

**HARMONY COMMUNITY
DEVELOPMENT DISTRICT**

MAY 26, 2011

AGENDA PACKAGE

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Harmony Community Development District

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May 19, 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, May 26, 2011** at **9:00 A.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 April 28, 2011 Meeting**
- 3. Subcontractor Reports**
 - A. Landscaping - Luke Brothers Report
 - B. Aquatic Plant Maintenance
 - i. Pond Management Presentation by Jim Thomas from Biosphere Consulting
 - ii. Bio Tech Report
 - C. Dockmaster/Field Manager - Buck Lake Boat Use Report
- 4. Presentation of Fiscal Year 2012 Proposed Budget**
 - A. Discussion of Fiscal Year 2012 Proposed Budget
 - B. Consideration of Resolution 2011-04 Approving the Fiscal Year 2012 Proposed Budget and Setting a Public Hearing
- 5. Discussion Items**
- 6. District Manager's Report**
 - A. April 2011 Financial Statements
 - B. Invoice Approval #133 and Check Run Summary
 - C. Public Comments/Communication Log
 - D. Report on Number of Registered Voters - 615
- 7. Staff Reports**
 - A. Attorney – Final Rules of Procedure
 - B. Engineer
 - C. Developer – Hydrocom Irrigation Controller Repair
- 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, April 28, 2011 at 6:00 p.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
Kerul Kassel	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.
Steve Boyd	Engineer: Woolpert
Thomas Belieff	Dockmaster/Field Manager
Brenda Burgess (<i>by phone</i>)	Moyer Management Group
Greg Golgowski	Harmony Development Company
Todd Haskett	Harmony Development Company
Pete Lucadano	Luke Brothers
Mike McMillan	Luke Brothers
Larry Medlin	Bio-Tech Consulting
Rick Nipper	Toho Water Authority
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 6:00 p.m.

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

SECOND ORDER OF BUSINESS

Approval of the Minutes of the March 24, 2011, Workshop and Regular Meeting

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

Mr. Berube stated Mr. Qualls's name needs to be corrected on Page 1. Page 12 under Item C should read "we replaced the batteries." Clayburn is referenced on several pages and it should be Clay Brick.

Mr. Walls stated Page 29 should read "I am fine replacing them around certain ponds provided that we have the assurance that most of the people who have property directly adjacent to those ponds do not want fishing." Page 32 near the bottom should read "they

are parking legally.” I made a comment about the stormwater management document, and the minutes correct as written. I referred to one of the purposes of the stormwater ponds being recreational, and I misspoke because I did not have the document in front of me. I should have said it is an amenity. I had recreation in my head. The minutes are correct, but I should have said they are an amenity, so I want to set that straight in the record.

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, approval was given to minutes of the March 24, 2011, workshop and meeting, as amended.

THIRD ORDER OF BUSINESS

Subcontractor Reports

A. Landscaping – Luke Brothers

Mr. Lucadano introduced Mr. Mike McMillan, who is the new Project Manager for Harmony. I introduced Mr. Gary Locke last month and we were going to try him in this position since he has been a long-term employee. Mr. Haskett has been extremely helpful in working with me on a daily basis in providing his feedback and both of us closely evaluating the program. We determined that Mr. Locke was not the best fit for Harmony and what Harmony needed. At the same time, I had been talking with Mr. McMillan, who worked for Luke Brothers in the past. He has been a Branch Manager for us in our Jacksonville branch, in the north Hillsboro County branch, and also in our Las Vegas, Nevada branch when our company was doing a lot of work in that area in early 2000s. Mr. McMillan stayed on the West Coast and has been working for a large company called Brickman Landscape in West Palm Beach. We had a great opportunity to consider Mr. McMillan for Harmony, and he accepted our offer. Since that time, Mr. McMillan has been working closely with Mr. Haskett. Mr. McMillan knows the Luke Brothers standard and he clearly understood the Harmony standard and where the two meet. He has been aggressively working with Mr. Haskett to accomplish that over the past several weeks. So far we are getting things to where we want them and need them to be as we committed in our service plan.

Mr. Haskett stated there has been a dramatic change in the past two weeks. Mr. McMillan came in and immediately started making changes. He added some people and removed some people. He is training the crews, including riding the mowers to train them how to do certain things. We did a drive through today on half of the property, and the results I saw were very encouraging. There are a few issues here and there, but they are

ones you can accept as part of the growing pains and daily routine of landscape maintenance. There are no major issues that I have to report. Irrigation issues come up from time to time and they are trying to work through some dry areas. Overall, there has been a huge improvement. I am very happy to report that, and Mr. McMillan is a great asset to the team.

Ms. Kassel stated I was not able to attend the March meeting so perhaps you already discussed this, but we have had problems with irrigation breaks and we were investigating the causes. Do we have any indication of what was going on or do we have any definitive answers?

Mr. Boyd stated I have not looked into that issue any further because we are waiting for more data. I am not aware of there being any new information.

Mr. Haskett stated the only things we were working on were the pumps and the soft-start controls of how that system works. We have not had any issues with mainline breaks, no more than usual. Now the issue is not having water when we need it, which is becoming prevalent more often than it has been. Today, there was no water. It is very disappointing to call Toho Water Authority and get the answer that it is not your watering day or they will get to it. It is not acceptable when you have new turf and landscaping. That has been their standard answer the last three times, but today I could not even get in contact with anyone.

Ms. Kassel stated we have a 24-hour period in which to water, starting Wednesday at 9:00 a.m. through Thursday at 9:00 a.m. Our sprinkler system did not go off at 6:00 a.m. this morning.

Mr. Evans asked are you saying Toho Water Authority is turning off the water source?

Mr. Haskett stated it is not being turned off, but what is happening each time we advised them of it, the pumps are going down or there are electrical problems with the breakers, or other similar issues.

Mr. Berube stated either Mr. Rick Nipper or Mr. Brian Wheeler told me that in next year's budget, they are budgeting for a new control system for the irrigation water, which should eliminate all these on-again, off-again problems. It is my understanding they are not manually turning off the water because of it being the wrong watering day. The water is on all the time except when the control system goes down.

Mr. Rick Nipper stated yes, that is accurate. We are trying to find money this year to try to take care of this issue as soon as possible.

Ms. Kassel stated we had a huge main break on April 7, 2011, although it might not have been irrigation, which meant that the community did not have water for some time.

Mr. Nipper stated there are two different water sources. That was to the potable water distribution system.

Mr. Evans stated I think we had water pressure surges, which caused a lot of breaks in the irrigation system when it would lose pressure and then it would come back. It hit a lot of heads on the dead ends and at a lot of the Ts. We incurred thousands of dollars in irrigation repairs as a direct result of that surge. There was a monitoring device that was incorporated to track the variance of the pressures and the impact that it might be having. What was the end result of that?

Mr. Haskett stated the pressure was jumping from 120 psi down to 20 psi or 30 psi within one minute. I do not know if that is an indication of their pumps going on or off, but we could have 12 or 14 different zones running at once when the pressure fluctuates, and their pumps cannot keep up with it. We have reported those and we will see what happens.

Ms. Kassel asked have we had any change since it has been reported?

Mr. Haskett stated we have not had any further mainline breaks. They claimed the problem was fixed, but they never said what the problem was. I only know in talking with some of the technicians at the pumps when they were asking for our help to get more water flowing in certain stages for the pump to kick on.

Mr. Evans asked do you want to provide your best estimate as to what the overall irrigation repairs cost? Some of the irrigation repairs were not related just to that issue.

Mr. Haskett stated probably \$8,000 to \$10,000 in this budget year, which is extreme.

Mr. Evans asked do you think those are related to the pressure surges?

Mr. Haskett stated yes, absolutely.

Mr. Moyer stated we are \$10,186 over budget for irrigation.

Mr. Evans asked do the irrigation repair invoices distinguish between those that may be attributed to the pressure surges versus those that may be other issues, such as someone driving over a head?

Mr. Haskett stated yes, they are itemized.

Mr. Lucadano stated what we have done to make it better for Mr. Haskett and to provide better information for him is we designed an Irrigation Reporting Form that is very specific to the Harmony property. The method we put together is when the inspection happens during the month, those inspection reports are provided to Mr. Haskett in real-time fashion. That report will indicate what zones were inspected and what repairs were made so that all invoicing will directly correspond to those inspection reports. I think that gives the District much better documentation and support on the cost, the issue, and when the repair happened.

Mr. Evans stated relative to the irrigation design, some places have dead ends, and that is where you will have most of the impact. If you have a great fluctuation in the pressure, those impacts will occur all along the lines, as opposed to just the sensitive T points where you may not have thrust blocks on a two-inch line or a one-inch line. Are you seeing any kind of consistency as far as where these impacts are occurring, or are they throughout the system?

Mr. Haskett stated it was specific to the connection to the valve. As it comes off the mainline at a 45° or 90° angle going to the valve, it snaps right at the mainline into that T. Every mainline break has been that way, even the telescoping coupling. Along U.S. 192, they just installed it before Christmas, and we had another spike in pressures, and that sleeve blew out. The plastic is very thick, but the pressure split it down the middle of a four-inch main.

Mr. Berube asked when you refer to valves, are you referring to the electric valves that turn the water on and off?

Mr. Haskett stated yes, for each zone as it comes off the mainline into a zone.

Mr. Berube asked are they hammering closed too much?

Mr. Haskett stated from what I understand from Rainbird, when the valve shuts too hard, it creates a hammer effect. According to them, the Rainbird valves are notorious for being slow closing while another zone comes on, so the pressures are equalized. We have not noticed anything like that yet.

Mr. Evans stated as it stands right now, hopefully the system is getting better and we are going to have to endure until Toho Water Authority takes corrective action.

Mr. Haskett stated if things change, we will definitely make you aware of it.

Mr. Evans stated then we will figure out who should receive the bill.

Mr. Berube stated my observation is that the irrigation water pressure is generally lower. Have you lowered the irrigation pressure on an overall basis?

Mr. Nipper stated I do not know what the distribution system was designed for. They are trying to achieve a certain psi for irrigation water. I will go back and look at our records. There is a control system that will see if the pressures are working, and I am sure they document that data. That control system is part of what we are looking to change out to a SCADA system to tell the pumps to come on automatically. The current system is a bit antiquated and is the system that was installed when the plant was built, prior to Toho Water Authority taking it over. We will bring it up to current standards.

Mr. Evans asked the data that has been collected for the variations in pressure, is it on a worksheet or a spreadsheet?

Mr. Haskett stated it is a graph over a week-long period. It registered the highest spike and the lowest spike.

Mr. Evans asked would you forward that to Mr. Nipper?

Mr. Haskett stated yes.

Mr. Nipper stated I am also interested in how many zones come on at the same time and how many pumps you have compared to the number of zones. I am happy to review that information.

Mr. Evans stated I will ask Mr. Haskett to share any other information that we have as far as the timing and sequence, when we noticed these spikes, so that Mr. Nipper can compare it with his data to determine if we can find a link where these events are occurring. It could be where they are testing the system at certain times or stages. It can be any number of things.

Mr. LeMenager stated I would like to compliment Luke Brothers on their reorganization. I have been personally walking to all the pocket parks, and they look substantially better than they used to look. I think it was a very good idea on your part.

