

**HARMONY COMMUNITY
DEVELOPMENT DISTRICT**

JANUARY 29, 2009

AGENDA PACKAGE

KMP

Harmony Community Development District

Severn Trent Services, Management Services Division

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January 22, 2009

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, January 29, 2009 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 December 18, 2008 Meeting**
3. **Discussion of Landscape Maintenance RFP**
4. **District Manager's Report**
 - A. December 2008 Financial Statements
 - B. Invoice Approval #105 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 MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, December 18, 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
Steve Boyd	Engineer: Miller, Einhouse, Rymer & Boyd
Brenda Burgess	Moyer Management Group
Thomas Belieff	Harmony Dockmaster
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

Approval of the Minutes of the November 20, 2008, Landowners and Regular Meetings

Mr. Evans reviewed the minutes of the November 20, 2008, landowners and regular meetings, and asked for any additions, correction, or deletions.

Mr. Evans stated on page 21, second line, "now" should be "know."

Ms. Snyder stated on page 17 "Fair Grass" should be Beargrass."

On MOTION by Ms. Kassel, seconded by Mr. O'Keefe, with all in favor, approval was given the minutes of the November 20, 2008 meetings, as amended

THIRD ORDER OF BUSINESS

**Public Hearing for the Amendment of Chapter
1, Rule 1.5 of the Harmony CDD Rules and
Procedures Relating to the Pool Hours, Fees
Schedules and Rates**

Mr. Qualls stated in the agenda package is the existing park and recreation policy as well as the memorial policy beginning with Section 12, which if adopted will become part of this policy. I revised these according to suggestions I received from the Board and the public at the last meeting where we discussed this. The key concerns were to make sure these dealt with memorialization of events, to make sure the plaques were uniform, and the donations included the cost of the plaques and labor as well as any shipping, taxes and related fees. This meeting has been advertised as a public hearing for comments from the public and the Board.

Mr. LeMenager stated the difficulty I have, is Section 3.2 on page 4 under pool use says "*All persons prior to using the pool must sign a statement.*" But a few lines above this, it says a resident can bring up to 8 guests. Those seem to be in conflict. Are we expecting guests to sign a document before they swim in the pool? I do not think it is very workable the way it is written.

Mr. Qualls responded I understand what you are saying. The idea behind signing a contract is to make sure people acknowledge there are rules for the pool and to make them aware of the policies. We can make just those folks who are residents of the community the ones to sign the agreement in exchange for their access key.

Mr. LeMenager stated that is a terrific idea. My concern with the way it is written, it will get broken all the time. Why have rules if you are not going to enforce them. I do not think that is very enforceable.

Mr. Qualls stated that is an excellent suggestion.

Ms. Kassel asked does it pertain to the pool or to boat use? It looks like a boat use agreement.

Mr. Qualls responded there is an agreement for boats and these rules also contemplate an agreement for the pool. That was an earlier suggestion.

Ms. Snyder stated I agree it should be changed to have residents sign the agreement when they pick up their key because they are responsible for their guests. This fits better with the boat agreement. We would need a full-time person if we are going to have all this paperwork signed.

Mr. Qualls stated that is the give and take with having rules, in that there is often more work required.

Ms. Kassel stated if we are going to require they sign a form for their key, we have hundreds of residents who have keys and have not signed agreements.

Mr. Qualls stated typically when a Statute is changed, the law is applied prospectively and not retroactively. Those folks would be grandfathered in. Once this policy goes into effect, it will be the policy from this date going forward. They would not have to re-register and sign the paperwork to use the pool.

Ms. Kassel asked would it be a good idea to put a note at the bottom of the pool rules sign to say "By entering this facility you agree to these rules?"

Mr. Qualls stated I see the wisdom in that but if you are using something that is not yours, you are held to a standard of what the owner desires to take place. There is no harm in adding that to the sign other than the cost of labor involved.

Mr. Evans stated Ms. Kassel raises a good point of trying to manage the signatures of all the residents. Can we simply have a provision that says "By acceptance of the pool key, you are automatically agreeing to the rules?"

Mr. Qualls responded yes. We can simply remove Section 3.2.

Mr. Evans stated as opposed to adding another layer of administration, by virtue of acceptance, you agree to abide by these rules.

Ms. Kassel stated that sounds great. I would still like to add that to the sign if it is not too expensive. Then we are covered proactively and retroactively.

Mr. Qualls stated perhaps a motion would be in order to remove Section 3.2.

Ms. Snyder moved to remove Section 3.2 from the draft rules.
Ms. Kassel seconded the motion.

Mr. LeMenager asked is this the kind of thing that should be in the HOA?

Mr. Qualls responded no, the pool is a CDD-maintained recreational facility.

Ms. Snyder stated I would like to add to the sign what Ms. Kassel recommended.

On VOICE VOTE, with all in favor, approval was given to remove Section 3.2 from the draft rules.

Mr. LeMenager stated if you look at Section 4 in its entirety relates to soccer, volleyball and basketball facilities, I do not think this works at all. I live right across from the soccer facility. During football season it is used three to four times a week for organized practice. I am sure no one has asked for special permission to do that, but I think it is something we want to encourage. We want people to use these facilities. The rules have ended up being that if a large group wants to use it, you have to reserve it in advance and place a deposit. I think that would discourage youth football. I wonder if our intention is really to talk about true special events. I do not see eight year olds practicing a couple times a week as a special event because I think that is exactly the type of thing it was designed for. It has worked beyond everyone's expectations as to how often it is used. It is a very popular facility. I would be hesitant to put in too many rules for uses like that. If we are talking about true special events and someone wants to reserve it for their exclusive use at a particular time to make sure it is theirs, that is fine. If someone else comes along and wants to have practice, the user can say they have reserved it and have permission to use it for the following number of hours. Kids practicing football fits Section 4.1a when it is generally open for recreation during daylight hours. I am concerned we are adding a layer of rules for things that the facilities were designed for.

Mr. Qualls stated I understand your concern and I appreciate you bringing this up. If you look at the definition of special event in Section 1.2, it is an event that involves more than normal, everyday use of the property. Kids playing football at a football playing facility is normal use. Examples of special events are weddings and anniversary parties. There are athletic events where someone might want to set it aside for a flag football game. I do not know how you mix those two things. I can explore changing the definition of special event to specifically exclude football practice, but I can argue that it is not a special event and, therefore, no reservation is required.

Ms. Kassel stated my feeling is we can have these rules, but we do not need to enforce them.

Mr. LeMenager stated I think it is a bad idea to have rules you do not want to enforce. Then when you do want to enforce them, their immediate defense is why we chose them because everyone else has been doing it.

Ms. Snyder stated if you have football practice, I agree that it is not an athletic event. The event could be a playoff game perhaps. They come three times a week. Is that a special event?

Mr. Moyer responded maybe the cure is as simple as adding to the definition of special event in which the applicant desires exclusive use of the facility.

Mr. Evans stated there is a list of events in Section 5.2.

Ms. Snyder stated I do not see how a regular practice fits into this.

Ms. Kassel stated I like Mr. Moyer's idea when they request exclusive use.

Mr. Moyer stated the rest of the time is normal use.

Mr. LeMenager stated my number one concern is, I do not want to have a set of rules that we selectively enforce. I do not want in any way to discourage them from coming to practice. If someone wants exclusive use of the facility, it is a special event and these are the rules they have to go through in order to have exclusive use. Otherwise it is normal use.

Mr. Qualls stated my only concern from a legal perspective is the difference between exclusivity and non-exclusivity. The premise behind these rules is to require insurance and to make sure the District is covered from a liability standpoint. If someone is having a wedding, there are insurance requirements and if they are serving alcohol, there are requirements for various things, all to protect the District. Just because someone is having a wedding and they do not care who shows up and therefore it is not exclusive and they do not have to follow all the insurance requirements, that is my concern. I see your point and it is well taken, but I do not know that a distinction between exclusivity and non-exclusivity quite does it. The rules regarding use of the facility says they are generally available for recreation.

Mr. LeMenager stated we are talking about organized practices. I talked with the athletic director at the high school and reported that the pool use was not by freshmen but, they bring older kids to learn new strokes. He will give me a copy of the insurance policy. In terms of the *quid pro quo*, he was surprised that we do not think we have use of the tennis courts. He said we absolutely do and it was designed that way. I had confirmation from residents that the gates are open and only one person reported it was ever locked. You should be marketing that as an amenity.

Mr. Qualls stated anytime there is a policy, you will never be able to word it to cover every possible instance that may arise. These rules governing use of facilities for special events have been in place for some time and we subsequently added Section 4.1. By defining "special event" as we have, certainly there is room to argue that practice is or is not a special event. This Board is charged with making sure the policy is the way we want. If you say organized practice is not a special event, then I do not think it is necessary to change the rule. I recommend adopting the rules if that is your desire, subject to me looking into ways to exclude the practice issue as best as possible.

Mr. LeMenager asked has anyone ever officially reserved by paying the deposit?

Mr. Tome responded yes, very often.

Ms. Snyder stated the church does this all the time.

Mr. Tome stated on the activities side, we have a standing deposit and we submit a calendar every month with all the uses scheduled for the month.

Ms. Snyder stated the church always pays the \$250 deposit and always had it returned.

Mr. LeMenager stated that was my main concern. Have they ever reserved the field?

Mr. Tome stated this past season we included them under our activities as a trial so they are included in our deposit. It is included in our calendar of events.

Mr. Evans asked do we need to make other modifications besides removing Section 3.2?

Mr. Moyer stated it sounds like we move forward with the way it is. If we need to come back and revisit it, we can do that.

Mr. O'Keefe stated we can always amend it.

Mr. Qualls stated yes.

Mr. Evans stated I think those are all good comments. I will open the public hearing for audience comments. There being no public comments, I will close the public hearing.

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, approval was given to the rules, amended as described above.

Mr. Qualls stated thank you for your comments. It is much appreciated.

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.

Mr. Moyer stated at last month's meeting we indicated that we had not received much for non-ad valorem assessments, nor did we expect to. On December 1 and December 11, we received \$19,779 and \$143,443 respectively. In total that represents about 9.9% of our assessment levy. We will continue to receive these distributions from the Tax Collector on a fairly regular basis, usually no less frequently than every other week until March when they become delinquent.

Mr. Evans stated we have the first quarter operating reserve that allows us to pay our bills while these funds are coming in, so we are in good shape.

Mr. Moyer stated yes, we are fine.

Ms. Kassel stated on the 2001 and 2004 debt service spreadsheets, even though we have significant negative balances in the year-to-date budget versus actual, that is normal because there is nothing here that shows what a typical cash flow will be. It is received when it comes in during the year.

Mr. Moyer stated it will be received between December and March. The expenses are due May 1 and November 1 and those are the critical dates to look for in these statements.

B. Invoice Approval #104 and Check Run Summary

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

Mr. LeMenager stated thank you for sending me all the contracts that are in place. When I reviewed the contract with our legal advisor, I noted that travel time was to be billed at \$100 per hour and we are being billed at \$125. When was that change made or approved between the original contract in 2000 and now?

Mr. Qualls responded the partners met to discuss this and Ken van Assenderp reviewed the contract. It says \$100 will be charged per hour of travel. When I, as an associate, came on board, I charged my hourly rate of \$125 per hour. It takes me three hours and 45 minutes of travel each way and I only charge three hours total because I treat it as if I were getting on a plane. Pursuant to the contract we have actually very substantially undercharged. That being said, the firm revisited this policy and made the

decision that effective January 2009, we will no longer charge for travel at all on an hourly basis. Hopefully this will alleviate any concerns on this issue for the future.

Mr. LeMenager stated you are putting down three hours but you are charging us more than what was contractually agreed. I am not saying there are not other circumstances, but I come from a business where contracts are contracts. Although your offer going forward is terrific, if we go backwards, I think we have been overcharged \$75 a month.

Mr. Qualls stated if you take \$100 times the 7.5 hours it takes me to travel, versus \$125 for the three hours billed to you, the District is way ahead. If this is an issue to the Board and you want me to credit \$25 for three hours for each time I have come here, I am happy to do that. We serve at the pleasure of the Board. I typed in three hours on my time sheet and they used my hourly rate.

Ms. Snyder stated legally under the contract, you could charge us \$100 for seven hours.

Mr. Qualls stated I would never consider doing that. We appreciate your business. You are my most important client. I enjoy working with you and I will do whatever I can to make sure the excellent relationship we have continues.

Ms. Kassel asked do you travel in the morning or do you stay overnight and come the night before?

Mr. Qualls responded I travel in the morning. I drive so that I can do it in the cheapest way possible. Since we will no longer charge an hourly rate for travel going forward, it is a much better deal for the District. Compared to any other firm, I am charging one half to one quarter to all our other competitors. My apologies for this oversight.

Mr. Evans asked you were charging half of what you were entitled to charge?

Mr. Qualls stated yes.

Mr. LeMenager stated the position of our advisor going forward to eliminate that is a very nice gesture. Keep in mind that I love to look at lawyer's bills.

Mr. Qualls stated at the bottom of our bills, it says that we view this as another means of communication, and we appreciate the feedback. If people like you had not been looking at it, the oversight would not have been caught, so we are very appreciative of folks like you.

Mr. LeMenager stated the FedEx bill shows everyone who receives an agenda package. Why are so many copies going to people who are not members of the Board? It

is not a lot of money, but every penny counts in these economic times. It seems like a lot. I think highly of what Mr. Lentz has done for the community, but I wonder why we spend over \$100 a year to send him copies of the agenda. I do not think we have actually ever seen him at a meeting.

Mr. Carl Fsadni stated I receive mine via email.

Mr. LeMenager stated I am referring to the hard copies that are sent.

Mr. Fsadni asked why is it still being sent with paper copies? I have it sent to me in several emails because it is a large pdf file, so why can they not get it as an electronic distribution? This is the 21st century and we all have computers.

Mr. Evans stated it may have been a holdover from years past.

Mr. Fsadni stated he should not be getting it via FedEx. I agree with you.

Ms. Snyder stated at one point I suggested they FedEx all the agendas to the Welcome Center and for some reason, they said it was not a good idea. I thought we could pick them up here.

Mr. Evans stated we are scattered all over. So they will send them to your address.

Ms. Snyder asked do you go to that office?

Mr. Evans stated yes, once a week, but I review this agenda thoroughly prior to the meeting.

Ms. Snyder stated I do, too, and I really appreciate the hard copy.

Mr. LeMenager stated I agree that the Board should have hard copies. That is absolutely useful but I am wondering why we need more than five hard copies. We can add one or two for the developer.

Ms. Snyder stated the three of us, Ms. Kassel, Mr. LeMenager and myself, could pick them up at the Welcome Center if that would save some money.

Mr. LeMenager stated I would not mind. That is fine.

Ms. Kassel stated I am fine with that as long as we receive notice of that.

Ms. Burgess stated we send agendas to the developer's office. Can we send the three residents with the ones sent to Mr. Tome's office, just in a larger package?

Mr. Tome stated yes, just send it to my attention.

Ms. Burgess stated when he receives them, he can call or email you. That would eliminate four different FedEx packages and we would have just one.

Ms. Kassel stated I understand this is the holiday season, but I received this only a couple days ago. That did not give me much time to review this prior to the meeting.

Ms. Snyder stated we usually get them the week before. Before we discontinue his copy, I would like to ask Mr. Lentz.

Mr. Tome stated we get them electronically and if it helps, we can count his copy as one of ours. Our staff can live with email agendas.

Ms. Burgess stated I will notify staff to make those changes.

Mr. LeMenager stated when we were elected and given information about what we control, we were given a small map. I checked with the County to take a closer look at what we own and what we do not own. I was going to see the Property Appraiser and go over his records next week. I want to get an accurate map of what we own and what we do not own.

