

**HARMONY COMMUNITY  
DEVELOPMENT DISTRICT**

**APRIL 28, 2011**

**AGENDA PACKAGE**

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# Harmony Community Development District

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April 21, 2011

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, April 28, 2011 at 6:00 P.M.** at 7251 Five Oaks Drive, Harmony, Florida. Following is the advance agenda for this meeting:

1. **Roll Call**
2. **Approval of the Minutes of the March 24, 2011 Regular and Workshop Meetings**
3. **Subcontractor Reports**
  - A. Landscaping - Luke Brothers Report
  - B. Aquatic Plant Maintenance – Bio Tech Report
  - C. Dockmaster/Field Manager - Buck Lake Boat Use Report
4. **Public Hearing for the Adoption of an Amendment to Chapter 1, Rule 1.5 of the Harmony CDD Rules of Procedure Relating to Access of Public Property, Namely Parks and Recreation Facilities for General Use and for Special Events and Functions**
  - A. Consideration of Resolution 2011-03 Adopting Rule 1.5 of the Harmony CDD Rules of Procedure
5. **Discussion Items – Access Card System**
6. **District Manager's Report**
  - A. March 2011 Financial Statements
  - B. Invoice Approval #132 and Check Run Summary
  - C. Public Comments/Communication Log
7. **Staff Reports**
  - A. Attorney
  - B. Engineer
  - C. Developer
    - i. CDD Staff Structure and Responsibilities
    - ii. Dog Waste Disposal System
8. **Supervisor Requests**
9. **Audience Comments**
10. **Adjournment**

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

Sincerely,



Gary Moyer/ir  
District Manager

# Minutes

# MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, March 24, 2011, at 9:00 a.m. at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Robert D. Evans	Chairman
Mark LeMenager	Vice Chairman
Steve Berube	Supervisor
Ray Walls	Supervisor

Also present were:

Gary L. Moyer	Manager: Moyer Management Group
Tim Qualls Burgess ( <i>by phone</i> )	Attorney: Young vanAssenderp, P.A.
Thomas Belieff	Dockmaster/Field Manager
Brenda Burgess ( <i>by phone</i> )	Moyer Management Group
Greg Gologowski	Harmony Development Company
Todd Haskett	Harmony Development Company
Gary Locke	Luke Brothers
Pete Lucadano	Luke Brothers
Larry Medlin	Bio-Tech Consulting
Jason Schafer	Luke Brothers
Shad Tome	Harmony Development Company
Residents and members of the public	

## FIRST ORDER OF BUSINESS

### Roll Call

Mr. Evans called the meeting to order at 9:00 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 February 24, 2011, Workshop and Regular Meeting

Mr. Evans reviewed the minutes of the February 24, 2011, workshop and regular meeting, and requested any additions, correction, or deletions.

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, approval was given to minutes of the February 24, 2011, workshop and meeting.
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## THIRD ORDER OF BUSINESS

### Subcontractor Reports

#### A. Landscaping – Luke Brothers

##### i. Monthly Report

Mr. Lucadano introduced Mr. Gary Locke who is a long-term employee of Luke Brothers and is being groomed to take Mr. Schafer's role in Harmony. We have been

discussing with Mr. Haskett that Mr. Schafer has a great opportunity for him and his family to get back to the golf course industry, and we are going to help him do that. Mr. Schafer has provided sufficient notice and is on track for helping train the new person to take his role. Mr. Schafer will be here until about April 15, 2011. Mr. Locke is somewhat familiar with Harmony and will be the new project manager.

Mr. Haskett stated I provided a brief report on what Luke Brothers tried to accomplish this month and the items that still need to be finished. They have really picked up the pace since our last meeting. Mr. Lucadano and I met the first week in March to discuss where we were versus where we needed to be, and it was a good meeting. They had made adequate progress but still not what I wanted to see, so we met again a week ago and from that meeting, I forwarded their operational plan, which will include 14 staff members full time throughout the entire year. That is the number that is needed on site. In the past week, we have seen quite a few people on property, more than 14. They got caught up on many of the things that they needed to, although there are still some areas of sod that need to be taken care of. That work will be scheduled for April. Fertilization was completed, and there is some spottiness out there and a few areas that still need to be monitored since they are not reacting as quickly as they should. The insecticide is scheduled for the first week of April and will include treatment for chinch bugs. Mulching still needs to be finished in some areas but they have sufficient staff on site to complete this work. We are seeing the results that we needed to see.

Mr. Lucadano stated I can tell you the great things we have done and try to state our case, but I want to thank you for the discussion we had at your last meeting. It is uncomfortable to be told that we are failing or that you are not satisfied with the results of the community or your expectations of the community or the project manager. There may be some sources of disagreement or perception, but the reality is that business does not get any better by good news. You need to hear bad news, and I needed to hear what your concerns, opinions and perceptions were. You could have simply terminated us and not told us those things, but instead, between Mr. Haskett's time and the Board's time, I appreciate that information. I walked out of the meeting last month with a couple resolves. The first is, we understood Mr. Haskett is spending way too much time, monitoring and chasing down the program, and that had to change. Second, we need to have a program that not only conforms to the contract specifications on time but also

performs to the quality level and expectation of everyone involved. We immediately worked on some quality communication tools. We have a standard notebook to log in all the reports, proactive communications with Mr. Haskett, schedules, and a mapping system. We got to work right away staffing the program including supplementing with outside crews to make sure that we did not have too many new people on the property at one time. Mr. Haskett and I had a second meeting because I cannot just take what you say and then do it my way. I want everyone to be comfortable and on board with the program. I appreciate the fact that Mr. Haskett told me what is good and what is not good and he feels we still need some work. We put the time, effort and resources into making those changes. We brought on some additional pieces of equipment as well as the staffing plan that is in place to make sure we not only have the people and equipment on site, but we have a means of communicating what we are doing so that Mr. Haskett does not start his day worrying about where everyone is and what they are going to get done. One of the things Mr. Haskett and I discussed is during the dormant season, there needs to be some reduction in force if we are getting a lot of cold weather. This year, we will do it very differently and there will be no changes in the program without Mr. Haskett's approval and proposed to him in advance. I will be very involved in that and until further notice, I am on property once a week to meet with Mr. Haskett. I will work with Mr. Locke during the transition to make sure there is no disruption in the commitments that we made and the promises that we made to the schedule, the contract compliance, and the quality that we expect. One of the things I am excited about that we are changing relates to staff. We are putting on a small parks and recreation crew, which is a small unit that will travel throughout the property. During my second meeting with Mr. Haskett, we discovered there is a quality issue with some of the pocket areas. These are attractive amenities and we are asking people in the community to come to these park areas, but we were not providing the sense of detail that they needed. We have put together a small crew with a Gator and a trailer that is fully stocked, and this crew will go from park to park every week and provide detailing and weeding as well as picking up trash and the mowing in those areas so that we have a strong sense of quality in those areas.

Mr. LeMenager stated that made my wife very happy.

Mr. Lucadano stated Mr. Haskett provided me with some feedback on the program in the past, that when he had a special concern or if there is an event or something that he

sees, we cannot just keep pulling off the detail crew to handle those things. We need to have a team that has time in their schedule to accomplish those issues while keeping the main detail crew on task. This park and recreation crew will be able to provide both functions and keep the main crews on the property working on the majority of functions, which include large-scale mowing and detailing. The horticulture team can focus on the irrigation and pest control and keeping a good solid continuum of those services throughout the month. By no means are we there yet. You will want and need to monitor this and you need to be comfortable that what we are saying is what we are doing and that the efforts we are putting forth are consistent, accurate, and supported. My plans are to ensure that you are a great reference for me, that this community looks good and is something we are all proud of, and that our meetings here are positive. Only time will tell that and I ask for a chance to show you over the next 30 days.

Mr. Berube stated I wish I could believe you. I would like to, but I do not. This is the fifth meeting we have had with representatives of a contractor, and that is nearly unprecedented, as is the fact that we need to have these meetings with a contractor. It is also unprecedented that these are very uncomfortable meetings for you and for us. It is unprecedented for us to withhold payments to a contractor. That is not how we operate; we pay our bills. In fact, there are several bills that have been included this month that are late because they needed to be justified in order to be paid. This month, the regular invoice from Luke Brothers is not included, and I do not know if that is on purpose because the work is not finished or it is simply a timing issue in providing us with the invoice. I do not like that situation. We would rather pay our bills. We have had multiple meetings. The line on your letter under your title of President says "ensuring full legal compliance in reference to provisions of terms of the contract." You and I both know what the contract says, and there is not a tree or green plant that has a three-inch mulch ring around it. I realize that is a difficult task. I noticed one person a couple weeks ago had been doing some of that, but it stopped. You are out of compliance with the three-inch height on the cut of the grass. You are out compliance with the rutting, where they cut the same depression all the time. I know this because I spend a lot of time watching the crews. They cut in the same direction all the time. You are out of compliance with fluffing the mulch in the tree rings and plant beds. The contract calls for two times per cycle, and you have never fluffed mulch. The weeds go without saying. I do not know

where you stand on the replacement of sod. Some has started but there are still several thousand square yards of sod that still need to be replaced. We are supposed to receive 1,200 annuals per quarter. It has been my position that we have never received 1,200 annuals per quarter installed. Last month, I actually counted them and I found 840 annuals in the ground, and I was generous in the count being about 20% high, which means we might only have 700 or so annuals. I do not know if that is all the annuals you are going to install, but it seems to me that if they died, that is a pretty high death rate. I saw no evidence of dead annuals. They were all fairly fresh. For the last four or five months, we have been without an irrigation and a pest control technician. I understand Mr. Schafer has been going around checking the irrigation, but that is somewhat different than having a dedicated crew member with a truck turning on sprinklers and reviewing them. I know that because the incidents of broken sprinklers that I report to Mr. Haskett have risen dramatically. I never used to report broken sprinkler heads, but in the last four or five months, that number has risen and it takes a long time to get them repaired. The pest control technician is important. All of the chemicals that we apply require someone experienced so that he does not scatter fertilizer in the streets. I am very frustrated and I said this a year ago. We met a year ago and someone on the Board asked if they should be fired, and I said yes. I am still very much along those lines. I heard what you said and you want to see what happens in time, but we keep hearing the same story. I thank you for the information at the last meeting. I learned a lot from it and we have a new plan in place, which resulted in a new binder that is maintained by Mr. Haskett. We keep talking about the same things. It is a different deficiency month after month. Now Mr. Schafer is leaving. I realize he has an opportunity, but I have to think that the difficulties in managing this property in some way, especially with the timing of his departure, have something to do with his leaving the company. Truly, I would like to believe you. I think you are a nice guy. Something is wrong. This property either taxes your ability to manage the whole project or we are too demanding. I actually think we are pretty accommodating, but I am not happy. I watch what is going on. The mulching was done yesterday. You were on my property yesterday and skimmed the grass on Bear Grass Park and have replaced the sod there twice since you have been here, but it needs to be replaced again. If there is a place where you do not want to be deficient, it is probably outside the house of an outspoken Supervisor.



Mr. Walls stated I will tone down my comments from last month. I will take you for your word this time around, but I will start looking at other companies to see what kind of service other neighborhoods are receiving. I will give you time to do what you say you are going to do. If it works, then I will stop looking. In the next few months, if this does not work, then I think we will have to look at another option.

Mr. LeMenager stated I am certainly willing to give Mr. Locke the opportunity to prove himself. Since the last meeting, I find myself in agreement with Mr. Haskett that there has been a noticeable change in the last few weeks. We have seen these noticeable changes in the past, and then you have slipped back from those noticeable changes. The real point is, do not slip back again. That is the bottom line. I think it is fairly common in your industry to have reduced staffing in the winter. That means we start complaining in January and February because the community starts looking awful. I think we touched on it last month, wondering if we would actually get anything different from any other company in terms of industry practice of reducing staff in the winter. I have seen plenty of action in the last few weeks, so keep it up.

Mr. Berube stated I heard what Mr. Haskett said. What is your confidence level in this new plan: 40%, 50%, -20%, 110%?

Mr. Haskett stated Mr. Lucadano and I had a very serious meeting about everything, and I think we are seeing the results of that meeting and his commitment in writing on the staffing levels. As I told Mr. Lucadano, when winter comes, we will consider cutting back on staff so that we do not see people standing around with little to do. It has taken a lot to get to this point, but I think the Board's discussion that you are seriously considering terminating their contract was instilled in them at the last meeting. This is a huge contract for any landscape company. The reality is, if the contract was terminated today, we would survive but it will not be easy. The condition of the landscape can be improved and that is what we are looking for. My confidence level has increased and it is much higher than it was in the past.

Mr. Berube asked is it your recommendation that we continue in the same direction we are proceeding now, based on the new operational plan? Their contract expires September 30, 2011, so sometime in July is when we should review where we stand.

Mr. Haskett stated I am sure we will have in-depth reviews at each meeting from this point forward. I think there will be a lot more attention to detail. I am sure there will be

some issues that will come that are not being addressed, but I am hopeful they will be minimal.

Mr. Berube stated one of the elements that has come up lately is a significant amount of dead sod that has been replaced, and I do not believe you would disagree with that. It is important that it gets replaced. However, it would be better if that sod was managed early on before it dies. When you replace sod, the reason is to make the community look good. The other issue is the water needs to be turned on to water in the sod, a significant amount of water. We are over our budget on irrigation. It will not cause a problem with our budget, but the fact that Luke Brothers replaces sod "at no charge" is still not free since the CDD has to pay for the water. The idea of the MAXICOM system is to monitor irrigation use, but when you install large areas of sod, they need watering for a long time, and that causes the irrigation line item to be over budget. I would like to believe Mr. Lucadano, but that is where I stand at this point. Everyone else seems willing to give you another opportunity, so I would be outnumbered if this came to a vote. I am willing to go along with the rest of the Board for a little while longer.

Mr. Schafer stated I have been on site for 15 months, and we have tried different approaches. This is a good plan, especially for the parks and the specialized crew to look after all the small parks, which is something that was missing. I think this will solve a lot of the detail problems and the attention to detail will be significantly increased. Regarding the sod, this is the driest period from October to February that we have had in 80 years. Harmony really does need that supplemental rain. There are areas where the irrigation will barely keep it alive, but you need rain to keep the grass alive. Last April we discovered that Harmony had chinch bugs and they have built up a resistance to the insecticide we were using, especially on Schoolhouse Road. That area was treated several times, to no avail since the chinch bugs kept coming back. Last summer, we switched to the most potent, most expensive insecticide available, which is Arena. We applied that to Schoolhouse Road and it worked immediately. This year, we will treat the whole property with Arena and it will cost us about \$5,000. I think the instances of sod having chinch bugs this year will be very minimal, if any.

Mr. Berube stated I hope we can have more positive meetings with Mr. Locke than we have had in the past because they are not pleasant, for any of us.

Mr. LeMenager stated I want to expand on something Mr. Berube said, which is also something that Ms. Kassel has mentioned in the past and what I always mention to people in real estate when they come here in the winter and I am showing them around and they are surprised things are not all pretty and green. I think part of the problem we have is that Florida's natural color in the winter is brown, not green. I wonder to what extent we should use this as an opportunity to get rid of the incredibly wasteful St. Augustine turf. Why do we keep installing St. Augustine, when we know the chinch bugs love it and it requires an enormous amount of water, when the only reason is to create a green turf in the winter, which is not Florida's natural color? It is a never-ending battle that we will never win. Why are we using so much St. Augustine in a community that is supposed to be green? I offer that as a thought.

Mr. Haskett stated I have discussed this with Mr. Schafer. Some of the large areas, such as Five Oaks, we might want to put in native grasses and get rid of turf altogether. As we move forward with larger areas, we will consider having that done.

Mr. LeMenager stated I think you will certainly have some support from the Board if you want to do that.

Mr. Berube asked how much turf area do we have? Is it somewhere over one million square feet?

Mr. Haskett stated it is pushing four million square feet.

Mr. Berube asked is there a grass that is green the winter?

Mr. Lucadano stated generally what we see is overseeding it with rye, like what golf courses do. In the summer, it will burn off, but the problem with overseeding Floratam with winter rye is the need for pre-emergent treatments on the turf.

Mr. Berube stated it sounds like our choices are (1) St. Augustine turf, which goes brown in the winter, (2) some other grass that really turns brown, or (3) something other than turf. I am just trying to get a handle on four million square feet and how much it will cost to have a grass that stays green, but there is no choice like that. What does it cost to replace one square foot of St. Augustine?

Mr. Lucadano stated including the labor to kill it and replace it, the cost is about \$.48 per square foot.

#### **ii. Pets Getting Sick in Harmony**

Mr. Evans stated we had a lot of pets getting sick and we were trying to see if there was a nexus between the spraying application and these animals getting sick.

Mr. Lucadano stated there are three toxicity levels in the average commercial pesticides that are used. They are rated with three different tag warnings: Danger, Caution, and Warning. Caution is the lowest toxicity level, and we have never used anything higher than a caution level on this property. We always flag those areas. If the chemicals are directly ingested by a pet in a large dose, that could be fatal. But the chances of a pet directly ingesting that much chemical and that much product are very low, with the dispensation rates and enviro-transpiration rates since the product is dry within 30 minutes after the area has been treated. The chances of a pet getting sick from what we are spraying are very low.

Mr. Haskett stated this was discussed last month and it was noted that Luke Brothers had not performed any applications of pesticides since November, so the pets getting sick is not related to chemicals being used.

Mr. Evans stated this is a sensitive issue and everyone wants a strong assurance that the chemicals are not the issue. It does not negate the fact that a lot of pets are getting sick. If it is not the pesticide, then what is it? Is it something related to landscape maintenance or is it coincidence? We just want to provide a comfort level to the residents. Landscape chemicals are not the issue, but it may be something else unrelated to pesticide applications.

Mr. Berube asked if you treat an ant mound in the dog park, typically I see the ant mound with a brown granular product on it. My recollection is that is left the way it is, which is the typical application. Can we do something different?

Mr. Schafer stated we do not use a granular product anymore. We use the same chemical we use on the turf for chinch bugs, and we use it on a backpack sprayer. The products that you are referring to is a bait that we used to use, which you have to leave since it is a bait that we want them to take to their mound. The spray we are using is dry in 15 to 20 minutes, and there is no transferrable product left.

**B. Aquatic Plant Maintenance – Bio-Tech Consulting**

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

Mr. Medlin stated we provided three treatments in March, and today will be the third treatment. We are spraying emergent to try to get ahead of the spring growth. The algae problems are manageable. We have not seen too many significant algae blooms, and we

check on that in the ponds every time we are here. The second planting project is scheduled to begin tomorrow in the ponds that the Board approved.

Mr. Berube stated I realize that you are performing according to the contract and the scope of services that we gave you. I went to a stormwater management seminar last month given by South Florida Water Management District (SFWMD). One of the things that came up is spraying for algae and other plants along the shorelines of these ponds, and that is generally regarded as not the best practice. They also indicate that until 50% of the surface water is covered, you really should not manage the ponds too much. As I have observed, some of your spraying is in the center of the ponds and not on the algae. Some spraying is also along the edge of the pond where algae congregate. If the algaecide that you are spraying comes in contact with another plant, will it harm that plant?

Mr. Medlin stated no, not the algaecide itself. Sometimes there are other algaecides or chemicals that you mix with it that can damage those plants.

Mr. Berube stated some of the plants that you are treating with herbicides include bladderwort and spikerush. When I look at the SFWMD invasive plants list, those do not appear on that list. Why are you treating those plants if they are not considered invasive? I know one reason is so that we do not have hydrilla throughout the ponds. My point is that we are starting to install new plants tomorrow, but yet we have you spraying other plants in the ponds, when the purpose of plants in the ponds is to suck up algae.

Mr. Medlin stated the best reason is for aesthetics. I have a good idea of what I think you want these ponds to look like. I treat algae almost 100% because some people do not like any amount of algae. Spikerush and bladderwort are not on the invasive list, but they tend to take over the ponds with very thick mats, and they will get topped with algae themselves, which does not look good. I would think no one would accept the look of the ponds if those plants were allowed to grow. There is a balance of trying to treat those plants. When I spray, I need to be careful to spray only the noxious plants and keep the spray off the good plants. It is a matter of placement of the spray.

Mr. Berube stated I am seeking information and I am not saying you are doing anything wrong. What came out of the seminar is that spraying of any kind is generally becoming regarded as less than best practice, especially for environmental communities. I think we are going to need to change our pond management at some point and next

month I would like to discuss this in detail. We may be looking to work together on a pond management program to prevent a large amount of chemicals going in the water.

Mr. Medlin stated that is interesting because I have not been to any seminars that have said spraying is bad. In my experience, I have seen the reduction of algae and the fish and birds are not dying. We are creating something unnatural by digging these ponds and you do not always find that natural balance like you have at Cat Lake or Buck Lake. What we try to do with the chemicals is strike a balance with the plantings.

Mr. Berube stated you are not doing anything wrong because you are doing what we have told you. I think we need to modify what we are doing.

Mr. LeMenager stated to an extent, this goes along with the comments I made on the turf. I think we are doing a lot of things to make the community look a certain way. Everyone needs to be aware that there is a cost to that to try to defeat nature in the winter.

Mr. Berube stated all the fertilizer we apply to make green lawns eventually ends up in the ponds.

Mr. LeMenager stated I am in complete agreement. Perhaps we need to rethink the balance between something that looks like it belongs in Disney and something that belongs in the real world.

Mr. Walls stated I was going to bring up exactly the same thing. I am fine with a little bit of a natural look. It does not bother me in the least. I have a problem with aesthetically maintaining ponds that we do not own. I am fine with the stormwater aspect in keeping them working as they are intended to work, but not spending a lot of money to aesthetically maintain ponds that are not ours. I am not saying it is wrong but it bothers me a little.

Mr. Berube stated I would like to discuss this in detail next month since there are some simple practices that can be implemented. We can make them look good and have them work efficiently.