Mr. Lucadano stated the parks team has been very effective. One change that Mr. McMillan made to that is he put them in an organized routine. The parks rotation generally takes the crew about three days, so Mr. McMillan put them on a weekly rotation of the main entrance features and monuments as well as the town square. We are now treating those areas as specialty park areas with weekly detail, trimming, weeding,

and trash pickup. We are providing more detailed service in the high-visibility areas for the residents than we were in the past.

Ms. Kassel stated there are two plazas that have round planting beds with annuals. I would ask you to look at those because it does not appear as if the material that was used is pursuant to the contract. They were planted some feet in from the edge. We would prefer not to have that kind of thing happen again.

Mr. Lucadano stated that is on our list to review.

Mr. Berube stated normally I am hard on Luke Brothers, but not this month because of their supervisory change. I spoke with Mr. Haskett last week, and he said he was very impressed. I have been watching, and there has been a general greening up. There are still some areas that I am not happy with, but I will give that some more time to work itself out because Mr. Haskett says that Mr. McMillan is working well. I saw him out on the golf cart this morning. Mr. Jason Schafer used to drive around on a bicycle or a golf cart. There is no way of seeing this property better than getting on a golf cart the way you were this morning. I know it is nicer to drive around in a truck, but it is easy to miss a lot of things in that truck. If you can get on the smaller paths, things look a lot different from the paths than they do from the street. I think things are on an upswing and the property is looking good.

Mr. McMillan stated I want to say thank you to Mr. Haskett for helping me get acclimated with the property. I am moving around in my truck because I am trying to get the crews to be as efficient as possible in what they are doing. By next week, you will see me in one of our Gators working with the crews and handling issues on my own, especially if it is something I can simply handle myself rather than sending an entire crew back to address it. Whenever you see me on the property, please feel free to ask me any questions.

B. Aquatic Plant Maintenance – Bio-Tech Consulting

Mr. Medlin reviewed the monthly aquatic maintenance report, which was included in the agenda package and available for public review in the District Office during normal business hours.

Mr. Medlin stated the second round of our plantings has been completed. This month we treated the ponds twice. My overall impression is that we have not had very many major problems. I think one or two ponds have algae, and the plants have been under control.

Ms. Kassel stated I spoke with someone from the County Extension office about pond maintenance. One of the things this person said is when you have a contract that says they need to treat, then they will treat whether the pond needs it or not. Perhaps when we redo this contract, we should say to treat when necessary and also create some guidelines as to when treatment is necessary, rather than just having a policy or a contract that designates monthly treatment.

Mr. Walls stated I also looked into pond maintenance. I am sure that the people at the South Florida Water Management District (SFWMD) office and the County Extension office operate within the Sunshine Laws because as I understand it, we all contacted them separately. They provided me with two videos that I will provide to Mr. Moyer for his review and to distribute as necessary. They are not copyrighted so we can make copies. These videos are tutorials about stormwater retention pond maintenance. What I gathered from my research is that we are overdoing it. A lot of what we are doing is aesthetic more than necessary for stormwater maintenance. Going forward, as Ms. Kassel mentioned, we need to address our program to maintain the ponds on an as-needed basis rather than a continual basis.

Mr. Evans asked is a lot of the treatment you are doing pre-emptive or reactionary?

Mr. Medlin stated it is all reactionary. I look at every pond every month. Many times it is a drive-around. The ponds that have the algae and the ones I am treating are usually the same ponds or little areas. None of my chemicals will work before a plant is actually growing. They actually work better when the plants are actively growing.

Mr. Walls stated I think we are being reactionary to a higher standard than is necessary, from everything I have gathered. SFWMD was very helpful, but it seems we are doing a lot more than we need to do, in order to keep our stormwater ponds in a functional state.

Mr. Evans stated we spent an enormous amount of time talking about the quality and appearance of our landscaping, and we spent a tremendous amount of time chastising Luke Brothers over and over about the slightest little incident when it comes to landscaping. Aesthetics is a big issue in Harmony, so I would not totally discount aesthetics in the ponds because that is a factor.

Mr. Walls stated I would very much agree. The issue I raised last month is we are doing a lot of aesthetic maintenance on ponds that are not CDD ponds. Especially on

those ponds, I think we need to scale back and do only what is necessary for keeping the stormwater system functional. A lot of what we are doing to treat our ponds, according to the people I am talking to, is not necessary for functionality. I am not comfortable spending money on aesthetics for ponds we do not own.

Mr. Berube stated Ms. Kassel and I attended a seminar a couple months ago and there were some pointed questions of the experts in attendance. The question I raised was if we should be spraying a lot, and the answer I received was that we probably should not be spraying. We need to attack this from a different perspective. On Page 2 in the material I distributed, most homeowners associations and CDDs treat ponds in the same typical manner: spray the aquatic plants at the water's edge and treat for algae. That is exactly what we are doing. There is nothing wrong with that; it has been the accepted standard. On the next page, Florida Friendly plants are slightly different as we occasionally spray the undesirables and seasonally cut back on vegetation overgrowth. The question then becomes whether or not to spray for algae. What I got from that seminar is that a pond is not generally going to be harmed until 50% of its surface is covered by the algae. The looks of the pond may be undesirable for some people, and this is where we get into the aesthetics versus healthy pond discussions. The key is on Page 3 under Pond Maintenance. There are a couple of nicely done ponds with what appears to be Jasmine along the water's edge. That does several things; it stabilizes the bank of the pond, makes it look pretty, and catches fertilizer running down the banks, and with the fishing issue, we may discourage some people from approaching the ponds. Page 4 shows erosion control while Page 5 shows some examples of nicely done shorelines, all of which are easily applicable to Harmony. The problem is that I do not know how we design a plan for this because our ponds are so different in where they are and how they look with different bank angles and other issues. If we agree on this, I would ask Mr. Golgowski for some recommendations. I already discussed this issue with Mr. Golgowski and somewhat with Mr. Medlin. I do not know if we can simply ask these gentlemen to give us some ideas for the ponds, perhaps the ones that are bordered by houses first. It is easy to see when you look at our ponds that some do not look very nice. There is a certain amount of outcry from residents who want the ponds to look better, and Mr. Golgowski hears that more than I do. I think there is a demand for prettier ponds.

Ms. Kassel stated one of the things that Page 3 shows is, not only is there Jasmine but there are some unmowed pond edges. I am not suggesting that we have completely unmowed pond edges, but we have pond edges that have some sort of growth. I recall Mr. Golgowski saying that the back side of the Birchwood pond was supposed to be left unmowed, or can be mowed to a height of six, eight or twelve inches. It is not unrepresentable, but you are still filtering out a lot of the contaminants, fertilizers and things that will end up in the pond and create algae growth and the growth of other plants that we do not want. That is another Florida Friendly means to lessen the need for pond maintenance.

Mr. Evans asked is this material simply for our information or is there a proposal you are suggesting? Where are we going with this?

Mr. Berube stated I do not know how we make a proposal out of this because we have so many varying ponds that look different in so many different places.

Mr. Evans stated identify what your objectives are.

Ms. Kassel stated as Mr. Walls discussed, one of the objectives is to start backing off from more extensive maintenance on the golf course ponds. The second thing is, can we create a plan as a CDD to have a more hands-off approach with a more Florida Friendly maintenance plan?

Mr. Evans asked so are you saying that the golf course, as a property owner, should be treated in an inferior manner than the ponds that the CDD owns?

Mr. Berube stated no, I do not think so.

Mr. Evans stated no matter if it is the golf course, a homeowner or another landowner, they are all property owners. You cannot look at them differently.

Mr. Walls stated I think the big difference is that we are maintaining something that we do not own. I am not sure we do that in any other setting.

Mr. Evans asked they are contributing to the CDD.

Mr. Walls stated the CDD does not come onto my property to mow my grass. That is what this is similar to.

Ms. Kassel stated we had discussions about this previously and all of the ponds are a system that is the stormwater management system. They all work together to manage stormwater.

Mr. Walls stated I am in favor of doing maintenance that will keep them functional as stormwater ponds, but not for aesthetics. I do not think anyone can argue that is a lot of what we are doing. I do not see the need for us to do that for ponds we do not own.

Mr. Evans asked when you refer to aesthetics, do you mean algae?

Mr. Walls stated yes, and other plants that are considered invasive.

Mr. Boyd stated with algae treatments, if you wait until it is such an obvious maintenance problem, then it is more difficult to get rid of and there will be a really bad transition period.

Mr. Evans stated it is my understanding that we will end up with a lot of dead biomass.

Mr. Medlin stated if the algae get to over 50% and you want to decrease it down to less than 50%, it will take a lot of chemicals to knock it back. Plus it is treating a lot of algae at one time, which reduces the oxygen rapidly and causes fish kills. We would only be able to knock it back a little at a time. The Spikerush and Bladderwort that I spray are not listed as exotic plants, but are considered nuisance plants. There is no nuisance list, but Aquatic Managers like Bio-Tech and Water Management Districts have an understanding of certain plants that create a nuisance, such as Cattails and Carolina Willow. If you see how they grow, they take over everything. Spikerush and Bladderwort are also like that; they take over and keep growing and shade out other plants, possibly clogging the outfall structures. All of the ponds must have the outfall structures maintained to keep the stormwater levels maintained so they do not clog and cause the pond to fill up.

Mr. Evans stated let us look at this in a risk-versus-reward standpoint. There is a suggestion that we should not be treating for algae as often. What are we spending annually for treating algae?

Mr. Berube stated \$18,000 for all pond maintenance.

Mr. Evans stated if we reduce it by half or some nominal amount for the treatment of algae, and then we do have a major algae bloom that takes over, they will have to come back out and treat for that to avoid the risk of it clogging up the drainage system in advance of a storm event. What is the risk of that happening? We have saved a little, and we are all in favor of saving money where we can when it is prudent, but there is a risk factor. If the algae cover too much of the pond, there is a potential for a fish kill when

you go to treat it. There may be a large dead biomass and if there is a rain and a flushing, it will get into the control structures and can clog it or impede the functionality of the stormwater system. That will create flooding or other kinds of issues. In this analysis, we consider the risk versus the reward. Will we save \$9,000, but run the risk of a failed system in some capacity? I do not know the answer to that, but it needs to be considered as you discuss this issue.

Mr. LeMenager stated I agree. The most important person who has addressed this issue is Mr. Boyd. This is the stormwater management system. We had one terrible water event with Hurricane Faye, and our system worked perfectly. Aesthetics and other things aside, the only people in this room that I will trust to make a decision are the people who are professionals in this field. I appreciate that we are trying to educate ourselves as much as possible, but the system was designed, it had a severe test, and it worked wonderfully. Let us not necessarily change that. We will have more hurricane and storm events.

Mr. Walls stated I do not want you to think I have a plan that we should follow because I am an expert in this field, because I am not. I know what I have read about this, but I am suggesting that we review what we do, which I think is a good thing. Perhaps we should have someone come from SFWMD who deals with stormwater ponds. They have people who can come here and look at our systems.

Mr. Berube stated Mr. Golgowski knows of an expert, Mr. Jim Thomas, who can also address this issue with the Board.