Mr. Evans stated we will address that before we leave today.

Mr. LeMenager stated this deals with invoices. We are paying \$5,000 for the entryway on U.S. 192 but we do own the entryway or U.S. 192. All we own at the entryway are three very thin strips of land along the entryway. We are spending public funds on landscaping and maintenance for private property and our attorney will tell us not to do that.

Mr. Evans stated we have a presentation today for all our landscaping contracts and the areas. I think that will be the appropriate time to address that. We had the same concerns.

Mr. LeMenager stated I just wanted to raise it because one of my first questions was what we own.

Ms. Kassel asked do we want to table approval of the check run summary until after the presentation?

Mr. Evans responded these are for the bills we need to approve now. What we will be discussing later and addressing is all landscape bills for all the contracts, and we have been doing that for several months.

Mr. LeMenager stated that was my concern and I wanted to get it into the record.

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

C. Reconsideration of Fiscal Year 2009 Meeting Schedule

Mr. Evans stated we had discussed modifying our monthly meetings to a different schedule. One of the issues raised was the cost of the consultants as well as the convenience of the residents in trying to find a happy medium with all these elements. It was suggested to move them to evening meetings or have them every other month or quarterly and we tabled this for further deliberation.

Mr. LeMenager stated I was working out an idea with Mr. Carl Fsadni, who is a member of the Home Owners Association (HOA), and we came up with an idea that we think might make some sense for the community. Our concept was to have a town meeting night, and those meetings would either be HOA or CDD meetings. Our suggestion is to schedule the third Wednesday of every month as a town meeting, with either HOA or CDD. The only feedback we got back from constituents was a feeling that quarterly meetings were not enough. My personal feeling is monthly meetings may be too much as we do not have that much to discuss each month. The concept we discussed was having more of a town meeting and hopefully getting more participation from the public. We are looking at the third Wednesday of every month. If either body needed to have an emergency meeting, there is a natural night to do it.

Mr. Evans stated I think that is an excellent suggestion.

Ms. Snyder stated I wonder if we can try this for a quarter to see if people come. If they are not going to participate or we get less participation than we have now and it is more convenient for more people during the day, then let us leave the schedule where it is now. Let us try it and if there is no more participation, we can review it again.

Ms. Kassel stated regarding extra expenses for evening meetings, it would be good to understand what those extra expenses will be. I am not receiving any funds for attending these meetings, so there is that much more in the budget to go for what might be incurred.

Mr. LeMenager stated I addressed that issue already and Mr. Moyer assured me that the only additional expense would be for Mr. Qualls. Would there be any additional cost for you coming here at 6:00 p.m. eight times a year instead of at 9:00 a.m.?

Mr. Qualls responded overall, fewer trips would equal less expense, especially in lieu of the firm's new travel policy.

Ms. Burgess asked will you still charge for hotel expenses? Or is that considered part of your travel expense that is being waived?

Mr. Qualls responded we will work with you to make everything work. I cannot imagine how fewer meetings would equal greater costs. There will be hotel expenses but, the District will still be ahead with fewer meetings.

Mr. Evans asked can we come back to this item because we have some things to discuss with the landscape and bidding process, and we may need to have a meeting in January?

Mr. LeMenager responded we can still schedule additional meetings.

Ms. Kassel stated we can have a combined meeting.

Mr. Evans stated that is what I was thinking if you are going to bring the residents out, because a lot of people do not understand the difference between the CDD and the HOA. If they are here to participate in both, then maybe they will understand the difference. We can start with the CDD meeting and follow with the HOA meeting and do them every other month.

Ms. Snyder stated I think that is a good idea.

Mr. Evans stated every other month we could have both meetings, CDD and HOA.

Ms. Kassel stated personally I do not feel every other month is not sufficient. Eight times a month is the minimum that I would want the CDD to meet. It is too much time between meetings. We have questions about the check run summaries, and if we do not meet, we do not have the benefit of hearing what everyone else is saying. I benefit from hearing other people's opinions. If we are not in a meeting, we cannot do that.

Ms. Snyder stated I agree.

Mr. LeMenager stated this is the only place we can discuss these issues. That is my only concern about putting too much space between the meetings. We cannot discuss any CDD matters outside of a meeting.

Ms. Snyder asked what if the CDD meets eight times and the HOA meets every other time or every third time?

Mr. LeMenager responded that is not a bad idea. The HOA needs to meet quarterly.

Ms. Kassel asked what if we met according to this schedule and just add the CDD meeting on January 21? The rest of the meetings will follow this schedule. We will meet nine times a year as the CDD and four times a year as the HOA.

Mr. LeMenager stated in terms of a test, let us present it to the residents and tell them this is our idea and we would like to see support for that on January 21. If we see support,

we will continue with this idea. If no one is interested, then we say we gave it our best shot.

Mr. O'Keefe stated many of our invoices have to be approved within 30 days. How is that accomplished when we would not meet monthly?

Mr. Evans responded many of them are ratified at these meetings. The District Manager has authority to pay normal invoices for things that are under contract.

Ms. Snyder stated I like Ms. Kassel's idea of having both the CDD and the HOA meet on January 21.

Ms. Kassel stated I will have to participate by phone on that date.

Ms. Snyder stated I will also need to participate by Skype because I have already had a plane ticket for quite a while to be out of town. Unless we can move that meeting to the next week.

Mr. Evans stated we could keep our regularly scheduled January meeting and then shift to the new schedule after that. We do need a January meeting to address our landscape issue.

Ms. Snyder asked can we keep the January meeting as scheduled?

Mr. Evans responded that is what I suggest.

Ms. Snyder stated I made my plane reservations based on the CDD meeting schedule.

Mr. Evans stated we are talking about a major issue today. Let us revisit this issue later in the meeting because it will affect the schedule going forward.

FIFTH ORDER OF BUSINESS

Attorney's Report

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

SIXTH ORDER OF BUSINESS

Engineer's Report

Mr. Boyd stated our firm Miller, Einhouse, Rymer and Boyd as of December 1, 2008, merged with Woolpert, Inc. They have been in business since 1911 providing civil engineer and geo spatial services. Official notice has not come out. I will be in touch with Mr. Moyer and Mr. Qualls regarding what type of paperwork we need to do. We will continue to provide services under the terms of our existing contract. The same individuals—Mr. Barry Rymer, Mr. Rick Gierok, Mr. Scott Mormon and myself—will be the people that you will still see.

Mr. Moyer stated the legal form is simply an assignment of contract to the new firm.

Mr. Boyd stated Ms. Kassel asked me to check three locations on Cat Briar Trail. I will take a look at those and report back to you.

Ms. Kassel stated I did not do an extensive walk through on that sidewalk, so it might be a good idea for the Engineer to walk from the pavilion all the way to Five Oaks to make sure if there is anything else, it gets addressed.

SEVENTH ORDER OF BUSINESS

Developer's Report

Mr. Tome stated Mr. Evans asked us to research the landscape contracts for the CDD and at the same time put together an updated landscape specification as well as work with the Engineer to put together a map and a schedule of all the agreements in place, when they terminate, who we are paying and what we are paying for. There are two vendors who are doing landscaping in the District. Mr. Haskett worked with Mr. Boyd on putting together a landscape specifications page along with a map. We provided the contract schedule as to expiration dates and amounts.

Mr. Evans stated as Harmony was being developed, when each new area was brought online, a new contract was negotiated with REW. As these progressed, they all had different termination dates and some had different terms. We explored trying to go back and re-negotiate each contract last year, but when fuel prices increased, the last thing we wanted to do at that time was to start negotiating costs because their costs would have increased substantially. We did want to revisit this issue in order to get better control. Now that fuel prices have decreased, labor costs have stabilized or may even decrease further. We wanted to re-bid all of our landscaping contracts. So to do that, we asked Mr. Haskett to work with the Engineer to put together an exhibit to show all the areas that will be maintained and the different types of specifications and care that will be done to these geographic areas and to re-bid it. The thought was, because some of the contracts have 30-day termination clauses and some have 60-day clauses, we would direct the District Manager to notify REW that it is the Board's intent to terminate all of their contracts effective March 1, 2009, as well as the other landscaping contractor. We will give all of them over 60 days' notice, with the intent that we will re-bid everything. We will have those bids back at the January meeting to evaluate and make a decision at that point. If there is a change in contractor, that will give them 30 days to do what they need to do by March 1. The other thought was to bid this for a period longer than 12 months and take it to the end of the following fiscal year, which will get us back on a fiscal year

renewal period to get in line with our budget process. We will have consistency with the specifications for all of the areas as opposed to it being piecemealed over the years.

Ms. Kassel asked what are the current termination dates?

Mr. Evans responded some are 30 days and some are 60 days. If we use the longer period and authorize the District Manager to send a termination letter by end of this month saying we are terminating all contracts regardless of which one they are, we are covered for March 1. That still gives us a little over 60 days to go through this process and gives them a month to go bid this, and get the bids back to us. That is why I would like to have a January 29 meeting. Then we can award those bids. If it is the same contractor, that is fine. If it is a different contractor, they need time to get mobilized to start by March 1. That will give us a chance to evaluate the bids in January and make a decision. That is the direction that we are trying to get to. On the last page of the exhibit is a map of all the property that is being maintained.

Ms. Snyder asked with the current maintenance we have now, is there a way to get an average per month per section so we have a comparison?

Mr. Evans responded that is what we have now. There are 17 different agreements. As new areas matured, we added new scopes. They all had different start dates and different warranty dates. That is why they were not just modified. Anytime they did anything new, there was a warranty that went with that installation. We are at the end of all the warranty periods or they will all have expired by March 1, so this gives us the opportunity to reset the clock. It was becoming a management nightmare to determine which items were still under warranty. It gives us continuity from a management standpoint. If we are going to re-bid, now is as good time as any. Fuel prices are as low as we are probably going to see for some time.

Mr. Tome stated when we had these as 17 separate contracts, there was a likelihood of costs with more than one contract. The idea is to have one scope of work rather than bidding each village separately. As that happens, individual areas are costing more cumulatively than they would as one larger contract.

Ms. Snyder stated now it can be viewed as one piece and we need certain work performed for all neighborhoods.

Mr. Tome stated that is correct. They will bid to these specifications that become part of the Request for Proposal (RFP) from each of the vendors with a map. They are bidding to these specifications and they know the playing field as far as how big the area is.

Ms. Snyder stated I can see there would not be a comparison because the areas were added at different times.

Mr. Tome stated you will have a comparison based on what you are paying now per month with all 17 contracts added together as one. That is your baseline and we know we can get a better price with one contract.

Ms. Snyder asked can we make sure all 17 parts are covered?

Mr. Tome responded yes, that is included on the map.

Ms. Snyder stated I want to get a spreadsheet of what it was, what it covered and who the vendor was for each contract.

Mr. Tome stated we have that information individually for 17 contracts that totals to a number at the bottom. What you will not have is their total bid broken out by 17 separate contracts. The bottom number is where you can make the comparison.

Ms. Snyder stated it will be like for like.

Mr. Tome stated that is correct.

Mr. Evans stated it leads the contractor to believe you are going to pick and choose. When they bid, it is not a precise science as far as where they allocate their costs. They look at the magnitude of the job and the longevity of that job. It is a 19-month contract and if they know they will have this contract for that length of time, it gives them comfort that they will have a contract especially during these difficult times.

Ms. Snyder stated with my rental agreements, in Florida, they are only legal for 12 months. Can you have a contract for longer than 12 months?

Mr. Qualls responded yes.

Mr. Tome stated this gives us the opportunity to do a couple additional things, like having trash pick up three times a week instead of twice a week. We are working to get some recycling containers in the community and it will be the requirement of the landscaping contractor to take the recycled items out of the containers and take them to the recycling center on U.S. 192.

Ms. Snyder stated I would like to find out the cost of that. Do we really need it twice a week when people can just go out and get another garbage can and do it once a week? I do not mean the recycling because I appreciate doing the recycling.

Mr. Tome responded these are for the park areas.

Ms. Snyder stated someone contacted me from the high school about doing recycling for all the neighborhoods as a project.

Ms. Kassel stated regarding these specifications, obviously we have not had time to review them. If you are going to put them out for bid before we have reviewed them, one thing I noticed is on page 10 under annuals. You specified there is installation but no maintenance and no fertilization.

Mr. LeMenager stated I do not see the magic of March 1. We want to put this out to bid. As has become customary before these meetings, we get two days to read everything and then approve it. I would feel much more comfortable giving them 90 days to get the bids back. That would give us time after we get the bids back to review the results and be able to read them. I would feel more comfortable reviewing this document and giving them 90 days' notice. This is a major issue and I think it is a terrific idea.

Mr. Tome stated when you are reviewing the bids, what you will be reviewing are years of service, references, and price because they are bidding to the same specifications. This document is the most important document when it comes to that because they are all bidding based on this criteria and the review process will be a lot shorter.

Mr. Haskett stated if we delay it too much, we will go past the winter/spring time into summer. If it is a different company, there will be a learning curve and you do not want them to mobilize in the summer.

Mr. LeMenager stated if we have to change vendors, this gives them 60 days to mobilize rather than 30 days. I am concerned that we are moving too fast. My other concern is with respect to the comments I made earlier. It is nice to have these red lines on the map, but we do not own from Ashley Park east along U.S. 192. If you go to the County, their records do not say that we own them. It says they are private property.

Mr. Boyd stated we will double check that. Those are CDD areas. If they were platted, they may be CDD easements. They are CDD landscape facilities. I cannot recall

if they are easements over private property, but the intent is that the CDD will still maintain them because they are common to the entire neighborhood.

Mr. LeMenager stated I am not disagreeing but, as I said earlier, this body has been using public funds to maintain private property. I am pretty sure that is against the law.

Mr. Qualls stated you are correct. I need to make a couple points. Many times people make the distinction between "private" and "public," and that is crucial. Remember that a District has boundaries and the jurisdiction to maintain certain facilities within its boundaries. It is not always necessarily an ownership issue.

Mr. Moyer stated Mr. Boyd will check it out.

Mr. LeMenager stated that is what I have noticed so far and it needs to get checked.

Ms. Kassel stated we will also need to determine the ownership of the land between the curb and the sidewalk on all the interior streets.

Mr. LeMenager stated I have checked most all of them and they are correct.

Ms. Kassel asked on every single street?

Mr. LeMenager responded yes.

Mr. Fsadni stated not on my street. I have a survey that shows I own that property.

Ms. Kassel asked does the CDD own the property or have an easement?

Mr. LeMenager responded they are all platted separately.

Mr. Boyd stated that is consistent with all Cities and the Counties as that is right-of-way. In this case, that strip of land was not conveyed to Osceola County because the CDD wanted to be able to control CDD facilities in that right-of-way and not be dependent on the County to maintain something that might become an issue.

Ms. Kassel asked the property on every single street within the CDD between the sidewalk and the curb is owned by the CDD?

Mr. Boyd stated that is correct. That does not apply to the alleys, but that is correct for the streets.

Ms. Kassel stated we have a resident who said his property survey shows that he is the owner of that property.

Mr. Boyd stated the official plat will clarify that. I can obtain those so if there is one that needs to be clarified, I can help clarify that.

Mr. LeMenager stated I again refer to the map and there is another area that I disagree with. You indicated something zoned Commercial 1 where the temporary school used to

be. You show it as two plats but the County shows it as one plat entirely owned by the CDD.

Mr. Evans stated that is not owned by CDD.

Mr. LeMenager stated we had better make sure we check that because it is an extremely valuable asset.

Mr. Boyd stated that is something that needs to be corrected at the Property Appraiser's office.

Mr. Moyer stated Celebration CDD went through a similar exercise, and it is surprising how many inaccuracies there are at the Property Appraiser's office.

