property.

2.2.7. Conservation

Conservation areas, lakes, wetlands and dedicated uplands will comprise approximately 7,975 acres of the overall PD. This area consists of preserved wetlands and their associated upland buffers, passive recreational open space associated with flood plain areas and the 3,285 acre Conservation District subject to permitting by the South Florida Water Management District. This Conservation District will maintain passive recreational opportunities by permit and provide for maintenance and enhancement of significant jurisdictional resources for onsite mitigation value for the Harmony Rural Community.

2.3 Development Program

The Harmony PD will be developed on a phased basis as described by the Harmony DRI. See Exhibit D – PD Master Plan. The Phase Matrix provided below specifies the distribution of residential and non-residential units for each phase of development.

Phase 1 Zoning	Units or Sq.Ft.	Phase 2 Units or Sq.Ft.	Phase 3 Units or Sq.Ft.	Total Units or Sq. Ft.
Single Family Residential	2,460 *	840 *	1,300*	4,600*
Multi-Family Residential	600*	500*	500*	1,600*
Resort Residential	400*	300*	300*	1,000*
Commercial	125,000**	125,000**	100,000**	350,000**
Office	250,000**	125,000**	125,000**	500,000**
Light Industrial	350,000**	325,000**	325,000**	1,000,000**
High School (students)	1,500	1,000	0	2,500

* Units, ** Square Feet

3.0 Agricultural, Temporary Uses and Special Events

3.1 Agricultural Uses and Temporary Uses

The rich agricultural heritage of Harmony remains an important element of the Harmony Community. In order to preserve these roots and enhance the overall community as it grows, it is important that the general agricultural use of parcels be encouraged to continue as long as practical on any given parcel.

Agricultural uses, including the construction and maintenance of associated barns, fences, pens, or storage buildings are permitted uses on all unplatted land. These uses may continue following final subdivision approval if the use is a permitted use within the district as allowed through this PD.

3.2 Special Events

Special Events may be conducted on any property within the PD where Special Events are identified as a permitted use in Exhibit E. Anticipated special events include, but are not limited to festivals, fairs, art shows, concerts, plays, community celebrations, holiday celebrations, fireworks, classic car shows, consumer exhibitions, athletic competitions, and parades. Special events held in the Town Center, or on undeveloped parcels outside the Town Center shall not require a Special Event Permit so long as the event complies with the Osceola Code of Ordinances pertaining to noise, fireworks, sanitary facilities, solid waste removal, or other public safety requirements. Events not in compliance with the above listed code requirements shall obtain a permit(s) to meet the pertinent regulations.

4.0 Districts

4.1 Residential Mixed Use District

4.1.1 Residential Uses (Detached and Attached)

The Residential Mixed Use District is similar to a traditional mixed use district in that any of the permitted uses listed in this section are allowed. The primary function of the category remains residential with other uses being complementary to the primary residential uses.

The Residential neighborhoods in Harmony will include a mix of single family detached homes over varying sizes, town homes, condominiums, duplex and triplex units, and apartments. Individual neighborhoods may also include other complimentary uses including schools, parks, clubhouses and similar elements found in a mature pedestrian friendly neighborhood. Parks, squares and greens designed for active use shall be included in each neighborhood. Neighborhood planning shall be done with consideration given to preserving and linking existing natural areas. Architectural styles will be varied but will be generally traditional in nature.

Platted residential lots may not use the provisions of this District to convert the use of individual lots to commercial, office or other uses that may be allowed within this District.

Refer to Section 5.0 for applicable development standards for this District.

4.1.2 Non-Residential Uses

General Office

General offices uses include free standing office buildings with associated parking and site amenities may be permitted.

Neighborhood Commercial

The commercial uses to be located in these areas shall be compatible with and consistent with the surrounding uses. Commercial uses north of US 192 shall be conveniently accessible by pedestrian walkway from adjacent non-commercial districts.

4.1.3 Residential Business Uses

Office Parcels may be developed as Residential Business parcels combining business use with residential units.

In addition to uses similar to and including the permitted uses listed for residential, residential units within the residential business parcels are allowed to include a separate detached or integrated office. Flexible first floor formats may be used to enable near-term first floor residential, with the long term ability to convert to office or business uses, and back to residential again, if the market warrants.

4.1.4 Resort Residential

The Resort Residential Neighborhoods share the same permitted uses as the Residential neighborhoods. Unlike the traditional residential neighborhoods, the Resort Residential Neighborhoods allow for resort development including condominium, hotel development and other similar types of development providing for overnight lodging. Additional associated uses that are allowed as permitted uses include restaurants, lodges, clubhouses, conference center, banquet facilities, office and retail.

4.1.5 Sports Facilities

Sporting fields including clustered fields with associated parking and facilities may be allowed in the Residential Mixed Use District, where adequate buffering is provided between residential parcels and the facilities.

4.1.6 Residential (R2) land use designation

The following standards are established for the Residential (R2) Residential designation:

- 4.1.6.1. Maximum density of 15 units per 1 acre and a minimum density of 2 units per acre. As a goal, minimum density shall strive to achieve 5 units per acre.
- 4.1.6.2. This land use category is generally located in urbanized areas.
- 4.1.6.3. Dwelling unit types permitted within this category include single-family detached housing, duplexes, triplexes, townhouses, garden apartments, and similar residential product types.
- 4.1.6.4. To encourage community schools, public educational facilities are permitted.
- 4.1.6.5. Community support uses, such as utility substations, fire and police stations, parks and community open spaces, and other similar community facilities may be permitted.
- 4.1.6.6. Neighborhood support commercial and institutional uses which are compatible with and generally intended to accommodate the convenience, shopping and service needs of residents living within the immediate surrounding area.
- 4.1.6.7. Neighborhood support commercial sites will not exceed 5 acres.
- 4.1.6.8. New development inconsistent with the Master Development Plan shall require an amendment to the Planned Development and shall meet the following criteria:
 - a. New residential development shall be permitted only when there is an existing or planned elementary school within a one mile radius of the proposed site.

- b. New residential development shall be permitted only when there is an existing or planned Community Park within one mile of the proposed site.
- c. New residential development shall be located within a Town Center Commercial area or within a 3/4 mile of a Standard Commercial area.

4.1.6.9. Development standards for Residential (R2) development shall be consistent with Exhibit G Sections 5.1.1.2 and 5.1.1.3.

4.1.7 Residential (R3) land use designation

The following standards are established for the Residential (R3) designation:

- 4.1.7.1. Maximum density of 25 dwelling units per 1 acre and a minimum density of 8 units per acre. As a goal, minimum density shall strive to achieve 15 units per acre.
- 4.1.7.2. This designation shall encourage a variety of residential design types.
- 4.1.7.3. Dwelling unit types permitted within this category include: townhouses, garden apartments, low-rise apartments, high-rise apartments, and other similar residential product types.
- 4.1.7.4. To encourage community schools, public educational facilities are permitted.
- 4.1.7.5. Community support uses, such as utility substations, fire and police stations, parks and community open spaces, and other similar community facilities may be permitted.
- 4.1.7.6. Neighborhood support commercial and institutional uses which are compatible with and generally intended to accommodate the convenience, shopping, and service needs of residents living within the immediate surrounding area.
- 4.1.7.7. Neighborhood support commercial sites will not exceed 5 acres.
- 4.1.7.8. New development inconsistent with the Master Development Plan shall require an amendment to the Planned Development and shall meet the following criteria:
 - a. New residential development shall be permitted only when there is an existing or planned elementary school within a one mile radius of the proposed site.
 - b. New residential development shall be permitted only when there is an existing or planned Community Park within one mile of the

proposed site.

- c. New residential development shall be located within a Town Center Commercial area or within a 3/4 mile of a Standard Commercial area.

4.1.7.9. Development standards for Residential (R3) development shall be consistent with Exhibit G Sections 5.1.1.2 and 5.1.1.3.

Permitted Uses: Permitted uses are listed in Exhibit E.

Permitted uses are subject to the development standards as defined within this PD. When relevant development standards for a particular use are not defined within this PD, the requirements of the Osceola County Land Development Code shall apply.

Other similar uses which are reasonably implied and are consistent with the objectives of this zoning, based on appropriate consideration of the nature of the intended activity, the character of the neighborhood, the location of the site and its compatibility with adjacent parcels will also be permitted subject to the approval of the County Manager.

4.2 Town Center District

The Town Center will be the primary mixed use hub for the community. It will accommodate a variety of commercial activities in conjunction with civic open spaces and buildings. The Town Center may include residential and workplace uses in deference to the purpose and character of local commercial activities. A visually unified Town Center will be developed to promote community, social and economic activity. The predominant land and building use will be commercial, but will also include supportive office, residential, recreation, civic and cultural activities as well as job opportunities for the community and surrounding region. The Town Center will be developed in the manner of a TND (Traditional Neighborhood Design) with an orientation toward a central park, pedestrian accessibility, street front architecture and a disciplined roadway hierarchy.

The Town Center may include multistory buildings that provide space for businesses on the first floor (primarily retail and service), and for residences or offices on the upper floors. Flexible first floor formats may be used to enable near-term first floor residential, with the long term ability to convert to commercial uses if the market warrants. In live-work buildings, business owners can live above their place of business. Apartment buildings and parking structures are also allowed.

It is desirable, though not required, that government offices and meeting rooms, libraries, community centers, post offices, performing arts centers and other civic buildings that are in complementary scale be located within or adjacent to the Town Center.

The Town Center shall be integrally connected by streets and walkways to abutting residential and other TND parcels.

Resort and Residential Units are an allowed use within the Town Center where adequate buffering is between any traditional residential parcels or tracts.

Permitted uses within the Town Center District are listed in Exhibit E.

Permitted uses are subject to the development standards as defined within this PD. When relevant development standards for a particular use are not defined within this PD, the requirements of the Osceola County Land Development Code shall apply.

Other similar uses not specifically listed in Exhibit E which are reasonably implied and are consistent with the objectives of this zoning, based on appropriate consideration of the nature of the intended activity, the character of this district, the location of the site and its compatibility with adjacent parcels, will also be permitted subject to the approval of the County Manager.

4.3 Non-Residential Mixed Use District

The Non-Residential Mixed Use category is reserved for areas south of US 192 and the eastern area of the project that generally includes water and wastewater utilities, public schools, Harmony Institute facilities, office/warehouse uses, light industrial uses, outdoor RV and Boat storage, storage facilities, and other compatible commercial or institutional uses. Buildings in this district should be architecturally attractive and surrounded by landscaped yards. Manufacturing, assembly utility and warehousing activities will be designed and conducted so that any noise, odor, dust and glare from each operation is completely confined within an enclosed building.

Uses may be dependent on highway connections and result in excessive, but brief, demands on the district street system.

Permitted Uses: Permitted uses are listed in Exhibit E.

Permitted uses are subject to the development standards as defined within this PD. When relevant development standards for a particular use are not defined within this PD, the requirements of the Osceola County Land Development Code shall apply.

Other similar uses which are reasonably implied and are consistent with the objectives of this zoning, based on appropriate consideration of the nature of the intended activity, the character of this district, the location of the site and its compatibility with adjacent parcels, will also be permitted subject to the approval of the County Manager.

4.4 Standard Commercial District

The commercial uses to be located in this area shall be compatible and consistent with the surrounding uses. Commercial uses within this area shall be served by a multi-modal corridor on the eastern portion of the Harmony Community. This PD proposes to extend Old Melbourne Highway from the north property line through development areas in the eastern neighborhoods and terminate the roadway at its intersection with US Highway 192. US Highway 192 will provide for multi-modal access opportunities for vehicular, pedestrian and bicycle opportunities for both the residents of Harmony and surrounding communities. Refer to Section 5.0 for applicable development standards for this District.

Permitted Uses: Permitted uses are listed in Exhibit E.

Permitted uses are subject to the development standards as defined within this PD. Residential uses within this district shall be limited to a maximum of 15 dwelling units per one acre. When relevant development standards for a particular use are not defined within this PD, the requirements of the Osceola County Land Development Code shall apply.

Other similar uses which are reasonably implied and are consistent with the objectives of this zoning, based on appropriate consideration of the nature of the intended activity, the character of this district, the location of the site and its compatibility with adjacent parcels, will also be permitted subject to the approval of the County Manager.

4.5 Institutional District

The Institutional District includes parcels specifically designated for school, government, worship and other related civic uses. While these uses are also allowed in other Districts, the Institutional District is established to allow only specific institutional related uses.

Permitted Uses: Permitted uses are listed in Exhibit E.

Permitted uses are subject to the development standards as defined within this PD. When relevant development standards for a particular use are not defined within this PD, the requirements of the Osceola County Land Development Code shall apply.

Other similar uses which are reasonably implied and are consistent with the objectives of this zoning, based on appropriate consideration of the nature of the intended activity, the character of this district, the location of the site and its compatibility with adjacent parcels, will also be permitted subject to the approval of the County Manager.

4.6 Recreation Open Space District

The Harmony project is designed to provide substantial amounts of open space, active and passive recreation areas and a landscape design using the natural environment. To achieve this design goal this project required to set aside a minimum 50% of the entire project site as open space.

Permitted Uses: Permitted uses are listed in Exhibit E.

Permitted uses are subject to the development standards as defined within this PD. When relevant development standards for a particular use are not defined within this PD, the requirements of the Osceola County Land Development Code shall apply.

Other similar uses which are reasonably implied and are consistent with the objectives of this zoning, based on appropriate consideration of the nature of the intended activity, the character of this district, the location of the site and its compatibility with adjacent parcels, will also be permitted subject to the approval of the County Manager.

4.7 Conservation District

The Conservation District includes Buck and Cat Lakes, wetlands, recreation open space and other dedicated uplands comprising approximately 7,975 acres of the overall PD. A portion of the Conservation District totaling 3,284.7 acres is proposed as a Conservation Easement subject to the permitting requirements of the SFWMD. This Conservation Easement area will maintain passive recreational opportunities by SFWMD permit and provide for maintenance and enhancement of significant jurisdictional resources for onsite mitigation value for the Harmony Rural Community.

Uses allowed within conservation/preservation areas are limited to those that provide limited access to and enjoyment of the conservation areas while also preserving and protecting these areas. These uses may result in minor encroachments into the Conservation/Preservation tracts. Silvicultural or agricultural activities are permitted in the upland areas of the conservation/preservation tracts subject to permitting from the South Florida Water Management District (SFWMD). Any encroachments must minimize impact to the natural and/or intended functions of these conservation/preservation areas.

The on-site wetlands systems, upland buffers, other conservation tracts and mitigation areas shall be regarded as preservation areas for the purpose of protecting their natural attributes and shall have their developmental uses restricted by conservation easement as provided in Florida Statutes. These areas are depicted on the Master Development Plan provided in Section 8 herein. Easements shall be conveyed to the Florida Fish and Wildlife Conservation Commission, the Florida Department of Environmental Protection, Osceola County or other state or federal agency or any organization dedicated to conservation and acceptable to the county.

Upland buffers between on-site wetlands and any type of development or land alteration shall be established in accordance with South Florida Water Management District permit approvals, but shall be no less than an average 50 feet, minimum 25 feet in width for regionally significant wetlands as identified on Exhibits H-1 and H-2.

Regionally significant wetlands and their associated upland buffers as depicted on Exhibits H-1 and H-2 shall be placed under conservation easements. The conservation easements may be conveyed in conjunction with the SFWMD ERP permitting, but in no instance shall be delayed until after construction begins for the parcel permitted.

Permitted Uses: Permitted uses are listed in Exhibit E

Permitted uses are subject to the development standards as defined within this PD and to the permitting conditions of the SFWMD. When relevant development standards for a particular use are not defined within this PD, the requirements of the Osceola County Land Development Code shall apply.

Other similar uses which are reasonably implied and are consistent with the objectives of this zoning, based on appropriate consideration of the nature of the intended activity, the character of this district, the location of the site and its compatibility with adjacent parcels, will also be permitted subject to the approval of the County Manager.

5.0 Development Standards

5.1 Residential Mixed Use

5.1.1. Residential Development Standards

5.1.1.1 Detached Single Family Lots:

Refer to Exhibit G for Relevant Development Standards

Accessory Dwelling Units and Garage Apartments:

A single Accessory Dwelling Unit or a single Garage Apartment is permitted within a Detached Single Family Lot.