Mr. Golgowski stated the approach we have been taking in managing the ponds is more than just stormwater, right from the beginning. First of all, they are holes in the ground and they are artificial systems. We are trying to steer them toward a more natural system that is in balance. If we ever get to that point, then maybe we can take more of a hands-off approach and let it operate naturally. We are managing them for stormwater, and all they want you to do is provide a hole in the ground and an outfall, and let the water move as the Engineers designed it. I think we have been guiding the bank growth and the edge of the pond growth to provide nutrient uptake through plantings in the ponds. As a bonus of doing that, we have improved habitats and are seeing water birds and other wildlife that many people find desirable. There are a lot of invasive plants that are constantly threatening to displace the natives, and if that happens, we will lose all that

wildlife. There may be a nice grassy bank with some Asiatic Jasmine, but it will not be a Florida system. It will always be an artificial system. Our goal until now has been to have a mowing plan that is light on the banks, especially where they are against the conservation areas on the back of ponds where we do not mow the banks as much as the top of the bank, to try to trap the runoff. We are not planting them as some of the pictures show because it is an expense to plant the edges. As a result, it looks a little ratty sometimes, but the mowing helps. There are programs available, and Mr. Thomas has pioneered a philosophy of aquascaping the water to provide nutrient uptake, wildlife habitat, water quality improvement, and nicer aesthetics. You cannot just manage the ponds for stormwater treatment, and we have not ever done just that.

Ms. Kassel stated if Mr. Thomas is available, perhaps he could attend a meeting and make suggestions for our stormwater ponds.

Mr. Golgowski stated I will ask him.

Mr. Qualls stated I feel the duty to mention something that everyone touched on briefly. The question presented that I am interested in is, may a CDD utilize public funds in the management of water systems on ponds that it owns as well as private lakes? The answer is yes, but only if the management of those private lakes is necessary for the CDD to continue managing the CDD-owned water system. I would say that the funds used in the management of the private ponds should only be used to the extent necessary to enable the CDD to perform its duty of maintaining the CDD-owned water management system.

Mr. Walls stated given that advice, we really need to look at the type of work we are doing on ponds we do not own. If it not absolutely necessary to keep the stormwater system functioning properly, then we need to stop doing it.

Ms. Kassel stated I am sure Mr. Thomas can provide some suggestions for us.

Mr. Walls stated I think we are all in agreement that some of what we are doing is for aesthetics.

Mr. Berube stated that is correct.

Ms. Kassel stated it is not just for aesthetics. There are other things included.

Mr. Walls stated I agree, but I am talking about this one issue of spending funds on ponds that we do not own. It is not that I am out to get anyone. It is a matter of this is

CDD money from everyone who owns property in the CDD, and we should not be using that money to enhance other people's property.

Mr. Tome stated as a representative of that property owner, I will say a couple things. One, the calls that we receive in our office about the ponds are never about functionality; they are always about aesthetics. People call us about that on a regular basis if there is something to be called about on the ponds. Second, as a payer into the CDD, we are just as concerned about the aesthetics as much as any of the residents are. It is important that there be a level of aesthetics that is not harmful to the ponds or going over and above, which I do not think we have done by any stretch, especially over the past couple years in pulling back the manner in which we are treating the ponds. I will also point out that we are downstream, so what is coming to us is coming from ponds that are owned by the CDD or coming off lands from other property owners within the CDD that ultimately end up in those ponds. It is all one system that the CDD maintains.

Mr. Walls stated I hear what you are saying, but I could get weeds in my yard that are coming from my neighbor's lawn and I cannot make him pay to fix that.

Mr. Tome stated you could also look at installing a weir that would stop the water from flowing, which we could not and would not do. I see what you are saying, but the point you have to see is also from our point of view. What is coming to those ponds is coming via ponds that are owned by the CDD.

Mr. Walls stated if there is a deficiency on my lot that is my fault, it is not the CDD's job to come fix my house. I own the property and it is within the CDD boundary, but the CDD is not going to pay to make my house look better. All I am saying is if you own it, it should be your responsibility to make it look as nice as you would like it to be. If you are receiving complaints, then that is not my problem.

Mr. Tome stated the owner of those ponds has an agreement for the CDD to maintain those ponds because they are all part of one system. Therefore, we expect that those ponds will look equal to the other ponds in the other neighborhoods, simply due to the fact that what is coming to us is coming through CDD ponds.

Mr. Walls stated I disagree wholeheartedly.

Mr. LeMenager stated there is a contract in place, so if you disagree, ask for a copy of the contract to review.

Ms. Kassel stated it is my understanding from what Mr. Qualls said that the CDD is obligated to maintain the ponds on the golf course for stormwater management purposes. Beyond that, doing anything additional is outside the responsibility and the allowable expenditures of the CDD.

Mr. Qualls stated that is correct. The fundamental overriding principle is that you do not use public funds to maintain private property. To that extent, Mr. Walls raises a good point as it relates to his yard. The analysis is that you can maintain privately owned ponds only as necessary to maintain the CDD-owned ponds. If you spent a lot of money to maintain the CDD ponds, but the issue is upstream so you are not ever getting to the issue, then you could expend those funds on the private ponds if necessary for the CDD ponds.

Mr. Evans stated as a point of clarification, from what Mr. Golgowski described, the aesthetics is merely a by-product of a function of the ponds.

Mr. Golgowski stated that is correct.

Mr. Evans stated if you are going to sacrifice aesthetics, you are going to impact the function. What we are doing is maintaining the function, and the aesthetics is just an additional benefit versus the objective.

Mr. Golgowski stated that is correct. I think we need to keep Mr. Boyd's comment in mind, that this is a unified system. My house and my neighbor's lawn are not a system. They are totally separate. He can do what he wants on his property and I can do what I want on mine. That is not the case with the ponds. The ponds all have to be managed together, so I do not know if that is a good analogy to compare lawns to ponds.

Mr. Walls stated I think two lawns that are adjoining are the same as two ponds that are adjoining. Getting away from that, we just said we are paying to spray plants that are not on the invasive species list because it looks bad.

Mr. Golgowski stated that is not the case. They are noxious plants. They are not on the exotic invasive plant list, but they are noxious plants that will bring down a pond.

Mr. Walls stated the bottom line is we need an expert in the field who is independent, who can tell us what is an aesthetic type of activity and what is not.

Ms. Kassel stated he can tell us what are the best pond practices for our ponds specifically.

Mr. Boyd stated that is not clear cut as far as treating for aesthetics or not. If you do have an algae bloom, then it becomes more than an aesthetic issue. It will affect the chemistry of the pond.

Mr. Walls stated I fully understand, but I want to have someone who is independent come here and give us a full assessment of what we need to be doing.

Mr. Evans stated we have an Engineer who has been on this project since the very beginning, and that is his expertise.

Mr. Walls stated I do not know that his expertise is in the area of stormwater.

Mr. Evans stated he has far more expertise on these stormwater ponds than anyone else in this room.

Mr. Walls stated that may be the case, but I would like to find someone independent.

A Resident stated if you look long enough, you will find someone to give you the answer you want to hear.

Mr. Berube stated the reason for me bringing up this issue was never intended to cease what is currently being done. All of these enhancements shown in these pictures add to what is going on with the ponds. We spent money over the last couple years on plants at the banks of the ponds, and any additional plantings on the water's edge have two benefits. One, they are aesthetically pleasing, and two, they will help the water quality. Putting more plants in and around the water suck up the nutrients and limit the algae. This is not purely spending money to make the ponds look pretty. This enhances what Bio-Tech is already doing, and it is generally a common practice. Having said all that, Mr. Golgowski can invite Mr. Thomas to a future meeting for further discussion because apparently this needs more clarification.

Mr. Walls stated I agree.

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

Mr. Belieff reviewed the Monthly Boat Report, which was included in the agenda package and available for public review in the District Office during normal business hours.

Mr. Berube stated Mr. Belieff and I have the solar boat operational, and most of the credit goes to him. We have one small issue that we discovered today. Mr. Golgowski is going to track down the solar boat part supplier. We need a small gauge and once we install it, the boat looks operational and we will be able to put it in the water and then make a decision if we are going to encourage people to come use the solar boat or sell it.

I do not think we will get much for it if we sell it, but at least it will be operational and hopefully reliable. We have not spent much money doing these minor repairs.

Mr. LeMenager stated it is nice to see that we used more than two kayaks twice.

Mr. Belieff stated with the weather warming up, they will be used much more often.

Ms. Kassel asked what is the item for disciplinary actions?

Mr. Moyer stated that will be addressed later on the agenda.

D. Toho Water Authority Representative Update

Mr. Evans stated we have a number of questions related to the Toho Water Authority facilities, particularly with the notification letter that was sent recently. There seems to be a lot of concern, be it warranted or not, but we are just trying to understand it. A lot of questions have been directed to this Board to try to find an answer. These questions were directed to various members of Toho Water Authority. We are just trying to get answers directly from Toho Water Authority, and Mr. Nipper is here to answer them. One of the questions related to the building of the plant, is the plant built to standards? It is my understanding that the plant was designed, engineered, permitted and built based upon the standards at that time. We are interested in the basis for the warning letter. Please expand on that point.

Mr. Nipper stated I joined TOHO in 2007, but the plant was built in 2001 and 2002, and it did meet the standards at the time.

Mr. Evans stated we are receiving notices in the mail saying if we drink the water every day for 70 years, we might get cancer. I do not care how you read it; it is alarming. Anytime you receive a notice like this, you have to wonder how long it has been occurring. This is one of the questions that I have been asked. Have the TTHMs always been at this level?

Mr. Nipper stated no. The rules of the EPA were set in 2003, and the water quality was still below those thresholds. They lowered the numbers again in 2004 and 2005, which is what triggered the compliance issues.

Mr. Evans stated ever since that plant has been in operation, you monitor a number of elements, and the TTHMs are one of the elements you are monitoring. There were pre-existing standards at that time, but they were higher.

Mr. Nipper stated that is correct.

Mr. Evans asked was the level of the TTHMs consistent at a certain level throughout the entire duration that the plant has been operating?

Mr. Nipper stated I do not think we ran samples before of TTHMs because they were not required. They were consistently below the limits prior to the rule change. They were probably always there, just like every other water system in the United States. Apparently they came up with these numbers after some research. When they discover something that is an issue, it is dealt with and regulations are put on utilities companies and utility plants.

Mr. Evans stated these standards were lowered in 2004 or 2005, but Toho Water Authority still has not been able to address the problem on a consistent basis in six years.

Mr. Nipper stated they addressed it consistently for about 15 months in 2007. In 2004 or 2005 when the standards changed, a letter was mailed to everyone. Then Toho Water Authority came out to Harmony to explain what was happening. When I was hired in 2007, they were still delivering the filters. Then we changed the chloramines in the water, which reacts with the organics in the water. Ammonia should be used first, which is the idea behind using chloramines. For 15 months, that seemed to work really well. Since we met on April 4, 2011, we already had the Engineer out when we first found out we had a problem, and we tried to figure out what was happening. When the plant was modified to get the chloramines after those standards were lowered and we provided the filters, we added ammonia and chlorine to remove sulfites. The chloramines were supposed to react in the tank. Part of the problem is the distribution system that we discussed previously; the longer it is in the tank to react with the ammonia, it breaks the ammonia down and becomes nitrified, which causes other issues, including the taste and odor you were experiencing. I hope they are now better than they were. What we discovered was an area in the tank that was not getting the mix, which is one theory with the Engineer. We are planning to start the new process next week, which is to take out of the equation the part that is not mixing well and add chlorine to meet the sulfite demand. There is no rule for sulfites, but we also want to take care of the taste and odor issues by removing sulfites. If we use just enough chlorine, chlorine likes to go after the sulfite and organics such as magnesium, calcium, iron, and so forth. We will add a small dose of chlorine. Where we used 2.5 milligrams (mg), we will now use 1.5 mg through the pumps to get a good mix and then feed ammonia right afterwards, prior to hitting the distribution system.

