

**HARMONY COMMUNITY
DEVELOPMENT DISTRICT**

DECEMBER 18, 2008

AGENDA PACKAGE

KMP

Harmony Community Development District

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December 11, 2008

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 on **Thursday, December 18, 2008 at 9:00 a.m.** at Harmony/Greensides, 7251 Five Oaks Drive, Harmony, Florida. Following is the advance agenda for the meeting.

1. **Roll Call**
2. **Approval of the Minutes of the November 20, 2008 Landowners and Regular Meetings**
3. **Public Hearing for an Amendment to Chapter 1, Rule 1.5 of the Harmony CDD Rules of Procedure Relating to Pool Hours, Fee Schedules and Rates and Use of Public Property and Recreation Facilities for Public Memorials**
4. **District Manager's Report**
 - A. November 2008 Financial Statements
 - B. Invoice Approval #104 and Check Run Summary
 - C. Re-Consideration of Monthly Meeting Schedule for Fiscal Year 2009
5. **Attorney's Report**
6. **Engineer's Report**
7. **Developer's Report**
8. **Monthly Boat Report**
9. **Supervisor Requests**
10. **Audience Comments**
11. **Adjournment**

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

Sincerely,



Gary Moyer/ir
District Manager

MINUTES

MINUTES OF LANDOWNERS' MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The landowners meeting of the Harmony Community Development District was held on Thursday, November 20, 2008, at 9:00 a.m. at 7251 Five Oaks Drive, Harmony, Florida.

Present were:

Gary L. Moyer
Tim Qualls
Robert D. Evans
Kerul Kassel
Mark LeMenager
James O'Keefe
Nancy Snyder
Rick Gierok
Brenda (Wright) Burgess
Greg Gologowski
Todd Haskett
Shad Tome
Residents and members of the public

FIRST ORDER OF BUSINESS

Call to Order

Mr. Moyer called the meeting to order at 9:00 a.m.

Mr. Moyer stated this is a landowners meeting that is provided for in Chapter 190, Florida Statutes. This is a transition year. When we reach certain thresholds, the Board starts to convert from a landowner-elected Board to a qualified-electors Board. In this 2008 cycle, two seats become available to be filled by registered voters and residents of Harmony. Mr. LeMenager and Ms. Kassel were elected pursuant to the General Election format. One seat comes up for election by landowners. That is the purpose of this meeting which has been properly noticed.

SECOND ORDER OF BUSINESS

Determination of Number of Voting Units Represented

Mr. Moyer stated if you own land, you are entitled to one vote for every acre you own and if it is a fraction of an acre, you are entitled to one vote for that fraction of an acre. If you are married and there are two of you, you are not entitled to two votes. You

only get one vote for the property you own. I will canvass the landowners to determine the number of units that are represented.

Ms. LeMenager stated my husband and I own two homes.

A resident stated we own one home.

Mr. Tome we have 485 votes, consisting of 228 platted lots and 257 acres of undeveloped land.

Ms. Snyder stated I own four homes.

Ms. Kassel stated I own one home.

Mr. Nicholas stated I own one home.

Mr. Moyer stated 494 votes are represented at this meeting.

THIRD ORDER OF BUSINESS

Election of Chairman for the Purpose of Conducting the Landowners' Election

Mr. Moyer stated when the landowners are assembled, we need to elect a Chairman to conduct the meeting. It is appropriate for a landowner to nominate a Chairman. It can be anyone and does not need to be a landowner.

Ms. Snyder stated I nominate Mr. Robert Evans

On MOTION by Ms. Snyder, seconded by Mr. O'Keefe, with all in favor, approval was given to elect Mr. Evans as Chairman for the purpose of conducting the landowners meeting.

FOURTH ORDER OF BUSINESS

Nominations for the Position of Supervisors (1)

Mr. Moyer stated there is one position that is available, which is Seat 1 currently held by Mr. Evans.

Mr. Tome stated I nominate Mr. Robert Evans.

Mr. Moyer stated hearing no other nominations, I will close the nominations.

FIFTH ORDER OF BUSINESS

Casting of Ballots

Mr. Moyer stated rather than distributing an official ballot to everyone, we will do this on a voice vote. Upon voice vote, with all in favor, 494 votes were cast for Mr. Evans.

Harmony CDD
November 20, 2008, landowners meeting

SIXTH ORDER OF BUSINESS

Tabulation of Ballots

Mr. Moyer stated 494 votes were cast for Mr. Evans.

SEVENTH ORDER OF BUSINESS

Landowner's Questions and Comments

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Snyder, seconded by Mr. O'Keefe,
with all in favor, the meeting was adjourned at 9:05 a.m.

MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, November 20, 2008, at 9:00 a.m. at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Robert D. Evans	Chairman
Nancy Snyder	Vice Chairman
Kerul Kassel	Supervisor
Mark LeMenager	Supervisor
James O'Keefe	Supervisor

Also present were:

Gary Moyer	Manager: Moyer Management Group
Tim Qualls	Attorney: Young, van Assenderp
Rick Gierok	Engineer: Miller, Einhouse, Rymer & Boyd
Brenda (Wright) Burgess	Moyer Management Group
Greg Golgowski	Harmony Development Company
Todd Haskett	Harmony Development Company
Shad Tome	Harmony Development Company
Residents and members of the public	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Evans called the meeting to order at 9:05 a.m.

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

SECOND ORDER OF BUSINESS

Organizational Matters

A. Oath of Office for Newly Elected Supervisors

Mr. Moyer stated for the record, I am a Notary of the State of Florida and can administer oaths.

Mr. Moyer administered the oath of office to Mr. Evans, Ms. Kassel and Mr. LeMenager.

Mr. Evans called the roll to include all newly elected Supervisors and stated a quorum was present for the meeting.

B. Consideration of Resolution 2009-1 canvassing and certifying the results of the landowners election

Mr. Evans reviewed Resolution 2009-1 canvassing and certifying the results of the landowners election.

On MOTION by Mr. O'Keefe, seconded by Mr. LeMenager, with all in favor, approval was given to Resolution 2009-1 canvassing and certifying the results of the landowners election.

C. Consideration of Resolution 2009-2

Mr. Evans reviewed Resolution 2009-2 electing officers.

Mr. Moyer stated Mr. Golgowski served as Vice Chairman and Mr. Peach was an Assistant Secretary. You need to consider those positions.

Mr. Evans nominated Ms. Snyder as Vice Chairman.

On MOTION by Mr. Evans, seconded by Mr. O'Keefe, with all in favor, approval was given to elect Ms. Snyder as Vice Chairman.

Mr. Moyer stated traditionally any member who is not otherwise an officer, we recommend they be an Assistant Secretary. A motion for Ms. Kassel and Mr. LeMenager to serve as Assistant Secretaries would be in order.

On MOTION by Mr. O'Keefe, seconded by Ms. Snyder, with all in favor, approval was given to elect Ms. Kassel and Mr. LeMenager as Assistant Secretaries.

Mr. Moyer stated although you both have been attending these meetings for a while and you pretty well understand what the requirements are, there are a couple Statutes you need to be aware of. The first is Chapter 286, Florida Statutes, and is called the Sunshine law. Simply stated, that means no two members serving on the same Board can meet outside of a meeting that has been noticed for the public to attend to discuss anything about District business. All that has to be done here, open to the public in the Sunshine so the public and residents know what we are doing and how we come to those decisions. The second one you need to be aware of is the public records law. Everything you keep in your possession related to this District, if someone wants to see that information, you are required to let them see that information. Usually those requests come to my office as manager or to Mr. Quall's office as the attorney and registered agent. That does not mean that a neighbor may not come to your home and ask to see your records related to the District. We advise you to segregate whatever you keep from the District and keep that

separate. If someone wants to see it, you have to provide it and you cannot even ask why they want to see it. They have the absolute right to see whatever we have.

Mr. LeMenager asked who has this right?

Mr. Moyer stated anyone.

Mr. Qualls stated anyone for any purpose. They do not have to state a reason.

Mr. LeMenager asked they do not have to live here?

Mr. Moyer stated no. Having said that, there is no law that says you have to keep anything. We are the keeper of the official records of the District. If you do keep it, it is open for public inspection. Those are the two major Statutes you need to be aware of that directly affect you as Supervisors. When we get to a situation on a vote where there is a benefit that will inure to you personally, you have to disclose that and there are forms for you to fill out indicating a conflict of interest.

Ms. Kassel asked in the handbook where it discusses gifts, if a neighbor gives you a gift combined over \$100 for your birthday, do you have to disclose that?

Mr. Moyer stated if someone gives you a gift because of your role as a member of this Board in excess of \$75, you have to disclose. As an example, when we close on bond issues, at one time, the underwriter would take you to dinner to celebrate closing the bond issue and sometimes those were more than \$75. You would have to disclose that because a contractor doing business with the District who gave you that gift. As we go through this, we will try to give you more information as it relates to the role of the Board and the role of the District.

Mr. Qualls stated I have been involved in situations where CDD Boards are being investigated by the Florida Ethics Commission. It is frightening for everyone involved. I provided a packet of information. The first is an outline of things I provided and it is a bullet-point overview of some of the key things to keep in mind. You are now public officers. It is no different than if you are the governor or the mayor, and I know you will take that seriously. There is a duty to recognize what the purpose of this District is. This is not a home owners association and it is not the alter ego of the developer. This is a local government with a single special purpose of managing public infrastructure, and that is it. Your job is to make decisions regarding that single purpose and that single purpose only. You have the duty to maintain the public trust. I included the Statutory citation. Besides the ethical potential repercussions, there are civil and criminal

repercussions for violating the Sunshine law. You can be subject to criminal charges and you will have to hire a defense attorney. My advice is, if you have to ask, it is probably wrong. The key is, are you having a meeting where District business is being discussed. The Attorney General said emails can constitute a meeting. In some of our Districts, there are websites with chats and other types of forums. If two Board members are on that and sending messages back and forth, that constitutes a meeting. If it has not been publicly noticed, someone could bring a formal charge for a member violating the Sunshine law.

Mr. LeMenager stated we do have a fairly active group here which some of us respond to from time to time. My thought is, clearly constituents ask us questions. Should we answer their questions but never respond to an email from one of the Board members? In other words, I should not respond to Ms. Kassel or Ms. Snyder but I am free to respond if it is posted by someone else?

Mr. Qualls stated yes, you can talk to your constituents and answer questions. A meeting is when two or more members of this Board get together and a meeting has to be noticed and open to the public.

Ms. Kassel asked Ms. Snyder and I can go shopping but just not talk about CDD business?

Mr. Qualls stated yes, you can. The appearance is important. Florida has the broadest public records law and Sunshine law in the country. It is something that is a challenge, but it also part of being in office.

Mr. Moyer stated there is one other nuance. You cannot use conduits to circumvent the Sunshine law. One of you cannot go to a friend and tell them what you think we ought to do at the next CDD meeting and go talk to another Board member and tell them what you think. That is a violation of the Sunshine law. Nothing prohibits you from talking to staff. We will not be conduits and you can talk to us about anything that will come before the Board.

Mr. Qualls stated these meetings are not just where the Board gets together to make decisions. These meetings are where the Board deliberates and it is the only place where the Board can deliver a decision. You cannot have meetings outside of publicly noticed meetings where you are deciding and deliberating issues that may or may not come up. We will answer questions that come up. I included a helpful link to the Commission on Ethics website. There is a duty to vote and a duty to participate. The second memo is an

outline of the Sunshine law. It gives the Statutory citations and some key language from the Attorney General and other case opinions. I also included a Q&A memo that Mr. van Assenderp drafted on what a CDD is and what it is not. There are other helpful articles that he drafted over time dealing with special assessments and other things related to Districts. I encourage you to read those. They are useful.

Mr. LeMenager asked are we allowed to develop a relationship with CDD Supervisors of other CDDs to get their input and experience? I am friends with some in Celebration.

Mr. Moyer stated yes, you can.

Mr. Qualls stated the key is that you cannot have a meeting with another member of this Board outside of these publicly noticed meetings.

Mr. Moyer stated you can meet with County Commissioners and members of other CDD Boards.

Mr. Evans stated one of the common challenges is Board members often receive an email that goes to all Board members. If you are going to respond, do not reply to all. Only reply to the person who sent the email. If you reply to all, that is a violation of the Sunshine law and that can be a very innocent mistake.

Mr. Qualls stated I look forward to working with you all. I am excited to have members of the Board who already know so much about what is going on.

Mr. Evans stated there have been criminal prosecutions of members of governmental bodies in the State.

Mr. Qualls stated that is correct.

Mr. Evans stated there may be conversations that you think are innocent and do not think they are harmful. You have to be so careful not to step outside the roles of what your duties are. The roles of Supervisors are very well defined and extremely limited. We have only one purpose. The District, when it was established, borrowed money with public bonds to build infrastructure. That is the sole purpose of the District, to build infrastructure. The second purpose is to maintain that infrastructure because we borrowed money to build it and it was built with public money. Outside of that, that is pretty much all. We are single purpose and we do not have the same powers as a County or City which has broader powers. This information you received talks about our single purpose.

The information that Mr. Qualls provided is extremely helpful, but we have very limited and very specific powers.