Mr. Evans stated there was an easement granted along the back for conservation and the property appraiser misrecorded it. Counsel sent clarification on that to the County. They totally misread it.

Mr. LeMenager stated I would like a map of what we own and what we do not own.

Mr. Evans stated about three years ago, we started listing all property identification numbers and we have a base-map exhibit that goes through all property records. That is how we found some of these things. There are areas where they maintain the lake banks because they are obligated to maintain them but they do not own that property. They have an easement over that property for drainage. It is a combination of a number of different things.

Mr. Moyer stated I have one suggestion for the Board to consider. I noticed in the specifications that there is not a renewal option and you may want to put in a renewal option. You do not have to renew at the end of the contract term. To address circumstances where we are in a high inflationary period and if he wants to keep the work, the contractor may want to consider renewing for a successive period of one or two years.

Mr. Evans stated the heart of this was to move forward in addressing the issue. Mr. LeMenager raised the issue that we need more time to review this. We need to review this and have time to comment on it. We can reconvene in January with our comments and at that point, we can determine if we want to give a 60-day notice and start April 1 and make a decision the following month. We are shifting the timeline one month to be able to review this material. This is the biggest issue we deal with. We have wanted to address this for a long time so we can manage this to its highest level possible. Keeping

that in mind, we will revisit our meeting schedule later in the meeting. The other thing we discussed, since so many of these areas are built in phases, are aquatics and lake treatment. I think it would be good to put together a map and to revisit those as well because those all came online at different times.

Mr. Golgowski stated they are all under one contract that has been amended.

Mr. Evans stated I think it would be helpful to have one exhibit with all those areas and all the lakes that are the responsibility of the District, whether they are owned or however they are.

Mr. Boyd stated we will put together a similar exhibit specific to the lakes for the next meeting. I do bring full-size maps when we discuss map issues like this, so there is one we can refer to.

Mr. Evans asked have you had an opportunity to update the base map?

Mr. Boyd responded yes, the ownership status map. I will bring that to the next meeting as well.

Mr. Evans stated there are many exhibits that support the documents he provides to us. We will review this and at the same time, we can look at the aquatic elements. If that can be sent to the Board in the next couple weeks, we can review it and perhaps act on that as well in the January meeting.

Mr. Qualls stated I saw there is a form contract in these specifications. As legal counsel, I would like to review that.

Mr. Evans stated yes, you need to do that. I think this is a good start.

Mr. Haskett stated I welcome everyone's comments on this.

Mr. LeMenager stated I suggest we meet in January to review the specifications and then go through the process aiming for April 1.

Mr. Evans stated I think that sounds like a good idea.

Mr. Moyer asked is it the desire of the Board to give notice that we are terminating the contracts effective April 1 or discuss this at the next meeting?

Mr. Evans responded wait until the next meeting in case it is not April 1 and we have something else to revisit.

Mr. Boyd stated it is a competitive environment and it is a good time to take it out to bid but we have also seen protests that will delay the award of contract. When you send

the notice of termination, do we have the option of keeping them on a monthly basis in the event we are delayed in awarding the new contract?

Mr. Qualls responded I have been involved in some bid protests. It is not a pleasant process but you can still award the contract to the proposed bid winner. If the bid protest were successful, that creates a mess and the party protesting will likely ask the court for a stay, meaning you cannot take action to award the contract. That option is available. I do not know what competitive process you are planning on using. If it is not just about price, then the District can do an RFQ (Request for Qualifications) and you can award the contract based on a number of factors and not just price.

Mr. Evans stated for the new community school, they had a series of elements that you put a value to as far as qualifications, staffing capabilities and size of jobs and other things that led to that final decision. It was not just low bid. Sometimes that can come back to harm you later on.

Ms. Burgess asked we will have some scoring and evaluation criteria?

Mr. Qualls stated that option is available to the District.

Mr. Moyer stated I would suggest that to the Board based on similar contracts we recently put out for bid. It is an RFP in which price is a component but it also considers experience, references, location, staff, and equipment. We can assign weights to those factors and it does give you the latitude to be somewhat subjective. The price is for this scope but you can take into consideration other things besides just price.

Mr. Evans stated you are looking at their availability to perform. We might have someone apply with just a lawnmower and tractor and he gives a low bid but we will not get the quality of service that we expect, even though we have the specifications.

Ms. Snyder stated in my background working for IBM, we experienced that. A lot of times we were turned down because we were not the lowest bid but we were brought in to correct everything.

Ms. Kassel asking by adding these qualifications and various criteria, is this a way of preventing a protest?

Mr. Qualls responded all you need for a protest is a losing bid and an attorney. There is no way to prevent it. Mr. Boyd's comment is appropriate. It is a tight market and more of these are coming up. The more thorough you are and if it not just about price, the better your chances are in withstanding a bid protest.

Mr. Haskett asked do we want to consider a bid bond that will ensure we have serious bidders?

Mr. Qualls stated I think there are a lot of things to discuss. That is certainly a great suggestion.

Ms. Snyder asked do we want to have a workshop on this issue?

Mr. Evans responded a lot of this is going to be counsel reviewing the contract and Mr. Moyer with some of the other documents. They have done this for years for other communities and they have encountered some of the same things we are looking at. Between the collective minds and resources, they can provide us with information over the next 30 days. If you have another draft in the next couple weeks, you can distribute that to the Board and that will give us time to be better prepared for any final discussions well in advance and we can give you feedback in the meantime. Let us revisit the meeting schedule. We know we need a meeting in January. The HOA is more flexible so let us focus on the CDD.

Ms. Snyder stated I would like to keep the meeting on January 29.

Mr. Evans stated the next meeting is when we need to review the bids. If we send out termination notices on January 29, if we set our next meeting for the third Wednesday in February, that is February 18 and it does not give them 30 days to prepare their bids.

Ms. Snyder stated let us also keep that meeting on the last Thursday of February.

Mr. LeMenager asked are we still talking about meeting at 9:00 a.m.?

Mr. Evans stated yes, for right now. We are looking at meeting dates and we know these dates are already set.

Mr. Boyd stated we need time to advertise, for you to receive the bids and for you to evaluate them prior to the award.

Mr. Evans stated that is the procedure we need to discuss. We know we have to advertise.

Mr. LeMenager stated it is not 30 days between January 29 and February 26.

Ms. Burgess stated I would like clarification from the attorney if we need to advertise this project once or twice in the newspaper.

Mr. Moyer stated even if it is twice, it can be pegged to the first notice.

Ms. Burgess stated we can still run the advertisement in the newspaper without having the final bid package, provided the entire package is available for them to pick up when we indicate it is available.

Mr. Evans asked can you still run the advertisement tomorrow?

Ms. Burgess responded yes, if we know when we will have everything ready for them to pick up.

Mr. Evans stated we have a couple things going on. We have to give them time to prepare their bids but we also have to advertise that this bid is going to be available. If we approve the bid packages at the next meeting on January 29, they can pick up the packages the next day?

Ms. Burgess responded not if there are going to be any changes.

Mr. Evans stated if we decide at the meeting on January 29 and there are no changes, theoretically they could pick them up the next day. What is a reasonable amount of time for them to prepare their bids? Two weeks?

Mr. Moyer responded it depends on the amount. It will be at least 21 days and if it is over \$500,000, it is at least 30 days.

Mr. Qualls stated contracts for maintenance services have to exceed category four.

Mr. Boyd stated I am sure this will exceed that threshold.

Mr. Moyer stated category four is \$150,000.

Ms. Burgess stated it is indexed to about \$187,000.

Mr. Evans stated we know we will exceed that threshold. How long of a process will that need?

Mr. Moyer responded it will be at least 21 days.

Mr. Qualls stated it will probably be 30 days.

Mr. Boyd stated traditionally we have tried to do 30 days. That allows time for them to review the package, submit questions, and for us to formally respond to everyone's questions.

Ms. Burgess asked would you want to have a required or optional pre-bid meeting?

Mr. Boyd responded it can be done either way.

Mr. Evans stated the first thing we have to do is advertise.

Ms. Burgess stated due to the magnitude of the contract, we will advertise two consecutive weeks.

Mr. LeMenager stated I am thinking a meeting on January 29 is too late.

Mr. Evans stated we need to advertise twice over a two week period.

Ms. Burgess stated we typically advertise in Sunday's newspaper, two consecutive weeks. I would need ten days lead time to get a notice to the newspaper and they will run it. Typically we run them on Sunday because that is when we would get the greatest exposure. With the holidays, the newspaper deadlines have been pushed to earlier dates. I could probably advertise December 28 and January 4.

Mr. Evans stated to satisfy the advertising requirements, let us say you need three weeks. At the end of that advertisement, they will come pick up a bid package. They cannot be available until after the advertisement has run.

Ms. Burgess stated that is correct.

Mr. Evans stated they start the bidding timeframe and the more time they have to spend on it, the better numbers we will receive. It will be a minimum of 30 days for the bidding period. Then there is the bid review period, and you need time to review the bids and make sure they are responsive. Staff will perform a bid review prior to them making their recommendations.

Ms. Burgess stated there is a bid review prior to providing the results to the Board.

Mr. Evans stated the bid review will probably take a week. We would like to receive them before we have to vote on them. We need to digest the information.

Ms. Burgess stated we have done similar things for auditors and other landscaping bids as part of the review. We may want ten days to do that review. We will call their references. Rather than providing you with raw bidding results, we will have a complete package of information for you with the results of our calling their references. Then you can get a better idea of what these companies are like.

Mr. Evans asked does a week give you enough time to get responses from people or do you need more time?

Mr. Boyd responded a week is reasonable.

Ms. Burgess stated the last time we went out for landscaping, we had seven or eight bids and it took staff two days to call and get three references for all of them, so that part will not take long. I agree that a week is reasonable.

Mr. Evans stated staff will perform the bid review and then provide it to the Board to review for a week before we act on it. Then we have our Board meeting. Once we

approve it, it will take time for them to be mobilized. Somewhere in this process is when we send the termination notice, which is at least 60 days before we intend to award a new contract.

Mr. LeMenager stated I agree. We do not have to terminate during the bid process.

Mr. Evans stated that is a sliding event. Then we approve it and once we do, they need at least 30 days to be able to commence. They will have a little more than that because of the timing of our meetings, so it will be about five weeks for them to mobilize.

Mr. LeMenager stated you can make it part of the package to ask them when they can start.

Mr. Evans stated if someone gets a contract of this magnitude, they will know if they can satisfy that obligation. Assuming they are not the same company, it gives everyone time to mobilize.

Mr. Boyd stated one other item is to consider having a mandatory pre-bid meeting. Sometimes that can help streamline the process and it screens out bidders from getting involved at the last minute.

Mr. Evans asked can that be part of the 30 days they have to submit their bid?

Mr. Moyer responded yes.

Mr. Evans stated typically when I have had pre-bid meetings, I would send out the plans and about a week later have the pre-bid meeting. Everyone hears all the questions and everyone gets the same answers.

Ms. Burgess stated and you do not receive any bids from anyone who has not attended that meeting.

Mr. Evans stated they cannot say someone had preferential information. At that meeting, there can be a site inspection so we know they physically walked the property.

Ms. Snyder asked so there will be two pre-bid meetings?

Mr. Evans responded one is a pre-bid meeting and one is a post-bid meeting. There is a pre-bid after they pick up the packages. When the bids come in, that is post-bid review. Then you will fine tune who is a serious bidder. You may have 10 people show up at a pre-bid meeting and only five people bid because the others realize this project is more than they can handle. Once we approve to award the contract, we need to give them at least 30 days to start. This process is going to take over three months.

Mr. LeMenager stated I think January 29 is too late to get started. We should move the January meeting a couple weeks earlier. I tend to agree that we do not want to go too far beyond April. This is a great idea, but I think January 29 is too late.

Ms. Snyder stated I think we should meet the first week in January.

Mr. Evans stated we still have to advertise that meeting.

Ms. Burgess stated we have plenty of time to advertise a meeting for the first week in January.

Ms. Kassel stated I will be here the week of the 11th through the 15th.

Mr. LeMenager stated we could start off our new schedule and meet January 14 in the evening.

Ms. Snyder stated I will not be here. I leave the 13th.

Mr. Evans stated we do not need a meeting for staff to do the advertising for the bids. But we need time for counsel and everyone else to review this bid package and have it to us to review to where we are ready to let it. That can take between now and the next scheduled meeting. There are several disciplines involved in this package. If we had our meeting either the 21st or the 29th, that should give us enough time to advertise and gives us enough time to review the material. I am leaning toward January 29 because there is a lot of information we need to review. We will meet on the 29th and on that date, we should have a finished review package that we all have reviewed and submitted our comments. Within a few days after that, we should be able to make that bid available.

Mr. Boyd stated we can run the advertisement in advance.

Mr. Evans stated yes. As long as we include the date the package is available.

Mr. Boyd stated the pre-bid meeting date and due date are included in the advertisement.

Mr. Evans stated that starts the process.

Ms. Kassel stated we will receive everything between now and the 29th. On the 29th, we will make any changes and approve the RFP. In that timeframe it is being advertised so that on February 1 or 2, the bid package is available for pick up by the potential bidders.

Mr. Boyd stated that is correct.

Ms. Burgess stated I would suggest the Monday following your January 29 meeting. That gives you the freedom to make changes and then we have time to incorporate them and have them photocopied and available.

Mr. Evans stated the next decision date is six weeks between the time they pick up the packages and the time we need to make a decision.

Ms. Kassel stated plus 30 days for them to commence.

Mr. Evans stated that is correct. If we meet on January 29 to refine the bid package and we have changes, that gives staff a week if they need it to incorporate an exhibit or something else that needs to be amended. That will give until the first week in February to be picked up. Then they have 30 days to provide a bid and bids will be received in early March. They need a week to review them and provide them to us. That gives us a week to review them once they have qualified everyone and then we go to our next meeting ready to award a contract.

Mr. LeMenager stated that sounds good.

Ms. Kassel stated that means they will commence the end of April or beginning of May.

Mr. Evans stated that will push it all the way to May 1.

Mr. LeMenager stated then there is really nothing to do with the schedule because the next meeting is already set for January 29.

Ms. Kassel asked are we tabling that decision until the next meeting?

Mr. Boyd responded we will have to agree on the pre-bid date and the other dates on the calendar in order for the bids to go out.

Mr. Evans stated you need the date they are available, the pre-bid date, and the due date. You do not need the date the answer comes out. Assume there will be comments at our meeting on January 29. You have a week to incorporate those comments and have the bids available. That starts the 30-day bid process. Somewhere within that week or so would be a pre-bid meeting and site inspection.

Ms. Burgess stated since we are meeting on January 29, anticipating there might be major changes, we could have the packages available Wednesday, February 4. That will give us four working days. We could advertise January 25 and February 1 just to satisfy the advertising requirement if it needs to be noticed twice. We will let them know that RFP packages are available for pick up in our office at 10:00 a.m. on February 4. If we

need to, we could have them available on Monday, but this will give us a couple days if we need it. We like to give them a week to review the package before the pre-bid meeting, so that meeting could be February 11, 12 or 13 at Mr. Boyd's and the developer's availability. I would stay away from Friday.

Mr. Boyd stated I suggest Thursday, February 12.

Ms. Burgess stated that is not any type of CDD meeting. None of the Board members need to attend. Staff does not need to attend but we can if you want us to.

Ms. Snyder asked could we be invited?

Mr. Boyd responded yes.

Mr. Qualls stated I would advise that only one should be designated to go.

Mr. Evans asked if they pick up the bids on February 4, when do they need to be submitted?

Ms. Burgess stated 30 days from February 4 is Friday, March 6.

Mr. Evans stated let us give them the weekend.

Ms. Burgess stated we can give them until Monday or Tuesday.

Mr. Evans stated Monday, March 9.