Mr. LeMenager stated it is not inappropriate for Mr. Berube to send us an email with that information. We simply cannot respond to it.

Mr. Moyer stated one of the residents has a question they wrote on a speaking request form. Does resident activity have an impact in anyway on the health of our aquatic plant life?

Mr. Medlin stated I noticed one resident has been weed whacking some plants at the shoreline.

Mr. Moyer stated over fertilizing will obviously cause some problems.

Mr. Medlin stated that is correct.

Mr. Moyer stated another resident has a related question. Is the algaecide harmful in any way to animals or humans?

Mr. Medlin stated the algaecides and herbicides that we use have been tested on animals to make sure they are safe. An animal or human would have to ingest an incredible amount of the product, well in excess of the label rate, before they get sick. All of our products have a caution level, just like the products that Luke Brothers uses. They work on systems that have chlorophyll and they interrupt the acid process in plants and algae. They are not like insecticides that work on the central nervous system for insects and can also harm humans. These are a completely different class of chemicals. I would say that they are very safe, especially at the rates we are using because we are not using very much of the chemical.

**C. Dockmaster/Field Manager – Buck Lake Boat Use 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.

Mr. Belieff stated the motor was replaced under warranty in the bass boat. We replaced the baffles and fittings in the solar boat and it is operational.

Mr. LeMenager stated I thought we decided to sell the solar boat.

Mr. Berube stated we did. We have been cleaning it up and replacing batteries in order to put it in the water. If we are going to sell it on eBay or wherever, I think it needs to be in the water since most purchasers will want to try it out.

Mr. LeMenager stated I would agree with that.

Mr. Berube stated our goal is to get it back in the water this week.

Mr. Belieff stated now that it is working, people are requesting to be able to use it.

Mr. LeMenager stated that is interesting, after receiving this report for months and years showing no usage, and now people will be upset if the solar boat is sold.

Mr. Berube stated I think there was a rumor floating in the community that the solar boat would not go very far and it would run out of power before you could return to the dock. That rumor had some truth to it in recent months with bad batteries, but when it goes back in the water, I will take it out for a test run to make sure it works and to be

confident of its reliability. If people start using it, perhaps we can rethink our position to sell it. We need to be sure it works, either way.

Mr. Belieff stated with the warmer weather, the kayaks are also being used more often.

Mr. Berube stated something I mentioned to Mr. Haskett is that sometime in the near future, we will probably need to spend some money at that dock. Some of the plastic electrical conduits are broken, which I repaired within the last few weeks. I also noticed that two piers are off angle. It is not a danger but at some point, we will need to reset those piers into the water and doing some other maintenance work on those docks.

Mr. LeMenager stated that is something we should include in the budget for next year.

Mr. Berube stated yes, that is a good idea.

Mr. Walls stated I noticed the new fence has been installed this past weekend. It looks good.

**FOURTH ORDER OF BUSINESS**

**Discussion Item: Fishing in Retention Ponds**

This item was discussed in conjunction with item ii under the Developer's staff report.

**FIFTH ORDER OF BUSINESS**

**District Manager's Report**

**A. Financial Statements**

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

Mr. Berube stated the finances look pretty good.

On MOTION by Mr. Walls, seconded by Mr. LeMenager, with all in favor, approval was given to accept the financial statements as presented.
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**B. Invoice Approval #131 and Check Run Summary**

Mr. Moyer reviewed the invoices and check summary, which are included in the agenda package and available for public review in the District Office during normal business hours, and requested approval.

Mr. LeMenager asked to follow up on Mr. Berube's comment earlier, is there a reason why Luke Brothers is so far behind in billing us?



Mr. Haskett stated their invoices were submitted just this week and missed the deadline.

Mr. Moyer stated regarding the question last month whether or not those invoices are accrued, as you can see in the notes to the financial statements, they are being accrued.

Mr. LeMenager stated I was certain they were.

Mr. Evans stated we received an additional invoice to be included in this list from Hydrocom Technologies.

Mr. Golgowski stated this invoice was just submitted yesterday and I still have some questions on it.

Mr. Evans stated this invoice is being submitted as though it is accurate.

Mr. Golgowski stated it may be, but I suggest holding it until next month.

Mr. Evans stated I had some questions on that invoice, as well.

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

**C. Public Comments/Communication Log**

Mr. Moyer reviewed the complaint log as contained in the agenda package and is available for public review in the District Office during normal business hours.

**D. Consideration of Resolution 2011-03 Amending the Fiscal Year 2011 General Fund Budget**

Mr. Moyer reviewed Resolution 2011-03 amending the fiscal year 2011 general fund budget for certain modifications to bring items in Luke Brothers's contract under an Assistant Field Manager position that we did hire. The Board adopted the budget but we did not make those changes to those line items. This Resolution identifies the various line items within the budget to be adjusted up and down. The net difference is that we ended up being able to add \$10,000 to contingencies while still being able to cover all the costs that we made with these adjustments.

Mr. Evans stated it is basically a reallocation of dollars to specific line items.

Mr. Moyer stated that is correct.

On MOTION by Mr. Walls, seconded by Mr. Berube, with all in favor, approval was given to Resolution 2011-03 amending the fiscal year 2011 general fund budget.

## **SIXTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

Mr. Qualls stated I appreciate you allowing me to participate by phone today. The legislative session is in full swing and there is a Bill going to the floor that we are monitoring. Mr. LeMenager made a comment earlier that it is not inappropriate for Mr. Berube to send an email to the rest of the Board. Technically, that is correct; however, I would caution you in doing that because it is out of your control at that point. If a Supervisor happens to respond to that email, then someone could argue that a meeting was taking place. I think a better practice would be for Mr. Berube to forward the information to the District Manager, who can then send it to the Board.

#### **B. Engineer**

Mr. Moyer stated based on discussions and items that come up at this meeting, if we need to invite Mr. Boyd to the next meeting, we will do that. Otherwise, we will continue with the same basic policy that the Board approved at the last meeting.

Mr. Berube stated there is an invoice in this month's agenda package for a repair to a sewer cover in December. Mr. Boyd is the one who initiated that repair. Apparently, we paid this \$475 bill, which is not a significant amount of money. Who owns the sewer system? Apparently we repaired it because the manhole cover was in our right-of-way. If that manhole cover was damaged in the street, we probably would not have repaired it.

Mr. Evans asked was it sanitary or stormwater?

Mr. Moyer stated stormwater.

Mr. Evans stated if it is part of the stormwater system, then it is a District expense. If it is the sanitary manhole, that belongs to the County.

Mr. Moyer stated I will ask Mr. Boyd to answer that question.

Mr. Berube asked if a stormwater manhole in the street is damaged, who repairs that?

Mr. Evans stated you mean the culverts that are along the curb for the stormwater system. That belongs to the County. If it is the system that comes through the easement and ties into our lakes or to any of the lakes that are part of the stormwater system, it is the District's responsibility to repair. It depends where it is.

Mr. Berube stated this was in the easement, which is why we paid the invoice. It struck me that it was not our system, but now I believe it was.

Mr. Evans stated the roadway drainage system was part of what was conveyed to the County. Mr. Boyd will know the area in question, and perhaps the narrative should have been expanded to be clearer. You raise a good point.

Mr. Berube stated there is a missing grate in the Estates. Is that a County responsibility?

Mr. Haskett stated that is being addressed and I am working on that with Mr. Boyd. We do not know if that is a CDD responsibility or not, but we have taken that on because it is a hazard.

**C. Developer**

**i. Request to Move the Buck Lake Angel Sculpture to the Schoolhouse Road/Five Oaks Drive Roundabout**

Mr. Golgowski stated this sculpture stands out there by itself, and we would like to move it to the roundabout at Schoolhouse Road and Five Oaks Drive. It is too valuable a piece of work to be so isolated.

Mr. LeMenager asked will it be covered by trees eventually?

Mr. Golgowski stated it is open on that entrance drive from U.S. 192. There are some small cypress trees in the center that we will remove and relocate down the street.

Mr. Berube stated we have a number of missing trees in other locations. Will those cypress trees work in some of those locations?

Mr. Haskett stated not really.

Mr. Walls asked what kind of base is under that sculpture? That roundabout is a big mound. Would you need to flatten that out?

Mr. Golgowski stated there is a concrete base that has a pin that is inserted inside the statute.

Mr. LeMenager stated it sounds like a great idea.

On MOTION by Mr. LeMenager, seconded by Mr. Berube, with all in favor, approval was given to relocate the angel sculpture from Buck Lake to the Schoolhouse Road/Five Oaks Drive roundabout.

**ii. Update on Pond Fishing Investigations**

Mr. Golgowski stated at the last meeting, the Board requested a ranking of ponds to be used for fishing. I provided a map of ponds that was forwarded to you by email. The majority of the ponds are owned by Birchwood and not the CDD. They were excluded in large part because they are along the golf course and present an additional hazard with

the native grasses. The main ponds are noted in white and light blue. The dark blue ponds are generally behind residential lots. There was a concern expressed by a number of residents having people fishing in their backyards. Three ponds were pulled from the list because they are somewhat remote and not frequently visited. That leaves Long Pond, which still has some limitations based on the criteria expressed at last month's meeting. It is close to Ashley Park and is convenient, but Lakeshore Park is adjacent to that access. The second request was to run a shoreline platform that might be used to help define locations designated for fishing. The request was for the District engineer to review this to make sure it did not conflict with any pond maintenance obligations. That is shown in the diagram. The third point relates to fishing restrictions, and it was noted at the last meeting that the CDD does not have the rules or policies in place that speaks to prohibiting fishing in the ponds. However, the Harmony Residential Owners Association (ROA) does have a policy in their covenants that has been adopted and it prohibits fishing and other activities in the ponds, with the exception of retrieving golf balls.

Mr. LeMenager stated I think we have an interesting situation. The CDD has never addressed a prohibition of fishing in the ponds. There is no CDD rule against it.

A Resident stated it is posted on the website.

Mr. LeMenager stated what Mr. Moyer puts on the website is fine, but that does not change the law. This issue got started because of enforceability and the problem of the sheriff addressing it. Now we have to deal with the sheriff not being interested in enforcing it. The CDD does not have a rule against it; the ROA does. That leaves us with interesting conundrum if someone from Holopaw wants to fish in our ponds, one that has easy access, it is not against the rules. I think we have an interesting problem. If you live here and agree to abide by the ROA restrictions, then you cannot fish in the ponds. If you do not live here, since CDD property is public property, then someone can come in here and fish. We have discussed not being opposed to fishing in the ponds on the right ponds. I am in agreement with Mr. Golgowski's analysis for the most part. However, the problem comes back to residents making complaints about people fishing in the ponds and what kind of signs we need to actually prohibit it. The CDD has zero enforcement powers. The only person who can enforce the rules of the CDD is the sheriff. If the CDD has no rules against something, then the sheriff is correct in not enforcing it. The ROA

does have power of enforcement, but they can only enforce restrictions against members of the ROA. If you are not a member of the ROA, you can fish in the ponds.

Mr. Walls asked what power does the ROA have over CDD property?

Mr. Qualls stated they have none. The ROA is designed to deal with common areas, whereas the CDD deals with systems and facilities.

Mr. Walls stated that was my understanding.

Mr. Berube stated I want to thank Mr. Gologowski for the detailed commentary. I come from the corporate world, and this Board has had discussions in recent months as a public body using the words "safety" and "liability." There are a number of emails that were included in the agenda package that are public record using the word "safety." That scares me from a liability standpoint. I think we need to be careful what we say when we discuss issues because then you setup a case for an attorney somewhere down the road. I am firmly in favor of leaving all the ponds open for fishing. However, there is a restriction in place, which I realize does not govern the CDD but it does apply to the facility where we operate and live with some exceptions. I do not want to see the CDD setup a policy that puts the CDD at odds with the printed ROA regulations. Based on the fact that there are printed rules regarding fishing, and I understand the exclusion, obviously there is something in writing. Therefore, I am going to be in favor of no fishing in any pond because there already is a rule that governs fishing here for residents. I do not know how we enforce it by non-residents. My recollection of the Statute regarding No Trespassing signs is that the sign needs to meet the specific standards and it also has to be stated who posted the sign. I do not know if the ROA can be that indicated body noted on the sign. Right now the CDD does not have a rule, but there is a rule for the facility in which we operate that says no fishing in the ponds. I have completely changed my position. I do not want the CDD doing things that conflict with ROA rules, and conversely the ROA doing things that conflict with CDD rules.

Mr. Walls stated the ROA rule is invalid. The ROA cannot govern public property.

Mr. Berube stated no argument.

Mr. LeMenager stated I am not sure it is invalid. If you are a member of the ROA, then you accept the rules of the ROA.

Mr. Walls stated those rules do not govern CDD facilities. We are the Board, and we govern CDD facilities.

Mr. Berube stated we have discussed this numerous times, and we really have not had any consensus. There are groups that are in favor of fishing and others that opposed fishing, and they are split somewhat in the middle. While I agree this is not a CDD-enforceable rule, at least there is a rule already, which I think should provide us with some guidance in where we are going. For all the reasons that Mr. Golgowski stated, there are very few ponds suitable for fishing, in fact, there might only be one. I think we narrowed it down, so perhaps we can adopt some sort of guidelines that mirror the ROA restrictions.

Mr. LeMenager stated the CDD is a public body. The ROA has a fine set of rules, but it is a set of promulgated rules. They are rules that were promulgated by the developer with the best of intentions, but certainly not rules that have had any public input. It is like the discussions we have had as to the evolution of the CDD Board, as it goes from being governed by the original developer and transitions into being governed by the public. To what extent do you want to start considering tweaks and different ways of doing things than were originally laid out in the rules developed by the developer? Mr. Walls has indicated he does not oppose fishing in the ponds. I do not oppose fishing in the ponds. I absolutely appreciate the comments from people who say someone from Holopaw is fishing in the pond behind my house and is not wearing a shirt. I do not think there is much we can do about that right now. We can discuss trespass, but the sheriff is not going to enforce anything that is an ROA rule. If there is not something from a governmental body, then the sheriff is not going to enforce it. If we hide behind the ROA rule, then we have spent a lot of months on this issue and all we are doing is burying our heads in the sand. What I think the people want is something that is enforceable. If they call the sheriff, he will come and with the appropriate rule, then he will have a legal reason to tell the people they have to leave. Right now, the sheriff has absolutely no basis to tell someone who is not a Harmony resident that they have to leave.

Mr. Walls stated if we were to put up No Trespassing signs all around the lake, that means to keep out and there can be no other activity there. That means that you cannot walk around the ponds; it means keep out. I see people walking around the ponds every day, and that is what we are asking them to do. We are not saying to just check out one person because he is holding a fishing pole but to check everyone out who is walking around the pond. That makes zero sense.

Mr. LeMenager stated perhaps we should discuss this further in the workshop after this meeting. From my perspective, what I would support is a rule, enforceable by law enforcement, that will prohibit fishing in a pond that borders residential property within the boundaries of the CDD.

Mr. Walls stated that means everyone has to stay out of the ponds.

Mr. LeMenager stated that is something that is enforceable. The problem now is that what we have is not enforceable. The people who live on Bracken Fern have no recourse from someone in their backyard smoking cigarettes and throwing the butts on the ground. Until we start putting up signs and have something that the sheriff can actually use to get people to leave or arrest them if they do not, we have not addressed the issue. It would be remiss for us not to address that issue.

Mr. Walls stated I think it is a great misuse of police resources to call the sheriff because someone has a fishing pole in their hand. You have a problem with someone who has a fishing pole in his hand but you are fine with someone walking around the pond. If he has a fishing pole, then we are going to call the sheriff. I am fine if there is a disturbance or someone is breaking the law and you need to call the sheriff. Just because someone has a fishing pole in their hand is not a good enough reason to call the sheriff. I want the sheriff to protect us when there is an emergency. I do not want them to think the people in Harmony are petty. I respect everyone's opinion, but that is how I feel about it.

Mr. Berube stated part of the stormwater pond management information that I learned at the seminar is about plantings around the ponds. We are not the first community to struggle with this. One of the suggestions was one of the ways people manage their ponds is to install plantings around the shoreline. One of the plants they suggest is jasmine, which is green and grows six to eight inches tall. The jasmine does two things: it absorbs the fertilizer and nutrients running into the ponds to provide a much healthier water quality issue, and it also keeps people from approaching the shoreline of the ponds. It became a deterrent.

Mr. LeMenager stated when we were having the algae discussion earlier, I started thinking that if the algae blooms are out six or eight feet into the pond, that will certainly deter fishing.

Mr. Evans stated I think we are getting off topic just a little. I want everyone to speak their opinions because that is the purpose of this meeting. But I still cannot get over the

fact that you want to ignore safety. Safety trumps everything. I care about your viewpoints, but safety is the fundamental issue. All of the rest of these discussions are second tier. If you want to ignore that fact and then say you are turning a blind eye to it, that is a decision that each individual Supervisor has to make. Every comment that I have received from residents is not to pursue or encourage fishing in ponds. Fishing is allowed at Buck Lake. Every email I have read has been opposed to fishing, and these are from the residents, the people who live here, the people who pay the assessments. I am not concerned about the people from Holopaw; we will figure out a way to deal with that issue. But we have to decide the course of action that we want to take. The issue is, do we want to allow fishing or not. If safety trumps that issue and we have a problem with fishing, that needs to be the element that we spend our time on. We need to be focusing on if we want to put up more signs. We have more signs in this community than any place else. We have a sign for everything. If we need to put up some signs that say No Fishing, then let us do that. We can have some nice decorative, permanent signs and make it obvious. A lot of this is education. If that is the direction we want to take, then let us put up the signs. The vast majority of these ponds are privately owned. Many of the other ponds that are owned by the CDD should be posted. Everyone I have talked to, the residents and property owners, have said they moved here for a reason. They were promised private and they paid a premium for their lot to be on a lake, knowing there was going to be some element of privacy behind it. I do not think you can ignore that fact, regardless of who made the representation or how the representation was made. I have not changed my position on it. I am a strong advocate for fishing. We have an appropriate fishing facility. We have a full-time dockmaster. We have these recreational facilities. We have classes and we actively promote fishing at Buck Lake. Under no circumstances will I compromise someone's safety to open up these ponds for people to fish wherever they want.

Mr. Walls stated I can produce several emails and there are several people in the audience today who have the opposite position on fishing. These are residents who pay their CDD assessments. I am not saying that we ignore safety. I am saying that we make ourselves aware of the issues and weigh the risks. We do that with all of our facilities. I take safety to heart. I have done some research on this issue. I found a study that looked at alligator attacks over the last 56 years. The study used Fish and Wildlife Commission



data from Florida, and over the last 56 years, 15 people have died from alligator attacks. This is across the entire southeast United States. That works out to one person every four years. The study also showed what those people were doing when the alligator attacked them. One of those people in 56 years was fishing. The rest of them, almost all of them were swimming in the water where the alligators were.

Mr. Evans asked does the report indicate how many pets were snatched off the lake banks and how alligators have lost their fear of humans because of the fishing element?

Mr. Walls stated that is an element. This is about people. I am looking at safety for people. I also looked at dog attacks. In the course of one year, over four million people are bitten by dogs. We have multiple dog parks here. Are we fine having those parks while ignoring the safety problems there? According to the Center for Disease Control, almost 400,000 people every year are treated for dog bites.

Mr. Berube stated our own employee was bitten by a dog last month.

Mr. Walls stated we are not ignoring safety. We are not saying it is not a problem in our dog parks. We are saying that it is a risk we are fine living with. My employer has a list of drownings in Orange, Osceola and Seminole Counties over the last 10 years, and 147 people have drowned in the last 10 years. The number of people who drowned in a retention pond was eight over the last 10 years. None of those people were fishing. They were toddlers who wandered away from home when no one was watching, or they drove their car into the pond and were unable to get out. None of those people were fishing. We are creating risks and safety problems that are actually far less than what we are experiencing in some of our other facilities, and we are fine with those in other facilities because we rely on people to use common sense and to do the right thing when they are at the facilities and to follow our rules. Is there a safety risk by standing on the edge of a pond bank fishing? yes, but I would argue that it is less of a risk than are at some of our other facilities, including sending them out on a boat in the middle of a lake where the depths reach 16 or 17 feet. We cannot blow it out of proportion.

Mr. Berube stated I agree that we have a managed risk. I am pro fishing. My concern at the moment is that I do not want to set a precedent. If the CDD takes the position to allow fishing, and on the opposite end of the same facility, there is another rulemaking body that says there is no fishing. I cannot see how we can allow it.

Mr. LeMenager stated but we do allow it today.

Mr. Walls asked why does it matter?

Mr. LeMenager stated let us be clear. Fishing is 100% allowed according to the rules of the CDD, simply because it is not prohibited.

Mr. Berube stated if we adopt a rule that says we will allow fishing, then the CDD has now said it is acceptable, while the ROA has a rule that says it is not allowed.

Mr. Walls asked why are we adopting any rules on this issue at all?

Mr. Berube stated that is what some people are requesting.

Mr. Moyer stated I will address Mr. LeMenager's comment and the way staff interprets this. If we receive a call asking if fishing is permitted on a Harmony CDD pond, the answer that we will give is no. First, what is the purpose of the pond? The purpose of the pond is for drainage. If you are not doing something directly related to drainage, then no, you are not authorized to use that pond. In the absence of having a policy that permits it, our standard response is that it is not allowed because you are not doing something that is directly related to the purpose of the pond.

Mr. Walls stated the engineer sent me a document yesterday that laid out our stormwater plan that listed six purposes for our ponds. The sixth purpose is recreational facilities. That is in our stormwater plan. I commented to Ms. Burgess that an orientation package would be nice for new Board members, and this is something that should be included in that package. Our stormwater plan says that these ponds are intended for recreational purposes.