Mr. Moyer reviewed Resolution 2009-2, electing officers. We will complete the Resolution showing all the positions as previously approved.

On MOTION by Ms. Kassel, seconded by Ms. Snyder, with all in favor, approval was given to Resolution 2009-2 electing officers.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the October 30, 2008, Regular Meeting and Workshop

Mr. Evans reviewed the minutes of the October 30, 2008, regular meeting and workshop, and asked for any additions, correction, or deletions.

Ms. Snyder stated Mr. Evans called the roll at the workshop, not Mr. Moyer.

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, approval was given to the minutes of the October 30, 2008 meetings, as amended

FOURTH ORDER OF BUSINESS

District Manager's Report

A. Financial Statements

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

B. Invoice Approval #103 and Check Run Summary

Mr. Moyer reviewed the invoices and check summary and requested approval.

Ms. Kassel stated I am curious as to why Aquatic Systems provides two invoices each month instead of one. They are both for the month of November and are for the same services.

Mr. Golgowski stated they may have been reprinted in error. We are not paying them twice.

Mr. Evans asked is one for the addition of lakes D2 and E and the other for the original contract?

Mr. Golgowski stated they were added to the same contract. I will research that.

Ms. Kassel asked who holds the assistant dockmaster cell phone?

Mr. Golgowski stated Mr. Belieff holds it and he dispenses it when he has an assistant come out to help him.

Ms. Kassel stated some of the references on engineering report, there are things described that I would like to have a better understanding of, for instance 5/23 closeout.

Mr. Gierok stated if you are referring to the expense report, that is our field engineer's monthly report for that month. The two checked items were the only charges associated with that invoice.

Ms. Kassel stated Spies has two invoices for the same product for the same period.

Ms. Snyder asked could that be for different pools?

Mr. Haskett stated that is correct.

Ms. Kassel stated before the first OUC bill, there is a highlighted line and it looks like it is the same report two pages across from each other. It is the compilation of all the bills. If there is some other way of doing that, rather than highlighting it, I would appreciate it. You just cannot read the highlighted portion in this report.

On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, approval was given to the invoices as presented.

FIFTH ORDER OF BUSINESS

Attorney's Report – Update on Adoption of Proposed Rule Relating to Memorials in Public Places and Establishing Pool Rules

Mr. Qualls stated my report indicates there would be some discussion on a policy governing donations. There was a snafu in the advertising, so the public hearing on those rules will now be held in December. I recommend we table this until that time.

Mr. LeMenager stated there is a new fence that was put up and it appears as though some of it is on CDD property. Does that constitute a gift?

Mr. Qualls stated probably not pursuant to the policy that the Board considered at the last meeting. That dealt with plaques and park benches to memorialize a person or an event. I did not see anything about the fence. The policy has not yet been adopted and I do not know if that was a gift or not.

Mr. Evans asked were there any additional changes to those policies since our last meeting?

Mr. Qualls stated no.

Mr. Evans asked the policy is pretty well finished and we just need to meet the advertising requirements?

Mr. Qualls stated yes. I provided a description of the plaques that would provide some uniformity. Ms. Snyder suggested we attach what that might look like, so I will change references to dimensions and direct you to the exhibit regarding the plaque.

Ms. LeMenager stated if you write guidelines with respect to gifts, I think you need to consider things the developer does for free. They are still considered gifts. The developer paid for installation of the bat house. At a certain level, that is a gift to the CDD. I would caution you when you are drafting these, we need to make sure we are talking about gifts not only from private people but when the developer does something without expecting reimbursement, that is still a gift.

Mr. Qualls stated that is a good point. I will revisit these.

Mr. Evans stated this policy was primarily intended for memorials.

Mr. Qualls stated that is correct. That is how it started.

Ms. Kassel stated we may want to limit this policy to memorial gifts.

Mr. Evans stated that is my point. That makes it easy for the residents to understand. At the previous meeting, we discussed moving forward for the benefit of a past resident. We are looking at the design of the plaques and we wanted to move along with the approval of the bench to keep in line with these policies. We wanted to design a plaque and the Board generally consented to move this process along and not delay it. We discussed coming up with the design for the plaque. Has anything happened on the design of a standardized plaque?

Mr. Tome stated yes. Does Ms. Kassel still have it?

Ms. Kassel stated no, I returned it. I would have kept it if I had known.

Mr. Evans stated when we approve this policy, I would like to have that plaque.

Ms. Kassel stated we can provide that to you.

Mr. Tome stated it is a 3" x 8" plaque.

Mr. Evans stated it sounds like we can continue to move forward. I think it is a great policy to implement and I do not want to drag it out any longer. The consensus of the Board was to move this along quickly. There is no reason we cannot move forward and get costs for these and find a supplier for the plaque.

Mr. Haskett stated Ms. Kassel initiated those things.

Ms. Kassel stated the cost of the plaque is being incurred by the donors, so there is no cost to the CDD. The developer is donating concrete and installation, so there will be no costs to the CDD at all.

Mr. Evans asked have you located a supplier?

Ms. Kassel stated yes, there is a firm in St. Cloud who has aluminum/brass plaques that is designed specifically for outdoor use. It is applied with an adhesive like liquid nails so it is very durable. There is a standard wording of four lines, which simply says, "In memory of," the person's name, with perhaps another line, in this case "Dear Friend and Neighbor" and the date of the dedication.

Mr. Evans asked can we get a prototype before the next meeting?

Ms. Kassel stated yes.

Mr. Qualls stated I can include language in the policy about the plaque as approved by the Board. Then we do not need to include a picture of the plaque. It sounds like the plaque has been chosen, and for uniformity, I will include that language, which it sounds like the Board will approve at the next meeting.

Ms. Snyder stated there is supposed to be a memorial in January. If we delay this until the next meeting, does that afford us the time to complete this before the memorial?

Ms. Kassel stated the plaque has been ordered and the bench arrived yesterday, so everything will be ready to be installed by the January memorial service.

Mr. Tome stated when the policy was created, there were costs associated for the bench, concrete and plaque, but at the time a plaque was not specifically selected. Whatever that final cost is should be reflected in the policy and we will need to update the number. If someone is donating a bench, the thought was that the CDD would purchase the bench and contract for the concrete installation, rather than having the individual purchase the bench and the plaque. When the costs were designed on how much that donated item will be, we did not include the cost of the plaque.

Ms. Snyder asked have the costs change?

Ms. Kassel stated yes.

Mr. Qualls stated the donation has to at least cover the actual costs of material and labor. You can always donate more.

Ms. Kassel stated we need to include shipping and tax.

SIXTH ORDER OF BUSINESS

Engineer's Report

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

SEVENTH ORDER OF BUSINESS

Developer's Report

Mr. Haskett stated at the last meeting, A Cut Above tree service attended and spoke about the pruning project. He has defined his scope of service, which I distributed to everyone. Mr. Stansell and I have been working on this and there is an exhibit attached indicating all the neighborhood street trees, dog park, the neighborhood pocket parks, downtown square and the main entrance as well as a few trees at the second entrance. He originally proposed \$22,500 for the entire property, which consisted of 1,800 or 1,900 trees. We reduced it to 1,094 trees for a proposal of \$14,000.

Ms. Snyder asked are the lines that are not red alleys?

Mr. Haskett stated that is correct.

Ms. Snyder asked will all streets be pruned?

Mr. Haskett stated yes.

Ms. Kassel stated it looks like there is a street in the D neighborhood that is not included.

Mr. Haskett stated in the Drake neighborhood on Indian Grass, the trees are nettle oaks and they are very slow growing and there are very few of them so they are not included in this scope of work. In D2 and E where no lines are colored in, there are no trees there yet.

Mr. LeMenager stated on Cat Brier, two trees at one of the former model homes has been severely pruned, perhaps by the owners, and it is out of keeping with all the other trees. We need to make it clear to the residents that the CDD is taking over management of the trees between the sidewalk and the curb for the benefit of everyone to be sure we have a good look for everyone. I think someone should make it clear in our newsletter what the policy is on tree trimming.

Ms. Snyder stated I think that has to be stated specifically because someone will then want their grass mowed also. We need to make sure we say something about the trees and CDD property.

Ms. Kassel asked who owns trees? The CDD or the home owner?

Mr. Evans stated trees on CDD property are owned by the District.

Ms. Kassel asked if a tree dies, the District is responsible to replace it?

Mr. Evans stated yes, between sidewalk and the curb but not on their lot. They are still responsible to maintain the grass.

Ms. Kassel stated this needs to be explained to the residents because there is not a good understanding of that.

Mr. Evans stated it is addressed in a lot of the documents but they interpret it differently. We can put a notice in Harmony Notes that there will be a tree pruning operation performed by the District.

Mr. LeMenager stated there are a number of regular things you have in each newsletter. This might be something to include every month, a statement about how trees are maintained.

Mr. Tome stated this will give us the opportunity to write an article on it.

Mr. LeMenager stated clearly as part of my campaign to win this seat, that was one thing I suggested, which is that the CDD take control of all its properties, including minor streets. I think that is one thing we can do to make our town look much better. We cannot do anything on private property but the areas between the sidewalk and the curb, we could have that mowed. We need to cost that out but I think it is a good use of what we are doing and I think we can do it for very little extra.

Ms. Kassel stated not having experience with this amount of tree trimming, I do not have the information to know if this is a reasonable cost or not. I think it would not hurt us to get one other bid so that we have a better idea what might be suggested by a different arborist. I know we want to get this done, but there is no urgency with this. I also want to know what we propose to do and how often we propose to do this. Is it piecemeal, is it done all at once, is it done once a year or twice a year? We need to know our plan on an annual basis for taking care of this.

Mr. Evans stated this is not an every year event. We want to thin out the canopy to protect the health of the trees. I do not envision doing this every year. Regarding doing it all at once, once they mobilize, it is better to do it all at one time.

Mr. Haskett stated they will need ten days to complete the work.

Mr. Evans stated they indicated a preference for a certain time of year.

Mr. Haskett stated that is correct, and that is during the winter. Now until January or February is the best time. To address Ms. Kassel's comment about receiving other proposals, I received in September 2007 and revised in May 2008, REW proposed 604

trees, which was the main boulevards, and their cost was \$12,080 for 604 trees. That is not comparing apples to apples so it was not considered as part of this proposal since they do not hire arborists, and this proposal is from an arborist. The service we receive from A Cut Above clearly exceeds what REW proposed.

Ms. Snyder asked can we find out an estimate what they think ongoing maintenance will be?

Mr. Haskett stated \$22,500 was the original proposal for the entire property and we reduced that almost in half. We want to cycle different areas of the property on an annual basis so that you are not paying \$22,000 every year. We will cycle the linear parks and other parks that are not addressed in this proposal.

Mr. Moyer stated we did budget \$15,000 for tree trimming so this is within the budget.

Mr. O'Keefe asked can we ask this arborist to give an estimate of when routine cutting will be? We need to make sure we will have the trees that are blooming will not be affected by this and can he tell us how many years between trimmings?

Mr. Haskett stated he did that in his original proposal. I will provide that at the next meeting.

Mr. LeMenager stated I would like to move forward. It is extremely important to protect what is our most visible asset. Trees make the community and that is your first impact. I agree that we want to do some future planning, but you only need to drive down some of the side streets and the sycamores look terrible. That needs to be addressed. That is huge with respect to the visual impact of the town. You cannot walk down the street without ducking.

On MOTION by Mr. LeMenager, seconded by Ms. Snyder, with all in favor, approval was given to the proposal from A Cut Above Tree Service in the amount of \$14,000, as described.

Mr. Evans stated our next meeting is December 18 and he may have this complete by then. Please find out the answer to the other information we requested and have it available for the next meeting.

Ms. Kassel asked was this budget line item considered a one-time item or will we need to include it as an annual line item rather than once every few years?

Mr. Evans stated we will know more when we get to our budget process. After they have done the prunings, they will tell us how often they recommend for pruning. We will assess that when we go through our next budget cycle. This was an issue that was brought up a year ago but we had not budgeted funds for it. We will address it as one of our needs during our next budget.

Mr. LeMenager stated we will also be discussing a plan for the future, but we need to get these trees trimmed now.

Mr. Haskett stated I was asked to look into pool lights for the Swim Club and the process for the photo matrix has been accomplished. We are estimating we will need a quantity of seven light fixtures with four poles. I do not have prices from the bids that I am receiving. I just received the photo matrix late last week. Now we can move forward and get proposals.

Mr. Evans asked will these lights still be dark sky compliant?

Mr. Haskett stated yes. It is a standard shoe box light similar to what is at the Toho Water Authority lift stations. They are dark sky compliant. The issue I am running into is how the designer for photo matrix utilized the planter beds with palms in them. I need more time to provide this information.

Mr. LeMenager asked the fence that was installed on CDD property, did the CDD approve the installation of the fence that has gone up at the entrance to the community?