An accessory dwelling unit (i.e. residential family suite, bonus room, game room or similar use) is allowed within the primary structure or as an accessory structure on the lot. This accessory unit shall not be sold independent of the principal structure.

Garage apartments are an allowed use (permitted) provided that they are identified on the building permit application and are constructed prior to obtaining a Certificate of Occupancy for the principal dwelling. Development of a garage apartment subsequent to issuance of the Certificate of Occupancy for the principal dwelling may be authorized. If the use of the Garage Apartment is for rental purposes (and not for family use), it will be designated as a 'garage apartment' and will require receipt of 'Rental Qualifications' from the Harmony Architectural Review Board (ARB) as provided in the Declaration of Covenants and Restrictions and will be separately metered for utility purposes. The minimum square footage for a garage apartment is 400 square feet; the maximum is 1,000 square feet.

Garage apartments and residential family suites require 1 additional vehicular parking space. This required space is in compliance where on-street parking is integrated into roadway design. Where roadway design does not provide for on-street parking, an additional parking space shall be provided for on-site of the residential lot. Such design shall require a total of 5 vehicular parking spaces per residential lot.

5.1.1.2 Attached Single Family / Townhome Lots:

Refer to Exhibit G for Relevant Development Standards.

5.1.2 Non Residential Development Standards

Refer to Exhibit G for Relevant Development Standards.

This Section also applies to Multi-Family Development including Condominium and Apartments.

Landscape Buffers or Screen walls between different uses: Visual screening is required when outdoor storage or staging areas are visible from adjacent incompatible uses or in any instance where viewed from a public right-of-way.

Parking: Parking requirements are included in Exhibit G. Where off- site parking is used, a minimum of 50% of the required parking shall be provided on-site. Any off-site parking shall be within 500 ft. of the associated use.

Solid Waste: Dumpsters or compactors must be located within walled enclosures.

5.1.3 Residential Business Standards

Refer to Exhibit G for density and dimensional development standards.

Additional standards related to this use are defined below: Maximum size of the office or business component of each of the permitted lot types is specified below:

Lot Type	Maximum area dedicated to office or business use per residential unit.* (In addition to Residential Area)
Single Family Detached	1,500 SF
Townhome/Multi-Family	900SF

**Office space is not transferable between units.*

Additional Parking Standards:

Parking may be provided through a combination of on-street and off- street parking. The total number of spaces required for non-residential uses and the total number of required ADA spaces will be based on the total amount of non-residential space over the entire parcel. While individual parking spaces will be counted toward individual office units, ADA spaces will be shared among all units. Individual lot owners cannot sell or assign parking spaces to other lots.

Where off-site parking is used, a minimum of 50% of the required parking shall be provided on-site. Any off-site parking shall be within 500 ft. of the associated use.

Minimum parking requirements shall be based on the following:

For the Residence: Minimum of 2 spaces per unit

For the Office: 1 space per 300 SF

5.1.4 Resort Residential

5.1.4.1 Residential

Refer to Exhibit G for Development Standards

5.1.4.2 Non-Residential Uses

Refer to Exhibit G for Development Standards

5.1.5 Residential R2

5.1.5.1 Residential

Refer to Exhibit G for Development Standards

5.1.5.2 Non-Residential Uses

Refer to Exhibit G for Development Standards

5.1.6 Residential R3

5.1.6.1 Residential

Refer to Exhibit G for Development Standards

5.1.6.2 Non-Residential Uses

Refer to Exhibit G for Development Standards

5.2 Town Center

Refer to Exhibit G for Development Standards

Landscape Buffers or Screen walls between different uses: Visual screening is required when outdoor storage or staging areas are visible from adjacent incompatible uses or in any instance where viewed from a public right-of-way.

Solid Waste: Dumpsters or compactors must be located within walled enclosures.

5.3 Non-Residential Mixed Use

Refer to Exhibit G for Development Standards

Landscape Buffers or Screen walls between different uses: Visual screening is required when outdoor storage or staging areas are visible from adjacent incompatible uses or in any instance where viewed from a public right-of-way.

Parking: Overall parking requirements shall be provided in accordance with the Osceola County Land Development Code. Total parking requirements may be satisfied through a combination of onsite parking, on-street parking, and shared off-site parking. Where off-site parking is used, a minimum of 50% of the required parking shall be provided on-site. Any off-site parking shall be within 500 ft. of the associated use.

Solid Waste: Dumpsters or compactors must be located within walled enclosures.

5.4 Standard Commercial

Refer to Exhibit G for Development Standards

Landscape Buffers or Screen walls between different uses: Visual screening is required when outdoor storage or staging areas are visible from adjacent incompatible uses or in any instance where viewed from a public right-of-way.

Parking: Overall parking requirements shall be provided in accordance with the Osceola County Land Development Code. Total parking requirements may be satisfied through a combination of onsite parking, on-street parking, and shared off-site parking. Where off-site parking is used, a minimum of 50% of the required parking shall be provided on-site. Any off-site parking shall be within 500 ft. of the associated use.

Solid Waste: Dumpsters or compactors must be located within walled enclosures.

5.5 Institutional District

Refer to Exhibit H for Development Standards

Landscape Buffers or Screen walls between different uses: Visual screening is required when outdoor storage or staging areas are visible from adjacent incompatible uses or in any instance where viewed from a public right-of-way.

Parking: Overall parking requirements shall be provided in accordance with the Osceola County Land Development Code. Total parking requirements may be satisfied through a combination of onsite parking, on-street parking, and shared off-site parking. Where off-site parking is used, a minimum of 50% of the required parking shall be provided on-site. Any off-site parking shall be within 500 ft. of the associated use.

Solid Waste: Dumpsters or compactors must be located within walled enclosures.

5.6 Recreation / Open Space District Criteria and Standards

5.6.1 General Criteria and Definitions

The Harmony project is designed to provide substantial amounts of open space, active and passive recreation areas and a landscape design using the natural environment. The Harmony PD is required to set aside a minimum of 50% of the overall gross development area as open space.

5.6.1.1. Common Area Open Space:

To achieve the 50% requirement the following uses (both existing and proposed) will be defined as open space.

- Existing natural lakes
- Golf courses, including associated facilities
- Retention/detention ponds
- Pervious access tracts (minimum 20' width)
- Gas line easement
- Parks
- Defined greenbelts and wildlife corridors
- All proposed pedestrian sidewalks and bicycle paths (pervious and impervious).
- Outdoor recreational fields, associated facilities, and sports complex elements.
- Public squares/ courtyards (pervious and impervious)
- Open Air Amphitheaters
- Separate dedicated landscape/utility tracts
- Dedicated uplands
- Sidewalks and Plazas
- Trails and Boardwalks
- Wetlands and associated buffers and upland preserves
- Mitigation areas and Conservation areas

Total Common Open Space Calculations

Wetland Conservation	1,933.7 ac
Lakes (Exclusive of Cat Lake)	518.0 ac
Open Space / Recreation	2,137.4 ac
Xeric Preserve	14.6 ac
Habitat Preserve	26.2 ac
Conservation Easement (Including Cat Lake)	3,284.7 ac
<hr/>	
Total Open Space	7,914.6 ac
Total PD Area	11,030.9

Total % Common Open Space Provided 72%57%

5.6.1.2. Individual Tracts Open Space Requirements**5.6.1.2.a. Residential**

No additional open space will be required for Residential, or Resort Residential. Open space and parks will be provided and interconnected with the uses (pedestrian/bikeway paths). The open space and parks will be dedicated as separate tracts.

5.6.1.2.b. Non-Residential (15% min.)

The following will qualify in meeting the 15% minimum open space requirement for the land use:

- All buffer zones
- All landscape areas including parking lot islands
- All building setbacks to parcel boundary (pervious area)
- Internal wetland preservation areas
- Internal retention/detention ponds designed as amenities (unfenced).
- All pervious areas, including easements
- All permanently undeveloped uplands
- Sidewalks and Plazas

5.6.1.3. Recreation Requirements

Active and passive recreation uses will be located throughout the project to serve individual residential tracts, the overall community and the general public. An 18 hole golf course was developed for community residents and guests. The project will include a minimum of 20-acres of community parks. The

development will include an extensive system of bicycle/pedestrian paths, nature, observation and fitness trails with environmental education stations, greenbelts and buffer areas designed to utilize the extensive amount of natural open space elements that will comprise 70% of the overall site. Pedestrian and bike paths will utilize the roadway systems and or separate bike path systems adjacent to roadways throughout the project. To accomplish this, the framework roads will be constructed in accordance with the LDC.

5.6.1.3.a. Active Recreation

Includes those facilities which provide the necessary equipment and infrastructure for multi-use fields used for organized sports, community tennis courts, volleyball courts, baseball and soccer fields, swimming pools and other recreational facilities.

5.6.1.3.b. Passive Recreation

All other recreational facilities such as (but not limited to):

- The equestrian pathway throughout the entire community
- Passive walking paths, bike trails etc.
- Open space/parks with lighting for public safety only

5.6.2 Development Standards for Sports Complex

Refer to Exhibit G for dimensional development standards.

Maximum Permanent Seating: 1,320 affixed seats

Minimum Parking Allowed for Sports Complex: 1 parking space for every 4 affixed seats.

Maximum Parking Allowed for Sports Complex: 330 parking spaces specifically related to the number of affixed seats (ancillary structures, administration buildings, and concessions may have associated parking based on LDC requirements).

Where off-site parking is used, a minimum of 50% of the required parking shall be provided on-site. Any off-site parking shall be within 500 ft. of the associated use.

5.6.3 Development Standards for Parks:

Development standards for parks are for permitted structures as defined in Exhibit E, such as administrative support, pools, fountains, restrooms, shade structures, play structures and other similar structures associated with park and recreation facilities.

Refer to Exhibit G for associated dimensional development standards.

5.7 Conservation District Criteria and Standards

Substantial areas of the project are to be preserved in their natural state, with limited uses allowed. The following will apply to these areas which are designated on the Master Development Plan (Exhibit D).

5.7.1. Setbacks

The following minimum distances to adjacent wetlands will be adhered to in the project design and construction:

- 5.7.1.1. Storm water wet detention ponds/flow ways are to be no closer than 200 feet, and roadways with underdrains no closer than 50 feet, unless one or more of the following conditions are met:
- 5.7.1.2. Adverse impacts on affected wetland vegetative communities from excessive drying out in part to lateral subsurface seepage from the wetland area(s) in the ponds during drought or low water periods have been determined not to be an applicable issue of concern by the South Florida Water Management District and Osceola County; or
- 5.7.1.3. The South Florida Water Management District and Osceola County accept test, calculations or other information furnished by the applicant through the permitting and project review processes which demonstrate that deviations from the 50 and 200 foot setbacks are appropriate; or
- 5.7.1.4. The elevations of the bottoms of the storm water wet/detention lakes/ponds, flow ways or roadway under drains are higher than the ordinary low water elevation in each potentially impacted wetland area.
- 5.7.1.5. If it is found that deviations from the 50' and 200' setbacks are acceptable by the governing agencies, a 25' minimum setback is required and will be established from all wetlands designated on the Master Development Plan.

5.7.2. Existing Water Body Parameters

- 5.7.2.5. Access to Buck and Cat Lakes will be restricted to members of the Harmony PD, which includes Harmony residents and their accompanying guests, as well as authorized representatives of the Developers, HOAs, CDDs, and other recognized Harmony organizations. A no wake zone will be established to help maintain shoreline vegetation.
- 5.7.2.6. Boat ramps, docks and swimming areas will be designed to protect the wetlands on the lake shoreline to the highest degree possible.
- 5.7.2.7. Boat ramps and community docks will be located in areas currently used for lake access.

5.7.3. Permitted Uses

Permitted uses within conservation/preservation areas are listed in Exhibit E. These uses must result in only minor encroachments into the Conservation/Preservation tracts. No silvicultural or agricultural activities are permitted in these areas. Any encroachments must not adversely impact the natural and/or intended functions of these conservation/preservation areas.

5.7.4. Dedications

All Conservation/Preservation areas within the PD shall be defined by providing the following information at the Preliminary Subdivision (PS) or Site Development Plan approval level of project review.

5.7.4.1. Conservation label as to major function/use.

5.7.4.2. Total acres within tract.

All defined conservation/preservation tracts will have a conservation easement placed over their boundary and dedicated to the South Florida Water Management District, Florida Fish and Wildlife Commission (FFWC), the Florida Department of Environmental Regulation (FDEP), Osceola County or other state or federal agency; or any organization dedicated to conservation and acceptable to Osceola County.

All required maintenance and monitoring of the defined Conservation/Preservation tracts are to be conducted by the Developer and/or its assigns. Statuses of all onsite defined Conservation/Preservation areas are to be addressed and submitted to the appropriate governmental agencies for review pursuant to permit requirements.

5.8 Special Protection Areas Criteria and Standards

5.8.1 Cat Lake Rookery

Permanent educational signs shall be installed at the boat ramp on Cat Lake with information concerning wading birds and the rookery area on the south shore of the lake. The sign should contain biological facts about the nesting habits of these species and warnings about disturbance during nesting season. During periods of active use of the rookery site by wading birds, the Developer or its successors shall be responsible for deployment and maintenance of warning buoys within the lake. These buoys shall be located a minimum of 500 feet waterward from the rookery location. The buoys shall be educational in nature but also restrict encroachment by boat or person during nesting seasons. The placement of buoys shall be subject to permit requirements of the SFWMD.

5.8.3 Sandhill Crane Habitat

The Developer, his successors and assigns shall be responsible for funding and implementing the sandhill crane management plan approved by staff of the FFWCC, DEO and ECFRPC, attached hereto as Exhibit "D". Such plan establishes foraging habitat

within the Phase 1 golf course, and shall also include the preservation and maintenance of 90 acres of grasslands. This plan includes a commitment by the Developer, his successors and assigns, to fund and operate a perpetual maintenance system for the preserve areas and the golf course. To implement the plan, the Developer, his successors and assigns shall adhere to the following requirements:

- 5.8.3.1 Management of the golf course includes standard golf course management techniques. A total of five acres of golf course land littoral zones shall continue to be managed in perpetuity to provide a shallow emergent wetland habitat. Such emergent wetland habitat provides both nesting and foraging habitat for Florida Sandhill Cranes. Littoral zones have been provided within ponds adjacent to wetlands in the golf course.
- 5.8.3.2 Approximately 90 acres of existing pasture will be maintained according to the approved Habitat Management Plan attached herein in Section 8, Exhibit I, until such time that the Site Development Plan (SDP) for the development in the area as approved in the PD has been reviewed and approved by FFWCC and Osceola County. The SDP for development within the area as identified within the PD will identify at least 90 acres that has been approved by the FFWCC as the Sandhill Crane Management area. Upon approval of the SDP, the new areas identified as Sandhill Crane Management Area will be managed in perpetuity according to the approved Habitat Management Plan. This Sandhill Crane Management Area will be placed under conservation easement at the time of SDP approval. The Master Development Plan shall be amended to reflect this change during the next PD Amendment submittal. Gopher tortoises are known to occur on the property. Prior to development within the upland areas of the property, appropriate surveys must be conducted for the presence and density of population of this species of special concern. Permits for development from FFWCC shall be obtained prior to construction activities. Mitigation for impacts to gopher tortoises should be accomplished by expanding the existing on-site gopher tortoise preserve and/or provide another on-site area approved by FFWCC.

5.9 Water Quality

- 5.9.1** In order to effectively monitor the project's effects on surface water conditions, the developer or his successors shall provide for the establishment and operation of a surface water-monitoring program consisting of the following components: Surface water samples shall be collected at the following locations on Exhibit J for the three development phases on the Master Development Plan:

5.9.1.1 Phase 1

- 5.9.1.1.1.** At the following locations as identified on Figure 14-1 (attached as Exhibit M hereto):
WLS-1, C-2, C-3, WLS-2, WLS-3N, WLS-3S, WLS-4

- 5.9.1.1.2.** In the centers of Buck Lake and Cat Lake;

5.9.1.2. Phase 2

- 5.9.1.2.1** Prior to the issuance of final site plan approvals, a proposed surface water-monitoring plan shall be prepared and submitted to the ECFRPC and SFWMD for review and approval.