Mr. Dan Miller stated I live on Bracken Fern and I attended this meeting last month on this same issue. My wife and I are strongly against fishing in the ponds. The fundamental issue in my mind is the intent. I am baffled. Whether this is CDD property or ROA governed, the fundamental issue is, what was the original intent or the legality between CDD public property and the ROA. We bought our home in this community. We paid a premium for our lot so that we would have a view and a level of privacy. Yesterday we were treated to three children who do not live in Harmony. Mr. Druckenmiller asked them to leave. They live in St. Cloud but they came in here to fish in the pond behind our house. Why should we have to put up with that? The ROA restricts fishing, so why do we want to open this up for anyone to come in off the street and go fishing in our community? I do not understand that. There is an undesirable element in allowing that to happen. If you do not live on a pond, you do not have to deal

with an alligator that is now much tamer and starts coming up into our backyard. The point is that we end up having to deal with the trash and people walking around the pond. The issue is not people walking around the pond. The issue is not trespassing. You do not need to put up No Trespassing signs. All you need to do is put up the proper No Fishing signs. I do not think anyone objects to people walking around the ponds. It has not been an issue until this year and we are seeing outsiders in our backyard. I asked a couple guys to leave who did not live in the community, and they left. They did not know fishing was not allowed. Post the signs if that is what it takes. Getting back to the issue of what is the fundamental intent when the community was setup, everyone who purchased their homes here knew what the rules were. They knew that fishing was expressly prohibited. Whether or not it was the right governing body, it is in the ROA documents.

Mr. Walls stated to your point, I would suggest that it has to be the right governing body. To put up a sign that says No Fishing, we have already done that. They are in some of the ponds now but the point is that those signs are not enforceable by anyone.

Mr. Miller stated if you need to make a change to make the signs enforceable, then do it. Do not go back and change the rules.

Mr. Walls stated we are not changing the rules.

Mr. Miller stated the rules were established when we purchased our home. We read every document and they were very clear that there is no fishing and no boating in the ponds. Where do you draw the line? That is why we purchased our lot on the pond because of those rules. We would have this lovely view across the pond and it would never be developed on the other side. We read that we would never have to deal with people fishing in the pond. We lived on a lake before and we knew what that could be like. We did not want that here. That was the intent. If there was an overlook when someone setup the original covenants of the community, then fix it. Do not say that since it was the wrong governing body you can hide behind it. I think that is wrong. You have to look at what people bought into.

Mr. Walls stated if we were to put up No Trespassing signs, that means for everyone to keep out, including people who walk around the pond.

Mr. Miller asked why do you need to put up No Trespassing signs?

Mr. Walls stated that is the only way it can be enforceable.

Mr. Miller asked why can you not just put up No Fishing signs?

A Resident stated if I am at the pool at midnight and a sheriff comes up to me, I can show him my key indicating that I have a right to be there, but I am breaking the posted rules and the sheriff will tell me to leave.

Mr. Miller stated I thought I heard in this discussion that the issue was the No Fishing signs that were posted were improper because they did not have the Statute, did not list the governing body, and were not posted frequently enough, which is every 500 feet.

Mr. LeMenager stated that is correct.

Mr. Miller stated I never once heard that we need to post No Trespassing signs. The issue is fishing and what that brings into the community, not people walking around the pond. That is part of living here.

Mr. Berube stated the attorney provided guidance that the No Fishing signs were not enforceable by law enforcement because they did not conform to Florida Statutes for No Trespassing signs. The No Fishing signs may work but most of the signs disappeared. If we are going to do that again and we can try it, if it keeps people away, that is great. After repeat calls to the sheriff's office for "enforcement" of No Fishing signs, I can see at some point the sheriff will say they are responding without any authority to enforce those signs. If we need real enforcement of this, meaning they issue trespassing citations, then we need a sign that says No Trespassing that lists the governing body and has to meet the Florida Statutes, which includes being posted every 500 feet and going around corners. The question becomes, do we want to spend the time and money and sacrifice the aesthetics to install No Fishing signs, which may or may not be effective, and if they are not effective, we may not be able to get them enforced; or do we want to go through the steps to install No Trespassing signs. There is a lot of speculation, and I can appreciate what you are saying. If I lived on a pond and had people in my backyard, I would be concerned. As I have said before, the ponds are wide open and people should be allowed to fish; however, I see a rule in this community, the same one Mr. Miller saw, that says no fishing. I do not want the CDD to adopt a rule that goes against any other existing rule.

Mr. Evans stated the fundamental issue that several people are raising is the actual language on the signs that need to be posted. Can we have a sign that says No Fishing, Violators May Be Charged With Trespassing? We would also indicate the Statute.

Mr. Qualls stated I will need to research that. I know you can put a sign that says No Fishing, and you can cite that to a rule. You should then work with the Osceola County sheriff to make sure they are aware of that rule and be prepared to enforce that rule.

Mr. Evans asked is that any different than the signs at the pools listing the pool hours and saying you cannot be there after hours or else you will be charged with trespassing?

Mr. Qualls stated no, not in my opinion.

Mr. Evans stated so we can allow people to walk around the ponds but just not allow fishing in the ponds. If you do come in there to fish, you could be charged with trespassing, provided the District implements a rule that supports that position.

Mr. Qualls stated I believe so. I would have to look into the criminal trespassing language to see what constitutes trespassing, but certainly I think you can have a sign around the ponds, just like at the pool, that would say No Fishing. Clearly that is within the District's ability to install such a sign.

Mr. Rich Martz stated I live on Bracken Fern and I want to thank you for investigating this issue rather than just deciding what you want to do and voting. I think part of your obligation is to investigate these issues and see what the consequences would be for such a rule. I feel the same as others have indicated, where we have some things in writing and other things verbalized. The CDD website does indicate there is no fishing, so perhaps that needs to be removed. I spoke with the golf course and asked them how they would feel if we came to fish in their pond, and they responded that they did not want their ponds to become a public park or something to that effect. We have a reputation for really good fishing in this community, which I discovered when I asked someone who was not from Harmony but was fishing out here. I hope this is something we can do something about. The quality of life issue in bringing potential predators into our neighborhoods because it is a fishing destination is crazy. The environmental issue of having the plant life harmed does not really apply. The safety issue or legal issue, I do not think we want to lose money defending a lawsuit that is easy to avoid. All we need to do is not allow fishing. It is not a matter of "if" it will happen; it is a matter of "when." It is only a matter of time. I love to fish here, but we live in a litigious society and people look for trouble all the time. Please do not seek to undermine our community by overturning the existing rule for fishing in the ponds.

Ms. Joan Becker stated I live on Bracken Fern. Comments have been made on aesthetics of the sod and mulch and how that looks. You can control that with Luke Brothers but we cannot seem to control people legally who come into this community. If we can allow fishing in the ponds, then can we allow swimming and whatever other water activities people want to do on those ponds? I am protective of Bracken Fern because anyone who wants to get to that pond has to go through my property. I do not think that is legal. If you are thinking about safety, that is an issue. Mr. Walls raised some information that not many people die in ponds from fishing, so safety may not be the only issue. Aesthetics might be another issue you should consider. People bought their homes with certain expectations, not with the idea of people sitting on the grass by a pond in their backyard.

Mr. David Leeman stated one of the things that has not been addressed is what liability the CDD might have if someone gets hurt or killed while fishing in the ponds, swimming or any other activity. If there is any kind of liability for a lawsuit, then you really should prohibit it. We cannot afford to defend ourselves in a lawsuit or to pay out money for a settlement. If there is no liability, then you can decide one way or the other. But if there is any liability whatsoever, then you have to guard against that, no matter how much you like fishing. I like to fish and I am not against fishing the ponds, but I am against having the liability that the CDD would have to defend itself against and/or pay. Is there such a liability? The CDD Board does not actually have to decide. It is possible that you can put it on a ballot as a referendum and let the voters decide. If 90% of the people do not want fishing and you adopt a fishing rule, then they will be unhappy. If 90% of the people do not want fishing, then you really should not allow it. If 90% of the community wants to have fishing and there is no liability for it, then go for it. Having a referendum seems like a good idea since people have spoken to their neighbors and many are in favor of it and many are against it. If you have no liability, place it on the ballot, see how the votes fall.

Mr. Qualls stated in today's society, there is liability. The issue can get complicated, but the District, as a government, has sovereign immunity from tort liability. The Legislature has set a cap, I believe at \$100,000, but there can always be a claims bill to try to get an award of damages above that cap.

Mr. Walls stated that can be for anything.

Mr. Qualls stated that is correct.

Mr. Walls stated someone can sue me for not liking the way I dress for these meetings.

Mr. Berube stated you need to have standing, cause, and damages. Those are three significant thresholds. Having said all that, we are liable for everything. It is just the way it is.

Mr. Dennis DeMaria stated my comment concerns the impact on the wildlife. If fishing is allowed, it is possible that an alligator will need to be removed. It will also affect bird life by impacting the crane nesting areas. I am concerned about removing alligators and the impact on wildlife nesting.

Mr. Evans asked are we going to continue to discuss this? Are we ready to take action in one direction or another? Or are we going to ignore it and let it continue?

Mr. LeMenager stated I am in favor of the CDD adopting a rule that will officially prohibit fishing in any pond that borders residential property within the boundaries of the Harmony CDD. Then we can post signs that will be legal and enforceable by the sheriff. I appreciate what people have said but the only body that can enforce anything is the sheriff. Many times you can simply tell someone fishing is not allowed, they will say they did not know and leave. What happens when you come across someone who is belligerent who will not leave? There is nothing we can do today against that person. I am hearing that the residents on Bracken Fern are totally fed up with people from St. Cloud and elsewhere fishing on their private pond. I support that 100%. To me, the solution to that is we adopt a rule. We will have a public hearing on rules next month so we have the opportunity to add that to the agenda and include it as an official rule.

Mr. Evans stated since we are having a rulemaking hearing next month, I would like Mr. Qualls to research the proper language if we decide to post the CDD ponds for no fishing and what the repercussions would be as well as the applicable Florida Statute, similar to the signs at the pool. We can restrict certain activities at all of our facilities if we think it is in the best interest of the community and the residents.

Mr. Qualls stated Mr. LeMenager is correct; the Board is not in a posture at this point to adopt a rule but there is a workshop following this meeting and a hearing next month. I will do that research and look into it and forward a draft to the Board.

Mr. Evans stated if the Board decides to implement a No Fishing policy on all or some of their ponds, we need to know the language that will be on these signs and what will be the spacing—I understand it is 500 feet—and what will be the plan of action to implement an enforcement of those rules, just like we do around the pool.

Mr. Walls stated I am mostly in agreement with what Mr. LeMenager said. I understand the concerns that residents have of people coming in their backyards. The only thing I disagree with is that it is a private pond for the people who live on Bracken Fern. That is not the case. That is a CDD-owned pond, so I think we need to be careful on how we limit access to our ponds. I am fine with selectively placing No Trespassing signs, and I am interested to hear from the attorney if we are able to do selective No Trespassing signs as far as activities. I am fine with placing them around certain ponds, provided that we have the assurance that most of the people who have property directly adjacent to those ponds want fishing. We are hearing from some people today. After Ms. Jeanna McGinnis sent her email, I went and counted, and there are over 20 houses whose property abuts that pond. Do all 20 people want no fishing? Do 10 or five of them? I do not know. I would be more willing to make that decision one way or the other if I had an understanding of where those people stood. I will not ever vote for a hard rule that restricts fishing in all ponds, especially those that do not touch a residential property.

Mr. Evans stated we have time to think about this. We will consider it next month and we will receive some input from Mr. Qualls.

A Resident stated Bracken Fern has been the most involved in this issue, but I do not want our street to be the only one involved in this issue. Trash is not the only concern, either, so in your final analysis, do not think it is just Bracken Fern or ponds next to residential units. The pond next to Clayburn is starting to see evidence of people digging holes in the bank.

Mr. LeMenager stated that has nothing to do with the CDD; you need to talk to the golf course since they own the ponds. Please understand only nine ponds belong to the CDD. If you are talking about a pond that does not belong to the CDD, I am sure the golf course would be more than happy to have people arrested who are digging holes in their ponds. That is private property.

#### **SEVENTH ORDER OF BUSINESS**

#### **Supervisor Requests**

There being none, the next order of business followed.



## **EIGHTH ORDER OF BUSINESS**

### **Audience Comments**

A Resident stated one thing to think about, I live on Bear Grass Road and there is a big pond there. I saw a group of people drive up to the sidewalk and setup a camp with coolers and fishing poles and eight or ten people. If you open up the ponds for fishing, that is what is going to happen at those ponds. A lot of people come in here from outside Harmony to fish.

A Resident stated the retention ponds belong to the CDD and the bank is about a foot wide, but since they are as deep as 17 feet, that is very dangerous for a child.

A Resident stated I live in Ashley Park across from the pool. Is it possible to have a sign at the front gate instead of inside at the pool? Then when people want to get into the pool at 3:00 a.m., they have no argument about not seeing where it says they cannot access the pool. Also when younger kids come into the pool area, their parents drop them off and do not see the age restriction.

Mr. Berube stated when we install the new gates with the card readers, there will be no access for anyone under 16 years old, so that problem will fix itself.

Mr. Walls stated that is true, but I still think having a sign posted at the gate is a good idea.

A Resident stated to park at the school at Clayburn, students have to pay a fee and it allows only 25 cars. There are often fights, and the other day someone did a donut and left an oil slick on Clayburn right by the tunnel. The sheriff has come out to deal with the fights. Kids hang out there before school and there are cigarette butts all over. They cause a lot of noise, and many residents in that area are snowbirds and may not wake up at 7:00 a.m. They also do not want to hear the kids with their big trucks and 35-inch tires. I spoke with the County and they said we could put non-official No Parking signs on that strip. It is not enforceable, but the traffic department said we could install those signs.

Mr. LeMenager asked what is the point of non-official signs? If we cannot get the sheriff to give the kid a ticket, what is the point?

The Resident stated if I see a No Parking sign, then I will not park there.

Mr. LeMenager stated I can appreciate that, but I have a feeling kids in their trucks will not care.

The Resident stated we put up two signs Drop Off and Pickup Only, and kids are not parking there. They are parking from that point on. This is a master-designed community

and I would think the design did not plan that as parking for school kids. The condominiums are not selling because of the cars in that area.

Mr. Walls asked is that our right-of-way?

Mr. Berube stated the streets are clearly not ours. Who is maintaining that area from the sidewalk?

Mr. Haskett stated the District. Perhaps a better way to address it is to work with the school.

Mr. Berube stated this happened last year so a resident met with the principal, and the problem was resolved very quickly, but now it is back.

Mr. LeMenager stated the sheriff has an office in the school and there are two officers.

The Resident stated I talked with them already, and they said to put stickers on the cars, but I am not going to do that. When this community was planned, you should have known kids were going to park on that strip.

Mr. Haskett stated it is about 24 feet wide and it was designed for parking on both sides.

Mr. Walls stated that is where we get into an issue where we put up a sign where something is legal to do.

Mr. Berube stated we could try to put up some signs since they are not very expensive to see if it alleviates the problem for the people who live there.

The Resident stated the sheriff said that they cannot enforce the signs, but it will scare the kids away.

Mr. LeMenager asked did the County install the Drop Off/Pickup signs?

The Resident stated I believe they did.

Mr. Haskett stated that is because we convinced the County that is the designated drop off and pickup area.

Mr. LeMenager stated then we should convince the County to adopt an Ordinance that does not allow parking on the other side of the street.

The Resident stated the sheriff said that the CDD has to post the signs since I cannot, and their Board has to agree to it but they are happy to provide enforceable signs in that case.

Mr. LeMenager stated I find it hard to believe that a resident cannot do that.

Mr. Haskett stated all that sign will do is push the parking to the other side of the street. If they cannot park there, then they will park in front of the condominium units or they will park around the corner.

Mr. Walls stated then you just move the problem.

The Resident stated you have not done anything about this in three years. UPS will not deliver packages there because the delivered packages are disappearing. This age group has the highest rate of theft. The sheriff was there last week for a brawl.

A Resident stated these all sound like separate issues, but they are not. Kids pull up in their big trucks. People are smoking pot behind my house. I do not understand why you do not do anything. We want a community that is nice and green and family friendly, but when it comes time to do something about it, you just want to sit here. These are all separate incidents but they are all connected.

Mr. Walls stated you have to understand that it is different when you are a Supervisor sitting on this side of the table. We are bound by law and cannot make State Statutes that say you can or cannot do a certain thing.

The Resident stated then at least exert some effort.

Mr. Walls stated I agree with a lot of what you are saying, but there are already laws in the State of Florida. I work for Orange County, and this sounds like a County issue since kids are parking on a County roadway.

A Resident stated it is a County issue, and we have to fill out paperwork in order to install signs.

A Resident asked if that is the case, why would Mr. Walls complain at an HOA meeting about parking?

Mr. Walls stated that was a legal issue.

The Resident asked and you are saying this is not? What is the difference?

Mr. Walls stated they are parking illegally on the roadway.

A Resident stated if the CDD or whoever owns that property, they should post a sign. If I owned that property, then I would post the sign myself.

Mr. Gologowski stated part of it is being driven by the parking fees that are being charged by the high school, and that is something that we should be looking at.

Mr. Berube stated I will take this to the County and the School Board rather than the school directly. I will speak with Tom Long and see if we can get this addressed at a higher level. I will do this as a resident.

A Resident stated the person I spoke with in the traffic department said you can post a non-official sign to try to scare the kids away. You just cannot call to have the signs enforced.

Mr. Berube stated I understand. I see this as a school issue because the school is driving the kids away for whatever reason: the kids do not want to pay the parking fee, the kids want to be free to leave during the school day, or whatever. That impacts the quality of life on the residents in our community. I will push it back to the School District and let them handle it from there.

The Resident stated I appreciate that. One of the issues in parking on both sides of Clayburn is emergency vehicles cannot get by, so it is a concern to allow ambulances, fire trucks and other emergency vehicles access in that area.

A Resident stated I suggest this gentleman attend the neighborhood watch meetings.

A Resident stated I live on Bracken Fern. Related to the comments about people fishing in the retention ponds, I remember six or seven years ago Harmony was getting the reputation as an upscale community that was under construction and was not very carefully policed. The result was vans pulled up and vandalized houses and stole appliances. Teenagers were causing damage at Buck Lake before we got a security setup. Teenagers were burglarizing cars that were parked in the neighborhoods. We now live in a more secure community, but I also think we need to underscore the issues regarding safety and security. If a single retention pond in Harmony gets the reputation for being open to everyone as a recreational destination, you will see young kids with beer, high school dropouts, and other undesirable activities happening at that pond day and night, people doing whatever they want in our community. That is a bigger risk than I could acknowledge for our children, ourselves and our property. Why do we want that kind of a reputation? If we can prohibit swimming in our ponds, then we certainly can prohibit fishing.

Mr. Leeman stated speaking to the pond maintenance issue, I find it a little disturbing that they are spraying spikerush plants. We have been putting spikerush into the ponds because they suck up fertilizer and they create a habitat for birds and other wildlife.

When we moved the spikerush to other ponds, we saw the birds nesting in them as the vegetation increases. As the spikerush takes over the ponds, I would think that is a good thing.

Mr. Golgowski stated the spikerush that is causing problems is the slender spikerush. It is different than the plants that have been installed.

Mr. Leeman stated if the spikerush and other plants take over the edge of the ponds, that will certainly make it harder for people to fish in the ponds. It is a benefit to the wildlife, so I think we should continue doing that. Regarding Luke Brothers, my concern is that their contract expires in September. If you want to replace them, you need to put it out for bid. I would like to know the last time this contract was put out for bid and be ready to go out for bid before September and then make your decision about Luke Brothers at that time. If you give them notice that you are going out to bid by June, then by June you also need to decide whether or not you will terminate their contract. It would be nice to do all of that by September to make it easier and allow another company to make the transition.

**NINTH ORDER OF BUSINESS**

**Adjournment**

The meeting adjourned at 11:15 a.m.

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Gary L. Moyer, Secretary

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Robert D. Evans, Chairman

## MINUTES OF WORKSHOP HARMONY COMMUNITY DEVELOPMENT DISTRICT

A workshop of the Board of Supervisors of the Harmony Community Development District was held Thursday, March 24, 2011, at 9:00 a.m. immediately following the regular meeting at 7251 Five Oaks Drive, Harmony, Florida.

Present from the Board were:

Robert D. Evans	Chairman
Mark LeMenager	Vice Chairman
Steve Berube	Supervisor
Ray Walls	Supervisor

Also present were:

Gary L. Moyer	Manager: Moyer Management Group
Tim Qualls ( <i>by phone</i> )	Attorney: Young vanAssenderp, P.A.
Brenda Burgess ( <i>by phone</i> )	Moyer Management Group
Greg Golgowski	Harmony Development Company
Todd Haskett	Harmony Development Company
Residents and members of the public	

### **FIRST ORDER OF BUSINESS**

### **Roll Call**

Mr. Evans called the workshop to order at 11:25 a.m.

Mr. Evans called the roll.

### **SECOND ORDER OF BUSINESS**

### **Discussion of an Amendment to Chapter 1, Rule 1.5 of the Rules of Procedure Relating to Access to Parks and Recreation Facilities**

Mr. LeMenager stated I think it is very wordy the way "Resident" is defined, and the fact that it is done twice. That is a lot of detail. You could have a much simpler definition of who is a resident. I think a resident is someone who owns or lives in property within the boundaries of the District. The rules frequently reference "Harmony" and there is no definition for Harmony. When we define residents, we need to talk about residential property within the boundary of Harmony CDD.

Mr. Qualls stated I am open to any suggestions to make things clearer, which is why I think these workshops are so valuable. I will make that definition more straight forward, perhaps to say that a resident is someone who owns property or lives within the boundaries of the District.

Mr. LeMenager stated that is nice and short and simple.

