

**HARMONY COMMUNITY
DEVELOPMENT DISTRICT**

MARCH 26, 2009

AGENDA PACKAGE

Handwritten initials

Harmony Community Development District

Severn Trent Services, Management Services Division

210 North University Drive, Suite 800 • Coral Springs, Florida 33071

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March 19, 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, March 26, 2009** at **6:00 p.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 January 29, 2009 Meeting**
3. **Consideration of Landscaping Proposals**
 - A. Evaluation and Scoring of Landscaping Bids Received
 - B. Award of Contract
4. **District Manager's Report**
 - A. February 2009 Financial Statements
 - B. Invoice Approvals #106 & 107 and Check Run Summary
 - C. Consideration of Resolution 2009-3 Designating Robert Koncar as Treasurer and Stephen Bloom as Assistant Treasurer
 - D. Change Order to the Severn Trent Contract for Dockmaster Salary
 - E. Request to Prepare RFP Package for Aquatic Plant Maintenance Services
5. **Attorney's Report** – Consideration of Agreement for Legal Services
6. **Engineer's Report**
 - A. Consideration of Proposals for a 10" Water Main Extension
 - i. Geotechnical Engineering Services
 - ii. Surveying Services
 - B. Approval of Invoices for Series 2004 Project
7. **Developer's Report**
8. **Monthly Boat Report**
9. **Supervisor Requests**
10. **Audience Comments**
11. **Adjournment**

Enclosed under the Manager's Report is Resolution 2009-3 designating Robert Koncar as Treasurer and Stephen Bloom as Assistant Treasurer. I recommend you consider Mr. Koncar as Treasurer and Mr. Bloom as Assistant Treasurer. Mr. Koncar is the General Manager of Severn Trent Services, Inc. and Mr. Bloom is the Controller. This resolution will enable District staff to sign certain reports for compliance in a timely manner.

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

Sincerely,

A handwritten signature in black ink that reads "Gary Moyer". The signature is written in a cursive style with a large, stylized initial "G".

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, January 29, 2009, 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 <i>(by phone)</i>	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 Gologowski	Harmony Development Company
Todd Haskett	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 December 18, 2008, Meeting

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

Mr. O'Keefe stated page 4, "to us" should be "to use." On page 12 where Ms. Kassel is speaking, strike "not" before "sufficient."

Ms. Snyder stated in the same sentence, it should read eight times per "year."

Mr. Qualls stated page 8 it should read "of what our other competitors charge."

On MOTION by Mr. LeMenager, seconded by Ms. Snyder, with all in favor, approval was given to the minutes of the December 18, 2008 meetings, as amended
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THIRD ORDER OF BUSINESS

Discussion of Landscape Maintenance RFP

Mr. Moyer stated at last month's meeting, Mr. Haskett distributed a scope of work to the Board. During the month, Mr. Qualls, Ms. Burgess, Mr. Haskett and I combined two documents; one is Mr. Haskett's scope and the other is what we, from a District point of view, have used for landscape contracts for other Districts. Our document was more specific but what you ended up receiving recently is a hybrid of those two documents. The idea from last month is that the Board would discuss the RFP and if approved, we will use this document for the bidding process.

Mr. LeMenager stated I have comments in the order of the documents themselves. On the evaluation criteria, I am looking at the weighting given to Personnel and geographic location. Can this be seen to give an unfair advantage to the current contractor? Does REW already have facilities on site?

Mr. Qualls stated the District has to follow the District's rules for the bidding of maintenance contracts. One of the factors that may be considered by the Board is the geographic location of each bidder. The case law says that so long as the entity providing the bid states that they can treat geographic location as a factor, it is acceptable. Since it is in the rules, it is acceptable for the Board to consider geographic location.

Mr. Moyer stated part of the reason is we had a landscape contract with a contractor out of South Florida performing maintenance for a Central Florida District, and they were not very responsive. This is not meant to penalize a contractor who has an office in Kissimmee or the general geographical area. That is something you take into consideration when you receive these bids. It does not matter if they have an office on Sand Lake Road and they are a good contractor; that is still acceptable to us. It is included to deal with that situation of a contractor coming from Sarasota, Tampa or Palm Beach.

Mr. LeMenager stated I have no problem using it. I just wanted to make sure it was not giving an unfair advantage

Ms. Snyder stated the revised criteria worksheet has each element broken down more specifically in a lot more detail. That makes it easier to understand the point weight.

Mr. LeMenager stated that is even better.

Ms. Kassel stated I want to commend Mr. Moyer, Ms. Burgess, Mr. Qualls and Mr. Haskett because this is much better than the original one.

Ms. Snyder stated I agree; it is excellent.

Ms. Kassel stated my concern is item 4 on page 7 of the scope of services. The first paragraph refers to green and environmentally intelligent practices. Those two sentences is all in terms of directing the contractor to our green practices. I would like to see perhaps a listing of some general green alternatives to be considered and utilized, either in this section or somewhere else. This is so general and is so unspecific so as to not direct the landscaper in any particular way or obligates them in anyway.

Ms. Burgess stated that was a paragraph offered by Mr. Haskett. We can move it earlier within the document or we can insert it in several places.

Ms. Kassel stated perhaps if we had a listing of alternatives or references to another manual or something that is in more detail and gives them an idea of what we are looking for or the alternatives to traditional landscaping. This obligates them to virtually nothing.

Mr. Evans asked does that list exist?

Mr. Haskett stated it is related to the environment that can be affected by chemicals, pest control and herbicides, which is always changing on what can and cannot be used. A professional firm should already know that. I do not know that you want to specify it. If they have to use something that is not green and we lose all the St. Augustine, they will blame the fact that we made them use something as a green alternative and that is why the grass died. This is a suggestion because they still have to do their job and maintain the property.

Mr. LeMenager stated Ms. Kassel has a good point. Perhaps under the evaluation criteria for experience, we could add a comment for any experience they have with certified green chemicals. It is an important part of our marketing of the community that we are a green community. Perhaps that should be something we are evaluating.

Mr. Evans asked are we making requirements or recommendations? If we are making requirements, then we need to specify what those requirements are.

Mr. Haskett stated they are recommendations.

Mr. Evans stated then he has to guess at what is expected of him. We either are very specific or we make recommendations to implement as many green procedures as possible. If you stipulate that they shall use certain green procedures, based on our turf or other plant material, it may not be totally conducive to it.

Mr. Golgowski stated there are recommended practices known as Florida friendly practices within the State of Florida. There are general guidelines to help guide decisions

in how you proceed as opposed to being prescriptive. It states a philosophy and some general guidelines of things that are available and are recommended for applications like this. We can reference those.

Mr. Evans stated that is helpful for whoever is reading the document. If we are telling someone they need to adhere to certain practices, we need to tell them where those practices are that you envision. We can reference a website or a publication or any other type of specific access.

Mr. LeMenager stated the Chairman is correct. If you put something in quotes, that means it needs to be defined and it is not defined anyplace. We need to define what that means and give them some direction. Otherwise it is just a nice statement.

Mr. Haskett stated it is defined through the Florida Green Coalition.

Mr. LeMenager stated then you need to have some specific reference. If you do that, then you have defined it and it is a clear definition.

Mr. Evans stated we are going to reference the Florida Friendly publication that is issued by the University of Florida.

Mr. Haskett stated we can add to the last sentence "as outlined in the Florida Friendly manual, which is part of the Florida Green Coalition."

Mr. LeMenager stated yes. I would like to go back to page 2 of exhibit B, to Section 1.2, there is a reference to Owner. I could not find a definition of Owner.

Mr. Qualls stated Owner will be changed to District. That gives the misconception that you will only maintain something if it is owned by the District, and many areas are not necessarily owned by the District. That will be a global change throughout the document.

Ms. Burgess stated this scope is an exhibit to the contract, and Owner is a reference to the District in the original contracts we have used. Typically, however, we do use this scope as a stand-alone document, so it is better to change it to District.

Mr. LeMenager stated in general, I do not think we have defined the scope of the project very well. This small drawing for Exhibit D does not define the scope of the project.

Mr. Boyd stated the rights-of-way along the roadway show up as black lines on the smaller map but they are orange areas on the larger maps.

Mr. LeMenager asked we are still talking about maintaining the show streets?

Mr. Boyd stated that is correct.

Ms. Snyder asked under edging, is it only the street side of the sidewalk and not the owner side of the sidewalk?

Mr. Boyd stated we have two specifications which is undeveloped open spaces or community parks.

Ms. Snyder stated edging indicates all edging and if you live on Cat Brier, it is only the street side of the sidewalk. I did not see where that was defined.

Mr. Boyd stated it is defined in the exhibit. The street side of the sidewalk is orange and the private side of the sidewalk is the line.

Ms. Snyder stated I do not want the contractor to think that it is all driveways and sidewalks. I assumed it was CDD property.

Mr. Boyd stated the CDD maintains between the sidewalk and the road on the main roads but not in the internal developments.

Mr. LeMenager stated on the western entrance, there is CDD property and then the sidewalk, and then there is another grass area that is maintained but I do not think it is by the CDD. Do we want them to continue to do that?

Mr. Boyd stated this scope of work is strictly from the sidewalk to the curb.

Mr. LeMenager stated they are doing more than that on the western entrance.

Mr. Boyd stated they may be doing the berm out there.

Mr. LeMenager stated in exhibit B at the top of page 4, we are talking about the contractor having the ability to place debris dumpsters. Do we need to have limits on the dumpster location or define what temporarily means? This gives them the ability to put a dumpster in the middle of Town Square and leave it there for a couple days.

Ms. Burgess stated I thought there was language included that indicated a District-designated location.

Ms. Kassel stated it says upon written approval from the owner, which seems to be additional to the contract.

Mr. LeMenager stated that is for storage for their regular materials and equipment. That sentence does not seem to require written approval for a temporary dumpster.

Mr. Moyer stated if there is no objection, we will add that language.

Mr. Qualls stated I will add "location to be approved by the District."

Mr. LeMenager stated on page 7, there is a list of people they need to coordinate things with and the list does not encompass everything. It refers to adjacent property owners as directed by the District. Is that legal? Can we direct them to do anything on property that is not ours?

Mr. Qualls stated it is not a matter of ownership. The District cannot tell them to go across the street and mow their yard.

Mr. LeMenager stated I would delete that line since it was not intended to be an all-inclusive list.

Ms. Kassel asked is that not just for coordination of notice? It is not for the contractor to do anything on anyone's property but to coordinate with other property owners if their property is adjacent to areas where the landscaper needs to do work on.

Mr. Evans stated that is correct. If the District has to do maintenance on a drainage pipe in an easement that runs along someone's property, this means they need to coordinate with them that they will be working in the area.

Ms. Burgess stated I think that was the intent.

Mr. LeMenager stated that makes sense.

Mr. Evans stated it would be good to notify them. If we have an easement over someone's property to repair and maintain the drainage outfall, this means they contact that property owner. It is a catch-all category. We will keep it.

Ms. Kassel stated it lessens our liability as well.

Mr. LeMenager asked Section 4.1.4 for disease and insect control, is this the same as what is in our current contract? Are they currently taking care of these things?

Mr. Haskett stated yes, it is the same basis as they are doing now.

Mr. LeMenager stated for the whole section for sport turf, we make reference to the other sections for turf care in general. I wonder if we really want to refer back to another part of the scope. As I read them, they seem to stand alone. Why are we continually making that reference? We are clearly defining this as a different kind of turf.

Ms. Burgess stated I included part of that, simply for instance, for chemicals where we require the MSDS sheets and we require certain other things. I can simply copy those application sections into the sport turf section. There are certain requirements that you will want them to follow, whether it is regular turf or sport turf.

Mr. LeMenager stated I think that would be better. All the rules will not be exactly the same so I think you can cut and paste those certain sections. In Section 4.2.3, are items A and D in conflict? One says frequency twice a year and the other is "apply as needed." They need to be clarified to twice a year plus as needed.

Ms. Snyder stated you can delete twice a year.

Mr. Qualls stated you want a minimum of twice a year.

Mr. LeMenager asked why do we have a reference to Celebration turf in point C?

Mr. Haskett stated Celebration is the variety of turf.

Mr. LeMenager stated page 16, Section 4.3.4, for shrubs and groundcover pest and disease control, it seems there is a lot of mold and other thing growing on our trees in general. I wonder if what we are using is strong enough.

Mr. Haskett asked are you talking about the oaks on the boulevard?

Ms. Pam LeMenager stated the north-facing trees on the main show streets. There is a fungus growing off the trunks. The reason it grows is insect waste. Insects are living in the trees, spores get onto the tree and it starts to grow. The insecticides or herbicides are not working or are not being used appropriately.

Mr. Haskett stated I will talk with the arborist and get his recommendations. That is a naturally occurring process with live oaks, but we can address it if appropriate.

Ms. LeMenager stated if it is in the current contract, it has not been addressed.

Mr. LeMenager stated page 17, for tree care, I note we refer to our certified tree arborist, A Cut Above, but on the pruning I wonder if we are going to have potential conflict with only a general statement that they have to work with the arborist. Should we have this included at all? Should we have pruning as a separate contract with A Cut Above? I wonder if we will have double expenditures. We have made a clear statement that we want to protect our tree investment, which is so important to how the community looks.

Mr. Evans stated I would take out the name of the provider.

Ms. Snyder stated I think we require the contractor to have an arborist on staff. If they do, could they do ongoing maintenance when A Cut Above is finished?

Mr. Haskett stated yes.

Mr. LeMenager stated it is not just maintenance but continued shaping for A Cut Above.

Ms. Snyder asked if they are going to get them in shape now and the new company has an arborist on staff, do we need A Cut Above to continue maintenance?

Mr. LeMenager stated one of the things addressed in the minutes last month on page 37, where Ms. Kassel asked about having A Cut Above tell us about their detailed plans.

Ms. Snyder stated we decided we needed ongoing maintenance. Will the new company provide that maintenance?

Mr. Evans stated change that to the District "may" retain a certified arborist regarding maintenance and pruning and all events shall be coordinated at that time. It allows them to engage one if necessary and then all this will apply in the event that takes place.

Mr. Haskett stated the intent of tree care for this contract is limited to ten feet or less in height. The intent is to keep the trees off the sidewalks and for public safety. Item F includes many types of trees and some trees have to be done on an annual basis. This scope of work is not in our current arborist's scope of work. We need to keep tree care in the contract.

Mr. Evans stated I suggest we change the wording in 4.1.1.a to read "the District may retain a certified arborist regarding maintenance and pruning of the District's trees. All maintenance and pruning activities shall be coordinated with this arborist, if engaged."

Mr. Qualls stated "in the event the District has retained a certified arborist," and then the rest as you stated.

Mr. LeMenager asked should we make sure that part is clearly priced separately to let their experts do the work? I am thinking about flexibility for the future. A Cut Above does not perform all this other work. They are tree specialists.

Mr. Evans stated this maintenance contract is for 10 feet down. A Cut Above is 10 feet and up.

Mr. LeMenager stated I agree that we should not mention them by name. On page 23 of exhibit B, it references a monthly highlight report. Is anything like that being done now with our other contractors?

Mr. Haskett stated that is something that I have taken on over the years to coordinate complaints to work with the contractor. If things are noticed, it is addressed with the contractor. There is not a formal report.

Mr. LeMenager stated this would give us a new agenda item. That sounds like a great idea.

Mr. Moyer stated we do that in Celebration.

Mr. Qualls stated the District Manager is charged with the works of the District and I agree the contractor needs to be communicating with the Board. I recommend that be done through the Manager or his designee, who makes sure the contract is being carried out to its proper specifications. It is the Board's duty to make sure it happens, but to make sure it happens through the Manager. I want to reword the contract to parallel that flow that the contractor reports to the District Manager, or his designee. It can even be Mr. Belieff and that can be part of his report each month. Then there would be no requirement for the landscape maintenance manager to attend these meetings or prepare a separate report.