If water quality standard violations are detected at any sampling station, the applicant shall immediately proceed with the development and implementation of an expanded water quality-sampling program in coordination with the County and the Water Management District.

- 5.9.1.3.** The water samples shall be collected and analyzed at least four times annually on a seasonal basis, with the sampling commencing within six months following the issuance of the building permit for the first phase, with the following schedule being adhered to for both phases of project development:

- 5.9.1.3.1.** At least the initial set of samples for each Development Phase prior to land disturbances associated with clearing, land preparation, construction or other forms of project development activity:

- 5.9.1.3.2.** The sampling period for each phase shall extend at least four years beyond the date of either of the following conditions:

- i. project (phase) build-out; or
- ii. a declaration by the applicant or successors that:

- a. the project (phase) is completed; or
- b. no additional construction is planned or contemplated, regardless of the status of project phasing. However, if project construction should be re-initiated at any time following the declaration, the conditions of the sampling programs shall also be applicable.
- c. Water quality parameters to be measured will be determined by the South Florida Water Management District, with input from the local government of jurisdiction. Collected data shall be furnished to the Water Management District and Osceola County.

5.9.2 The developer (or owners/successors, as applicable) will incorporate additional water quality treatment and/or water management methods into the project's surface water management system to correct or mitigate any degradation if the measures implemented by the developer/owners are found to be ineffective or to adversely impact water quality/quantity conditions on or downstream of the project site.

6.0 Development Infrastructure

6.1 Roads and Alleys

Roads within the Harmony PD will be dedicated and maintained consistent with LDC requirements in one of the three following scenarios:

- 6.1.1. The entire right of way including sidewalks may be dedicated to and maintained by Osceola County where approved and platted as such.
- 6.1.2. Roads from back of curb to back of curb may be dedicated to and maintained by Osceola County with the adjacent landscaping and utility tracts being owned and maintained by the Harmony CDD.
- 6.1.3. Roads may be dedicated to and maintained by a private association. Gates shall be allowed on streets, alleys or sidewalks that are dedicated to a private entity consistent with Land Development Code (LDC) requirements.

(See Paragraph 6.2 for more information regarding landscape and utility tracts). The roadway system will also consist of privately owned and maintained alleys within the town center and residential neighborhoods. Roadway and alley typical sections will vary based on the requirements of the adjacent development and depending on when on-street parking is being provided.

At the Subdivision level of review, the items listed below will be shown as to their precise location, with all dimensions indicated on the plans.

- 1. All proposed right-of-way types will be defined with typical sections and plan views. Typical sections will identify the approximate location of pavement, sidewalks, bikeways and alleys.
- 2. Private and County right-of-way dedication procedures are to be identified.
- 3. Roadway access to the overall site and each individual tract will be identified.
- 4. Landscape and utility tracts will be identified as to location.
- 5. Other forms of access, including pedestrian, bikeway and equestrian will be identified on the plans as to appropriate locations.

6.2 Landscape and Utility Tracts

Landscape and Utility Tracts shall be owned by a Community Development District or Osceola County and function as public right of way for the purpose of sidewalks, street trees, street lighting and other utilities and drainage infrastructure. Landscape and Utility tracts shall be at least 12' in width with sidewalks at least 4' in width.

Landscape and Utility Tracts associated with private streets and/or within gated neighborhoods will be owned and maintained by the same private association that owns and maintains the

streets consistent with LDC requirements.

6.3 Parking Standards

Unless specified within the development standards of the applicable use category included in Section 5 of this PD, parking shall meet the minimum requirements of the Osceola County Land Development Code.

Accessible Parking shall be provided in conformance with applicable ADA guidelines.

Alternative parking standards are acceptable for infrequent parking uses associated with Harmony Institute uses, or other Institutional or Special Event uses. Acceptable alternative parking standards for infrequent use include grass parking or stabilized unpaved parking surfaces. When the proposed activity conforms to the requirements of this PD, the alternative parking plan does not require additional review.

6.4 Landscaping Standards

Landscape design guidelines are to be prepared and submitted for review at the SDP level of project review. Items to be included within the SDP landscape design guidelines will include:

- 6.4.1. Defined plant palette
- 6.4.2. Landscape buffer planting requirements
- 6.4.3. Right-of-way planting requirements
- 6.4.4. Specific use planting requirements (per land use)
- 6.4.5. Parking lot planting requirements
- 6.4.6. Tree planting requirements (per land use)
- 6.4.7. Irrigation requirements

Implementation of the landscape design guidelines will take place at the SDP level of project development with the submittal depicting all element locations and compliance with the Osceola County Land Development Code Article 4.8.

6.5 Site Lighting

All exterior lighting shall be dark sky friendly through the use of fixtures that point downward and have full cut-off or partial cut-off glare shields, or are sufficiently low lumens to cause de minimus light pollution.

The Illuminating Engineering Society of North America defines full cutoff as light distribution that occurs at or above an angle 90 degrees above the bottom of the light source.

6.6 Water and Wastewater Utilities

The Harmony PD will utilize central water and sewer services within the Osceola County Urban Growth Boundary. The parcels identified on the Master Development Plan for open space and

passive recreational opportunities to the north and east of Cat Lake shall be subject to the Rural/Ag FLUM Policies of the Osceola County Comprehensive Plan.

6.7 Storm Water Management

Stormwater management treatment facilities will be located in upland areas outside of the jurisdictional wetlands on the project site. Spreader swales will be used to disperse storm water into wetlands and water bodies, limiting discharge velocities.

Shoreline banks created along on-site storm water ponds greater than 5 acres in area shall include littoral zones with slopes no steeper than a 5:1 horizontal to vertical ratio and shall be planted in, or allowed to be colonized by, native emergent and submergent vegetation excluding cattails. The applicant shall ensure, by replanting if necessary, that at least 80 percent cover by native aquatic vegetation is established within the littoral zone (to include at minimum the area between ordinary high water and ordinary low water) for the duration of the project.

Reverse swales/berms will be constructed adjacent to the existing citrus grove irrigation canals to prevent untreated storm water runoff into the canals from proposed development in upland areas.

The owner/CDD shall establish and implement an inspection and maintenance program for all components of the surface water management system for the project site to include:

- Storm water facility operating inspections on a regular basis.
- Routine maintenance activities.
- Proper management, maintenance and procedures training for ground keeping and maintenance staff dealing with the described swale system. The training would include purpose and functions, acceptable maintenance/management methods and the prevention of fertilizer, pesticide and herbicide applications.
- Ensure the swale system is being properly maintained by conducting annual inspections.

Compensatory storage sites shall be located near (above or below) the 100-year flood limit in order to provide for effective storage volume within the floodplain.

6.8 Master Signage

Signage shall adhere to the standards as specified in the Harmony Master Signage Comprehensive Development Plan (CDP09-0001) and hereby incorporated into this PD as Exhibit I in Section 8 as approved by the Osceola County Board of County Commissioners.

6.9 Gas Distribution Pipe Line Easement

An existing gas transmission easement transects the Harmony PD from the northwest to the southeast generally paralleling US 192.

The following minimum restrictions apply to any activity within this existing gas pipeline easement:

- No residential structures are allowed within the easement.
- Road and utility crossings of the easement are allowed only following written approval from the gas company.
- Roads and utilities are not permitted to run within the easement except for crossings as described above.
- Gas company representatives must be notified in writing a minimum of one week prior to the start of approved construction activity.
- No earthwork operations are permitted within the easements without written approval from the gas company.
- No fences or signs are allowed without prior written authorization from the gas company.

7.0 Waivers from Osceola County Land Development Code

The Harmony PD will provide many opportunities for its residence and visitors. With the wide range of mixed uses that are proposed, density variations across the entire site and the Traditional Neighborhood Development design theme driving the overall creation of the project, unique design opportunities will arise during the design development process. Additional waivers or variances from the Osceola County Land Development Code may be requested during the Preliminary Subdivision (PS) or Site Development Plan (SDP) process.

Safe sight distances at intersections shall be confirmed as part of the Preliminary Subdivision (PS) review process or Site Development Plan (SDP) process.

8.0 Exhibits

Exhibit A Legal Description and Parcel Identification Numbers

Exhibit B Site Aerial

Exhibit C Site Location Map

Exhibit D PD Master Development Plan

Exhibit E Harmony PD Permitted Uses Table

Exhibit F Development Standards Table

Exhibit G Sandhill Crane Management Plan

Exhibit H-1 and H-2 Regionally Significant Wetlands

Exhibit I Sign CDP09-0001

Exhibit J Water Quality Sampling

Appendix B: Survey made available online to all Harmony homeowners.

Harmony Resident Survey--Due Wednesday, January 24, 6 pm.

All of us have heard about the fast-moving decisions that the new Harmony developer is making about the future of our community. The rapid decisions by the developer mean that our CDD Board is being pressured to make important decisions right now about our community's future. Should we just save money wherever possible? What should we do about decisions that can only be made now, because options and opportunities are slipping away? How much should we care about amenities that might be made available to Harmony residents now and in the future, especially when such amenities cost real money? You can help our Board make decisions that best reflect the residents (us) who have to pay the bill. **Please respond by Wednesday, January 24, 6 pm.**

Please mark a number from 1 to 5 with 1 being the strongest agreement and 5 being the strongest disagreement.

The CDD Board should avoid spending money for anything other than meeting our bond obligations and paying necessary bills, even if this forecloses the possibility of additional amenities such as a community center in Harmony.	Strongly Agree 1 2 3 4 5	Strongly Disagree
The CDD Board should be willing to spend money to keep Harmony as was originally planned--giving priority to preserving and extending open space, including spending money to ensure open space in front of Buck Lake.	Strongly Agree 1 2 3 4 5	Strongly Disagree
The CDD Board should improve the community by building another pool to accommodate our increasing numbers of residents, even if it would require a special assessment on the residents (estimated \$40 - \$166 annually per residence for 10 years for a \$2 Million structure).	Strongly Agree 1 2 3 4 5	Strongly Disagree
The CDD Board should improve the community by building a community center for residents of all ages, even if it would require a special assessment on the residents (estimated additional \$40 - \$166 annually per residence for 10 years for a \$2 Million structure).	Strongly Agree 1 2 3 4 5	Strongly Disagree

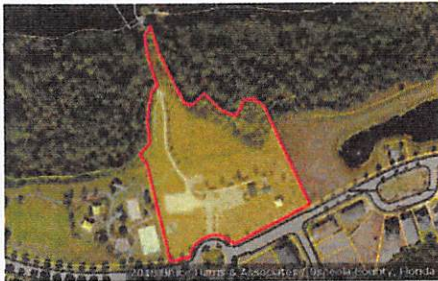
REMEMBER: THIS IS SURVEY FOR HARMONY HOMEOWNERS ONLY.
PLEASE VOTE ONLY ONCE.

Appendix C: Tax map Parcel BL-1 from Osceola County Tax Appraiser's Office.



Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser
www.property-appraiser.org
Osceola County Government Center
2505 East Irla Bronson Memorial Hwy, Kissimmee, FL 34744
Ph: (407) 742-5000 Fax: (407) 742-4900

Parcel: 30-26-32-2614-TRAC-VC10



Owner Information

Owner Name HARMONY FLORIDA LAND LLC
Mailing Address 1750 W BROADWAY STE 111
OVIEDO, FL 32765
Physical Address 3300 SCHOOLHOUSE RD, HARMONY FL 34773
Description RESIDENTIAL COMMON ELEMENTS/AREA IMP
Tax District 300 - OSCEOLA COUNTY

Tax Values

Current Values

Current Value represents working appraised values as of 01/04/2018, which are subject to change prior to certification

Land	\$1
AG Benefit	\$0
Extra Features	\$1
Buildings	\$0
Appraised(just)	\$2
Assessed(estimated)	\$2
Exemption(estimated)	\$0
Taxable(estimated)	\$2

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Certified Values

Certified Value represents certified values that appeared on the tax roll as of 10/03/2017

Land	\$1
AG Benefit	\$0
Extra Features	\$1
Buildings	\$0
Appraised(just)	\$2
Assessed*	\$2
Exemption	\$0
Taxable	\$2

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	5214-1789	\$24,250,000	2017-09-27	SW
1	3801-2423	\$100	2009-01-29	CD
2	2387-0717	\$100	2003-11-10	QC

Land Information - Total Acreage: 5.14

Land Description	Units	Depth	Land Type	Land Value
RURAL ACREAGE	5.14	0.00	AC	\$154,200

Extra Features

Extra Feature	Units	Year Built	Feature Value
PAVILLION AVERAGE	576	2003	\$2,880
CONCRETE PAVEMENT AVERAGE	3720	2003	\$6,008
ASPHALT PAVMENT AVERAGE	6893	2003	\$4,032
LIGHTS FAIR	3	2003	\$1,404
DOCK WITH RAILING GOOD	4774	2003	\$21,006

Legal Description

Legal Description	BIRCHWOOD VC-1 TRACT PB 14 PGS 173-174 TRACT VC-1 19, 30, 26, 32
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Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser

Appendix D: Examples of Community Centers in Osceola County.

Appendix D: Examples of Osceola County Community Centers



Kenansville Community Center

1176 S. Canoe Creek Road
Kenansville, FL 34739
724-388-0526

2 acres

- Active Acreage
- Community Center / Meeting Space
- Playground
- Pavilion / Picnic / Cookout
- Restrooms



Narcoossee Community Center

5354 Rambling Road
St. Cloud, FL 34771
407-891-9934

10 acres

- Passive Acreage
- Community Center / Meeting Space
- Playground *
- Pavilion / Picnic / Cookout
- Restrooms



Holopaw Community Center

8801 Community Center Road
Holopaw, FL 34773

35 acres

- Active Acreage
- Community Center / Meeting Space
- 2 Softball Fields
- Hiking / Walking Trails
- 2 Playgrounds
- Restrooms
- Conservation Area
- Undeveloped Land



Yeehaw Junction Park

3660 Maple Lane
Okeechobee, FL 34972

3 acres

- Passive Acreage
- Active Acreage
- Basketball Court
- Playground
- Pavilion / Picnic / Cookout

Appendix D: Examples of Osceola County Community Centers



Robert Guevera Community Center

501 Florida Parkway
Kissimmee, FL 34743

5 acres

- Active Acreage
- Community Center / Meeting Space
- Basketball Court *
- Tennis Court
- Playground
- Restrooms



Oak Street Park Community Center

[717 N. Palm Ave.](#)

[Kissimmee, FL 34741](#)

Phone: [\(407\) 518-2360](#)

1. Aerobics
2. Banquet Facilities
3. BBQ Grills
4. Childcare
5. Community Room
6. Drinking Fountain
7. Fitness Programs
8. Meeting Rooms
9. Open Space
10. Picnic Tables
11. Playground
12. Recreation Programs
13. Restrooms
14. Room Rental
15. Senior Center (Programs)
16. Shelter/Pavilion
17. Tennis Courts

Appendix E: Maintenance costs of representative centers in Osceola County.

COMMUNITY RESOURCES
ESTIMATED ANNUAL MAINTENANCE COSTS

DESCRIPTION	HOLOPAW COMMUNITY CENTER	KENANSVILLE COMMUNITY CENTER
Other Contractual		
Pest Control	\$420	\$216
Water Monitoring		\$300
Caretaker		\$3,600
Communications		
Phone	\$3,081	\$1,119
Internet	\$1,248	\$1,008
Utility Services		
Dumpster	\$1,164	\$936
Utlities	\$5,336	\$6,005
Repair & Maintenance		
Facility Repairs	\$718	\$2,439
Fire Alarm Monitoring	\$143	\$143
Fire Extinguisher Preventive Maintenance	\$109	\$38
Fire Sprinkler Preventive Maintenance	\$300	
HVAC Preventive Maintenance & Filters	\$225	\$95
Ice Machine	\$540	
Landscaping	\$973	\$1,492
Septic Services/Hoot System	\$175	
Wax Floors	\$1,482	\$1,209
Bathroom Repairs		\$4,783
Interior/Exterior Paint	\$14,990	
Resurface Parking Lot		\$4,245
Replace Roof		\$23,900
Sulfur Block		\$1,650
Permitting		
Well Permit		\$140
Equipment		
Tables & Chairs Replacement	\$11,211	\$2,513
Operating Supplies		
Janitorial Supplies	\$495	\$495
Gas & Oil		
Propane		\$185
ESTIMATED ANNUAL EXPENDITURES	\$42,610	\$56,510

Sixth Order of Business

6C.