Mr. Evans stated most people are not going to understand what you just said.

Ms. Kassel stated for 15 months in 2009 and 2010, you were in compliance, but then the levels spiked again.

Mr. Nipper stated that is correct. It is an annual average amount. Because it is a long-term issue, if it spikes to 100, but the next time is 20, it is still below 60, which is why the EPA gives you that latitude because it can spike. You are trying to measure parts per billion, which is another issue and things can happen in laboratories.

Mr. Evans stated it is my understanding that TTHMs are naturally occurring within a large geographic area of Central Florida.

Mr. Nipper stated they are not naturally occurring; they occur in combination with the chlorine.

Mr. Evans stated it is a reaction.

Mr. Nipper stated that is correct.

Mr. Evans stated this is not just an issue for Harmony.

Mr. Nipper stated that is correct.

Mr. Evans stated this issue applies to a large geographic area of the State. Do all of the other plants have the same problem?

Mr. Nipper stated St. Cloud had the same problem. They had to invest a huge amount of money, which is one of the systems we are considering if this does not work. We are already looking at capital projects for the plant, but none of them are inexpensive, and there will be a potential direct impact for rates and impact fees.

Mr. Evans asked is it a technology or facility issue?

Mr. Nipper stated our Engineer is fairly confident, and I am confident in the Engineer, that this system will work. We have been fast tracking it and we are currently putting in taps on 20-inch lines. They ran into a slight problem with parts, but I believe we are still going to start next week. We will collect data throughout the distribution system for the entire process. Toho Water Authority will do whatever it takes to get this right. We are trying to do it as cost effectively as possible. Safety is always first and we need to get the water to the level it needs to be. Mr. Brian Wheeler and staff are committed to that. Technology does not occur overnight. If we need to invest in a capital project, it may take 10 or 18 months. In the meantime, I think the system, even with the changes, will still be within the parameters.

Mr. Evans asked is this a short-term solution or a long-term solution?

Mr. Nipper stated we believe this will be a long-term solution. In everything I have researched about chloramines, this looks like it will work.

Mr. Boyd asked how long will it take?

Mr. Nipper stated I estimate within 60 to 90 days. The EPA has given us six months for a pilot test. There is one other adjustment that we can consider doing during the pilot test. If after 60 or 90 days we are still not stable, then we will look at the other option to add on a small piece to mix inside the tank if we have to, before we need to consider big-ticket items.

Mr. Boyd asked what kind of capital items are you considering?

Mr. Nipper stated a membrane or a carbon system, as an example. We are spending money now to commission a consulting firm separate from the one performing these current tests. The manufacturer has offered to provide bench testing, but they prefer to have independent bench testing because it will actually tell you if it will work. The last thing we want to do is spend money until we know it will work. We will have some independent testing, even though we are expecting our first plan will work, and we are preparing in case it does not.

Mr. Berube stated Mr. Walls and I attended a meeting with the Toho Water Authority Board of Supervisors two or three weeks ago. For the first time, I think they are supporting us. We had a good repore during and after the meeting with all of them. I had a higher level of confidence than I ever had before, that the Board supports this. They told us in no uncertain terms that this will roll forward and they are not backing off of this until it is fixed. There may be a capital issue that might take some time if they need a significant amount of money, but I believe they are behind it. From what I am seeing in the reactions, we are looking good. We have been waiting a long time for this. I see more action now in the last four weeks than we have seen probably in five years. Toho Water Authority really does a stellar job. When that water main out here broke, there was someone here within 15 minutes and the rest of the crew showed up in about 90 minutes and started digging. They spent most of their time looking for the pipe that they needed because it was a different size than what they had in their inventory. I understand they had to go to Orange County in the middle of a Sunday night to get pipe and fittings.

Mr. Nipper stated through that, we discovered a weakness that we had to address with the distribution system so it does not happen again. There is no real loop there so we might be looking at a secondary line.

Mr. LeMenager stated that brings up one the questions I raised with Mr. Boyd that I intended on raising at this meeting. We just recently finished our system by putting in a loop through marshes that was supposed to prevent water outages. This project was one of the first things we approved after Ms. Kassel and I were elected to this Board. Yet the entire system did not work. Why did we spend \$250,000 to finish the loop?

Mr. Nipper stated no system is perfect. We just lost 20,000 customers last year or the year before because of a line that broke right outside of the water plant. It has to go somewhere. There are things you can do to make it better, but my experience has been that the line will break right before you fix it. In this case, the water line broke right before the loop.

Mr. Boyd stated there is a plan where the town center is, to bring a second line down to tie into U.S. 192 in a separate location, which will help to provide more redundancy.

Mr. Berube stated the piece that broke was a tail off of the mainline that was there for future expansion. It was a 20-foot length of pipe coming into that big field in the front with a cap on the end. The pipe broke down along its length, similar to what we were seeing with the irrigation breaks.

Mr. Boyd stated if that break occurred on Five Oaks Drive, the loop would have saved it and you would not have had that problem. It is a matter of where the line fails.

Mr. LeMenager stated I asked Mr. Boyd where our system is, and I see that it is not clear on the map that he brought, but it is about where the "o" is in "Harmony."

Mr. Berube stated it is one-quarter mile east of the high school and one-quarter mile from U.S. 192.

Mr. LeMenager asked am I correct in assuming that this water treatment facility was paid for originally by the Harmony CDD?

Mr. Boyd stated there were two bond issues when the Harmony CDD was established. One issue built the streets, utilities, and drainage infrastructure within the District. There was a separate bond issue for the improvements for the Phase 1A water and wastewater treatment plant. The debt for that bond was part of the takeover when Toho Water Authority accepted the plant, and they assumed that debt. The assessments

you pay today do not apply toward the water and wastewater plant. The CDD did facilitate the construction.

Mr. LeMenager asked when was it turned over?

Mr. Boyd stated 2003.

Mr. LeMenager asked what was the basis for building a one-tank system as opposed to a two-tank system, other than the fact that it met the bare minimum requirements of the Statutes at that time? Was cost part of the real reason?

Mr. Boyd stated there is a phased approach to any infrastructure development. Phase IA was the plant to build capacity up to about 500,000 gallons per day of water flow for the community. It was designed based on current standards for water quality. The water quality coming out of test wells was tested, and the previous system was designed to provide treatment in accordance with DEP standards at the time. When that plant went into operation, it met all of the rules and criteria in effect at that time. If the CDD had continued to own that plant and go into an operating phase, the Harmony CDD would have turned into the water utility eventually had Toho Water Authority not taken it over. There would have been additional bonds issued over time to start to upgrade that plant over time. Once the takeover happened, all of those future phases were assumed by Toho Water Authority and not the CDD.

Mr. Walls stated I am pretty conservative in spending money, especially when it is the people's money. I hope this solution works and there are no other issues. When we talk about having a large impact in Harmony for a future phase, I can forewarn you that it will be a big issue.

Mr. Nipper stated I am sure it is. There was a decision made to remove the organics from the water, but when the impact fee cost was raised, that was a big issue.

Mr. Boyd asked with the system that is going in now, assuming it works, will the flushing stop?

Mr. Nipper stated we are flushing an incredible amount of water right now. It should be reduced by at least half, and the chemical will be less. During my time in Palm Bay, you could get 1.5 mg per liter and still have a good 1 mg per liter. The minimum is .6 mg, but we try to keep it at 1 mg. When you see it start dropping off, you will see a burn like we did before to flush out the ammonia because it starts nitrifying over time. One of the disadvantages of chloramines is it is a solid secondary disinfection, but ammonia is a

nutrient and it breaks down. It is not harmful at all, but it starts making the chlorine less effective. If you put in the same amount over time, it starts being less effective unless you flush it over about four or five days. We will provide notices to residents in advance when we do that, because you will notice a difference in taste. You will always notice a little bit of color. Once we get the quality under control, we will work on the taste the best we can with the aesthetics and the sulfides. We are trying to centralize our customer service and communications, and I will not ignore anyone who emails me. We have a computerized management maintenance system, so we can make sure every complaint or request is tracked. We want to make sure we are addressing that as an issue, not just in Harmony but anywhere. We track every customer complaint or concern.

Mr. LeMenager asked how can you track every customer complaint when you do not even have a complaint line? I called the number provided and talked to some people who were from the electric company, Kissimmee Utility Authority (KUA). They said that Toho Water Authority does not actually have a complaint line, but lets customers call KUA who passes on the message back to Toho Water Authority. The person I spoke with was a little miffed at all the calls he had been receiving. He said they will take complaints, but said that you do not have your own complaint line.

Mr. Nipper stated, KUA handles customer service after hours so when someone calls, they forward that to our customer service line. Then we enter the work order and are supposed to follow up the very next day. Did you get a phone call?

Mr. LeMenager stated their system does not work. A water problem is not an option in their menu. That is the problem. I called KUA when the water turned off. I did the automatic reporting for a problem and I received an automated phone call back saying that the problem had been fixed. I finally got through to a person and asked how they can say that the problem was fixed because there was still no water. He did not realize it was a water problem.

Mr. Nipper stated thank you for that comment. I will address it with them because we pay them to provide customer service.

Mr. LeMenager stated he did not have very nice things to say about Toho Water Authority. I have a follow-up question for Mr. Boyd since he made a comment on something about which I was not aware. At one point, it was considered that the CDD would go into the water utility business and would become the utility.

Mr. Boyd stated when the CDD was originally established, there was no Toho Water Authority. There was the City of Kissimmee, and beyond the City of Kissimmee, all of the utilities were private. The CDD contemplated being the utility operator because there was no other option, but no one wanted to do it because it would not have been in the best interests of the residents. A better option was having a public utility take over the system, which happened in 2003.

Mr. Berube stated Toho Water Authority came out of KUA and some other combined water utility.

Mr. Evans stated we appreciate Mr. Nipper attending our meeting and answering our questions.

FOURTH ORDER OF BUSINESS

Public Hearing for the Adoption of an Amendment to Chapter 1, Rule 1.5 of the Rules of Procedure Relating to Access of Public Property, Namely Parks and Recreation Facilities for General Use and for Special Events and Functions

Mr. Evans stated I will open the public hearing for the amendment to the rules of procedure related to access of the District's public property. The Board received a draft based on our earlier comments. We will hear comments from the Board first and then from the residents.

Ms. Kassel stated Section 2.3 says "Fishing is prohibited in designated ponds pursuant to an attached map", but no map was provided to us. Section 4.3 cites Rule 3.2 which does not exist. Section 4.5 says "Residents may only bring a maximum of eight guests to the pool." Is that per family or per resident? I think that should be explicit.

Mr. Berube asked do you prefer per family or per resident?

Ms. Kassel stated that is up for discussion. I am just pointing out that it should be explicit. My thought is that it should be per family unless they are having an event for the pool, which they have designated through a reservation.

Mr. Walls stated we will probably have to define "family."

Mr. Qualls stated I will make the change to eight guests per family.

Ms. Kassel stated Section 6.3 appears as part of Section 6.2. Those are my only comments on the draft rules.