Ms. Snyder stated it is pretty well outlined in their bills as to the work they performed.

Mr. Moyer stated that is correct.

Mr. Qualls stated it is outlined in the contract for work that falls outside the contract, that work has to be approved in writing.

Mr. Moyer stated whoever the Board selects, we will give them the form of that report.

Mr. Qualls stated I want to commend everyone for their comments. I want to go back to the green aspect. From a legal perspective, there is no law requiring us to be green. I was looking on the Florida Friendly website. It says there are Florida Friendly plants that use less water. Is that the direction we are going where the contractor should make every effort to plant Florida Friendly plants? Is that what we are trying to capture in being green?

Mr. LeMenager stated I think that is the point.

Mr. Qualls stated I am looking for direction since "green" is not a legal concept and we need to be careful how we define it. Going to the website is a good idea, plants that are native to the Florida environment that use less water. Is that the idea?

Mr. LeMenager stated I believe so, yes.

Ms. Snyder stated yes.

Mr. LeMenager stated thank you for including my idea of doing the rights-of-way on the residential streets for unit prices so through this process, we can determine what it will cost if we try to do that.

Mr. Evans stated they did a good job. They worked with a document that is used often and tailored it to our specific needs. It is my understanding the advertisement was going to be published January 25 and again on February 1.

Mr. Qualls stated there was a question if the advertisement needed to be published one week or two weeks. The District's rules say it must be advertised at least once, and it was advertised on January 25.

Mr. Evans asked what do you need from the Board? Do you need the approval of this document?

Mr. Moyer stated I think that would be appropriate, a motion to approve the contract documents and specifications as amended by this discussion.

On MOTION by Ms. Kassel, seconded by Mr. O'Keefe, with all in favor, approval was given to the RFP package and documents, as amended above.

Mr. Evans stated good job, everyone.

Ms. Snyder stated this helped a lot.

Mr. LeMenager stated that was my key point was to have a well-defined scope.

Mr. Moyer stated all the bidders will receive this document.

Ms. Burgess stated something else that will help is there is a mandatory pre-bid conference they have to attend. They will be able to ask questions and have them answered at that time.

Mr. Qualls stated the contract we distributed under separate cover will be part of the bid package.

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 we have collected about 43% of our non-ad valorem assessments collected on our behalf by the Tax Collector, which is indicative of those who have mortgages since they will pay at the earliest possible time to take advantage of the discount. This amount is a little on the low side. It is usually 60% to 80% by the end of December but that is indicative of the number of people who have mortgages and those

lots owned by the developer. There is nothing to be concerned about at this point because we are still within the window of when people pay their real estate taxes.

B. Invoice Approval #105 and Check Run Summary

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

Mr. LeMenager stated I noted the attorney is still charging for travel time. I presume that will cease beginning with this meeting?

Mr. Qualls stated last month I indicated it will be effective as of January 1, 2009, but on my last invoice, I only charged 90 minutes.

Mr. LeMenager stated I notice that you are also splitting costs with Harmony West. I take it you are now having two CDD meetings back to back?

Mr. Moyer stated we did for a time. Harmony West CDD is new and to the degree they have joint expenses, they will split those.

Mr. LeMenager stated that is great.

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

C. Reconsideration of Fiscal Year 2009 Meeting Schedule

Mr. Evans stated we discussed the possibility of changing our meetings to monthly, to bi-monthly, to quarterly, to daytime or in the evening. We did not come up with a general consensus but we agreed to have today's meeting because of the landscape RFP. Our next meeting is scheduled for February 26 at 9:00 a.m.

Mr. LeMenager asked will we need a February meeting? When are the landscape proposals due?

Ms. Burgess stated March 9.

Mr. LeMenager asked will we have anything to do in February?

Mr. Evans asked is there anything else that will need to be addressed?

Mr. Boyd stated we talked about doing aquatic maintenance as a uniform bid.

Mr. Evans stated I saw an overview for the aquatic program, but I do not know if the manager or the attorney have looked at that.

Mr. Moyer stated no.

Mr. Evans stated Mr. Golgowski put something together regarding the pond maintenance obligations, which are a condition of the South Florida Water Management District (SFWMD) permit for the master drainage permit. It follows along the same lines

of what we did for the landscaping RFP. They put together the mechanics of what needs to take place. You need to look at it from a contractual and execution standpoint as you did with the landscape maintenance RFP. You can send that back to us and let us know what we need to do in order to enact it,

Mr. Boyd stated I brought some exhibits that show the areas that need to be treated.

Mr. Evans stated that scope is under the bid limit, so you can proceed with an RFP and bidding those scopes and have it for us at the next meeting if we reconvene in March.

Mr. Qualls asked if it is under the limit, why do an RFP?

Mr. Moyer stated I want to look at it. We at least want to get several quotes. The bid limit says I can contract without bidding, but I do not think that is good business practice. We can do it on a more informal basis than what we are doing for landscaping.

Mr. Evans stated it gives you the opportunity to work through the documents and go through the bid process to obtain quotes.

Mr. Moyer stated you all had some good input into our landscaping package. We can circulate to the Board what we collectively come up with and get individual feedback. If there are no major changes to the scope, other than the types of things we discussed today, we will get some proposals and bring them to you at your March meeting.

Mr. Qualls stated I recommend a motion to that effect, authorizing staff to put that together, to receive responses after individual Board member review, since it sounds like we will not have a meeting prior to March. Staff will prepare the specifications for an aquatic maintenance program. It is under the bidding limit, and there is no requirement in the rules or charter to go through the formal process. However, it is good business practice to put it out and get several bids. I would like authorization to put together the package, get individual feedback from Board members, and then send it out to receive responses between now and the next time the Board meets.

Mr. Boyd stated aquatic maintenance is different from landscaping in that it includes ponds on the golf course. The CDD has the easement and the right to maintain those ponds. The reason we do aquatic maintenance on all ponds is because the ponds are interconnected on a common system. It does not make sense to have different contracts for different ponds. We need one uniform contract that provides the same aquatic program for all the ponds under one contractor. The purpose is to control aquatic weeds, other nuisance algae and nuisance species.

Mr. LeMenager asked does the golf course make contribution to the maintenance of the ponds?

Mr. Boyd stated through their assessments paid to the District.

Mr. Evans stated we mentioned there is a master permit with SFWMD to the CDD. It is the CDD's responsibility because all the water from all the ponds drains into various lakes. The lakes on the golf course receive drainage from the roadways. SFWMD wants a single body to be responsible for overall aquatic maintenance, not so much the landscape maintenance. The golf course maintains the landscape areas around the ponds up to the edge. Because the ponds are interlinked, not with every other lake, but within the tiered system, you want those treatments to occur at the same time.

Mr. LeMenager stated the system worked terrific with all the rains we have had.

On MOTION by Mr. O'Keefe, seconded by Ms. Snyder, with all in favor, approval was given for staff to prepare and distribute an RFP package for aquatic maintenance services, to receive individual feedback from Board members, and to proceed with the RFP in order to present the results at the March 26, 2009, meeting.

Mr. Evans stated it was suggested that we not have a meeting on February 26 but we convene on March 26.

Mr. LeMenager stated proposals are due March 9. That means they will sit there for three weeks before we do anything. Have we thought through the schedule? Is that soon enough?

Mr. Moyer stated we need a little time because staff has to review those proposals. We have to get that to you in order to do your scoring. I do not think you can do it as early as the 10th or 11th.

Ms. Snyder stated I already made plans and will not be back until then.

Mr. Evans stated we discussed that the bid opening is on March 9. Staff has until the 16th to review them. They will forward them to Board members to review prior to the meeting on March 26.

Ms. Burgess stated part of the review is contacting all of their references. That is one of the elements in the scoring criteria. I fully expect we will have eight to ten people responding and we need to contact at least three of their references. That will take staff some time to do, about four or five business days.

Mr. Evans asked is the consensus to have the next meeting on March 26 at 900 a.m.?

Mr. LeMenager asked may I suggest an evening meeting? There seems to be some support for it according to our meeting minutes from last month. Let us see if we can get some additional people to come to the meeting. The idea was to keep the current dates, but if we can get people to come, terrific. Otherwise, we gave them the opportunity and we are going back to 9:00 a.m.

Ms. Snyder stated I agree with the last Thursday of the month; it does not matter to me if it is morning or evening.

Mr. LeMenager stated let us try it in the evening and give everyone enough notice. Let them know this is their opportunity to participate.

Ms. Snyder stated if there is not an increase, we should make it convenient for people who have to travel.

Mr. LeMenager stated I am in complete agreement.

Mr. Evans stated we also have staff from Harmony Development.

Mr. Moyer asked do you want to begin at 6:00 p.m.?

Ms. Snyder stated whatever is convenient for staff.

Mr. LeMenager stated we can do it as early as 5:00 p.m. if that works better for you.

Mr. Haskett stated I need to confirm the room is available in the evening.

Mr. Evans stated if the room is available, we will meet at 6:00 p.m. Otherwise, the meeting will be at 9:00 a.m. We will give you ample time to send a notice to everyone.

On MOTION Mr. LeMenager, seconded by Ms. Snyder, with all in favor, approval to hold the next meeting on March 26, 2009, at 6:00 p.m. if meeting room is available. Otherwise, the meeting time will be 9:00 a.m.

FIFTH ORDER OF BUSINESS

Attorney's Report

Mr. Qualls stated I want to thank everyone for your thorough review and comments on the bid specifications. I also want to thank Mr. Haskett. He worked hard on this bid package. His institutional knowledge and his research in how to make it better was extremely helpful.

SIXTH ORDER OF BUSINESS

Engineer's Report

Mr. LeMenager stated I was able to find documentation for one easement that exists but I did not find an easement for the properties along U.S. 192 or that they were

transferred. I have two points. I think we need to document those easements. Why have we not been transferred ownership of the property at the front?

Mr. Boyd stated I have a blanket drainage easement that the District has over the entire District, except for platted lots. The purpose is so the CDD can maintain any drainage facilities excluding platted neighborhoods. I also have a blanket ingress/egress that allows the CDD to enter any and all park areas from any point on the property. To speak to the areas along U.S. 192, two ponds were built with phase 1 construction, which consisted of the ponds, the entrance road, Town Square, this portion of Five Oaks Drive, and Cat Brier Trail up to Buck Lake. When that work was completed, it was platted and the rights-of-way for the roadways, from back of curb to back of curb, were conveyed to the County. The landscape and utility tracts were conveyed to the District to maintain the utilities. At that time, the CDD owned all the water and sewer utilities. The balance of the property was not platted because the development parcels remained undefined. We had established a spine road and we built the ponds. During that same period of time, the developer initiated a program with FDOT for the widening of the roadway several years in advance of their original schedule, which included the underpass to the high school. With that in place, DOT needed drainage easements to all four ponds. They are joint use ponds for DOT and the CDD for water running off the roadways. They have maintenance easements over them by both DOT and the CDD. They are being used by the public, by DOT and by the CDD. The developer has no ability to use them for private development purposes but the legal property lines were not defined other than in the easement. That was because Town Center had not yet been designed. The blanket ingress/egress easement applies to the front section west of the entrance, which is the public use trail that gets everyone to the high school. The reason the CDD does not own it is because it is better to wait until the two undeveloped property on either side of the entrance are platted and the dedications are done one time. One of the developments that came up when Town Center was being designed is that truck access needs to be at a second entrance rather than having them come in on Harmony Square Drive. We are working with DOT now to finalize this easement. If we had them under conveyance now, we probably would not be able to create that second entrance.

Mr. Evans stated there is an interlocal agreement between DOT and the CDD whereby DOT granted to the CDD to do the landscaping in the median and the rights-of-way on the basis that the District maintains that landscaping.

Mr. Boyd stated that pertains to maintenance of the DOT right-of-way shown in green on the map. The CDD maintains the right-of-way because of the grant to allow the plantings that DOT would not traditionally install. We installed nicer plantings than DOT would do. We have an obligation to maintain the median and right-of-way because DOT will not. They are all green friendly plantings that have low irrigation requirements. The intent is to show that all the DOT right-of-way is included to the high school, on both sides of the highway.

Mr. Qualls stated Section 190.011(7)(a), Florida Statutes, the District shall have and the Board may exercise the following powers, to hold control of any public easements and to make such easements for any of the purposes authorized by this Act and that fits inline with these maintenance easements.

Mr. Evans stated there is a blanket easement that was granted in 2000 over the entire land in the CDD as an access easement. The intent was, when each plat is recorded, that plat will supersede that easement over the top of the property. When the plat is recorded, it defines where the District continues to have an easement. Either they own the property or they have other easements on there. After the plat is recorded, the District issues an amendment to that drainage easement, which removes all of the land that is within the boundaries of that plat and supersedes it with the conditions set forth in the plat. This way you remove the easement from the platted lots for each subdivision. I have the seventh amendment to the drainage easement for parcels D2 and E, which have been platted and it modifies the drainage agreement that we need to act on. I am requesting approval of this agreement. The original agreement lays out the parameters for modifications to this drainage easement.

Mr. Boyd stated it removes the private lots from the CDD drainage easement. This document will take care of all lots in parcels D2 and E at the same time and remove our responsibility.

<p>On MOTION by Mr. O'Keefe, seconded by Mr. LeMenager, with all in favor, approval was given to execute the seventh amendment to the drainage easement, as discussed.</p>
--

Mr. Evans stated the land along U.S. 192 will be deeded at some point. There has been a provision and practice in place when the District was established that for areas like the access walk, when the plat is finished and recorded, that is when all those properties will be conveyed.

Mr. LeMenager stated that makes perfect sense.

A. Acknowledgement of Consent to Assign Engineering Contract

Mr. Boyd reviewed the consent to assign the engineering contract to Woolpert as a result of the merger with Miller, Einhouse, Rymer & Boyd.

Mr. Qualls asked is this the typical assignment where the terms are the same as the existing contract?

Mr. Boyd stated yes, it has the same terms as the existing contract. The updated hourly rates are attached, which are favorable to the District. It is a master agreement for us to attend these meetings and doing anything the Board directs us to do at these meetings. For larger projects, there will be a separate, specific contract.

On MOTION by Mr. LeMenager, seconded by Mr. O'Keefe, with all in favor, approval was given to execute the consent to assign the engineering contract to Woolpert.

B. Consideration of Proposal to Design a Water Line Loop Connection

Mr. Boyd stated related to the utility infrastructure, Harmony was required to build the water and wastewater infrastructure for the neighborhoods. Once it was built and accepted, Toho Water Authority will accept ownership and maintenance for those facilities. Infrastructure includes water lines that provide not only potable water but fire protection services as well. There is a dead line that runs along the phase 3 infrastructure, which is Five Oaks Drive all the way until it dead ends into Cat Lake. That line alone will not be able to provide fire protection for the east side of the community. The utility master plan approved by Toho Water Authority provides a link that runs from neighborhood E across the wetland, tying into the CDD property shown in yellow. Then it ties back into the infrastructure roadway. The purpose of that loop is to loop the neighborhoods. If, for some reason, there is an outage or a line is closed, water can go back up the other direction. It is the completion of the water system for the CDD. The reason it has not been built, previous to neighborhood E being completed, there was a span that the CDD was waiting for the developer to put in place. Now that D2 and E are

completed, the CDD can connect and complete the line. There is a SFWMD permit that allows for the wetland crossing. We are going to evaluate that construction two ways. One is a directional bore that will result in no impacts to that wetland. Another one is selective hand clearing so the pipe can be trenched and land can come back to its natural state after installation is complete. The proposal is for this scope of work.