6Ci.

December/January 2017/2018

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
- Ongoing refurbishment park bench frames
- Routine check on Play areas for safety and wasp nests.
- Replaced dog potty bin.
- Canopies at Lakeshore Park have been replaced.
- Added Solar lights to Butterfly and Dancer art.
- Replaced regular light for Solar light at Dog Park pavilion.
- Added construction barrier at Mud area Dog Park.
- Added benches and trashcans on Butterfly sidewalk.
- Started pressure washing project.
- Water fountain dog Park in refurbishment.
- Butterfly Sidewalk has been completed and approved. Waiting for trees.
- Painting project for touch up Town square has started.
- Paving project Ashley Park back alleys and parking completed.
- Tree replacement Hurricane Irma pending.

Ponds

- See Pond reports.
- Hydrilla chemicals ordered.

Irrigation

- All Clocks inspected & adjusted as needed.
- 1 clock repair still pending.
- Mainline brake repaired at Dog park

Pools Operations

- Pools checked, chemically balanced and cleaned daily.
- Refurbishment Swim club started January 8th until January 31th
- Replaced pool light Swim club with LED light.
- Replaced flow meter at Splash pad.

Boat Maintenance

- All propellers weekly checked and cleaned.
- Kayak Dock repair still pending.
- Replacement 3 seats under warranty.
- 2 solo seats have been replaced on the bass boat.
- Repaired damage front of 20ft Pontoon.

Buck Lake Activities

- Boat Orientation held at the Dock, 12 attended.
- Added weather station.

Access Cards

- Approximately 18 ID cards have been made this month.

End of report

6C.ii.

HARMONY CDD

Gerhard van der Snel

Date	Resident	Time	M W Th	F S	Total Pass	20' Pont	16' Pont	16' SunTrk	18' Bass	Canoe	Kayak	Comments
12/9/2017	Jonathan Platt	7:30 - 10:30 AM			2				X			
12/9/2017	Le Drake	9:00 - 12:00 PM			2	X						
12/9/2017	Roberto Silva	9:00 - 12:00 PM			6			X				
12/9/2017	Shawn Camner	9:30 - 11:00 AM			3		X					
12/9/2017	Rodrigo Mella	2:30 - 4:00 PM			8	X						
12/10/2017	Miguel Ramos	7:30 - 10:30 AM		X	6			X				
12/10/2017	Ray Walls	8:00 - 11:00 AM		X	4	X						
12/10/2017	Donald Rice	9:30 - 10:30 AM		X	2		X					
12/11/2017	Le Drake	8:30 - 11:30 AM	X		2	X						
12/11/2017	Jose Mendonca	10:30 - 1:30 PM	X		2		X					
12/14/2017	Jason Lewis	8:00 - 11:00 AM			5	X						
12/14/2017	neville pennington	8:00 - 11:00 AM			1				X			
12/14/2017	Daniel Drake	8:30 - 11:30 AM			2		X					
12/14/2017	Sarah Stevens	11:00 - 2:00 PM			3			X				
12/15/2017	neville pennington	8:00 - 11:00 AM			1				X			
12/15/2017	Daniel Drake	8:30 - 11:30 AM			2	X						
12/15/2017	Susan Mullins	8:30 - 11:30 AM			2			X				
12/16/2017	Susan Mullins	7:30 - 10:00 AM			2			X				
12/16/2017	Daniel Drake	8:30 - 11:30 AM			2		X					
12/16/2017	Sue Murphy	10:00 - 1:00 PM			3				X			
12/16/2017	Sarah Stevens	11:00 - 2:00 PM			7	X						
12/16/2017	Cathy Kimura	12:30 - 3:30 PM			2			X				
12/17/2017	Donald Rice	7:30 - 10:30 AM		X	2		X					
12/17/2017	neville pennington	9:00 - 12:00 PM		X	1				X			
12/17/2017	Daniel Drake	9:00 - 12:00 PM		X	2	X						
12/17/2017	Jonathan Platt	12:00 - 3:00 PM		X	2			X				
12/18/2017	Daniel Drake	8:30 - 11:30 AM	X		2	X						
12/18/2017	neville pennington	8:30 - 11:30 AM	X		1				X			
12/18/2017	Le Drake	9:00 - 12:00 PM	X		2	X						
12/18/2017	Jim Warren	1:00 - 4:00 PM	X		2			X				
12/20/2017	neville pennington	7:30 - 10:30 AM			1				X			
			10	23	355	32	21	24	22	0	14	
			Total									
			Passengers: 355									
			Total Trips: 113									

Date	Resident	Time	M W Th	F S S	Total Pass	20' Pont	16' Pont	16' SunTrk	18' Bass	Canoe	Kayak	Comments
12/20/2017	Le Drake	8:30 - 11:30 AM			2	X						
12/21/2017	Jason Lewis	9:00 - 12:00 PM			4			X				
12/21/2017	Paul O'Leary	10:00 - 2:00 PM			1						X	
12/21/2017	Paul O'Leary	10:00 - 2:00 PM			1						X	
12/21/2017	Paul O'Leary	10:00 - 2:00 PM			1						X	
12/21/2017	Paul O'Leary	10:00 - 2:00 PM			1						X	
12/22/2017	neville pennington	8:00 - 11:00 AM			1				X			
12/22/2017	Daniel Drake	8:30 - 11:30 AM			2	X						
12/23/2017	Ray Walls	7:30 - 10:00 AM			4		X					
12/23/2017	Bob Warden	7:30 - 10:30 AM			2			X				
12/23/2017	neville pennington	8:00 - 11:00 AM			1				X			
12/23/2017	Sarah Stevens	11:00 - 2:00 PM			8	X						
12/27/2017	neville pennington	7:30 - 10:30 AM			1				X			
12/27/2017	Paul Mier	9:00 - 12:00 PM			3			X				
12/27/2017	Amber Sorrough	10:00 - 2:00 PM			2						X	
12/27/2017	Amber Sorrough	10:00 - 2:00 PM			1						X	
12/27/2017	Amber Sorrough	10:00 - 2:00 PM			1						X	
12/27/2017	Amber Sorrough	10:00 - 2:00 PM			1						X	
12/27/2017	Amber Sorrough	10:00 - 2:00 PM			1						X	
12/27/2017	Brian Miller	1:00 - 4:00 PM			4	X						
12/28/2017	Jonathan Platt	7:30 - 10:30 AM			2		X					
12/28/2017	neville pennington	8:00 - 11:00 AM			1				X			
12/28/2017	Michael Huzar	10:00 - 12:00 PM			7	X						
12/28/2017		10:00 - 12:00 PM			6			X				
12/29/2017	Martin Koerner	8:00 - 11:00 AM			6	X						
12/29/2017	neville pennington	8:00 - 11:00 AM			1				X			
12/29/2017	Derek Knappins	8:00 - 11:00 AM			4		X					
12/29/2017	Sue Murphy	10:00 - 1:00 PM			5			X				
12/29/2017	Adam Newborn	1:00 - 4:00 PM			8	X						
12/29/2017	Mauricio Perez	2:30 - 4:00 PM			4		X					
12/30/2017	Jonathan Platt	7:30 - 10:30 AM			2				X			
12/30/2017	Jose Mendonca	9:00 - 12:00 PM			8	X						
12/30/2017	Sue Murphy	9:00 - 12:00 PM			6			X				
12/30/2017	Martin Koerner	9:30 - 12:30 PM			4		X					
			10	23	355	32	21	24	22	0	14	
			Total									
			Passengers: 355									
			Total Trips: 113									

Date	Resident	Time	M W Th	F S	Total Pass	20' Pont	16' Pont	16' SunTrk	18' Bass	Canoe	Kayak	Comments
12/30/2017	Brian Miller	1:30 - 4:00 PM			2				X			
12/30/2017	Jack Forstberg	2:00 - 4:00 PM			4			X				
12/31/2017	Rodrigo Mella	8:30 - 11:00 AM		X	4		X					
12/31/2017	Rodrigo Mella	8:30 - 11:30 AM		X	1						X	
12/31/2017	Rodrigo Mella	8:30 - 11:30 AM		X	1						X	
12/31/2017	Rodrigo Mella	8:30 - 11:30 AM		X	1						X	
12/31/2017	neville pennington	9:00 - 12:00 PM		X	1				X			
12/31/2017	Martin Koerner	9:00 - 12:00 PM		X	6			X				
12/31/2017	Sarah Stevens	9:30 - 12:00 PM		X	8	X						
1/3/2018	Martin Koerner	8:00 - 11:00 AM			4		X					
1/3/2018	Le Drake	8:30 - 11:30 AM			2	X						
1/3/2018	Rodrigo Mella	8:30 - 11:30 AM			1						X	
1/3/2018	Rodrigo Mella	8:30 - 11:30 AM			1						X	
1/3/2018	Paul Mier	9:00 - 12:00 PM			3			X				
1/3/2018	Adam Newborn	10:00 - 1:00 PM			8	X						
1/4/2018	Maria Whitney	10:00 - 1:00 PM			4		X					
1/4/2018	Maria Whitney	10:00 - 1:00 PM			8	X						
1/4/2018	Michael Giberson	10:00 - 1:00 PM			3			X				
1/5/2018	Daniel Drake	8:30 - 11:30 AM			2	X						
1/5/2018	George Schiro	11:00 - 2:00 PM			6			X				
1/6/2018	Le Drake	9:00 - 12:00 PM			2	X						
1/6/2018	Brian Miller	1:00 - 4:00 PM			5			X				
1/7/2018	Donald Rice	7:30 - 10:30 AM		X	2		X					
1/7/2018	Lester McNeely	9:00 - 12:00 PM		X	4			X				
1/7/2018	neville pennington	9:00 - 12:00 PM		X	1				X			
1/7/2018	Brian Miller	9:30 - 12:30 PM		X	6	X						
1/7/2018	Jack Forstberg	2:00 - 4:00 PM		X	4			X				
1/8/2018	Jonathan Platt	7:30 - 10:30 AM	X		2				X			
1/8/2018	Le Drake	8:30 - 11:30 AM	X		2	X						
1/8/2018	neville pennington	9:00 - 12:00 PM	X		1		X					
1/8/2018	Michael Giberson	10:00 - 1:00 PM	X		1				X			
1/10/2018	Paul Mier	9:00 - 12:00 PM			4	X						
1/10/2018	neville pennington	10:00 - 1:00 PM			1				X			
1/11/2018	neville pennington	7:30 - 10:30 AM			1				X			
			10	23	355	32	21	24	22	0	14	
			Total									
			Passengers: 355									
			Total Trips: 113									

Date	Resident	Time	M W Th	F S S	Total Pass	20' Pont	16' Pont	16' SunTrk	18' Bass	Canoe	Kayak	Comments
1/11/2018	Le Drake	8:30 - 11:30 AM			2		X					
1/11/2018	Karen Grissom	10:00 - 1:00 PM			8	X						
1/12/2018	neville pennington	7:30 - 10:30 AM			1				X			
1/12/2018	Le Drake	8:30 - 11:30 AM			3		X					
1/12/2018	Karen Grissom	10:00 - 1:00 PM			8	X						
1/13/2018	Daniel Drake	8:30 - 11:30 AM			3		X					
1/13/2018	Mark Catanese	10:00 - 1:00 PM			6	X						
1/13/2018	Karen Grissom	10:00 - 1:00 PM			8	X						
1/13/2018	Kawoley Juggernaut	1:00 - 4:00 PM			2				X			
1/13/2018	Paul Mier	2:30 - 4:00 PM			2			X				
1/14/2018	Donald Rice	7:30 - 10:30 AM		X	2		X					
1/14/2018	Brian Miller	9:00 - 12:00 PM		X	6	X						
1/14/2018	Jack Forstberg	10:00 - 1:00 PM		X	4			X				
1/14/2018	Jason Lewis	1:00 - 4:00 PM		X	4		X					
			10	23	355	32	21	24	22	0	14	
Total												
Passengers: 355												
Total Trips: 113												

6C.iii.

Facebook report December 2017 / January 2018

On Dec 20th a resident had a request to have the gates fixed at the big dog park. CDD fixed gates.

On December 22nd a resident asked if the drain can be unclogged at the pavilion of the dog Park. Also to have the light of the pavilion at the dog park to be fixed. CDD added solar lights.

On December 23rd a resident reported the water fountain leaking. Fountain removed and is currently under refurbishment.

On December 31st a resident asked for the swings to be lubricated at the Dog Park.

On January 5th a resident had a concern about a stop sign being fallen over on a county rd. Advised resident to call road and bridges.

On January 7th a resident had a concern on trash collection in a street of Ashley Park. Notified resident action has been taken with Waste Management.

On January 11th a resident asked why the fountains are not on at the 192 side Ashley Park. Advised resident to contact Mr Shoopman.

On January 12th a resident had a concern on a dog potty lid being loose at dog park. Parts ordered.

On January 12th a resident had a concern on ADA transition on Darksky Dr. Reported issue to Road and Bridges.

On January 13th a resident had a concern on streetlight being stuck. Called in issue with OUC. Resident also had a question about the No Trespassing signs at the boardwalks. Answered question according to agreement with Sheriff Department.

On January 14th a resident asked same question on No Trespassing signs. Answered the question.

On January 14th a resident had a concern about ants at Darksky Dr. Forwarded concern to Servello.

On January 14th a resident had a concern on a tree in front of their house. Forwarded this concern to Servello.

On January 14th a resident had a request for more lighting in Rosewood Park behind Harmony sign. Referred resident to attend the next CDD meeting. Also the resident had a concern on the common area sod quality. Issue is still pending with Lennar.

End of Report

6C.iv.

January 2018
Harmony CDD Monthly Pond Report

Pond #		Name	Acres	<div><div>Duckweed</div><div>Algae</div><div>Cattail</div><div>Pennywort</div><div>Grasses</div><div>Spatterdock</div></div>						Remarks	Treatment Plan
Map Quickview, click here Internet access not required			SEVERITY: L1=minimal L2=moderate L3=significant L4=extreme Blank - indicates non issue							<ul style="list-style-type: none">• Se Clear G - Algae• Komeen Crystals - Hydrilla• SonarOne - Hydrilla• Diquat - Littoral plants	
Map Links Below require internet											
1	H-1		1.4								
2	H-1		1		L2	L1					
3	H-1		2.3								
4	H-2		3.7		L2			L2			
5	Cherry Hill		2.8		L2						
6	S. Long Pond		3.1					L2			
7	N. Long Pond		3.1					L2			
8	Dog Park Tr.		3.5		L1						
9	Dog Park Tr.		1								
10	Dog Park		3								
11	Estates N.		1.8		L2				Algae/latorial	Copper/RU 50gal	
12	Estates S.		1.7		L1				Algae/latorial	Copper/RU 150gal	
13	Golf Course		1.5		L2						
14	Golf Course		1.5		L2						
15	Golf Course		4		L2						
16	Golf Course		3.4		L2						
17	Golf Course		1.4		L2						
18	Golf Course		2		L2						
19	Golf Course		5.3		L2						
20	Golf Course		3.5								
21	Golf Course		2.3		L2						
22	Golf Course		3.2		L3						
23	Golf Course		2		L3						
24	Golf Course		2		L3				Algae	Copper 150gal.	
25	Golf Course		0.5		L1						
26	Golf Course		0.7								
27	Golf Course		0.7								
28	Golf Course		1.3								
29	Golf Course		1.2		L2						
30	Golf Course		2.3								
31	Golf Course		1.1								
32	Golf Course		2								
33	W. Lake		1.3		L2			L2			
34	W. Lake		0						Future pond, not active		
35	W. Lake		0						Future pond, not active		
36	N. Lake		0						Future pond, not active		
37	E. Lake		3						No treatment required	New pond	
38	E. Lake		0.5						No treatment required	New pond	
39	S. Lake		3.3						No treatment required	New pond	
40	S. Lake		1.4						No treatment required	New pond	
41	S. Lake		2.3						No treatment required	New pond	
42	S. Lake		5.2						No treatment required	New pond	
43	Waterside		3						Hydrilla	Copper 50lbs.	
44	DOT		6								
45	DOT		3.6								
46	DOT		2		L3				L2		
47	Maintenance		0.4								
TOTAL ACRES		102.3	Total size (in acres) of all ponds combined								
AVG. TREATED ACRES		20.5	Average treated pond area is roughly 20%								
Additonal Notes:		Ponds #5 & #43 - hydrilla dormant. Product ordered - SonarOne (80lbs) Treatment Scheduled for end of February.									