Mr. Tome stated we are under the impression that there is an agreement that has been in place between the developer and the CDD for improvements done to CDD areas. For example, the street trees along the boulevard that are in place today. That will eventually be a front lead walk to Town Center, including retail shops. There will be other improvements that are done to that area by the developer to enhance that area for purposes of using it for walking or landscaping improvements. This was done in a way to enhance the entryway and we worked within our area. There is a small area that crosses a landscape bed to tie into the back column that goes out to U.S. 192, so aesthetically it looked like it continued the transition from a four-rail fence to a three-rail fence. As we went beyond that, the fence ran along where the Bahia and St. Augustine sod transitioned so it would be primarily out of that area so that it could be a walkway and so we could continue with the trail program rather than waiting for the market and economy to improve when we have the critical mass to begin to build the Town Center. Initially it

started out as a means to enhance the difference between front entrance and the secondary entrance so it did not look like there was not a continuation.

Mr. LeMenager stated I would like to express my concerns about the fence. Clearly a marketing campaign has begun with respect to the green nature of our community. One thing is that we are using recycled PVC to do fences and we have saved 2 million milk cartons. You installed a wooden fence that does not match the other fences. While it is nice that we have received a fence, will it now have a high level of maintenance associated with it as opposed to PVC?

Mr. Tome stated PVC was put in place to be a permanent, long-standing item and this fence was looked at to be temporary. When conditions present themselves to allow for commercial to be built, that front entry will look different at that time. Right now you see a sea of grass and the fence was designed to break that up and be a temporary fence. We looked at the cost differential and for a temporary fence, it was three to four times more to use fully recycled PVC rather than what we used. We worked hard for a year to get the green certification to market going forward. We have not abandoned our philosophy and our guiding principles that we worked hard to create, but we had to look at it and determine the best use of dollars to spend for a temporary situation. When the market changes and Town Center is built, there will be shops and store fronts and sidewalks, and it will look totally different than it does today.

Ms. Snyder stated I would like to see us put something in the newsletter because everyone online is talking about horses and no one really knows but everyone is wondering. It is almost a negative feeling and people complain that the developer never lets us know anything.

Mr. Tome stated until we know fully what we are doing and how we are doing it, some things will be done when we decide where the line is for the fence. We are not trying to keep information from the community.

Ms. Snyder stated that is what the perception is. Include something saying that a fence is going up with news to come later. Now everyone knows there is going to be a barn put up and horses will be there. I do not think we want a negative to be communicated.

Mr. Tome stated I do not disagree, but we are not done with the picture yet so let us get it done before we tell everyone what it is.

Ms. Snyder stated then put that in the newsletter.

Mr. Tome stated all I would be saying is we are thinking about some things. We only have certain levels of approvals.

Ms. Snyder stated but you did put the fence up and I am not sure I want a barn out there. You need to say something because we have been told a barn is going there.

Mr. Tome stated I am not sure who told you that.

Ms. Snyder stated I am trying to tell you what is going on in the neighborhood. I would like to know.

Mr. LeMenager stated while we appreciate that there has been great cooperation with the developer and the CDD, when we do something as major as change our front entry, that needs to be discussed first before we install a fence and get everyone questioning what is going on. We are saying to let us know before you do something that major to our property.

Mr. Tome stated you are correct as it relates to CDD land, which is less than 2% to 3% of the area where that fence is installed today. We understand the communication issue and when the full story can be unfolded, we will share it.

Ms. Snyder stated then let us know that. People see the fence.

Ms. Kassel stated I heard about the possibility of horses being there because a neighbor went to the people installing the fence and asked. Apparently the people installing the fence mentioned horses.

Mr. Tome stated if I am putting up a three-rail fence and have done that for 15 years, he is going to think something will usually go behind that fence. But that does not mean that there is.

Ms. Kassel stated if you do not want to start rumors, you might indicate that to the person who is putting up the fence.

Mr. Tome stated we tell all our contractors not to communicate with neighbors, prospects and guests. We have a permit from the County to install a fence and that is all we have. We wanted to see an enhancement to the entryway and it was a vision of one of the owners, and that is how it began.

Ms. Kassel stated it was just a suggestion. A couple meetings ago, a proposal was brought to put mulch in the playgrounds and we have not heard anything about that so I would like an update.

Mr. Haskett stated I did some research on that, as did the engineer. There are three different products with rubber material. It costs three times as much as the mulch, and the rubber matting was six times more than mulch. I will bring a revised guideline for products and will revise it to the typical cypress mulch.

EIGHTH ORDER OF BUSINESS

Monthly Boat Report

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

Mr. Golgowski stated Mr. Belieff reported that there are tears in the carpet on both boat. It does not look good and it is a safety hazard. It is a very labor intensive job and you have to strip the deck before you can recarpet. We are getting proposals to do that, including one from him, and I will have those for the next meeting. It will be at least several thousand dollars to address. He also reports we have had some difficulty with a few residents who want to fish at the dock after the park is closed. He has spoken to them several times, and they ignore his comments. Is there a response we can give him?

Ms. Snyder stated I have been attending the neighborhood watch committee meetings. The police want to know things like that. They will show up.

Ms. Kassel asked can they enforce that if there is no Statute?

Ms. Snyder stated there is a sign that says no trespassing 30 minutes after dusk.

Ms. Kassel stated that is private property.

Mr. Evans stated it is not CDD property.

Ms. Kassel asked does the private property owner need to make the call?

Mr. Evans stated anyone can call the police since the sign is posted.

Mr. Golgowski stated that was his question. Should he go right to the sheriff?

Mr. Evans stated just call the sheriff directly.

Ms. Snyder stated the sheriff wants interaction with the community. If you see anything out of the ordinary, they encourage you to call. They are waiting for the calls.

Mr. Golgowski stated the Board approved hiring Mr. Belieff full time as a parks manager/dockmaster. I provided a job description for dock operations but also as the first responder for other activities in all the parks. That is for your information as well as the benefits package that Severn Trent offers as an employee of Severn Trent.

Mr. Evans stated one thing I think you should add to the job description is that it should include a written report and a presence at CDD meetings to give an update. It

should be a written report on what he has been doing for the month. If we are paying him to do hands-on work, he should prepare the boat report and he should have a written report of activities to include in the agenda package. I think there was a discussion to add part-time assistants. Is there any conflict of interest if it is a Board member who is the part-time dockmaster? They would be precluded from voting on anything to their direct benefit relative to that role.

Mr. Qualls stated I do not foresee a conflict at this point, but I would like to check some Statutes to make sure. Is it a voluntary basis or a paid position?

Mr. Evans stated it is a paid position.

Ms. Kassel asked can we make the doggie pots, which are currently full, one of his responsibilities to be sure the receptacles are emptied and the bags are replaced regularly?

Mr. Golgowski stated this did consider contractual obligations done by others as far as maintenance of the parks, such as cleaning the bath houses and maintenance of the pools.

Ms. Kassel stated the replacing of the bags and cleaning the doggie pot receptacles have not been consistently addressed. If it is not Mr. Belieff or whomever we hire, then it will need to be addressed.

Mr. Golgowski stated he can speak with the contractor.

Mr. Haskett stated REW is the contractor.

Mr. Evans stated it sounds like she does not care how it gets done but that it gets done. Since he will be assisting, he can help make sure it gets done.

Mr. Tome asked who will Mr. Belieff report to? Who is his supervisor?

Mr. Evans stated the District Manager.

NINTH ORDER OF BUSINESS

Supervisor Requests

Ms. Snyder stated when the columns were fixed, they were painted and I wonder if we have a warranty on that. I was walking by and noticed there is a square on Cat Brier and Fair Grass where a whole chunk has come away. It does not look like someone hit it but it just came away somehow. There are other corners in the area that needs attention. What did we do and did it work?

Mr. Haskett stated due to the galvanized metal corner beading, moisture has gotten in behind the stucco and works its way through. We did an application two years ago with

rust preventer to help control it, but it will be an ongoing maintenance issue by painting. As we move forward, there is plastic corner beading that will prevent any further damage.

Ms. Snyder stated I would like you to look at that one with the chunk missing.

Mr. Haskett stated in neighborhood pocket parks, they seem to need more upkeep for damage. They are addressed periodically.

Ms. Kassel stated we discussed last month about the high school swim club having an agreement with the CDD for use of the pool. Is there any update?

Mr. LeMenager stated swimming season is over so you do not have to worry about it for a while, but it is a good question.

Mr. Tome stated several residents go to the high school and they have keys so it is an informal gathering where they have spoken to the others on the team. If the District wants to do it, I think it is a great idea but there has been nothing done formally or informally.

Mr. Qualls stated the policy allows someone to bring up to eight guests. If someone on the swim team wanted to invite some friends, they can do that.

Mr. LeMenager stated we are talking about an organized practice for the freshman team and I am sure some of them live here.

Mr. Qualls stated I am not sure there is a violation even if you are having a formal practice. Our policy does not make a distinction. I can speak with the swim coach and ask for a *quid pro quo* and I think this can be handled in a friendly manner. But perhaps someone else would get better response than me as the attorney calling.

Mr. LeMenager stated I am happy to talk with the swim coaches.

Ms. Snyder stated the more it is used, the better value it has.

Ms. Kassel stated there are a number of sidewalk areas like Long Park where the sidewalk is uneven. I will catch my foot on them and they are at least an inch uneven.

Mr. Evans stated we went through a very extensive sidewalk repair program less than a year ago, so these must be new.

Ms. Kassel stated these are within the last six months. What do we do when these come to our attention?

Mr. Evans stated we repair it. We did an overall assessment but if something is that obvious and of that magnitude, we just correct it. We do not need to do an assessment a year later. The assessment was a catch-up and we knew there was settling on the

sidewalks. All the sidewalks were built at the same time so we have a good handle on it. If there is something you notice, we should just fix it.

Mr. Gierok stated there were two areas that we did see and I requested a quote from the contractor. I will find out where that is and I will follow up to see if it was repaired.

Ms. Kassel stated it was not fixed, and there are one or two other areas that need to be repaired.

Mr. Moyer stated you can mark it on a map and send it to us. We know the vendor and we will take care of that.

Ms. Kassel stated I would like to request that we move our meetings to evening hours so that more residents can attend if they want to. They may not but I would like to give them the opportunity.

Mr. Evans stated we have talked about this a number of times. One of the things you run into is additional costs for some of the professional staff because it is outside of normal business hours. If we move to evening hours, perhaps we have meetings every other month instead of every month and have them in the evenings. We budgeted a certain number of dollars for meetings to be held during the day. If you want to move it to evenings, then I suggest do it once a quarter or every two months and have meetings every two months in the evening. Most of the business we do now is administrative. There are no new major projects. Everything is pretty much on auto pilot. The manager is authorized to pay the bills and they are authorized to perform certain levels of work. We can have the meeting on December 18 at 9:00 a.m. but going forward, if you want to change them, we can go to every other month and have them in the evenings.

Ms. Kassel asked in other words, we will meet six times a year in the evening and not meet at all in the morning.

Mr. Evans stated that is correct.

Mr. LeMenager stated if there is a need, we can always call a special meeting.

Mr. Evans stated that is correct.

Mr. Moyer stated for things like the sidewalk that come up, you do not need to wait for a meeting to raise that. Just let our office know.

Mr. Evans stated that is a good idea. They are already authorized to implement procedures that we have approved expending these funds for. They do not need to come back to us. Sometimes they do, but they do not necessarily have to. The tree trimming is

within the scope of the budget and we have already decided we need to perform the work. If they wanted to, they could already have implemented this program because they were authorized to do that under their normal umbrella for maintenance services.

Mr. LeMenager stated Mr. Moyer is involved with a number of CDDs. Is it typical for CDDs not to meet monthly?

Mr. Moyer stated it depends on where they are in their life cycle. It is not out of the ordinary to meet bimonthly. Some Districts are constrained in terms of monies and budgets and they did not want to raise assessments. Part of the solution to that was to meet bimonthly or quarterly.

Mr. LeMenager stated we can discuss it next month and take this month to think about it. I am not in favor if it added to our costs. I think meeting bi-monthly is a good solution in terms of cutting costs. It is not a bad idea at all.

Ms. Kassel stated I would like to table the discussion of this item until December.

Mr. Evans stated we will add it to our agenda for December.

Ms. Snyder asked where are we with the community garden?

Ms. Kassel stated I have a series of petitions signed by some residents that I will distribute. We did not get to all the residents. This is a preliminary questioning of some residents, of people who are interested in seeing a community garden in Harmony. They signed this petition requesting the CDD put some effort into creating a community garden.

Mr. Evans asked did they say what property the CDD should put it on?

Ms. Snyder stated I thought the CDD was going to come back and say what an appropriate place would be.

Mr. Qualls stated I recommend to the Board, since there is no precedent that I can find, the CDD has a single purpose, and this garden has to fit within that single purpose. The Board needs to determine if it does or does not fit within that purpose.

Mr. Evans stated I have had experience with community gardens and CDDs for 12 years. If you are taking CDD funds and putting them into an amenity and it is only for the benefit of a select number and not all the property owners, you are on thin ice. A resident can come up and say they are paying for this project but they do not get the benefit of it. CDD lands were designated as parks. It is a very delicate issue. In other communities, they do it within the HOA where their guidelines are far more flexible than those of the

CDD, and it is on land they own. As far as the District trying to put a community garden on their property, it is a precarious approach to take because I do not know how you regulate it and include everyone and not exclude someone.

Ms. Snyder stated it sounds like we should go to the HOA and drop it from the CDD.