Mr. LeMenager asked why do this now? This is \$20,000 for a design project and we know the state of the current economy. The developer cannot sell properties on that side and we are years away from actually doing anything on that side. Realistically, we have a gorgeous neighborhood E that has not had any home sales.

Mr. Boyd stated there are two reasons. One, it provides an alternate route for water to go to the neighborhoods if you need maintenance. All the water for the neighborhoods comes through Five Oaks Drive. If there was a breakage and the line had to be shut down, there would be no water for the entire balance of the neighborhoods. This is typically the case in the initial phases of a development. It is not practical to create a loop in the initial phases but it is desirable when it can be completed. The second reason is that there are funds in the capital projects fund and there are restrictions on how long those funds can remain in place.

Mr. Evans stated it is an obligation on behalf of the water utility plan.

Mr. LeMenager stated I think the ability to provide fire protection for the property we have developed is a very strong argument,

Mr. Boyd stated that is correct.

Ms. Snyder stated getting this done will make it easier to get the trails through the wetland.

Mr. Evans stated he will explore whether to jack and bore, or to clear and put the pipeline through.

Mr. Boyd stated the alignment will line up with the trail

Ms. Snyder stated with the economy the way it is, it will be more economical to do it now than to put it off.

Mr. Boyd stated one advantage in doing it now is we will get better pricing for capital projects.

On MOTION by Ms. Snyder, seconded by Mr. O'Keefe, with all in favor, approval was given to the proposal for the water line extension.

Mr. Boyd stated I have a follow-up item that Ms. Kassel requested of us at the last meeting. She observed cracks in sidewalk along Cat Brier Trail. Rick Gierok from our office walked that area from the southern end to the northern end. He did identify some locations. Some locations are in the sidewalk inventory that were noticed last year but were not severe enough to warrant maintenance at that time, and we observed some new ones that were not in that original inventory and possibly were not there at the time or they may have been missed. It has been a year since we did an inventory, and sidewalks are a constant maintenance issue. I am not surprised that we have new cracks or spawling. I distributed a copy of the report we prepared and I will highlight our recommendations. There are seven locations that Mr. Gierok observed and photographed. The last three are the ones we feel warrant immediate attention. Last year we also prepared a sidewalk maintenance policy, and that classified different categories of cracks or damage. Priority level 1 is anything that has a 3/4-inch or greater vertical or horizontal separation. Items 5, 6, and 7 have that. It is our recommendation to coordinate with the District Manager to get a price to repair those three areas. Even the other areas do not warrant immediate attention, we recommend getting a price as well since the contractor will have to mobilize anyway to make the priority repairs. The CDD already has the authority to repair items 5, 6 and 7 without any further action from the Board because they fall within category 1, which is the policy of the Board to be repaired as soon as possible.

Mr. Evans stated the Manager is authorized to repair items 5, 6 and 7 and get pricing on the other areas.

Mr. Moyer stated we will proceed to do that.

SEVENTH ORDER OF BUSINESS

Developer's Report

Mr. Haskett stated at the last meeting, you authorized the repair of the fence at Lake Shore Park as well as the latches and hinges at the dog parks. They were completed a couple weeks ago and I did an inspection with Chapco. I was not happy with the hinges that were installed. I had them modify the hinges and latches to my satisfaction. The gates were really stiff and I had them put a sleeve in the post so the hinges will slide

easily and the gates will not stay open. They did a good job of following up on that. The Board authorized mulch for the playgrounds, and that was completed last week. We had a nice comment from a mom saying how nice it was and how much her kids enjoyed it. The arborist is almost complete but he did have a large scope of work. He is in the Birchwood and Cypress neighborhoods, and he should be complete by next week. He apologized for his extended schedule but he did fit us into his busy schedule. He would appreciate our leniency in him taking longer than originally proposed.

Ms. Snyder stated he did a great job cleaning up. They cleaned it up right away.

Mr. Haskett stated I have not received any complaints on his services. There is a Virginia Baker Pool and Safety Act that has to be acted on throughout the whole United States. I received proposals from Spies Pool and Pool Works, as recommended by our pool maintenance contractor. All the pool drains in every pool within the United States have to be upgraded to a larger, non-entrapment drain cover. That was supposed to be done by December 19, 2008, but since every pool has to have this done, the manufacturers could not keep up with the legislation that had been enacted. Therefore, they were delayed in manufacturing the product. I am looking for authorization for Pool Works to do the work once the covers come in. That will satisfy the health department when they come out to inspect the pool. As long as we have a contract initiated, they will not close the pool. If we do not have a contract in place, they can shut the pools down until they are rectified. The cost is \$775 for the Swim Club, \$700 for Ashley Park and \$250 for the wading pool, compared to \$1,200 apiece for each pool from Spies. Unfortunately, there is no alternative to the rule.

Mr. Moyer stated we have several other communities that have this issue. The price Mr. Haskett obtained is a very good price.

Ms. Snyder asked is it the same quality?

Mr. Haskett stated yes.

Mr. Qualls asked is there a timeframe within the contract when the work will be done, or is it as materials become available?

Mr. Haskett stated it is as materials become available. They expected to start production of that drain cover in mid-January. It is a matter of having this on file for the health department.

On MOTION by Ms. Snyder, seconded by Mr. LeMenager, with all in favor, approval was given to execute the agreement with Pool Works to install the new drain grates, in the total amount of \$1,725.

Mr. Haskett stated I have a plan of tree pruning strategies throughout the life of the trees to distribute to everyone.

EIGHTH ORDER OF BUSINESS

Monthly Boat Report

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

Ms. Snyder stated I was at an auction recently and got a lot of fishing poles if you would like them.

Mr. Belieff stated that would be great. I can pick them up from you. I think doing anything with kids and fishing is a positive event. With boat orientations, we had about four this past month. They used to be on Saturday, but now I try to accommodate their schedule. It can take up to an hour and some people cannot do it on weekends. We are proposing that my days off be Tuesdays and Wednesdays.

Mr. Golgowski stated the lake is already closed on Tuesday, but that leaves two days uncovered at the lake unless there is a special request. He does 12-hour shifts on the weekends.

Mr. Belieff stated that prevents overtime hours.

Mr. Evans asked are you proposing to close the lake Tuesday and Wednesday to coincide with your days off?

Mr. Golgowski stated yes, for now. Until we get a backup person, that individual could cover Wednesdays.

Mr. Evans asked until such time you have the volume that justifies it?

Mr. Golgowski stated yes. We are trying to orient people more toward weekends.

Mr. Belieff stated a lot of people call me and I try to require 24-hour notice on reservations. Sometimes they call on the spur of the moment and I try to do what I can for them. Without any notice, it is hard for me to make plans with my schedule. I try to be around all the time on weekends. That is the heaviest activity.

Mr. Evans stated what I am hearing is that you want to establish a policy that the lake is closed Tuesday and Wednesday on a consistent basis for now until we have a demand

where we cannot handle it the rest of the week. That will also give Mr. Belieff some consistency in having his days off.

Mr. LeMenager stated when we say "closed," the boats are not available but someone can still fish from the dock.

Mr. Golgowski stated yes.

Mr. Belieff stated the lake is always closed on Tuesday for boating activities.

On MOTION by Mr. O'Keefe, seconded by Ms. Snyder, with all in favor, approval was given to close Buck Lake on Tuesday and Wednesday each week for boating activities.

Ms. Snyder stated two people called me about the boats and they said they had called a day in advance and you told them just to call an hour before they wanted to go out and they were put off about that.

Mr. Belieff asked did they call me back?

Ms. Snyder stated I do not know but they were really upset because they thought they were supposed to call a day in advance. The quote was to call back an hour before you want it.

Mr. Belieff stated I may already have had previous reservations on the boat.

Ms. Snyder stated I asked them that, and they said you did not indicate that. If that is true, then tell them that is the case.

Mr. Belieff stated if you have a reservation at 11:00 a.m., I want you to call at 10:00 a.m. to make sure the boat is back. If someone else has the boat, I need to make sure they are back to the dock and that the boat is charged. Sometimes I have people who do not come back when they are scheduled to return.

Ms. Snyder stated I understand that. Is the rule to please call the day before you want to take the boat?

Mr. Belieff stated it helps for me to plan my day.

Ms. Snyder stated I recommend calling as soon as you can when you want the boat, no matter what day it is. They were concerned that you did not take the reservation and you did not say the boat was already reserved but you wanted them to call back the next day. They also wondered if you could post the schedule.

Mr. Golgowski stated there was one incident that sounds like what you are talking about. Mr. Belieff was off on Wednesday and they wanted to take the boat out that day.

Ms. Snyder stated you can put me down as a backup in case something like that happens. Just so people do not get upset and you can tell me what to explain to them.

Ms. Burgess stated the Board did adopt rules that established a process for this, and we established that before we hired Mr. Belieff. We had discussions making those reservations online, which we are not able to do at this time, but we discussed calling the District Office to make those reservations. We can make sure we have a credit card number and can make sure they have been through the preliminary class for orientation. We were waiting for Mr. Belieff to come on staff and get accustomed to what he would be doing. That is the intent of what I understand the rules to do, to make those reservations through the District Office. I think that will alleviate a lot of people just calling him directly. They can call us 24 or 48 hours in advance. We can email or fax him a schedule for the next day. If they have already gone through the orientation and they are on the "approved" list and have a credit card number on hold, if the boat is available, then it is first-come, first-served as it is available. That is what we understood the process was going to be. We just have not started implementing that because Mr. Belieff is brand new.

Ms. Snyder asked can we start that process?

Ms. Burgess stated yes.

Ms. Snyder stated that sounds like they will handle all the administrative process.

Ms. Burgess stated Mr. Belieff is there when our office informs him that the boat is reserved.

Ms. Snyder asked does that work?

Mr. Golgowski stated that will probably work. There may be times when the boat is not repaired and is not available to anyone.

Mr. Belieff stated the majority of people who want to use the boats are just calling me at the last minute. That is why activity has been up this month.

Ms. Snyder asked do we need to have some sort of communication?

Ms. Burgess stated I am thinking we can take the next month to advertise the change in process, through an e-blast, on the website and any newsletter. We will inform the community that effective March 1, 2009, all reservations must be through the District Office. If they do call Mr. Belieff and they are not on your list, then you refer them to our office.

Ms. Snyder stated tell them that the District Office has the schedule.

Ms. Burgess stated we keep the schedule in our office and Mr. Belieff merely implements the schedule. You will have a list of people who have gone through the orientation. If the boat is available when they want to take a chance and just show up, that is at your discretion to add them in as the schedule permits. You will get a schedule from us every day for the following day.

Mr. Belieff stated that sounds good.

Mr. Evans stated that will be a whole lot easier.

Ms. Snyder stated then Mr. Belieff does not have to deal with administrative matters.

Mr. Belieff stated my main goal is to try to make everyone happy. I understand the nature of the complaints. It was my day off and someone wanted to use the boat at 11:00 a.m. I was going to let them use the boat and they did not show up so I ended up staying there until 1:30 p.m. When I left, they were down on the dock fishing and they could have easily asked me to use the boat. I told them I could not let them use the boat now but I will come back at 4:00 p.m. if they want to use it for the evening. It is not fair for me to have to leave and then come back on my day off. For the past five years, I have been trying to accommodate everyone, and the past two days were the first time I have been able to have two planned days off.

Ms. Snyder stated they now have the expectation that if they call, you will be here even if it is your day off.

Mr. Golgowski stated we need to have some publicity of the schedule and the process for reserving the boats.

Ms. Snyder stated you will need to stick to it.

Mr. Evans stated we can post a sign for boat reservations, call the District Office.

Mr. Belieff stated my job is to get people on the lake. I realize some people do not plan ahead more than five minutes. During the month I have been doing some repairs as noted on the highlight report.

NINTH ORDER OF BUSINESS

Supervisor Requests

Mr. LeMenager stated I think a couple meetings ago, I wonder if we were premature in talking about the potential for a garden club. I have been thinking about it and I am married to one of the garden club members. It seems to me for a lot of what we do, we are the department of parks and recreation. It seems to be a lot of what the CDD has become. If you think of urban areas, community gardens are frequently the purview of

the department of parks and recreation. I would like to make a clear statement that if we can get a proposal covering the costs from the people who are interested in a garden, they will have my support. There is an area by Buck Lake that will potentially become a YMCA but there is a large plot of land next to the drainage ditch that is platted separately that might be a nice location for the garden. I am not proposing that we do it, but I would like to invite those who had ideas on it to see if they can propose something to us at a future meeting. The issue is still open as far as I am concerned.

TENTH ORDER OF BUSINESS

Audience Comments

There being none, the next order of business followed.

TENTH ORDER OF BUSINESS

Adjournment

The meeting adjourned at 11:55 a.m.

Gary L. Moyer, Secretary

Robert D. Evans, Chairman

THIRD ORDER OF BUSINESS

3A



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March 18, 2009

Mr. Robert Evans, Chairman
Harmony Community Development District Board of Supervisors
610 Sycamore Street, Suite 130
Celebration, Florida 34747

Re: Harmony CDD Landscape Maintenance Bid Results

Dear Mr. Evans:

On March 9, 2009 bids were received and publicly opened at the District office for landscape and grounds maintenance services for the Harmony CDD. The bid process was completed in compliance with Chapter 190 of the Florida Statutes.

A total of sixteen (16) bids were received and opened. A summary of the bid results were printed and distributed to each of the bidders. A copy of this summary was previously forwarded to you from the District office.

Following review of the bid packages, we offer the following comments regarding the completeness of the submittals.

- I. The following bidders did not appear to understand the intent of the breakdowns requested on the proposal pricing forms. The year one pricing shown for the initial six months is the same or nearly the same as the year two.
 - PROScape
 - Landcare Specialist
 - Vila & Son

- II. The following bidder's submittal was incomplete due to one or more requested items, not being included in their submittal
 - Greer's Landscape and Lawn Maintenance
 - Servello & Son
 - Ameriscapes
 - Budd Group
 - REW Landscape

March 18, 2009

Page 2

II. The work plan and pricing does not comply with the specifications included in the RFP.

- Dobson's Wood & Water

III. The following bids are complete and meet the requirements of the RFP

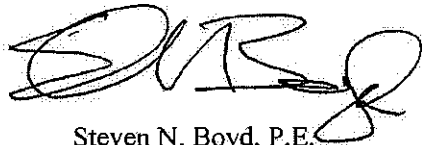
- OneSource Landscape
- Greater Outdoors
- Davey Tree
- Luke Brothers Landscape Services
- Cornerstone Solutions Group
- Florida Cut Landscape Services

In order to fully meet the intent of the bidding requirements of F.S. 190, a qualified bid submittal should meet the requirements specified in the RFP. In addition to price, other factors to be considered in your review should include:

- History on projects of a similar scope and scale.
- Quality of references
- Quality of past work performed
- Number of employees available for the project.
- Experience of designated staff.
- Financial soundness as apparent by available reserve capital
- Ability to provide pest control and irrigation services without outsourcing
- Experience with Maxicom irrigation control systems.

Because the bids listed under Paragraph III are the only bids that fully meet the requirements and intent of the RFP, we recommend that you evaluate these bids based on the above considerations.