Mr. Evans stated I originally drafted that particular section, so let me explain why it was drafted that way. We are talking about who has access to these facilities, and it comes from a number of classifications. Throughout this document we refer to “residents” having access to these facilities or a non-resident. The definition of resident is not just someone who owns property in the District. They may have a tenant in their property, and that tenant has access to these facilities. If they are a resident of another State and this is a second home, they still own property here and they still have access to these facilities. What I was attempting to do with the definition was to describe as many of the occupied conditions, which is why I expanded it. Whether or not it needs to be repeated multiple times, I do not know.

Mr. Walls stated I am fine with the detail. The more detail, the better for me. I do not think it needs to be repeated twice. Perhaps you can provide for definitions and then just use the term “resident” throughout the document.

Mr. Evans stated I am trying to maintain some sort of consistency. If someone wants to use the Buck Lake facilities and that is the only section they read, they will only see that component part. Then they may turn to the section referring to the swimming facilities. They have a tendency just to read the parts of interest to them. I do not have a problem with the redundancy of it because a lot of them just do not read everything.

Mr. Walls stated that is not a big issue for me.

Mr. Berube stated we may add other facilities later that need further definition.

Mr. Evans stated you can pull out one excerpt instead having to go through it and look for the definitions relative to that.

Mr. Berube stated I think it is fine.

Mr. Evans stated I want to raise a question about the cards and the access. Are we in agreement with the language on page 5? Or should we discuss this document page by page?

Mr. LeMenager stated I think “Harmony” needs to be defined as within the boundaries of the Harmony CDD.

Mr. Qualls stated these rules are a subsection of the overall rules of the District. I believe that it would be clear from that standpoint, although I am always in agreement that it helps to make things more clear. Wherever “Harmony” is used in these rules, it is referring to the Harmony CDD.

Mr. Berube stated the title does say that when you read it.

Mr. LeMenager stated it does not say that. We have a number of facilities that were built and paid for by this CDD. We know there are plans for other CDDs which will also be generically called "Harmony." I would like to go on record by saying that these amenities that we have built so far are built for this CDD. To the extent that the other Harmony CDDs eventually wish to use them, that is something for us to consider at a future date. I would like to make it very clear that these are the rules that apply to residents of this CDD.

Mr. Evans stated it sounds like you are simply asking for the insertion of "CDD" anywhere it references "Harmony resident," so that it reads "Harmony CDD resident."

Mr. Berube stated the title already refers to the Harmony CDD. The other Harmony Districts are Harmony Central CDD and Harmony West CDD. I think the title already covers it and if we look at the bigger set of rules, it is addressed. I presume we can simply add the specificity to refer to Harmony CDD.

Mr. Evans stated I suggest we reference "Harmony CDD resident."

Mr. Qualls stated I like that comment. In section 2.1(a)(1)(i) will read "a property owner that currently resides in their home within the boundary of the Harmony Community Development District."

Mr. Evans stated I like the definitions. I tried to cover all the bases because we will always receive the question of how it applies.

Mr. Berube stated several months ago we discussed ages for access to the docks. Section 2.1(c) refers to 12 years old for access to Buck Lake. While I am fine with that insertion of age and I think it is probably appropriate, we debated that a little and decided to leave the definition as "children" with no specific age requirement. I do not know if that was a good move or a bad move.

Mr. LeMenager stated I think the problem you have there is now that we are going to have identification cards, do we need a specific cut-off age. We are discussing how to issue access cards, and I think our plan is anyone 12 and older will receive a card. While our thought was that it is up to the parent to decide when someone is a child and when someone can go to the docks unsupervised, now we actually have a need for a specific age. I was thinking that our basic feeling was that children 12 and older can go to the docks and go fishing, but if you want to get into the pools, you need to be 16 or older.



Mr. Berube stated that is exactly right. We discussed different levels of access for the cards.

Mr. LeMenager stated that is correct. For unsupervised use of the dock, the child has to be 12 or older and for unsupervised use of the pools, the child has to be 16 or older.

Mr. Berube stated we have conflicting information on the signs at the pools: one says 16 and one says 18. If we are going to make that determination, then we will need to correct the sign.

Mr. LeMenager stated that is correct. I am fine with the age being 16 for unsupervised access to the pools.

Mr. Golgowski stated in order to use the boats, we have a sign posted that you must be 18 or older.

Mr. LeMenager stated that is fine for the boats because that is different.

Mr. Walls stated that is fine.

Mr. Evans stated section 2.1(c) will stay as written, to provide they must be 12 or older with a valid identification card.

Mr. LeMenager stated that is correct.

Mr. Evans stated then when we get to the rules for the pool facilities, the requirements are spelled out. We have identified the age for the issuance of the card but not for the access to the pool.

Mr. Qualls stated if the same card opens up the docks and the pools, I do not think you can give a card to a 12-year-old kid for fishing that will also allow him to go swimming.

Mr. LeMenager stated the card system controls what cards open which gates. That is not a problem.

Mr. Walls stated for the pools, Section 3.1(e)(i) has the age identified in the paragraph that will sunset after 60 days.

Mr. Qualls stated I will correct that.

Mr. Evans stated I would eliminate the age in Section 3.1(e)(i) and then have a separate sentence similar to what we have for the docks. So Section 3.1 would have a statement that "Pools are open to children aged 16 and older with a valid identification access. Children aged 15 and under must be supervised by an adult." That would be a separate section that will be applicable to the pool facilities.

Mr. Haskett asked under Section 3.1(e), would it make more sense to have that separated out into its own category?

Mr. LeMenager stated I agree. There should be a card issuance section. We are trying to do too much. There is nothing in the dock section that tells how to get a card. Perhaps we need a completely separate section on how to get an access card.

Mr. Qualls stated that is a good idea; I will make that change.

Mr. Berube stated 60 days after the effective date, that whole first paragraph will no longer apply anyway.

Mr. Walls stated Section 3.1(e)(2), the way it is written sounds like each resident will be entitled to four cards. I thought we were going to give cards to everyone, no matter how many in your household.

Mr. Berube stated we said for the first 60 days, there will be no charge for the cards with a limit of four per household.

Mr. Walls stated I thought we were giving them *carte blanche* to everyone.

Mr. Berube stated no, that is not what we said. We limited it to four per household at no charge. After 60 days, then they are \$10 each.

Mr. Qualls asked four per household or per household member?

Mr. LeMenager stated each member receives only one card, but the household can receive a maximum of four.

Mr. Berube stated we might consider changing this, but last month we discussed limiting the issuance to four per household for the first 60 days. That is what is memorialized in these draft rules.

Mr. Walls stated I thought we discussed if you live here now, you will receive a card during the first 60 days.

Mr. Evans stated when we first issue cards, there was a discussion that all the residents will receive a card under one of these definitions. If you are a resident under one of those categories, then you are entitled to a card. In essence, you could issue 10 cards to a combination of residents: the owner and their tenants. You could issue a lot of cards for one unit. If the home is sold and someone else purchases the home and moves in, that new owner receives four cards and any additional cards are \$10 each.

Mr. Walls stated I am fine with that. I would hate to penalize someone who buys a new house and has to pay \$10 for each card for the facilities that they are already paying for. I think if you buy a home, then you should receive free cards.

Mr. LeMenager stated that is fine for new purchases.

Mr. Evans stated it can apply to new residents, whether it is a new house or a previously owned house. Getting back to the first 60 days, if you qualify as a resident, you receive a card.

Mr. Walls stated that is my understanding.

Mr. LeMenager stated I am in favor of that.

Mr. Evans stated there is no limit on the number. We are trying to get the cards to people. After that 60-day period is up, if you lose your card, it will cost \$10 to replace. If someone else comes to request a card because they did not receive theirs during the first 60 days for whatever reason, we will issue up to four cards for that address at no charge. Any additional cards are \$10 each.

Mr. Berube stated yes.

Mr. Evans stated it does not matter the reason: they lost their cards, they just moved here.

Mr. Berube asked how do you handle people who purchase a property and move in after the first 60 days? The people who live here now have paid for this system because it is included in the current budget. A person who moves here tomorrow did not pay any CDD fees.

Mr. Walls stated they own the property.

Mr. Haskett stated someone is still paying CDD fees.

Mr. Berube stated yes, but the former owner left.

Mr. Evans stated his fees were prorated as of the sale date.

Mr. Berube asked how long into the future are we going to issue free cards? Forever?

Mr. Evans stated as a point of clarification, during the first 60 days, they are all free provided you meet the definition of resident. Is everyone in agreement with that?

*The Board indicated unanimous agreement.*

Mr. Qualls stated what I have now is that every resident in Harmony shall be entitled to a picture identification access card at no charge so long as the resident is authorized pursuant to the appropriate section to utilize the facilities, which will sunset after 60 days.

The next provision will say that each Harmony CDD resident shall be entitled to four picture identification access cards per household.

Mr. Evans stated I want to address the first 60 days. When this program starts, during the first 60 days, if you are a resident under the definition that we have defined as a resident, you receive a card if you are 12 years and older, free of charge.

Mr. Qualls stated that is correct.

Mr. Evans stated when this provision sunsets, we need to decide the policy going forward.

Mr. Berube stated a limit of four cards per household at no charge and then \$10 each after that. This will cover the majority of residents in Harmony anyway. I am not sure how many families larger than four are living here. I think it is a relatively small number.

Mr. Walls stated I am trying to avoid penalizing someone for buying a house and moving here. I think four free cards is fine. I think the wording needs to be changed around.

Mr. Berube stated the majority of people who live here are two adults and two or fewer kids. If the kids are under 12, there is no requirement to have a card anyway. To the point about a penalty, anyone who might be getting penalized by the \$10 could still end up paying zero. It sounds like we are all in agreement on four free cards per household and any additional cards at \$10 each, after the first 60 days.

Mr. Qualls stated the first rule that sunsets entitles everyone to a card.

Mr. Berube stated that is correct.

Mr. Qualls stated that rule will go away and then what will be left is a rule you are contemplating that says each household is entitled to four cards per household. One, I do not know how we define household. Two, I do not know how to enforce that. Why not simply say that each resident is entitled to one card but after that, all replacements are \$10?

Mr. Haskett stated right now, we only allow them two keys.

Mr. Berube stated that is correct, but we are expanding this. We are making it so that everyone will have a card. Right now they can pass that key around to 12 people and we do not know who they are.

Mr. Haskett stated you could limit the number to two cards.

Mr. Berube asked is the question from Mr. Qualls, how do we know how many people are in each household and have been issued a card?

Mr. Qualls stated my first concern is what is a "household." I know that the language can make that clear and I think it is something that should be clarified. Second, how are you going to be able to enforce how many cards have gone to each household and those types of things?

Mr. Berube stated I think we addressed "household" as being one single address. When people are issued a card, it will be issued through a computer and there will be a data base that identifies that card and to whom it is issued. We can sort that data by any number of ways, including specifically by address. So we will know who has the cards, what the identification number, and all that information. We can look at a particular address and know how many cards have been issued. That is how we quantify the number of cards.

Mr. Evans stated there are not very many families who will need more than four cards. There are a few. Why argue with it? We do not even need a 60-day waiver if that is the case. If we say that you are a resident, then you receive a free card. A replacement card is \$10.

Mr. Walls stated that is awesome.

Mr. LeMenager stated I would support that.

Mr. Evans stated we are making a complicated rule for a possibility of just a few people. We will provide the definition of "resident" and if you are a resident, you are entitled to a free card at any time. If you lose it, then we need to replace it, which means we deactivate your previous card and issue a new one for \$10. That is to eliminate someone coming in every day to request a new card.

Mr. LeMenager stated then it has value.

Mr. Evans stated if you lose it, that does not mean that you gave it to your friend because we are going to deactivate that card. Someone will not be able to receive five cards and then hand them all out.

Mr. Berube stated we will put that in the card rules.

Mr. Evans stated this way we do not need a sunset provision. Everyone is paying their fees and we are not micromanaging this. We want to encourage people to come in to receive their cards.

Mr. Berube stated I agree with you. It makes everything much simpler. To what I said earlier, I am not sure there are any large families here. The enforcement will be that they have to prove that they live here.

Mr. Evans asked does that make it easier for Mr. Qualls to draft?

Mr. Qualls stated yes, much easier.

Mr. Evans stated that will be how we deal with the issuance of cards. Are there any questions as to what qualifies as a resident? We discussed a driver's license, identification cards and other methods of proving residency.

Mr. Walls stated I do not know if we can limit the issuance to cards to renters by just this one criterion, but I would like to have renters provide a copy of their lease agreement and require that as one form of identification. That will give a date certain when the lease expires and the cards can be deactivated after that lease period. If all we require is a driver's license, they could move but yet keep their access card forever.

Mr. Evans stated you are referring to requiring more than one piece of identification.

Mr. Walls stated you need to provide a copy of the lease agreement if you are not the owner of the property.

Mr. Berube stated I agree, we need to clarify this. We need two items to prove residency status. One should be a driver's license along with a deed, warranty certificate, or real estate tax bill that matches the address on the driver's license, or a driver's license along with a utility bill and a copy of the lease.

Mr. Walls stated I do not care much about the utility bill. The lease agreement is what will be the driving factor because it will show how long that person will live here. Perhaps we can partner with the HOA on this since the HOA is supposed to collect lease agreements. This could help with that effort.

Mr. LeMenager stated if the HOA does not have a copy of the lease, then your tenants are not going to receive access to the facilities.

Mr. Walls stated there are other legal issues associated with short-term leases, but this will tell us how long that person is supposed to be here and permitted to access the facilities.

Mr. Berube stated I agree. That is a great point. The reason I suggested two forms in addition to the driver's license is because anyone can go to Staples and purchase a Florida-friendly lease agreement and fill it in. We do not know if the lease is valid or not

since none of them are notarized. For renters, we should require a driver's license with a Harmony address, a utility bill with a Harmony address from a renter, and the third item can be a copy of the lease agreement. Does Mr. Qualls need to clarify what is required from an owner versus a renter?

Mr. Evans stated what we are suggesting is in Section 3.1(e)(iv)(1) to include forms of identification, (a) for a driver's license is always required, and one or more of (b) through (g) is also required. You need to have a driver's license and other identification. A current utility bill with your name and the Harmony address that matches the driver's license is pretty much an indication that the person is a resident.

Mr. Berube stated that works fine for a renter. For a renter, we need a copy of the lease agreement so that we know when to deactivate the card. An owner receives a permanent card.

Mr. Walls stated I think we need to differentiate what we ask for identification from owners versus renters.

Mr. Berube stated I agree.

Mr. Qualls stated I agree, and I have done that. I have one section on what is required from an owner and a separate section on what is required from a renter. I am hearing that for an owner, they have to have a driver's license or government-issued identification, plus one or more of the following things. Renters must also provide a copy of the lease agreement. Do you want to require something in addition to the lease for renters?

Mr. Berube stated yes, a utility bill. No one will be able to argue that because if you live here, you will be paying your own utilities, water and electric.

Mr. Walls stated that is fine.

Mr. Berube stated the reason I bring this up is because someone will administer this process for us, more than likely someone in Mr. Moyer's office. We need to have it defined. They need to have the rules clearly defined. It makes it easy for them. If someone comes in and start arguing with Ms. Rosemary Tschinkel, she can simply respond that these are the rules provided from the CDD. If they are clear, she will not have any hassles.

Mr. Walls stated similar to an additional document for renters, I think we need an additional document from an owner that proves current ownership.

Mr. Berube stated last year's tax bill or a warranty deed.

Mr. Evans stated a warranty deed just shows the date of closing.

Mr. Walls stated we can look up some of this information if we have time to do that.

Mr. Evans stated you can have a current utility bill with that address on it. It could be a telephone bill, cable or water.

Mr. LeMenager stated we are talking about someone who is purchasing a house as part of the whole process. The main documents include a HUD 1 and they should be directed to take that document to Mr. Moyer's office to get their access cards.

Mr. Evans asked what about a resident who decides six months later that they want to use the facilities, and he brings in a copy of his warranty deed?

Mr. Walls stated you can check it on the property appraiser's website.

Mr. Berube stated it needs to be simple for staff to implement.

Mr. Walls stated it is a two-minute search for them.

Mr. LeMenager stated I think that is over the top to expect staff to do.

Mr. Evans stated it is at the discretion of the manager as to the information being complete and current. If they think something is wrong, they have the ability to require the information they need to prove the resident's status.

Mr. Walls asked do you also have the assessment roll? You can check against that, as well.

Mr. LeMenager stated I am not sure that is updated that quickly.

Mr. Berube stated most people will have a driver's license and a utility bill. We are trying to qualify residents. Our biggest issue is deactivating the cards. Do we want to sunset these cards on a regular basis anyway for owners as well as renters?

Mr. LeMenager stated no because they have to drive to Celebration to reactivate their cards, and that seems to be an onerous requirement.

Mr. Walls stated that is my biggest problem with this.

Mr. Moyer stated if the community senses abuse, then the Board can discuss sunsetting all the cards and doing them all over again.

Mr. Berube stated if someone has a driver's license with a Harmony address and a utility bill, that pretty much qualifies them as a resident. That is sufficient without a warranty deed or other document. I think most renters will have a copy of their lease and we can activate their cards for that same lease term. We can have all these items listed



and leave it to Mr. Moyer's staff's discretion. If they sense something is wrong, they can deactivate the cards.

Mr. Walls stated that is fine. If you are a renter, then I want you to bring in your lease agreement. I do not think that is a hardship.

Mr. Berube stated it also forces people to keep their information updated since most people probably do not change their driver's license right away.

Mr. Qualls stated our firm represents tax collectors and the driver's license Real Identification requirement can get pretty hard to lay out a certain set of documents and manage if those documents are brought in. It can cause a lot of frustration. I suggest we put a catch-all under both of these that says "or other suitable proof of ownership or renter status." I am thinking about magazine subscriptions or newspapers. I think you want to make it as easy as possible for the residents of Harmony to access the pools.

Mr. Walls stated I am fine with that, but what I am trying to get at is a date certain to shut down that card when their lease expires. If we distribute them to renters, they may be there six months or a year. The card will never deactivate unless we know when to deactivate it.

Mr. Berube stated the reason we are discussing this is because we have a certain amount of abuse with the current key system. I respect what Mr. Qualls is saying, but I have a slight problem with "easy access."

Mr. Evans stated I do not think it is unreasonable to ask a renter to bring a copy of his lease.

Mr. Berube stated I agree.

Mr. LeMenager stated I think that is absolutely the norm and I do not think it is unreasonable.

Mr. Berube stated if the lease is on a month-to-month basis and we have several of those, that brings up a different issue for a different rulemaking body.

Mr. Moyer stated that is a good point. I do not want to cross lines between a government and a private enterprise, but if the deed restrictions have a minimum of six months for a lease, then we will not issue cards for someone who has a one-month lease.

Mr. Walls asked are they restricted to a one-year minimum?

Mr. Berube stated I thought it was seven months.

Mr. Evans stated it is seven months.

Mr. Berube asked do we need to incorporate that into the rules?

Mr. Evans stated I think that is micromanaging it.

Mr. Berube stated we can simply require a copy of the lease and see how many there are.

Mr. Walls stated the HOA can request a copy of those documents through a public records request if they wish.

Mr. Evans stated Section 3.1(d) below the document requirements identifies children 11 and younger for pool access, and that should be 15 and younger.

Mr. Qualls stated I also want to change another thing. When I identified non-resident and their ability to obtain entrance into the facility, I couched that as an annual membership in Section 2.1(a)(3). Since we are not giving memberships to anyone, may I change that to say that non-residents may obtain an access card?

Mr. Berube stated yes.

Mr. LeMenager asked is that an annual payment for their card?

Mr. Qualls stated yes.

Mr. LeMenager asked so an annual access card is \$250 each?

Mr. Qualls stated yes.

Mr. LeMenager stated I do not think you need \$1,000 for a family of four. It should just be \$250 each.

Mr. Evans stated the fee is \$1,000 for the family, whether there is one member or four members.

Mr. Berube stated the rule says \$1,000 for a family of four and \$250 for each additional card.

Mr. LeMenager stated that is only \$250 for each card.

Mr. Walls stated that requirement is that you pay \$1,000 annually, whether you have one person in your family or four people.

Mr. Berube stated it should be rephrased to say a family up to four.

Mr. Walls stated yes.

Mr. LeMenager asked why would we not want to sell these for \$250 each? That is income.

Mr. Berube stated it probably will not ever happen.

Mr. Walls stated I do not know that we want to be overrun with people requesting these cards.

Mr. LeMenager stated I do not think we are going to be overrun for \$250.

Mr. Qualls stated the intent is to find a price that matches what a property owner pays in assessments. There should be some correlation.

Mr. Moyer stated that is correct.

Mr. Berube stated Section 3.1(e) says a resident may bring a maximum of eight guests to the pool. I did not see a limitation on the docks. Can someone go to the dock and bring as many people as they want?

Mr. Walls stated the dock is not a space-limited facility like the pool. We can get 12 people on a pontoon boat, so you can bring a lot of people and still have room.

Mr. Berube stated if people are going to the left dock to fish, not the boat dock, if four residents each brought eight people, now there are 36 people on that dock area. That will be a problem.

Mr. Walls stated we are now dealing with hypotheticals.

Mr. Berube stated we have a rule for eight in one place but not in the other place.

Mr. Walls stated I am sure there are health department rules for how many people you have in a pool.

Mr. Berube stated if everyone is comfortable in not having a limit at the dock but having one at the pools, I am fine with that. I am just pointing out the differences.

Mr. Walls stated I am fine with it.

Mr. LeMenager stated I tend to agree with Mr. Berube for consistency sake. If you can only bring eight guests to the pool, it is already a high number of guests. What we discovered with the pool, the difference is the swim team likes to use it and one resident can bring 30 other competitive swimmers to learn new strokes at the pools, and that is perhaps not what we had in mind.

Mr. Berube stated I think eight is a high number, but it has been in place for a long time and it is probably fine.

Mr. Evans stated there are no proposed changes to the rest of these rules.

Mr. Berube stated I thought we were also going to discuss potential rules with respect to the ponds.

Mr. Haskett stated on page 11, Section 6.1(b) says the facilities may only be used from dawn to dusk. That defeats the whole Dark Sky Festival activities.