Mr. Evans stated the CDD has a single purpose, which is maintenance of infrastructure. The park, the roadways, the landscape, the Swim Club are all infrastructure. A community garden is not infrastructure but it is a created amenity, so that is a gray area. When you try to implement something along that line, it is a gray area. I get criticized for being conservative about what we can and should do, but it is in an abundance of caution. If there is another avenue for the garden, I think you should pursue that. I support the idea, but not on CDD property.

Ms. Snyder stated at the meeting before that, I thought I heard about someone going to see about an appropriate place. I recall discussing HOA property and I asked how do we get HOA property for this.

Mr. Evans stated I tried to express the concern that it is stepping outside the realm of the single purpose for the CDD. We are very limited in our authority. The repercussions are pretty severe if we go outside our authority.

Ms. Snyder asked how does the HOA get property?

Mr. Evans stated the HOA does not have any property. You need to find where the property is, who will fund it, who will maintain it and will operate it. I do not know of any District property that is conducive to do this. I do not think this is an issue for the District, but I am not sure who to direct it to.

Mr. Tome stated as the developer, we felt a bit in limbo, too, and we have been waiting for direction from the Board to make that determination once and for all. That will help us be able to look for some property that will work and we can explore the alternatives. We have been waiting for final direction from the Board. We encourage those who are interested to come to us and we will explore other opportunities.

Ms. Kassel stated I would like to discuss opportunities with the developer. The book we received mentions that even unfinished records should be made available to the public because of the Sunshine law, so I am hoping what we can do is get a copy of the minutes posted before they are approved. The bat house was an issue with some residents and they would have liked to have known about that decision and they would have liked to

have contributed an opinion on that decision before it was made by the CDD. I would like to allow the residents to see what went on at the meeting sooner than after we make decisions from the previous meeting.

Mr. Moyer stated before you approve these minutes, they are not official and they have no weight. They are notes of what happens at these meetings. We need to be careful putting documents out there that represent the consensus of this Board that have not been approved by the Bared. We generally do not do those types of things. We wait until the Board approves the minutes and then they truly become public because we have to file them with Osceola County.

Ms. Kassel asked is there some other way to let the residents know what was discussed at this meeting before the next meeting when the minutes are approved?

Ms. Burgess stated this was discussed after the budget workshop. I asked if I can include the draft minutes of the previous meeting when the agenda is posted on the website. Our policy is that once the agenda packages are delivered to you Board members, that information becomes public record and at that point those minutes can be posted on the website. People have access to them about a week before they are approved. As Mr. Moyer explained, we do not release copies of these minutes until they become public record. The draft minutes are included behind the agenda for the next meeting, and once they are approved, they are posted on the Minutes page.

Mr. LeMenager stated this gets to the issue of communication and not wanting to be surprised and that was the issue with the bat house. I think we all agree this was a great idea but at least one couple thought this was the most horrible thing they had ever seen. We did not have a feeling for that when it was originally presented to the CDD. I think it comes down to people wanting to know things ahead of time. We are not saying we do not support what the developer is doing, but people want to know things ahead of time.

Ms. Kassel stated they want to know with enough time to get read and respond to it.

Mr. Evans asked did you say you are posting the draft minutes or that you could post them?

Ms. Burgess stated I am already doing that. The Board approved me doing that and I have been doing that for three or four months.

Mr. Evans stated so the public can see them the same time we see them.

Ms. Burgess stated that is correct. It sounds like they want to know about any issues that anyone is going to bring before the Board to vote on before the meeting. There is no way of us doing that unless we start posting the agenda package on the website. Anything that the developer or anyone else brings up at the meeting, you hear about it at the same time the public hears about it. The only way for people to participate in those decisions is for them to participate in the meetings.

Mr. LeMenager stated perhaps the solution is for the developer and others to give us some advance notice of the things they might be proposing at the next meeting. My feeling is, from our constituents, they would like to know about it.

Ms. Kassel asked is there any reason why we would not post the agenda and package on the website prior to the meeting?

Ms. Burgess stated there is no reason we cannot do that. It is just a matter of getting the information posted and if it is too large, we will have to break it down into several parts. We could post the agenda package less all the invoices.

Mr. LeMenager stated I do not think posting the invoices is necessary.

Mr. Evans stated we will have the agenda, the minutes and the financial statements.

Ms. Kassel stated as residents, we can just post something to the yahoo group saying that it is on the website and if they want to comment on anything that has come up at the previous meeting that may come up for a decision at this meeting, here is your opportunity. It would be helpful to remind them that the minutes are posted and provide the website address.

TENTH ORDER OF BUSINESS

Audience Comments

Ms. Pam LeMenager stated I want to be sure you know about the soccer field repairs that are needed.

Mr. Tome stated yes and we are working on getting those repaired.

Ms. LeMenager stated congratulations to the new Board.

TENTH ORDER OF BUSINESS

Adjournment

The meeting adjourned at 10:55 a.m.

THIRD ORDER OF BUSINESS

**Harmony Community Development District
Parks and Recreation Facilities Policy**

1. Definitions

1.1 General Use

Any use of the facilities on District property for recreation.

1.2 Special Event

Any event held on District property, which involves a group of people gathering to participate in an activity involving more than normal, everyday use of the property. Examples of special events can be found in this policy in provision 5.2.

1.3 Organizer

The individual, entity, organization or company in charge of the event.

1.4 Dock Master

Individual(s) responsible to the District for maintenance of District boating facilities.

1.5 District Office

The office of the District Manager located at 610 Sycamore Street, Suite 130, Celebration, FL 34747. Phone number: 407-566-1935.

1.6 District Manager

The person or entity employed by the District and who has charge and supervision of the works of the district and shall be responsible for preserving and maintaining any service, system, improvement or facility constructed or erected pursuant to the provisions of this act, for maintaining and operating the equipment owned by the district and for performing such other duties as may be prescribed by the board.

2. Boat Use

2.1 Use of Facility

a. All boating equipment must be maintained in a neat, clean and sanitary condition at all times and the boat user must use his or her best efforts to deter vandalism and protect the premises, equipment and improvements owned by the District.

b. The boat user agrees to report any unusual incidents or hazardous conditions to the District as soon as possible and to refrain from use until further notification by the District. The boat user agrees further to report any emergencies to the appropriate emergency personnel by calling 911.

c. The Dock Master is the final authority on daily boat operations. Users must adhere to his or her judgment regarding lake access or whether the boat is adequately prepared for use.

d. In the event the Dock Master has doubts as to a potential user's capacity to operate the boat, the Dock Master must deny the potential user access to the boat in order to protect the health, safety and welfare of the potential boat user.

2.2 Contract

All persons, prior to boat use, must acknowledge and sign the "Harmony Community Development District Boat Use Agreement." All provisions of the Boat Use Agreement are incorporated herein and each person using a boat is subject to such provisions.

2.3 Security Deposit or Provision of Credit Card Information

a. All parties, prior to boat use must pay a security/damage deposit of \$250.00 to the District Office as set forth in 2.3 b. below, or must provide the District office with a copy of the party's picture I.D. and a valid credit card in the user's name as set forth in section 2.3 c. below.

b. All parties who do not provide credit card information as set forth in Section 2.3 c. below, must pay a security/damage deposit of \$250.00 to be held by the District prior to boat use. The District shall collect from the potential boat user a damage deposit of \$250 at least 5 days prior to the boat being utilized.

At the conclusion of the boat use and upon inspection, the District shall either 1) return the Damage Deposit to the boat user if there is no damage to District property or 2) charge the boat user for any damage to the District property and apply the Damage Deposit to the charge.

If the damage to the District property is less than the Damage Deposit, the excess amount from the deposit shall be returned to the boat user. If the damage to the District property exceeds the Damage Deposit, the event organizer shall be charged for the property damages. All damage charges must be paid to the District no later than 15 days after invoice date.

c. Prior to boat use, all parties who do not provide a security/damage deposit as set forth in Section 2.3 b., must provide the District Office with a copy of a picture I.D. and a valid credit card in the user's name with available credit in lieu of a security/damage deposit to

secure payment in the event of default, loss, damage, or other occurrence. In the event that the boat is damaged by the party using the boat, then the District reserves the right to utilize the credit card in order to cover the amount of the damage incurred.

2.4 Orientation

All persons, prior to boat use, must undergo an orientation session with the Dock Master concerning the operation and use of all equipment.

2.5 Inspection Prior to Boat Use

a. The Dock Master and potential boat users must inspect each boat prior to departure for prior damage and fill out the Boat Inspection Sheet which must be signed and dated. The inspection sheet will be logged, and becomes part of the boat-use agreement.

b. Upon inspection, if the user finds evidence of damage to any of the District boats they must report the damage to the Dock Master who must report the information to the District Board.

c. If the user discovers damage to the boats, the user must refrain from using the boat until further notification from the District.

2.6 Inspection upon Return of Boat

The Dock Master will complete an inspection of the boat immediately following, or as close to the end of the boat use as is reasonable. Upon inspection, the Dock Master will assess the damage, if any, to the boat and will invoice the boat user for the cost of the damage and will report his or her findings to the Board.

2.7 State and Federal Laws

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

2.8 Dogs and Other Pets Prohibited Around District Waterways

Due to safety considerations, dogs and other companion animals are not allowed at Buck Lake Park or on any watercraft. Disabled individuals may bring one service dog to the Park for assistance if the dog is wearing a vest or has other proper marking that clearly identifies dog as a service dog, if dog is kept under control on a leash at ALL times and if dog is kept out of the water and away from the canoe launching beach and other immediate shoreline areas.

3. Swimming Pool Use

3.1 Use of Facility

- a. The pool and pool facility must be maintained in a neat, clean and sanitary condition at all times pursuant to Florida law. The pool user must use his or her best efforts to deter vandalism and protect the premises, equipment and improvements owned by the District. The pool user agrees to report any unusual incidents or hazardous conditions to the District as soon as possible and to refrain from use of the facility. The pool user agrees to report any emergencies to the appropriate emergency personnel by calling 9-1-1.
- b. Swimming is permitted only during pool hours of operation.
- c. In order to use the pool facilities, an access device must be obtained from the District Office.
- d. Children must be under adult supervision to use the swimming pool.
- e. Resident may only bring a maximum of 8 guests to the pool.
- f. Access privileges may be suspended for not following the rules and/or other reasons (vandalism, willful and malicious disregard for the rules, etc.)
- g. Any person swimming when the facility is closed is subject to loss of his or her access card.
- h. No alcoholic beverages are permitted in or around the pool areas.
- i. Smoking is not permitted at any time.
- j. No glass bottles are permitted within the pool areas.
- k. No animals are allowed in the pool or pool deck area unless service animals as permitted by law.

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3.2 Contract

All persons, prior to pool use, must acknowledge and sign the "Harmony Community Development District Pool Use Agreement." All provisions of the Pool Use Agreement are incorporated herein and each person using the pool is subject to such provisions and the District rules and policies.

3.3 Rates, Fee, Rentals or other charges

All persons, prior to pool use, must obtain an access card from the District Office for the use of the facilities. Non-residents must pay all fees and other applicable charges in order to utilize the swimming pools.

4. Use of Soccer, Volleyball and Basketball Facilities

4.1 Use of Facility - General

- a. The soccer, basketball and volleyball facilities ("facilities") are generally available for open recreation during daylight hours, weather permitting. Space may be limited due to event reservations or other District activities (see rule 5.1 for event scheduling policies). Use of the District soccer and volleyball facilities is subject to special event fees and charges as set forth in section 7.1 below.
- b. Use of facilities is only permitted during hours of operation.
- c. Any person using these facilities outside hours of operation may be suspended indefinitely from using the facility.
- d. All participants shall adhere to published District policies, regulations, guidelines, and local, state and federal laws. Access privileges may be suspended for not following the rules and/or other reasons (vandalism, willful and malicious disregard for the rules, etc.).
- e. No alcohol, tobacco, or glass containers are permitted on the premises of the park facilities.
- f. Golf or other activities that may cause damage to the facilities are prohibited.
- g. All users must follow the instructions given by the District staff members. Violators are subject to ejection and suspension from the facilities.
- h. Users must follow the procedure set forth in rule 5.1 below to reserve the facility for an event as that term is defined therein. Users wishing to reserve the facilities for an event must pay the security deposit as set forth in rule 7.3 below.
- i. Scaling, jumping or climbing upon any facility equipment or structures is not permitted.
- j. Use of the facilities is for District residents unless such use by the general public qualifies as an event and the applicable event fees and charges are paid as set forth in rule 7.1 below.

4.2 Use of Facilities by Children.

Children must be under adult supervision to use the facilities.

4.3 Waiver of Liability, Indemnification

Users of the facilities expressly undertake to indemnify and save harmless the District from all liability and/or injury, loss, or damages arising out of use of the facilities, whether it be caused by the negligence of the District, the District's agents or employees, or otherwise.

4.4 Damages, Repairs, and Inspection

Users of the facilities agree to be responsible for all damages to buildings, grounds, fields and equipment incident to their use of the facilities. Users shall make no temporary or permanent modifications to the facilities without the prior written consent of the District.

The District or its designee may inspect the subject premises as set forth in rule 6.3 below.