Sincerely,



Steven N. Boyd, P.E.
District Engineer

FOURTH ORDER OF BUSINESS

4A

**Harmony
Community Development District**

Financial Statements

February 28, 2009

**HARMONY COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
FEBRUARY 28, 2009**

	GENERAL	2001 DEBT SERVICE	2004 DEBT SERVICE	2004 CAPITAL PROJECTS	TOTALS
ASSETS	\$	\$	\$	\$	\$
CASH	385,832	-	-	-	385,832
CASH ON HAND	500	-	-	-	500
ASSESSMENTS RECEIVABLE, NET	76,197	-	-	-	76,197
DUE FROM OTHER FUNDS	8,340	9,770	-	-	18,110
INVESTMENTS:					
CONSTRUCTION FUND	-	-	-	268,642	268,642
PREPAYMENT ACCOUNT	-	23,234	3,229	-	26,463
RESERVE FUND	-	1,442,006	861,350	-	2,303,356
REVENUE FUND	-	273,081	242,281	-	515,342
TOTAL ASSETS	<u>\$ 470,869</u>	<u>\$ 1,748,091</u>	<u>\$ 1,106,840</u>	<u>\$ 268,642</u>	<u>\$ 3,594,442</u>
LIABILITIES & FUND BALANCES					
LIABILITIES	\$	\$	\$	\$	\$
ACCOUNTS PAYABLE	61,769	-	-	-	61,769
ACCRUED EXPENSES	33,325	-	-	-	33,325
DUE TO OTHER FUNDS	-	-	-	18,110	18,110
DEPOSITS	500	-	-	-	500
TOTAL LIABILITIES	<u>95,594</u>	<u>-</u>	<u>-</u>	<u>18,110</u>	<u>113,704</u>
FUND BALANCES					
RESERVED FOR DEBT SERVICE	-	1,748,090	1,106,840	-	2,854,930
RESERVED FOR CAPITAL PROJECTS	-	-	-	250,531	250,531
UNRESERVED/UNDESIGNATED	375,276	-	-	-	375,276
TOTAL FUND BALANCES	<u>375,276</u>	<u>1,748,090</u>	<u>1,106,840</u>	<u>250,531</u>	<u>3,480,737</u>
TOTAL LIABILITIES & FUND BALANCES	<u>\$ 470,870</u>	<u>\$ 1,748,090</u>	<u>\$ 1,106,840</u>	<u>\$ 268,641</u>	<u>\$ 3,594,441</u>

HARMONY COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING FEBRUARY 28, 2009

	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	YTD BUDGET VS. ACTUAL VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$	\$
REVENUE				
INTEREST - INVESTMENTS	5,728	2,387	249	(2,138)
INTEREST - TAX COLLECTOR	-	-	47	47
SPECIAL ASSMNTS - ON ROLL	622,750	415,166	282,553	(132,613)
SPECIAL ASSMNTS - OFF ROLL	914,363	609,575	381,026	(228,549)
SPECIAL ASSMNTS - DISCOUNTS	(24,910)	(16,607)	(11,116)	5,491
OTHER MISCELLANEOUS REVENUES	-	-	1,050	1,050
TOTAL REVENUE	<u>1,517,930</u>	<u>1,010,522</u>	<u>653,809</u>	<u>(356,713)</u>
EXPENDITURES				
ADMINISTRATIVE				
P/R-BOARD OF SUPERVISORS	12,000	5,000	4,200	800
FICA TAXES	918	383	321	62
WORKERS' COMPENSATION	2,000	833	-	833
PROFSERV-ARBITRAGE REBATE	3,000	3,000	1,200	1,800
PROFSERV-DISSEMINATION AGENT	500	500	500	-
PROFSERV-ENGINEERING	26,000	10,833	293	10,540
PROFSERV-LEGAL SERVICES	20,000	8,333	11,178	(2,845)
PROFSERV-MGMT CONSULTING SERV	50,740	21,142	21,142	(0)
PROFSERV-SPECIAL ASSESSMENT	10,714	10,714	10,714	-
PROFSERV-TRUSTEE	10,000	10,000	10,748	(748)
AUDITING SERVICES	15,500	7,750	500	7,250
COMMUNICATION - TELEPHONE	250	104	62	42
POSTAGE AND FREIGHT	3,400	1,417	583	834
INSURANCE - GENERAL LIABILITY	23,000	23,000	18,484	4,516
PRINTING AND BINDING	7,000	2,917	3,341	(424)
LEGAL ADVERTISING	3,000	1,250	908	342
MISC-ASSESSMNT COLLECTION FEE	12,455	8,303	6,208	2,095
MISC-CONTINGENCY	1,000	417	25	392
OFFICE SUPPLIES	1,000	417	383	34
ANNUAL DISTRICT FILING FEE	175	175	175	-
CAPITAL OUTLAY	750	313	-	313
TOTAL ADMINISTRATIVE	<u>203,402</u>	<u>116,800</u>	<u>90,965</u>	<u>25,835</u>
OPERATIONS AND MAINTENANCE				
LANDSCAPE				
R&M-IRRIGATION	22,000	9,167	7,229	1,938
R&M-LAKE PHASE II	52,000	21,667	20,417	1,250
R&M-LANDSCAPE - LAKESHORE PARK	25,000	10,417	9,875	542
R&M-LANDSCAPE - TOWN SQUARE	30,800	12,750	12,145	605
R&M-LANDSCAPE - US 192 ENTR	63,000	26,250	26,075	175
R&M-SWIMMING POOL	13,300	5,542	5,092	450
R&M-TREES AND TRIMMING	15,000	6,250	14,000	(7,750)
R&M-LANDSCAPE PARC D-1 PARK	7,000	2,917	2,750	167
R&M-LANDSCAPE PARC C-2 PARK	6,000	2,500	2,475	25
R&M-LANDSCAPE PET PARK	21,000	8,750	8,765	(15)
R&M-LANDSCAPE HWY 192	30,000	12,500	12,500	-
R&M-LANDSCAPE PARCEL G PARK	14,400	6,000	6,000	-
R&M-LANDSCAPE POND AREAS	140,100	58,375	58,375	-
R&M-LANDSCAPE BUCK LAKE	6,000	2,500	1,650	850
R&M-LANDSCAPE PARC B PARK	6,500	2,708	2,600	108
R&M-LANDSCAPE PARC C PARK	6,000	2,500	2,375	125
R&M-PHASE I	80,000	33,333	31,660	1,673

HARMONY COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING FEBRUARY 28, 2009

	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	YTD BUDGET VS. ACTUAL VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$	\$
R&M-PHASE III	80,000	33,333	33,000	333
R&M-LANDSCAPE PARCEL D-2 & E	13,200	5,500	6,125	(625)
MISCELLANEOUS SERVICES	<u>10,000</u>	<u>4,167</u>	<u>7,540</u>	<u>(3,373)</u>
TOTAL LANDSCAPE	<u>641,100</u>	<u>267,125</u>	<u>270,648</u>	<u>(3,523)</u>
UTILITY				
ELECTRICITY - GENERAL	21,000	8,750	12,878	(4,128)
ELECTRICITY - STREETLIGHTING	371,000	154,583	155,623	(1,040)
UTILITY - WATER & SEWER	<u>120,000</u>	<u>50,000</u>	<u>34,028</u>	<u>15,972</u>
TOTAL UTILITY	<u>512,000</u>	<u>213,333</u>	<u>202,529</u>	<u>10,804</u>
OPERATION & MAINTENANCE				
PAYROLL-SALARIED	30,889	12,870	2,163	10,707
FICA TAXES	2,111	880	165	715
CONTRACTS-LAKE AND WETLAND	40,000	16,667	13,847	2,820
COMMUNICATION - TELEPHONE	2,700	1,125	1,062	63
R&M-COMMON AREA	12,000	5,000	2,606	2,394
R&M-EQUIPMENT	5,000	2,083	6,036	(3,953)
R&M-POOLS	25,000	10,417	13,330	(2,913)
R&M-LANDSCAPE LAKESHORE PARK	4,000	1,667	-	1,667
R&M-HARDSCAPE CLEANING	10,000	4,167	2,836	1,331
MISC-LICENSES & PERMITS	900	375	-	375
MISC-PARKS	3,600	1,500	815	685
MISC-CONTINGENCY	12,000	5,000	10,660	(5,680)
OP SUPPLIES-POOL AND FOUNTAIN	<u>7,500</u>	<u>3,125</u>	<u>3,723</u>	<u>(598)</u>
TOTAL OPERATIDN & MAINTENANCE	<u>155,700</u>	<u>64,875</u>	<u>57,263</u>	<u>7,612</u>
NDN-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>836,057</u>	<u>621,405</u>	<u>214,652</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(168,196)</u>	<u>174,464</u>	<u>32,404</u>	<u>(142,060)</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>124,464</u>	<u>32,404</u>	<u>(92,060)</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>\$ 506,370</u>	<u>\$ 375,276</u>	<u>\$ (131,094)</u>

HARMONY COMMUNITY DEVELOPMENT DISTRICT
2001 DEBT SERVICE FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING FEBRUARY 28, 2009

	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	YTD BUDGET VS. ACTUAL VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$	\$
REVENUE				
INTEREST - INVESTMENTS	25,000	10,417	5,138	(5,279)
SPECIAL ASSMNTS - ON ROLL	1,048,703	699,135	475,816	(223,319)
SPECIAL ASSMNTS - PREPAYMENT	-	-	21,155	21,155
SPECIAL ASSMNTS - DIRECT BILL	461,018	-	-	-
SPECIAL ASSMNTS - DISCOUNTS	<u>(43,015)</u>	<u>(28,677)</u>	<u>(18,719)</u>	<u>9,958</u>
TOTAL REVENUE	<u>1,491,706</u>	<u>680,875</u>	<u>483,390</u>	<u>(197,485)</u>
EXPENDITURES				
ADMINISTRATIVE				
MISC-ASSESSMNT COLLECTION FEE	<u>21,508</u>	<u>14,338</u>	<u>9,142</u>	<u>5,196</u>
TOTAL ADMINISTRATIVE	<u>21,508</u>	<u>14,338</u>	<u>9,142</u>	<u>5,196</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>601,407</u>	<u>592,405</u>	<u>9,002</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>26,061</u>	<u>79,468</u>	<u>(109,015)</u>	<u>(188,483)</u>
NET CHANGE IN FUND BALANCES	<u>26,061</u>	<u>79,468</u>	<u>(109,015)</u>	<u>(188,483)</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>\$ 1,805,175</u>	<u>\$ 1,748,090</u>	<u>\$ (57,085)</u>

HARMONY COMMUNITY DEVELOPMENT DISTRICT
2004 DEBT SERVICE FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING FEBRUARY 28, 2009

	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	YTD BUDGET VS. ACTUAL VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$	\$
REVENUE				
INTEREST - INVESTMENTS	20,000	8,335	3,305	(5,030)
SPECIAL ASSMNTS - OFF ROLL	<u>1,205,596</u>	<u>803,730</u>	<u>-</u>	<u>(803,730)</u>
TOTAL REVENUE	<u>1,225,596</u>	<u>812,065</u>	<u>3,305</u>	<u>(808,760)</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>298,053</u>	<u>(510,708)</u>	<u>(808,761)</u>
NET CHANGE IN FUND BALANCES	<u>2,571</u>	<u>298,053</u>	<u>(510,708)</u>	<u>(808,761)</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>\$ 1,759,375</u>	<u>\$ 1,106,839</u>	<u>\$ (652,536)</u>

HARMONY COMMUNITY DEVELOPMENT DISTRICT
2004 CAPITAL PROJECTS FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING FEBRUARY 28, 2009

	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	YTD BUDGET VS. ACTUAL VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$	\$
REVENUE				
INTEREST - INVESTMENTS	-	-	907	907
TOTAL REVENUE	-	-	907	907
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	-	-	(3,598)	(3,598)
NET CHANGE IN FUND BALANCES	-	-	(3,598)	(3,598)
FUND BALANCE, OCTOBER 1	-	-	254,129	254,129
FUND BALANCE, ENDING	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 250,531</u>	<u>\$ 250,531</u>

**Harmony
Community Development District**

Notes to the Financial Statements
February 28, 2009

GENERAL FUND - BALANCE SHEET

ASSETS

CASH AND INVESTMENTS	See Cash and Investment Report for details		
ASSESSMENTS RECEIVABLE, NET	Accrued Birchwood Developer monthly assessment for March 2009	\$	76,197
DUE FROM OTHER FUNDS	Due from Capital Project Series 2001 from March 2005	\$	18,110
	Assessment Collection- Transfer to Debt Service In March 2009		(9,770)
	Total	\$	<u>8,340</u>

LIABILITIES

ACCOUNTS PAYABLE	REW Landscape for March 2009	\$	37,387
	Greer's Landscape for March 2009		11,875
	Kissimmee Utility Authority for March 2009		5,459
	Severent Trent Management Services for March 2009		4,974
	Various invoices for March 2009		<u>2,074</u>
	Total	\$	<u>61,769</u>
 ACCRUED EXPENSES	 City of St. Cloud - General Electricity for February 2009		 2,200
	City of St. Cloud - Streetlighting Electricity for February 2009		<u>31,125</u>
	Total	\$	<u>33,325</u>

GENERAL FUND - REVENUES AND EXPENDITURES

REVENUES

INTEREST- INVESTMENTS	Interest Income as of February 2009
INTEREST - TAX COLLECTOR	Interest on Assessments collected as of February 2009
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.
OTHER MISCELLANEOUS REVENUES	Donation- Doreen Bardell Memorial \$1050

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 January 2009
PROFSERV-TRUSTEE	US Bank annual fee for Series 2001
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 200 for Worker's Comp Policy
PRINTING AND BINDING	Printing of agendas for board meetings.
MISC-ASSESSMNT COLLECTION FEE	Commission on Collected Assessments and Tax-roll Preparation fee of \$779

**Harmony
Community Development District**

Notes to the Financial Statements
February 28, 2009

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-TREES AND TRIMMING	A Cut Above Tree and Landscape- One time tree work \$14,000
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
	REW Landscape- Installation of Live Oak \$400
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 average monthly fee \$330
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
	REW Landscape- Installation of Holly, mulch \$625
MISCELLANEOUS SERVICES	REW Landscape- Playground mulching \$7,540

UTILITY

ELECTRICITY - GENERAL	City of St. Cloud average monthly fee \$2,570 for services paid through February 2009
ELECTRICITY - STREETLIGHTING	City of St. Cloud average monthly fee \$31,125 for services paid through February 2009
UTILITY - WATER & SEWER	KUA average monthly fee \$6,800 for services paid through February 2009

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 5,7,8,10,12,13,15,17,18,19,21,24,25,27,28-34 The \$2,388 monthly billing covers 30 Ponds 1-8,10-31.
COMMUNICATION - TELEPHONE	AT&T and Embarq monthly fee paid through February 2009
R&M-EQUIPMENT	Advance Marine and NAPA Auto Parts Miscellaneous marine and boat supplies for \$6,036.
R&M-POOLS	Jan Pro and Robert's Pool Service monthly fee \$1,880 Chapco Fence- Fence Installation \$2,440 Various invoices for pest control and pool supplies \$1,490
R&M-HARDSCAPE CLEANING	Ledesma Innovations Inc. - Pressure washing post and rail,\$2,836
MISC-PARKS	REW Landscape- Litter bags \$440 All Florida Septic- Repair pipe in lift station \$375
MISC-CONTINGENCY	Shade System for Swim Club \$ 5,487 Chapco Fence- Fence repair Dog/Water Park 3,355 GMS Home Repair- Installation 1,045 REW Landscape- Litter bags 793
	<u>\$ 10,680</u>

OP SUPPLIES-POOL AND FOUNTAIN Spies Pool LLC average monthly fee \$ 745 for pool chemicals and bleach.