Mr. Walls stated Page 3 addresses the identification that a homeowner needs to show. My only issue is that only the first two actually certify proof of ownership. The rest do not certify proof of ownership. I think the big differentiation is the people who own their homes and those who lease their homes. If you lease your home, then we want to get that Lease Agreement so we know when to deactivate your card. I think we need to be specific in what we are requesting from homeowners that they need to provide something that actually shows they own the home. Perhaps we use just the first two items and get rid of the rest.

Mr. Berube stated I think the school identification was suggested because we will issue cards to kids so they can get into the dock area and so 16- and 17-year-old kids can get into the pools. Those do not prove ownership.

Mr. LeMenager stated remove Items 3, 4, and 5 but leave Item 6 so that the office staff in Celebration can use their common sense.

Mr. Berube stated I agree with that.

Mr. Walls stated on the same page for Contracts, it references a Pool Use Agreement. Do we actually have one of those?

Ms. Kassel stated I believe it is going to be created for this purpose.

Mr. LeMenager stated we have a form now for people who want to use the pool.

Mr. Haskett stated yes, before you are issued a key. The form is on the website at the back of the Harmony Swim Club Policy.

Mr. LeMenager stated I am not sure it is being enforced.

Ms. Kassel stated it is possible the staff at the Sales Gallery is not having these forms completed.

Mr. Walls stated Section 5.6.4 says "If there is damage to District property that exceeds the damage deposit relating to boat use, then the Event Organizer shall be charged for the property damages". I think in this case it applies to all users of the boats rather than an event organizer.

Mr. Qualls stated I will change that to "Boat User".

Mr. Evans stated Section 1.11.4 says "A renter in inside the boundaries of the District" and probably should read "A renter living inside." Section 2.2 says this provision is subject to legal review. When you use the word "restrain," do you mean

legally restrain or physically restrain? It is the sentence “Including injunctive relief to enjoy or restrain any person.”

Mr. Qualls stated it is a legal term. The Statute uses the word “restrain” but the intent is not physical restrain.

Mr. LeMenager stated it is similar to a restraining order.

Mr. Qualls stated yes.

Mr. Evans asked in Section 3.1.4 regarding the documents for a renter, should we require a driver’s license? It mentions one or more of the items below unless it is someone under age.

Ms. Kassel stated it should be a driver’s license and one of the other items.

Mr. Evans stated yes, because there is a picture on the driver’s license.

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

Mr. Walls stated I agree.

Mr. LeMenager stated I think that is a bit excessive. When someone moves here, not many people immediately change their driver’s license. It is nice that we have these rules but the reality is people do not change their driver’s license right away.

Mr. Evans stated it has a picture on it.

Ms. Kassel stated that is correct. We want to see the driver’s license because we want to verify that the person presenting the utility bill is actually the person renting the house.

Mr. LeMenager stated I have no problem accepting the driver’s license to prove it is the same person. If they have not changed it to the Harmony address, but they have a lease with their name on it, I think that should be fine.

Mr. Walls stated they can have the picture identification, but have something else that shows the Harmony address with their name.

Ms. Kassel stated it says “A driver’s license with the name of the renter and proof of address of residency within the boundaries of the District”. The driver’s license does not need to have the Harmony address, but they need to provide a driver’s license as well as something else that shows the Harmony address.

Mr. Berube stated the proof of address can be something other than their driver’s license.

Mr. Walls stated perhaps we can indicate just a picture identification.

Mr. Berube stated everyone has a driver’s license.

Mr. Evans stated Section 3.4 refers to contracts. Should it say "All persons prior to boat and/or pool use" or does it matter?

Mr. Qualls stated yes, that is how it should read in that section.

Mr. Evans stated the second line referring to a Pool Use Agreement, should refer to Pool Use Agreement "and/or" Boat Use Agreement instead of just "or." The same thing is on the next line where it should read "Pool and/or boat." Relative to event logistics in Section 7.4, we raised that we have five calendar days prior to an event. They have to register or schedule these 15 days in advance, but then we give them a five-day window prior to the event to do certain things. Should we change that to 10 days prior to the event? They can schedule them a minimum of 15 days in advance. If they do not perform within that timeframe, then it opens that facility for someone else to use. If someone schedules an event for a weekend, if five days prior to that they fail to perform by either failing to submit a damage deposit or proof of insurance, that will preclude someone else from using that facility for that weekend.

Mr. LeMenager asked has this issue ever come up with anyone who wants to reserve a facility?

Mr. Moyer stated no, that has not been a problem. When they request a reservation, we make them post the deposit. We have it on record and receive it with the reservation form. By the time I sign the approval, it is not an issue.

Mr. Qualls stated if you are requiring it at the time they organize it, we can just state that in the rule.

Mr. Moyer stated it makes sense that they post a deposit at the time they reserve the facility.

Mr. Walls stated then you do not schedule it until you receive a deposit.

Mr. Moyer stated yes, that is how it works.

Mr. Evans stated philosophically we have discussed the fishing issue. The way the rule is drafted, fishing is prohibited in designated ponds, which means we need to designate those ponds.

Ms. Kassel stated my impression is that it was prohibited in all ponds of the District.

Mr. Evans stated that is how it currently is.

Mr. LeMenager stated no, it is not that way currently; there is no prohibition.

Mr. Evans stated there is no allowance for it, either.

Ms. Kassel stated whether it is allowed or not, that is what we are currently deciding.

Mr. LeMenager stated I can agree with the wording that is included because then we can designate them all, but it gives us the opportunity to address it in the future when the homeowner association's rules are no longer promulgated to perhaps change those.

Mr. Evans stated this issue has had a lot of debate and discussion. Let us discuss it and come to a conclusion so we can adopt whatever language is appropriate. I heard both sides of the discussion and I have been right in the middle of the debate. When the residents read these rules, they have to interpret them. They are going to have to determine if it is permissible in some ponds, and if so, which ponds. If you leave the door open that it is permissible in certain ponds, then who is going to play referee when they just show up? They will say they heard they could fish in some of these ponds and they will ask which ones they can fish in and which ones they cannot. Once you open that door, are we going to post all the ponds "No Fishing" signs on all of the ponds, but tell them they have to go down the street? I am trying to think about how we are going to effectuate enforcement of what you are proposing.

Mr. Walls stated I think that is going to be difficult. The problem is if you prohibit fishing in all the ponds, then you need a referee. You need a referee in any case. As I said last month, I think that is a big waste.

Ms. Kassel stated I spoke with representatives from the Sheriff's Office, and the Sheriff is happy to come here.

Mr. Walls stated that is fine, but I think it is a big waste of police resources. That is my personal feeling. Mr. Qualls was going to research if we can prohibit people from fishing in ponds and trespass them for that, but at the same time allow them to do other activities at the pond. Is that something we can do?

Mr. Qualls stated yes. I was reviewing these with Mr. Kenza vanAssenderp, and the rule needs to talk about District-owned ponds. I do not know if that helps limit the scope for anyone to feel better. The trespass Statute simply says "If someone does not have a license or is not invited to be at a particular location, then that constitutes trespassing". I am not sure what other activities people will be doing in the ponds other than fishing if it is prohibited.

Mr. Walls stated the issue I have is that some of our ponds have trails adjacent to them, and people like to walk around the ponds. People like to sit on the bank and look at

the wildlife. What we would essentially be setting up is if we prohibit fishing in these ponds, we will say "It is fine to walk around or sit or stand at the pond, but if you have a fishing pole in your hand, you are considered a criminal and you need to leave". I think that is very tenuous as far as enforcement. I would very much dislike a scenario like that. I will leave it to Mr. Qualls's legal opinion as to whether or not we can do that, but it seems like a difficult stance to take to say that people can do certain activities around a pond but we will kick them out if they are carrying a fishing pole.

Mr. Qualls stated Mr. Walls raises excellent points, but that is not what the rule says at this point. It merely says not to fish in the ponds. There is the rule above it that tries to be broad enough that says "Unauthorized use of District-owned facilities will result in a charge of trespass and violators will be reported to the Sheriff of Osceola County". If walking around the ponds or looking at the ponds is not an unauthorized use of the District's facilities, that will not trigger Rule 2.1.

Mr. Walls stated I understand that, but I dislike the part where we are going to call the law on someone because they have a fishing pole in their hand. I have three issues with this. I only heard three arguments against fishing. The first argument is that it is a safety or liability issue. The reality is, unless there is some data showing that there is a rash of alligator attacks on people fishing in ponds or a rash of people drowning in these ponds, there is no data to backup that claim. I brought some data with me last month showing exactly how rare alligator attacks are, and I could not find any drownings in the last ten years in the Tri-County area for anyone fishing in a pond from the reputable sources where I collected my data. That argument just does not fly. We promote other activities, and a kid can get hurt playing on our swing sets or a person can be attacked by a dog in the dog parks. Dog attacks are exponentially more prevalent than alligator attacks. People can get hurt fishing in Buck Lake. It can happen, but we put up with it because we ask people to use common sense. Things happen and there is nothing you can do about it. I hate that we are going to use that as an argument to prohibit fishing. The other argument I heard is that people do not like the element that fishing attracts. If you are going to use that argument, it is discriminatory. I heard the terms thrown out about the people from St. Cloud or Holopaw that fishing attracts, but to me, that is straight up discriminatory.

Mr. LeMenager stated but it is not illegal discrimination. We discriminate all the time in real life.

Mr. Walls stated except for the signs at the entrance that indicate this is Harmony, this is considered St. Cloud or Holopaw. My parents live in unincorporated St. Cloud. My dad is a very enthusiastic fisherman, but I do not think that makes him trailer trash or any of the other terms that were used. He lives in a much nicer house than I do and drives much nicer cars. I dislike that as an argument. The third argument that I heard is the Residential Owners Association (ROA) has a rule. We have already received a legal opinion that the ROA rules have no bearing on what the CDD does. The fact is, the ROA does not own a single pond. They do not maintain a single pond. I do not know why that rule even exists. For all of those reasons and to say if I go out and walk around the pond with my son, that is fine, but if I bring a fishing pole with me, you are going to call the Sheriff to kick me out and if I come back, they will take me to jail. That is crazy to me.

Mr. Berube stated I have gone both ways on this issue. My background is that I think they are public ponds and they need to be open to anyone and everyone because they were built with public money. I changed my mind when I read the ROA rules. We can debate the reality of the enforceability of ROA rules, but there are residents who live here and have read the ROA rules, just like they read our rules, and they expect them to be followed. I do not want to see the CDD enact something that goes against what another governing body or entity has in opposition. Having said all of that, I think we need a compromise to what is occurring. I suggest we say there is no fishing allowed in any of the ponds that the District owns. That is the printed rule. When it comes to enforcement, we seem to have select ponds that cause problems all the time. There are a lot of complaints from the residents on Bracken Fern about that pond. We know what it will take to sign the pond, if it comes to that. Perhaps we sign that pond with No Trespassing signs, but rather than having it say "No Trespassing pursuant to Florida Statutes and Harmony CDD", perhaps we give them a reason; "For your safety and the safety of others, there is no fishing in this pond". Then in bigger letters we have "No Trespassing" with the Statute reference and requirements. We sign that pond to quell the complaints of the residents, which I think are well founded. If the people who were fishing in that pond respond after calls from law enforcement and they move to another pond and we start getting complaints about that pond, then we can sign that pond, also. Eventually they will

give up. I think we will sign and enforce trespassing on the pond that generates the most complaints. If people are fishing in other ponds and no one cares, that is fine.