4.5 Participants and Attendees

A user organizing activities on the facilities among other users is responsible for ensuring that all participants and attendees at user's activity are aware of the rules established by the District for use of District facilities. The organizing user is responsible for any and all damages to buildings, grounds, fields and equipment caused by participants and attendees. If the organizing user's activity on the facilities is open to any non-residents of the District, then no person shall be denied the equal privileges and enjoyment of having free and open access to the user's event on the basis of race, color, creed, religion, national origin or sexual orientation. Access may not be limited on the basis of age or sex except insofar as the goals or purposes of the activity require such limitation and are lawful.

4.6 Abandoned Property

Any property left on the facilities shall, after a period of ten days from the last day of the scheduled use, be deemed abandoned and shall become property of the District to be disposed of or utilized at the District's sole discretion.

5. Special Event Application Process

5.1 Facility Reservations

Use of District facilities is scheduled on a "**first come, first serve basis.**" The event organizer must submit an application (Attachments A and B) to the District, no later than **15 calendar days** prior to the event. If there is a conflict of dates, the organizer will be notified by the District after receiving and reviewing the application.

5.2 Event Approval or Denial

After review of the application, the District or its District Manager may approve or deny the application. The District will inform the event organizer within **5 calendar days** after receipt of the application as to the approval or denial of the event.

The following list of events does not identify every possible event, but should provide a guideline as to the types of events that can be held on District property. Questions should be directed to the District Manager.

Events:

- Birthday Parties
- Anniversary Parties
- Wedding, Graduation, and other receptions
- Club Activities
- Instructional Classes
- Registrations
- Plays/ Musicals
- Walk-a-thons
- Dog Shows or other pet shows
- Garage Sales
- Beauty Pageants
- Magic Shows
- Concerts
- Dances
- Auctions
- Athletic Events
- Political Events
- Religious Events

5.3 Review of Application

In addition to the event logistics, the District's review of the application will take into consideration and assess in the best interests of the District:

- a) Time of the performance or function and the duration of the event.
- b) Any disruption of the normal use of parks or recreation facilities
- c) Whether the event is consistent with the family atmosphere desired to be maintained in the Harmony Community.
- d) Whether the event is consistent with Harmony's Restrictions, Guidelines and Goals Concerning Companion Animals, Habitat and Wildlife

5.4 Event Logistics

The event organizer must provide the District with detailed event information and copies of required documents no later than **5 calendar days prior to the event**. The information and documents may include but are not limited to the following:

- a) *Payment of Fees*

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Tallahassee, Florida 32301
(850) 222 - 7206

Event organizer must pay all fees to the District no later than **5 calendar days prior** to the event date. **Individuals, organizations or companies assessed fees during or after the event will be invoiced by the District on an individual event basis. Except for and subject to the provisions of Section 4 of this rule policy, all fees must be paid to the District no later than thirty (30) calendar days after invoice date.**

b) Event Map/ Layout

Layout of event site, including parking and traffic flow. Location of any tents must be included. This District requires any tents to meet County code and the organizer must present evidence of a County permit.

c) Event Agenda

Show times, other function times, etc.

d) Vendor/ Supplier List

Names, addresses, phone #'s of all food and merchandise vendors, rental companies, subcontractors and any other groups operating at the event.

e) Logistical Schedule of Event

Deliveries, set-up, clean-up.

f) Tent Permits/ Fire Retardant Certificates

A tent permit can be obtained through the County Zoning and Code Enforcement Department. All tents larger than 10' x 10' must have a permit. To receive a permit, a map approved by District must be submitted showing the location of all tents. Proof of a fire retardant certificate for each tent is required. **Contact information:** Contact the County Zoning and Code Enforcement Office at the address provided on current application form.

g) County Alcohol Permit

Approved County manager Alcohol Permit Application – **Contact information:** Contact the County Parks and Recreation Department at the address provided on the current application form.

h) Other Approvals

Street closure approval and any other applicable government issued permits and approvals are the responsibility of the event organizer.

6.1 Use of Facility

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a. The organizer shall not commit, nor cause to be committed, any waste on the District property. The premises must be maintained in a neat, clean and sanitary condition at all times and the organizer must use his or her best efforts to deter vandalism and protect the premises, equipment and improvements owned by the District. The organizer agrees to report any emergency, unusual incidents or hazardous conditions to the District as soon as possible.

b. District Park facilities may only be used from dawn until dusk.

6.2 Maintenance

The District will perform ordinary maintenance for the subject premises; however, the organizer will be responsible for preparing the premises for each event and returning the premises to the condition found prior to the event.

6.3 Inspection of Subject Premises following event

The District or its designee will complete an inspection of the subject premises immediately following, or as close to the end of a function as is reasonable given the timing and duration of the event. Upon inspection, the District or its designee will assess any damage to the subject premises and will invoice the organizer for the cost of the damage.

6.4 Signs

The organizer is permitted to place signs and/or banners at the Facility no more than **2 calendar days** prior to the event. All such signs must be erected and dismantled at the organizer's expense. This Section does not automatically authorize the specific placement of any such signs and/or banners and their placement shall be subject to any existing District resolution or rule or County Ordinance which regulates the placement of signs.

Upon completion of an event, all signs and/or banners must be removed by 5:00 p.m. the following calendar day.

6.5 Event times

All events are to occur during normal operating hours of the facility in which the event is being held.

6.6 Assumption of Risk

The event organizer assumes the sole and exclusive risk of weather conditions prohibiting performance of all or any part of the special events. The District makes no representa-

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tions that the premises will be available on any dates, which the organizer may wish to re-schedule an event, other than the dates previously reserved.

7. Special Event Fees & Charges

7.1 Special Event Fees & Charges

Pursuant to the authority in s. 190.011 (10), Florida Statutes, and as provided by **District Resolution**, as amended from time to time, the District may collect special event fees or charges necessary to conduct the district activities and services.

7.2 Damage/ Clean Up Statement

(Charged on an individual event basis). Any organization or individual that holds a special event on District property will be responsible for any area, park or facility that is utilized during the event. The organizer must provide for clean up after each event.

Any individual, organization or company needing dumpster service **in addition** to the usual dumpster service provided by the District must utilize Osceola County's current waste removal contractor. Contact Osceola County's current waste removal contractor as found on the current applications.

7.3 Damage Deposit

For each event with 10 or more attendees, the District shall collect from the event organizer a **damage deposit** of \$250 at least **5 days** prior to the event.

At the conclusion of the event and upon inspection, the District shall either **1)** return the Damage Deposit to the event organizer if there is no damage to District property or **2)** charge the event organizer for any damage to the District property and apply the Damage Deposit to the charge.

If the damage to the District property is less than the Damage Deposit, the excess amount from the deposit shall be returned to the event organizer. If the damage to the District property exceeds the Damage Deposit, the event organizer shall be charged for the property damages. All damage charges must be paid to the District no later than **15 days** after invoice date.

8. Insurance Requirements

8.1 INDEMNIFICATION and HOLD HARMLESS

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The EVENT ORGANIZER shall sign the application and therefore agree for the entity, corporation, organization or individual and all of its agents, officers, directors, employees, consultants or similar persons to be LIABLE FOR ANY AND ALL DAMAGES, LOSSES AND EXPENSES incurred by the District, CAUSED BY the acts and/or omissions of the organizer, or any of its agents, officers, directors, employees or the like.

The EVENT ORGANIZER AGREES TO INDEMNIFY¹, DEFEND, AND HOLD THE DISTRICT HARMLESS² for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorneys fees, arising from any and all acts and/or omissions of the organizer, or any of its agents, officers, directors, employees, consultants or similar persons.

The state, agency or subdivision of the state shall not be subject to this indemnification clause in accordance with s. 768.28(19), Florida Statutes.

None of the indemnification or insurance requirements referenced in this Policy or in the Applications constitute a waiver of sovereign immunity pursuant to s. 768.28, Florida Statutes.

8.2 Insurance Requirements

In order to hold a special event the requesting organization or individual must, **upon request of the District**, furnish the District with liability insurance, identifying the District as "**Additionally Insured**" for the date of the event. **Additional insured to read:** Harmony Community Development District. This name and address must be on all Certificates of Insurance.

Insurance shall be provided, at the discretion of the District or the District Manager, for the events scheduled to occur on District property. The District's decision will be reasonable, fair, non-arbitrary and informed. The District will review the quantity of participants and the nature of the activity and/ or product sales to make a final determination.

PLEASE NOTE:

¹ As used in this policy, the phrase "indemnify" shall mean "to restore the victim of a loss, in whole or in part, by payment, repair, or replacement." Blacks Law Dictionary 769 (6th ed. 1990).

² As used in this policy, the phrase "hold harmless" shall mean that the organizer "assumes the liability inherent in a situation, thereby relieving the [District] of responsibility." Id. at 731.

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1. **Auto Liability Insurance** will be required in the amount of the general liability requirement if automobiles are used as part of the event.
2. **Product Liability Insurance** will be required if there is food sales or consumption at the event. Each food vendor must provide a Product Liability Insurance minimum of \$1,000,000).
3. **Workers Compensation** will be required if employees are hired for the event, according to Florida State Statutes.
4. **Alcohol Liability Insurance** will be required if there is alcoholic beverage sales or consumption at event (Osceola County uses a minimum of \$1,000,000).

8.3 Special Event Insurance Requirements

The event organizer is responsible for obtaining and submitting all required insurance certificates to the District no later than **five (5) calendar days** prior to the event date. Failure to provide this information within **five (5) calendar days** prior to the event date will result in cancellation of the event.

The District reserves the right to adjust insurance requirements on a per event basis.

Any event requesting a waiver or reduction in the required insurance must submit written notification of the request with the application/permit to the District no later than **fifteen (15) calendar days** prior to the event date. If the organization or individual has any insurance-related questions, each is encouraged to contact the District Manager at the District Office.

9. Special Event Approval

9.1 Approval/Denial Verification

The District will provide written notification of the approval or denial of any special requests: insurance waiver or revisions, policy waiver, and any other special request submitted in writing by the event organizer.

9.2 Revisions or Adjustments to Application

No revisions or adjustments to a final approved application or related items may be made without prior written notification to and written approval from the District or designee.

10. Responsibility Statement

An organization or individual planning and executing an event on District property will abide by all the policies set forth in this policy and all County and District policies, ordinances and rules. The organizer will also supply the District with all the information,

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documentation and insurance requirements necessary to assure that all parties involved with the event will be in compliance.

Failure to abide by the policies stated in this policy may affect future special event requests submitted by the individual or organization.

11. Enforcement and Penalties

Pursuant to Chapter 190.041, Florida Statutes, the board or any aggrieved person may have recourse to such remedies in law and at equity as may be necessary to ensure compliance with the provisions of this policy, including injunctive relief to enjoin or restrain any persons violating the provisions of this policy or any bylaws, resolutions, regulations, rules, codes, or orders adopted under this policy.

12. Harmony Community Development District Memorial Policy

Pursuant to the authority granted to the Harmony Community Development District (“CDD”) in the CDD’s state-law charter (Chapter 190, Florida Statutes), the Harmony Community Development District (CDD) graciously welcomes cash gifts for the purchase of memorial items to be installed in the public spaces of Harmony to memorialize or honor a person or event. Such donations shall take the form of monetary gifts used for the acquisition of common park memorial-furnishings or plants to be used in Harmony’s parks and trails.

12.1 Monetary Donations

At the donor’s option, monetary gifts may be recognized by the CDD’s installation of a standardized memorial plaque at a central location designated for the display of such plaques. The donation will include the purchase price of such plaques, including tax and shipping fees. Any remaining funds shall be used to carry out the single, specialized purpose of the District. All plaques will be a standard size and material, as selected by the CDD, regardless of the amount of the cash gift. Plaque inscriptions will be proposed by the donor and approved by the Harmony CDD manager or her or his designee.

12.2 Park and Trail Memorials

The park and trail furnishings have been selected by the Harmony CDD Board of Supervisors for regular use at Harmony. Substitutions will not be allowed. The Harmony CDD manager or his designee, will determine the appropriate location of such memorials taking into account any suggestions by the donor.

Donations of memorial furnishings will include the installation of a concrete pad or other setting for the item, a memorial plaque if the donor so desires and upkeep of the park and trail memorial. Plaque inscriptions will be proposed by the donor and approved by the Harmony CDD manager or her or his designee. The plaques will be of a uniform size, material and design as selected and determined by the CDD Board. Each plaque will allow for a uniform amount of text as determined by the CDD Board.

Upkeep may involve periodic cleaning and plaque replacement through the life of the item. Memorials will be installed by the Harmony CDD, will become its property upon installation and will remain on the grounds until they become unsafe or unacceptable from an aesthetic standpoint. If an item has to be removed, a reasonable effort will be made to inform the donor. If the donor chooses to replace the item, a replacement may be provided at the cost of replacement at that time. The donor is responsible for funding the replacement costs associated with replacing the item. Memorials cannot be reserved, but are offered on a first come first served basis.

12.3 Memorial Trees

Memorial donation of a tree will include its installation and initial irrigation, a memorial plaque if the donor so desires and upkeep of the tree. In the case of trees, memorial plaques will also serve an educational purpose; therefore the most prominent information on the plaque will be the scientific and common names of the tree. Plaques will not be placed directly on the tree but on a ground stake nearby. The plaques will be of a uniform size, material and design as selected and determined by the CDD Board. Each plaque will allow for a uniform amount of text as determined by the CDD Board.