Seventh Order of Business

7A

HARMONY
Community Development District

Financial Report
December 31, 2017

MEMORANDUM

TO: Board of Supervisors
FROM: Priscilla Lenzen, Senior Accountant
CC: Bob Koncar, District Manager
DATE: January 16, 2018
SUBJECT: December Financial Report

Please find attached the December 2017 financial report. During your review, please keep in mind that the goal is for revenue to meet or exceed the annual budget and for expenditures to be at or below the annual 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 priscilla.lenzen@inframark.com

General Fund

- Total Revenue through December are approximately 55% of the annual budget.
 - ▶ Non Ad Valorem Assessments Tax Collector collections are approximately at 55%. Developer assessments are placed on the Tax Collector Roll.
- Total Expenditures through December were at a favorable 21% of the annual budget.
 - ▶ Administrative
 - P/R-Board of Supervisors - Payroll for meetings and workshops.
 - ProfServ-Legal Services - General Counsel Invoices with Young Qualls, P.A.
 - ProfServ-Mgmt Consulting Serv - Credits administered for Legal Fees.
 - ProfServ-Special Assessment - Paid in full.
 - Insurance - General Liability - Paid in full.
 - ▶ Landscaping Services
 - Contracts-Landscape - Includes new contract with Servello with new neighbors.
 - ▶ Utilities
 - Lease - Street Light - OUC utility services was reviewed and verified; currently at 32% of adopted budget.
 - ▶ Operation & Maintenance
 - R&M-Equipment Boats - Includes part and repairs.
 - Cap Outlay - Sidewalk Impr - Butterfly Drive Sidewalk
 - Cap Outlay - Vehicles - Purchase of Trailer.

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Harmony
Community Development District

Financial Statements

(Unaudited)

December 31, 2017

Balance Sheet
December 31, 2017

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2014 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	SERIES 2015 CAPITAL PROJECTS FUND	TOTAL
ASSETS					
Cash - Checking Account	\$ 2,235,362	\$ -	\$ -	\$ -	\$ 2,235,362
Due From Other Funds	-	660,499	503,472	-	1,163,971
Investments:					
Certificates of Deposit - 12 Months	101,615	-	-	-	101,615
Money Market Account	599,054	-	-	-	599,054
Construction Fund	-	-	-	28,996	28,996
Prepayment Account	-	-	226,839	-	226,839
Reserve Fund	-	604,410	340,000	-	944,410
Revenue Fund	-	217,581	232	-	217,813
Prepaid Items	5,106	-	-	-	5,106
TOTAL ASSETS	\$ 2,941,137	\$ 1,482,490	\$ 1,070,543	\$ 28,996	\$ 5,523,166
LIABILITIES					
Accounts Payable	\$ 56,246	\$ -	\$ -	\$ -	\$ 56,246
Accrued Expenses	58,886	-	-	-	58,886
Deferred Revenue	2,272	2,147	-	-	4,419
Due To Other Funds	1,163,971	-	-	-	1,163,971
TOTAL LIABILITIES	1,281,375	2,147	-	-	1,283,522
FUND BALANCES					
Nonspendable:					
Prepaid Items	5,106	-	-	-	5,106
Restricted for:					
Debt Service	-	1,480,343	1,070,543	-	2,550,886
Capital Projects	-	-	-	28,996	28,996
Assigned to:					
Operating Reserves	250,000	-	-	-	250,000
Reserves-Renewal & Replacement	99,188	-	-	-	99,188
Reserves - Self Insurance	50,000	-	-	-	50,000
Reserves - Sidewalks & Alleyways	165,000	-	-	-	165,000
Unassigned:	1,090,468	-	-	-	1,090,468
TOTAL FUND BALANCES	\$ 1,659,762	\$ 1,480,343	\$ 1,070,543	\$ 28,996	\$ 4,239,644
TOTAL LIABILITIES & FUND BALANCES	\$ 2,941,137	\$ 1,482,490	\$ 1,070,543	\$ 28,996	\$ 5,523,166

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2017

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 3,000	\$ 750	\$ 1,203	\$ 453
Special Assmnts- Tax Collector	1,359,659	815,795	1,083,910	268,115
Special Assmnts- CDD Collected	571,967	142,992	-	(142,992)
Special Assmnts- Discounts	(54,386)	(32,631)	(43,287)	(10,656)
Access Cards	1,200	300	280	(20)
Facility Revenue	300	300	435	135
Facility Membership Fee	1,200	-	-	-
TOTAL REVENUES	1,882,940	927,506	1,042,541	115,035
<u>EXPENDITURES</u>				
<u>Administration</u>				
P/R-Board of Supervisors	11,200	2,400	4,000	(1,600)
FICA Taxes	857	184	306	(122)
ProfServ-Arbitrage Rebate	1,200	-	-	-
ProfServ-Dissemination Agent	1,500	-	-	-
ProfServ-Engineering	8,000	2,001	1,352	649
ProfServ-Legal Services	40,000	10,000	12,575	(2,575)
ProfServ-Mgmt Consulting Serv	55,984	13,996	9,783	4,213
ProfServ-Property Appraiser	779	779	-	779
ProfServ-Special Assessment	8,822	8,822	8,822	-
ProfServ-Trustee Fees	10,024	-	-	-
Auditing Services	4,600	-	-	-
Postage and Freight	750	187	220	(33)
Insurance - General Liability	30,499	30,499	25,220	5,279
Printing and Binding	2,000	501	266	235
Legal Advertising	900	225	49	176
Misc-Records Storage	150	37	-	37
Misc-Assessmnt Collection Cost	27,193	16,316	20,812	(4,496)
Misc-Contingency	2,600	650	25	625
Office Supplies	300	75	17	58
Annual District Filing Fee	175	175	200	(25)
Total Administration	207,533	86,847	83,647	3,200
<u>Field</u>				
ProfServ-Field Management	230,000	57,498	49,322	8,176
Total Field	230,000	57,498	49,322	8,176

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2017

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Landscape Services</u>				
Contracts-Mulch	61,981	-	-	-
Contracts - Landscape	395,753	98,939	119,173	(20,234)
Cntrs-Shrub/Grnd Cover Annual Svc	21,432	5,358	1,920	3,438
R&M-Irrigation	10,000	2,500	1,195	1,305
R&M-Trees and Trimming	20,000	5,000	-	5,000
Miscellaneous Services	25,000	6,250	-	6,250
Total Landscape Services	534,166	118,047	122,288	(4,241)
<u>Utilities</u>				
Electricity - General	35,000	8,750	7,862	888
Electricity - Streetlighting	90,000	22,500	17,784	4,716
Utility - Water & Sewer	130,000	32,499	19,039	13,460
Lease - Street Light	123,000	30,750	39,809	(9,059)
Cap Outlay - Streetlights	403,651	-	-	-
Total Utilities	781,651	94,499	84,494	10,005
<u>Operation & Maintenance</u>				
Communication - Telephone	3,720	930	1,075	(145)
Utility - Refuse Removal	3,720	930	945	(15)
R&M-Ponds	12,500	3,125	104	3,021
R&M-Pools	15,000	3,750	4,134	(384)
R&M-Roads & Alleyways	10,000	2,500	-	2,500
R&M-Sidewalks	5,000	1,250	834	416
R&M-Vehicles	15,000	3,750	1,032	2,718
R&M-Equipment Boats	7,500	1,875	1,517	358
R&M-Parks & Facilities	30,000	7,500	3,108	4,392
Miscellaneous Services	2,400	600	788	(188)
Misc-Contingency	5,000	1,250	1,572	(322)
Misc-Security Enhancements	5,000	1,250	754	496
Op Supplies - Fuel, Oil	2,750	687	811	(124)
Cap Outlay - Sidewalk Impr	-	-	36,796	(36,796)
Cap Outlay - Vehicles	12,000	12,000	9,100	2,900
Total Operation & Maintenance	129,590	41,397	62,570	(21,173)

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending December 31, 2017

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
TOTAL EXPENDITURES	1,882,940	398,288	402,321	(4,033)
Excess (deficiency) of revenues Over (under) expenditures	-	529,218	640,220	111,002
Net change in fund balance	\$ -	\$ 529,218	\$ 640,220	\$ 111,002
FUND BALANCE, BEGINNING (OCT 1, 2017)	1,019,542	1,019,542	1,019,542	
FUND BALANCE, ENDING	\$ 1,019,542	\$ 1,548,760	\$ 1,659,762	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2017

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 1,000	\$ 250	\$ 525	\$ 275
Special Assmnts- Tax Collector	1,171,335	702,801	695,405	(7,396)
Special Assmnts- CDD Collected	86,844	34,738	-	(34,738)
Special Assmnts- Discounts	(46,853)	(28,112)	(27,772)	340
TOTAL REVENUES	1,212,326	709,677	668,158	(41,519)
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessmnt Collection Cost	23,427	14,056	13,353	703
Total Administration	23,427	14,056	13,353	703
Principal Debt Retirement	565,000	-	-	-
Principal Prepayments	-	-	15,000	(15,000)
Interest Expense	633,312	316,656	316,656	-
Total Debt Service	1,198,312	316,656	331,656	(15,000)
TOTAL EXPENDITURES	1,221,739	330,712	345,009	(14,297)
Excess (deficiency) of revenues Over (under) expenditures	(9,413)	378,965	323,149	(55,816)
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(9,413)	-	-	-
TOTAL FINANCING SOURCES (USES)	(9,413)	-	-	-
Net change in fund balance	\$ (9,413)	\$ 378,965	\$ 323,149	\$ (55,816)
FUND BALANCE, BEGINNING (OCT 1, 2017)	1,157,194	1,157,194	1,157,194	
FUND BALANCE, ENDING	\$ 1,147,781	\$ 1,536,159	\$ 1,480,343	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2017

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 300	\$ 75	\$ 313	\$ 238
Special Assmnts- Tax Collector	488,878	293,327	623,901	330,574
Special Assmnts- CDD Collected	604,398	241,759	-	(241,759)
Special Assmnts- Discounts	(19,555)	(11,733)	(24,916)	(13,183)
TOTAL REVENUES	1,074,021	523,428	599,298	75,870
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessmnt Collection Cost	9,778	5,867	11,980	(6,113)
Total Administration	9,778	5,867	11,980	(6,113)
Principal Debt Retirement	425,000	-	-	-
Principal Prepayments	-	-	45,000	(45,000)
Interest Expense	633,106	316,553	316,553	-
Total Debt Service	1,058,106	316,553	361,553	(45,000)
TOTAL EXPENDITURES	1,067,884	322,420	373,533	(51,113)
Excess (deficiency) of revenues Over (under) expenditures	6,137	201,008	225,765	24,757
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	6,137	-	-	-
TOTAL FINANCING SOURCES (USES)	6,137	-	-	-
Net change in fund balance	\$ 6,137	\$ 201,008	\$ 225,765	\$ 24,757
FUND BALANCE, BEGINNING (OCT 1, 2017)	844,778	844,778	844,778	
FUND BALANCE, ENDING	\$ 850,915	\$ 1,045,786	\$ 1,070,543	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2017

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ -	\$ 14	\$ 14
TOTAL REVENUES	-	-	14	14
<u>EXPENDITURES</u>				
TOTAL EXPENDITURES	-	-	-	-
Excess (deficiency) of revenues				
Over (under) expenditures	-	-	14	14
Net change in fund balance	\$ -	\$ -	\$ 14	\$ 14
FUND BALANCE, BEGINNING (OCT 1, 2017)	-	-	28,982	
FUND BALANCE, ENDING	\$ -	\$ -	\$ 28,996	

Harmony
Community Development District

Supporting Schedules

December 31, 2017

**Non-Ad Valorem Special Assessments
Osceola County Tax Collector - Monthly Collection Report
For the Fiscal Year Ending September 30, 2018**

					Allocation by Fund		
Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	General Fund	Series 2014 Debt Service Fund	Series 2015 Debt Service Fund
				(1)	(1)	(1)	
ASSESSMENTS LEVIED FY 2018				\$ 4,359,816	\$ 1,966,386	\$ 1,261,576	\$ 1,131,855
Allocation %				100%	45.10%	28.94%	25.96%
11/09/17	\$ 7,531.91	\$ 336.36	\$ 153.71	\$ 8,021.98	\$ 3,618.11	\$ 2,321.28	\$ 2,082.59
11/24/17	\$ 183,624.40	\$ 7,807.19	\$ 3,747.44	\$ 195,179.03	\$ 88,030.60	\$ 56,477.86	\$ 50,670.57
12/15/17	1,647,975.12	70,067.11	33,632.14	1,751,674.37	790,048.75	506,872.18	454,753.43
12/28/17	421,965.05	17,764.47	8,611.52	448,341.04	202,212.97	129,733.93	116,394.14
TOTAL	\$ 2,261,096	\$ 95,975	\$ 46,145	\$ 2,403,216	\$ 1,083,910	\$ 695,405	\$ 623,901

Collected in % 55% 55% 55% 55%

TOTAL OUTSTANDING	\$ 1,956,600	\$ 882,475	\$ 566,170	\$ 507,954.33
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Note (1) - Variance with budget is due to moving Developer assessments direct bill to Tax Collector

Cash and Investment Report
December 31, 2017

General Fund

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
(1) Checking Account- Operating	CenterState Bank	Interest Bearing Account	n/a	0.05%	\$2,229,551
Debit Account	CenterState Bank	Debit Account	n/a	0.05%	\$5,811
				Subtotal	\$2,235,362
Certificate of Deposit	BankUnited	12 month CD	2/10/2018	1.015%	\$101,615
Money Market Account	Stonegate Bank	Money Market Account	n/a	0.45%	\$357,077
Money Market Account	BankUnited	Money Market Account	n/a	0.77%	\$241,977
				Subtotal	\$599,054

Debt Service and Capital Projects Funds

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2014 Prepayment Fund	US Bank	US Bank Governmental Obligation Fund	n/a	0.05%	\$0
Series 2014 Reserve Fund	US Bank	US Bank Governmental Obligation Fund	n/a	0.05%	\$604,410
Series 2014 Revenue Fund	US Bank	US Bank Governmental Obligation Fund	n/a	0.05%	\$217,581
Series 2015 Interest Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$0
Series 2015 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$226,839
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%	\$232
Series 2015 Construction Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$28,996
				Subtotal	\$1,418,058
				Total	\$4,354,089

(1) January 2018 Transfers: Transferred \$1,319,306 to US Bank, and Transferred \$525,483 to Bank United Money Market

Construction Report**Series 2015 Bonds****Recap of Capital Project Fund Activity Through December 31, 2017****Source of Funds:**

	Amount
Opening Balance in Construction Account	\$ 200,000
Opening Balance in Cost of Issuance account	145,130
Interest Earned	
Construction Account	\$ 185
Cost of Issuance Account	4
Transferred to Revenue Account (includes balance of Cost of Issuance)	(1,905)
	<u>\$ (1,716)</u>

Total Source of Funds:**\$ 343,414****Use of Funds:**

Disbursements:

Cost of Issuance	\$ 143,229
Streetlights Buy Down	100,000
Capital Outlay - Vehicle	15,240
Improvement - Park	55,947

Total Use of Funds:**\$ 314,416****Available Balance in Construction Account at December 31, 2017****\$ 28,996**

7B.