**Harmony
Community Development District**

**Notes to the Financial Statements
February 28, 2009**

SERIES 2001 DEBT SERVICE FUND - BALANCE SHEET

ASSETS

CASH AND INVESTMENTS	See Cash and Investment Report for details		
DUE FROM OTHER FUNDS	Assessment Collection- Transfer from General Fund In March 2009	\$	9,770

SERIES 2001 DEBT SERVICE FUND - REVENUES AND EXPENDITURES

REVENUES

INTEREST- INVESTMENTS	Interest Income as of January 2009
SPECIAL ASSMNTS - ON ROLL	See Assessment Collection Schedule for details.
SPECIAL ASSMNTS - PREPAYMENT	Prepaid by Vista Title Company
SPECIAL ASSMNTS - DIRECT BILL	No payment received as of February 2009
SPECIAL ASSMNTS - DISCOUNTS	Early payment discount on collected assessments

EXPENDITURES

ADMINISTRATIVE

MISC-ASSESSMNT COLLECTION FEE	Commission on Collected Assessments
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DEBT SERVICE

INTEREST EXPENSE	Due to previous years principal prepayment interest is lowered than budgeted.
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SERIES 2004 DEBT SERVICE FUND - BALANCE SHEET

ASSETS

CASH AND INVESTMENTS	See Cash and Investment Report for details
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SERIES 2004 DEBT SERVICE FUND - REVENUES AND EXPENDITURES

REVENUES

INTEREST- INVESTMENTS	Interest Income as of January 2009
SPECIAL ASSMNTS - OFF ROLL	No payment received as of February 2009

SERIES 2004 CAPITAL PROJECTS FUND - BALANCE SHEET

ASSETS

CASH AND INVESTMENTS	See Cash and Investment Report for details
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LIABILITIES

DUE TO OTHER FUNDS	Due to General Fund	\$	18,110
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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
01/14/09	26,157	826	534	27,517	10,252	17,265
02/14/09	15,572	434	318	16,323	6,082	10,241
TOTAL	\$ 713,963	\$ 29,836	\$ 14,571	\$ 758,369	\$ 282,553	\$ 475,816
% COLLECTED				45.37%	45.37%	45.37%
TOTAL OUTSTANDING				\$ 913,083	\$ 340,197	\$ 572,887

**Harmony
Community Development District**

**Cash and Investment Report
February 28, 2009**

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>
GENERAL FUND			
Checking Account- Operating	Centerstate Bank	0.00%	\$ 385,832
Cash On Hand			\$ 500
		Subtotal	<u>\$ 386,332</u>
DEBT SERVICE AND CAPITAL PROJECT FUNDS			
Series 2001 Prepayment Fund	US Bank	0.28%	23,234
Series 2001 Reserve Fund	US Bank	0.28%	1,442,006
Series 2001 Revenue Fund	US Bank	0.28%	273,081
Series 2004 Prepayment Fund	US Bank	0.28%	3,229
Series 2004 Reserve Fund	US Bank	0.28%	861,350
Series 2004 Revenue Fund	US Bank	0.28%	242,261
Series 2004 Contruction Fund	US Bank	0.28%	268,642
		Subtotal	<u>\$ 3,113,802 (1)</u>
		Total	<u><u>\$ 3,500,134</u></u>

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

4B

Harmony CDD

March 17, 2009

Invoice Approval #106

<u>ITEM NO.</u>	<u>PAYEE</u>	<u>A=Approval R=Ratification</u>	<u>General Fund</u>
	<u>A Cut Above Tree</u>		
#2053		R	\$14,000.00
	<u>Advanced Marine</u>		
#36304		R	\$78.63
#36334		R	\$50.00
#37232		R	\$1,433.83
#37233		R	\$92.23
	<u>A-1 Pest Control</u>		
#020509		R	\$75.00
	<u>All Florida Septic</u>		
#3079		R	\$375.00
	<u>Aquatic Systems Inc.</u>		
#0000113371		R	\$2,388.00
#00000113389		R	\$395.00
	<u>AT & T</u>		
#99377858X12262008		R	\$61.36
	<u>Chapco Fence LLC.</u>		
#1141		R	\$3,355.00
	<u>City of St Cloud</u>		
#021209 1/8-2/9		R	\$34,360.21
	<u>Digital Assurance</u>		
#14655		R	\$500.00
	<u>Embarq</u>		
#4075911308 1/25-2/4		R	\$42.80
#4074983185 2/7-3/6		R	\$48.69
	<u>FedEx</u>		
Inv#9-074-96899		R	\$85.68
Inv#9-083-03243		R	\$18.17
	<u>Gary's Lock & Safe</u>		
#44284		R	\$112.50

Greer's Landscape

Inv#1*2809	R	\$11,675.00
Inv#1*2409	R	\$200.00
Inv#12*2408	R	\$200.00

Home Depot

#6052112	R	\$134.69
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Jan-Pro Cleaning

#9818	R	\$735.39
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John Deere

#23558395	R	\$269.00
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Kissimmee Utility Authority

Billing Period 12/18-1/21	R	\$6,300.26
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NAPA Auto Parts

#010509	R	\$27.47
#44915	R	\$27.55
#44476	R	\$78.11

Orlando Sentinel

#579895001	R	\$43.80
#584611001	R	\$70.20

REW Landscape Corp

#705891	R	\$400.00
#705892	R	\$625.00
#705893	R	\$7,540.00
#705899	R	\$828.72
#705900	R	\$861.18
#705901	R	\$458.18
#705902	R	\$455.65
#705905	R	\$533.33
#705906	R	\$2,500.00
#705907	R	\$18,109.00
#705908	R	\$520.00
#705909	R	\$495.00
#705910	R	\$550.00
#705911	R	\$6,600.00
#705912	R	\$475.00
#705913	R	\$1,100.00
#705914	R	\$1,200.00
#705915	R	\$4,083.33
#705756	R	\$124.20

#705598	R	\$499.30
#705588	R	\$91.19
#705601	R	\$391.96
#705599	R	\$186.40
#705600	R	\$159.67
#705602	R	\$78.70
#705603	R	\$86.85
#705604	R	\$372.39
#705890	R	\$793.40
#705755	R	\$46.45
#705758	R	\$47.55
#705961	R	\$495.05
#705962	R	\$107.49
#705963	R	\$89.68
#705964	R	\$53.93
#705967	R	\$88.59
#705968	R	\$292.65
 <u>Roberts Pools</u>		
#021509	R	\$1,180.00
 <u>Severn Trent Services</u>		
#2039860 Jan Mgt Fees	R	\$5,343.16
#2040287 Feb Mgt Fees	R	\$4,974.08
 <u>Spies</u>		
#194658	R	\$505.25
#194659	R	\$92.00
#194858	R	\$154.95
#194859	R	\$30.00
#194407	R	\$168.90
#195334	R	\$69.90
#195296	R	\$74.95
 <u>US Bank</u>		
#2296939 Trustee Fees	R	\$4,687.13
 <u>Walker Technical Services</u>		
#574	R	\$250.00
 <u>Young Van Assenderp</u>		
#7820	R	\$4,608.37
	Total	\$150,712.10

Harmony CDD

March 17, 2009

Invoice Approval #107

<u>ITEM NO.</u>	<u>PAYEE</u>	<u>A=Approval</u> <u>R= Ratification</u>	<u>General Fund</u>
	<u>A Cut Above Tree</u> Proposal 2/4/09	A	\$3,000.00
	<u>A-1 Pest Control</u> #030509	A	\$75.00
	<u>Aquatic Systems Inc.</u> #0000115748	A	\$395.00
	#0000115730	A	\$2,388.00
	<u>AT & T</u> #99377858X12262009	R	\$61.36
	<u>City of St Cloud</u> Billing Period 2/9-3/10	R	\$34,239.48
	<u>Cunninghams</u> #118231l	A	\$100.42
	<u>Embarq</u> #4078911308 2/25-3/24	R	\$42.80
	#4074983185 3/7-4/6	R	\$48.69
	<u>Grau & Associates</u> #4297	A	\$4,500.00
	<u>Greer's Landscape</u> Inv#2*2409	A	\$200.00
	Inv#2*2809	A	\$11,675.00
	<u>Home Depot</u> #030509-08018	R	\$211.09
	<u>Jan-Pro Cleaning</u> #10057	A	\$735.39
	<u>Kissimmee Utility Authority</u> Billing Period 1/21-2/17	R	\$5,459.16

NAPA Auto Parts

#450440	A	\$28.64
#450757	A	\$140.57
#451009	A	(\$20.50)

Osceola County Health Dept

#030509	R	\$35.00
#030309	R	\$35.00
#030309A	R	\$35.00

Poolworks

#77445	R	\$1,650.00
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REW Landscape Corp

#705971	A	\$533.33
#705972	A	\$2,500.00
#705973	A	\$18,109.00
#705974	A	\$520.00
#705975	A	\$495.00
#705976	A	\$550.00
#705977	A	\$6,600.00
#705978	A	\$475.00
#705979	A	\$1,100.00
#705980	A	\$1,200.00
#705981	A	\$4,083.33

Spies

#195870	A	\$519.85
#195740	A	\$185.00

Walker Technical Services

#585	R	\$250.00
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Young Van Assenderp

#7948	A	\$531.25
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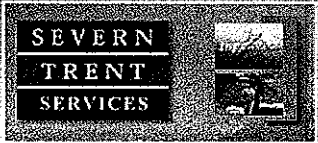
TOTAL		\$102,686.86
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**Harmony
Community Development District**

Check Register
January 1 - February 28, 2009

HARMONY COMMUNITY DEVELOPMENT DISTRICT
Check Register By Fund
For The Period from 1/01/09 to 2/28/09

Fund No.	Check No.	Posting Date	Vendor Name	Vendor Inv. No.	Posting Description	G/L Description	G/L / Org	Check Amount
001	51385	1/6/2009	AT & T	993377858X12262008	#993377858 11/19-12/18	Communication - Telephone	541003 - 53910	70.02
001	51386	1/6/2009	EMBARQ	122508-11308	#4078911308 12/25-1/24	Communication - Telephone	541003 - 51301	42.93
001	51387	1/6/2009	FEDEX	9-025-41742	#2506-5623-8	Postage and Freight	541006 - 51301	119.61
001	51388	1/6/2009	KISSIMMEE UTILITY AUTHORITY	122908	BILLING PERIOD 11/18-12/18	Utility - Water & Sewer	543021 - 53903	9,679.84
001	51389	1/12/2009	FEDEX	9-034-13005	#2506-5623-8	Postage and Freight	541006 - 51301	10.36
001	51390	1/12/2009	TPOST	010608	REIMBURSEMENT FEDEX	Postage and Freight	541006 - 51301	8.13
001	51391	1/16/2009	CITY OF ST CLOUD	011209	BILLING PERIOD 12/8-1/8	Electricity - Streetlighting	543013 - 53903	31,124.62
001	51391	1/16/2009	CITY OF ST CLOUD	011209	BILLING PERIOD 12/8-1/8	Electricity - General	543006 - 53903	2,624.89
001	51392	1/16/2009	EMBARQ	010709	#4074983185 1/7-2/6	Communication - Telephone	541003 - 53910	48.69
001	51393	1/16/2009	HOME DEPOT CREDIT SERVICES	1016791	HARDWARE	R&M-Common Area	546016 - 53901	15.94
001	51394	1/23/2009	CHAPCO FENCE LLC	1141	FENCE REPAIRS/DOG PARKS & WATER PARK	Misc-Contingency	549900 - 53910	3,355.00
001	51396	1/29/2009	WALKER TECHNICAL SERVICES	562	MONITORING OF MAXI-COM SYSTEM-JAN	R&M-Irrigation	546041 - 53902	250.00
001	51397	1/29/2009	ADVANCED MARINE SERVICES	35456	BOAT SUPPLIES/BATTERY	R&M-Equipment	546022 - 53910	491.60
001	51397	1/29/2009	ADVANCED MARINE SERVICES	35844	30 AMP FUSES	R&M-Equipment	546022 - 53910	3.75
001	51397	1/29/2009	ADVANCED MARINE SERVICES	35842	BOAT SUPPLIES/BILGE PUMP	R&M-Equipment	546022 - 53910	40.51
001	51397	1/29/2009	ADVANCED MARINE SERVICES	35751	DIAGNOSE /REPAIR TO BOAT BATTERY	R&M-Equipment	546022 - 53910	86.70
001	51398	1/29/2009	AQUATIC SYSTEMS, INC	0000111010	MTHLY LAKE & LAKELAND-JAN	Contracts-Lake and Wetland	534021 - 53910	378.00
001	51398	1/29/2009	AQUATIC SYSTEMS, INC	0000110992	MTHLY LAKE & WETLAND	Contracts-Lake and Wetland	534021 - 53910	2,388.00
001	51399	1/29/2009	A-1 HOME INSPECTION SVC	010609	PEST CONTROL-JAN	R&M-Pools	546074 - 53910	75.00
001	51400	1/29/2009	FOLSOM SERVICES INC	0000025388	ELECTRICAL WORK	R&M-Common Area	546016 - 53910	524.22
001	51401	1/29/2009	GMS HOME REPAIR & CONSTRUCTION	213	INSTALLATION	Misc-Contingency	549900 - 53910	1,045.00
001	51402	1/29/2009	GOLDEN EAGLE ENGRAVING	16881	GRANITE PLAQUE	R&M-Common Area	546016 - 53910	60.00
001	51403	1/29/2009	GRAU & ASSOCIATES	3895	INITIAL BILLING-AUDIT FY 2008	Auditing Services	532002 - 51301	500.00
001	51404	1/29/2009	GREER'S LANDSCAPE & LAWN	12*2808	POND MOWING-DECEMBER	R&M-Landscape Pond Areas	546309 - 53902	11,675.00
001	51405	1/29/2009	HARMONY DEVELOPMENT CO, LLC	12009	MINTENANCE-NOV	Misc-Parks	549071 - 53910	135.00
001	51405	1/29/2009	HARMONY DEVELOPMENT CO, LLC	12009	MINTENANCE-NOV	R&M-Pools	546074 - 53910	115.00
001	51405	1/29/2009	HARMONY DEVELOPMENT CO, LLC	12009	MINTENANCE-NOV	Op Supplies - General	552001 - 53910	305.25
001	51405	1/29/2009	HARMONY DEVELOPMENT CO, LLC	12009	MINTENANCE-NOV	R&M-Pools	546074 - 53910	80.00
001	51406	1/29/2009	JAN-PRO OF ORLANDO	9591	JANITORIAL SVCS-JAN 2009	R&M-Pools	546074 - 53910	735.39
001	51407	1/29/2009	NAPA AUTO PARTS	443124	BATTERY STRAP	R&M-Equipment	546022 - 53910	11.44
001	51407	1/29/2009	NAPA AUTO PARTS	440589	BOAT PARTS	R&M-Equipment	546022 - 53910	7.69
001	51407	1/29/2009	NAPA AUTO PARTS	441647	BOAT SUPPLIES	R&M-Equipment	546022 - 53910	429.22
001	51407	1/29/2009	NAPA AUTO PARTS	442151	BOAT SUPPLIES	R&M-Equipment	546022 - 53910	55.13
001	51408	1/29/2009	PREFERRED GOVERNMENTAL	COM#22026-4-01/2009	#WCF1049401008-03 2ND INSTALLMENT	Insurance - General Liability	545002 - 51301	450.00
001	51410	1/29/2009	REW LANDSCAPE CORP.	705828	IRRIGATION REPAIRS	R&M-Irrigation	546041 - 53902	209.00
001	51410	1/29/2009	REW LANDSCAPE CORP.	705835	IRRIGATION REPAIRS	R&M-Irrigation	546041 - 53902	184.80
001	51410	1/29/2009	REW LANDSCAPE CORP.	705841	MAINT-ASHLEY PK DEC	R&M-Swimming Pool	546096 - 53902	533.33
001	51410	1/29/2009	REW LANDSCAPE CORP.	705844	MAINT-NBD B DEC	R&M-Landscape Parc B Park	546314 - 53902	520.00
001	51410	1/29/2009	REW LANDSCAPE CORP.	705845	MAINT-NBD C2 DEC	R&M-Fountain	546032 - 53902	495.00
001	51410	1/29/2009	REW LANDSCAPE CORP.	705846	MAINT-NBD D1 DEC	R&M-Landscape Parc D-1 Park	546301 - 53902	550.00
001	51410	1/29/2009	REW LANDSCAPE CORP.	705847	MAINT-LONG PARK EAST DEC	R&M-Phase III	546320 - 53902	6,600.00
001	51410	1/29/2009	REW LANDSCAPE CORP.	705848	MAINT-NBD C1	R&M-Landscape Parc C Park	546315 - 53902	475.00
001	51410	1/29/2009	REW LANDSCAPE CORP.	705849	MAINT-D2 & E DEC	R&M-Landscape Parcel D-2 & E	546330 - 53902	1,100.00
001	51410	1/29/2009	REW LANDSCAPE CORP.	705850	MAINT-NBD G DEC	R&M-Landscape Parcel G Park	546307 - 53902	1,200.00
001	51410	1/29/2009	REW LANDSCAPE CORP.	705851	MAINT-2NDARY ENTRANCE DEC	R&M-Lake Phase II	546045 - 53902	4,083.33
001	51410	1/29/2009	REW LANDSCAPE CORP.	705843	MAINT-DEC 2008	R&M-Landscape - US 192 Entr	546048 - 53902	5,015.00
001	51410	1/29/2009	REW LANDSCAPE CORP.	705843	MAINT-DEC 2008	R&M-Phase I	546318 - 53902	6,322.00
001	51410	1/29/2009	REW LANDSCAPE CORP.	705843	MAINT-DEC 2008	R&M-Landscape - Town Square	546047 - 53902	2,429.00
001	51410	1/29/2009	REW LANDSCAPE CORP.	705843	MAINT-DEC 2008	R&M-Landscape Pet Park	546304 - 53902	1,673.00
001	51410	1/29/2009	REW LANDSCAPE CORP.	705843	MAINT-DEC 2008	R&M-Landscape - US 192 Entr	546048 - 53902	200.00
001	51410	1/29/2009	REW LANDSCAPE CORP.	705843	MAINT-DEC 2008	R&M-Swimming Pool	546096 - 53902	485.00
001	51410	1/29/2009	REW LANDSCAPE CORP.	705843	MAINT-DEC 2008	R&M-Landscape - Lakeshore Park	546046 - 53902	1,975.00
001	51410	1/29/2009	REW LANDSCAPE CORP.	705842	MAINT-192 DEC	R&M-Landscape Hwy 192	546305 - 53902	2,500.00
001	51411	1/29/2009	ROBERTS POOL SERVICE & REPAIR	121508	POOL MAINT-DEC 2008	R&M-Pools	546074 - 53910	1,475.00