Mr. Berube stated we can clarify that to say it can be extended for special events. Does the Dark Sky Festival take place on CDD property?

Mr. Haskett stated yes, in town square.

Mr. LeMenager asked does that mean all the rules about 30 minutes before sunrise and 30 minutes after sunset do not actually apply?

Mr. Haskett stated those rules were implemented as the result of the swimming pool rules, which is a State requirement when you can be in a pool. That flowed into the parks.

Mr. Berube asked can we change the wording from District Park to District Recreational Facilities?

Mr. Evans stated they are all facilities.

Mr. Walls stated just add "as posted" if we have a rule for different areas.

Mr. Berube asked where does it say 30 minutes before sunrise and 30 minutes after sunset?

Mr. Walls stated our access-controlled facilities have signs that say when you can be there or not.

Mr. Berube stated even the dog parks have signs.

Mr. Walls stated I would refer to the posts at each facility.

Mr. LeMenager asked but then how do you decide what "posted" is? The point is, you have rules because of enforceability. It is my understanding that if something is not in this document, then it is not enforceable. You cannot just have a meeting and decide to change the age to 15. There is a process you go through, and we have to involve the public. If we want to have something, it needs to be in the rules; otherwise, someday someone will say that our sign does not agree with our rules and they decide to sue us.

Mr. Berube stated I think we need to fix the timeframe on this and perhaps add a line that says something like "except as authorized by the CDD." That lets us by *defacto* say events like the Dark Sky Festival are fine.

Mr. Walls asked what about "unless as posted otherwise?"

Mr. Haskett stated for special events, you have to submit an application. It could be addressed at that point and restricted for whatever time.

Mr. Evans stated the exclusion authorizes special events.

Mr. LeMenager stated that is simple, but this document still says dawn to dusk. Mr. Haskett said that the 30-minute timeframes are a State requirement for the pools.

Mr. Haskett stated that is correct since the pools are not lit.

Mr. LeMenager stated then you can still do it by exception. The times are dawn to dusk except for authorized special events or as limited by State law. Then we will be covered and we do not have to get into micromanaging. If you want to fish from dawn to dusk, if someone is out there fishing and the sun goes down, they just head home at that point.

Mr. Golgowski stated on Buck Lake, we have an agreement with the CDD for access and use of the lake which comes with some rules and standards. They do speak to 30 minutes after sunrise and 30 minutes before sunset, along with some other things. I also have rules for the dog park.

Mr. Walls stated if we try to get specific on rules for each facility, I think we are putting limitations on ourselves.

Mr. LeMenager stated I live across the street from the soccer fields, and they are definitely used after dusk. As long as there is enough light, they are trying to play out there, which is fine.

Mr. Berube stated the only reason I want to change this is because we have posted signs that are contrary to this rule.

Mr. Walls stated that is why I suggest we include language "unless otherwise posted" or by virtue of a special event or something along those lines.

Mr. Haskett asked does Use of Facilities also apply to special events? Do people who apply for a special event have to follow this rule for 6.1?

Mr. LeMenager stated no.

Mr. Haskett stated I think that wording needs to be pulled out of there for special events.

Mr. LeMenager stated no, Section 5 is specifically for the Special Event Application Process, which is followed by Section 6. It is not very clearly written.

Mr. Haskett stated Section 7 is then the schedule of fees and charges. That tells me those three sections are all for special events.

Mr. Walls stated there is no heading on it, but I think Mr. Haskett is correct.

Mr. Evans asked should Section 6 simply be moved into Section 7?

Mr. LeMenager stated all three sections are really about special events.

Mr. Berube stated I agree. Does Mr. Haskett submit an application to Mr. Moyer for events?

Mr. Haskett stated yes.

Mr. LeMenager stated I think you might need to renumber these paragraphs so that Sections 5 through 11 are all about special events.

Mr. Evans stated Section 5 is just the application process. Section 6 is for use of the facilities, which should refer to use of facilities for special events.

Mr. Walls stated the rules go right to 6.1; there is no 6.

Mr. Evans stated we need a title for Section 6.

Mr. LeMenager stated Sections 6 through 11 do not actually have headings, but they are clearly about special events. Section 8 should be titled Insurance Requirements for Special Events.

Mr. Walls stated I would think they could all be under a single heading and be separate paragraphs.

Mr. Qualls stated I can make Sections 6 through 11 all parts of Section 5, so I will renumber those sections to incorporate them.

Mr. Evans stated also embellish the headings.

Mr. LeMenager stated Section 2 covers the docks. Section 3 covers the swimming pools. Section 4 covers the soccer, volleyball and basketball facilities. Section 5 will now simply be special events.

Mr. Berube asked are we going to leave the time the way it is or change it?

Mr. LeMenager stated I think it should just be deleted.

Mr. Walls stated special events will need to be approved.

Mr. Evans stated I do not think Section 11 is applicable to special events. I think it is applicable to all access.

Mr. LeMenager stated you are correct.

Mr. Evans stated I know the debate regarding fishing will go on for a while. Within this rule in Section 11, does that follow in line with non-authorized use of facilities and what our recourse would be? Is our recourse for non-authorized use trespassing, assuming they do not do any damage?

Mr. Qualls stated the way Chapter 190, Florida Statutes, is setup, you are correct when you say the District has no enforcement powers. That really means police powers. However, what the District can do is sue for violation of the rules. A government suing its citizens is never something that is pleasant. I need to research if the District can say that certain things are trespass and then work with the sheriff's office to enforce that trespass. I do not see why you could not do that, but I want to double check.

Mr. Evans stated if you go onto other public property unauthorized or at an unauthorized time, they will arrest you for trespassing.

Mr. Qualls stated that is correct.

Mr. Evans stated whether it is a ball field or any other public facilities. Is the recourse and the deterrent for unauthorized access or unauthorized use of those facilities a charge of trespass?

Mr. Qualls stated my instinct tells me that it is because that is the only thing with teeth. If the sheriff came to arrest someone for violation of the CDD rules, it does not carry any penalties. Just like in a public park, it is the threat of criminal trespass that might hopefully keep people out of public parks except when the public parks are open to the public.

Mr. Evans stated that is really the only potential recourse that you have if they are not doing damage but they are not authorized to be there. Once you research that and it needs to be included in the rules, I would like to add that as paragraph 2 and then add to definitions what unauthorized use is. Then address how you use these facilities. Otherwise they will come to the pool or dock section and they will never read to the end of this section.

Mr. Qualls stated in other words, state the enforcement section that is currently Section 11 to be at the front around Section 2.

Mr. Evans stated yes, somewhere in the front where it is obvious in the beginning.

Mr. Qualls stated I will also include a rule that addresses trespass.

Mr. Evans stated yes, for unauthorized use. Now we are covering all the facilities. If you are there and it is an unauthorized use, then it is a charge of trespass. If it is in our rules, then the sheriff can enforce it.

Mr. Berube stated therein lies the problem. If you go on school property or one of the County-owned fields, the sheriff has well defined that is public property and the rules are

known. I think when they come here, they do not necessarily recognize this as public property. I think it is a definition issue and they are not sure. That is usually what they tell us, that we have to cite the Statute or tell them why someone is trespassing. They do not understand we are a government body and these are government facilities, very similar to school property. I think that is where we fall short of the sheriff's enforcement of trespassing.

Mr. Evans stated the trespass Statutes are clear for unauthorized activity. What we are saying here is that we intend to pursue trespass in the event of unauthorized use.

Mr. Berube stated yes, and the sheriff's office has to understand how that enforcement mechanism is going to work for them.

Mr. Evans stated we simply provide a copy of this rule to the deputies and point out where it says unauthorized use of this facility. If there is someone who jumped the fence and is swimming at 3:00 a.m. where hours of operation are posted, there should be no debate and they should be arrested for trespassing.

Mr. Berube stated we already had that conversation with Mr. Belieff and the situation he had with a lack of enforcement. Mr. Qualls sent a letter to the sheriff's office, so we have started a dialogue with them.

Mr. Evans stated we need to incorporate that into these rules. We want to make them foolproof. These are the same deputies who are out here all the time. If we have another incident and they are called out here and they know what the rules are, they know they can proceed on the basis that the District will support their actions. No matter where we put a No Trespassing sign or whatever the rules are, it has covered all the facilities.

Mr. Qualls stated I will add a new Section 2 talking about unauthorized use of the facilities. I will say something like "unauthorized use of the facilities is a trespass and violators will be reported to the sheriff of Osceola County." If you are contemplating passing a rule as it relates to fishing, I think you need to draft something and put it in this document that will be published and the newspaper notice will state that the proposed rule is available to anyone who wants it. If you do not have anything in the rules and then decide next month to include something, I do not know that you would have given the public adequate time to review whatever you are contemplating. You can say something as simple as "certain ponds are not part of the recreational facilities and anyone loitering at those ponds or fishing in those ponds will be subject to trespass charges."



Mr. Evans asked is there anyone who is saying that we should authorize fishing in all the ponds? Hearing no comments, no one is taking the position that we should authorize unlimited fishing in all the ponds.

Mr. Walls stated I do not have a position on that one way or the other until I hear from a majority of the people who live on those ponds.

Mr. Evans stated it seems that the discussion is, are we going to disallow the fishing in all the ponds or some of the ponds. Is that a fair balance of what we are weighing? That means most likely there will be restrictions on some or all of the ponds. With that, Mr. Qualls should incorporate that language into a revised draft that we can discuss at our next meeting, that it will either be "all" or "some."

Mr. Qualls stated I think the key is to come up with something that the Board can discuss in this draft. That will put the public on notice and give them time to review it. What I heard is that basically ponds that are near a residence are off limits or something to that effect.

Mr. Evans stated no, I just want to say "designated ponds." I want the restrictive language already defined so that we can amend it or adjust it. So you can say "the ponds, as designated."

Mr. Walls stated even if we included that language, we would still have to post signage to enforce it.

Mr. Evans stated that is correct.

Mr. Walls stated we could say something "where posted" these activities are prohibited.

Mr. Evans stated Mr. Qualls can draft something along the lines that the Board elected that they are not going to allow fishing in ponds. You can also have a caveat "with the exception of" and list those ponds.

Mr. Walls stated I would like to see that in a draft.

Mr. Evans stated that is what Mr. Qualls will be drafting with the other rules we discussed.

Mr. Qualls stated I will provide a draft to you as soon as I can, perhaps as early as next week. What I am hearing is under unauthorized use of recreational facilities, right at the beginning, is to say that fishing is prohibited in designated ponds of the District. That

puts the public on notice that you are contemplating this rule, and it can be tweaked based on any reassurance or feedback you receive from your constituents.

Mr. Evans stated yes.

Mr. LeMenager stated that means we can restrict them all if we want.

Mr. Evans stated that is correct. I just want to get the restrictive language in the rules.

Mr. LeMenager stated otherwise we have a logistics problem. The key reason we are revising our rules is so that we can issue access cards in May.

Mr. Berube stated I know the cross fence is installed at the marina. Where are we with access to the two pools?

Mr. Haskett stated they are doing a round of white since white fences are not produced as often as black fences. That was supposed to have occurred this week in order to implement the new gates.

Mr. Berube asked will it still be a dual access in the beginning with a key and an access card?

Mr. Haskett stated yes. We designed it with a latch mechanism initially so that everyone's keys will still work, and then on the date the Board determines to implement full access for the cards, we will remove the latches and put up the magnetic locks in the same location.

Mr. LeMenager stated we can include a big sign to let people know when their keys will no longer work, to encourage everyone who uses that facility to get their access card.

Mr. Haskett stated we just need to know the date to make that switch.

Mr. Qualls stated I will provide a revised draft and it will be dated with today's date. I will forward that to the Board. Then there will be a published notice in the newspaper that will tell the public that there will be a hearing to contemplate the adoption of these rules and the rules will be available through contacting the District manager's office.

Mr. Evans asked does it make sense, when we discuss the consequences for unauthorized use, to put that in bold?

Mr. Qualls stated I can do that.

Mr. Berube stated we have not discussed the actual mechanics of issuing these cards.

Mr. Moyer stated we can discuss that at the next meeting.

Mr. Berube stated we need to do some planning, but once the gates go up, then we have the ability to issue the access cards.

Mr. Evans stated that is in the category of implementation and not rulemaking.

Mr. LeMenager asked if we adopt these rules at our next meeting, is that when the 60-day clock starts?

Mr. Evans stated the effective date is the implementation of this rule. We are trying to create the rules and have them in place subject to the effective date when it goes on line.

Mr. Walls stated that date is whenever we say it is.

Mr. Evans stated that is correct. That date could move based on a number of factors.

Mr. Golgowski asked related to the two handouts I distributed for Buck Lake use and dog park use, since we are having a comprehensive collection of rules for the parks, do you want to include a section for rules on dog parks and mesh the Buck Lake rules with the use agreement?

Mr. Berube asked is there a reason to do that?

Mr. Golgowski stated just to have them all in place.

Mr. LeMenager stated I am in agreement that we want them in one place.

Mr. Evans stated they may already be incorporated.

Mr. Golgowski stated I will email them to Mr. Qualls.

Mr. Walls asked can we still make changes at the hearing?

Mr. Moyer stated yes.

Mr. Walls stated I will need more time to review this material.

Mr. Haskett stated the dog park rule is already on the website.

### **THIRD ORDER OF BUSINESS**

### **Audience Comments**

A Resident asked would it not be advantageous and consistent to propose that anyone touching or interfering with the waters in the retention ponds is trespassing? That would rule out swimming, boating, fishing, as well as throwing garbage, food and rocks and polluting the waters.

Mr. Evans stated we can have No Fishing or No Swimming and expand that rule. We are just trying to get the language established in the instance of you doing something we do not want you to do and what happens. Then we will come back with a list of things we do not want you to do and we will define where we do not want you to do them. We need to get the repercussions and the implementation defined. You raise a good point. I think the biggest thing we deal with is people going in there and doing things they should be doing. You cannot legislate everything, but you want to hit the high spots.

A Resident stated some people want to fish in the ponds, but this is not a bad thing. This is a very interested group of residents caring about a 9-year-old kid fishing in a backyard. It is a huge eyesore and I find myself very confused about what is our mission as a community. What do we want this to be? Who do we want to attract here as owners? What are we trying to do? I hope you are hearing the community and not just general moans that someone does not like this so they want it to change. It is not like that. It is easy when you go to work and come and go five days a week to say it is not a big deal. But if you are like me and are here in the community a lot, this is a constant daily issue. It is not just "a lake." If you institute a trespass, it will get people off some of the lakes and push them to one or two lakes, and the problem we are seeing in the community will show up at those designated lakes. It will be very obvious to the Board that we have an issue here. We have people who drive into our community with fishing poles in the back of their truck stopping golfers to ask where the lakes to fish in this community are. I do not know that element is what we want here. I do not know that is what we want to encourage. I hope you hear us when we discuss this issue. I only engage myself in things that I am very passionate about. I always go back to the aesthetics of the community, and I do not think we want this image that we have.

**FOURTH ORDER OF BUSINESS**

**Adjournment**

The workshop adjourned at 12:30 p.m.

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Gary L. Moyer, Secretary

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Robert D. Evans, Chairman

## **Third Order of Business**

**3A**



**HARMONY CDD MONTHLY LANDSCAPE MAINTENANCE REPORT**

*April 2011*

LINE ITEM	#	SUB-SECTION	#	PERFORMANCE NOTES	
				COMPLETED	WILL BE COMPLETED
Turf Care	4.1	Mowing	4.1.1	<ul style="list-style-type: none"> <li>Developed, undeveloped and SR192 turf mowing had been interrupted during the first part of the month due to excessive precipitation.</li> <li>The mowing schedule will be caught up effective 4/15.</li> </ul>	<ul style="list-style-type: none"> <li>Developed, undeveloped and SR192 turf will be mowed on a weekly basis throughout April.</li> </ul>
			4.1.2		
			4.1.3		
		Pest Control	4.1.4	<ul style="list-style-type: none"> <li>Speedzone IPM weed control in floritam turfgrass was performed during the first week of April.</li> <li>Arena chinch bug insecticide has been applied to 75% of all floritam turfgrass areas.</li> </ul>	<ul style="list-style-type: none"> <li>Arena application will be completed in April.</li> <li>IPM will be performed as needed.</li> </ul>
4.1.6					
Fertilization	4.1.5	<ul style="list-style-type: none"> <li>All park turfgrass areas were fertilized with a liquid 20-20-20 fertilizer to stimulate growth and color.</li> <li>Supplemental applications of liquid 20-20-20 were applied to repair "streaked" areas (mentioned in "will be completed" column).</li> </ul>	<ul style="list-style-type: none"> <li>The recent granular fertilization application was "streaked" in spots due to an equipment problem. The supplemental fertilization of the streaked areas is ongoing using liquid 20-20-20 plus granular, and the granular applicator unit has been replaced with a new unit for future applications.</li> </ul>		
Annuals	4.1.8	<ul style="list-style-type: none"> <li>Annual maintenance is ongoing.</li> </ul>	<ul style="list-style-type: none"> <li>Annual maintenance is ongoing.</li> </ul>		
Sports Turf	4.2	Mowing	4.2.1	<ul style="list-style-type: none"> <li>Mowing is being performed as needed.</li> </ul>	<ul style="list-style-type: none"> <li>Mowing will be performed weekly.</li> </ul>
		Pest Control	4.2.2	<ul style="list-style-type: none"> <li>IPM has been performed as needed.</li> </ul>	<ul style="list-style-type: none"> <li>IPM will be performed as needed.</li> </ul>
			4.2.3		
		Fertilization	4.2.5	<ul style="list-style-type: none"> <li>All park turfgrass areas were fertilized with a liquid 20-20-20 fertilizer to stimulate growth and color.</li> </ul>	
Shrubs / Groundcover Care	4.3	Pruning	4.3.1	<ul style="list-style-type: none"> <li>The shrub pruning rotation is 40% completed on common areas and 100% completed in parks.</li> </ul>	<ul style="list-style-type: none"> <li>Shrub pruning will be completed throughout April.</li> </ul>
			4.3.2	<ul style="list-style-type: none"> <li>The weeding rotation is 40% completed on common areas and 100% completed in parks.</li> </ul>	<ul style="list-style-type: none"> <li>The weeding rotation and a secondary follow-up application of herbicide will be performed in April.</li> </ul>
		Fertilization	4.3.3		
		Pest Control	4.3.4	<ul style="list-style-type: none"> <li>IPM has been performed as needed.</li> </ul>	<ul style="list-style-type: none"> <li>Will perform IPM as needed.</li> </ul>
		Mulching	4.3.5	<ul style="list-style-type: none"> <li>Touch-up mulching in The Estates was performed.</li> </ul>	<ul style="list-style-type: none"> <li>A bed in The Estates that Todd pointed out will be completed before the end of the month.</li> </ul>
Tree Care	4.4	Pruning	4.4.1	<ul style="list-style-type: none"> <li>Notable improved growth-patterns and growth flushes were noted as a result of past, proper pruning methods.</li> </ul>	
			Fertilizer	4.4.3	
Irrigation System	4.5	General Requirements	4.5.1	<ul style="list-style-type: none"> <li>All repairs have been performed as needed by site-based irrigation staff.</li> </ul>	<ul style="list-style-type: none"> <li>A wiring issue on SR 192 will be reviewed by Todd and a decision will be made regarding a re-wiring suggestion that has been presented by Gary.</li> </ul>
			Monitoring	4.5.2	<ul style="list-style-type: none"> <li>Monthly irrigation system inspections are 15% completed.</li> </ul>
Unscheduled Maintenance	5	Unscheduled Maintenance	5.4	<ul style="list-style-type: none"> <li>(2,000) Square feet of grade "A", muck-growth floritam sod will be installed as warranty items during after 4/18.</li> <li>(3) Southern Magnolia "Little Gem" will be installed at the east 192 sign.</li> <li>Proposals will be generated for (6) street trees and plant material replacement at the Dog Park.</li> </ul>	