Oaks will typically be used for this memorial and will be of a size and quality normally used in Harmony park plantings, although a different tree species may be proposed by the donor and approved by Harmony CDD manager or designee. If another tree species is used the price of the memorial will be adjusted accordingly.

Memorial trees will also be installed by the Harmony CDD and will become its property upon installation. Reasonable care in keeping with the level of care given to any other tree within Harmony's parks will be provided to memorial trees. Memorial trees are subject to pruning, trimming and removal if they are affected by disease, insect or wind damage or other injury or condition that would make them a safety hazard or unacceptable from an aesthetic standpoint. If a tree has to be removed, a reasonable effort will be made to inform the donor. If the donor chooses to replace the tree, a replacement tree may be provided at the cost of replacement at that time.

Plaques that become lost or damaged may be replaced in kind at the donor's cost.

12.4 Donation Items

Donation costs shall include the market price of the item to be donated, plus tax and any delivery or other applicable fees. Donation costs shall also include the current market labor and other costs associated with the placement of the memorial or other items.

Please check with the Harmony CDD office for current rates and policies. Trees, plaques, park and trail furnishings cannot be ordered until all funds are received.

Harmony Community Development District Memorial Tree Planting or Memorial Park or Trail Furnishings Application

Please fill out this application form and mail it to Harmony Community Development District at ADDRESS

Donor or Donors (if joint), or Organization Name: (If organization please include the Contact Name): _____

Address:

Phone number: _____

In memory of (Person or event remembered): _____

In honor of (Person or event honored): _____

Please indicate what type of memorial you would like (tree, bench, picnic table, etc.):

If you would like a memorial tree and would prefer a species other than oak please indicate what type you would like here (a different species could affect the price of the memorial and is subject to approval of the Harmony CDD manager or designee): _____

Preferred Location of the Memorial (both tree and furnishings): _____

For our records please write a brief statement of intent:

FOURTH ORDER OF BUSINESS

4A

**Harmony
Community Development District**

Financial Statements

November 30, 2008

**HARMONY CDD
BALANCE SHEET
NOVEMBER 30, 2008**

	GENERAL	2001 DEBT SERVICE	2004 DEBT SERVICE	2004 CAPITAL PROJECTS	TOTALS
ASSETS	\$	\$	\$	\$	\$
CASH	277,346	-	-	-	277,346
CASH ON HAND	500	-	-	-	500
ASSESSMENTS RECEIVABLE, NET	76,197	-	-	-	76,197
DUE FROM OTHER FUNDS	9,116	-	180,310	-	189,426
INVESTMENTS:					
CONSTRUCTION FUND	-	-	-	240,346	240,346
COST OF ISSUANCE	-	-	-	32,226	32,226
PREPAYMENT ACCOUNT	-	13,541	3,229	-	16,770
RESERVE FUND	-	1,442,006	861,350	-	2,303,356
REVENUE FUND	-	4,062	59,830	-	63,892
TOTAL ASSETS	<u>\$ 363,159</u>	<u>\$ 1,459,609</u>	<u>\$ 1,104,719</u>	<u>\$ 272,572</u>	<u>\$ 3,200,059</u>
LIABILITIES & FUND BALANCES					
LIABILITIES	\$	\$	\$	\$	\$
ACCOUNTS PAYABLE	8,992	-	-	-	8,992
ACCRUED EXPENSES	92,662	-	-	-	92,662
DUE TO OTHER FUNDS	-	171,316	-	18,110	189,426
DEPOSITS	500	-	-	-	500
TOTAL LIABILITIES	<u>102,154</u>	<u>171,316</u>	<u>-</u>	<u>18,110</u>	<u>291,580</u>
FUND BALANCES					
RESERVED FOR DEBT SERVICE	-	1,288,293	1,104,719	-	2,393,012
RESERVED FOR CAPITAL PROJECTS	-	-	-	254,461	254,461
UNRESERVED/UNDESIGNATED	261,005	-	-	-	261,005
TOTAL FUND BALANCES	<u>261,005</u>	<u>1,288,293</u>	<u>1,104,719</u>	<u>254,461</u>	<u>2,908,478</u>
TOTAL LIABILITIES & FUND BALANCES	<u>\$ 363,159</u>	<u>\$ 1,459,609</u>	<u>\$ 1,104,719</u>	<u>\$ 272,571</u>	<u>\$ 3,200,058</u>

HARMONY CDD
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING NOVEMBER 30, 2008

	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	YTD BUDGET VS. ACTUAL VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$	\$
REVENUE				
INTEREST - INVESTMENTS	5,728	955	246	(709)
SPECIAL ASSMNTS - ON ROLL	622,750	103,792	732	(103,060)
SPECIAL ASSMNTS - OFF ROLL	914,363	152,394	152,435	41
SPECIAL ASSMNTS - DISCOUNTS	(24,910)	(4,152)	(38)	4,114
TOTAL REVENUE	1,517,930	252,988	153,375	(89,613)
EXPENDITURES				
ADMINISTRATIVE				
P/R-BOARD OF SUPERVISORS	12,000	2,000	1,800	200
FICA TAXES	918	153	138	15
WORKERS' COMPENSATION	2,000	333	-	333
PROFSERV-ARBITRAGE REBATE	3,000	-	-	-
PROFSERV-DISSEMINATION AGENT	500	-	-	-
PROFSERV-ENGINEERING	26,000	4,333	-	4,333
PROFSERV-LEGAL SERVICES	20,000	3,333	2,853	480
PROFSERV-MGMT CONSULTING SERV	50,740	8,457	8,457	(0)
PROFSERV-SPECIAL ASSESSMENT	10,714	-	-	-
PROFSERV-TRUSTEE	10,000	10,000	781	9,219
AUDITING SERVICES	15,500	-	-	-
COMMUNICATION - TELEPHONE	250	42	98	(56)
POSTAGE AND FREIGHT	3,400	567	233	334
INSURANCE - GENERAL LIABILITY	23,000	23,000	18,034	4,966
PRINTING AND BINDING	7,000	1,167	751	416
LEGAL ADVERTISING	3,000	500	655	(155)
MISC-ASSESSMNT COLLECTION FEE	12,455	2,076	793	1,283
MISC-CONTINGENCY	1,000	167	-	167
OFFICE SUPPLIES	1,000	167	167	(0)
ANNUAL DISTRICT FILING FEE	175	175	175	-
CAPITAL OUTLAY	750	125	-	125
TOTAL ADMINISTRATIVE	203,402	58,594	34,935	21,659
OPERATIONS AND MAINTENANCE				
LANDSCAPE				
R&M-IRRIGATION	22,000	3,667	1,307	2,360
R&M-LAKE PHASE II	52,000	8,667	8,166	501
R&M-LANDSCAPE - LAKESHORE PARK	25,000	4,167	3,950	217
R&M-LANDSCAPE - TOWN SQUARE	30,600	5,100	4,858	242
R&M-LANDSCAPE - US 192 ENTR	63,000	10,500	10,430	70
R&M-SWIMMING POOL	13,300	2,217	2,036	181
R&M-TREES AND TRIMMING	15,000	2,500	-	2,500
R&M-LANDSCAPE PARC D-1 PARK	7,000	1,167	1,100	67
R&M-LANDSCAPE PARC C-2 PARK	6,000	1,000	990	10
R&M-LANDSCAPE PET PARK	21,000	3,500	3,346	154
R&M-LANDSCAPE HWY 192	30,000	5,000	5,000	-
R&M-LANDSCAPE PARCEL G PARK	14,400	2,400	2,400	-
R&M-LANDSCAPE POND AREAS	140,100	23,350	23,350	-
R&M-LANDSCAPE BUCK LAKE	6,000	1,000	1,500	(500)
R&M-LANDSCAPE PARC B PARK	6,500	1,083	1,040	43
R&M-LANDSCAPE PARC C PARK	6,000	1,000	950	50
R&M-PHASE I	80,000	13,333	12,664	669
R&M-PHASE III	80,000	13,333	13,200	133
R&M-LANDSCAPE PARCEL D-2 & E	13,200	2,200	2,200	-
MISCELLANEOUS SERVICES	10,000	1,667	-	1,667
TOTAL LANDSCAPE	641,100	106,850	98,487	8,363

HARMONY CDD
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING NOVEMBER 30, 2008

	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	YTD BUDGET VS. ACTUAL VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$	\$
UTILITY				
ELECTRICITY - GENERAL	21,000	3,500	4,546	(1,046)
ELECTRICITY - STREETLIGHTING	371,000	61,833	62,250	(417)
UTILITY - WATER & SEWER	<u>120,000</u>	<u>20,000</u>	<u>12,589</u>	<u>7,411</u>
TOTAL UTILITY	<u>512,000</u>	<u>85,333</u>	<u>79,385</u>	<u>5,948</u>
OPERATION & MAINTENANCE				
PAYROLL-SALARIED	30,889	5,148	1,442	3,706
FICA TAXES	2,111	352	110	242
CONTRACTS-LAKE AND WETLAND	40,000	6,667	5,532	1,135
COMMUNICATION - TELEPHONE	2,700	450	334	116
R&M-COMMON AREA	12,000	2,000	-	2,000
R&M-EQUIPMENT	5,000	833	2,953	(2,120)
R&M-POOLS	25,000	4,167	5,166	(999)
R&M-LANDSCAPE LAKESHORE PARK	4,000	667	-	667
R&M-HARDSCAPE CLEANING	10,000	1,667	2,836	(1,169)
MISC-LICENSES & PERMITS	900	150	-	150
MISC-PARKS	3,600	600	-	600
MISC-CONTINGENCY	12,000	2,000	2,744	(744)
OP SUPPLIES-POOL AND FOUNTAIN	<u>7,500</u>	<u>1,250</u>	<u>1,319</u>	<u>(69)</u>
TOTAL OPERATION & MAINTENANCE	<u>155,700</u>	<u>25,950</u>	<u>22,436</u>	<u>3,514</u>
NON-OPERATING				
1ST QUARTER OPERATING RESERVES	<u>173,924</u>	<u>173,924</u>	<u>-</u>	<u>173,924</u>
TOTAL NON-OPERATING	<u>173,924</u>	<u>173,924</u>	<u>-</u>	<u>173,924</u>
TOTAL EXPENDITURES	<u>1,686,126</u>	<u>448,651</u>	<u>235,243</u>	<u>213,408</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(188,196)</u>	<u>(195,663)</u>	<u>(81,868)</u>	<u>113,795</u>
OTHER FINANCING SOURCES				
RESERVE - SELF INSURANCE	<u>(50,000)</u>	<u>(50,000)</u>	<u>-</u>	<u>50,000</u>
TOTAL OTHER FINANCING SOURCES (USES)	<u>(50,000)</u>	<u>(50,000)</u>	<u>-</u>	<u>50,000</u>
NET CHANGE IN FUND BALANCES	<u>(218,196)</u>	<u>(245,663)</u>	<u>(81,868)</u>	<u>163,795</u>
FUND BALANCE, OCTOBER 1	<u>381,906</u>	<u>381,906</u>	<u>342,963</u>	<u>(38,943)</u>
FUND BALANCE, ENDING	<u>\$ 163,710</u>	<u>\$ 136,243</u>	<u>\$ 261,095</u>	<u>\$ 124,852</u>

HARMONY CDD
2001 DEBT SERVICE FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING NOVEMBER 30, 2008

	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	YTD BUDGET VS. ACTUAL VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$	\$
REVENUE				
INTEREST - INVESTMENTS	25,000	4,167	1,845	(2,322)
SPECIAL ASSMNTS - ON ROLL	1,075,376	179,229	1,232	(177,997)
SPECIAL ASSMNTS - PREPAYMENT	-	-	11,462	11,462
SPECIAL ASSMNTS - DIRECT BILL	434,344	72,391	-	(72,391)
SPECIAL ASSMNTS - DISCOUNTS	<u>(43,015)</u>	<u>(7,169)</u>	<u>(65)</u>	<u>7,104</u>
TOTAL REVENUE	<u>1,491,706</u>	<u>248,618</u>	<u>14,474</u>	<u>(234,144)</u>
EXPENDITURES				
ADMINISTRATIVE				
MISC-ASSESSMNT COLLECTION FEE	<u>21,508</u>	<u>3,585</u>	<u>23</u>	<u>3,562</u>
TOTAL ADMINISTRATIVE	<u>21,508</u>	<u>3,585</u>	<u>23</u>	<u>3,562</u>
DEBT SERVICE				
PRINCIPAL DEBT RETIREMENT	270,000	-	-	-
INTEREST EXPENSE	<u>1,174,138</u>	<u>587,069</u>	<u>583,263</u>	<u>3,806</u>
TOTAL DEBT SERVICE	<u>1,444,138</u>	<u>587,069</u>	<u>583,263</u>	<u>3,806</u>
TOTAL EXPENDITURES	<u>1,465,645</u>	<u>590,653</u>	<u>583,286</u>	<u>7,367</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>26,061</u>	<u>(342,036)</u>	<u>(568,812)</u>	<u>(226,776)</u>
NET CHANGE IN FUND BALANCES	<u>26,061</u>	<u>(342,036)</u>	<u>(568,812)</u>	<u>(226,776)</u>
FUND BALANCE, OCTOBER 1	<u>1,725,707</u>	<u>1,725,707</u>	<u>1,857,105</u>	<u>131,398</u>
FUND BALANCE, ENDING	<u>\$ 1,751,768</u>	<u>\$ 1,383,671</u>	<u>\$ 1,288,293</u>	<u>\$ (95,378)</u>