Municipal Management Division

Treasury Services Department

HARMONY COMMUNITY DEVELOPMENT DISTRICT

Check Register By Fund

For The Period from 1/01/09 to 2/28/09

Fund No.	Check No.	Posting Date	Vendor Name	Vendor Inv. No.	Posting Description	G/L Description	G/L / Org	Check Amount
001	51411	1/29/2009	ROBERTS POOL SERVICE & REPAIR	011509	POOL MAINT-JAN	R&M-Pools	546074 - 53910	1,180.00
001	51412	1/29/2009	SEVERN TRENT ENVIRONMENTAL SER	2039408	ASSESSMENT ROLLS	ProfServ-Special Assessment	531038 - 51301	10,714.00
001	51413	1/29/2009	SPIES POOL LLC	193506	PUMP REPAIR	Op Supplies-Pool and Fountain	552008 - 53910	939.95
001	51413	1/29/2009	SPIES POOL LLC	1855991	POOL SUPPLIES	Op Supplies-Pool and Fountain	552008 - 53910	368.20
001	51414	1/29/2009	YOUNG VAN ASSENDERP, P.A.	7629	LEGAL FEES-NOV 2008	ProfServ-Legal Services	531023 - 51401	2,236.38
001	51414	1/29/2009	YOUNG VAN ASSENDERP, P.A.	7699	LEGAL FEES-GEN COUNSEL DEC	ProfServ-Legal Services	531023 - 51401	1,479.94
001	51415	1/29/2009	SEVERN TRENT ENVIRONMENTAL SER	2039407	MGT FEES-DEC 2008	ProfServ-Mgmt Consulting Serv	531027 - 51201	4,228.33
001	51415	1/29/2009	SEVERN TRENT ENVIRONMENTAL SER	2039407	MGT FEES-DEC 2008	Postage and Freight	541006 - 51301	17.71
001	51415	1/29/2009	SEVERN TRENT ENVIRONMENTAL SER	2039407	MGT FEES-DEC 2008	Printing and Binding	547001 - 51301	913.40
001	51415	1/29/2009	SEVERN TRENT ENVIRONMENTAL SER	2039407	MGT FEES-DEC 2008	Office Supplies	551002 - 51301	77.50
001	51415	1/29/2009	SEVERN TRENT ENVIRONMENTAL SER	2039407	MGT FEES-DEC 2008	Communication - Telephone	541003 - 51301	1.54
001	51416	2/2/2009	SEVERN TRENT ENVIRONMENTAL SER	2039860	MGT FEES-JAN	ProfServ-Mgmt Consulting Serv	531027 - 51201	4,228.33
001	51416	2/2/2009	SEVERN TRENT ENVIRONMENTAL SER	2039860	MGT FEES-JAN	Postage and Freight	541006 - 51301	29.36
001	51416	2/2/2009	SEVERN TRENT ENVIRONMENTAL SER	2039860	MGT FEES-JAN	Printing and Binding	547001 - 51301	1,006.60
001	51416	2/2/2009	SEVERN TRENT ENVIRONMENTAL SER	2039860	MGT FEES-JAN	Office Supplies	551002 - 51301	73.50
001	51416	2/2/2009	SEVERN TRENT ENVIRONMENTAL SER	2039860	MGT FEES-JAN	Communication - Telephone	541003 - 51301	2.77
001	51416	2/2/2009	SEVERN TRENT ENVIRONMENTAL SER	2039860	MGT FEES-JAN	Communication - Telephone	541003 - 51301	2.60
001	51417	2/2/2009	WALKER TECHNICAL SERVICES	574	MAXI-COM SYSTEM FEB	R&M-Irrigation	546041 - 53902	250.00
001	51418	2/2/2009	AT & T	993377858XD1262009	#993377858 12/19-1/18	Communication - Telephone	541003 - 53910	61.36
001	51419	2/2/2009	JAN-PRO OF ORLANDO	9818	JANITORIAL SVCS-FEB 2009	R&M-Pools	546074 - 53910	735.39
001	51420	2/2/2009	JOHN DEERE LANDSCAPES	23558395	TECH SVC & PARTS WEATHER STATION	R&M-Irrigation	546041 - 53902	269.00
001	51421	2/2/2009	ORLANDO SENTINEL	579895001	LEGAL AD-MTG 1/29	Legal Advertising	548002 - 51301	43.80
001	51422	2/2/2009	REW LANDSCAPE CORP.	705891	INSTALLATION OF LIVE OAK-DOG PARK	R&M-Landscape Pet Park	546304 - 53902	400.00
001	51422	2/2/2009	REW LANDSCAPE CORP.	705892	INSTALLATION OF HOLLY/MULCH D2	R&M-Landscape Parcel D-2 & E	546330 - 53902	625.00
001	51422	2/2/2009	REW LANDSCAPE CORP.	705893	PLAYGROUND MULCHING	Miscellaneous Services	549001 - 53902	7,540.00
001	51422	2/2/2009	REW LANDSCAPE CORP.	705899	IRRIGATION REPAIRS	R&M-Irrigation	546041 - 53902	828.72
001	51422	2/2/2009	REW LANDSCAPE CORP.	705900	IRRIGATION REPAIRS	R&M-Irrigation	546041 - 53902	861.18
001	51422	2/2/2009	REW LANDSCAPE CORP.	705901	DUMPSTER PULLS	R&M-Common Area	546016 - 53910	458.18
001	51422	2/2/2009	REW LANDSCAPE CORP.	705902	DUMPSTER PULLS COMMON AREAS	R&M-Common Area	546016 - 53910	455.65
001	51427	2/9/2009	AQUATIC SYSTEMS, INC	0000113371	MTHLY LAKE & WETLAND SVCS-FEB	Contracts-Lake and Wetland	534021 - 53910	2,388.00
001	51427	2/9/2009	AQUATIC SYSTEMS, INC	0000113389	MTHLY LAKE & WETLAND SVCS-FEB	Contracts-Lake and Wetland	534021 - 53910	395.00
001	51428	2/9/2009	DIGITAL ASSURANCE	14655	DISSEMINATION FEES	ProfServ-Dissemination Agent	531012 - 51301	500.00
001	51429	2/9/2009	EMBARQ	012509-11308	#4078911308 1/25-2/24	Communication - Telephone	541003 - 53910	42.80
001	51430	2/9/2009	GARYS LOCK & SAFE INC.	44284	25 DUPLICATE KEYS	R&M-Pools	546074 - 53901	112.50
001	51431	2/9/2009	KISSIMMEE UTILITY AUTHORITY	012809	BILLING PERIOD 12/18-1/21	Utility - Water & Sewer	543021 - 53903	6,127.30
001	51432	2/9/2009	NAPA AUTO PARTS	010509	BATTERY CABLES	R&M-Equipment	546022 - 53910	27.47
001	51432	2/9/2009	NAPA AUTO PARTS	44915	BOATING SUPPLIES	R&M-Equipment	546022 - 53910	27.55
001	51432	2/9/2009	NAPA AUTO PARTS	44476	BATTERY & SUPPLIES	R&M-Equipment	546022 - 53910	78.11
001	51433	2/9/2009	ORLANDO SENTINEL	584611001	LEAGL AD-NOTICE OF SOLICITATION	Legal Advertising	548002 - 51301	70.20
001	51435	2/9/2009	REW LANDSCAPE CORP.	705914	MAINT-NBD G JAN	R&M-Landscape Parcel G Park	546307 - 53902	1,200.00
001	51435	2/9/2009	REW LANDSCAPE CORP.	705915	MAINT-SECONDARY ENTR-JAN	R&M-Lake Phase II	546045 - 53902	4,083.33
001	51435	2/9/2009	REW LANDSCAPE CORP.	705913	MAINT-D2 & E	R&M-Landscape Parcel D-2 & E	546330 - 53902	1,100.00
001	51435	2/9/2009	REW LANDSCAPE CORP.	705912	MAINT-NBD C1 JAN	R&M-Landscape Parc C Park	546315 - 53902	475.00
001	51435	2/9/2009	REW LANDSCAPE CORP.	705911	MAINT-LONG PK EAST JAN	R&M-Phase III	546320 - 53902	6,600.00
001	51435	2/9/2009	REW LANDSCAPE CORP.	705910	MAINT-NBD D1 JAN	R&M-Landscape Parc D-1 Park	546301 - 53902	550.00
001	51435	2/9/2009	REW LANDSCAPE CORP.	705909	MAINT-NBD C2 JAN	R&M-Landscape Parc C-2 Park	546302 - 53902	495.00
001	51435	2/9/2009	REW LANDSCAPE CORP.	705907	MAINT-LANDSCAPE-JAN	R&M-Landscape - US 192 Entr	546048 - 53902	5,015.00
001	51435	2/9/2009	REW LANDSCAPE CORP.	705907	MAINT-LANDSCAPE-JAN	R&M-Phase I	546318 - 53902	6,332.00
001	51435	2/9/2009	REW LANDSCAPE CORP.	705907	MAINT-LANDSCAPE-JAN	R&M-Landscape - Town Square	546047 - 53902	2,429.00
001	51435	2/9/2009	REW LANDSCAPE CORP.	705907	MAINT-LANDSCAPE-JAN	R&M-Landscape Pet Park	546304 - 53902	1,673.00
001	51435	2/9/2009	REW LANDSCAPE CORP.	705907	MAINT-LANDSCAPE-JAN	R&M-Landscape - US 192 Entr	546048 - 53902	200.00
001	51435	2/9/2009	REW LANDSCAPE CORP.	705907	MAINT-LANDSCAPE-JAN	R&M-Swimming Pool	546096 - 53902	485.00
001	51435	2/9/2009	REW LANDSCAPE CORP.	705907	MAINT-LANDSCAPE-JAN	R&M-Landscape - Lakeshore Park	546046 - 53902	1,975.00
001	51435	2/9/2009	REW LANDSCAPE CORP.	705908	MAINT-NBD B JAN	R&M-Landscape Parc B Park	546314 - 53902	520.00
001	51435	2/9/2009	REW LANDSCAPE CORP.	705906	MAINT-192 JAN	R&M-Landscape Hwy 192	546305 - 53902	2,500.00