Mr. Walls stated as an example, I was walking along Lakeshore Park the other day with my son around the pond. There was a young man there fishing, not bothering anyone. He was very nice when I walked by and we exchanged greetings. There are no houses around there. I saw him catch a fish and put it back. He is staying out of trouble and doing what I consider to be a pretty wholesome activity.

Mr. Berube stated I have no argument with that.

Mr. Walls stated the problem is, if you put in a rule that says "No fishing in any pond", someone will drive by and if they see someone fishing in that pond, they will call the sheriff who will kick him off the pond.

Ms. Kassel stated encourage them to go to Buck Lake where we allow fishing.

Mr. Walls stated people who say that do not understand fishing. There is limited access to fish at Buck Lake. If the fish are not biting at the dock, it is no fun to sit there and fish. That is the reality.

Ms. Kassel stated take a boat and go fishing in the boat.

Mr. Walls stated we are talking about kids too young to reserve a boat.

Mr. Berube stated the arguments on both sides are strong. That is why I suggested a compromise. Right now, there is a No Fishing Policy. If we attempt to sign certain ponds to appease the residents who make a very strong argument, we need a rule to be in place first. That gives us the ability to sign other ponds as needed in response. I do not know that we have ever had a precedent like this before, but there have not been many issues that have generated this much emotion. I am not one to split one side or the other, but the residents who live on ponds raise a fairly good case. There is also the safety aspect. Two kids were swimming in the Lakeshore Park pond this past Sunday.

Mr. Walls stated that has nothing to do with fishing.

Mr. Berube stated I understand that, but the point is, they go swimming in the ponds. People do dumb things, and you cannot legislate common sense.

Mr. Walls stated my problem is that we are all paying for these ponds. We just had a discussion about paying to maintain these ponds. I am a conservative person and I hate to see government regulate people, which is where a lot of this stems from. We are all paying to maintain the ponds. Some people may not like others walking around the pond.

You can find trouble with people walking down a path, so you could argue that people can get hurt and therefore, we should prohibit that activity. We are issuing access cards to practically everyone in Harmony, so if it becomes a big problem and we do not want people from Holopaw or elsewhere coming here, then we should require that they have an access card to fish in the pond.

Mr. LeMenager stated we cannot do that because it is public property.

Mr. Walls stated we require access cards for our other facilities.

Mr. LeMenager stated that is correct, for the ones that are locked or behind a gate.

Mr. Evans stated I think we have all come to a decision on where we stand on this issue. We have debated it back and forth and have evaluated it. One of the issues that we really have not discussed about the impact is when you say you want to allow fishing in some ponds, whatever pond it is, when people drive by and see someone fishing, they will assume that they can fish on any of the ponds, District ponds as well as golf course ponds. The golf course ponds are on private property. Now the golf course owner has to enforce his no fishing policy, while the person fishing argues that he sees people fishing on other ponds. All of a sudden we have created a problem for one of the other landowners, which is no different than the homeowners. If you look at them through the same set of eyes, you are trying to protect their interests. You try to be equal to everyone, and we have not really discussed that point. Having said that, I think we all know where we stand on this issue. I think the Board has discussed this issue in depth. I would like to hear from the residents who chose to attend this meeting in the midst of a horrific storm to voice their opinion, pro or con.

Mr. Walls stated to Mr. Berube's point about making a rule and placing signs when needed, I will wait to hear from the residents, but I imagine they are going to want signs that say not to fish on this pond at Bracken Fern. If that is the case and that is what those residents want, I am fine with that, but not prohibiting fishing on all ponds. I would prefer to change the language in this rule that says except where signage exists that indicates there is no fishing.

A Resident stated one of the concerns I have about allowing fishing in designated ponds or all the ponds is the effect it will have on the wildlife. Right now, alligators are moving from pond to pond because it is mating season. If one of those alligators moves to a designated fishing pond, what kind of stand is the CDD going to take on that? When

you are fishing, you throw bait into the pond and you are attracting the alligators to come up to the pond edge. It poses a threat. Whether Mr. Walls has documented evidence or hard-core data or not, the fact of the matter is if you throw bait into a pond, an alligator is going to come toward it. Then you will get your statistics. If everyone is so in favor of wildlife, does that mean we will stop pulling alligators out of the ponds? What will fishing do to the birds and cranes that are trying to nest there?

A Resident stated people already fish in the ponds on the golf course. We have seen them several times and truthfully, it does not look good when golfers are golfing to have someone fishing right there in the ponds. I do not think that presents Harmony as an attractive place to live. The sales people ride around with prospective buyers for these properties, and it says no fishing in the ponds, but yet you see people fishing. At the pond at the end of Clay Brick, I have seen people jump over the fence on U.S. 192 to come fishing in that pond, and these people are not residents. We have had problems in that pond with kids fishing, leaving trash, digging out a place to sit, and sitting in the water with their feet dangling in the water. Who knows when an alligator is going to come along and be attracted to that? I think it is dangerous. There are smaller children running around the ponds. What if one of them falls in the pond? It is not nice to see a kid drown, and it can happen here. When we purchased our home here, the rules said no fishing in the ponds, and I think it should stay that way. If you open the ponds for fishing, there will be all kinds of people in our community fishing and there will be no control.

A Resident stated the problem I see is the ponds are owned by different entities. One of the issues is how you make rules for one pond and not for the others. We have a wonderful place at Buck Lake, and Cat Lake will hopefully be open soon. If we let people fish at Buck Lake, because it is set up for fishing, I think that will solve the problems. I live on one of the ponds and I would not want to have a family partying and a bunch of people fishing in my backyard. That was another concern that I heard from some friends who also live on a lake. If you restrict fishing to Buck Lake, there is a beautiful pier to fish from, there are kayaks and boats to fish from, and I think that is a good way to allow fishing. Then it keeps our ponds safer for everyone. I think it will also stop a lot of controversy and a lot of issues.

Ms. Gina McGinnis stated I am tired of the problems associated with people fishing in the ponds and them drinking beer and so forth. If you think that is discrimination and

that is what you call it, then I will own it, because that is what it is. We had an issue a few weeks ago with a guy who pulled up to the edge of the pond in his truck and gets out his tent and coolers in our neighborhood. Why do we want to act as if that is acceptable when this is the community we are trying to build? It makes no sense to me why we would want to allow that. I do not understand how that can be acceptable to Mr. Walls.

Mr. Walls stated we have never had a rule about fishing. I know it has been a misconception about it, which is why we are discussing it.

Ms. Kassel stated there has never been an enforceable rule.

Ms. McGinnis stated the point is, you have to make a decision. There are people who pull up to the bank of our ponds in a pickup truck. They do not even park on the side of the street; they drive to the edge of the pond. They drag out their coolers and put up two tents. We are trying to maintain our covenants with the ROA, yet people are allowed to fish in the ponds. I do not know where these people are from, and they could very well be from Harmony. I feel safety is an issue. I feel like we are encouraging people to come into this community who we do not know and we do not know what they are doing. Our kids are walking to and from school.

Mr. Walls stated we are going to say that someone from Holopaw or St. Cloud can walk around your pond, they just cannot fish.

Ms. McGinnis stated it is a different element.

Mr. Walls stated you are indicating that fishing attracts some kind of criminal element.

Ms. McGinnis stated I am not saying that applies in all cases, but we are not a fishing and hunting club. This is not Dick's Sporting Goods where we want people to check out what we have to offer. I personally talked with the golf course staff and they do not want people fishing in their ponds. This is not what we are trying to establish here. I am not saying that all fishermen are bad. I was raised on a working farm, so I fish and I understand it. I am not saying it is a bad character trait, but in this community, we are not talking about you and your son fishing at the edge of a pond. We are having an issue with elements that I do not think we are trying to bring into this community.

Mr. Walls stated there might be other ways to address that, but if we pass this rule, then my son and I cannot fish on the edge of the pond.

Ms. McGinnis stated you can fish at Buck Lake, and that is for the greater good of the community. I cannot believe that you purchased a house in this community because there were a bunch of ponds where you could fish.

Mr. Berube stated I heard what Mr. Walls said about fishing at Buck Lake, which is restricted largely to the docks. Would a reasonable compromise be to make more of Buck Lake accessible to fishing from some place other than the dock? I do not know how that might impact our Lease Agreement with the lake.

Mr. Walls stated no, that is the beauty of Buck Lake.

Mr. Berube stated there is already a cut through where someone could go to the back.

Mr. Walls stated fishing is not a huge issue to me that I need to have in this community, but it is an issue when we are restricting what I consider to be a legal, wholesome activity for people who are paying the bills.

Ms. McGinnis stated you restrict the parks at night where you cannot be there at night.

Mr. Walls stated we can use the parks during the day when they are available, but now we are saying you can never fish in the ponds again.

Ms. McGinnis stated you can choose when anything is available.

Ms. Kassel stated you can fish, just at Buck Lake.

Ms. McGinnis stated it is not like we are not giving people an option. To Ms. Kassel's point, you can fish at Buck Lake. We pay Mr. Belieff to be at the dock and monitor the lakes because we had issues at Buck Lake. Now there is no longer an issue at Buck Lake because they are in my backyard and Lakeshore Pond and elsewhere. It is an issue. Why should we pay Mr. Belieff to be at the dock and do what he does all day if there is not an issue? To your point on wanting to save money on lake maintenance and other things, why would we have full-time staff at the lake if there is not a reason for that?

Mr. Berube stated we need to acknowledge that there is much more to what Mr. Belieff does than just the lake.

Ms. McGinnis stated of course there is, but he is there because we have had problems. We have cameras there for the same reason. We want to sit around and think people will make good decisions and use common sense, but in the end, people who behave a certain

way will continue to behave that certain way. It is not Mr. Walls and his son who are causing problems; it is someone else.

A Resident stated I bet if you ask all the residents in Harmony if they want to open up fishing in the ponds or not, there will be some residents who want to allow fishing but what I am hearing at this meeting and what I hear in the neighborhoods and parks is residents do not want fishing in the ponds. They all have reasons, some of which have been mentioned already. They do not want people in their backyard. They are concerned about kids. They have legitimate reasons. If you ask the population as a whole if they want fishing, I do not think there is any question that most do not want fishing in the ponds. Harmony is not the only place to go fishing. We provide fishing at Buck Lake, but if you do not like that, there is the rest of the State of Florida to go fishing.

Mr. Walls stated I have been fishing many places in Florida, but I will just say that reasonable people will sometimes disagree.

A Resident stated I heard everyone's comments, and the only thing I will add is that for me, it is an issue of aesthetics. I am very interested in that. I do not want to study people to determine if one looks fine, but another person with a dozen coolers and beer is not, nor is the person smoking and digging a hole in the pond bank. I do not want to spend my time on those kinds of issues. I agree with all the other comments about not wanting people in their backyard, for safety and the other reasons mentioned.

Mr. Evans stated hearing no further comments, I will close the public hearing.

Mr. Berube stated I am looking to make a motion to ban fishing in the District-owned ponds and selectively sign the ponds in response to the need.

Mr. Evans stated those are two different issues. The signs are a response that the Board can make at any time. If your motion is to ban fishing in all the District-owned ponds, then that will be incorporated into the overall rule. How we respond to the enforcement or notification is a separate issue.

Mr. Berube MOVED to prohibit fishing in District-owned ponds AND Ms. Kassel seconded the motion.

Mr. Walls stated as a point of discussion, I can see where the vote will end up, but if we go in this direction and we do not have signs, we are back to where we were before.