*JM*

**3 C**



## HARMONY BOAT RESERVATION

March 7-April 10

DATE	RESIDENT	BOAT	TIME	PASSENGERS	COMMENTS	PHONE
Sunday, March 06, 2011	Don Rice	small pontoon	7:00			
Monday, March 07, 2011	Stephen Moore	small pontoon	7:00	2		757-646-0116
Monday, March 07, 2011	Jay Kassens	small pontoon	12:00			
Monday, March 07, 2011	Don Rice	large pontoon	8:00			304-281-0010
Wednesday, March 09, 2011	Justin Kramer	sailboat	9:00	2		850-445-8432
Friday, March 11, 2011	Bob Thabat	kayak	10:00		3 KAYAKS	845-401-9192
Friday, March 11, 2011	Theresa Kramer	sailboat	10:30	2		
Friday, March 11, 2011	Marilyn Ash-Mower	kayak	1:00	3	2 Kayaks	407-556-3434
Friday, March 11, 2011	Don Rice	small pontoon	8:00	2		304-281-0010
Friday, March 11, 2011	Philip	large pontoon	3:00	2		
Saturday, March 12, 2011	Mike Goldberg	small pontoon	7:00	2		407-394-6966
Saturday, March 12, 2011	Marilyn Ash-Mower	kayak	2:00	4	2 kayaks	603-731-0637
Monday, March 14, 2011	Don Rice	Small Pontoon	8:00 AM			304-281-0010
Monday, March 14, 2011	Jay Kassens	bass boat	8:00	1		
Wednesday, March 16, 2011	Rachel Garwood	kayak	8:00		2 Kayaks	407-438-1823
Wednesday, March 16, 2011	Don Rice	small pontoon	8:00	2		
Thursday, March 17, 2011	Alan Santa Cruz	large pontoon	8:00	2		
Friday, March 18, 2011	Don Rice	small pontoon	8:00	2		304-281-0010
Saturday, March 19, 2011	Raul Velez	small pontoon	11:00	7		407-491-4295
Saturday, March 19, 2011	Obadiah S	kayak	11:00	3	4 kayaks	407-749-9033
Saturday, March 19, 2011	Terry Kramer	sailboat	2:00	2		850-445-8733
Sunday, March 20, 2011	Obadiah S	large pontoon	3:00	9		
Sunday, March 20, 2011	Ray Walls	bass boat	7:15	2		
Monday, March 21, 2011	Jay Kassens	bass boat	8:00	2		407-694-1777
Monday, March 21, 2011	Scott Farnsworth	large pontoon	4:30	10		407-445-6044
Monday, March 21, 2011	Terry Kramer	sailboat	12:00	2		
Wednesday, March 23, 2011	Don Rice	small pontoon	8:00	3		
Wednesday, March 23, 2011	Margaret Odden	small pontoon	1:30	3		702-572-5219
Wednesday, March 23, 2011	Mike Hubbard	large pontoon	10:30	6		
Wednesday, March 23, 2011	Dan Wolke	large pontoon	1:00	5		321-624-8390
Thursday, March 24, 2011	Joe Murray	large pontoon	7:30	6		407-766-5051
Thursday, March 24, 2011	Huddy Mardrosian	small pontoon	7:30	3		407-891-9470
Friday, March 25, 2011	Don Rice	small pontoon	8:00	3		
Friday, March 25, 2011	Dave Gudyka	large pontoon	10:00	1		407-744-5991
Friday, March 25, 2011	Philip	large pontoon	4:00			
Saturday, March 26, 2011	Paul Demling	small pontoon	10:00	3		407-760-5219
Saturday, March 26, 2011	David Buck	large pontoon	10:00	6		407-729-5465
Saturday, March 26, 2011	Marco Lopez	large pontoon	2:00	7		407-222-6959
Sunday, March 27, 2011	Summer Weisberg	kayak	9:30	2	2 Kayaks	407-891-8997
Sunday, March 27, 2011	Pat Herring	large pontoon	9:00	5		
Sunday, March 27, 2011	Alan Santa Cruz	small pontoon	9:00	2		
Sunday, March 27, 2011	Mike Hubbard	large pontoon	1:00			
Sunday, March 27, 2011	Bernard Scharpa	small pontoon	12 ish	8		
Monday, March 28, 2011	Jay Kassens	bass boat	8:00			
Monday, March 28, 2011	Don Rice	small pontoon	8:00	2		
Wednesday, March 30, 2011	Don Rice	small pontoon	8:00			
Wednesday, March 30, 2011	Mike Hubbard	Large pontoon	12:00	6		651-303-4883
Thursday, March 31, 2011	Ben Falleur	small pontoon	11:00			407-319-8793
Thursday, March 31, 2011	Frank Berzanskis	bass boat	12:00	2		407-797-1994
Thursday, March 31, 2011	Roger VanKramer	large pontoon	1:30			321-506-8102
Friday, April 01, 2011	George Miller	small pontoon	10:00	3		407-920-2908
Friday, April 01, 2011	Frank Bernansky	bass boat	7:30	2		407-797-1994
Friday, April 01, 2011	Robert Allen	large pontoon	11:30	9		410-937-7935
Saturday, April 02, 2011	Ray Walls	bass boat	7:00			
Saturday, April 02, 2011	Roger VanKramer	small pontoon	8:00	2		321-506-8102
Saturday, April 02, 2011	Summer Weisberg	large pontoon	3-5			407-460-6508
Sunday, April 03, 2011	Alan SantaCruz	large pontoon	8:00		cancelled	
Sunday, April 03, 2011	Roger VanKramer	small pontoon	8:00	2		
Monday, April 04, 2011	Jim Terpstra	large pontoon	4:00	13		
Wednesday, April 06, 2011	Stephen Moore	small pontoon	8:00			757-646-0116
Thursday, April 07, 2011	Mike Hubbard	large pontoon	1:00	6		
Friday, April 08, 2011	Summer Weisberg	small pontoon	10:00	4		
Saturday, April 09, 2011	Ray Walls	large pontoon	7:00	2		
Saturday, April 09, 2011	Diana	kayak	7:00	2		772-532-0655
Saturday, April 09, 2011	Jonathon	kayak	7:00			
Sunday, April 10, 2011	Tim Flowers	large pontoon	8:00			321-446-2356
Sunday, April 10, 2011	Alan Santa Cruz	large pontoon	2:00	3		

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LARGE PONTOON	29
SMALL PONTOON	30
KAYAK	8
BASS BOAT	7
SOLAR	1
SAILBOAT	5

Trips 80

<b>Last months stats</b>	
2/7-3/6	123 passengers
40 trips	

## **Fourth Order of Business**

**RESOLUTION 2011-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT ADOPTING CERTAIN AMEMDMENTS TO THE HARMONY COMMUNITY DEVELOPMENT DISTRICT RULES CONCERNING THE USE OF DISTRICT RECREATION FACILITIES**

WHEREAS, The Harmony Community Development District has the power to manage, including the related powers to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures for Parks and facilities for indoor and outdoor recreational, cultural, and educational uses pursuant to Section 190.012(2)(a), Florida Statutes.

WHEREAS, the Harmony Community Development District is authorized, pursuant to Section 190.012(3), Florida Statutes, to adopt appropriate rules following the procedures of Chapter 120, and the Harmony Community Development District's Rules of Procedure, in connection with the provision of one or more services through its recreational systems and facilities; and

WHEREAS, the District is authorized, pursuant to Section 190.035, Florida Statutes, to prescribe, fix, establish, and collect rates, fees, or other charges, hereinafter sometimes referred to as "revenues," and to revise the same from time to time, for the facilities and services furnished by the District, within the boundaries of the District, including, but not limited to, recreational facilities; and

WHEREAS, the District held a duly noticed public hearing on April 28, 2011, to consider the proposed rules, and to hear comments and objections from the public; and

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

**Rule 1.5 of the Harmony Community Development District, attached hereto, is hereby adopted.**

**PASSED AND DULY ADOPTED by the Harmony Community Development District Board of Supervisors on this 28th day of April, 2011.**

**HARMONY COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS**

By: \_\_\_\_\_  
Chair

Attest: \_\_\_\_\_  
Secretary

**DRAFT**

**4.19.11**

**Amendment VI to Chapter I of the  
Harmony Community Development District  
Parks and Recreation Facilities Rules**

Deleted: Policy

**1. Definitions**

**1.1 General Use**

Any use of the District Recreation Facilities,

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Deleted: on District property for recreation.

**1.2 Special Event**

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

**1.3 Organizer**

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

**1.4 Dock Master**

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

**1.5 District: The Harmony Community Development District.**

**1.6 District Office**

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

**1.7 District Manager**

Deleted: 6

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

**1.8 District Pool Facilities:**

**1.9 District Buck Lake Dock and Boat Facilities:**

**1.10 District Recreation Facilities:**

Comment [MSOffice1]: Legal Counsel will work with District Manager and District Engineer to define these terms.

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**4.19.11**

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

Deleted: Policy

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Comment [MSOffice1]: Legal Counsel will work with District Manager and District Engineer to define these terms.

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**4.19.11**

1.11 A District Resident includes:

1.11.1 A property owner that currently resides in their home within the boundary of the District;

1.11.2 A property owner that has elected to declare residency outside of boundaries of the District, but who also owns a home within the boundaries of the District;

1.11.3 A property owner that has elected not to occupy their home within the District, but who rent the home out;

1.11.4 A renter in inside the boundaries of the District.

1.11.5 Children of District Residents.

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**2. Unauthorized Use of District Facilities**

2.1 Unauthorized use of District facilities will result in a charge of trespass pursuant to Chapter 810, Florida Statutes. Violators will be reported to the Sheriff of Osceola County and prosecuted to the full extent of the law.

Comment [MSOffice2]: Note: this provision is still subject to legal review.

2.2 Enforcement and Penalties: Pursuant to Chapter 190.041, Florida Statues, the board or any aggrieved person may have recourse to such remedies in law and at equity as may be necessary to ensure compliance with the provisions of these rules, including injunctive relief to enjoin or restrain any persons violating the provisions of these rules.

2.3 Fishing is prohibited in designated ponds of the District. Attached map, which includes those ponds designated as "no fishing" ponds, is incorporated by reference and made part of these rules.

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**3. Access ID Cards**

3.1 In order to use the District Pool and District Buck Lake Facilities, each user shall first obtain a picture ID access card and must also follow the provisions of Rules 4 and 5 below.

3.1.1 Each resident in Harmony shall be entitled to one picture ID access card per resident at no charge so long as resident is authorized pursuant to these rules to utilize the facilities.

3.1.2 Replacement picture ID access cards shall cost \$10.00 each.

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3.1.3 Proof of home-ownership or renter-status in Harmony must be provided in order to receive an ID access card. Acceptable proof of ownership includes, but is not limited to, the following:

3.1.3.1 Driver License or Florida Identification card with proof of address within the boundaries of the District and one or more of the documents below:

- 3.1.3.1.1 Recent closing statement showing name of homeowner and address within the boundaries of the District; or
- 3.1.3.1.2 Tax Notice with name of homeowner and proof of address within the boundaries of the District; or
- 3.1.3.1.3 Voter registration card with name and proof of address within the boundaries of the District; or
- 3.1.3.1.4 School ID with name and proof of address within the boundaries of the District; or
- 3.1.3.1.5 Utility Bill with owner's name and proof of address within the boundaries of the District.
- 3.1.3.1.6 Or other suitable proof of ownership.

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3.1.4 Acceptable proof of renter status includes a copy of the renter's lease agreement showing the name of the renter and proof of address within the boundaries of the District and one or more of the items below:

- 3.1.4.1 Driver License with name of renter and proof of address within the boundaries of the District; or
- 3.1.4.2 Current Utility bill with name of renter and proof of address within the boundaries of the District; or
- 3.1.4.3 Current phone bill with name of renter and proof of address within the boundaries of the District; or
- 3.1.4.4 Other suitable proof of renter status.

3.3.5 The District Manager shall have the discretion to determine whether proof of ownership or renter-status has been met.

3.3.6 Non-Residents may obtain an access card for non-resident recreational use of the recreational facilities, including the Buck Lake and Swim facilities, upon payment of \$1,000 for a family of four and \$250.00 for each additional person pursuant to rule 1.03 of the Rule of the Harmony Community Development District Relative to its Membership Rates, Fees and Charges for Recreational Facilities.

**Comment [MSOffice3]:** Note that this rule cross references another rule of Harmony relating to Rates for Recreational amenity. If you want the \$ amount changed, we need to amend the cross-referenced rule as well.

3.4 Contracts

All persons, prior to boat or pool use, must acknowledge and sign the "Harmony Community Development District Pool Use Agreement" and the "Harmony Community Development District Boat Use Agreement." All provisions of the Agreements are incorpo-

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rated herein and each person using the pool or boat facilities is subject to such provisions and the District rules.

**4. Swimming Facilities**

4.1 The pool and pool facilities must be maintained in a neat, clean and sanitary condition at all times pursuant to Florida law. The pool user must use his or her best efforts to deter vandalism and protect the premises, equipment and improvements owned by the District. The pool user agrees to report any unusual incidents or hazardous conditions to the District as soon as possible and to refrain from use of the facility. The pool user agrees to report any emergencies to the appropriate emergency personnel by calling 9-1-1.

4.2 Swimming is permitted only during pool hours of operation.

4.3 The Swim Facilities are open to Harmony Residents who have registered with the District by signing the contract referenced in rule 3.2 below and their accompanying guests.

4.4 Children 15 and under must be under adult supervision to use the swimming pool.

4.5 Residents may only bring a maximum of 8 guests to the pool.

4.6 Access privileges may be suspended and all household ID Access Cards deactivated for not following the rules and/or other reasons (vandalism, willful and malicious disregard for the rules, etc.)

4.7 Any person swimming when the facility is closed is subject to the deactivation of her or his ID access card and/or a charge of trespass.

4.8 No alcoholic beverages are permitted in or around the pool areas.

4.9 Smoking is not permitted at any time.

4.10 No glass bottles are permitted within the pool areas.

4.11 No animals are allowed in the pool or pool deck area unless service animals as permitted by law.

**5 Buck Lake Dock and Boat Facility Use**

5.1 The Buck Lake Dock and Boat facilitates are open to children age 12 and older with a valid ID access card. Children age 11 and under, must be supervised by an adult.

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



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

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

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

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**5.6 Security Deposit or Provision of Credit Card Information**

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

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

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

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

5.6.5 Prior to boat use, all parties who do not provide a security/damage deposit as set forth in Section 2.3 b., must provide the District Office with a copy of a picture I.D. and a valid credit card in the user's name with available credit in lieu of a security/damage deposit to secure payment in the event of default, loss, damage, or other occurrence. In the event that the boat is damaged by the party using the boat, then the District reserves the right to utilize the credit card in order to cover the amount of the damage incurred.

**5.7 Orientation**

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

**5.8 Inspection Prior to Boat Use**

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

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

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

**5.9 Inspection upon Return of Boat**

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

**5.10 State and Federal Laws**

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

**5.11 Dogs and Other Pets Prohibited Around District Waterways**

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

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

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

¶  
b. All parties who do not provide credit card information as set forth in Section 2.3 c. below, must pay a security/damage deposit of \$250.00 to be held by the District prior to boat use. The District shall collect from the potential boat user a damage deposit of \$250 at least 5 days prior to the boat being utilized. ¶  
¶  
At the conclusion of the boat use and upon inspection, the District shall either 1) return the Damage Deposit to the boat user if there is no damage to District property or 2) charge the boat user for any damage to the District property and apply the Damage Deposit to the charge. ¶

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

c. Prior to boat use, all parties who ... [1]

**Deleted: 3. Swimming Pool Use ¶**  
¶  
**3.1 . Use of Facility ¶**  
¶  
a. The pool and pool facility must be maintained in a neat, clean and sanitary condition at all times pursuant to Florida law. The pool user must use his or her best efforts to deter vandalism and protect the premises, equipment and improvements owned by the District. The pool user agrees to report any unusual incidents or hazardous conditions to the District as soon as possible and to refrain from use of the facility. The pool user agrees to report any emergencies to ... [2]

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**6. Use of Soccer, Volleyball and Basketball Facilities**

**6.1 Use of Facility - General**

6.1.1 The soccer, basketball and volleyball facilities ("facilities") are generally available for open recreation during daylight hours, weather permitting. Space may be limited due to event reservations or other District activities (see rule 5.1 for event scheduling policies). Use of the District soccer and volleyball facilities is subject to special event fees and charges as set forth in section 7.1 below.

6.1.2 Use of facilities is only permitted during hours of operation.

6.1.3 Any person using these facilities outside hours of operation may be suspended indefinitely from using the facility.

6.1.4 All participants shall adhere to published District policies, regulations, guidelines, and local, state and federal laws. Access privileges may be suspended for not following the rules and/or other reasons (vandalism, willful and malicious disregard for the rules, etc.).

6.1.5 No alcohol, tobacco, or glass containers are permitted on the premises of the park facilities.

6.1.6 Golf or other activities that may cause damage to the facilities are prohibited.

6.1.7 All users must follow the instructions given by the District staff members. Violators are subject to ejection and suspension from the facilities.

6.1.8 Users must follow the procedure set forth in rule 5.1 below to reserve the facility for an event as that term is defined therein. Users wishing to reserve the facilities for an event must pay the security deposit as set forth in rule 7.3 below.

6.1.9 Scaling, jumping or climbing upon any facility equipment or structures is not permitted.

6.1.10 Use of the facilities is for District residents unless such use by the general public qualifies as an event and the applicable event fees and charges are paid as set forth in rule 7.1 below.

**6.2 Use of Facilities by Children.**

Children must be under adult supervision to use the facilities. **6.3 Waiver of Liability, Indemnification**

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Users of the facilities expressly undertake to indemnify and save harmless the District from all liability and/or injury, loss, or damages arising out of use of the facilities.

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ties, whether it be caused by the negligence of the District, the District's agents or employees, or otherwise.

6.4 Damages, Repairs, and Inspection

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

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

6.5 Participants and Attendees

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

6.6 Abandoned Property

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

7. Special Event Application Process

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7.1 Facility Reservations

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

7.2 Event Approval or Denial

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

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4.19.11

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

*Events:*

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

7.3 **Review of Application**

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

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

7.4 **Event Logistics**

Deleted: 5

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

- a) *Payment of Fees*  
Event organizer must pay all fees to the District no later than **5 calendar days prior** to the event date. **Individuals, organizations or companies assessed fees during or after the event will be invoiced by the District on an individual event basis. Except for and subject to the provisions**

of Section 4 of this rule policy, all fees must be paid to the District no later than thirty (30) calendar days after invoice date.

- b) *Event Map/ Layout*  
Layout of event site, including parking and traffic flow. Location of any tents must be included. This District requires any tents to meet County code and the organizer must present evidence of a County permit.
- c) *Event Agenda*  
Show times, other function times, etc.
- d) *Vendor/ Supplier List*  
Names, addresses, phone #'s of all food and merchandise vendors, rental companies, subcontractors and any other groups operating at the event.
- e) *Logistical Schedule of Event*  
Deliveries, set-up, clean-up.
- f) *Tent Permits/ Fire Retardant Certificates*  
A tent permit can be obtained through the County Zoning and Code Enforcement Department. All tents larger than 10' x 10' must have a permit. To receive a permit, a map approved by District must be submitted showing the location of all tents. Proof of a fire retardant certificate for each tent is required. **Contact information:** Contact the County Zoning and Code Enforcement Office at the address provided on current application form.
- g) *County Alcohol Permit*  
Approved County manager Alcohol Permit Application – **Contact information:** Contact the County Parks and Recreation Department at the address provided on the current application form.
- h) *Other Approvals*  
Street closure approval and any other applicable government issued permits and approvals are the responsibility of the event organizer.

8. Use of Facilities for Special Events

Deleted: 6.1  
Deleted: y

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

This instrument was prepared by:  
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Young, van Assenderp, P.A.  
225 South Adams Street, Suite 200  
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(850) 222 - 7206

to report any emergency, unusual incidents or hazardous conditions to the District as soon as possible.

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

### 8.1 Maintenance

Deleted: 6.2

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

### 8.2 Inspection of Subject Premises following event

Deleted: 6.3

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

### 8.3 Signs

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

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

### 8.4 Event times

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All events are to occur during normal operating hours of the facility in which the event is being held, unless District Manager authorizes an event outside of the normal operating times.

### 8.5 Assumption of Risk

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The event organizer assumes the sole and exclusive risk of weather conditions prohibiting performance of all or any part of the special events. The District makes no representations that the premises will be available on any dates, which the organizer may wish to re-schedule an event, other than the dates previously reserved.

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**8.6 Special Event Fees & Charges**

Deleted: 7.

**8.6.1 Special Event Fees & Charges**

Deleted: 7.1

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

**8.6.2 Damage/ Clean Up Statement**

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

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

**8.7 Damage Deposit**

Deleted: 7.3

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

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

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

**8.8 Insurance Requirements for Special Events**

Deleted: 8

**8.8.1 INDEMNIFICATION and HOLD HARMLESS**

Deleted: 8

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



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acts and/or omissions of the organizer, or any of its agents, officers, directors, employees or the like.

**The EVENT ORGANIZER AGREES TO INDEMNIFY<sup>1</sup>, DEFEND, AND HOLD THE DISTRICT HARMLESS<sup>2</sup> for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorneys fees, arising from any and all acts and/or omissions of the organizer, or any of its agents, officers, directors, employees, consultants or similar persons.**

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

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

## 8.9 Insurance Requirements,

Deleted: 8.2

Deleted:

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

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

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

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

8.9.5 Any event requesting a waiver or reduction in the required insurance must submit written notification of the request with the application/permit to the District no later than fifteen (15) calendar days prior to the event date. If the organization or individual has

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

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

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any insurance-related questions, each is encouraged to contact the District Manager at the District Office.

**PLEASE NOTE:**

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

**8.10 Special Event Approval**

**8.10.1 Approval/Denial Verification**

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

**8.10.2 Revisions or Adjustments to Application**

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

**8.11 Responsibility Statement**

An organization or individual planning and executing an event on District property will abide by all the policies set forth in this policy and all County and District policies, ordinances and rules. The organizer will also supply the District with all the information, documentation and insurance requirements necessary to assure that all parties involved with the event will be in compliance.

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

**Deleted: 8.3 . Special Event Insurance Requirements ¶**

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

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

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

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**Deleted: Enforcement and Penalties ¶**

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

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Revised: 3.24.11

## Security Deposit or Provision of Credit Card Information

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

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

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

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

c. Prior to boat use, all parties who do not provide a security/damage deposit as set forth in Section 2.3 b., must provide the District Office with a copy of a picture I.D. and a valid credit card in the user's name with available credit in lieu of a security/damage deposit to secure payment in the event of default, loss, damage, or other occurrence. In the event that the boat is damaged by the party using the boat, then the District reserves the right to utilize the credit card in order to cover the amount of the damage incurred.

## 2.4 Orientation

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

## 2.5 Inspection Prior to Boat Use

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

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

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

## **2.6 Inspection upon Return of Boat**

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

## **2.7 State and Federal Laws**

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

## **2.8 Dogs and Other Pets Prohibited Around District Waterways**

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

## **3. Swimming Pool Use**

### **3.1 Use of Facility**

- a. The pool and pool facility must be maintained in a neat, clean and sanitary condition at all times pursuant to Florida law. The pool user must use his or her best efforts to deter vandalism and protect the premises, equipment and improvements owned by the District. The pool user agrees to report any unusual incidents or hazardous conditions to the District as soon as possible and to refrain from use of the facility. The pool user agrees to report any emergencies to the appropriate emergency personnel by calling 9-1-1.

Swimming is permitted only during pool hours of operation.

In order to use the pool facilities, an access device must be obtained from the District Office.

Children must be under adult supervision to use the swimming pool.

Resident may only bring a maximum of 8 guests to the pool.