HARMONY CDD
2004 DEBT SERVICE FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING NOVEMBER 30, 2008

	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	YTD BUDGET VS. ACTUAL VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$	\$
REVENUE				
INTEREST - INVESTMENTS	20,000	3,334	1,184	(2,150)
SPECIAL ASSMNTS - OFF ROLL	<u>1,205,596</u>	<u>200,933</u>	<u>-</u>	<u>(200,933)</u>
TOTAL REVENUE	<u>1,225,596</u>	<u>204,267</u>	<u>1,184</u>	<u>(203,083)</u>
DEBT SERVICE				
PRINCIPAL DEBT RETIREMENT	195,000	-	-	-
INTEREST EXPENSE	<u>1,028,025</u>	<u>514,013</u>	<u>514,013</u>	<u>(1)</u>
TOTAL DEBT SERVICE	<u>1,223,025</u>	<u>514,013</u>	<u>514,013</u>	<u>(1)</u>
TOTAL EXPENDITURES	<u>1,223,025</u>	<u>514,013</u>	<u>514,013</u>	<u>(1)</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>2,571</u>	<u>(309,746)</u>	<u>(512,829)</u>	<u>(203,083)</u>
NET CHANGE IN FUND BALANCES	<u>2,571</u>	<u>(309,746)</u>	<u>(512,829)</u>	<u>(203,083)</u>
FUND BALANCE, OCTOBER 1	<u>1,461,322</u>	<u>1,461,322</u>	<u>1,617,547</u>	<u>156,225</u>
FUND BALANCE, ENDING	<u>\$ 1,463,893</u>	<u>\$ 1,151,576</u>	<u>\$ 1,104,718</u>	<u>\$ (46,858)</u>

HARMONY CDD
2004 CAPITAL PROJECTS FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING NOVEMBER 30, 2008

	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	YTD BUDGET VS. ACTUAL VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$	\$
REVENUE				
INTEREST - INVESTMENTS	-	-	332	332
TOTAL REVENUE	-	-	332	332
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	-	-	332	332
NET CHANGE IN FUND BALANCES	-	-	332	332
FUND BALANCE, OCTOBER 1	-	-	254,129	254,129
FUND BALANCE, ENDING	\$ -	\$ -	\$ 254,461	\$ 254,461

**Harmony
Community Development District**

Notes to the Financial Statements
November 30, 2008

GENERAL FUND - BALANCE SHEET

ASSETS

CASH AND INVESTMENTS	See Cash and Investment Report for details	
ASSESSMENTS RECEIVABLE, NET	Accrued Birchwood Developer monthly assessment	\$ 76,197
DUE FROM OTHER FUNDS	Due from Capital Project Series 2001	\$ 18,110
	Tax Collection - Unused fees FY 2008	(7,850)
	Tax collected in November	(1,144)
	Total	<u>\$ 9,116</u>

LIABILITIES

ACCOUNTS PAYABLE	Severn Trent Services	5,007
	Young Van Asserdemp	2,853
	Various invoices	1,132
	Total	<u>\$ 8,992</u>
ACCRUED EXPENSES	REW Landscape monthly fees	48,590
	Legal Counsel- Aug 2008 Pd	3,125
	City of St. Cloud- Gen Electricity	2,273
	City of St. Cloud Streetlighting Electricity	31,125
	KUA- Utility - Water & Sewer	7,548
	Total	<u>\$ 92,661</u>

GENERAL FUND - REVENUES AND EXPENDITURES

REVENUES

INTEREST- INVESTMENTS	Interest Income
SPECIAL ASSMNTS - ON ROLL	See Assessment Collection Schedule for details.
SPECIAL ASSMNTS - OFF ROLL	Balance includes Birchwood Acres monthly assessment bill of \$76,197.
SPECIAL ASSMNTS - DISCOUNTS	See Assessment Collection Schedule for details.

EXPENDITURES

ADMINISTRATIVE

PROFSERV-LEGAL SERVICES	Young Van Assenderp, PA
INSURANCE - GENERAL LIABILITY	Public Risk Agency Paid in Full for FY 2009
	Preferred Government first Installment
MISC-ASSESSMNT COLLECTION FEE	Commission on collected assessments and tax roll preparation fee of \$779

**Harmony
Community Development District**

**Notes to the Financial Statements
November 30, 2008**

LANDSCAPE

R&M-IRRIGATION	Irrigation repairs provided by REW Landscape.
R&M-LAKE PHASE II	REW Landscape monthly invoice for \$4,083 for Secondary Entrance
R&M-LANDSCAPE - LAKESHORE PARK	REW Landscape monthly fee \$1,975
R&M-LANDSCAPE - TOWN SQUARE	REW Landscape monthly fee \$2,429
R&M-LANDSCAPE - US 192 ENTRY	REW Landscape monthly fee \$5,015 for Entry US 192 and \$200 for US 192 Entrance to Fence line West Side.
R&M-SWIMMING POOL	REW Landscape Monthly Invoice \$1,018
R&M-LANDSCAPE PARK D-1 PARK	REW Landscape monthly fee \$550
R&M-LANDSCAPE PARK C-2 PARK	REW Landscape monthly fee \$495
R&M-LANDSCAPE PET PARK	REW Landscape monthly fee \$1,673
R&M-LANDSCAPE HWY 192	REW Landscape monthly fee \$2,500
R&M-LANDSCAPE PARCEL G PARK	REW Landscape monthly fee \$1,200
R&M-LANDSCAPE POND AREAS	REW Landscape Monthly Invoice \$2,000
R&M-LANDSCAPE BUCK LAKE	REW Landscape Monthly Invoice \$500
R&M-LANDSCAPE PARK B PARK	REW Landscape monthly fee \$520
R&M-LANDSCAPE PARK C PARK	REW Landscape monthly fee \$475
R&M-PHASE I	REW Landscape monthly fee \$6,332 for Blvd & Linear Park
R&M-PHASE III	REW Landscape monthly fee \$6,600 for Long Park East and Streetscape
R&M-LANDSCAPE PARCEL D-2 AND E	REW Landscape monthly fee \$1,100

UTILITY

ELECTRICITY - GENERAL	This balance includes monthly invoices from the City of St. Cloud for various accounts for services billed through November 2008
ELECTRICITY - STREETLIGHTING	This balance includes monthly invoices from the City of St. Cloud for various accounts for services billed through November 2008
UTILITY - WATER & SEWER	This balance includes invoices from Kissimmee Utility Authority for various accounts billed through November 2008.

OPERATION & MAINTENANCE

PAYROLL-SALARIED	Payroll employees are paid from this account.
FICA TAXES	Payroll employees
CONTRACTS-LAKE AND WETLAND	Aquatic System monthly invoices. \$2,388 and \$378. The \$378 Monthly billing in effect since as far back as Jan 2006 covers ponds in Sites 32-34 and Control Structure Outfalls 5,7,8,10,12,13,15,17,18,19,21,24,25,27,28-34 The \$2,388 monthly billing covers 30 Ponds 1-8,10-31.
COMMUNICATION - TELEPHONE	Embarq Wireless
R&M-EQUIPMENT	Miscellaneous marine and boat supplies for \$2,953.
R&M-POOLS	Jan Pro and Robert's Pool Service monthly invoice monthly invoice of \$800. In addition to miscellaneous repairs, also includes water Chapco Fence Fence Installation \$2,440
R&M-HARDSCAPE CLEANING	Ledesma Innovations Inc. Pressure washing post and rail \$2,836
MISC-CONTINGENCY	Shade for Swim Club- 50% Deposit \$2,744
OP SUPPLIES-POOL AND FOUNTAIN	Spies Pool LLC This includes pool chemicals and bleach.

**Harmony
Community Development District**

Notes to the Financial Statements
November 30, 2008

DEBT SERVICE FUND 2001 - BALANCE SHEET

ASSETS

CASH AND INVESTMENTS

See Cash and Investment Report for details

LIABILITIES

DUE TO OTHER FUNDS

Due to Debt Services Series 2004

\$ 180,310

DEBT SERVICE FUND 2001 - REVENUES AND EXPENDITURES

REVENUES

INTEREST- INVESTMENTS

Interest Income

SPECIAL ASSMNTS - ON ROLL

See Assessment Collection Schedule for details.

SPECIAL ASSMNTS - DISCOUNTS

See Assessment Collection Schedule for details.

DUE FROM OTHER FUNDS

Due from Debt Services Series 2001

\$ 180,310

**Harmony
Community Development District**

**Cash and Investment Report
November 30, 2008**

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>
GENERAL FUND			
Checking Account- Operating	Centerstate Bank	0.07%	277,346
DEBT SERVICE AND CAPITAL PROJECT FUNDS			
Series 2001 Prepayment Fund	US Bank	1.09%	13,541
Series 2001 Reserve Fund	US Bank	1.09%	1,442,006
Series 2001 Revenue Fund	US Bank	1.09%	4,062
Series 2004 Prepayment Fund	US Bank	1.09%	3,229
Series 2004 Reserve Fund	US Bank	1.09%	861,350
Series 2004 Revenue Fund	US Bank	1.09%	59,830
Series 2004 Construction Fund	US Bank	1.09%	240,346
		Subtotal	<u>2,624,364 (1)</u>
Series 2004 COI Fund	US Bank	0.00%	32,226 (2)
		Total	<u><u>2,933,936</u></u>

NOTE 1 - INVESTED IN FIRST AMERICAN GOVERNMENT OBLIGATION FUND - RATING AAAM/AAA

NOTE 2 - WILL BE TRANSFERRED TO THE CONSTRUCTION ACCOUNT SERIES 2004

Harmony
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COLLECTIONS SCHEDULE - OSCEOLA COUNTY
FISCAL YEAR ENDING SEPTEMBER 30, 2009

Date Received	Net Amount Received	Discount Amount	Commission Amount	Gross Amount	General Fund Gross Assessments	Series 2001 Debt Serevice Gross Assessments
Assessments Levied				\$1,671,453	\$ 622,749.77	\$ 1,048,703.07
Allocation %				100%	37%	63%
11/12/2008	\$ 1,824	\$ 103	\$ 37	\$ 1,964	\$ 732	\$ 1,232
TOTAL	\$ 1,824	\$ 103	\$ 37	\$ 1,964	\$ 732	\$ 1,232
% COLLECTED				0.12%	0.12%	0.12%
TOTAL OUTSTANDING				\$ 1,669,489	\$ 622,018	\$ 1,047,471

4 B

Harmony CDD

December 9, 2008

Invoice Approval #104

<u>ITEM NO.</u>	<u>PAYEE</u>	<u>A=Approval</u> <u>R= Ratification</u>	<u>General Fund</u>
	<u>Advanced Marine</u>		
#35215		A	\$974.50
	<u>Aquatic Systems Inc.</u>		
#0000108658		A	\$378.00
#0000108640		A	\$2,388.00
	<u>AT & T</u>		
#993377858x11262008	10/19-11/18	R	\$67.90
	<u>City of St Cloud</u>		
#111108	10/18-11/7	R	\$33,397.96
	<u>Embarg</u>		
#4074983185	11/7-12/6	R	\$51.46
#4078911308	11/25-12/24	R	\$42.93
	<u>FedEx</u>		
Inv#2-984-55569		R	\$9.84
Inv#8-991-69449		R	\$9.84
	<u>Grau & Associates</u>		
#3859		A	\$1,200.00
	<u>Greer's Landscape</u>		
Inv#11*2808		A	\$11,675.00
Inv#11*2408		A	\$200.00
Inv#11*1408		A	\$100.00
	<u>Jan-Pro Cleaning</u>		
#9375		A	\$735.39
	<u>Kissimmee Utility Authority</u>		
Billing Period	10/17-11/18	R	\$7,547.59
	<u>Miller Einhouse</u>		
#8201		A	\$292.50
	<u>Orlando Sentinel</u>		
#5174537001		R	\$479.36

#536474001	R	\$16.04
#537036001	R	\$101.90
<u>REW Landscape Corp</u>		
#705759	A	\$85.85
#705760	A	\$71.19
#705780	A	\$106.64
#705785	A	\$458.18
#705787	A	\$533.33
#705788	A	\$2,500.00
#705789	A	\$18,109.00
#705790	A	\$520.00
#705791	A	\$495.00
#705792	A	\$550.00
#705793	A	\$6,600.00
#705794	A	\$475.00
#705795	A	\$1,100.00
#705796	A	\$1,200.00
#705797	A	\$4,083.33
<u>Roberts Pools</u>		
#11/15/08	A	\$1,180.00
#11/15/08A	A	\$385.00
<u>Severn Trent Services</u>		
#2038920 Mgt Fees-Nov 2008	A	\$5,007.26
<u>US Bank</u>		
#2254524	A	\$5,279.75
<u>Walker Technical Services</u>		
#550	A	\$250.00
<u>Young Van Assenderp</u>		
#7098	A	\$3,125.88
#7431	A	\$2,853.25
	TOTAL	\$114,636.87