Invoice Approval Report # 213

January 12, 2018

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
AMERITAS LIFE INSURANCE CORP.	121517	R	\$ 155.00
		Vendor Total	\$ 155.00
BOYD CIVIL ENGINEERING	01746	A	\$ 638.52
		Vendor Total	\$ 638.52
BRIGHT HOUSE NETWORKS	028483501122317	R	\$ 89.98
	028483401010118	R	\$ 109.29
		Vendor Total	\$ 199.27
CROP PRODUCTION SERVICES, INC.	34779954	R	\$ 1,162.50
		Vendor Total	\$ 1,162.50
DEPARTMENT OF ECONOMIC OPPORTUNITY	69912	R	\$ 200.00
		Vendor Total	\$ 200.00
ERIN SOLTYS	121417	R	\$ 10.00
		Vendor Total	\$ 10.00
FEDEX	6-013-72901	R	\$ 11.60
	6-021-64874	R	\$ 11.60
	6-028-90221	R	\$ 16.01
	6-044-67152	R	\$ 31.70
		Vendor Total	\$ 70.91
FLORIDA RESOURCE MGT LLC-ACH	53719	R	\$ 6,877.75
	54217	R	\$ 7,074.06
		Vendor Total	\$ 13,951.81
FLORIDA SITE & SEED, INC.	1092	R	\$ 36,796.05
		Vendor Total	\$ 36,796.05
HOME DEPOT CREDIT SERVICES	120817-5353	R	\$ 10.83
		Vendor Total	\$ 10.83
INFRAMARK, LLC	26131	A	\$ 8,822.00
	26198	A	\$ 596.52
		Vendor Total	\$ 9,418.52
KINCAID INC	1253	R	\$ 125.00
		Vendor Total	\$ 125.00
NORTH SOUTH SUPPLY, INC.	3144513	R	\$ 73.88
	3145582	R	\$ 27.61
	3145284	R	\$ 81.95
		Vendor Total	\$ 183.44

Invoice Approval Report # 213

January 12, 2018

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
ORLANDO UTILITIES COMMISSION-ACH	120817 ACH 12/26/17	R	\$ 2,650.48
	121517 ACH	R	\$ 17,134.46
		Vendor Total	\$ 19,784.94
POOLSURE	101295577829	R	\$ 420.00
	101295576695	R	\$ 420.00
	101295575706	R	\$ 300.00
	101295576415	R	\$ 60.00
	101295577949	R	\$ 60.00
	101295578252	R	\$ 375.00
	101295578240	R	\$ 262.50
		Vendor Total	\$ 1,897.50
POOLWORKS	120321	R	\$ 140.00
	120530	R	\$ 20,000.00
	120498	R	\$ 202.00
		Vendor Total	\$ 20,342.00
PROPET DISTRIBUTORS INC.	120283	R	\$ 54.35
		Vendor Total	\$ 54.35
RUBBER SURFACING SPECIALISTS, INC.	INV-0108	R	\$ 6,500.00
		Vendor Total	\$ 6,500.00
SERVELLO & SONS	146264	R	\$ 39,724.26
		Vendor Total	\$ 39,724.26
SHOP MARKETPLACE	INV-0013948504	R	\$ 1,701.90
		Vendor Total	\$ 1,701.90
SPRINT SOLUTIONS, INC.	244553043-052	R	\$ 474.39
	244553043-053	R	\$ 377.34
		Vendor Total	\$ 851.73
SSPS INC.	73939	R	\$ 394.21
	73981	R	\$ 356.37
		Vendor Total	\$ 750.58
SUN PUBLICATIONS DBA	300103032	R	\$ 49.38
	00063624	R	\$ 54.94
		Vendor Total	\$ 104.32
TOHO WATER AUTHORITY-ACH	121617-ACH	R	\$ 6,459.63
		Vendor Total	\$ 6,459.63

Harmony

Community Development District

General Fund

Invoice Approval Report # 213

January 12, 2018

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
WALKER TECHNICAL SERVICES	1684	R	\$ 300.00
		Vendor Total	\$ 300.00
WASTE CONNECTIONS OF FLORIDA	1127697	R	\$ 316.88
		Vendor Total	\$ 316.88
WATER CANNON INC.	758449	R	\$ 9,099.99
		Vendor Total	\$ 9,099.99
YOUNG QUALLS, P.A.	15345	A	\$ 7,798.50
		Vendor Total	\$ 7,798.50
Total			\$ 178,608.43
Total Invoices			\$ 178,608.43

HARMONY
Community Development District

Check Register

December 1 -December 31, 2017

HARMONY
Community Development District

Payment Register by Fund
For the Period from 12/1/2017 to 12/31/2017
(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<u>GENERAL FUND - 001</u>								
001	54686	12/08/17	BOYD CIVIL ENGINEERING	01690	ENGINEERING 10/2/17-10/29/17	ProfServ-Engineering	531013-51501	\$638.52
001	54687	12/08/17	BRIGHT HOUSE NETWORKS	028483501112317	0050284835-01 11/28-12/27	Misc-Security Enhancements	549911-53910	\$90.79
001	54688	12/08/17	BRIGHT HOUSE NETWORKS	028483401120117	12/06-01/05 000284834-01	Misc-Security Enhancements	549911-53910	\$109.29
001	54689	12/08/17	KINCAID INC	1220	HOLDING TANK PMP OUT	Miscellaneous Services	549001-53910	\$125.00
001	54690	12/08/17	NORTH SOUTH SUPPLY, INC.	3136337	IRR SUPPLIES	R&M-Irrigation	546041-53902	\$240.87
001	54691	12/08/17	ORLANDO SENTINEL	000000000-A	NOTICE OF MEETING JUNE 2017	Legal Advertising	548002-51301	\$365.01
001	54692	12/08/17	POOLSURE	101295577413	ASHLEY PARK POOL BLEACH DEC.	R&M-Pools	546074-53910	\$60.00
001	54693	12/08/17	POOLSURE	10129557772	SWIM CLUB BLEACH	R&M-Pools	546074-53910	\$285.00
001	54694	12/08/17	POOLWORKS	120220	BLB/GASKET POOL REPR	R&M-Pools	546074-53910	\$220.00
001	54695	12/08/17	INFRAMARK, LLC	24535	MANAGEMENT SVCS OCT 2017	ProfServ-Mgmt Consulting Serv	531027-51201	\$4,665.33
001	54695	12/08/17	INFRAMARK, LLC	24535	MANAGEMENT SVCS OCT 2017	Postage and Freight	541006-51301	\$23.92
001	54695	12/08/17	INFRAMARK, LLC	24535	MANAGEMENT SVCS OCT 2017	Printing and Binding	547001-51301	\$55.70
001	54695	12/08/17	INFRAMARK, LLC	24535	MANAGEMENT SVCS OCT 2017	Office Supplies	551002-51301	\$5.50
001	54695	12/08/17	INFRAMARK, LLC	24535	MANAGEMENT SVCS OCT 2017	REFUND OF FINANCE CHARGE	551002-51301	(\$10.61)
001	54696	12/08/17	SSPS INC.	73732	REBUILD KIT FOR DRUM ASSEMBLY	R&M-Sidewalks	546084-53910	\$367.68
001	54697	12/08/17	YOUNG QUALLS, P.A.	15333	GENERAL COUNSEL THRU 10/31	ProfServ-Legal Services	531023-51401	\$4,776.50
001	54698	12/08/17	AMERITAS LIFE INSURANCE CORP.	120117	LIFE INS P010-520895 DEC 2017	ProfServ-Field Management	531016-53901	\$254.36
001	54699	12/08/17	FLORIDA SITE & SEED, INC.	1092	BUTTERFLY DRIVE SIDEWALK	Construction in Progress	565001-53901	\$36,796.05
001	54700	12/20/17	CROP PRODUCTION SERVICES, INC.	34779954	CHEMICALS	Misc-Contingency	549900-53910	\$1,162.50
001	54701	12/20/17	FEDEX	6-013-72901	NOV POSTAGE	Postage and Freight	541006-51301	\$11.60
001	54702	12/20/17	POOLSURE	101295577829	CHEMICALS	R&M-Pools	546074-53910	\$420.00
001	54703	12/20/17	SERVELLO & SONS	146264	LANDSCAPE MAINT DEC 2017	Cntrs-Landscape/Irrigation Maint	534171-53902	\$39,724.26
001	54704	12/20/17	SHOP MARKETPLACE	INV-0013948504	JAN 2018 HLTH INSURANCE	Prepaid Items	155000	\$1,701.90
001	54705	12/20/17	SPRINT SOLUTIONS, INC.	244553043-052	10/26-11/25/17 SERVICE	244553043	541003-53910	\$474.39
001	54706	12/20/17	WASTE CONNECTIONS OF FLORIDA	1122305	DEC 2017 WASTE SRV	Utility - Refuse Removal	543020-53910	\$316.62
001	54707	12/20/17	WATER CANNON INC.	758449	TRAILER/PARTS	Misc-Contingency	549900-53910	\$9,099.99
001	54708	12/22/17	POOLSURE	101295576695	CHEMICALS	R&M-Pools	546074-53910	\$420.00
001	54709	12/22/17	POOLSURE	101295575706	BLEACH	R&M-Pools	546074-53910	\$300.00
001	DD184	12/07/17	FLORIDA RESOURCE MGT LLC-ACH	53223	PAYROLL PE 12/03/17	ProfServ-Field Management	531016-53910	\$7,203.33
001	DD190	12/20/17	TOHO WATER AUTHORITY-ACH	11617-ACH	10/16-11/16/17 WTR ACH	Utility - Water & Sewer	543021-53903	\$6,417.85
001	DD191	12/26/17	ORLANDO UTILITIES COMMISSION-ACH	120817 ACH 12/26/17	11/09-12/07 UTILITIES	Electricity - General	543006-53903	\$2,650.48
001	DD192	12/01/17	ORLANDO UTILITIES COMMISSION-ACH	100917-ACH	9/11-10/9/17 ELEC ACH POOL	drft 10/30/17	543006-53903	\$422.40
001	DD194	12/21/17	FLORIDA RESOURCE MGT LLC-ACH	53719	PAYROLL PE 12/17/17	ProfServ-Field Management	531016-53901	\$6,877.75

HARMONY
Community Development District

Payment Register by Fund
For the Period from 12/1/2017 to 12/31/2017
(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
001	54682	12/07/17	STEVEN P. BERUBE	PAYROLL	December 07, 2017 Payroll Posting			\$369.40
001	54683	12/07/17	RAYMOND D. WALLS, III	PAYROLL	December 07, 2017 Payroll Posting			\$369.40
001	54684	12/07/17	DAVID L. FARNSWORTH	PAYROLL	December 07, 2017 Payroll Posting			\$369.40
001	54685	12/07/17	WILLIAM BOKUNIC	PAYROLL	December 07, 2017 Payroll Posting			\$369.40
001	54710	12/26/17	STEVEN P. BERUBE	PAYROLL	December 26, 2017 Payroll Posting			\$184.70
001	54711	12/26/17	RAYMOND D. WALLS, III	PAYROLL	December 26, 2017 Payroll Posting			\$184.70
001	54712	12/26/17	DAVID L. FARNSWORTH	PAYROLL	December 26, 2017 Payroll Posting			\$184.70
001	54713	12/26/17	WILLIAM BOKUNIC	PAYROLL	December 26, 2017 Payroll Posting			\$184.70
Fund Total								\$128,488.38

Total Checks Paid	\$128,488.38
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HARMONY
Community Development District

Debit Card Invoices

December 1 - December 31, 2017

Monthly Debit Card Purchases			
December 31, 2017			
December Receipts			
Date	Vendor	Description	Amount
12/4/2017	Amazon.com	2 High Back Bucket Toddler Swing Seat & Chain	79.90
12/4/2017	Amazon.com	2 Drawer & Cabinet Locks	9.18
12/5/2017	Amazon.com	2 Lysol Disinfectant Spray & 3 Lysol Surface Cleaner	41.95
12/6/2017	Sunoco	Fuel	27.54
12/6/2017	Amazon.com	Y Bend T-Handle Wrench	16.00
12/8/2017	Harmony Town Square Market	Purified Water 8 cases	23.80
12/8/2017	Amazon.com	2 Drawer & Cabinet Locks	10.89
12/11/2017	Amazon.com	Push Retainer Kit - Car Auto Push Pin	24.55
12/11/2017	Amazon.com	Screw & U Nut/U Clip Assortment	14.99
12/11/2017	iTunes	50 MG storage	0.99
12/13/2017	Amazon.com	2 Pet Wastecans	239.98
12/13/2017	Synergy Rents - Orlando	Bobcat parts	101.26
12/13/2017	Sunoco	Fuel	40.36
12/14/2017	WAWA	Fuel	58.27
12/18/2017	Amazon.com	Extendable Pole Saw & Pruner	49.97
12/19/2017	Amazon.com	Waterproof Solar Spotlight & Cleaning Supplies	50.98
12/20/2017	Amazon.com	Do Not Feed Wildlife Sign	28.99
12/20/2017	Amazon.com	Lenox Saw Blade	17.22
12/21/2017	Race Trac	Fuel	60.40
12/21/2017	Shell	Fuel	40.00
12/21/2017	Aplus- Sunoco	Fuel	39.49
12/21/2017	U-Haul	Towing Vehicle - Pressure Washer	37.57
12/26/2017	Amazon.com	3 Solar Spotlights	77.97
12/27/2017	Aplus- Sunoco	Fuel	31.49
12/28/2017	Amazon.com	Rubbermaid 10 Piece Refill Pack	69.42
12/28/2017	Amazon.com	Skin Cleanser Refill Pack (12)	57.51
12/29/2017	Amazon.com	Drinking Water Fountain	210.26
		TOTAL	1,460.93
G/L Coding			
R&M - Parks & Facilities		546225.53910.5000	898.01
R&M - Vehicles		546104.53910.5000	140.80
R&M - Contingency		549900.53910.5000	24.79
R&M-Sidewalk		546084.53910.5000	37.57
R&M - Equipment Boats		546223.53910.5000	16.00
R&M - Irrigation		546041.53902.5000	17.22
			1,460.93

amazon.com

Final Details for Order #113-1505492-7633826Print this page for your records.**Order Placed:** December 2, 2017**Amazon.com order number:** 113-1505492-7633826**Order Total: \$79.90****Shipped on December 3, 2017****Items Ordered**2 of: *High Back Full Bucket Toddler Swing Seat with Plastic Coated Chains -* **Price** \$39.95*Swing Set Accessories*Sold by: BOM Exclusives ([seller profile](#))

Condition: New

Shipping Address:Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United StatesItem(s) Subtotal: \$79.90
Shipping & Handling: \$0.00
-----Total before tax: \$79.90
Sales Tax: \$0.00
-----**Total for This Shipment: \$79.90**
-----**Shipping Speed:**

Two-Day Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$79.90
Shipping & Handling: \$0.00
-----**Billing address**GERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United StatesTotal before tax: \$79.90
Estimated tax to be collected: \$0.00
-----**Grand Total: \$79.90**To view the status of your order, return to [Order Summary](#).[Conditions of Use](#) | [Privacy Notice](#) © 1996-2017, Amazon.com, Inc. or its affiliates

Approved G v/d Snel 12/27/2017

amazon.com

Final Details for Order #114-2144966-6309021Print this page for your records.

Order Placed: December 4, 2017
Amazon.com order number: 114-2144966-6309021
Order Total: \$9.18

Shipped on December 4, 2017

Items Ordered	Price
2 of: Prime-Line U 9941 Drawer & Cabinet Lock, 5/8 in., Diecast, Stainless Steel, 5/16 in. Max. Panel, PRIME LINE PRODUCTS Sold by: Amazon.com LLC	\$4.59
Condition: New	

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

Item(s) Subtotal: \$9.18
Shipping & Handling: \$0.00

Total before tax: \$9.18
Sales Tax: \$0.00

Total for This Shipment: \$9.18

Shipping Speed:
Two-Day Shipping

Payment information

Payment Method:
Debit Card | Last digits: 4354

Item(s) Subtotal: \$9.18
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: \$9.18
Estimated tax to be collected: \$0.00

Grand Total: \$9.18

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

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Approved G v/d Snel 12/27/2017

**Final Details for Order #114-5131192-2445053**
Print this page for your records.

Order Placed: December 5, 2017
Amazon.com order number: 114-5131192-2445053
Order Total: \$41.95

Shipped on December 5, 2017

Items Ordered	Price
3 of: <i>Lysol Clean & Fresh Multi-Surface Cleaner, Lemon & Sunflower, 120oz (3X40oz)</i> Sold by: Amazon.com LLC	\$7.43
Condition: New	
2 of: <i>Lysol Disinfectant Spray, Crisp Linen, 38oz (2X19oz)</i> Sold by: Amazon.com LLC	\$9.83
Condition: New	

Shipping Address:

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

Item(s) Subtotal: \$41.95
Shipping & Handling: \$0.00

Total before tax: \$41.95
Sales Tax: \$0.00

Total for This Shipment: \$41.95
-----**Shipping Speed:**

Two-Day Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$41.95
Shipping & Handling: \$0.00

Total before tax: \$41.95
Estimated tax to be collected: \$0.00

Billing address

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

Grand Total: \$41.95

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

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

12/5/2017 , 7:42:50 AM
Transaction #: 1795488
Register #: 2

Dispensed Amount \$27.54
Pre-Pay Fuel Sale
Pump #:10Regular (87)
11.575 Gallons @ \$2.379/Gal \$27.54

FOR CREDIT FUEL SALES, CARD ONLY
CHARGED AMOUNT DISPENSED

Sub. Total: \$27.54
Tax: \$0.00
Total: \$27.54
Discount Total: \$0.00
MasterCard: \$27.54
Change \$0.00
Join Our Loyalty Program And Save

Term: JD12417328001
Appr: 042502
Seq#: 040100

Capture
MasterCard
XXXXXXXXXXXX4354
Swiped

12/05/2017 07:39:35

Thank You For
Shopping Sunoco

Approved G v/d Snel 12/06/2017

amazon.com

Final Details for Order #113-5326462-2418638Print this page for your records.