Access privileges may be suspended for not following the rules and/or other reasons (vandalism, willful and malicious disregard for the rules, etc.)

Any person swimming when the facility is closed is subject to loss of his or her access card.

No alcoholic beverages are permitted in or around the pool areas.

Smoking is not permitted at any time.

No glass bottles are permitted within the pool areas.

No animals are allowed in the pool or pool deck area unless service animals as permitted by law.

### **3.2 Contract**

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

### **3.3 Rates, Fee, Rentals or other charges**

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

## **Fifth Order of Business**

From: spberube [mailto:spberube@earthlink.net]  
Sent: March 30, 2011; 8:02 P.M  
To: brenda@moyer-group.com  
Subject: Recreational Access Facilities

Folks---

I was contacted by a non-resident owner regarding the new card access system. His concern was the following:

He owns two Harmony properties that both he and his family members use at different times of the year; typically for a week or so at a time. His concern centered around how these short-term residents could gain access to the facilities.

Steve



## **Sixth Order of Business**

**6A**

**Harmony  
Community Development District**

*Financial Report*

*March 31, 2011*

**Prepared by**



**Harmony  
Community Development District**

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**Harmony  
Community Development District**

**Financial Statements**

**(Unaudited)**

**March 31, 2011**

**Harmony**  
**Community Development District**

**Governmental Funds**

**Balance Sheet**  
**March 31, 2011**

<b>ACCOUNT DESCRIPTION</b>	<b>GENERAL FUND</b>	<b>2001 DEBT SERVICE FUND</b>	<b>2004 DEBT SERVICE FUND</b>	<b>2004 CAPITAL PROJECTS FUND</b>	<b>TOTAL</b>
<b>ASSETS</b>					
Cash In Bank	\$ 153,364	\$ -	\$ -	\$ -	\$ 153,364
Cash On Hand/Petty Cash	500	-	-	-	500
Assessments Receivable	12,053	38,828	-	-	50,881
Interest/Dividend Receivables	800	287	-	-	1,087
Due From Other Funds	-	37,234	-	-	37,234
Investments:					
Certificates of Deposit - 450 Days	126,100	-	-	-	126,100
Money Market Account	478,065	-	-	-	478,065
Construction Fund	-	-	-	66,678	66,678
Prepayment Account	-	20,448	3,229	-	23,677
Reserve Fund	-	1,430,739	861,348	-	2,292,087
Revenue Fund	-	518,030	63,846	-	581,876
<b>TOTAL ASSETS</b>	<b>\$ 770,882</b>	<b>\$ 2,045,566</b>	<b>\$ 928,423</b>	<b>\$ 66,678</b>	<b>\$ 3,811,549</b>
<b>LIABILITIES</b>					
Accounts Payable	\$ 24,951	\$ -	\$ -	\$ -	\$ 24,951
Accrued Expenses	77,305	-	-	-	77,305
Deposits	1,100	-	-	-	1,100
Deferred Revenue	12,053	38,828	-	-	50,881
Due To Other Funds	37,234	-	-	-	37,234
<b>TOTAL LIABILITIES</b>	<b>152,643</b>	<b>38,828</b>	<b>-</b>	<b>-</b>	<b>191,471</b>
<b>FUND BALANCES</b>					
Reserved for Debt Service	-	2,006,738	928,423	-	2,935,161
Reserved for Capital Projects	-	-	-	66,678	66,678
Unreserved/Undesignated	618,239	-	-	-	618,239
<b>TOTAL FUND BALANCES</b>	<b>\$ 618,239</b>	<b>\$ 2,006,738</b>	<b>\$ 928,423</b>	<b>\$ 66,678</b>	<b>\$ 3,620,078</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 770,882</b>	<b>\$ 2,045,566</b>	<b>\$ 928,423</b>	<b>\$ 66,678</b>	<b>\$ 3,811,549</b>

Statement of Revenues, Expenditures and Changes in Fund Balances  
 For the Period Ending March 31, 2011

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ 1,500	\$ 750	\$ 2,529	\$ 1,779
Judgements and Fines	-	-	201	201
Interest - Tax Collector	-	-	58	58
Special Assmnts- Tax Collector	622,750	518,960	318,321	(200,639)
Special Assmnts- CDD Collected	914,363	457,182	457,182	-
Special Assmnts- Delinquent	-	-	640	640
Special Assmnts- Discounts	(24,910)	(20,760)	(12,190)	8,570
<b>TOTAL REVENUES</b>	<b>1,513,703</b>	<b>956,132</b>	<b>766,741</b>	<b>(189,391)</b>
<b>EXPENDITURES</b>				
<b>Administrative</b>				
P/R-Board of Supervisors	9,600	4,800	6,200	(1,400)
FICA Taxes	734	367	474	(107)
ProfServ-Arbitrage Rebate	1,200	1,200	3,000	(1,800)
ProfServ-Dissemination Agent	500	500	-	500
ProfServ-Engineering	18,000	9,000	3,651	5,349
ProfServ-Legal Services	23,000	11,502	12,072	(570)
ProfServ-Mgmt Consulting Serv	54,091	27,046	27,045	1
ProfServ-Special Assessment	11,422	11,422	11,422	-
ProfServ-Trustee	11,000	11,000	10,748	252
Auditing Services	8,000	6,000	500	5,500
Communication - Telephone	175	85	113	(28)
Postage and Freight	1,200	600	399	201
Insurance - General Liability	19,850	19,850	21,575	(1,725)
Printing and Binding	5,000	2,502	2,074	428
Legal Advertising	1,000	498	142	356
Misc-Assessmnt Collection Cost	12,455	10,379	6,121	4,258
Misc-Contingency	1,000	498	163	335
Office Supplies	1,500	750	359	391
Annual District Filing Fee	175	175	175	-
Capital Outlay	750	375	-	375
<b>Total Administrative</b>	<b>180,652</b>	<b>118,549</b>	<b>106,233</b>	<b>12,316</b>
<b>Field</b>				
Payroll-Salaried	60	60	60	-
ProfServ-Field Management	79,813	34,141	32,741	1,400
<b>Total Field</b>	<b>79,873</b>	<b>34,201</b>	<b>32,801</b>	<b>1,400</b>
<b>Landscape</b>				
Utility - Refuse Removal	11,482	8,926	7,644	1,282

## Community Development District

Statement of Revenues, Expenditures and Changes in Fund Balances  
For the Period Ending March 31, 2011

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
R&M-Grounds	32,994	16,497	14,998	1,499
R&M-Irrigation	34,500	17,250	27,436	(10,186)
R&M-Tree Trimming Services	15,000	7,500	-	7,500
R&M-Trees and Trimming	21,115	10,557	11,658	(1,101)
R&M-Turf Care	283,001	141,501	139,001	2,500
R&M-Shrub Care	110,539	55,269	53,770	1,499
Miscellaneous Services	10,000	4,998	15,000	(10,002)
<b>Total Landscape</b>	<b>518,631</b>	<b>262,498</b>	<b>269,507</b>	<b>(7,009)</b>
<b>Utility</b>				
Electricity - General	40,000	19,998	18,193	1,805
Electricity - Streetlighting	385,220	192,610	188,376	4,234
Utility - Water & Sewer	83,000	41,502	48,373	(6,871)
<b>Total Utility</b>	<b>508,220</b>	<b>254,110</b>	<b>254,942</b>	<b>(832)</b>
<b>Operation &amp; Maintenance</b>				
Contracts-Lake and Wetland	21,360	10,680	9,180	1,500
Communication - Telephone	3,950	1,974	1,758	216
R&M-Common Area	18,806	9,402	6,807	2,595
R&M-Equipment	21,000	10,500	5,807	4,693
R&M-Pools	58,187	30,231	17,918	12,313
R&M-Roads & Alleyways	3,000	1,500	-	1,500
R&M-Sidewalks	10,000	4,998	-	4,998
R&M-Parks & Amenities	6,000	3,000	861	2,139
R&M-Hardscape Cleaning	10,000	4,998	-	4,998
Misc-Contingency	44,025	22,013	18,687	3,326
Misc-Security Enhancements	30,000	10,000	-	10,000
<b>Total Operation &amp; Maintenance</b>	<b>226,328</b>	<b>109,296</b>	<b>61,018</b>	<b>48,278</b>
<b>TOTAL EXPENDITURES</b>	<b>1,513,704</b>	<b>778,654</b>	<b>724,501</b>	<b>54,153</b>
Excess (deficiency) of revenues Over (under) expenditures	(1)	177,478	42,240	(135,238)
Net change in fund balance	\$ (1)	\$ 177,478	\$ 42,240	\$ (135,238)
<b>FUND BALANCE, BEGINNING (OCT 1, 2010)</b>	<b>575,999</b>	<b>575,999</b>	<b>575,999</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 575,998</b>	<b>\$ 753,477</b>	<b>\$ 618,239</b>	



Statement of Revenues, Expenditures and Changes in Fund Balances  
For the Period Ending March 31, 2011

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ 800	\$ 396	\$ 1,318	\$ 922
Special Assmnts- Tax Collector	1,038,106	865,085	530,044	(335,041)
Special Assmnts- Prepayment	-	-	18,119	18,119
Special Assmnts- CDD Collected	432,426	-	312,185	312,185
Special Assmnts- Delinquent	-	-	1,072	1,072
Special Assmnts- Discounts	(41,524)	(34,600)	(20,296)	14,304
<b>TOTAL REVENUES</b>	<b>1,429,808</b>	<b>830,881</b>	<b>842,442</b>	<b>11,561</b>
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Misc-Assessmnt Collection Cost	20,762	17,300	10,192	7,108
<b>Total Administrative</b>	<b>20,762</b>	<b>17,300</b>	<b>10,192</b>	<b>7,108</b>
<b>Debt Service</b>				
Principal Debt Retirement	305,000	-	-	-
Interest Expense	1,123,388	561,694	561,331	363
<b>Total Debt Service</b>	<b>1,428,388</b>	<b>561,694</b>	<b>561,331</b>	<b>363</b>
<b>TOTAL EXPENDITURES</b>	<b>1,449,150</b>	<b>578,994</b>	<b>571,523</b>	<b>7,471</b>
Excess (deficiency) of revenues Over (under) expenditures	(19,342)	251,887	270,919	19,032
Net change in fund balance	\$ (19,342)	\$ 251,887	\$ 270,919	\$ 19,032
<b>FUND BALANCE, BEGINNING (OCT 1, 2010)</b>	<b>1,735,819</b>	<b>1,735,819</b>	<b>1,735,819</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,716,477</b>	<b>\$ 1,987,706</b>	<b>\$ 2,006,738</b>	

Statement of Revenues, Expenditures and Changes in Fund Balances  
For the Period Ending March 31, 2011

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
<b>REVENUES</b>				
Interest - Investments	\$ 800	\$ 396	\$ 936	\$ 540
Special Assmnts- CDD Collected	1,198,145	-	-	-
<b>TOTAL REVENUES</b>	<b>1,198,945</b>	<b>396</b>	<b>936</b>	<b>540</b>
<b>EXPENDITURES</b>				
<b>Debt Service</b>				
Principal Debt Retirement	225,000	-	-	-
Interest Expense	1,000,688	500,344	500,344	-
<b>Total Debt Service</b>	<b>1,225,688</b>	<b>500,344</b>	<b>500,344</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>1,225,688</b>	<b>500,344</b>	<b>500,344</b>	<b>-</b>
Excess (deficiency) of revenues Over (under) expenditures	(26,743)	(499,948)	(499,408)	540
Net change in fund balance	\$ (26,743)	\$ (499,948)	\$ (499,408)	\$ 540
<b>FUND BALANCE, BEGINNING (OCT 1, 2010)</b>	<b>1,427,831</b>	<b>1,427,831</b>	<b>1,427,831</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,401,088</b>	<b>\$ 927,883</b>	<b>\$ 928,423</b>	

Statement of Revenues, Expenditures and Changes in Fund Balances  
 For the Period Ending March 31, 2011

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ -	\$ -	\$ 32	\$ 32
Dividends	-	-	22	22
<b>TOTAL REVENUES</b>	<b>-</b>	<b>-</b>	<b>54</b>	<b>54</b>
<b>EXPENDITURES</b>				
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Excess (deficiency) of revenues Over (under) expenditures	-	-	54	54
Net change in fund balance	\$ -	\$ -	\$ 54	\$ 54
<b>FUND BALANCE, BEGINNING (OCT 1, 2010)</b>	<b>-</b>	<b>-</b>	<b>66,624</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 66,678</b>	

**Notes to the Financial Statements**  
*March 31, 2011*

**GENERAL FUND - BALANCE SHEET**

**ASSETS**

**CASH AND INVESTMENTS**

See Cash and Investment Report on page 12 for details

**CASH ON HAND/ PETTY CASH**

Small amount of cash on hand for making immediate payments for miscellaneous small expenses.

**ASSESSMENTS RECEIVABLE, NET**

Delinquent assessments from FY2006 and FY2010

\$ 12,053

**INTEREST/DIVIDENDS RECEIVABLE**

Accrued interest from Certificate of Deposit

\$ 800

**LIABILITIES**

**ACCOUNTS PAYABLE**

Severn Trent Management Services - March 2011

\$ 11,398

Young Van Assenderp, P.A. - February 2011

8,423

Biotech Consulting - February 2011

1,530

Home Depot - March 2011

1,297

Robert's Pool Service - March 2011

1,180

Various invoices paid in April

1,124

Total \$ 24,951

**ACCRUED EXPENSES**

City Of St. Cloud - general electricity from 3/11 - 4/10/2011

\$ 31,330

City Of St. Cloud - streetlight electricity 3/11 - 4/10/2011

3,300

Luke Brothers - March 2011

41,145

Biotech Consulting - March 2011

1,530

Total \$ 77,305

**DEPOSITS**

Deposits for Pool Keys

\$ 1,100

**DEFERRED REVENUE**

Delinquent assessments from FY2006 and FY2010

\$ 12,053

**DUE TO OTHER FUNDS**

Assessments received in March and transferred in April.

\$ 37,234

**Notes to the Financial Statements**  
*March 31, 2011*

**GENERAL FUND - REVENUES AND EXPENDITURES**

**REVENUES**

INTEREST- INVESTMENTS	Interest earned on operating and investment accounts
JUDGMENT AND FINES	Court-ordered restitution to be paid in monthly payments until total restitution amount is collected.
SPECIAL ASSMNTS - TAX COLLECTOR	Non-Ad Valorem assessment collected by the tax collector on all the platted parcel.
SPECIAL ASSMNTS - CDD COLLECTED	Non-Ad Valorem assessments collected by the District on all the un-platted parcels.
SPECIAL ASSMNTS - DELINQUENT	Non-Ad Valorem delinquent assessments for FY2010, collected by the tax collector.
SPECIAL ASSMNTS - DISCOUNTS	Discounts on Non-Ad Valorem assessments collected by tax collector.

**EXPENDITURES**

**ADMINISTRATIVE**

FICA TAXES	Payroll Board
PROFSERV-ARBITRAGE REBATE	Grau and Associates - Arbitrage Report for Series 2004 - FY2008 through FY2010
PROFSERV-LEGAL SERVICES	Young van Assenderp, P.A. services as of February 2011
PROFSERV-TRUSTEE	Annual fees for Series 2001 and Series 2004 10/1/10 - 11/30/10
INSURANCE - GENERAL LIABILITY	Public Risk Agency - Paid in Full for FY 2011 - General Insurance Policy Splash pad/ fountain was added to the insurance policy in October 2011, resulting in an increase in the premium.
MISC-ASSESSMNT COLLECTION COST	Administrative and collection costs from Osceola County Tax Collector \$ 6,121 This amount includes collection costs for delinquent assessments for FY2010
MISC-CONTINGENCY	CenterState Bank Wire Fees for Non-Ad Valorem assessment sent electronically by the tax collector through March 2011.

**LANDSCAPE**

UTILITY - REFUSE REMOVAL	Luke Bros monthly fee for trash removal and litter control within District
R&M-GROUNDS	Luke Bros monthly fee to maintain ground cover and plant annuals within District
R&M-IRRIGATION	Luke Bros monthly fee for irrigation, maintenance. Walker Tech. monthly fee for Maxi-com. Unfavorable variance due to Luke Bros invoices for increased amount of irrigation repairs completed through March.

**Notes to the Financial Statements  
March 31, 2011**

**GENERAL FUND - EXPENDITURE (continued)**

R&M-TREES AND TRIMMING	Luke Bros monthly fee for pruning and maintenance for trees under 10 feet Unfavorable variance due to Luke Bros replacement of dead trees within the District in January.
R&M-TURF CARE	Luke Bros monthly fee for mowing, edging and maintenance of turf within District
R&M-SHRUB CARE	Luke Bros monthly fee for pruning, mulching and maintaining shrubs within District
MISCELLANEOUS SERVICES	Luke Bros ifee of \$15k for recent tree pruning, canopy and crown trimming along Main Blvd.
<b>UTILITY</b>	
ELECTRICITY - GENERAL	City of St. Cloud - services through March
ELECTRICITY - STREET LIGHTING	City of St. Cloud - services through March
UTILITY - WATER & SEWER	KUA - services through March. Invoices higher than usual due to seasonal usage.
<b>OPERATION &amp; MAINTENANCE</b>	
CONTRACTS-LAKE AND WETLAND	Bio-Tech Consulting monthly fees of \$1,530.
COMMUNICATION - TELEPHONE	AT&T paid through March 2011
R&M-COMMON AREA (DISTRICT FACILITIES)	District facility's expenditures; various invoices from Grainger, Northern Tool & Equipment Home Depot and Propet Distributors. One - time increase of expenditures to provide supplies to new full-time assistant.
MISC-CONTINGENCY	Utility vehicle purchased from Five Star Tractor & Equipment Storage Unit from Williams Scotsman Inc., keys and jerseys for employees. Recycled fence repair and replacement.

**Notes to the Financial Statements  
March 31, 2011**

**DEBT SERVICE FUNDS (SERIES 2001 & 2004) - BALANCE SHEET**

**ASSETS**

<b>CASH AND INVESTMENTS</b>	See Cash and Investment Report on page 12 for details		
<b>ASSESSMENTS RECEIVABLES, NET</b>	Delinquent assessments from FY2006 and FY 2010	\$	38,828
<b>DUE FROM OTHER FUNDS</b>	Assessments received in March and transferred in April.	\$	37,234

**LIABILITIES**

<b>DEFERRED REVENUE</b>	Delinquent assessments from FY 2006 and FY2010	\$	38,828
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**DEBT SERVICE FUNDS (SERIES 2001 & 2004) - REVENUES**

**REVENUES**

<b>INTEREST- INVESTMENTS</b>	Interest earned on investments
<b>SPECIAL ASSMNTS - TAX COLLECTOR</b>	Non-Ad Valorem assessment collected by the tax collector on all the platted parcels
<b>SPECIAL ASSMNTS - PREPAYMENT</b>	Received payments for Debt Service prepayments
<b>SPECIAL ASSMNTS - CDD COLLECTED</b>	Non-Ad Valorem assessments collected by the District on all the un-platted parcels.
<b>SPECIAL ASSMNTS - DELINQUENT</b>	Non-Ad Valorem assessment collected by the tax collector for FY 2010
<b>SPECIAL ASSMNTS - DISCOUNTS</b>	Discounts on Non-Ad Valorem assessments collected by tax collector

# Harmony

## Community Development District

**Non-Ad Valorem Special Assessments  
Orange County Tax Collector - Monthly Collection Report  
For the Fiscal Year Ending September 30, 2011**

Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	Allocation by Fund	
					General Fund	Series 2001 Debt Service Fund
<b>ASSESSMENTS LEVIED FY 2011</b>				\$ 1,659,705	\$ 622,750	\$ 1,036,956
Allocation %				100%	38%	62%
11/08/10	\$ 2,186	\$ 128	\$ 45	\$ 2,359	\$ 885	\$ 1,474
11/9/2011**	-	(210)	-	-	-	-
11/18/10	54,820	2,331	1,119	58,269	21,864	36,405
12/08/10	638,052	27,128	13,021	678,202	254,473	423,729
12/23/11	46,304	1,792	945	49,040	18,401	30,640
01/07/11	21,146	649	432	22,226	8,340	13,886
02/07/11	18,488	482	377	19,347	7,259	12,088
03/09/11	18,361	187	375	18,922	7,100	11,822
04/11/11	682,810	74	13,935	696,818	261,458	435,360
<b>TOTAL</b>	<b>\$ 1,482,166</b>	<b>\$ 32,560</b>	<b>\$ 30,248</b>	<b>\$ 1,545,184</b>	<b>\$ 579,779</b>	<b>\$ 965,404</b>

% COLLECTED 93.10%      93.10%      93.10%

<b>TOTAL OUTSTANDING</b>	<b>\$ 114,522</b>	<b>\$ 42,970</b>	<b>\$ 71,551</b>
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\*\* Interest collected on FY 2010 delinquent assessments.