Ms. Kassel stated that is a separate issue. We need to vote on this fishing issue first.

Mr. Walls stated but you have to decide if this is going to be enforceable, then these people will have signs posted all around the ponds by their house. If we are going to say that there is no fishing, then we are going to have to post the signs.

Ms. Kassel stated we are only addressing District-owned ponds. The golf course can do as they choose on their ponds.

On VOICE VOTE, with Mr. Evans, Mr. Berube and Ms. Kassel voting aye and Mr. Walls and Mr. LeMenager voting nay, approval was given to prohibit fishing in all District-owned ponds.

Mr. Evans read Resolution 2011-03 into the record by title, adopting the Rules of Procedure as amended.

Mr. Qualls stated Section 3.3.6 says that non-residents may obtain an access card upon payment of \$1,000 for a family up to four and \$250 for each additional person. There was never any closure if the Board is comfortable with that amount and whether or not that correlates with the assessments.

Mr. Berube stated it has always been that amount.

Mr. LeMenager stated it does correlate with the operation and maintenance portion of the assessments.

Mr. Qualls stated I just wanted to make sure the Board was satisfied with that figure. I will ask that a motion to adopt Resolution 2011-03 be subject to any technical and grammatical issues.

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with Mr. Berube, Mr. Evans, Mr. LeMenager and Ms. Kassel voting aye and Mr. Walls voting nay, approval was given to Resolution 2011-03 adopting Rule 1.5 of the Rules of Procedure, subject to final review by District Counsel for any technical and grammatical issues.

FIFTH ORDER OF BUSINESS

Discussion of Access Card System

Mr. Berube stated the email was the result of someone who saw the article in the Harmony Notes and contacted me. His concern was that he owns two Harmony properties that he and his family member use, typically during the winter for the short term, not rentals. He wanted to know how his family members could get a card for a short-term basis.

Mr. LeMenager stated they cannot.

Mr. Berube stated that is exactly right. At the time, I said I would raise this at a meeting to add an addendum. Since then, I have done some research and apparently these houses are being used as short-term rentals. It is not his family members that he wants to acquire the cards for; it is the renters. I said I would raise the question, but I suggest we take no further action on this. The rules we just adopted stand as they are and if they want access cards, then they can provide a Lease Agreement that is a term of at least seven months.

Mr. Evans stated as a property owner, he qualifies for his own access cards.

Ms. Kassel stated he does not get any for his guests.

Mr. Evans stated that is correct.

Mr. Berube stated I agree, but that was his urging of me. The reality is, he wants to be able to market his homes as short-term rentals and allow his renters to use the facilities.

Mr. LeMenager stated I seem to recall this person's name being brought to the ROA for appropriate action.

Mr. Boyd stated that would be a zoning violation.

Mr. Berube stated that is correct. This all came to light after the fact because I saw some people in the pool who were renting the house that week, waving the key around saying they had to return it to the Management Office.

Mr. Walls stated while we are on this issue, I would like an update of where we are on the new system.

Mr. Haskett stated I distributed a proposal from a company to do all the programming of the system. I do not know if Mr. Moyer has staff lined up to enter all of the data and download it, but this will take care of that work effort for \$950. This company is willing to import all the information to get the system set up based on the physical addresses. Once we get all of the specific information for each resident who is getting a card, this can be entered into the system as an update.

Mr. Berube asked will they create a database?

Mr. Haskett stated it has already been created through the tax roll. That information will be imported to make sure it has all the security levels that are required.

Mr. Walls asked should we wait to enter people into the database until they come to apply for a card?

Mr. Haskett stated someone has to enter all of the addresses into the system first.

Mr. Walls asked is this a web-based program? How does it work?

Mr. Haskett stated it is a software program on a computer, and we will need to determine who will host that computer. The database has to be uploaded at each of the three locations into the control units.

Mr. Walls asked does each of the control units maintains data independently? Is there a link among them?

Mr. Haskett stated they have the technology to link together and it is real time. Otherwise, it may end up being done on a weekly basis after all of the new information is entered.

Mr. Walls stated so there will need to be a link between the Management Office and somewhere in Harmony to do this upload on a regular basis.

Mr. Berube stated we will need a laptop to communicate with the readers and probably store this database.

Mr. Haskett stated that is correct.

Mr. Berube stated then we need to authorize the purchase of a laptop now rather than waiting another month.

Mr. Walls asked does Mr. Moyer provide this service for any other communities? How do you do this for those communities?

Mr. Moyer stated yes, we do this for Brighton Lakes and VillaSol. It is a computer program that we update and issue cards and load into the database. I do not believe it is the same kind of system that Mr. Haskett is describing.

Mr. Walls stated it sounds like you are using a central database from your office, and once you enter the information, it gets uploaded. You must have some type of connection from your office connection to those sites where you enter the data and gets it updated.

Mr. Moyer stated that is correct.

Mr. Walls stated then this is a different system.

Mr. Berube stated the difference is the gate controllers will not be web accessible at least at this point. Our connections between the controllers will need to be a manual connection. That is why I suggested getting a laptop. If we need to adjust the programming at the controllers, it will tie in with the laptop. Potentially we will have a database prepared that should be stored on the laptop.

Mr. Walls asked what is the connection at the controllers? Is it a USB connection?

Mr. Haskett stated it converts to a USB connection to hook to a computer.

Mr. Berube stated it will need to be a wired connection.

Mr. Walls asked does it require a computer at the access point?

Mr. Haskett stated yes, to have all of the technology downloaded. There is a pad where you can manually enter everything, but it is not feasible to enter all the information at the location.

Mr. Berube stated it is much easier to make the changes on the laptop and then connect to the controllers.

Mr. Haskett stated I will ask them to evaluate what it will take to get them all linked together. The cameras can also be web accessible, but we have not gotten to that point.

Mr. Walls stated it was my understanding that it was going to be that way all along. This is an obstacle we need to address because now there will be a lag from the time someone is issued their card to when they can actually access that facility.

Mr. Haskett stated the cards are already preprogrammed and each card will be assigned to a physical address. They will have access immediately.

Mr. Walls asked how does that work if you have a minor who can only access certain facilities?

Mr. Haskett stated those cards will be programmed differently.

Mr. Walls stated you will need to have a menu of cards available for each property.

Mr. Haskett stated that is correct.

Mr. Walls stated that sounds difficult to manage.

Mr. Berube stated the boat dock is available to everyone 12 and older, so all the cards will access the boat dock, but the younger kids' cards will not open the pool gates until they are 16.

Mr. Walls stated that means you are going to have one of those preprogrammed cards ready in the system.

Mr. Berube stated we have not gotten to the mechanics of the operational aspect yet. If they make it web accessible, that may change the need for a laptop since that can be done from a computer anywhere that is online.

Mr. Walls stated we should find that out before we purchase a computer.

Mr. Berube stated I think we should go with web access for the cameras, as well. Then we can monitor them. What I have seen this past week is that people are opening

the gates for other people. People claim they forgot their key and most people ignore them, but someone always goes and opens the gate. We will need a sign telling people not to open the gate for people who do not have an access card, understanding that if you do, your card may be deactivated. The only way we will know who is doing that is to have the camera monitored.

Mr. Walls stated there is really no stopping that.

Mr. Berube stated but that is one of the reasons we are switching to new gates and card access, to stop that from happening, and we will need to be tough about it.

On MOTION by Mr. Berube, seconded by Mr. LeMenager, with all in favor, approval was given to the proposal from ITECH Mania for access card data entry services, in the amount of \$950, as discussed.

Mr. Haskett stated the components will be installed beginning next week. Tuesday they will be installed at Buck Lake. The fence has been installed for a couple weeks. The smaller fence was removed and some bollards were installed to prevent vehicles from driving through the pine trees down the pathway. It is a nice improvement. The gates at the Swim Club and Ashley Park came in and were not quite the quality that I thought they were going to be, so I asked them to look at them again. They were reordered, and they are manufacturing the gates themselves so they will be a little higher quality and sturdier. We should have them installed next week along with all the other components. The next step is to select days for residents to come and start the identification process.

Mr. Berube stated before we do that, the data has to be entered. Do we have the cards yet?

Mr. Haskett stated yes.

Mr. Berube asked do we have the printer?

Mr. Haskett stated no.

Mr. Berube stated so we cannot select a day until we have the printer.

Mr. Haskett stated I think the best possible route is to have forms available on the website that they can fill out with their information, which can be put into the system in advance. Then when they show up, all they have to do is have their pictures taken. Otherwise, it will be several long days with 1,000 residents trying to get that all done.

Mr. Berube asked who will handle the mechanics of that? Will it be the Management Company?

Mr. Haskett stated probably, yes.

Mr. Moyer stated we will need to work out those details.

SIXTH ORDER OF BUSINESS

District Manager's Report

A. Financial Statements

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

Mr. Moyer stated we received a sizable amount of our non-ad valorem assessments on April 11, 2011, which we anticipated, so we are now at 93.1%. We expect collecting the balance from people who pay past the deadline, but to the degree that they do not pay, those will go to tax certificate sales in the first part of June. Historically we have always received all of our assessments through the tax certificate sale process. We are under budget on our expenses, and overall our financial condition is in good shape.

Mr. Berube stated under Miscellaneous Services, we have an actual expense total of \$15,000. We also have a line item for Tree Trimming Services, showing no expenditures. I think we had the trees trimmed for \$15,000, but should that expense be under the Tree Trimming line item?

Mr. LeMenager stated yes.

Mr. Moyer stated I will have the accountant reclassify that expense.

Mr. Walls asked was that expense contemplated for planned tree trimming services?

Mr. Berube stated yes.

Mr. Walls asked was it for the additional trimming we had done?

Mr. Berube stated no. Miscellaneous Services is budgeted for \$10,000, but Tree Trimming Services is budgeted at \$15,000.

Mr. Moyer stated that is shown in the notes on Page 9.

Mr. LeMenager stated Luke Brothers provided all the tree trimming services this year.

B. Invoice Approval #132 and Check Run Summary

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

Ms. Kassel stated the Young vanAssenderp invoice dated April 7, 2011, included a telephone call with a resident to review and assess Mr. George Schiro's request. I wanted to know what the request was, whether or not it was approved, and whether or not any of these other items had to do with that phone call.

Mr. LeMenager asked was that his public records request?

Mr. Qualls stated I will confirm that with Mr. vanAssenderp. I am not positive why January charges are showing up on this particular invoice. This was around the time of his public records request. He called the office on several occasions, but I invoiced only a small fraction of the time that I spent talking with Mr. Schiro.

Ms. Kassel stated that was six or more months ago.

Mr. Walls stated it was before I was on the Board.

Mr. Qualls stated I will check why these charges are just now showing up on this bill.

Mr. Berube stated all the other invoices never called Mr. Schiro out by name. This is different in that his name is listed. Are we sure this is not some other phone call he made?

Mr. Qualls stated the only resident listed on the invoices is Mr. Schiro because he is the only resident who ever calls us. I did not know if it was appropriate to list his name, but Mr. vanAssenderp listed his name. That might have been an email that Mr. Schiro sent, because he sent a series of emails relating to District action. We were responding to try to show Mr. Schiro why the District action met not only the letter of the law but the spirit of the law. I can produce those emails for you if you would like.

Mr. LeMenager stated the Doug Thompson Grading invoice was for the paths to the sheds, and I believe that is supposed to be a capital expense as I recall from the notes that were attached with the invoice.