Order Placed: December 5, 2017
Amazon.com order number: 113-5326462-2418638
Seller's order number: 511593752
Order Total: \$16.00

Shipped on December 5, 2017**Items Ordered**

1 of: *Pit Posse PP31214 Y-Bend T-Handle Wrench 14mm 17mm 19mm*
Sold by: Boss Powersports Outlet ([seller profile](#))

Condition: New
Fast Shipping!

Price
\$14.95

Shipping Address:

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

Item(s) Subtotal: \$14.95
Shipping & Handling: \$0.00

Total before tax: \$14.95
Sales Tax: \$1.05

Total for This Shipment: \$16.00
-----**Shipping Speed:**

Economy Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$14.95
Shipping & Handling: \$0.00

Billing address

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

Total before tax: \$14.95
Estimated tax to be collected: \$1.05

Grand Total: \$16.00**Credit Card transactions**MasterCard ending in 4354: December 5, 2017: \$16.00To view the status of your order, return to [Order Summary](#).

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Approved G v/d Snel 12/27/2017

12/6/2017 2:03 PM
Store: 1

Sales Receipt #131681

Customer Copy

Harmony Town Square Market

7250 Harmony Square Drive South
Harmony, FL 34773

David Buck - Store Manager
(407) 892-0148

www.facebook.com/townsquaremarket

Cashier:

Item #	Qty	Price	Ext Price
6427	8	\$2.97	\$23.80
ROXANE PURIFIED			

Local Sales Tax

Subtotal:

\$23.80

0 % Tax

+ \$0.00

RECEIPT TOTAL:

\$23.80

Credit Card: \$23.80 XXXX4354
MasterCard

Reference # 1000062559 Auth=071933
Entry: Swiped Merchant # ***55613

Signature

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



www.HarmonyFL.com



Approved G v/d Snel 12/06/2017

amazon.com

Final Details for Order #114-0193242-6897879Print this page for your records.**Order Placed:** December 7, 2017**Amazon.com order number:** 114-0193242-6897879**Order Total: \$10.89****Shipped on December 9, 2017****Items Ordered**

1 of: Prime-Line Products U 9943KA Drawer & Cabinet Lock, 7/8 in., Diecast, \$6.98
Stainless Steel, 9/16 in. Max. Panel
Sold by: Amazon.com LLC

Condition: New

1 of: Prime-Line Products U 9943KA Drawer & Cabinet Lock, 7/8 in., Diecast, \$3.91
Stainless Steel, 9/16 in. Max. Panel
Sold by: Warehouse Deals, Inc

Condition: Used - Good

Minor cosmetic imperfection on top, front or sides of item. Item will come repackaged.

Shipping Address:

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

Item(s) Subtotal: \$10.89
Shipping & Handling: \$0.00

Total before tax: \$10.89
Sales Tax: \$0.00

Total for This Shipment: \$10.89
-----**Shipping Speed:**

Two-Day Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$10.89
Shipping & Handling: \$0.00

Billing address

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

Total before tax: \$10.89
Estimated tax to be collected: \$0.00

Grand Total: \$10.89To view the status of your order, return to Order Summary.Conditions of Use | Privacy Notice © 1996-2017, Amazon.com, Inc. or its affiliates

Approved G v/d Snel 12/27/2017

**Final Details for Order #114-9849311-0490607**
Print this page for your records.

Order Placed: December 8, 2017
Amazon.com order number: 114-9849311-0490607
Order Total: \$39.54

Shipped on December 9, 2017

Items Ordered	Price
1 of: 415 Pcs Push Retainer Kit and Free Fastener Remover, Car Auto Push Pin Rivet Trim Clip Panel Body Interior Assortment Set Fits For GM Ford Toyota Honda Chrysler	\$24.55
Sold by: AYAOQIANG (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: \$24.55
Shipping & Handling: \$0.00

Total before tax: \$24.55
Sales Tax: \$0.00

Total for This Shipment: \$24.55

Shipping Speed:
Two-Day Shipping

*Vehicle***Shipped on December 9, 2017**

Items Ordered	Price
1 of: Swordfish 31390 Screw & U Nut/U-Clip Assortment, 170 Piece	\$14.99
Sold by: Amazon.com LLC	
Condition: New	

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

Item(s) Subtotal: \$14.99
Shipping & Handling: \$0.00

Total before tax: \$14.99
Sales Tax: \$0.00

Total for This Shipment: \$14.99

Shipping Speed:
Two-Day Shipping

*Vehicle***Payment information**

Payment Method:
Debit Card | Last digits: 4354

Item(s) Subtotal: \$39.54

Approved G v/d Snel 12/27/2017



Receipt

APPLE ID
gerhardvandersnel@hotmail.com

DATE
Dec 8, 2017

ORDER ID
MX4J1VDYG5

DOCUMENT NO.
193186264770

BILLED TO
MasterCard 4354
Gerhard Van der snel
210 N University dr
Suite 702
Coral Springs, FL 33071-7320
USA

TOTAL
\$0.99

iCloud

TYPE

PURCHASED FROM

PRICE



iCloud: 50 GB Storage Plan
Monthly | Jan 8, 2018

iCloud Storage

\$0.99

Approved G v/d Snel 12/12/2017

Subtotal **\$0.99**
Tax **\$0.00**

TOTAL **\$0.99**

If you have any questions about your bill, visit iTunes Support.

This email confirms payment for the iCloud storage plan listed above. You will be billed each plan period until you cancel by downgrading to the free storage plan from your iOS device, Mac or PC.

You may contact Apple for a full refund within 15 days of a monthly subscription upgrade or within 45 days after a yearly payment. Partial refunds are available where required by law.

Learn how to manage your password preferences for iTunes, iBooks, and App Store purchases.

<https://mail.google.com/mail/u/0/?ui=2&ik=51e145b470&jsver=gNJGSxrCYso.en.&vie...> 12/11/2017

**Final Details for Order #112-4031960-0927468**
Print this page for your records.

Order Placed: December 12, 2017
Amazon.com order number: 112-4031960-0927468
Order Total: \$239.98

Shipped on December 12, 2017

Items Ordered	Price
2 of: Pet Waste Can, For Home Owners, Aluminum 8 Gallon Can (PWC-026) Sold by: PetWasteCo (seller profile) Condition: New	\$119.99

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

Item(s) Subtotal: \$239.98
Shipping & Handling: \$0.00

Total before tax: \$239.98
Sales Tax: \$0.00

Total for This Shipment: \$239.98

Shipping Speed:
Standard Shipping

Payment information

Payment Method:
Debit Card | Last digits: 4354

Item(s) Subtotal: \$239.98
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: \$239.98
Estimated tax to be collected: \$0.00

Grand Total: \$239.98

Credit Card transactions MasterCard ending in 4354: December 12, 2017: \$239.98

To view the status of your order, return to [Order Summary](#).

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PLEASE REMIT TO

Mail Code: 5640
P.O. Box 105046
Atlanta, GA 30348-5046



Bobcat® of Orlando

Bobcat of Orlando

8151 N Orange Blossom Trail
Orlando, FL 32810
407-273-7383 • 800-899-7383
Fax: 407-658-1071

Bobcat of Tampa

813-626-3470 • 800-685-2987

Bobcat of Miami

305-362-6632 • 888-544-6615

Bobcat of Fort Myers

239-334-4987 • 800-282-5275

Ship To:

harmony community
7005 five oaks dr
harmony fl 34773

Invoice To:

HARMONY COMMUNITY
DEVELOPMENT DISTRICT
210 N UNIVERSITY DR #702
CORAL SPRINGS FL 33071

Branch ORLANDO		CNNYYY
Date 12/11/17	Time 14:14:16 (O)	Page 01
Account No. HAR415	Phone No.	Invoice No. P96235
Ship Via		Purchase Order
Sales Tax License No. 858012693872C9		Federal Exemption No. S/T EXP 5.31.20
		Salesperson PJO

PLEASE VISIT US AT: www.synergiequip.com

ORDER#: 200039

*** ALL TCM PARTS ARE NON-RETURNABLE ***

Part#	Description	Bin	ORD	ISS	SHP	B/O	UTTTT	Price	Amount
7016277	CAP, STEERING W	040282	1	1	1			6.61	6.61
7016522	NUT	040282	1	1	1			4.40	4.40
7016770	WASHER, W	040282	2	2	2			5.57	11.14
7016230	BUSHING	040282	1	1	1			4.10	4.10
7016242	BUSHING,	040282	2	2	2			11.69	23.38
7016159	BOLT	040282	1	1	1			7.14	7.14
7016769	WASHER, S	040282	1	1	1			.75	.75
7016671	SHAFT	040282	1	1	1			13.79	13.79
FRT	SHIP/HANDLING	S/H	1	1	1			29.95	29.95

14083 XXXXXXXXXXXXX4354

TOTAL CREDIT CARD

101.26

TOTAL WEIGHT=> 2.30

Approved G v/d Snel 12/12/2017

*Vehicles
per G-G.*

Phone
harmony community

Important:

Genuine Bobcat parts installed by a factory authorized Bobcat dealer carry a 6 month factory parts and labor warranty. Labor warranty is not applicable on parts installed by an unauthorized technician, and if installed incorrectly, the parts warranty will also be void.

**** THIS IS YOUR INVOICE. PLEASE PAY WITHIN TERMS. ****

Terms: Net due 30 days. 1.5% service charge per month after 30 days. Original Invoice required for all returns. No return on electrical or special order parts. No return after 30 days. There is a 20% restocking fee on all returned merchandise.

Received By:

Signature

Printed Name

APlus
0067-6718-00
6990 E Irlo Bronson
St. Cloud Florida 34
* FINAL RECEIPT*
For Credit Sales
Card Charged Only
Total Shown Below.

Trans #: 180378
Grade: Regular (87)
Pump Number: 06
Gallons: 17.328
Price: \$2.329
Total Fuel: \$40.36

Total Sale: \$40.36

Term: J012417328001

Appr: 059922

Seq#: 042962
Capture

MasterCard
XXXXXXXXXXXX4354
Swiped

12/12/2017 09:00:28

Thank You For
Fueling Up At APlus!
Bring In This
Receipt For Any Size
Coffee For Only 79¢!
[PLU 6865]

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Gas Truck

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

12/13/2017 11:17:13 PM
Term: JD12067193001
Appr: 084709
Seq#: 013482
Product: Unleaded
Pump Gallons Price
02 25.346 \$2.299
Total Sale \$58.27
Capture

MasterCard
XXXXXXXXXXXX4354
Swiped

12/13/2017 13:14:04

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

YOUR OPINION MATTERS

Tell us about your
experience at

* MyWawaVisit.com *

Take our survey for
a chance to win a
\$250 Wawa Gift Card

Disponible
en Espanol

Survey Code: 1464232

Store Number: 05123

Please respond

within 5 days

NO PURCHASE

NECESSARY

See rules at website

Approved G v/d Snel 12/13/2017

**Final Details for Order #111-4455177-2756268**

Print this page for your records.

Order Placed: December 15, 2017
Amazon.com order number: 111-4455177-2756268
Order Total: \$49.97

Shipped on December 16, 2017

Items Ordered	Price
1 of: <i>Fiskars Power-Lever Extendable Pole Saw & Pruner (7-14 Feet)</i> , FISKARS Sold by: Amazon.com LLC Condition: New	\$49.97

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

Item(s) Subtotal: \$49.97
Shipping & Handling: \$0.00

Total before tax: \$49.97
Sales Tax: \$0.00

Total for This Shipment: \$49.97

Shipping Speed:
Two-Day Shipping

Payment information

Payment Method:
Debit Card | Last digits: 4354

Item(s) Subtotal: \$49.97
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: \$49.97
Estimated tax to be collected: \$0.00

Grand Total: \$49.97

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

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**Final Details for Order #111-6527528-2130664**

Print this page for your records.

Order Placed: December 19, 2017
Amazon.com order number: 111-6527528-2130664
Order Total: \$50.98

Shipped on December 20, 2017

Items Ordered

1 of: *Solar Lights, URPOWER 2-in-1 Waterproof 4 LED Solar Spotlight Adjustable Wall Light Landscape Light Security Lighting Dark Sensing Auto On/Off for Patio Deck Yard Garden Driveway Pool Area(2 Pack)*
Sold by: COCO-VISION ([seller profile](#))

Price

\$25.99

Condition: New

1 of: *Smith 190285 1-Gallon Bleach and Chemical Sprayer for Lawns and Gardens or Cleaning Decks, Siding, and Concrete*
Sold by: Amazon.com LLC

\$24.99

Condition: New

Shipping Address:

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

Item(s) Subtotal: \$50.98
Shipping & Handling: \$0.00

Total before tax: \$50.98
Sales Tax: \$0.00

Total for This Shipment: \$50.98

Shipping Speed:

Two-Day Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$50.98
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: \$50.98
Estimated tax to be collected: \$0.00

Grand Total: \$50.98

To view the status of your order, return to [Order Summary](#).

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amazon.com

Final Details for Order #111-9106885-4296237Print this page for your records.**Order Placed:** December 19, 2017**Amazon.com order number:** 111-9106885-4296237**Order Total: \$28.99****Shipped on December 19, 2017****Items Ordered**

1 of: *Beware Of Alligator Please Do Not Feed The Wildlife Aluminum METAL* **Price** \$28.99
Sign 12 in x 18 in
Sold by: Fastasticdeal ([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: \$28.99
Shipping & Handling: \$0.00

Total before tax: \$28.99
Sales Tax: \$0.00

Total for This Shipment: \$28.99
-----**Shipping Speed:**

Standard Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$28.99
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: \$28.99
Estimated tax to be collected: \$0.00

Grand Total: \$28.99**Credit Card transactions** MasterCard ending in 4354: December 19, 2017: \$28.99To view the status of your order, return to [Order Summary](#).[Conditions of Use](#) | [Privacy Notice](#) © 1996-2017, Amazon.com, Inc. or its affiliates*Approved G v/d Snel 12/27/2017*

**Final Details for Order #113-2181141-4741032**Print this page for your records.**Order Placed:** December 20, 2017**Amazon.com order number:** 113-2181141-4741032**Order Total: \$17.22****Shipped on December 20, 2017****Items Ordered****Price**

1 of: *LENOX Tools 21070818GR Gold Power Arc Reciprocating Saw Blade, For Medium Metal, Sheet Metal Cutting, 8-inch, 18 TPI, 5-Pack* \$17.22
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: \$17.22
Shipping & Handling: \$0.00

Total before tax: \$17.22
Sales Tax: \$0.00

Total for This Shipment: \$17.22
-----**Shipping Speed:**

Two-Day Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$17.22
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: \$17.22
Estimated tax to be collected: \$0.00

Grand Total: \$17.22To view the status of your order, return to [Order Summary](#).[Conditions of Use](#) | [Privacy Notice](#) © 1996-2017, Amazon.com, Inc. or its affiliates*Approved G v/d Snel 12/27/2017*

Truck

RaceTrac 456
4535 W. New Haven Av
W. Melbourne, FL 32904
(321) 728-8711
For Guest Experience
Comments, please
Call 888.636.5589 or
go to racetrac.com
Term: JD12877634004
Appr: 075274
Seq#: 053515
PUMP No. 08
Grade: Unl-87
Gallons: 26.738 G
Price: \$2.259/Gal
Total Fuel: \$60.40
TOTAL SALE \$60.40
MasterCard \$60.40 *

Capture

MasterCard
XXXXXXXXXXXX4354
Swiped

12/19/2017 14:09:38
HOW ARE WE DOING?
WWW.TELLRACETRAC.COM
OR CALL 800.251.6970
BOGO ROLLERGRILL &
FREE SM PEPSI EXP2/1
12/19/2017 14:13:16

pick up Pressure washer

Truck

Welcome to Shell
FCE 1840
FIRST COAST ENERGY
57543664700
SHELL OIL PRODUCTS US
6201 POWERLINE ROAD
FORT LAUDERDA FL 33309

PRE-AUTHORIZED RECEIPT

<CUSTOMER COPY>

Description	Qty	Amount
PREPAY CR #09		40.00

Subtotal	40.00
Tax	0.00

TOTAL 40.00 *

PREAUTH \$ 40.00

Credit USD\$40.00

XXXX XXXX XXXX 4354, MASTERCARD

Swiped

APPROVED

AUTH # 018693

INV # 429019

pick up pressure washer

Customer Copy
Please come again

Thank you

ST# 2840 TILL XXXX DR# 1 TRAN# 1016670
CSH: 4 12/19/17 11:29:14

Approved G v/d Snel 12/20/2017

APlus
0067-6718-00
6990 E Irlo Bronson
St. Cloud Florida 34
* FINAL RECEIPT*
For Credit Sales
Card Charged Only
Total Shown Below.