**Harmony**  
**Community Development District**

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**Cash and Investment Report**  
**March 31, 2011**

**General Fund**

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account- Operating	CenterState Bank	Interest Bearing Account	n/a	0.30%	\$153,264
Checking Account	BankUnited	Business Checking Account	n/a	n/a	\$100
Cash On Hand		Petty Cash	n/a	0.00%	\$500
Money Market Account	CenterState Bank	Money Market Account	n/a	0.30%	\$277,096
Money Market Account	Florida Shores Bank	Money Market Account	n/a	0.90%	\$100,901
Money Market Account	BankUnited	Money Market Account	n/a	0.85%	\$100,067
Certificate of Deposit	CenterState Bank	15 month CD	6/15/2011	1.75%	\$126,100

**Debt Service and Capital Projects Funds**

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2001 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.15%	\$518,030
Series 2001 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.15%	\$20,448
Series 2001 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.15%	\$1,430,739
Series 2004 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.15%	\$63,846
Series 2004 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.15%	\$3,229
Series 2004 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.15%	\$801,348
Series 2004 Reserve Fund	US Bank	GE Money Bank CD	8/5/2011	0.45%	\$60,000
				<b>Subtotal</b>	<b>\$861,348</b>
Series 2004 Construction Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.15%	\$66,678
				<b>Total</b>	<b>\$3,722,348</b>

**6B**

Invoice Approval Report # 132

April 15, 2011

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
<u>ADVANCED MARINE SERVICES</u>	51822	A	\$ 9.95
		Vendor Total	\$ 9.95
<u>AT &amp; T</u>	993377858X03262011	R	\$ 149.53
		Vendor Total	\$ 149.53
<u>BIO-TECH CONSULTING INC</u>	11985	A	\$ 1,530.00
		Vendor Total	\$ 1,530.00
<u>BROWARD COUNTY</u>	041211-47856	R	\$ 33.10
		Vendor Total	\$ 33.10
<u>CENTURY LINK</u>	030711-83185	R	\$ 49.19
	032511-08324	R	\$ 44.63
	040411-27636	R	\$ 48.71
		Vendor Total	\$ 142.53
<u>CITY OF ST CLOUD</u>	031111	R	\$ 34,601.15
		Vendor Total	\$ 34,601.15
<u>DOUG THOMPSON GRADING INC</u>	709	R	\$ 3,900.00
		Vendor Total	\$ 3,900.00
<u>FEDEX</u>	7-418-61113	R	\$ 7.04
	7-402-00765	R	\$ 6.49
	7-426-74689	R	\$ 16.74
	7-434-89966	R	\$ 40.62
	7-450-14166	R	\$ 7.10
		Vendor Total	\$ 77.99
<u>FLORIDA SITE &amp; SEED, INC.</u>	994	A	\$ 1,360.00
		Vendor Total	\$ 1,360.00
<u>GRAINGER</u>	877314856	R	\$ 408.63
		Vendor Total	\$ 408.63
<u>GRAU &amp; ASSOCIATES</u>	7322	A	\$ 3,500.00
		Vendor Total	\$ 3,500.00

Community Development District

Invoice Approval Report # 132

April 15, 2011

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
<u>HARMONY DEVELOPMENT CO, LLC</u>	032911	A	\$ 103.00
		Vendor Total	\$ 103.00
<u>HOME DEPOT CREDIT SERVICES</u>	33250	R	\$ 110.45
	3051378	R	\$ 90.26
	5115798	R	\$ 34.98
	2053189	R	\$ 63.27
	7054041	R	\$ 57.98
	55061	R	\$ 100.66
		Vendor Total	\$ 457.60
<u>JP ORLANDO LLC</u>	1312A	R	\$ 262.65
		Vendor Total	\$ 262.65
<u>KISSIMMEE UTILITY AUTHORITY</u>	032511	R	\$ 7,676.75
		Vendor Total	\$ 7,676.75
<u>LUKE BROTHERS INC.</u>	1102-99673	R	\$ 38,595.75
	1101-99425	R	\$ 38,595.75
		Vendor Total	\$ 77,191.50
<u>ORLANDO SENTINEL</u>	997425001	R	\$ 59.00
		Vendor Total	\$ 59.00
<u>OSCEOLA COUNTY HEALTH DEPARTME</u>	032911-00621	R	\$ 325.00
	032911-00634	R	\$ 200.00
	032911-00622	R	\$ 200.00
	032911-00687	R	\$ 325.00
		Vendor Total	\$ 1,050.00
<u>ROBERTS POOL SERVICE &amp; REPAIR</u>	031511	A	\$ 1,180.00
		Vendor Total	\$ 1,180.00
<u>SEVERN TRENT ENVIRONMENTAL SER</u>	2052832	A	\$ 11,397.52
		Vendor Total	\$ 11,397.52
<u>SPIES POOL LLC</u>	221533	A	\$ 275.75
	221534	A	\$ 375.60
	221810	A	\$ 539.75
		Vendor Total	\$ 1,191.10

Community Development District

Invoice Approval Report # 132

April 15, 2011

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
<u>THE SHERWIN -WILLIAMS CO</u>	7007-8	R	\$ 127.73
		Vendor Total	<u>\$ 127.73</u>
<u>WALKER TECHNICAL SERVICES</u>	875	A	\$ 250.00
		Vendor Total	<u>\$ 250.00</u>
<u>WOOLPERT INC.</u>	2011001530	A	\$ 1,008.75
		Vendor Total	<u>\$ 1,008.75</u>
<u>YOUNG VAN ASSENDERP, P.A.</u>	10956	A	\$ 3,390.14
	11056	A	\$ 5,033.00
		Vendor Total	<u>\$ 8,423.14</u>
		Total	\$ 156,091.62
		<b>Total</b>	<b>\$ 156,091.62</b>

**Harmony  
Community Development District**

**Check Register**

**March 1 - March 31, 2011**

**Harmony  
Community Development District**

**Check Register by Fund  
For the Period from 3/1/2011 to 3/31/2011  
(Sorted by Check No.)**

Fund No.	Check No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount
<b>GENERAL FUND - 001</b>								
001	52212	03/24/11	ADVANCED MARINE SERVICES	51425	BOAT SUPPLIES	R&M-Equipment	546022-53910	\$594.29
001	52199	03/10/11	AT & T	993377858X02262011	#993377858 1/19-2/18	Communication - Telephone	541003-53910	\$156.50
001	52231	03/30/11	AT & T	993377858X03262011	#993377858 2/19-3/18	Communication - Telephone	541003-53910	\$149.53
001	52193	03/02/11	A-Z BACKFLOW INC.	11-228	BACKFLOW TESTING	R&M-Irrigation	546041-53902	\$225.00
001	52213	03/24/11	BIO-TECH CONSULTING INC	11694	AQUATIC PLANT MAINT-JAN	Contracts-Lake and Wetland	534021-53910	\$1,530.00
001	52190	03/02/11	CENTURY LINK	022511-11308	407-891-1308 2/25-3/24	Communication - Telephone	541003-53910	\$44.60
001	52200	03/10/11	CENTURY LINK	030411-27636	#4078927636 3/4-4/3	Communication - Telephone	541003-53910	\$48.72
001	52202	03/18/11	CENTURY LINK	030711-83185	#4074983185 3/7-4/6	Communication - Telephone	541003-53910	\$49.19
001	52203	03/18/11	CITY OF ST CLOUD	031111	BILING PERIOD 2/8-3/10	Electricity - Streetlighting	543013-53903	\$31,462.07
001	52203	03/18/11	CITY OF ST CLOUD	031111	BILING PERIOD 2/8-3/10	Electricity - General	543006-53903	\$3,139.08
001	52201	03/14/11	DOUG THOMPSON GRADING INC	709	HARMONY PIPELINE PATH EXPANSION	Misc-Contingency	549900-53910	\$3,900.00
001	52191	03/02/11	FEDEX	7-403-24240	#0012-7 2/15-2/17	Postage and Freight	541006-51301	\$34.68
001	52204	03/18/11	FEDEX	7-418-61113	#0012-7 2/25	Postage and Freight	541006-51301	\$7.04
001	52207	03/21/11	FEDEX	7-402-00765	#3320-0 2/15	Postage and Freight	541006-51301	\$6.49
001	52228	03/28/11	FEDEX	7-426-74689	#0012-7 3/7	Postage and Freight	541006-51301	\$16.74
001	52198	03/04/11	FIVE STAR TRACTOR & EQUIPMENT	125074	PREVENTATIVE MAINT:UTILITY VEHICLE	Misc-Contingency	549900-53910	\$186.04
001	52197	03/03/11	FLORIDA SITE & SEED, INC.	983	MANHOLE REPAIR-FIVE OAKS DRIVE	Misc-Contingency	549900-53910	\$475.00
001	52194	03/02/11	GRAINGER	9464266999	DISC CAM LOCK	R&M-Common Area	546016-53910	\$28.36
001	52194	03/02/11	GRAINGER	9463648908	LAMP, TOWELS,CLEANSER	R&M-Common Area	546016-53910	\$406.97
001	52229	03/28/11	GRAINGER	877314856	LIGHTING REPAIR SUPPLIES/PAPER GOODS	R&M-Common Area	546016-53910	\$408.63
001	52214	03/24/11	GRAU & ASSOCIATES	7151	FY 2010 AUDIT PROGRESS BILLING	Auditing Services	532002-51301	\$500.00
001	52205	03/18/11	HOME DEPOT CREDIT SERVICES	33250	#0-8018 SUPPLIES	R&M-Common Area	546016-53901	\$110.45
001	52205	03/18/11	HOME DEPOT CREDIT SERVICES	3051378	#0-8018 SUPPLIES	R&M-Common Area	546016-53901	\$122.21
001	52205	03/18/11	HOME DEPOT CREDIT SERVICES	3051378	#0-8018 SUPPLIES	R&M-Common Area	546016-53901	(\$31.95)
001	52205	03/18/11	HOME DEPOT CREDIT SERVICES	5115798	#0-8018 SUPPLIES	R&M-Common Area	546016-53901	\$34.98
001	52205	03/18/11	HOME DEPOT CREDIT SERVICES	2053189	#0-8018 SUPPLIES	R&M-Common Area	546016-53901	\$63.27
001	52205	03/18/11	HOME DEPOT CREDIT SERVICES	7054041	#0-8018 SUPPLIES	R&M-Common Area	546016-53901	\$57.98
001	52205	03/18/11	HOME DEPOT CREDIT SERVICES	55061	#0-8018 SUPPLIES	R&M-Common Area	546016-53901	\$100.66
001	52232	03/30/11	HYDROCOM TECHNOLOGIES INC	2306	SERVICE TO IRRIGATION CONTROL SYSTEM	R&M-Irrigation	546041-53902	\$2,101.50
001	52192	03/02/11	KISSIMMEE UTILITY AUTHORITY	022511	BULLING PERIOD 1/22-2/16	Utility - Water & Sewer	543021-53903	\$5,539.31
001	52233	03/30/11	KISSIMMEE UTILITY AUTHORITY	032511	BILLING PERIOD 2/16-3/17	Utility - Water & Sewer	543021-53903	\$7,676.75
001	52215	03/24/11	LEDESMA INNOVATIONS INC.	011811	PRESSURE WASHING COMPLETION:DOG PARK	R&M-Parks & Amenities	546135-53910	\$350.00
001	52216	03/24/11	LUKE BROTHERS INC.	J013249	IRRIGATION WORK	R&M-Irrigation	546041-53902	\$250.00
001	52216	03/24/11	LUKE BROTHERS INC.	J013250	IRRIGATION WORK	R&M-Irrigation	546041-53902	\$450.00
001	52216	03/24/11	LUKE BROTHERS INC.	J013251	IRRIGATION WORK	R&M-Irrigation	546041-53902	\$450.00
001	52216	03/24/11	LUKE BROTHERS INC.	J013252	IRRIGATION WORK	R&M-Irrigation	546041-53902	\$15,000.00
001	52230	03/28/11	LUKE BROTHERS INC.	1102-99673	LAWN MAINTENANCE-FEB	R&M-Turf Care	546130-53902	\$7,833.07
001	52230	03/28/11	LUKE BROTHERS INC.	1102-99673	LAWN MAINTENANCE-FEB	R&M-Turf Care	546130-53902	\$9,943.13
001	52230	03/28/11	LUKE BROTHERS INC.	1102-99673	LAWN MAINTENANCE-FEB	R&M-Turf Care	546130-53902	\$2,474.38
001	52230	03/28/11	LUKE BROTHERS INC.	1102-99673	LAWN MAINTENANCE-FEB	R&M-Turf Care	546130-53902	\$2,916.18
001	52230	03/28/11	LUKE BROTHERS INC.	1102-99673	LAWN MAINTENANCE-FEB	R&M-Grounds	546037-53902	\$1,699.50

**Harmony  
Community Development District**

**Check Register by Fund  
For the Period from 3/1/2011 to 3/31/2011  
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Fund No.	Check No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount
001	52230	03/28/11	LUKE BROTHERS INC.	1102-99673	LAWN MAINTENANCE-FEB	R&M-Shrub Care	546131-53902	\$8,961.56
001	52230	03/28/11	LUKE BROTHERS INC.	1102-99673	LAWN MAINTENANCE-FEB	R&M-Trees and Trimming	546099-53902	\$1,592.93
001	52230	03/28/11	LUKE BROTHERS INC.	1102-99673	LAWN MAINTENANCE-FEB	R&M-Irrigation	546041-53902	\$2,375.00
001	52230	03/28/11	LUKE BROTHERS INC.	1102-99673	LAWN MAINTENANCE-FEB	R&M-Grounds	546037-53902	\$800.00
001	52230	03/28/11	LUKE BROTHERS INC.	1101-99425	LAWN MAINTENANCE-JAN	R&M-Turf Care	546130-53902	\$7,833.07
001	52230	03/28/11	LUKE BROTHERS INC.	1101-99425	LAWN MAINTENANCE-JAN	R&M-Turf Care	546130-53902	\$9,943.13
001	52230	03/28/11	LUKE BROTHERS INC.	1101-99425	LAWN MAINTENANCE-JAN	R&M-Turf Care	546130-53902	\$2,474.38
001	52230	03/28/11	LUKE BROTHERS INC.	1101-99425	LAWN MAINTENANCE-JAN	R&M-Turf Care	546130-53902	\$2,916.18
001	52230	03/28/11	LUKE BROTHERS INC.	1101-99425	LAWN MAINTENANCE-JAN	R&M-Grounds	546037-53902	\$1,699.50
001	52230	03/28/11	LUKE BROTHERS INC.	1101-99425	LAWN MAINTENANCE-JAN	R&M-Shrub Care	546131-53902	\$8,961.56
001	52230	03/28/11	LUKE BROTHERS INC.	1101-99425	LAWN MAINTENANCE-JAN	R&M-Trees and Trimming	546099-53902	\$1,592.93
001	52230	03/28/11	LUKE BROTHERS INC.	1101-99425	LAWN MAINTENANCE-JAN	R&M-Irrigation	546041-53902	\$2,375.00
001	52230	03/28/11	LUKE BROTHERS INC.	1101-99425	LAWN MAINTENANCE-JAN	R&M-Grounds	546037-53902	\$800.00
001	52217	03/24/11	MIRACLE RECREATION EQUIP CO.	708668	ADD A BAY ARCH	Misc-Contingency	549900-53910	\$1,744.69
001	52218	03/24/11	NAPA AUTO PARTS	576890	BOAT PARTS	R&M-Equipment	546022-53910	\$733.96
001	52218	03/24/11	NAPA AUTO PARTS	577034	BOAT PARTS	R&M-Equipment	546022-53910	\$567.88
001	52218	03/24/11	NAPA AUTO PARTS	CR577034	CORE DEPOSIT INV#577034	R&M-Equipment	546022-53910	(\$5.00)
001	52218	03/24/11	NAPA AUTO PARTS	578763	BOAT SUPPLIES	R&M-Equipment	546022-53910	\$78.05
001	52218	03/24/11	NAPA AUTO PARTS	579472	CABLE TERMINAL	R&M-Equipment	546022-53910	\$9.00
001	52195	03/02/11	ORLANDO SENTINEL	990671001	LEGAL AD-MTG 2/24	Legal Advertising	548002-51301	\$59.00
001	52206	03/18/11	ORLANDO SENTINEL	997425001	LEGAL AD-WORKSHOP 3/24	Legal Advertising	548002-51301	\$59.00
001	52234	03/30/11	OSCEOLA COUNTY HEALTH DEPARTME	032911-00621	#49-60-00621	R&M-Pools	546074-53910	\$325.00
001	52234	03/30/11	OSCEOLA COUNTY HEALTH DEPARTME	032911-00634	#49-60-00634	R&M-Pools	546074-53910	\$200.00
001	52234	03/30/11	OSCEOLA COUNTY HEALTH DEPARTME	032911-00622	#49-60-00622	R&M-Pools	546074-53910	\$200.00
001	52234	03/30/11	OSCEOLA COUNTY HEALTH DEPARTME	032911-00687	#49-60-00687	R&M-Pools	546074-53910	\$325.00
001	52219	03/24/11	ROBERTS POOL SERVICE & REPAIR	021511	POOL MAINTENANCE-FEB	R&M-Pools	546074-53910	\$1,180.00
001	52220	03/24/11	SEVERN TRENT ENVIRONMENTAL SER	2052442	MGT FEES-FEB	ProfServ-Mgmt Consulting Serv	531027-51201	\$4,507.58
001	52220	03/24/11	SEVERN TRENT ENVIRONMENTAL SER	2052442	MGT FEES-FEB	ProfServ-Field Management	531016-53901	\$6,301.34
001	52220	03/24/11	SEVERN TRENT ENVIRONMENTAL SER	2052442	MGT FEES-FEB	Postage and Freight	541006-51301	\$30.46
001	52220	03/24/11	SEVERN TRENT ENVIRONMENTAL SER	2052442	MGT FEES-FEB	Printing and Binding	547001-51301	\$270.80
001	52220	03/24/11	SEVERN TRENT ENVIRONMENTAL SER	2052442	MGT FEES-FEB	Office Supplies	551002-51301	\$55.00
001	52220	03/24/11	SEVERN TRENT ENVIRONMENTAL SER	2052442	MGT FEES-FEB	Communication - Telephone	541003-51301	\$1.07
001	52221	03/24/11	SPIES POOL LLC	CR216061	PD CANCELLED INVOICE #216061	R&M-Pools	546074-53910	(\$56.80)
001	52221	03/24/11	SPIES POOL LLC	221031	POOL SUPPLIES	R&M-Pools	546074-53910	\$134.90
001	52221	03/24/11	SPIES POOL LLC	221032	POOL SUPPLIES	R&M-Pools	546074-53910	\$74.95
001	52221	03/24/11	SPIES POOL LLC	220735	POOL SUPPLIES	R&M-Pools	546074-53910	\$55.00
001	52221	03/24/11	SPIES POOL LLC	220850	POOL SUPPLIES	R&M-Pools	546074-53910	\$1,445.90
001	52222	03/24/11	WALKER TECHNICAL SERVICES	863	MAXI-COM MONITORING-MARCH	R&M-Irrigation	546041-53902	\$250.00
001	52223	03/24/11	WOOLPERT INC.	2011000889	ENG FEES-JAN	ProfServ-Engineering	531013-51501	\$442.50



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Fund No.	Check No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount
001	52208	03/21/11	MARK W. LEMENAGER	PAYROLL	March 21, 2011 Payroll Posting			\$188.70
001	52209	03/21/11	STEVEN P. BERUBE	PAYROLL	March 21, 2011 Payroll Posting			\$188.70
001	52210	03/21/11	RAYMOND D. WALLS, III	PAYROLL	March 21, 2011 Payroll Posting			\$188.70
001	52211	03/21/11	ROBERT D. EVANS	PAYROLL	March 21, 2011 Payroll Posting			\$188.70
001	52224	03/25/11	MARK W. LEMENAGER	PAYROLL	March 25, 2011 Payroll Posting			\$377.40
001	52225	03/25/11	STEVEN P. BERUBE	PAYROLL	March 25, 2011 Payroll Posting			\$377.40
001	52226	03/25/11	RAYMOND D. WALLS, III	PAYROLL	March 25, 2011 Payroll Posting			\$377.40
001	52227	03/25/11	ROBERT D. EVANS	PAYROLL	March 25, 2011 Payroll Posting			\$377.40
							<b>Fund Total</b>	<b>\$174,089.37</b>
							<b>Total Checks Paid</b>	<b>\$174,089.37</b>

**6C**

## HARMONY LOG

DATE	CONCERN	ADDRESS	ACTION TAKEN	STATUS	NAME	PHONE
1/4/2011	water fountain is stuck	dog parks	Rick repaired	Complete TH	Amber Sorrels	
1/27/2011	dirt hole where sprinkler line was repaired	dog park/Cat Brier Trail	Waiting on sod, Luke	Pending TH	Randy Odden	702-572-5219
1/27/2011	2 bushes killed--need to be replaced	fence--small dog park	Luke requested to replace	Pending TH	Randy Odden	
1/27/2011	damaged fence at play equipment	Lakeshore Park	Repairs made.	Complete TH	Randy Odden	
2/2/2011	trees need trimming	Ashley Park	will be be trimmed as needed	Complete TH	Chad	
2/15/2011	several dogs ill, one deceased, from possible poisoning	Dog Parks	precautions taken by Luke Bros.	Complete TH	Kerul Kassel	
2/15/2011	same as above		will be addressed at CDD meeting	Complete TH	Bill Meissner	518-396-9856
2/21/2011	concrete at base of pillar being destroyed	Dog Park	April/May Project	Pending TH	Jack Vital	304-633-0166
2/24/2011	holes, need sod replacement	Dog park	April/May Project	Pending TH	Kerul Kassel	
2/28/2011	broken pipe/leaking	betw. Dog park & dog washing station @ Primrose Willow		Complete TH	Dave Lehman	201-406-0244
3/14/2011	misunderstanding with service dog owner & Thomas	Buck Lake		Complete TH	Jane Christensen	
3/14/2011	park overgrown with weeds, crape myrtles need trimming	behind 3313 Schoolhouse Rd.	Luke Responded /	Complete TH	Mark LeMenager	
3/16/2011	dog park had application of chemicals, not posted		Luke will post	Complete TH	Kerul Kassel	
3/29/2011	wants tree replacement	3314 Pond Pine Rd.	Order Placed / Est. Install 4/25-4/29	Pending TH	Justin Kramer	850-445-3432
3/30/2011	wants to replace dead tree	6929 Cupseed Lane	Order Placed / Est. Install 4/25-4/29	Pending TH	Jason Roberson	
4/4/2011	concerns over park at Buttonbush Loop		Luke Bros. aware of concerns	Complete TH	Jeanna McGinness	
4/6/2011	dog bin full and no bags for several days	opposite 3362 Cat Brier Trl		Complete TH	Jim Warren	

## **Seventh Order of Business**

**7cii**



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