Ms. Burgess stated we do bid openings typically at 2:00 p.m. in our office.

Mr. Evans asked is there a bid opening that is required when you receive them? You have not had a chance to review them. A lot of times we have not had that requirement. At a bid opening, they are expecting an award.

Ms. Burgess responded no, at a bid opening, we are simply opening the bids and announcing the prices. That is all we do at that meeting. We open them and everyone will then know what all the others bid. That is when staff will do its review, call references and prepare information for you.

Mr. Evans stated the bid opening is March 9. When will you complete your review by?

Ms. Burgess responded by Monday, March 16. We can get it into your hands on Monday, March 16. Your next scheduled meeting is March 26, so that gives you ten days to review all that information, prior to receiving your regular agenda packages.

Mr. LeMenager stated I need to leave the meeting.

Mr. Evans stated we will keep you posted on the details. Our next meeting is January 29 at 9:00 a.m.

Ms. Burgess stated to allow for any bid protest, if you award a contract on March 26, it is 72 hours within which you have to file a bid protest.

Mr. Qualls stated I believe that is correct.

Ms. Burgess stated we have to wait 72 hours, or Monday, March 30 to see if there are any bid protests.

Mr. Moyer stated that will work.

Ms. Burgess stated if there is no bid protest on March 30, then we can send a Notice to Proceed on March 30 and have them start May 1 and that will give them 31 days' notice.

Mr. Evans stated on March 26, the Board would make that decision subject to there being no bid protest. We would award the contract and on April 1, we can send out the Notice to Proceed.

Ms. Burgess stated we can send that Notice to Proceed on March 31 if we have no valid bid protests. We will route the contract for signature at that point and they will begin on May 1.

Mr. Evans stated we will send the Notice to Proceed to commence on May 1. Unless someone sees a way to shorten it, I do not see how we can shorten this by a whole month. Now that we understand what has to take place, let us revisit the meeting schedule. We will meet on January 29 at 9:00 a.m. Any comments we have on the bid package, that is when we will comment on them. Between now and then, among management and counsel and the engineer and the developer, they will refine the RFP package.

Ms. Burgess stated I will have to email that to Ms. Kassel but we will provide this RFP to you prior to you receiving the agenda package.

Ms. Snyder asked on the proposed schedule dates, is there any reason they changed from Thursday to Wednesday? We have always met on Thursday.

Ms. Kassel stated both of them are gone. I do not know why they chose Wednesday.

Ms. Pam LeMenager stated Wednesday is the middle of the week and no one had prior engagements with church or other after-school activities. That is why the two of them chose Wednesday.

Ms. Snyder stated it was chosen by the two of them. I know many people in the community have activities on Wednesday night.

Ms. LeMenager stated they discussed available dates and Mr. Fsadni knew the school schedule.

Mr. Evans asked do we need a CDD meeting in February?

Ms. Burgess stated not for this process because once it starts, it will proceed as we discussed.

Mr. Evans stated we have already started the process and it will move forward. We can start night meetings in March.

Mr. Qualls stated at the January meeting, if it seems there are other things that need to be brought up in February, you can continue the meeting to a date certain. That is always an option the Board has.

Mr. Evans stated for conversation sake, let us say we will not have anything.

Ms. Kassel stated I would like to say we do.

Mr. Evans stated for a moment, let us say we do not in regard to landscaping. There would not be anything for us to act on in February.

Ms. Burgess stated no.

Mr. Evans stated the next real decision has to be made in March, and the next date on our current meeting schedule is March 26 at 9:00 a.m. to approve an award of the contract.

Ms. Snyder stated I would really like to keep these meetings on Thursdays. I have planned my schedule around these meetings being on Thursday for the last two and a half years.

Mr. Evans stated there are things we know and things we do not know. We know we will meet on January 29 and approve the RFP. In the meantime staff will do the advertising for January 25 and February 1. We know we need those two Board meetings for landscaping issue. Nothing precludes us from having a meeting in February if we need one.

Ms. Snyder stated I would prefer the last Thursday as opposed to the second Wednesday.

Mr. Evans stated we currently have one scheduled for Thursday, February 26. Let us move forward with the advertising. Staff will work on the proposal. We will reconvene on January 29, and if we change our meeting dates or change something, we have time to advertise. I want to qualify the dates we need to have in order to meet our bidding

guidelines. This is the most important thing we have going on. Then we can address everything else later. If we want an evening meeting in February, we have time to schedule one, provided it is convenient for everyone's schedule.

Mr. Moyer stated that is correct.

Mr. Evans stated the thing that is most pressing now is the landscaping schedule. We do not need to change our schedule for right now. Everyone knows what they need to be working on. We do not need a motion since we are not approving anything.

Ms. Kassel asked are we meeting on the 29th and withholding decisions about future meetings until that time?

Mr. Evans responded that is correct.

Ms. Kassel stated I am fine with that.

Ms. Snyder stated I would like to make the suggestion that we keep our CDD meeting on the last Thursday of the month, no matter if it is morning or night.

Mr. Evans stated I do not know if that is a conflict for the District Manager or other staff if we meet at night.

Ms. Burgess stated we do not have any conflicts on the last Thursday.

Mr. Moyer stated we would have a conflict on the third Thursday.

Mr. Evans stated let us continue with the rest of the developer's report.

Mr. Haskett stated we mentioned playground mulch at a previous meeting. When you go from wood fiber mulch for the safety cushion and skull fracture, it goes from \$7,540 to \$20,000 for loose rubber mulch. I did not research this any further due to the significant price.

Ms. Snyder asked what about maintenance? Does one of these last two or three times longer than the other?

Mr. Haskett responded the mulch should have been refreshed annually so we are looking at four or five year's worth of mulch. It is only \$1,200 a year to keep them properly maintained.

Ms. Snyder asked is it as safe as rubber?

Mr. Haskett responded that is the manufacturer's installed recommendation.

Ms. Kassel asked how often do we have to replace it?

Mr. Haskett responded we should add new mulch every year. There is a safety label on the playground equipment, and when the mulch drops below that safety label, that is an indication that it needs mulch added.

Ms. Kassel asked are we going to have to spend \$7,000 annually on mulch?

Mr. Haskett responded no. This was over a four or five-year period that they were not mulched. To get them back up to the safety level, it will cost \$7,540 since there is about eight inches of mulch.

Ms. Snyder asked is this in the RFP to remulch playgrounds?

Mr. Haskett responded no.

Ms. Snyder asked should it be?

Mr. Haskett responded no. If you start going with a different product or manufacturer, you will make the RFP price spike. You do not want to nail things down like that. I am requesting approval for the REW safety mulch application.

Mr. Evans stated basically this is deferred maintenance. In other words, we should have been doing this all along.

Mr. Haskett stated that is correct.

Mr. Evans stated considering we are strapped for funds and are trying to be financially prudent, my suggestion is to go with the wood fiber for now because we have to address the issue now and that is the most economical route we can take to get caught up.

On MOTION by Ms. Snyder, seconded by Ms. Kassel, with all in favor, approval was given to the proposal from REW for wood fiber mulch in the amount of \$7,540.

Mr. Haskett stated I distributed a proposal from Chapco Fence.

Ms. Kassel stated it looks like it is \$600 per location to replace the hinges, wire, drop forks and reset posts. I do not normally get bids, but it seems high to me.

Mr. Haskett stated this is a result of complaints and constant maintenance issues with the dog parks and the gates sagging. They were not at a commercial grade, and this is to upgrade them to commercial hinges and wire, only on the gates and the chain link fence that was damaged on the playground area near Lakeshore Park.

Ms. Snyder stated it sounds like we are upgrading to a better quality.

Mr. Haskett stated it goes by the gauge of the wire.

Ms. Snyder asked should it probably last longer?

Mr. Haskett responded yes.

Ms. Snyder stated it looks good to me. Is this something we budgeted for? Is it maintenance?

Mr. Evans responded it was not budgeted for.

Ms. Snyder asked would this come from general maintenance?

Mr. Moyer stated we have miscellaneous contingencies of \$12,000, of which we have already spent \$2,700, so you have \$10,000 in miscellaneous contingency.

Mr. Evans stated there are things you have to do and things you want to do. When you are under tight financial management, you have to decide if this is something we have to do or something we want to do, regardless of how good an idea it is. Is this something we have to do or something we want to do?

Mr. Haskett responded you do not have to upgrade, but it is something you would like to do. Making the repairs is something you should do. We get a lot of complaints. The development company maintenance personnel is out there constantly making adjustments.

Mr. Evans stated labor is the same if it is commercial or residential grade.

Mr. Haskett stated that is correct.

Mr. Evans stated the difference is in the material.

Ms. Kassel asked if we go to commercial, is there a warranty that is longer than for residential? What can we expect for the life and maintenance? Will it be much lower maintenance to go to commercial?

Mr. Evans responded I think it is just a heavier gauge.

Ms. Kassel stated those gates are used dozens of times every day. There are many children in the park and there are people who pass through the park at night and abuse the gates. They need to be heavy duty. I support changing to commercial if it will result in greater durability and lower maintenance costs. Is this a reasonable cost?

Mr. Evans responded to a great degree we have to rely on Mr. Haskett and his experience in the number of times he bids things and knowing what contractors perform. When he presents something like this, he has done a great deal of due diligence in evaluating the proposal. You raise a good point. The dog parks are one of most used

amenities that have moving parts. I think it would be good to move to commercial grade for that reason for long-term maintenance,

Ms. Kassel stated I know that some areas of the chain link fencing where it meets the top rail, particularly in the small dog park on the cypress side and in the large park adjacent to the gate, a lot of it needs attention. Even though people are not supposed to hang their leashes there, I think they do. Children climb over the fence and their sneakers get caught in the link.

Mr. Haskett stated I can ask them to do some repairs but not replacements for that if the Board so directs.

Ms. Snyder stated it has to be done so it does not get worse, because then it will be a bigger cost. My tendency is to go with a better grade.

Mr. O'Keefe stated I agree with Ms. Snyder to go to the commercial grade. Longevity of the material determines that.

<p>Mr. O'Keefe moved to approve the proposal from Chapco Fence to upgrade to commercial-grade materials in the amount of \$3,355. Ms. Snyder seconded the motion.</p>

Mr. Evans stated things like this fall under the classification of something we need to do.

Mr. O'Keefe stated yes, I agree.

Ms. Kassel stated my concern is on one hand, Mr. Haskett has a lot of experience bidding things out and I trust that, but at the same time, I feel I have to be responsible fiscally to the residents. It appears that this is a high cost for that work.

Mr. Haskett stated we are the developer and we are bringing this to you. As the developer, we pay a large amount of money to the District and we are protecting everyone's best interests and we are interested in a good quality of work.

Ms. Snyder asked did you receive more than one bid?

Mr. Haskett responded no.

Ms. Snyder asked have you had experience in the past with this company?

Mr. Haskett responded yes.

Mr. Tome stated they have done a lot of work for us. They have traditionally been the best value for the price. They might not be the lowest price, but we know their warranty service. They are very competitive and very good

Ms. Snyder stated the lowest price is not always the best. I trust Mr. Haskett so next time when you have a proposal, include some explanation and some history with your proposal as to why you chose the one you are bring to us.

Ms. Kassel asked will there be a warranty on this? Will they include any maintenance if something goes wrong?

Mr. Haskett responded the warranty terms are listed at the bottom. From our experience with them, all warranties are one year so I will make sure it is spelled out.

On VOICE VOTE, with all in favor, approval was given to the above motion as described.
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Mr. Haskett stated as directed by the Board at the last meeting, I received prices for the Swim Club pool lighting to allow for night-time swimming. I researched and received bids for solar powered LEDs, which was \$165,000.

Ms. Snyder stated I think we should table this for awhile.

Ms. Kassel stated or we can look for other bids or other products that will qualify in terms of the requirements and specifications.

Mr. Haskett stated the starting point was \$22,000 to get some pool lights to be able to swim at night. This is a question of, do we need it or can we get by without it.

Ms. Snyder stated I think we should table this for the meantime.

Mr. O'Keefe stated I agree.

Ms. Kassel stated that is fine.

Mr. Evans stated it answered the question that we needed answered, and you did an excellent job in making the comparison and tracking down the information. I know you did a lot of research in evaluating if they are dark sky compliant and to fall within County requirements for night-time swimming. It was not just a matter of finding lights to install.

Ms. Snyder stated on a related note, I am having a solar water heater installed tomorrow morning if anyone wants to stop by and see what is going on. There are some great deals with the Federal government and OUC.

EIGHTH ORDER OF BUSINESS

Monthly Boat Report

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

Mr. Golgowski introduced Mr. Thomas Belieff. The Board has accepted Mr. Belieff as the new full-time dockmaster. He is in the final stages of being employed by Severn Trent to service the Harmony CDD as of January 1, 2009.

Mr. Moyer stated Mr. Belieff has a number of years of service within the community and he wants to transfer that service into the Severn Trent system. They have agreed to that and this deals with having him wait six months to take a vacation. We are going to waive that period and we will treat him as an employee for the number of years he has been out here working. I do not have a problem with that and I do not think anyone else will either.

Mr. Evans stated that is fine. I spoke with him earlier today and one of the things we wanted him to do is, if he is going to be at our meetings, to give us an update. I asked if he would follow up and provide the boat report. We also talked about expanded duties beyond what is boat related. He will be our eyes and ears for our assets in the field. If he sees something that needs to be fixed, he will try to fix it. If he cannot fix it, he will coordinate with the District Manager or developer to get these things done. We discussed periodically coming through to look at street light outages. I do not want to bypass our process whereby we notify the District Manager's office of things we see. Just because he fixes things, we need to maintain the same circuitry where we notify the management company. You can certainly notify Mr. Belieff because it might be fixed before the request runs the gambit, but this way we can maintain recordkeeping consistency. If he sees broken irrigation or if something is being vandalized or any of these other things, we want him to keep an open eye to that and report to us. I asked him to submit a written overview and he will work with Mr. Golgowski on things that are going on to be incorporated in the agenda package. It will take a little while for him to get the feel for this, but we would like a summary of the highlights of what he did that week. For example, contacting OUC for a street light outage one particular week, and general things of that nature. It will progress as we go along.

Mr. Moyer stated to assist him in that regard, we can provide him with the report we prepare for Celebration CDD, which is a bullet list. That works out well for those Board members.

Mr. Evans stated make sure everyone still flows through the same chain of command to make sure we document everything. If he is constantly fixing something that keeps breaking, they may not know about it.

Ms. Snyder stated I have had one observation with boating. Since the fields have been cut where the canals are and people get out to pick oranges, there are a lot of rattlesnakes there. People should be cautioned.

Mr. Golgowski stated that area is out of bounds for visiting. There is a sign being staked out there imminently. The parameters are that you get out of the boat at the dock unless there is an emergency.

Ms. Snyder stated the residents need to know that. My neighbors went to pick oranges yesterday.

Ms. Kassel stated we used to be able to go out on the Butterfly Trail and go to the groves to pick oranges. That is something we were told was allowed and was welcomed until the development of that area knocked down all the orange trees. If that is not the case anymore, we need an announcement that it is no longer the case.

Ms. Snyder asked can you put that in the newsletter?

Mr. Tome responded yes.

Mr. Belieff stated I just saw someone go out there and I have been telling them they could not pick the oranges anymore. I just found out about that yesterday and we will have a sign at the mouth of the canal.

NINTH ORDER OF BUSINESS

Supervisor Requests

Ms. Kassel stated in the last set of minutes we talked about making sure A Cut Above tells us how many years between trimming. You indicated he did not have that in his proposal but you would provide it at the next meeting. We do not have it yet and I will ask for that at the January meeting so we can have an idea what we can expect on an annual basis.

Mr. Golgowski stated he presented the program at the community meeting a week or so ago and indicated it might be a couple years between trimming initially but over time that would lengthen to five or ten years.