Treasury Services Department

HARMONY COMMUNITY DEVELOPMENT DISTRICT

Check Register By Fund

For The Period from 1/01/09 to 2/28/09

Fund No.	Check No.	Posting Date	Vendor Name	Vendor Inv. No.	Posting Description	G/L Description	G/L / Org	Check Amount
001	51435	2/9/2009	REW LANDSCAPE CORP.	705905	MAINT-ASHLEY PK & CABANA TRACK JAN	R&M-Swimming Pool	546096 - 53902	533.33
001	51436	2/9/2009	US BANK	2296939	TRUSTEE FEES-SERIES 2004 12/1-11/30/09	ProfServ-Trustee	531045 - 51301	4,687.13
001	51437	2/12/2009	ADVANCED MARINE SERVICES	36304	BOAT SUPPLIES	R&M-Equipment	546022 - 53910	78.63
001	51437	2/12/2009	ADVANCED MARINE SERVICES	36334	BOAT SUPPLIES	R&M-Equipment	546022 - 53910	50.00
001	51438	2/12/2009	A-1 HOME INSPECTION SVC	020509	PEST CONTROL-FEB	R&M-Pools	546074 - 53910	75.00
001	51439	2/12/2009	FEDEX	9-074-96899	#2506-5623-8	Postage and Freight	541006 - 51301	85.68
001	51440	2/12/2009	REW LANDSCAPE CORP.	705890	DOGGIE LITTER BAGS	Misc-Contingency	549900 - 53910	793.40
001	51441	2/12/2009	SPIES POOL LLC	194658	BULK BLEACH	Op Supplies-Pool and Fountain	552008 - 53910	505.25
001	51441	2/12/2009	SPIES POOL LLC	194659	BULK BLEACH	Op Supplies-Pool and Fountain	552008 - 53910	92.00
001	51442	2/12/2009	YOUNG VAN ASSENDERP, P.A.	7820	LEGAL FEES-JAN	ProfServ-Legal Services	531023 - 51401	4,608.37
001	51443	2/19/2009	A CUT ABOVE TREE & LANDSCAPE	2053	TREE WORK	R&M-Trees and Trimming	546099 - 53902	14,000.00
001	51444	2/19/2009	ADVANCED MARINE SERVICES	37232	BOAT SUPPLIES	R&M-Equipment	546022 - 53910	1,433.83
001	51444	2/19/2009	ADVANCED MARINE SERVICES	37233	BOAT SUPPLIES	R&M-Equipment	546022 - 53910	92.23
001	51445	2/19/2009	CITY OF ST CLOUD	021209	BILLING PERIOD 1/8-2/9	Electricity - Streetlighting	543013 - 53903	31,124.62
001	51445	2/19/2009	CITY OF ST CLOUD	021209	BILLING PERIOD 1/8-2/9	Electricity - General	543006 - 53903	3,235.59
001	51446	2/19/2009	EMBARQ	020709-83185	#4074983185 2/7-3/6	Communication - Telephone	541003 - 53910	48.69
001	51447	2/19/2009	FEDEX	9-083-03243	#2506-5623-8	Postage and Freight	541006 - 51301	18.17
001	51448	2/19/2009	GREER'S LANDSCAPE & LAWN	1*2809	POND MOWING-JAN	R&M-Landscape Pond Areas	546309 - 53902	11,675.00
001	51448	2/19/2009	GREER'S LANDSCAPE & LAWN	1*2409	BOAT DOCK MOWING-JAN	R&M-Landscape Buck Lake	546310 - 53902	200.00
001	51448	2/19/2009	GREER'S LANDSCAPE & LAWN	12*2408	BOAT DOCK MOWING-DEC	R&M-Landscape Buck Lake	546310 - 53902	200.00
001	51449	2/19/2009	HOME DEPOT CREDIT SERVICES	6052112	#6035322024908018	R&M-Common Area	546016 - 53901	134.69
001	51450	2/19/2009	KISSIMMEE UTILITY AUTHORITY	021009-90300	#1525420-790300 12/18- 1/21	Utility - Water & Sewer	543021 - 53903	172.96
001	51451	2/19/2009	SPIES POOL LLC	194858	POOL SUPPLIES	Op Supplies-Pool and Fountain	552008 - 53910	154.95
001	51451	2/19/2009	SPIES POOL LLC	194859	POOL SUPPLIES	Op Supplies-Pool and Fountain	552008 - 53910	30.00
001	51451	2/19/2009	SPIES POOL LLC	194407	POOL SUPPLIES	Op Supplies-Pool and Fountain	552008 - 53910	168.90
001	51452	2/20/2009	REW LANDSCAPE CORP.	705756	IRRIGATION REPAIRS	R&M-Irrigation	546041 - 53902	124.20
001	51452	2/20/2009	REW LANDSCAPE CORP.	705598	DUMPSTER PULLS	R&M-Common Area	546016 - 53910	499.30
001	51452	2/20/2009	REW LANDSCAPE CORP.	705588	IRRIGATION REPAIRS	R&M-Irrigation	546041 - 53902	91.19
001	51452	2/20/2009	REW LANDSCAPE CORP.	705601	IRRIGATION REPAIRS	R&M-Irrigation	546041 - 53902	391.96
001	51452	2/20/2009	REW LANDSCAPE CORP.	705599	IRRIGATION REPAIRS	R&M-Irrigation	546041 - 53902	186.40
001	51452	2/20/2009	REW LANDSCAPE CORP.	705600	IRRIGATION REPAIRS	R&M-Irrigation	546041 - 53902	159.67
001	51452	2/20/2009	REW LANDSCAPE CORP.	705602	IRRIGATION REPAIRS	R&M-Irrigation	546041 - 53902	78.70
001	51452	2/20/2009	REW LANDSCAPE CORP.	705603	IRRIGATION REPAIRS	R&M-Irrigation	546041 - 53902	86.85
001	51452	2/20/2009	REW LANDSCAPE CORP.	705604	IRRIGATION REPAIRS	R&M-Irrigation	546041 - 53902	372.39
001	51423	2/6/2009			JAMES C. O'KEEFE	PAYROLL		184.70
001	51424	2/6/2009			ROBERT D. EVANS	PAYROLL		184.70
001	51425	2/6/2009			NANCY M. SNYDER	PAYROLL		184.70
001	51426	2/6/2009			MARK W. LEMENAGER	PAYROLL		184.70

Credits	
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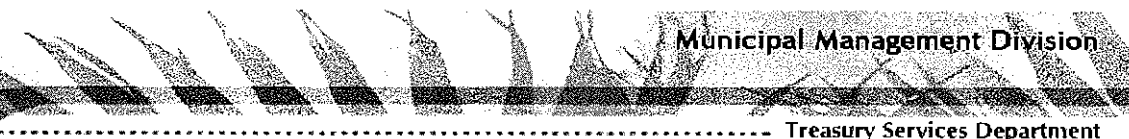
Sub Total	\$ 267,333.92
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Fund No.	Check No.	Posting Date	Vendor Name	Vendor Inv. No.	Posting Description	G/L Description	G/L / Org	Check Amount
201	51395	1/26/2009	US BANK NATIONAL ASSOC	012309	TRANSFER OF TAX RECEIPTS 2008/09	Due From Other Funds	131000 -	16,411.77

Credits	
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Sub Total	\$ 16,411.77
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Total Checks Paid	\$ 283,745.69
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Municipal Management Division

Treasury Services Department

4C

RESOLUTION 2009-3

**A RESOLUTION DESIGNATING ROBERT KONCAR AS
TREASURER AND STEPHEN BLOOM AS ASSISTANT
TREASURER OF THE HARMONY COMMUNITY
DEVELOPMENT DISTRICT**

WHEREAS, the Board of Supervisors of the Harmony Community Development District desires to appoint Robert Koncar as Treasurer and Stephen Bloom as Assistant Treasurer;

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

1. Robert Koncar is appointed Treasurer.
2. Stephen Bloom is appointed Assistant Treasurer.

Adopted this 26th day of March, 2009.

Robert D. Evans
Chairman

Gary L. Moyer
Secretary

FIFTH ORDER OF BUSINESS

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT, made and entered into this 26th day of March, 2009, by and between the **HARMONY COMMUNITY DEVELOPMENT DISTRICT**, a special and single purpose local government, created and chartered by law, organized and existing under the laws of the State of Florida and established on the property by county ordinance, hereinafter referred to as "District", and **YOUNG VAN ASSENDERP, P.A.**, a registered Florida Professional Association, hereinafter referred to as "Attorney".

ARTICLE 1 – PREAMBLE

- 1.1. District is authorized to retain, and has a need for, the services of counselors and attorneys-at-law to serve as District counsel and to provide legal services to the District itself and to answer to the chair and members of the board collectively as the Board of Supervisors of the District ("Board").
- 1.2. District needs and desires high quality legal representation at fair fees and costs, with billing as a good faith and transparent means of continual communication on the quality of the services to the Board and with the demonstrated ability to work well with other professionals and consultants retained, hired, employed or contracted by the District, to provide infrastructure at sustained levels of quality over the long term.
- 1.3. District has determined and confirms that the law firm of Young van Assenderp, P.A. meets the District's needs and desires and has special expertise, capabilities and experience in the representation of independent districts such as the District, including but not limited related matters of the charter of the District; the needs, duties and interests

of the members of the Board whether elected by landowners or by qualified electors; imposition, levying, billing, noticing, collecting, enforcing and distributing district revenues; issuance of capital and other bonds; validation of the district, its bonds, trust indenture and the revenue to amortize the bonds; ethics and conflicts of interest law; public records law; government-in-the-sunshine law; competitive bidding; consultants competitive negotiation; capital facilities, financial and other reports; the relationship of the District in the exercise of its powers to carry out its single specialized purpose to growth management law; relationship with homeowner and similar associations; all applicable and needed contracts and agreements; relationship with any developers and landowners; and related district matters in all legal aspects of managing and financing the operations of such districts.

DISPOSITIVE PROVISIONS

- 2.1 **Dispositive Provisions.** The provisions in the Preamble are incorporated herein by reference and are dispositive provisions to this Agreement.
- 2.2 **Essence:** The essence of this Agreement is that District retains Attorney to provide legal services subject to and as provided by law and in this Agreement.
- 2.3 **Consideration:** That which induced the District and Attorney to enter into this Agreement for legal services is the matters set forth in the Preamble and the scope and quality of services to the District and the compensation received by Attorney.
- 2.4 **Scope of Services:** It is understood and agreed that the scope of this Agreement consists of providing quality legal advice, counsel and representation; attending District meetings; defending or bringing legal actions; preparing and reviewing legal documents; and rendering such other legal services as the District might require or as related to services or projects that the District has undertaken pursuant to its general law charter in Chapter

190, Florida Statutes. The scope of services includes but is not limited to representation of District on matters set forth in the Preamble. The scope does not include: 1) drafting, providing and executing any applicable Issuer's Counsel Opinion which shall be subject to negotiation on a flat fee basis for each bond closing, and will be paid out of the bond proceeds; and 2) any litigation the fee for which will be negotiated on a case by case basis.

2.5 **Compensation:** It is understood and agreed that the payment of compensation for services under this Agreement shall be according to the fee schedule attached hereto and incorporated herein as Exhibit "A". Attorney shall provide a statement of services on a monthly basis and payment shall be due upon receipt.

2.6 **Reimbursement:** Reimbursable expenses shall be as provided as set forth in Exhibit B attached hereto and incorporated herein and shall be included in the monthly statement of services.

2.7 **Other Provisions:**

2.7.1 Records of Attorney pertaining to the services provided hereunder and reimbursable expenses shall be kept and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

2.7.2 All documents prepared or reviewed by Attorney pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the project for which they were provided or on any other project. Any reuse without specific written consent by Attorney will be at the District's sole risk and without liability or legal exposure to Attorney.

2.7.3. Attorney shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workmen's Compensation	Statutory
Professional Liability for Errors and Omissions	\$1,000,000.00

- 2.7.4 The Attorney warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for the Attorney, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, partnership or firm, other than a bona fide employee or independent contractor (clerk; of-counsel attorney) working solely for the Attorney, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from this Agreement.
- 2.7.5 The Attorney shall allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the District in conjunction with this Agreement except as to lawyer/client work product pursuant to applicable law.
- 2.7.6 The Attorney covenants and agrees that it shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicap (except where based on a bona fide occupation qualification); or because of marital status, race, color, religion, national origin or ancestry.
- 2.7.7 The Attorney agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of the Agreement.
- 2.7.8 Either the District or the Attorney may terminate this Agreement without cause upon thirty (30) days written notice. At such time as Attorney receives notification of the

intent of the District to terminate the contract, Attorney shall not perform any further services so long as such non-performance shall not affect the legal interests of the District adversely. In the event of any termination without cause, Attorney will be paid for services rendered to the date of termination and all reimbursable expenses incurred to the date of termination.

2.7.9 Neither the District nor Attorney shall assign, sublet or transfer any interest in the Agreement without the written consent of the other.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

ATTEST:

**HARMONY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Chairman:

YOUNG VAN ASSENDERP, P.A.

Witness: _____

By: _____
Ken vanAssenderp, Esq.

Witness: _____

EXHIBIT A*

Roy C. Young	\$255.00 per hour
Ken vanAssenderp	\$275.00 per hour
Daniel Cox**	\$175.00 per hour
Timothy Qualls	\$125.00 per hour
Law Clerks	\$ 45.00 per hour
Paralegals	\$ 45.00 per hour

*Mindful of the interest of the District in quality legal services at fair and competitive rates and fees, the District fees listed hereinabove are discounted substantially below the fees and rates charged by the attorneys in representation of private clients.

**Note: Mr. Cox is Of-Counsel and may be assigned duties from time to time by Young vanAssenderp, P.A., in its service to the District.

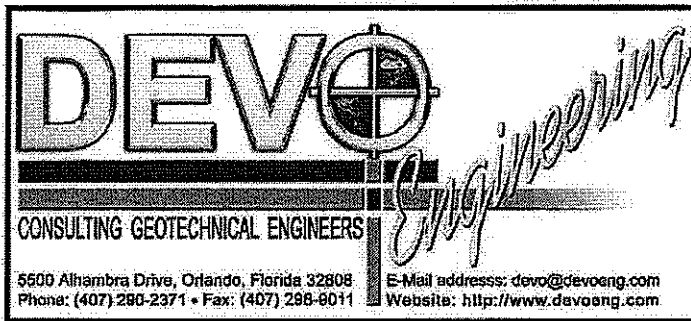
YOUNG VAN ASSENDERP, P.A.
Standard Rates for Costs and Expenses
EXHIBIT B

Telephone	The actual cost of the long distance charge + 25% to cover the service and taxes associated therewith.
Fax	\$1.00 per outgoing page. There will be no charge for incoming items or for long distance telephone charges associated with outgoing transmissions.
Photocopies	.25 per page
Postage	Actual amount of postage used over \$5.00
Out-of-town travel mileage	Rate of 44.5 cents per mile pursuant to s.112.061, Florida Statutes (2008)
Travel (including parking, airfare, lodging, tips, tolls, rental cars and other ground transportation)	Actual amount of expense
Miscellaneous costs advanced (consultants, overnight delivery, etc.)	Actual amount of expense
Westlaw or other Computer research	Actual amount of expense
Local Messenger and delivery service	Actual amount of expense

THESE RATES ARE SUBJECT TO CHANGE UPON DISCLOSURE AND AGREEMENT WITH THE BOARD.

SIXTH ORDER OF BUSINESS

6Aⁱ



January 27, 2009

Harmony CDD
610 Sycamore Street, Suite 130
Celebration, FL 34747
phone: 407-566-1935; fax: 407-566-4128

attention: Robert D. Evans, Chairman

Re: Proposal for Geotechnical Engineering Services
Installation of 10" potable water main from Neighborhood E to Phase 3 Roadway
Harmony Development, Osceola County, Florida

Dear Mr. Evans:

This proposal is for the above-captioned services. Exhibit 1 (attached) shows the alignment of the proposed 10" potable water main from Neighborhood E to the Phase 3 Roadway (which will be installed by directional drilling). This water main crosses Wetland W4 for a distance of approximately 560 lineal feet and we have been requested by MERB to perform muck probes along this alignment and recommend depth for horizontal directional drilling to avoid frac outs.

We can complete this work within 2 weeks of authorization to proceed.

Table 1 (attached) summarizes our fee estimate for these services. We will require the surveyor to stake out the end points of the water main line alignment on both sides of the wetland.

Feel free to contact us if there are any questions regarding this proposal. We appreciate the opportunity to provide continuing services on this project.

Sincerely,
Claudia Callahan, B.Sc.
Senior Administrative Assistant/ Contracts Administrator

**ITEMIZATION OF WORK & ASSOCIATED COST
HARMONY WATER MAIN EXTENSION**

DESCRIPTION OF WORK ITEM	UNIT	UNIT COST	QUANTITY	TOTAL
GEOTECHNICAL FIELD SERVICES				
Senior Engineering Technician to Layout Borings, Measure Stabilized Water Table, Coordinate With Surveyor, Engineer, and Drilling Contractor	hr	\$85.00	8.0	\$520.00
Three-Man Technician Crew to cut lines and perform muck/sediment probes through wetland crossing	Crew-Day	\$690.00	3.0	\$2,070.00
GEOTECHNICAL LABORATORY TESTING SERVICES				
Visual & tactile examination of soil samples	hr	\$50.00	2.0	\$100.00
DATA INTERPRETATION & REPORT PREPARATION				
Senior Engineer	hr	\$95.00	4.0	\$380.00
Project Manager	hr	\$85.00	12.0	\$1,020.00
CADD Graphics	hr	\$65.00	12.0	\$780.00
REPORT REPRODUCTION				
Technical Assistant	hr	\$35.00	2.0	\$70.00
Report printing, binding & delivery	each	\$30.00	4.0	\$120.00
TOTAL FOR ALL TASKS				\$5,060.00



AUTHORIZATION

To authorize this proposal, please complete the information requested and return by mail or fax.