Trans #: 181368
Grade: Regular (87)
Pump Number: 12
Gallons: 17.176
Price: \$2.299
Total Fuel: \$39.49
Total Sale: \$39.49

Term: JD12417328001

Appr: 023878

Seq#: 046303
Capture

MasterCard
XXXXXXXXXXXX4354
Swiped

12/20/2017 07:50:16

Thank You For
Fueling Up At APlus!
Bring In This
Receipt For Any Size
Coffee For Only 79¢!
[PLU 6865]

Approved G v/d Snel 12/20/2017

In-Town Rental (OUT) - Monday, 12/18/2017 3:07 PM Contract No.: 22213450 Equip.: - HO 1721M
 ROADSIDE ASSISTANCE: visit uhaul.com/help
 Dispatched From: 043373 - Safe-Protection:(NO)



Customer:
 Gerhard van der Snel
 4975 Hickory Tree Road
 St Cloud, FL 34772

4073012235
 DL: xxxxxxxx0110, FL, 0119
 gerhardharmony@gmail.com

Renting Location:
 Barnetts Bargain Centre - (043373)
 2839 E Irlo Bronson Memorial H
 KISSIMMEE, FL 34744 (407)344-4365

Towing Vehicle: 2015 GMC Sierra 1500 Regular Cab 6 cyl. Gas 4.3L 2DR 4 Plate: tag123 FL

- I understand that I must not exceed the recommended allowed cargo weight of 3710 pounds which is considered a FULL load.
- I agree that only the "Towing Vehicle" listed on this contract will be used to tow U-Haul Equipment.

Rental Out Date/Time: 12/18/2017 3:07 PM

Rental Due Date/Time: 12/19/2017 3:00 PM

• Failure to return the equipment by the Rental Due time may result in additional charges.

Equipment	MI Out	MI Rate	MI Charge	Coverage	Rental Rate	Rental Charge	Estimated Charges
HO 1721M A004806 TX					\$0.00	\$34.95	\$34.95

REGULAR CHECK-IN - EMAIL ON FILE

Estimated Subtotal: \$34.95
 Estimated Rental Tax: \$2.62
 Estimated Charges Paid: \$0.00
 Estimated Total Charges: \$37.57

Card Type: Account: Type: Ref No:
 MasterCard XXXXXXXXXXXXXXX4354 (K) PREAUTH

Approved:
 079089

The bank has placed a HOLD for \$37.57 on your account. This hold may appear on your statement. U-Haul will not charge/credit your card until you return the equipment and your rental charges are calculated. If the actual rental charges exceed the held amount, or if your rental is extended, U-Haul may charge the original amount and authorize a second amount for the estimated balance.

Net Paid Today: \$0.00

SafeTow Declined for Equipment HO 1721M .

• Failure to return rental property or equipment upon expiration of the rental period and failure to pay all amounts due, (including costs for damage to the property or equipment) are prima facie evidence of intent to defraud, punishable in accordance with section 812.155, Florida statutes.

• U-Haul provides the Customer with minimum limits of protection required by that state or province where arises any claim, suit or cause of action. The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary of the limits of liability and personal injury protection coverage required by ss. 324.021(7) and 627.736, Florida Statutes.

• I understand that this equipment must be returned to the same U-Haul location where it was rented. I understand that the minimum rental charge for equipment returned to a different location is twice the amount of the current One Way rate from this U-Haul location to the actual drop-off location.

• I understand that the equipment rented is water resistant and not water proof.

• I acknowledge that I have received the appropriate User Instructions and acknowledge my responsibility to fully read and understand these User Instructions before operating the equipment.

• I understand that I will receive an email link to review the rental process and the U-Haul Store employees to feedback to U-Haul any compliments, concerns or requests that I have about my rental.

• I understand that I can also contact U-Haul Customer Service at uhaul.com/contact/email.aspx

• I understand that I am financially responsible for all damages to equipment.

• I agree to submit all legal claims in accordance with the U-Haul Arbitration Agreement, incorporated by reference, and available at uhaul.com/arbitration or from my local U-Haul representative.

• I agree that distracted driving is dangerous and that driving while distracted is likely to lead to an accident/crash causing serious injury or death. I agree not to use a hand held mobile phone (other than for an emergency call) and not to text while driving any U-Haul truck or towing any U-Haul Trailer, Tow Dolly or Auto Transport. My agreement not to do so is material to U-Haul's decision to enter into this Agreement. My failure to comply is material breach of this Agreement.

• The following shall be admissible as evidence of negligence and breach of contract in any lawsuit or arbitration: 1) that the driver of the U-Haul truck, or vehicle towing any U-Haul Trailer, Tow Dolly or Auto Transport was texting while driving; 2) that the driver of the U-Haul truck, or vehicle towing any U-Haul Trailer, Tow Dolly or Auto Transport, was using any mobile phone (other than hands free or for an emergency call) while driving.

• I acknowledge that I have received and agree to the terms and conditions of this Rental Contract and the Rental Contract Addendum.

Customer Signature - (Gerhard van der Snel)

U-Haul Signature - (Lee Barnett)

For Safe Trailing Video Tips go to Part 1 <https://media.uhaul.net/view/1673> and for Part 2 go to <https://media.uhaul.net/view/1674>

YOU SHOULD ALWAYS:

1. LOAD TRAILER HEAVIER IN THE FRONT
2. REDUCE NORMAL DRIVING SPEED
3. WEAR YOUR SEATBELT

Sidewalks

Questions or need help? Call me.

(407)344-4365

69461001(AF)

picking up Pressure Washer

Approved G v/d Snel 12/20/2017

**Final Details for Order #111-2947823-1209858**Print this page for your records.**Order Placed:** December 23, 2017**Amazon.com order number:** 111-2947823-1209858**Order Total:** \$77.97**Shipped on December 23, 2017****Items Ordered**

3 of: *Solar Lights, URPOWER 2-in-1 Waterproof 4 LED Solar Spotlight
Adjustable Wall Light Landscape Light Security Lighting Dark Sensing Auto
On/Off for Patio Deck Yard Garden Driveway Pool Area(2 Pack)*
Sold by: COCO-VISION ([seller profile](#))

Price

\$25.99

Condition: New

Shipping Address:

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

Item(s) Subtotal: \$77.97
Shipping & Handling: \$0.00

Total before tax: \$77.97
Sales Tax: \$0.00

Total for This Shipment: \$77.97
-----**Shipping Speed:**

Two-Day Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$77.97
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: \$77.97
Estimated tax to be collected: \$0.00

Grand Total: \$77.97To view the status of your order, return to [Order Summary](#).[Conditions of Use](#) | [Privacy Notice](#) © 1996-2017, Amazon.com, Inc. or its affiliates*Approved G v/d Snel 12/27/2017*

APlus
0067-6718-00
6990 E Irlo Bronson
St. Cloud Florida 34
* FINAL RECEIPT*
For Credit Sales
Card Charged Only
Total Shown Below.

Trans #: 182091
Grade: Regular (87)
Pump Number: 12
Gallons: 13.897
Price: \$2.299
Total Fuel: \$31.49

Total Sale: \$31.49

Term: JD12417328001

Appr: 014710

Seq#: 048787
Capture

MasterCard
XXXXXXXXXXXX4354
Swiped

12/26/2017 07:53:34

Thank You For
Fueling Up At APlus!
Bring In This
Receipt For Any Size
Coffee For Only 79¢!
[PLU 6865]

Approved G v/d Snel 12/26/2017

**Details for Order #112-2800052-4829021**

Print this page for your records.

Order Placed: December 28, 2017**Amazon.com order number:** 112-2800052-4829021**Order Total:** \$69.42**Not Yet Shipped****Items Ordered**

1 of: *Rubbermaid Commercial Microburst 3000 10 Piece Refill Preference Pack, FG401260A*
Sold by: Amazon.com LLC

Price

\$69.42

Condition: New

Shipping Address:

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

Shipping Speed:

Standard Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$69.42
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: \$69.42
Estimated tax to be collected: \$0.00

Grand Total: \$69.42

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

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Approved G v/d Snel 01/02/2018

**Details for Order #112-3361702-1637835**

[Print this page for your records.](#)

Order Placed: December 28, 2017**Amazon.com order number:** 112-3361702-1637835**Order Total: \$57.51****Not Yet Shipped****Items Ordered****Price**1 of: *GOJO 9112-12 Lotion Skin Cleanser, 800 mL Refill (Pack of 12)*

\$37.76

Sold by: Amazon.com LLC

Condition: New

1 of: *HOSPECO 01901 Health Gards Urinal Screen with Non-Para Block, White/Pink, Cherry (Pack of 12)*

\$19.75

Sold by: Amazon.com LLC

Condition: New

Shipping Address:

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

Shipping Speed:

Two-Day Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$57.51

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: \$57.51

Estimated tax to be collected: \$0.00

Grand Total: \$57.51

To view the status of your order, return to [Order Summary](#).

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Approved G v/d Snel 01/02/2018

**Details for Order #114-5282480-4054658**

[Print this page for your records.](#)

Order Placed: December 28, 2017**Amazon.com order number:** 114-5282480-4054658**Order Total:** \$210.26**Not Yet Shipped****Items Ordered**

1 of: *Anderson Metals 38111 Red Brass Pipe Fitting, Locknut, 1-1/4" Female Pipe* **Price** \$7.15

Sold by: Amazon.com Services, Inc.

Condition: New

Shipping Address:

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

Shipping Speed:

Two-Day Shipping

Shipped on December 29, 2017**Items Ordered**

3 of: *Anderson Metals Brass Tube Fitting, 90 Degree Elbow, 3/8" Flare x 1/4" Male Pipe* **Price** \$5.83

Sold by: Amazon.com Services, Inc.

Condition: New

3 of: *Anderson Metals Brass Tube Fitting, Half-Union, 1/2" Flare x 1/2" Male Pipe* **Price** \$5.71

Sold by: Amazon.com Services, Inc.

Condition: New

3 of: *LASCO 10-0974 Water Supply Flex, Stainless Steel Braided With Poly Inner Core, 3/8-Inch Female Compression X 3/8-Inch Female Compression X 16-Inch* **Price** \$7.88

Sold by: Amazon.com Services, Inc.

Condition: New

Approved G v/d Snel 01/04/2018

Shipping Address:

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

Item(s) Subtotal: \$58.26

Shipping & Handling: \$0.00

Total before tax: \$58.26

Sales Tax: \$0.00

United States

Total for This Shipment:\$58.26
-----**Shipping Speed:**
Two-Day Shipping**Shipped on December 29, 2017****Items Ordered****Price**2 of: *Spears 88-C Series CPVC Pipe Fitting, Nipple, Schedule 80, Gray, 1-1/4" NPT Male, 2" Length* \$3.77

Sold by: Amazon.com Services, Inc.

Condition: New

1 of: *Anderson Metals Brass Tube Fitting, Flare Tee, 3/8" x 3/8" x 3/8" Flare* \$6.26

Sold by: Amazon.com Services, Inc.

Condition: New

1 of: *Duda Energy 2PCBV-WOG200-F037 Full Port Ball Valve, 3/8" NPT, 2 Piece, 304 Stainless Steel with Blue Vinyl Handle, .37"* \$13.08

Sold by: Amazon.com Services, Inc.

Condition: New

2 of: *LASCO 10-0970 12-Inch Water Supply Line, Braided Stainless Steel, 3/8-Inch Female Compression X 3/8-Inch Female Compression* \$11.88

Sold by: Amazon.com Services, Inc.

Condition: New

1 of: *LASCO 10-0964 48-Inch Water Supply Line, Braided Stainless Steel, 3/8-Inch Female Compression X 3/8-Inch Female Compression* \$9.99

Sold by: Amazon.com Services, Inc.

Condition: New

*Approved G v/d Snel 01/04/2018***Shipping Address:**Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal: \$60.63

Shipping & Handling: \$0.00

Total before tax: \$60.63

Sales Tax: \$0.00
-----**Total for This Shipment:\$60.63**
-----**Shipping Speed:**
Two-Day Shipping**Preparing for Shipment****Items Ordered****Price**1 of: *Anderson Metals 38111 Red Brass Pipe Fitting, Locknut, 1-1/4" Female Pipe* \$7.15

Sold by: Amazon.com Services, Inc.

Condition: New

Shipping Address:

Gerhard van der Snel

Item(s) Subtotal: \$7.15

7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Shipping & Handling: \$0.00

Total before tax: \$7.15

Sales Tax: \$0.00

Shipping Speed:

Two-Day Shipping

Total for This Shipment: \$7.15**Shipped on December 30, 2017****Items Ordered****Price**

2 of: *1/2" Male x 1/4" Female Thread Reducer Bushing Pipe Fitting, Adapter, Stainless steel SS 304 NPT* \$11.99

Sold by: GlobalMa ([seller profile](#)) | Product question? [Ask Seller](#)

Condition: New

3 of: *Anderson Metals Brass Tube Fitting, 90 Degree Elbow, 3/8" Flare x 1/4" Male Pipe* \$5.83

Sold by: Amazon.com Services, Inc.

Condition: New

3 of: *Anderson Metals Brass Tube Fitting, Half-Union, 1/2" Flare x 1/2" Male Pipe* \$5.71

Sold by: Amazon.com Services, Inc.

Condition: New

1 of: *LASCO 10-0960 24-Inch Water Supply Line, Braided Stainless Steel, 3/8-Inch Female Compression X 3/8-Inch Female Compression* \$12.25

Sold by: Amazon.com Services, Inc.

Condition: New

Shipping Address:

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

Item(s) Subtotal: \$70.85

Shipping & Handling: \$0.00

Total before tax: \$70.85

Sales Tax: \$0.00

Shipping Speed:

Two-Day Shipping

Total for This Shipment: \$70.85**Shipped on January 2, 2018****Items Ordered****Price**

1 of: *Brennan 5404-04-04-SS Stainless Steel Pipe Fitting, Hex Nipple, 1/4" NPT Male* \$6.22

Sold by: Amazon.com Services, Inc.

Condition: New

*Approved G v/d Snel 01/04/2018***Shipping Address:**

Gerhard van der Snel

Item(s) Subtotal: \$6.22

Shipping & Handling: \$0.00

7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Total before tax: \$6.22
Sales Tax: \$0.00

Total for This Shipment: \$6.22

Shipping Speed:
Two-Day Shipping

Payment information

Payment Method:
Debit Card | Last digits: 4354

Item(s) Subtotal: \$210.26
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: \$210.26
Estimated tax to be collected: \$0.00

Grand Total: \$210.26

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Parlis

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