**Harmony
Community Development District**

Check Register and Invoices

HARMONY CDD
Check Register By Fund
For The Period from 11/1/08 to 11/30/08

Fund No.	Check No.	Posting Date	Vendor Name	Vendor Inv. No.	Posting Description	G/L Description	G/L Org	Check Amount
001	51319	11/4/2008	AT & T	993377858X10262008	#993377858 9/19-10/18	Communication - Telephone	541003 - 53910	61.57
001	51320	11/4/2008	FEDEX	2-960-36774	#2506-5623-8	Postage and Freight	541006 - 51301	21.75
001	51321	11/4/2008	KISSIMMEE UTILITY AUTHORITY	102408	BILLING PERIOD 9/18-10/17	Utility - Water & Sewer	543021 - 53903	5,040.96
001	51322	11/6/2008	EMBARQ	102508-11308	#1078911308 10/25-11/24	Communication - Telephone	541003 - 51301	42.91
001	51323	11/6/2008	FEDEX	2-968-65232	#2506-5623-8	Postage and Freight	541006 - 51301	17.43
001	51324	11/6/2008	ORLANDO SENTINEL	511826001	LEGAL AD-MTG 10/30	Legal Advertising	548002 - 51301	175.48
001	51331	11/14/2008	FEDEX	2-976-36858	#2506-5623-8	Postage and Freight	541006 - 51301	115.78
001	51332	11/17/2008	SHADE SYSTEMS INC.	102908	SHADE SWIM CLUB- 50% DEPOSIT	Misc-Contingency	549900 - 53910	2,743.50
001	51333	11/20/2008	CITY OF ST CLOUD	111108	BILLING PERIOD 10/8-11/7	Electricity - Streetlighting	543013 - 53903	31,124.62
001	51333	11/20/2008	CITY OF ST CLOUD	111108	BILLING PERIOD 10/8-11/7	Electricity - General	543006 - 53903	2,273.34
001	51334	11/20/2008	EMBARQ	110708-83185	#4074983185 11/7-12/6	Communication - Telephone	541003 - 53910	51.46
001	51335	11/20/2008	FEDEX	2-984-55569	#2506-5623-8	Postage and Freight	541006 - 51301	9.84
001	51336	11/20/2008	ORLANDO SENTINEL	517437001	LEGAL AD-MTG 11/20	Legal Advertising	548002 - 51301	479.36
001	51337	11/20/2008	WALKER TECHNICAL SERVICES	538	MONITORING OF MAXI COM-NOV	R&M-Irrigation	546041 - 53902	250.00
001	51338	11/20/2008	ADVANCED MARINE SERVICES	34401	SUPPLIES	R&M-Equipment	546022 - 53910	87.72
001	51338	11/20/2008	ADVANCED MARINE SERVICES	34555	SUPPLIES	R&M-Equipment	546022 - 53910	245.65
001	51338	11/20/2008	ADVANCED MARINE SERVICES	34597	SUPPLIES	R&M-Equipment	546022 - 53910	482.90
001	51339	11/20/2008	AQUATIC SYSTEMS, INC	0000106357	MONTHLY LAKE & WETLAND-NOV	Contracts-Lake and Wetland	534021 - 53910	2,388.00
001	51339	11/20/2008	AQUATIC SYSTEMS, INC	0000106377	MONTHLY LAKE & WETLAND -NOV	Contracts-Lake and Wetland	534021 - 53910	378.00
001	51340	11/20/2008	GREER'S LANDSCAPE & LAWN	10*2408	BOAT DOCK MOWING-4 TIMES OCT	R&M-Landscape Buck Lake	546310 - 53902	500.00
001	51340	11/20/2008	GREER'S LANDSCAPE & LAWN	10*1408	SCHOOLHOUSE RD-5 TIMES OCT	R&M-Landscape Buck Lake	546310 - 53902	250.00
001	51340	11/20/2008	GREER'S LANDSCAPE & LAWN	10*2808	POND MOWING-OCT	R&M-Landscape Pond Areas	546309 - 53902	9,375.00
001	51340	11/20/2008	GREER'S LANDSCAPE & LAWN	10*2808	POND MOWING-OCT	R&M-Landscape Pond Areas	546309 - 53902	2,000.00
001	51340	11/20/2008	GREER'S LANDSCAPE & LAWN	10*2808	POND MOWING-OCT	R&M-Landscape Pond Areas	546309 - 53902	300.00
001	51341	11/20/2008	JAN-PRO OF ORLANDO	9147	JANITORIAL SVCS NOV 2008	R&M-Pools	546074 - 53910	735.39
001	51342	11/20/2008	LEDESMA INNOVATIONS INC.	102708	PRESSURE WASHING POST & RAIL	R&M-Hardscape Cleaning	546312 - 53910	2,836.00
001	51343	11/20/2008	MILLER EINHOUSE RYMER & BOYD	0007980	PROFESSIONAL SVCS-5/26-6/25	ProfServ-Engineering	531013 - 51501	2,038.68
001	51343	11/20/2008	MILLER EINHOUSE RYMER & BOYD	0008044	PROFESSIONAL SVCS-6/26-7/25	ProfServ-Engineering	531013 - 51501	904.08
001	51343	11/20/2008	MILLER EINHOUSE RYMER & BOYD	0008079	PROFESSIONAL SVCS-7/26-8/25	ProfServ-Engineering	531013 - 51501	652.64
001	51343	11/20/2008	MILLER EINHOUSE RYMER & BOYD	0008161	PROFESSIONAL SVCS-8/26-9/25	ProfServ-Engineering	531013 - 51501	2,828.75
001	51345	11/20/2008	REW LANDSCAPE CORP.	705717	INSTALLATION OF GRADING-BANK WALK THRU	Misc-Contingency	549900 - 53910	1,159.00
001	51345	11/20/2008	REW LANDSCAPE CORP.	705718	MAINT-ASHLEY POOL& CABANA-OCT	R&M-Swimming Pool	546096 - 53902	533.33
001	51345	11/20/2008	REW LANDSCAPE CORP.	705719	MAINT-192 OCT	R&M-Landscape Hwy 192	546305 - 53902	2,500.00
001	51345	11/20/2008	REW LANDSCAPE CORP.	705720	MAINTENANCE-OCTOBER	R&M-Landscape - US 192 Entr	546048 - 53902	5,015.00
001	51345	11/20/2008	REW LANDSCAPE CORP.	705720	MAINTENANCE-OCTOBER	R&M-Phase I	546318 - 53902	6,332.00
001	51345	11/20/2008	REW LANDSCAPE CORP.	705720	MAINTENANCE-OCTOBER	R&M-Landscape - Town Square	546047 - 53902	2,429.00
001	51345	11/20/2008	REW LANDSCAPE CORP.	705720	MAINTENANCE-OCTOBER	R&M-Landscape Pet Park	546304 - 53902	1,673.00
001	51345	11/20/2008	REW LANDSCAPE CORP.	705720	MAINTENANCE-OCTOBER	R&M-Landscape - US 192 Entr	546048 - 53902	200.00
001	51345	11/20/2008	REW LANDSCAPE CORP.	705720	MAINTENANCE-OCTOBER	R&M-Swimming Pool	546096 - 53902	485.00
001	51345	11/20/2008	REW LANDSCAPE CORP.	705720	MAINTENANCE-OCTOBER	R&M-Landscape - Lakeshore Park	546046 - 53902	1,975.00
001	51345	11/20/2008	REW LANDSCAPE CORP.	705721	MAINT-NBD B-OCT	R&M-Landscape Parc B Park	546314 - 53902	520.00
001	51345	11/20/2008	REW LANDSCAPE CORP.	705722	MAINT-NBD C2 OCT	R&M-Landscape Parc C-2 Park	546302 - 53902	495.00
001	51345	11/20/2008	REW LANDSCAPE CORP.	705723	MAINT-NBD D1 OCT	R&M-Landscape Parc D-1 Park	546301 - 53902	550.00
001	51345	11/20/2008	REW LANDSCAPE CORP.	705724	MAINT-LONG PARK EAST OCT	R&M-Phase III	546320 - 53902	6,600.00
001	51345	11/20/2008	REW LANDSCAPE CORP.	705725	MAINT-NBD C1 OCT	R&M-Landscape Parc C Park	546315 - 53902	475.00
001	51345	11/20/2008	REW LANDSCAPE CORP.	705726	MAINT-D2&E	R&M-Landscape Parcel D-2 & E	546330 - 53902	1,100.00
001	51345	11/20/2008	REW LANDSCAPE CORP.	705727	MAINT-NBD G OCT	R&M-Landscape Parcel G Park	546307 - 53902	1,200.00
001	51345	11/20/2008	REW LANDSCAPE CORP.	705728	MAINT-2NDARY ENTRANCE OCT	R&M-Lake Phase II	546045 - 53902	4,083.33
001	51345	11/20/2008	REW LANDSCAPE CORP.	705751	IRRIGATION REPAIRS	R&M-Irrigation	546041 - 53902	104.79
001	51345	11/20/2008	REW LANDSCAPE CORP.	705752	IRRIGATION REPAIRS	R&M-Irrigation	546041 - 53902	85.05
001	51345	11/20/2008	REW LANDSCAPE CORP.	705753	IRRIGATION REPAIRS	R&M-Irrigation	546041 - 53902	199.94
001	51345	11/20/2008	REW LANDSCAPE CORP.	705754	IRRIGATION REPAIRS	R&M-Irrigation	546041 - 53902	260.48



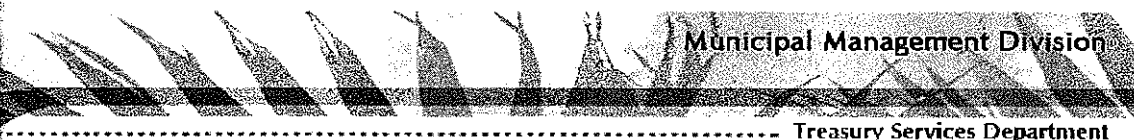
HARMONY CDD
Check Register By Fund
For The Period from 11/1/08 to 11/30/08

Fund No.	Check No.	Posting Date	Vendor Name	Vendor Inv. No.	Posting Description	G/L Description	G/L / Org	Check Amount
001	51346	11/20/2008	SPIES POOL LLC	191406	POOL SUPPLIES	Op Supplies-Pool and Fountain	552008 - 53910	169.95
001	51346	11/20/2008	SPIES POOL LLC	191407	POOL SUPPLIES	Op Supplies-Pool and Fountain	552008 - 53910	207.90
001	51346	11/20/2008	SPIES POOL LLC	191537	BULK BLEACH & FUEL	Op Supplies-Pool and Fountain	552008 - 53910	174.00
001	51346	11/20/2008	SPIES POOL LLC	191537	BULK BLEACH & FUEL	Op Supplies-Pool and Fountain	552008 - 53910	7.50
001	51346	11/20/2008	SPIES POOL LLC	191538	BULK BLEACH & DELIVERY	Op Supplies-Pool and Fountain	552008 - 53910	464.00
001	51346	11/20/2008	SPIES POOL LLC	191538	BULK BLEACH & DELIVERY	Op Supplies-Pool and Fountain	552008 - 53910	7.50
001	51346	11/20/2008	SPIES POOL LLC	191732	POOL SUPPLIES	Op Supplies-Pool and Fountain	552008 - 53910	213.00
001	51326	11/10/2008			JAMES C. O'KEEFE	PAYROLL		184.70
001	51327	11/10/2008			KENNETH R. PEACH	PAYROLL		184.70
001	51328	11/10/2008			ROBERT D. EVANS	PAYROLL		184.70
001	51329	11/10/2008			GREGORY F. GOLGOWSKI	PAYROLL		184.70
001	51330	11/10/2008			NANCY M. SNYDER	PAYROLL		184.70
001	51325	11/14/2008			THOMAS D. BELIEFF	PAYROLL		307.91
001	51347	11/28/2008			THOMAS D. BELIEFF	PAYROLL		307.91

Credits	
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Sub Total	\$ 109,168.90
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Total Checks Paid	\$ 109,168.90
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EIGHTH ORDER OF BUSINESS

**Harmony CDD
Buck Lake Boat Use
Nov 4-Dec 6**

Passengers

Days of the Week	Total Passenger	20' Pontoon	16' Pontoon	Small Fishing Boat	18' Fishing Boat	Sail Boat	Canoes	Kayaks	Solar Boat
Mon, Wed, Thurs *	30	6	19		2		2	1	
Fri, Sat, Sun.	47	6	27		9	2		3	
Totals	77	12	46	0	11	2	2	4	0
Comments									

Trips

Days of the Week	Total Trips	20' Pontoon	16' Pontoon	Small Fishing Boat	18' Fishing Boat	Sail Boat	Canoes	Kayaks	Solar Boat
Mon, Wed, Thurs *	12	1	7		2		1	1	
Fri, Sat, Sun.	19	1	10		5	1		2	
Totals	31	2	17	0	7	1	1	3	0
Comments	* Buck Lake is closed on Tuesdays								

Last Month

Passengers	42	17	15	0	5	3	2	0	0
Trips	13	3	6	0	2	1	1	0	0

* Last months report only consisted of 3 weeks due to the holiday