TABLE A.1: AUTHORIZATION OF OFFER	
This offer is authorized only when signed below otherwise it should be considered a draft.	
Authorization signature: <i>Devo Seereeram</i> Devo Seereeram, Ph.D., P.E. Owner	
To authorize this work, please complete the information below and return a copy of the executed authorization to: Devo Seereeram, Ph.D., P.E. 5500 Alhambra Drive Orlando, FL 32808 Phone: 407-290-2371; Fax: 407-407-298-9011; e-mail: devo@devoeng.com	

TABLE A.2: AUTHORIZATION BY CLIENT	
Proposal Authorized on	_____ day of _____ 2009
Authorized Signature
Print Name & Title
Company name
Company address
Company phone #
Company fax #
Cellular/mobile phone #
E-mail address

TERMS & CONDITIONS OF AGREEMENT

Special terms and conditions (if any) and general conditions of this agreement are contained in the following tables.

TABLE A.3: SPECIAL TERMS AND CONDITIONS OF AGREEMENT	
1	
2	

GENERAL CONDITIONS OF AGREEMENT	
1	<p>PARTIES AND SCOPE OF WORK: Devo Seereeram Ph.D., P.E. (hereinafter referred to as "Devo") shall be performing the work. "Work" means the specific geotechnical investigations, testing, and engineering or other service performed by Devo as set forth above. "Client" refers to the person or business entity ordering the work to be done by Devo. If the Client is ordering the work on behalf of another, the Client represents and warrants that the Client is the duly authorized agent of said party for the purpose of ordering and directing said work. The ordering of work from Devo shall constitute acceptance of the terms of Devo's proposal and these General Conditions.</p>
2	<p>PAYMENT: Invoices will be submitted upon completion of work or at monthly intervals for continuing projects. Payment terms are Net 30 Days, unless alternative arrangements are stated under the Specific Conditions. Charges at 1½% per month will be levied on invoices not paid within 30 days from invoice date. Client agrees to pay Devo's cost of collection of all amounts due and unpaid after 60 days, including court costs, reasonable attorney's fees, filing fees, and certified mail postage. Failure to make payment within 30 days of invoice shall constitute a release of Devo from any and all claims which Client may have, either in tort, or contract, and whether known or unknown at the time.</p>
3	<p>OBLIGATION TO PAY: Devo will perform services under this agreement with professional skill and care. Devo does not guarantee Governmental or Regulatory Agency approval of Client's project. Client's obligation to pay for Devo's services is in no way dependent upon Client's ability to obtain financing, payment from third parties, approval of Government or Regulatory Agencies, or upon Client's successful completion of project.</p>
4	<p>ACCESS TO SITE: Client grants Devo the right of entry to the project by Devo, his employees, agents, and subcontractors in order to perform the services under this agreement. If the Client does not own the project, Client warrants and represents to Devo that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry to Devo.</p> <p>Devo shall take reasonable measures and precautions to minimize damage to the project site from Devo's activities and use of equipment. Client recognizes that the performance of the services included in this Agreement may cause alteration or damage to the site. Client accepts the fact that this is inherent in the work and will not look to Devo for reimbursement or hold Devo liable or responsible for any alteration or damage required to perform our scope of work. Should the Client not be the owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify, and defend Devo against any claims by the owner or persons having possession of the site through the owner which are related to such alteration or damage.</p> <p>Devo has not included in his fee the cost of restoration of damage which may occur. If Client desires or requires Devo to restore the site to its former condition, Devo will, upon written request, perform additional work as is necessary to do so and the Client agrees to pay Devo the cost thereof.</p>
5	<p>DAMAGE TO EXISTING MAN-MADE OBJECTS: deleted.</p>

GENERAL CONDITIONS OF AGREEMENT

6	<p>SAMPLE DISPOSAL: Unless otherwise agreed, laboratory test specimens or samples will be disposed immediately upon completion of the test. All samples or specimens collected from soil borings will be disposed sixty (60) days after submission of Devo's report.</p>
7	<p>WARRANTY AND LIMITATION OF LIABILITY: Devo's geotechnical engineering services will be performed in accordance with his proposal and with generally accepted principles and practices. In performing his professional services, Devo will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of his profession. This warranty is in lieu of all other warranties and representations, either express or implied. Statements made in Devo's reports are opinions based on engineering judgement and are not to be construed as representations of fact.</p> <p>Should Devo be found to be negligent in the performance of professional services or work, or to have made and breached any express or implied warranty, representation or contract, Client agrees that the maximum aggregate amount of Devo's liability shall be limited to \$50,000 or the total amount of the fee paid to Devo for his work performed with respect to this project, whichever is less.</p> <p>In the event Client is unwilling or unable to limit Devo's liability in accordance with the provisions above, Client may request in writing, within five days of Client's acceptance of the Agreement, to increase the limit of Devo's professional liability to \$1,000,000 by agreeing to pay Devo a sum equivalent to an additional amount of 4% of the total fee to be charged for Devo's services. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the greater liability involved.</p>
8	<p>INDEMNITY: Subject to the foregoing limitations, Devo agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs, and expenses, including reasonable attorney's fees and court costs arising out of Devo's negligence to the extent of Devo's negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against Devo, the party initiating such action shall pay to Devo the costs and expenses incurred by Devo to investigate, answer and defend it, including reasonable attorney's fees, witness fees, and court costs to the extent that Devo shall prevail in such a suit.</p>
9	<p>THIRD PARTY RELIANCE: The services under this Agreement are being performed for and on behalf of the Client for the Client's exclusive use. Devo assumes no responsibility for third party use of or reliance on Devo's findings, opinions, conclusions, or recommendations unless such use or reliance by Third Parties is authorized in writing by Devo.</p>
10	<p>ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties, undertakings made other than as set forth herein. This agreement may be modified only in writing, signed by each of the parties hereto.</p>
11	<p>CANCELLATION: This contract is cancellable by either party at any time for any reason. Work performed to the time of notice shall be paid as interpolated within and defined by the contract. All such work shall become the property of the Client upon such payment.</p>

6Aii

BROWN & JOHNSTON, INC.
SURVEYORS, MAPPERS & CONSULTANTS
1201 VERMONT AVE.
ST. CLOUD, FL 34769
Telephone: 407-891-7048
Fax: 407-891-2893

March 18th, 2009

Harmony Community Development District
Attn: Bob Evans
610 Sycamore Street
Suite 130
Celebration, Florida 34747

RE: HARMONY PW MAIN EXTENSION, HARMONY, FLORIDA.

Dear Mr. Evans,

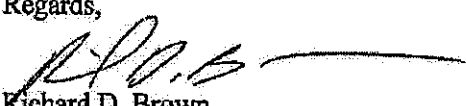
Per your request, we can prepare the following as shown:

TASK I: Prepare Route Survey showing existing conditions.
(Note: Runs through middle of wetlands)
The cost to complete this will be \$2,500.00.

TASK II: Prepare Legal Description.
The cost to complete this will be \$350.00.

The Tasks stated above will be completed in a timely fashion. If you have any questions regarding this proposal, please feel free to call our office at the number above.

Regards,


Richard D. Brown
P.S.M. #5700, FL

RDB/cnb

6B

Invoice

Invoice Remittance Address
WOOLPERT
P.O. Box 641998
Cincinnati, OH 45264-1998
TERMS: DUE UPON RECEIPT



Fazeela Kahn
Harmony Community Development District
210 N. University Dr
Suite 802
Coral Springs, FL 33071

March 17, 2009
Project No: 068990
Invoice No: 2009001816

Project 068990 Harmony CDD District Engineer

Professional Services from December 1, 2008 to December 31, 2008

Phase 01 Project Management
Hourly Services

		Hours	Rate	Amount
Principal				
Boyd, Steven	12/9/08	.50	205.00	102.50
Review CDD Landscape Maintenance Map Changes				
Boyd, Steven	12/12/08	1.00	205.00	205.00
Update CDD Landscape Maint. Map				
Boyd, Steven	12/15/08	1.00	205.00	205.00
Update Landscape Maintenance Map				
Boyd, Steven	12/18/08	3.50	205.00	717.50
CDD Meeting				
Boyd, Steven	12/19/08	.50	205.00	102.50
Review Ownership of Landscape Buffer along US 192 as directed				
Boyd, Steven	12/22/08	1.00	205.00	205.00
Research Easements along US 192 Frontage				
Engineer				
Williams, Rebecca	12/15/08	2.00	120.00	240.00
update CDD exhibits				
Williams, Rebecca	12/16/08	1.00	120.00	120.00
plots and graphics for steve CDD exhibits				
Williams, Rebecca	12/17/08	2.00	120.00	240.00
plots and pdfs				
Administrative Support				
Gilley, Joyce	12/2/08	1.00	65.00	65.00
Scanning/emailing requisitions for Harmony CDD/Scanning/emailing requisitions for Harmony CDD				
Gilley, Joyce	12/8/08	.50	65.00	32.50
Harmony revised requisition and preparation for Federal Express				
Totals		14.00		2,235.00
Total Labor				2,235.00

\$2,235.00

Project 068990

Harmony CDD District Engineer

Invoice 2009001816

TOTAL DUE THIS INVOICE

\$2,235.00

Invoice

Miller Einhouse Rymer & Boyd
5323 Millenia Lakes Boulevard, Suite 220
Orlando, FL 32839
Phone: 407-447-5555 Fax: 407-447-5554

December 15, 2008
 Project No: 00065.100
 Invoice No: 0008268

Harmony CDD
 Attn: Fazeela Kahn
 210 N. University Drive
 Suite 802
 Coral Springs, FL 33071

Project: 00065.100 Harmony CDD - Project Management

Harmony CDD: Project Management

Professional services from October 26, 2008 to November 25, 2008

Professional Personnel

		Hours	Rate	Amount
Principal				
Boyd, Steven	10/30/08	2.00	205.00	410.00
CDD Meeting				
Boyd, Steven	11/6/08	3.00	205.00	615.00
Site Visit to investigate situation at Lakeshore Park Pond Outfall				
Director				
Gierok, Rick	11/20/08	3.50	175.00	612.50
CDD Meeting				
Project Manager I				
Moorman, Scott	11/24/08	1.50	125.00	187.50
Review Maintenance Map Markup that Todd Sent via PDF file for revisions concerning upcoming Harmony CDD meeting in Early December				
Totals		10.00		1,825.00
Total Labor				1,825.00

Reimbursable Expenses

Postage/Courier/Delivery				
11/14/08 Federal Express	10/22/08			13.50
Total Reimbursables				13.50

Total this invoice \$1,838.50

Outstanding Invoices

Number	Date	Balance
0008201	11/17/08	292.50
Total		292.50





6065.10

Invoice Number 2-979-67466	Invoice Date Nov 06, 2008	Account Number 2291-0370-9	Page 4 of 5
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Picked up: Oct 22, 2008 Cust. Ref.: 130.70 / 130.11 Ref.#2:
 Payer: Shipper Ref.#3:

- The Earned Discount for this ship date has been calculated based on a revenue threshold of \$181.71
- Fuel Surcharge - FedEx has applied a fuel surcharge of 27.00% to this shipment.
- Distance Based Pricing, Zone 2

Automation	INET	Sender	Recipient	
Tracking ID	791975584963	Joy-Lynn Alty	Rick Brown	
Service Type	FedEx Standard Overnight	Miller Einhouse Rymer & Boyd	City of St. Cloud	
Package Type	FedEx Envelope	5323 Millenia Lakes Blvd.	1300 9th Street	
Zone	02	ORLANDO FL 32839 US	ST CLOUD FL 34769 US	
Packages	1			
Rated Weight	N/A	Transportation Charge		13.25
Delivered	Oct 23, 2008 11:17	Earned Discount		-2.78
Svc Area	A2	Automation Bonus Discount		-1.33
Signed by	W.BENITEZ	Fuel Surcharge		2.47
FedEx Use	00000000/0000200/_	Total Charge	USD	\$11.61

Picked up: Oct 22, 2008 Cust. Ref.: 65.10 Ref.#2:
 Payer: Shipper Ref.#3:

- The Earned Discount for this ship date has been calculated based on a revenue threshold of \$181.71
- Fuel Surcharge - FedEx has applied a fuel surcharge of 27.00% to this shipment.
- Distance Based Pricing, Zone 3

Automation	INET	Sender	Recipient	
Tracking ID	792774642964	Joyce Gilley	Fazeela Khan	
Service Type	FedEx Standard Overnight	Miller Einhouse Rymer & Boyd	Harmony CDD	
Package Type	FedEx Envelope	5323 Millenia Lakes Blvd.	210 University Drive	
Zone	03	ORLANDO FL 32839 US	CDRAL SPRINGS FL 33071 US	
Packages	1			
Rated Weight	N/A	Transportation Charge		15.40
Delivered	Oct 23, 2008 11:39	Automation Bonus Discount		-1.54
Svc Area	A1	Earned Discount		-3.23
Signed by	G.BANHDUN	Fuel Surcharge		2.87
FedEx Use	00000000/0000211/_	Total Charge	USD	\$13.50

Picked up: Oct 27, 2008 Cust. Ref.: 11801.01E Ref.#2:
 Payer: Shipper Ref.#3:

- The Earned Discount for this ship date has been calculated based on a revenue threshold of \$181.71
- Fuel Surcharge - FedEx has applied a fuel surcharge of 27.00% to this shipment.
- Distance Based Pricing, Zone 2

Automation	INET	Sender	Recipient	
Tracking ID	790612919504	Joy-Lynn Alty	Bill Ellwood	
Service Type	FedEx Standard Overnight	Miller Einhouse Rymer & Boyd	OUC Development Services	
Package Type	FedEx Envelope	5323 Millenia Lakes Blvd.	44 W JEFFERSON ST	
Zone	02	ORLANDO FL 32839 US	ORLANDO FL 32801 US	
Packages	1			
Rated Weight	N/A	Transportation Charge		13.25
Delivered	Oct 28, 2008 09:12	Earned Discount		-2.78
Svc Area	A1	Fuel Surcharge		2.47
Signed by	F.VELEZ	Automation Bonus Discount		-1.33
FedEx Use	00000000/0000200/_	Total Charge	USD	\$11.61

Picked up: Oct 29, 2008 Cust. Ref.: 11801.01E Ref.#2:
 Payer: Shipper Ref.#3:

- The Earned Discount for this ship date has been calculated based on a revenue threshold of \$181.71
- Fuel Surcharge - FedEx has applied a fuel surcharge of 27.00% to this shipment.
- Distance Based Pricing, Zone 2

Automation	INET	Sender	Recipient	
Tracking ID	790615563152	Joy-Lynn Alty	Doc Satcher	
Service Type	FedEx Standard Overnight	Miller Einhouse Rymer & Boyd	HGR Construction	
Package Type	FedEx Envelope	5323 Millenia Lakes Blvd.	1801 LEE RD	
Zone	02	ORLANDO FL 32839 US	WINTER PARK FL 32769 US	
Packages	1			
Rated Weight	N/A	Transportation Charge		13.25
Delivered	Oct 30, 2008 12:51	Earned Discount		-2.78
Svc Area	A1	Automation Bonus Discount		-1.33
Signed by	J.BURNS	Fuel Surcharge		2.47

Continued on next page



EIGHTH ORDER OF BUSINESS

**Harmony CDD
Buck Lake Boat Use
Feb 9-Mar 8 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, Thurs *	19	13			6				
Fri, Sat, Sun	86	52			27		7		
Totals	105	65	0	0	33	0	7	0	0
Comments	*Solar boat and small 16' pontoon both in shop								

Trips

Days of the Week	Total Trips	20' Pontoon	16' Pontoon	Small Fishing Boat	18' Fishing Boat	Sail Boat	Canoes	Kayaks	Solar Boat
Mon, Thurs *	8	5			3				
Fri, Sat, Sun	25	12			10		3		
Totals	33	17	0	0	13	0	3	0	0
Comments	* Buck Lake is closed on Tuesday & Wednesday								

Last Month

Passengers	102	50	18	0	19	0	11	4	0
Trips	32	11	6	0	9	0	3	3	0