Ms. Kassel stated that would be good for us to have that information on what his suggestions are.

Mr. Haskett stated his proposal did have the process with age of tree and intervals and that kind of information.

Ms. Kassel asked was that the original proposal or the second proposal?

Mr. Haskett responded both. It included tree care and tree history.

TENTH ORDER OF BUSINESS

Audience Comments

There being none, the next order of business followed.

TENTH ORDER OF BUSINESS

Adjournment

The meeting adjourned at 11:25 a.m.

Gary L. Moyer, Secretary

Robert D. Evans, Chairman

THIRD ORDER OF BUSINESS

HARMONY COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSAL NUMBER 2009-101 LANDSCAPE/GROUNDS MAINTENANCE SERVICES

INSTRUCTIONS TO PROPOSERS

1. Due Date: Sealed proposals must be received no later than **Monday, March 9, 2009, at 2:00 p.m.** at the office of the District Manager, 610 Sycamore Street, Suite 130, Celebration, FL 34747 ATTN: Gary L. Moyer. Proposals will be opened publicly at that time.
2. Signature on Proposal: In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Acknowledgment of Receipt and Proposal Signature Form. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his authority to do so.
3. Familiarity with Laws: The Proposer is assumed to be familiar with all Federal, State, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility.
4. Qualifications of Proposer: The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the Owner.
5. No Proposer shall submit more than one proposal. Proposers shall be disqualified and their proposals rejected if Owner has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any existing contract, or for failure to demonstrate proper licensure and business organization.
6. Interpretations and Addenda: All questions about the meaning or intent of the proposal documents are to be directed in writing to the District Manager. Interpretations or clarifications considered necessary by the District Manager in response to such questions will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than seven (7) days prior to the date of opening of proposals may not be answered. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers. Please email questions to manager@harmoneycdd.org.
7. Submission of Proposal: Submit ten (10) copies of the proposal forms, the proposal security and other requested attachments at the time and place indicated herein, which shall be enclosed

enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO HARMONY CDD PROPOSAL NO. 2009-101 ENCLOSED" on the face of it.

8. Modification and Withdrawal: Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of sixty (60) days.
9. Proposal Documents: The Request for Proposal will be available on **Thursday, February 4, 2009, at 10:00 a.m.** at the District Office, 610 Sycamore Street, Suite 130, Celebration, Florida. The person to contact is Maria Fuentes at 407-566-2018.
11. Basis of Award/Right to Reject or Award: The Owner reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed appropriate.
12. Contract Award: Within fourteen (14) days of receipt of the Notice of Award, the Proposer shall enter into and execute the Contract in substantially the form included in the proposal documents.
13. Pre-Proposal Conference: A mandatory pre-proposal conference and onsite inspection will be held Thursday, February 12, 2009, at 2:00 p.m. at Harmony. Proposers are also encouraged to make on-site visits to the area for which services are required in order to gain an understanding of the scope of the area to be served. The Proposer is assumed to be familiar with the area and any natural features which will in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility.
14. Insurance: All Proposers shall include as part of their proposal a current Certificate of Insurance detailing the company's insurance coverage. A sample certificate is included as an attachment to the Basic Organization Information Form. In the event the Proposer is notified of award, it shall provide proof of Insurance Coverage, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the Owner may grant. Failure to provide proper proof of insurance coverage shall constitute a default.
15. Indemnification: The successful Proposer shall fully indemnify and hold harmless Owner, the District Manager and the District Engineer, from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the Contract form, provided herein.
16. Limitation of Liability: Nothing herein shall be construed as or constitute a waiver of Owner's limitations on liability contained in §768.28, Florida Statutes, or other Statute or law.

17. All proposals shall include the following information in addition to any other requirements of the proposal documents:
 - A. Completed price sheet (form attached).
 - B. Proposer's organizational chart.
 - C. List position or title and corporate responsibilities of key management or supervisory personnel in present position for each party listed.
 - D. Describe proposed staffing levels.
 - E. Financial statements for 2006 and 2007, if available.
 - F. List three other contracts related to the provision of services by the Proposer in which the company is presently engaged.
 - G. Three References, including the name address and phone number of a contact person, from projects of similar size and scope. The references may, but are not required to, overlap with projects or current contracts as listed above under F.
 - H. Current certificates of insurance.
 - I. Completed copies of all other forms included within the proposal documents.
 - J. Completed work sheet form (included in RPF packet)
18. Any protest regarding the Proposal Documents, including specifications or other requirements contained in the Request for Proposal, must be filed in writing within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.
19. The proposals shall be ranked based on price and the Owner's evaluation of the Proposer's ability to perform the services for the project as demonstrated by the documentation provided by the Proposer and reference checks of the Proposer's clients.

HARMONY CDD
Landscape/Grounds Maintenance Services
RFP No. 2009-101

Evaluation Criteria

Criteria	Firm #1	Firm #2	Firm #3
<p>1. <u>Personnel</u> Geographic locations of the firm's headquarters or office in relation to the project; adequacy and capabilities of key personnel, including the project manager and field supervisor, present ability to manage this project; evaluation of uncompleted work load; proposed staffing levels, etc.</p> <p>(25 points)</p>			
<p>2. <u>Experience</u> Past record and experience of the respondent in similar projects; past performance with other contracts; experience dealing with customers and clients and being responsive to routine and non-routine issues; reputation of providing excellent customer service; character, integrity, reputation of respondent, etc.</p> <p>(30 points)</p>			
<p>3. <u>Understanding of Scope of Work</u> Does the proposal demonstrate an understanding of the District's needs for the services requested?</p> <p>(15 points)</p>			
<p>4. <u>Price</u> Points available for price will be allocated as follows:</p> <ul style="list-style-type: none"> • <u>15 points</u> will be awarded to the Proposer submitting the lowest total bid for completing the work for the initial year (partial year) and year 2 of the contract, as reflected on the bid form. All other proposals will receive a percentage of this amount based upon the difference between that Proposer's bid and the low bid. • <u>10 points</u> are allocated for the reasonableness of unit prices. • <u>5 points</u> are allocated for the proposed increase in total annual price for the renewal term. <p>(30 Total points)</p>			
Total Points:			

HARMONY

COMMUNITY DEVELOPMENT DISTRICT

Landscape Maintenance Specifications

Contractor Responsibility

The Maintenance Contractor (Contractor) shall recognize and perform in accordance with the contract terms, written specifications, and/or drawings contained or referred to herein.

Materials

All materials shall conform to bid specifications. The Contractor will meet all Agricultural licensing and reporting requirements.

Licenses & Permits

The Contractor shall maintain any applicable license and permit requirements of Osceola County, the State of Florida and the Federal Government, as well as all other requirements of the law.

Insurance

The Contractor agrees to provide Worker's Compensation, Unemployment Insurance, and any other insurance required by law. In addition, the Contractor will carry public Liability and Automobile Insurance to limits required by the Harmony Community Development District (the Owner).

Liability

It is understood and agreed that the Contractor shall be liable for any damage of any kind whatsoever that is caused by the negligence of the Contractor, its agents or employees. Throughout the entire landscape, the Contractor shall maintain the installed number of shrubs, ground cover, trees and turf. The Contractor shall replace or reimburse the Owner for the cost of replacement and or repairs, at the Contractor's own expense, those turf areas, shrubs, groundcovers, and trees that are damage or lost due to insect, disease, fungus, and or over watering or insufficient watering from the irrigation system a directed by the Owner. All replacements shall meet the current size, specification, and quality of surrounding related material. All repairs and replacements shall occur within two (2) weeks of notice date of discovery. However, the Contractor will

not be responsible for any damage resulting from a natural disaster (i.e., Freezing, Hurricanes, Tornadoes, Storms, or Floods).

Subcontractors

If the Contractor, as a part of the performance of its Services, elects to employ Subcontractors, the following shall apply: The Contractor shall reserve the right to hire qualified Subcontractors to perform specialized functions or work including specialized equipment as may be required, at Contractors expense. The Contractor shall be responsible for, and coordinate with, the services of any of its Subcontractors. The Contractor shall also require all of its Subcontractors, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents.

Contractor's Project Manager

Contractor shall designate a qualified on-site representative with experience in Landscape Maintenance who will be responsible for overall supervision of the Contractor's work force on the Project and shall act as a single point of contact, on a daily basis, between the Owner and the Contractor. This individual shall maintain at all times a means of being contacted by the Owner and shall respond to such a call within a reasonable amount of time. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the Owner of this daily schedule, for quality control of the Contractor's services, and for arranging and supervising unscheduled service requests by Owner.

Access to Jobsite

Harmony Community Development District (Owner) shall furnish access to all areas of the jobsite where the Contractor is required to perform under the terms of this agreement.

Facility Location

The Owner shall not provide a facility on the project Site for the Contractor as part of this Scope of Services. The Contractor shall, upon receipt of written approval from the Owner, be allowed to temporarily store, if necessary, its materials and equipment on site at an Owner selected location. The Contractor shall be responsible for security of its stored materials and equipment, as well as any connections for utilities to the storage site. The Contractor may be allowed to temporarily have placed, a debris dumpster specifically intended for the disposal of debris generated as part of the Contractors daily activities as outlined throughout this agreement. Contractor shall be solely responsible for the costs associated with said debris dumpster.

Personnel Dress Code

The Contractor shall ensure that employees working on the Project shall wear uniforms or professional attire at all times. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, or in the opinion of the Owner is

unsightly for any reason, shall be strictly prohibited. Contractor personnel shall wear shirts at all times and shall wear footwear that conforms to safe work practices.

Personnel Conduct

The Contractor shall enforce strict discipline and good order among its employees on the Project site. The Contractor shall ensure that its employees that communicate and interact with the Harmony community and any other customers/party associated with the Harmony project are knowledgeable of the Project and the Services the Contractor is performing.

Safety Program

The Contractor shall develop, implement, and maintain a safety program or its operations on the Project. That safety program shall include, at a minimum, a safety policy, safety rules and procedures, safety training, procedures for reinforcing and monitoring safety programs, procedures for accident investigations, providing and maintain equipment safety features, and safety record keeping.

The Contractor shall comply with all State of Florida and federal and local regulations, rules and orders, as they pertain to occupational safety and health, the safe operation and security of the facilities.

The Contractor shall provide, at the Contractors expense, all safety equipment and materials necessary for and related to the work performed by its employees. Such equipment will include, but is not limited to items necessary to protect its employees and the general public, if applicable.

Choice of Law and Forum; Governing Law; Waiver of Jury Trial

The local laws of the State of Florida, without regard to Florida's choice of law rules, will exclusively govern the interpretation, application, enforcement, performance or any other matter related to this Contract. The Parties each waive any right they may have under any applicable law to a trial by jury with respect to any suit or legal action which may be commenced by or against the others concerning the interpretation, validity, enforcement of, or performance under, this Contract or any other agreement or instrument executed in connection with this Contract. The Circuit and County Courts of the Ninth Judicial Circuit, in and for Osceola County, Florida ("Osceola Courts") will be the exclusive forum for any dispute, proceeding, suit, or legal action concerning the interpretation, construction, validity, enforcement of, performance under, or related in any way to this Contract or any other agreement or instrument executed in connection with this Contract. If any such suit or legal action is commenced by any Party, the other Party hereby agrees, consents, and submits to the personal jurisdiction of the Osceola Courts with respect to such suit or legal action. Each party waives any and all rights under applicable law or in equity to object to the jurisdiction or venue in any judicial or non-judicial forum other than the Osceola Courts.

Other Terms

The Harmony Community Development District (Owner) and the Landscape Maintenance Contractor (Contractor) respectively bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this agreement.

This Contract (Agreement) can only be canceled by either party by giving prior certified written notice of 60 days.

Extra Work

The Maintenance Contractor shall furnish the Owner with an estimate for any extra or additional work, which may be requested. If approved by the Owner, a separate invoice for extra work will be submitted to the Owner. Irrigation repairs will be completed as quickly as possible upon discovery and billed under separate invoice. The same terms of payment shall apply to extra or additional work as for standard monthly invoicing.

Communication

The Maintenance Contractor shall be available for a monthly inspection (walk-thru) with the Owner's representative during regular working hours. This inspection shall be scheduled with the Owner's and Contractor's representatives with a resulting punch list of problem areas and corrective actions to be reviewed each month or as time allows. However, the Maintenance Contractor shall be responsible for immediately notifying the Owner of any/all issues, damage, and/or decline directly related to the Contractor's Scope of Work.

Scope of Work

The Maintenance Contractor shall provide at his own risk and cost, all labor, materials, tools, equipment, transportation, hauling, dumping, fertilizers, insecticides, chemicals and other items needed to perform the landscape maintenance work according to the following specifications:

Turf Care

Mowing

The mowing of all turf areas (within each designated property) shall occur no less than once each seven (7) days in the heavy growing season, equaling 42 mowing cycles during the 12 month period.

Bahia Turf in undeveloped areas including but not limited to all retention ponds, lake banks and meadow grasslands shall be cut on a every other week cycle during the heavy growing season (April through October) and as needed during the winter months. Assumed mowing area is up to the waters edge unless otherwise noted with onsite "No Mow" signage.

Mowing retention areas, and other areas too wet for proper mowing, will be mowed when the ground is firm enough to allow normal mowing procedures.

Mowing in the winter months will be regulated on an as-needed basis, but not less than once per month.

Mowing height to be based on reasonability and what is horticultural correct for the turf variety and conditions. However, in no instance will the mowing height be not less than 3" nor shall more than 1/3 of the blade be removed at any cutting.

Mower blades shall be kept sharp at all times to prevent tearing of the grass blades.

Visible clippings after mowing shall be removed to prevent thatch build up.

All clippings shall be kept out of landscape beds, off all sidewalks, roadways, waterways, water features, and swimming pools.

Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers.

Edging

The edging of all sidewalks, curbs, driveways, landscape beds, and paved areas will be performed weekly during heavy growing season, and no less than two (2) times monthly during the winter months.

Fertilizing

Fertilizer shall be applied three (3) times per year. A standard non-burning commercial turf fertilizer shall be used at a rate of (1) pound of actual nitrogen per 1,000 square feet. Fertilizer shall be watered in after each application at the next regular watering period.

Disease and Insect Control

The spraying of turf for control of insects and disease shall be provided as needed, including the following procedure:

- Preventative program shall provide (2) insect/disease sprays and (2) herbicide treatments for weed control per year.
- Re-treatments required between scheduled applications shall be done at no extra charge.
- The Contractor shall reserves the right to substitute a granular product for a liquid based in prevailing weather conditions.

Pest Control

For St. Augustine turf, the Turf Spray Program shall effectively control the following insects: Chinch bugs, Sod webworms, Armyworms, Mole crickets. The selected spray should also help control (but may not eliminate) the following: Fire ants and Fleas.

For Bahia (Argentine) turf, The Turf Spray Program shall effectively control the following insects: Mole crickets, Sod webworms, Leafhoppers and Armyworms. The selected spray should also help control (but may not eliminate) the following: Fire ants and Fleas. (It is agreed as a part of these specifications that control of Mole crickets cannot be guaranteed under this contract.)

Additional treatments shall be provided with fungus and disease spray in order to control the following: Brown patch and Dollar spot.

Contractor shall be responsible for the replacement of all damaged turf as a result of ineffective insect control methods.

Sport Turf

Mowing

- HOC range 0.5" to 1"
- Summer Mowing every 3-5 days
- Winter mowing every 10-14 days or as needed depending on temperatures
- Reel mowing at 0.5" or rotary at 1.0"

Insecticides

- Yearly application of Top Choice for Mole Cricket control
 - Typically April or May is optimum time to apply product at 88 lbs/acre
- Utilize visual inspections and IPM to monitor Sod Webworm/Armyworm thresholds
 - Apply insecticides to control worms following label as needed
- Monitor Fire Ant populations, Top Choice application will help this, but safety of kids and re-entry period will be an issue so this could be closely monitored. Advion is a great alternative to Top Choice.

Herbicides

- Celebration exhibits similar resistance to herbicide as 419 Bermuda grass. Apply herbicide on an as needed basis.
 - Calibration of sprayer is important for any herbicide application
- Ronstar pre-emergent herbicide would be a benefit
 - Apply twice yearly-February & may

Fungicides

- IPM program and visual inspections will validate need for fungicide applications.
 - It would be rare for any need of a fungicide application other than occasionally.

Fertility

- Soil samples taken yearly
 - Higher N rates in Spring

- Lower N rates in Summer & fall
- Use slow release N in the form of polygon or nutralene
 - Ideally N should be at 6-8 lbs / 100 square feet yearly

Irrigation

- Infrequent deep watering will maximize drought of this hybrid Bermuda grass
 - This type of irrigation program will promote deeper rooting

Groundcovers

Pruning & Edging

All groundcovers shall be edged and/or pruned as needed to keep them from spreading over walks, curbs, or up walls. Pruning to maintain a natural shape shall be a continuous operation.

Disease and Pest Control

The spraying of groundcover plants shall occur as often as necessary for the effective control of harmful diseases and insects.

Weed Control

Groundcovers shall be kept reasonably weed free from broadleaf and grassy weeds with respect to the site conditions and the time of year. This shall be accomplished through the use of pre-emergent's, selective contact herbicides and manual weeding.

Fertilizing

Fertilizer shall be applied to groundcover plants on an as needed basis, with a minimum of three applications per year.

Shrub Care

Pruning

All shrubs and other landscape plant materials shall be pruned to maintain a natural, organic shape as a continuous operation, but not when the plant is either in flower or anticipated to flower.

Mulching

One (1) mulching per year of all landscape beds shall be included as part of the contract scope of services and it shall be completed during the months of November through

March. Mulching shall achieve a minimum depth of 3 inches with pine nugget bark mulch. At no point shall the mulch material be allowed to build up against the tree / plant material base. Mulch shall be maintained at a minimum distance of 3" from plant base.

Disease and Pest Control

The spraying of shrubs and other landscape plants shall occur as often as necessary for the effective control of harmful disease and insects.

Fertilizing

Fertilizer shall be applied to shrubs and other landscape plants on an as needed basis to maintain proper color and health, with a minimum three (3) applications per year.

Weed Control and Debris

Shrub and landscape beds shall be kept reasonably weed free with respect to site conditions and the time of year. This shall be accomplished through the use of pre-emergent's, selective contact herbicides and manual weeding.

Spent flowers, leaves and any other landscape debris (i.e., Clippings) shall be removed from plant areas every other week unless heavier accumulation requires weekly removal and disposal off-site.

Tree Care

Pruning

All trees shall be maintained in their natural shapes. Trees shall be pruned in a manner to select and develop permanent scaffold branches that are smaller in diameter than the trunk to which they are attached; to provide radial orientation so as not to overlay on one another; to eliminate narrow "V" shaped branch forks that lack strength; to reduce toppling and wind damage by thinning out crowns; and to maintain growth within space limitations and to balance the crown with the root structure.

All pruning cuts shall be made flush. "Stubbing" will not be permitted.

Pruning for general clean up of trees is recommended in the winter or fall.

Tree pruning is limited to limbing of trees 10 feet, or less, in height and shall occur at a minimum of once per year. Palm tree trimming shall occur a minimum of one time per year during winter months and as needed the remaining months.

Tree Basins

A cleared circle shall be maintained at the base of all trees to reduce the competition for nutrients by lawns, shrubs and groundcovers, and to prevent damage from mowing equipment. Mulch shall not be allowed to encroach upon the tree trunk and must maintain a minimum clearance of 3 inches.

Fertilizing

Those trees, other than palms, within lawn or groundcover areas do not require supplemental fertilization unless recommended for specific deficiencies. All other trees shall receive fertilization on an as needed basis to maintain color and health, with a minimum of two (2) applications per year.

Owner Awareness

The Maintenance Contractor shall be responsible for notifying the Owner of any plants that have died or those in a state of decline.

Litter Control and Trash Collection

Paper, grass, cans, trash, branches and other debris shall be removed from the turf, landscape beds, storm water retention ponds, lake banks, recreational facilities, and boat dock facilities, prior to each mowing cycle and disposed of properly. In addition, Contractor shall monitor the afore mentioned between mowing cycles and all right-of-ways, storm water ponds, parks

All walkways shall be kept clear of debris from the maintenance operation.

The Maintenance Contractor shall be responsible for emptying and properly disposing of the trash and waste in the park trash cans and pet waste stations within the community parks and open spaces a minimum of three (3) times per week. Contractor is responsible for the replacement of trash, pet waste and recycle container liners (trash bags). In addition, where recycle containers are made available throughout the community common areas, the contractor shall ensure the recyclables are collected and placed in the appropriate containers located at the on-site recycle collection facility.

Emergency Response Program

The Contractor shall develop, implement, and maintain an emergency response program (ERP) for emergency work that must proceed immediately to avoid property damage or result in a public health or safety hazard. The ERP shall address emergency situations including, but not limited to, the following items:

- Irrigation line breaks
- Equipment failures
- Chemical spills
- Additionally, the ERP shall address the following:
 - Responsible parties to be notified
 - Personnel, equipment, and emergency repair contractors on call and who will respond to each type of emergency

- Procedures for notifying the Owner, District Manager, the Harmony community, and other utility companies affected by the listed emergency
- The Contractor shall prepare, maintain, and distribute an ERP manual detailing the procedures and responsibilities for the situations listed above and any other situation deemed appropriate by the Owner.

Irrigation

The Maintenance Contractor shall activate each irrigation zone and inspect the irrigation system monthly for broken or clogged heads, malfunctioning or leaking valves, or any other condition, which hampers the correct operation of the system. Standard irrigation repairs and emergency repairs shall be made as quickly as possible. Authorization for work not covered by this contract will be requested from the Owner. Contractor shall make repairs as needed at an hourly rate of _____, plus materials. Separate invoices per clock zone shall be fully detailed to include time, materials and scope of work.

Repairs to the irrigation system that are a result of the Contractor's negligence shall be completed at no cost to the Owner.

Annual / Season Flowers

The Contractor shall be responsible for the quarterly replacement, selection and installation of seasonal annual flowers at various plant beds located throughout the property as outline on the attached property map. Owner shall be consulted prior to the removal and subsequent replacement.

Work not included

The following items would be an additional cost or an "extra" to this contract but can be performed under separate contract with Owner's prior authorization:

- 1) The sweeping of parking areas and driveways except for the clean up of debris generated from landscape maintenance work.
- 2) The furnishing or planting of additional trees, shrubs, groundcovers, vines.
- 3) The deep feeding of trees requiring supplemental fertilization for growth and development.
- 4) The pruning of trees limbs over 10 feet tall.
- 5) The spraying for tree disease and insect control above 10 feet.
- 6) Additional services as may be agreed upon by both parties.

This agreement is for a period beginning March 1, 2009 and ending September 30, 2010

In consideration Owner agrees to pay Contractor the sum of \$_____ in equal monthly payments of \$_____ each.

In witness whereof the parties to this agreement here signed and executed it this _____ day of _____, 20_____.

- A. The Contractor shall on the 1st day of each calendar month deliver to the Owner an Application for Payment in such form and with such detail as the Owner requires.
- B. Based on the Contractor's Application for Payment, and the approval of the Application for Payment issued by the Owner, the Owner shall make monthly payments to the Contractor on account of the Fixed Fee plus additional fees in connection with Work Authorizations. Such monthly payments shall be made on or before the 30th day of each calendar month after receipt by the Owner of the Contractor's Application for Payment and of such documentation to verify the amount owed as the Owner may require, whichever is later; provided, however, that the Owner shall have no obligation to make payment as aforesaid if it has withheld approval of any Application for Payment.
- C. Owner retains the right to reduce any portion of Contractor's Scope of Services, or as amended in any work Authorization, in accordance with this Agreement. In such event, Owner shall be entitled to a reduction proportionate to the Fixed Fee.
- D. The Contractor, by virtue of this Contract, shall acquire no right to use, and shall not use, the name of the Owner or the name Harmony (either alone or in conjunction with or as part of any other word, mark or name) in any advertising, publicity or promotion; to express or imply any endorsement by Owner of the Contractor's Services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited).
- E. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
- F. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Contractor from any and all claims, demands and causes of action whatsoever which Contractor may have against Owner in any way related to subject matter of this Agreement and Contractor shall as a condition precedent to receipt of final payment from Owner, submit to the Owner a fully and properly executed general Release, in the form attached to this Agreement. Neither the Owner's review, approval or acceptance of, no payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to

Owner in accordance with law for all damages to Owner caused by the Contractor's Performance of any of the Services furnished pursuant to this Agreement.

- G. It is understood and agreed that Contractor is acting as an independent contractor in the performance of its Services hereunder, and nothing contained in this Agreement shall be deemed to create an agency relationship between Owner and Contractor.
- H. The rights and remedies of Owner provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.
- I. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, facsimile, or courier service, and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

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

cc: Harmony Development Company, LLC
3500 Harmony Square Drive W
Harmony, FL 34773

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed affective as of the day and year first above written.

Contractor: _____

Owner: HARMONY COMMUNITY
DEVELOPMENT DISTRICT

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

6.2 If no, provide the following:

The State applicant company is incorporated in? _____

Is the company in good standing with the State?

yes () no ()

If no, please explain: _____

Date incorporated _____

Charter No. _____

Is the applicant company registered with the State of Florida?

yes () no ()

7) Is the applicant company a registered or licensed contractor with the State of Florida?

yes () no ()

7.1 If yes, provide the following:

Type of registration (i.e. certified general contractor, certified electrical contractor, etc.) _____

License Number _____

Exp Date _____

Qualifying individual _____

Title: _____

List company (s) currently qualified under this license: _____

7.2 Is the applicant Company a registered or licensed Contractor with Osceola County?

yes () no ()

7.3 Is the applicant Company a certified F.D.O.T contractor?

yes () no ()

8) What are the applicant company's current insurance limits? (provide a copy of certificate of insurance)

General Liability \$ _____

Automobile Liability \$ _____

Workers Compensation \$ _____

Expiration Date _____

9) Has the applicant company been involved as a plaintiff or defendant in any legal action in the past 2 years?

yes () no ()

If yes, please identify the case, case number and describe each case: _____

10) Has the applicant company or predecessor company petitioned for bankruptcy protection in the past 5 years?

yes () no ()

If yes, please identify the bankruptcy case, case number and describe each case: _____

DATE:

11) Has the applicant company performed services for other Community Development Districts within Osceola County? yes () no ()
If yes, please describe the work performed and the amount of each contract: _____

12) If any of the work will be subcontracted, please provide a list of each subcontractor, the work the subcontractor will perform and the approximate percent amount of the total work assigned to each subcontractor: _____

13) Identify the applicant company's key employees that will be assigned to the work, their experience, the number of year employed with the applicant company, and their license, degrees, and/or certifications:

Employee: _____
Experience: _____
Yrs of Experience _____
Licenses, Degrees, Certifications _____

Employee: _____
Experience: _____
Yrs of Experience _____
Licenses, Degrees, Certifications _____

Employee: _____
Experience: _____
Yrs of Experience _____
Licenses, Degrees, Certifications _____

Employee: _____
Experience: _____
Yrs of Experience _____
Licenses, Degrees, Certifications _____

14) Will the equipment utilized by the applicant company be owned or leased:
 owned () leased () both ()
If both, please provide a breakdown between the lease and owned equipment: _____

HARMONY CDD
DATE:

BIDDER INFORMATION FORM

15) Please state the number is full time employees with the applicant company:
Number _____

16) Please provide the total amount of the applicant company's total liquid case reserve.
Amount \$ _____

17) Please list the three lending institutions the applicant company has conducted the most significant business with the past two years:

Lending Institution: _____

Address: _____

Telephone Number: _____

Contact Person: _____

Lending Institution: _____

Address: _____

Telephone Number: _____

Contact Person: _____

Lending Institution: _____

Address: _____

Telephone Number: _____

Contact Person: _____

Note: By submitting this Application, the applicant company has agreed to permit a District representative to contact the institutions. The applicant company also agrees to instruct the institution to authorize the contact person to discuss relevant information with the District.

Notice:

The District may request the following information after the submittal of the information contained in this application package in order to qualify prospective bidders.

- a) Additional information on the total amount of work the applicant company will be undertaking if a bid is awarded, to determine if the company has the capability at the time of the award to timely complete the District's projects.

HARMONY CDD
DATE:

BIDDER INFORMATION FORM

b) Other relevant information.

The undersigned hereby authorize(s) and request(s) any person, firm, or corporation to furnish any pertinent information requested by the District, or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or regarding the ability, standing and general reputation of the applicant.

Name of Applicant Company

By: _____
Printed Name

Title: _____
Corporate Seal

This _____ day of _____, 20____

Sworn before me this _____ day of _____, 20____.

My Commission Expires: _____

(Printed Name)

(Signature)

Notary Public-State of _____

Notary Seal

FOURTH ORDER OF BUSINESS

4A

**Harmony
Community Development District**

Financial Statements

December 31, 2008

**HARMONY COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
DECEMBER 31, 2008**

	GENERAL	2001 DEBT SERVICE	2004 DEBT SERVICE	2004 CAPITAL PROJECTS	TOTALS
ASSETS	\$	\$	\$	\$	\$
CASH	474,481	-	-	-	474,481
CASH ON HAND	500	-	-	-	500
ASSESSMENTS RECEIVABLE, NET DUE FROM OTHER FUNDS	76,197 18,110	-	-	-	76,197 18,110
INVESTMENTS:					
CONSTRUCTION FUND	-	-	-	268,334	268,334
PREPAYMENT ACCOUNT	-	13,541	3,229	-	16,770
RESERVE FUND	-	1,442,006	861,350	-	2,303,356
REVENUE FUND	-	254,874	241,100	-	495,974
TOTAL ASSETS	<u>\$ 569,288</u>	<u>\$ 1,710,421</u>	<u>\$ 1,105,679</u>	<u>\$ 268,334</u>	<u>\$ 3,653,722</u>
LIABILITIES & FUND BALANCES					
LIABILITIES	\$	\$	\$	\$	\$
ACCOUNTS PAYABLE	58,286	-	-	-	58,286
ACCRUED EXPENSES	52,621	-	-	-	52,621
DUE TO OTHER FUNDS	-	-	-	18,110	18,110
DEPOSITS	500	-	-	-	500
TOTAL LIABILITIES	<u>111,407</u>	<u>-</u>	<u>-</u>	<u>18,110</u>	<u>129,517</u>
FUND BALANCES					
RESERVED FOR DEBT SERVICE	-	1,710,421	1,105,679	-	2,816,100
RESERVED FOR CAPITAL PROJECTS	-	-	-	250,224	250,224
UNRESERVED/UNDESIGNATED	457,881	-	-	-	457,881
TOTAL FUND BALANCES	<u>457,881</u>	<u>1,710,421</u>	<u>1,105,679</u>	<u>250,224</u>	<u>3,524,205</u>
TOTAL LIABILITIES & FUND BALANCES	<u>\$ 569,288</u>	<u>\$ 1,710,421</u>	<u>\$ 1,105,679</u>	<u>\$ 268,334</u>	<u>\$ 3,653,722</u>

HARMONY COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING DECEMBER 31, 2008

	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	YTD BUDGET VS. ACTUAL VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$	\$
REVENUE				
INTEREST - INVESTMENTS	5,728	1,432	249	(1,183)
SPECIAL ASSMNTS - ON ROLL	622,750	207,583	266,219	58,636
SPECIAL ASSMNTS - OFF ROLL	914,363	304,788	228,632	(76,156)
SPECIAL ASSMNTS - DISCOUNTS	(24,910)	(8,303)	(10,647)	(2,344)
TOTAL REVENUE	<u>1,517,930</u>	<u>505,499</u>	<u>484,453</u>	<u>(21,046)</u>
EXPENDITURES				
ADMINISTRATIVE				
P/R-BOARD OF SUPERVISORS	12,000	3,000	3,400	(400)
FICA TAXES	918	230	260	(31)
WORKERS' COMPENSATION	2,000	500	-	500
PROFSERV-ARBITRAGE REBATE	3,000	-	1,200	(1,200)
PROFSERV-DISSEMINATION AGENT	500	-	-	-
PROFSERV-ENGINEERING	26,000	6,500	293	6,207
PROFSERV-LEGAL SERVICES	20,000	5,000	5,090	(90)
PROFSERV-MGMT CONSULTING SERV	50,740	12,885	12,685	(0)
PROFSERV-SPECIAL ASSESSMENT	10,714	10,714	10,714	-
PROFSERV-TRUSTEE	10,000	10,000	6,061	3,939
AUDITING SERVICES	15,500	7,750	500	7,250
COMMUNICATION - TELEPHONE	250	62	13	49
POSTAGE AND FREIGHT	3,400	850	269	581
INSURANCE - GENERAL LIABILITY	23,000	23,000	18,034	4,966
PRINTING AND BINDING	7,000	1,750	1,696	54
LEGAL ADVERTISING	3,000	750	794	(44)
MISC-ASSESSMNT COLLECTION FEE	12,455	4,152	5,890	(1,738)
MISC-CONTINGENCY	1,000	250	25	225
OFFICE SUPPLIES	1,000	250	245	5
ANNUAL DISTRICT FILING FEE	175	175	175	-
CAPITAL OUTLAY	750	188	-	188
TOTAL ADMINISTRATIVE	<u>203,402</u>	<u>87,805</u>	<u>67,344</u>	<u>20,461</u>
OPERATIONS AND MAINTENANCE				
LANDSCAPE				
R&M-IRRIGATION	22,000	5,500	2,058	3,442
R&M-LAKE PHASE II	52,000	13,000	12,250	750
R&M-LANDSCAPE - LAKESHORE PARK	25,000	6,250	5,925	325
R&M-LANDSCAPE - TOWN SQUARE	30,600	7,650	7,287	363
R&M-LANDSCAPE - US 192 ENTR	63,000	15,750	15,645	105
R&M-SWIMMING POOL	13,300	3,325	3,055	270
R&M-TREES AND TRIMMING	15,000	3,750	-	3,750
R&M-LANDSCAPE PARC D-1 PARK	7,000	1,750	1,650	100
R&M-LANDSCAPE PARC C-2 PARK	6,000	1,500	1,485	15
R&M-LANDSCAPE PET PARK	21,000	5,250	5,019	231
R&M-LANDSCAPE HWY 192	30,000	7,500	7,500	-
R&M-LANDSCAPE PARCEL G PARK	14,400	3,600	3,600	-
R&M-LANDSCAPE POND AREAS	140,100	35,025	35,025	-
R&M-LANDSCAPE BUCK LAKE	6,000	1,500	1,050	450
R&M-LANDSCAPE PARC B PARK	6,500	1,625	1,560	65
R&M-LANDSCAPE PARC C PARK	6,000	1,500	1,425	75
R&M-PHASE I	80,000	20,000	18,996	1,004
R&M-PHASE III	80,000	20,000	19,800	200
R&M-LANDSCAPE PARCEL D-2 & E	13,200	3,300	3,300	-
MISCELLANEOUS SERVICES	10,000	2,500	-	2,500
TOTAL LANDSCAPE	<u>641,100</u>	<u>160,275</u>	<u>146,630</u>	<u>13,645</u>

HARMONY COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING DECEMBER 31, 2008

	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	YTD BUDGET VS. ACTUAL VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$	\$
UTILITY				
ELECTRICITY - GENERAL	21,000	5,250	7,091	(1,841)
ELECTRICITY - STREETLIGHTING	371,000	92,750	93,374	(624)
UTILITY - WATER & SEWER	<u>120,000</u>	<u>30,000</u>	<u>20,137</u>	<u>9,863</u>
TOTAL UTILITY	<u>512,000</u>	<u>128,000</u>	<u>120,602</u>	<u>7,398</u>
OPERATION & MAINTENANCE				
PAYROLL-SALARIED	30,889	7,722	2,163	5,559
FICA TAXES	2,111	528	165	363
CONTRACTS-LAKE AND WETLAND	40,000	10,000	8,298	1,702
COMMUNICATION - TELEPHONE	2,700	675	686	(11)
R&M-COMMON AREA	12,000	3,000	458	2,542
R&M-EQUIPMENT	5,000	1,250	3,575	(2,325)
R&M-POOLS	25,000	6,250	8,941	(2,691)
R&M-LANDSCAPE LAKESHORE PARK	4,000	1,000	-	1,000
R&M-HARDSCAPE CLEANING	10,000	2,500	2,836	(336)
MISC-LICENSES & PERMITS	900	225	-	225
MISC-PARKS	3,600	900	-	900
MISC-CONTINGENCY	12,000	3,000	5,487	(2,487)
OP SUPPLIES-POOL AND FOUNTAIN	<u>7,500</u>	<u>1,875</u>	<u>2,259</u>	<u>(384)</u>
TOTAL OPERATION & MAINTENANCE	<u>155,700</u>	<u>38,925</u>	<u>34,868</u>	<u>4,057</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>588,929</u>	<u>369,444</u>	<u>219,485</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(168,196)</u>	<u>(83,430)</u>	<u>115,009</u>	<u>198,439</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>(133,430)</u>	<u>115,009</u>	<u>248,439</u>
FUND BALANCE, OCTOBER 1	<u>381,906</u>	<u>381,906</u>	<u>342,872</u>	<u>(39,034)</u>
FUND BALANCE, ENDING	<u>\$ 163,710</u>	<u>\$ 248,476</u>	<u>\$ 457,881</u>	<u>\$ 209,405</u>

HARMONY COMMUNITY DEVELOPMENT DISTRICT
2001 DEBT SERVICE FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING DECEMBER 31, 2008

	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	YTD BUDGET VS. ACTUAL VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$	\$
REVENUE				
INTEREST - INVESTMENTS	25,000	6,250	3,343	(2,907)
SPECIAL ASSMNTS - ON ROLL	1,048,703	349,568	448,310	98,742
SPECIAL ASSMNTS - PREPAYMENT	-	-	11,462	11,462
SPECIAL ASSMNTS - DIRECT BILL	461,018	-	-	-
SPECIAL ASSMNTS - DISCOUNTS	<u>(43,015)</u>	<u>(14,338)</u>	<u>(17,929)</u>	<u>(3,591)</u>
TOTAL REVENUE	<u>1,491,706</u>	<u>341,479</u>	<u>445,186</u>	<u>103,707</u>
EXPENDITURES				
ADMINISTRATIVE				
MISC-ASSESSMNT COLLECTION FEE	<u>21,508</u>	<u>7,169</u>	<u>8,608</u>	<u>(1,439)</u>
TOTAL ADMINISTRATIVE	<u>21,508</u>	<u>7,169</u>	<u>8,608</u>	<u>(1,439)</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>594,238</u>	<u>591,871</u>	<u>2,367</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>26,061</u>	<u>(252,759)</u>	<u>(146,685)</u>	<u>106,074</u>
NET CHANGE IN FUND BALANCES	<u>26,061</u>	<u>(252,759)</u>	<u>(146,685)</u>	<u>106,074</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>\$ 1,472,948</u>	<u>\$ 1,710,420</u>	<u>\$ 237,472</u>

HARMONY COMMUNITY DEVELOPMENT DISTRICT
2004 DEBT SERVICE FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING DECEMBER 31, 2008

	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	YTD BUDGET VS. ACTUAL VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$	\$
REVENUE				
INTEREST - INVESTMENTS	20,000	5,001	2,144	(2,857)
SPECIAL ASSMNTS - OFF ROLL	<u>1,205,596</u>	<u>401,865</u>	<u>-</u>	<u>(401,865)</u>
TOTAL REVENUE	<u>1,225,596</u>	<u>406,866</u>	<u>2,144</u>	<u>(404,722)</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>(107,146)</u>	<u>(511,869)</u>	<u>(404,723)</u>
NET CHANGE IN FUND BALANCES	<u>2,571</u>	<u>(107,146)</u>	<u>(511,869)</u>	<u>(404,723)</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>\$ 1,354,176</u>	<u>\$ 1,105,678</u>	<u>\$ (248,498)</u>

HARMONY COMMUNITY DEVELOPMENT DISTRICT
2004 CAPITAL PROJECTS FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING DECEMBER 31, 2008

	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	YTD BUDGET VS. ACTUAL VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$	\$
REVENUE				
INTEREST - INVESTMENTS	-	-	599	599
TOTAL REVENUE	-	-	599	599
CONSTRUCTION IN PROGRESS				
CONSTRUCTION IN PROGRESS A	-	-	4,505	(4,505)
TOTAL CONSTRUCTION IN PROGRESS	-	-	4,505	(4,505)
TOTAL EXPENDITURES	-	-	4,505	(4,505)
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	-	-	(3,906)	(3,906)
NET CHANGE IN FUND BALANCES	-	-	(3,906)	(3,906)
FUND BALANCE, OCTOBER 1	-	-	254,129	254,129
FUND BALANCE, ENDING	\$ -	\$ -	\$ 250,223	\$ 250,223

**Harmony
Community Development District**

Notes to the Financial Statements
December 31, 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

LIABILITIES

ACCOUNTS PAYABLE	REW Landscape	37,622
	Severn Trent Management Services	15,952
	Young Van Assenderp, PA	2,236
	Various invoices	2,475
	Total	\$ 58,286
ACCRUED EXPENSES	REW Landscape Pond Area	11,675
	City of St. Cloud - General Electricity	2,273
	City of St. Cloud - Streetlighting Electricity	31,125
	KUA - Utility - Water & Sewer	7,548
	Total	\$ 52,621

GENERAL FUND - REVENUES AND EXPENDITURES

REVENUES

INTEREST- INVESTMENTS	Interest Income as of December 2008
SPECIAL ASSMNTS - ON ROLL	See Assessment Collection Schedule for details.
SPECIAL ASSMNTS - OFF ROLL	Birchwood Acres monthly assessment bill of \$76,197.
SPECIAL ASSMNTS - DISCOUNTS	See Assessment Collection Schedule for details.

EXPENDITURES

ADMINISTRATIVE

PROFSERV-ARBITRAGE REBATE	Grau and Associates - Arbitrage Report for Series 2001
PROFSERV-ENGINEERING	Miller Einhouse Rymer & Boyd invoices paid through October 2008
PROFSERV-LEGAL SERVICES	Young Van Assenderp, PA invoices paid through November 2008
PROFSERV-TRUSTEE	US Bank annual fee for Series 2001 FY2009
AUDITING SERVICES	Grau & Associates initial billing for Audit FY 2008
INSURANCE - GENERAL LIABILITY	Public Risk Agency - Paid in Full for FY 2009 for General Insurance Policy
	Preferred Government - First Installment for FY 2009 for Worker's Comp Policy
MISC-ASSESSMNT COLLECTION FEE	Commission on Collected Assessments and Tax-roll Preparation fee of \$779

**Harmony
Community Development District**

**Notes to the Financial Statements
December 31, 2008**

LANDSCAPE

R&M-IRRIGATION	Irrigation repairs provided by REW Landscape.
R&M-LAKE PHASE II	REW Landscape monthly fee 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 fee \$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 fee \$2,000
R&M-LANDSCAPE BUCK LAKE	REW Landscape Monthly fee \$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	City of St. Cloud monthly fee for services paid through December 2008
ELECTRICITY - STREETLIGHTING	City of St. Cloud monthly fee for services paid through December 2008
UTILITY - WATER & SEWER	Kissimmee Utility Authority monthly fee for services paid through December 2008.

OPERATION & MAINTENANCE

PAYROLL-SALARIED	Salary for district employees.
FICA TAXES	Taxes for district employees.
CONTRACTS-LAKE AND WETLAND	Aquatic System monthly fees of \$2,388 and \$378. The \$378 monthly billing in effect since 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, The \$2,388 monthly billing covers 30 Ponds 1-8,10-31.
COMMUNICATION - TELEPHONE	AT&T and Embarq monthly fee paid through December 2008
R&M-EQUIPMENT	Miscellaneous marine and boat supplies for \$3,576.
R&M-POOLS	Jan Pro and Robert's Pool Service monthly fee \$800 Chapco Fence Fence Installation \$2,440
R&M-HARDSCAPE CLEANING	Ledesma Innovations Inc. Pressure washing post and rail \$2,836
MISC-CONTINGENCY	Shade System for Swim Club - 50% Deposit \$2,744 and final payment of \$2,743
OP SUPPLIES-POOL AND FOUNTAIN	Spies Pool LLC monthly fee for pool chemicals and bleach.

**Harmony
Community Development District**

**Cash and Investment Report
December 31, 2008**

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>
GENERAL FUND			
Checking Account- Operating	Centerstate Bank	0.07%	\$ 474,481
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%	254,874
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%	241,100
Series 2004 Contruction Fund	US Bank	1.09%	268,334
		Subtotal	\$ 3,084,434 (1)
		Total	\$ 3,558,915

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

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 Service Gross Assessments
Assessments Levied				\$1,671,453	\$ 622,750	\$ 1,048,703
Allocation %				100%	37%	63%
11/12/08	\$ 1,824	\$ 103	\$ 37	\$ 1,964	\$ 732	\$ 1,232
12/01/08	18,609	791	380	19,779	7,369	12,410
12/11/08	134,952	5,738	2,754	143,444	53,444	89,999
12/23/08	516,851	21,944	10,548	549,343	204,674	344,669
TOTAL	\$ 672,234	\$ 28,576	\$ 13,719	\$ 714,530	\$ 266,219	\$ 448,310
% COLLECTED				42.75%	42.75%	42.75%
TOTAL OUTSTANDING				\$ 956,923	\$ 356,530	\$ 600,393

4B

**Harmony
Community Development District**

Check Register

HARMONY COMMUNITY DEVELOPMENT DISTRICT

Check Register By Fund

For The Period from 12/01/08 to 12/31/08

Fund No.	Check No.	Posting Date	Vendor Name	Vendor Inv. No.	Posting Description	G/L Description	G/L / Org	Check Amount
001	51352	12/4/2008	AT & T	993377858X11262008	#993377858 10/19-11/18	Communication - Telephone	541003 - 53910	67.90
001	51353	12/4/2008	EMBARQ	112508-11308	#4078911308 11/25-12/24	Communication - Telephone	541003 - 51301	42.93
001	51354	12/4/2008	FEDEX	8-991-69449	#2506-5623-8	Postage and Freight	541006 - 51301	9.84
001	51355	12/4/2008	KISSIMMEE UTILITY AUTHORITY	112408	BILLING PERIOD 10/17-11/18	Utility - Water & Sewer	543021 - 53903	7,547.59
001	51356	12/4/2008	ORLANDO SENTINEL	536474001	LEGAL AD-NOTICE OF RULE DEV	Legal Advertising	548002 - 51301	16.04
001	51356	12/4/2008	ORLANDO SENTINEL	537036001	LEGAL AD-PUBLIC HEARING 12/18	Legal Advertising	548002 - 51301	101.90
001	51357	12/8/2008	WIRED FOR TOMORROW LLC	108	Camera System @ Pool Area	Misc-Contingency	549900 - 53910	4,505.00
001	51359	12/12/2008	EMBARQ	120408-27636	#4078927636 11/4-12/3 12/4-1/3	Communication - Telephone	541003 - 53910	49.11
001	51359	12/12/2008	EMBARQ	120408-27636	#4078927636 11/4-12/3 12/4-1/3	Communication - Telephone	541003 - 53910	57.35
001	51361	12/17/2008	WALKER TECHNICAL SERVICES	550	MONITORING MAXI-COM SYSTEM DEC	R&M-Irrigation	546041 - 53902	250.00
001	51362	12/17/2008	ADVANCED MARINE SERVICES	35215	BATTERY	R&M-Equipment	546022 - 53910	974.50
001	51363	12/17/2008	AQUATIC SYSTEMS, INC	0000108640	MTHLY LAKE & WETLAND-DEC	Contracts-Lake and Wetland	534021 - 53910	2,388.00
001	51363	12/17/2008	AQUATIC SYSTEMS, INC	0000108658	MTHLY LAKE & WETLAND SVCS-DEC	Contracts-Lake and Wetland	534021 - 53910	378.00
001	51364	12/17/2008	GRAU & ASSOCIATES	3859	ARBITRAGE REB CALC-SERIES 2001	ProfServ-Arbitrage Rebate	531002 - 51301	1,200.00
001	51365	12/17/2008	GREER'S LANDSCAPE & LAWN	11*2808	POND MOWING NOV	R&M-Landscape Pond Areas	546309 - 53902	11,675.00
001	51365	12/17/2008	GREER'S LANDSCAPE & LAWN	11*2408	BOAT DOCK MOWING/2 TIMES NOV	R&M-Landscape Buck Lake	546310 - 53902	200.00
001	51365	12/17/2008	GREER'S LANDSCAPE & LAWN	11*1408	MOWING SCHOOLHSE RD/2 TIMES NOV	R&M-Landscape Buck Lake	546310 - 53902	100.00
001	51366	12/17/2008	JAN-PRO OF ORLANDO	9375	JANITORILA SVCS-DEC 2008	R&M-Pools	546074 - 53910	735.39
001	51367	12/17/2008	MILLER EINHOUSE RYMER & BOYD	0008201	ENGINEERING SVCS-9/26-10/25	ProfServ-Engineering	531013 - 51501	292.50
001	51369	12/17/2008	REW LANDSCAPE CORP.	705759	IRRIGATION REPAIRS	R&M-Irrigation	546041 - 53902	85.85
001	51369	12/17/2008	REW LANDSCAPE CORP.	705760	IRRIGATION REPAIRS	R&M-Irrigation	546041 - 53902	71.19
001	51369	12/17/2008	REW LANDSCAPE CORP.	705780	IRRIGATION REPAIRS	R&M-Irrigation	546041 - 53902	106.64
001	51369	12/17/2008	REW LANDSCAPE CORP.	705785	DUMPSTER PULLS 11/13	R&M-Common Area	546016 - 53910	458.18
001	51369	12/17/2008	REW LANDSCAPE CORP.	705787	MAINT ASHLEY PARK POOL-NOV	R&M-Swimming Pool	546096 - 53902	533.33
001	51369	12/17/2008	REW LANDSCAPE CORP.	705788	MAINT-192 NOV	R&M-Landscape Hwy 192	546305 - 53902	2,500.00
001	51369	12/17/2008	REW LANDSCAPE CORP.	705789	MAINTENANCE-NOV 2008	R&M-Landscape - US 192 Entr	546048 - 53902	5,015.00
001	51369	12/17/2008	REW LANDSCAPE CORP.	705789	MAINTENANCE-NOV 2008	R&M-Phase I	546318 - 53902	6,332.00
001	51369	12/17/2008	REW LANDSCAPE CORP.	705789	MAINTENANCE-NOV 2008	R&M-Landscape - Town Square	546047 - 53902	2,429.00
001	51369	12/17/2008	REW LANDSCAPE CORP.	705789	MAINTENANCE-NOV 2008	R&M-Landscape Pet Park	546304 - 53902	1,673.00
001	51369	12/17/2008	REW LANDSCAPE CORP.	705789	MAINTENANCE-NOV 2008	R&M-Landscape - US 192 Entr	546048 - 53902	200.00
001	51369	12/17/2008	REW LANDSCAPE CORP.	705789	MAINTENANCE-NOV 2008	R&M-Swimming Pool	546096 - 53902	485.00
001	51369	12/17/2008	REW LANDSCAPE CORP.	705789	MAINTENANCE-NOV 2008	R&M-Landscape - Lakeshore Park	546046 - 53902	1,975.00
001	51369	12/17/2008	REW LANDSCAPE CORP.	705790	MAINT-NBD B NOV	R&M-Landscape Parc B Park	546314 - 53902	520.00
001	51369	12/17/2008	REW LANDSCAPE CORP.	705791	MAINT NBD C2-NOV	R&M-Landscape Parc C-2 Park	546302 - 53902	495.00
001	51369	12/17/2008	REW LANDSCAPE CORP.	705792	MAINT-NBD D1 NOV	R&M-Landscape Parc D-1 Park	546301 - 53902	550.00
001	51369	12/17/2008	REW LANDSCAPE CORP.	705793	MAINT-LONG PK EAST NOV 2008	R&M-Phase III	546320 - 53902	6,600.00
001	51369	12/17/2008	REW LANDSCAPE CORP.	705794	MAINT-NBD C1 NOV	R&M-Landscape Parc C Park	546315 - 53902	475.00
001	51369	12/17/2008	REW LANDSCAPE CORP.	705795	MAINT-D2 & E NOV	R&M-Landscape Parcel D-2 & E	546330 - 53902	1,100.00
001	51369	12/17/2008	REW LANDSCAPE CORP.	705796	MAINT- PARKS OPEN SPACE NBD G NOV	R&M-Landscape Parcel G Park	546307 - 53902	1,200.00
001	51369	12/17/2008	REW LANDSCAPE CORP.	705797	MAINT-2NDARY ENTRANCE NOV	R&M-Lake Phase II	546045 - 53902	4,083.33
001	51370	12/17/2008	ROBERTS POOL SERVICE & REPAIR	111508	POOL MAINT-NOV	R&M-Pools	546074 - 53910	1,180.00
001	51370	12/17/2008	ROBERTS POOL SERVICE & REPAIR	111508A	MOTOR REPLACEMENT	R&M-Pools	546074 - 53910	385.00
001	51371	12/17/2008	SEVERN TRENT ENVIRONMENTAL SER	2038920	MGT FEES-NOV 2008	ProfServ-Mgmt Consulting Serv	531027 - 51201	4,228.33
001	51371	12/17/2008	SEVERN TRENT ENVIRONMENTAL SER	2038920	MGT FEES-NOV 2008	Postage and Freight	541006 - 51301	16.89
001	51371	12/17/2008	SEVERN TRENT ENVIRONMENTAL SER	2038920	MGT FEES-NOV 2008	Printing and Binding	547001 - 51301	667.80
001	51371	12/17/2008	SEVERN TRENT ENVIRONMENTAL SER	2038920	MGT FEES-NOV 2008	Office Supplies	551002 - 51301	85.00
001	51371	12/17/2008	SEVERN TRENT ENVIRONMENTAL SER	2038920	MGT FEES-NOV 2008	Communication - Telephone	541003 - 51301	6.44
001	51371	12/17/2008	SEVERN TRENT ENVIRONMENTAL SER	2038920	MGT FEES-NOV 2008	Communication - Telephone	541003 - 51301	2.80
001	51372	12/17/2008	US BANK	2254524	TRUSTEE FEES-10/01/08-9/30/09	ProfServ-Trustee	531045 - 51301	5,279.75
001	51373	12/17/2008	YOUNG VAN ASSENDERP, P.A.	7431	LEGAL FEES-OCT 2008	ProfServ-Legal Services	531023 - 51401	2,853.25
001	51373	12/17/2008	YOUNG VAN ASSENDERP, P.A.	7098	LEGAL FEES-AUG 2008	ProfServ-Legal Services	531023 - 51401	3,125.88
001	51374	12/19/2008	CITY OF ST CLOUD	121008	BILLING PERIOD 11/7-12/8	Electricity - Streetlighting	543013 - 53903	31,124.62
001	51374	12/19/2008	CITY OF ST CLOUD	121008	BILLING PERIOD 11/7-12/8	Electricity - General	543006 - 53903	2,544.29
001	51375	12/19/2008	EMBARQ	120708-83185	#4074983185 12/7-1/6/08	Communication - Telephone	541003 - 53910	48.83



Municipal Management Division

HARMONY COMMUNITY DEVELOPMENT DISTRICT
Check Register By Fund
For The Period from 12/01/08 to 12/31/08

Fund No.	Check No.	Posting Date	Vendor Name	Vendor Inv. No.	Posting Description	G/L Description	G/L / Org	Check Amount
001	51381	12/24/2008	FEDEX	9-016-54068	#2506-5623-8	Postage and Freight	541006 - 51301	8.57
001	51382	12/24/2008	ORLANDO SENTINEL	55469001	LEGAL AD-MTG 12/18	Legal Advertising	548002 - 51301	21.71
001	51348	12/5/2008			JAMES C. O'KEEFE	PAYROLL		184.70
001	51349	12/5/2008			ROBERT D. EVANS	PAYROLL		184.70
001	51350	12/5/2008			NANCY M. SNYDER	PAYROLL		184.70
001	51351	12/5/2008			MARK W. LEMENAGER	PAYROLL		184.70
001	51358	12/15/2008			THOMAS D. BELIEFF	PAYROLL		307.91
001	51376	12/23/2008			JAMES C. O'KEEFE	PAYROLL		184.70
001	51377	12/23/2008			ROBERT D. EVANS	PAYROLL		184.70
001	51378	12/23/2008			NANCY M. SNYDER	PAYROLL		184.70
001	51379	12/23/2008			MARK W. LEMENAGER	PAYROLL		184.70
001	51380	12/31/2008			THOMAS D. BELIEFF	PAYROLL		307.91

Credits	-
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Sub Total	\$ 121,151.15
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Fund No.	Check No.	Posting Date	Vendor Name	Vendor Inv. No.	Posting Description	G/L Description	G/L / Org	Check Amount
201	51360	12/17/2008	US BANK NATIONAL ASSOC	121508	TRANSFER OF TAX RECEIPTS 2008&2009	Due From Other Funds	131000 -	105,341.35
201	51383	12/24/2008	US BANK NATIONAL ASSOC	122408B	TRANSFER OF TAX RECEIPTS 2008/09	Due From Other Funds	131000 -	74,969.03
201	51384	12/24/2008	US BANK NATIONAL ASSOC	122408A	TRANSFER OF TAX RECEIPTS 2008/09	Due From Other Funds	131000 -	249,313.44

Credits	-
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Sub Total	\$ 429,623.82
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Total Checks Paid	\$ 550,774.97
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Municipal Management Division

**Harmony
Community Development District**

Invoices to be approved

Harmony CDD

January 20, 2009

Invoice Approval #105

ITEM NO.	PAYEE	A=Approval R=Ratification	General Fund
<u>Advanced Marine</u>			
#35456		A	\$491.60
#35844		A	\$3.75
#35842		A	\$40.51
#35751		A	\$86.70
<u>A-1 Pest Control</u>			
#0000111010		A	\$75.00
<u>Aquatic Systems Inc.</u>			
#0000111010		A	\$378.00
#0000110992		A	\$2,388.00
<u>AT & T</u>			
#99377858X12262008		A	\$70.02
<u>City of St Cloud</u>			
#121008 11/7-12/8			\$33,668.91
#011209 12/8-1/8		R	\$33,749.51
<u>Embarg</u>			
#4078927636 11/4-1/3		R	\$106.46
#4074983185 12/7-1/6		R	\$48.83
#4075911308 12/25-1/24		R	\$42.93
#4074983185 1/7-2/6		R	\$48.69
<u>FedEx</u>			
Inv#9-025-41742		R	\$119.61
Inv#9-016-54068		R	\$8.57
Inv#9-034-13005		R	\$10.36
<u>Folsom Electric</u>			
#0000025388		A	\$524.22
<u>GMS</u>			
#213		A	\$1,045.00
<u>Golden Eagle Engineering</u>			
#16881		A	\$60.00
<u>Grau & Associates</u>			
#3895		A	\$500.00

<u>Greer's Landscape</u>		
Inv#12*2808	A	\$11,675.00
<u>Harmony Development Co.</u>		
#12009	A	\$635.25
<u>Home Depot</u>		
#1016791	R	\$15.94
<u>Jan-Pro Cleaning</u>		
#9591	A	\$735.39
<u>Kissimmee Utility Authority</u>		
Billing Period 11/18-12/18	R	\$9,679.84
<u>NAPA Auto Parts</u>		
#440589	A	\$7.69
#44167	A	\$429.22
#442151	A	\$55.13
#443124	A	\$11.44
<u>Orlando Sentinel</u>		
#55469001	R	\$21.71
<u>PGIT</u>		
#COM#22026-4-01/2009	A	\$450.00
<u>REW Landscape Corp</u>		
#705828	A	\$209.00
#705835	A	\$184.80
#705841	A	\$533.33
#705842	A	\$2,500.00
#705843	A	\$18,109.00
#705844	A	\$520.00
#705845	A	\$495.00
#705846	A	\$550.00
#705847	A	\$6,600.00
#705848	A	\$475.00
#705849	A	\$1,100.00
#705850	A	\$1,200.00
#705851	A	\$4,083.33
<u>Roberts Pools</u>		
#12/15/08	A	\$1,475.00

Severn Trent Services

#2039407	A	\$5,238.48
#2039408	A	\$10,714.00

Spies

#185991	A	\$368.20
#193506	A	\$939.95

TPOST

#010608	R	\$8.13
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Walker Technical Services

#562	A	\$250.00
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Young Van Assenderp

#7629	A	\$2,236.38
#7699	A	\$1,479.94

\$156,452.82

4C

**Notice Of Meetings
Harmony
Community Development District**

The Board of Supervisors of the Harmony Community Development District will hold their meetings for Fiscal Year 2009 at Harmony/Greensides, 7251 Five Oaks Drive, Harmony, Florida at 9:00 a.m. on the last Thursday of each month as follows unless otherwise indicated:

October 30, 2008
November 20, 2008 (Third Thursday)
December 18, 2008 (Third Thursday)
January 29, 2009
February 26, 2009
March 26, 2009
April 30, 2009
May 28, 2009
June 25, 2009
July 30, 2009
August 27, 2009 (6:00 P.M.)
September 24, 2009

There may be occasions when one or more Supervisors will participate by telephone. At the above location there will be present a speaker telephone so that any interested person can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (954) 753-5841 at least two (2) calendar days prior to the meeting.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Gary L. Moyer
Manager

EIGHTH ORDER OF BUSINESS

**Harmony CDD
Buck Lake Boat Use
Dec 6, 2008-January 10, 2009**

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 *	48	20	25					3	
Fri, Sat, Sun.	103	64	19		16		2	2	
Totals	151	84	44	0	16	0	2	5	0
Comments	12/25-1 passenger on the V-hull boat in CAT LAKE								
	1/9-3 passengers in a canoe in CAT LAKE								
	1/10-1 passenger on the V-Hull boat in CAT LAKE								

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 *	16	4	9					3	
Fri, Sat, Sun.	36	18	7		8		1	2	
Totals	52	22	16	0	8	0	1	5	0
Comments	* Buck Lake is closed on Tuesdays								

Last Month

Passengers	77	12	46	0	11	2	2	4	0
Trips	31	2	17	0	7	1	1	3	0