Ms. Kassel stated we made the motion to approve this invoice from the capital funds.

Mr. Moyer stated we will requisition that out of the Construction Trust Fund, so it will not be part of this invoice approval. I would like to add an invoice from Hydrocom Technologies in the amount of \$2,101.50. It missed getting on your invoice list last month and was carried over and did not make the list again this month because the information arrived too late.

Mr. Berube stated we did not approve that last month because there were questions about how the figures were arrived at, so Mr. Golgowski had to request how they arrived at all those hours, which makes sense once they explained it.

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, approval was given to the invoices as presented, including Hydrocom Technologies but excluding Doug Thompson Grading.

Mr. Boyd stated if the Board will approve the Doug Thompson Grading invoice, I will prepare a requisition from capital funds.

Mr. LeMenager stated we previously approved this invoice from capital funds at the January meeting.

C. Public Comments/Communication Log

Mr. Moyer reviewed the complaint log, which was included in the agenda package and available for public review in the District Office during normal business hours.

Mr. Walls stated I have seen people walking past the doggie pots taking stacks of bags. I presume they are taking them for walking their dogs, but if they are taking a bunch of them, that may be why we have comments that there are no bags at the doggie pots.

Mr. Berube stated I saw those comments, too, and I thought that was unusual because usually Mr. Rick Druckenmiller is right on top of that kind of thing.

Mr. Walls stated I saw a woman with a handful of them, so hopefully she is using them for her dog walks.

Mr. Berube stated if they are ever empty, they do not stay empty for long because Mr. Druckenmiller carries a case on his cart.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Qualls stated I appreciate you letting me participate by phone. It is good to be close by during these last days of Session, which is almost over.

B. Engineer

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

C. Developer

i. CDD Staff Structure and Responsibilities

Mr. Tome stated I distributed some information to use as a guide as it relates to District staff. There are no specific issues or situations that we are specifically addressing in any situation, but since the District now has two employees, we are trying to make sure that since the development is helping to facilitate the management process of those employees that we are in agreement as it relates to things that are noted about day-to-day

direction and reporting, time sheet review, overview of work, quality and other items mentioned. I noted disciplinary actions, but there are none that need to be taken now. I do know that Mr. Brian Smith at Severn Trent reviews these time sheets. They are also reviewed here locally by Mr. Haskett and Mr. Golgowski. For consistency in having two employees, we propose that Mr. Haskett continues to be the person who initials the time sheets and forwards them to Mr. Smith, who can do what he needs to do administratively. From a perspective of making sure that there is one voice of guidance, we would ask that if Mr. Haskett is the one giving direction, we would like to know how that flow of direction looks like and what it should be. If something should go to Mr. Belieff or Mr. Druckenmiller, we need to know how that should get there, if it is through Severn Trent to the staff, from the Board to staff, or directly to the staff. As these individuals are here longer and more Board members get involved in the daily activities, we want to make sure there is not a situation where too many people are giving direction to the employees. If we get to the unfortunate situation where it is not working out with an employee, they will have a conflict because of getting different direction from different people, and it will not be a good separation situation. We do not anticipate ever getting there, but I am sure each of us can appreciate wanting to have just one boss instead of five or eight different directions. In that same light relating to the District's contractors, we also want to understand what that flow looks like as well. If there are any deviations from the daily or monthly scope of services, we would like to know how that process works as well.

Mr. Moyer stated the way that works for most of what we have set up is that the District Manager is in charge or his designated appointee. Perhaps I need to go on the record naming your staff, whether it is the Harmony Development staff or an individual, as my designee to provide onsite management of District employees. The only thing I take exception with that you will have to get in contact with me is regarding disciplinary actions only because these employees are part of a very large corporation that has very complex human resource requirements. It is frustrating to some of us, including me, but that is the way it is. If there is disciplinary action, then you need to involve me and Severn Trent's human resource department. Mr. Qualls, do you agree that if I make that designation, that it is sufficient?

Mr. Qualls stated yes, I think the key point from a legal standpoint is that the Statute says "The Board shall hire a District Manager who shall manage the works of the

District". How the District Manager goes about that by appointing a designee is a sufficient way to do that.

Mr. Moyer stated the value the Harmony Development staff brings to the equation is if Severn Trent did provide that service, which Severn Trent provides through Mr. Smith, his job is to go from project to project to oversee his staff and interact with contractors and give direction. That is a \$20,000 to \$30,000 per year job.

Mr. Berube stated I realize some of this may be as a result of some of my interactions with Mr. Belieff and Mr. Druckenmiller. Both employees see me in the community from time to time, and we have a good repore. I have been involved in some areas with both of them that could easily have created a problem that I did not foresee coming, and inadvertently we have created some friction from time to time. As a result of that, I still talk to them but the decision making process will be changed. There will be more commentary among the interested parties. There are some things you do at times that you figure will be fine but they end up differently. As a Board member, I think we should designate Mr. Haskett as the contact person for both of them, and also Mr. Golgowski to a certain degree as it relates to Mr. Belieff. I do not have any problem with that. If you are looking for a structure, I think Mr. Haskett handles the employees just as you manage contractors and vendors.

Mr. Walls stated something we need to be aware of is that the Harmony Development staff will not be here forever, and there help is good only as long as they offer it. I think we need to start contemplating and working out with them when a transition needs to happen. We need to plan for that in our budget and we need to make sure we are ready for that. We should start a dialogue, and perhaps Mr. Haskett can work that out with Mr. Moyer on a timeframe for when the District should become self sufficient.

Mr. Tome stated given the current economy, I think we will be here for quite some time.

Mr. Walls stated I very much appreciate what your staff does and I try to stay out of all the day-to-day activities because I do not see that as my job. I appreciate you being available to me when I have questions.

Mr. Berube stated as do I because I am in their office often.

ii. Dog Waste Disposal System

Mr. Haskett stated I provided a proposal for five dog waste containers. We need a few extra ones available because some tend to wear out quickly and some need to be replaced

due to old age. This item has been included in the budget, and I would like to as the Board's approval to proceed with these.

Mr. Berube asked are they similar to what we have now?

Mr. Haskett stated Zero Waste used to be JJB Solutions; they merged, and it is the most recent product that we have. They are all aluminum instead of steel.

Mr. Berube stated the steel ones have proven to not stand up as long.

On MOTION by Mr. Walls, seconded by Ms. Kassel, with all in favor, unanimous approval was given to the proposal from Zero Waste for the purchase of five dog waste containers.

EIGHTH ORDER OF BUSINESS

Supervisor Requests

Ms. Kassel stated in the future when we are going to perform a major activity, such as future tree trimming or pond management or changing something about the turf, I would like to bring someone from the County Extension Office because they are the experts in this matter to help guide us in how we set up the criteria, expectations and the contract so that we achieve a desirable result. I believe Mr. Golgowski has met with the County Extension Office about this matter.

Mr. Golgowski stated that is correct; they provide great guidance and have consulted with me in the past.

Ms. Kassel stated they are willing to consult with us on these matters.

Mr. Moyer stated I would caution you that we have done exactly the same thing in other Districts. The Extension Office will go 100% by the book and they will tell you the textbook approach, and sometimes that does not work. There are situations where you cannot do textbook activities, depending on the situation. As long as we can leave some discretion with Mr. Golgowski, that is fine.

Mr. Walls stated such as St. Augustine turf care.

Mr. Golgowski stated they are with the University of Florida, so they have certain influences at work on them. They are a good resource.

Ms. Kassel stated I am not saying that we do everything they suggest, but at least bring them in and hear what they have to say before we move ahead with things.

Mr. LeMenager stated we slipped a little this month; there was quite a stack of papers for us at tonight's meeting. Let us get them into the agenda package so that we do not have to digest a lot of additional material at the meeting.

Mr. Berube stated it was brought to my attention that Mr. Belieff is doing a lot of his work on a golf cart that belongs to the Harmony Development Company. This goes to a comment made by Mr. Walls and the concern that the CDD needs to be self reliant, which Mr. LeMenager and I have also commented on previously. I do not have an issue with him using a golf cart, but if he is going to do that as a District employee, then it should be on a District golf cart. Harmony Development Company has indicated they do not have a problem with the current set up, but my concern is if there is an accident while Mr. Belieff is driving the golf cart, who is liable and who will pay for the repairs. Mr. Tome offered that we could purchase the golf cart Mr. Belieff is currently using for \$1,000, which seems perfectly adequate. It leads us toward being more self sufficient with our employees. We have storage space for it. If there is a problem with the golf cart, we now have the ability to fix it on our own. I think it is the right thing to do.

Mr. Walls asked would you lease it to us for a nominal fee?

Mr. Tome stated we were discussing a power source to recharge it, so if you think about where you are currently at, that will be something to think about to make sure it can be charged in your storage facility.

Mr. LeMenager stated let us think this through a bit more.

Mr. Berube stated we can discuss this next month.

Mr. LeMenager asked will the budget be presented to us next month?

Mr. Moyer stated yes.

Mr. LeMenager stated to the extent people have some ideas that they would like us to consider, that is the time. Otherwise, during the rest of the year, we always question if it is included in the budget and sometimes have to delay items to the next fiscal year.

NINTH ORDER OF BUSINESS

Audience Comments

Mr. Dennis DeMaria stated as the temperatures start to get warmer, we are starting to see increased activity at the Ashley Park swimming pool. Some residents asked me to request if you would put up a clock inside the facility so that it can be visible from the pool.

Mr. Berube stated perhaps we can get one that is battery operated.

Mr. LeMenager stated that is not a bad idea.

Ms. McGinnis stated regarding the Attorney's bill for Mr. Schiro, I know he can request public records. If the Attorney is your agent and yet the residents are paying for

the Attorney's time when he or anyone calls and emails the Attorney, can the Board control that by telling the Attorney not to take resident calls; they need to go through the District or Management Company?

Mr. Moyer stated if it was related to the public records request, that is a technical issue that we needed counsel's direction, so that was totally appropriate. We have not had much contact with Mr. Schiro for the last several months.

Mr. Qualls stated the charge was \$43.75 for that line item.

Ms. Kassel stated it was a couple hundred dollars.

Mr. Berube stated I think Mr. Qualls understands the situation and would probably give him 10 or 15 minutes on the phone and then shut it down after that.

Mr. Qualls stated that is correct. The Board has made it clear to me in the past, just as Ms. McGinnis suggested, these types of requests must come through the Board. This particular issue related to an extensive public records request, which is why both Mr. vanAssenderp and I listed the time spent because we were dealing with an issue related to Mr. Schiro's request.

TENTH ORDER OF BUSINESS

Adjournment

The meeting adjourned at 8:45 p.m.

Gary L. Moyer, Secretary

Robert D. Evans, Chairman

Third Order of Business

3A



HARMONY CDD MONTHLY LANDSCAPE MAINTENANCE REPORT

May 2011

LINE ITEM	#	SUB-SECTION	#	PERFORMANCE NOTES	
				COMPLETED	WILL BE COMPLETED
Turf Care	4.1	Mowing	4.1.1 4.1.2 4.1.3	<ul style="list-style-type: none"> Developed, undeveloped and SR192 turf has been adjusted to the following heights per turf. 4" for St. Augustine, 2.5" for Bahia, 2" for Zosia turf. 	<ul style="list-style-type: none"> Continuation of crew to edge tree rings to ring/ circle and not of an oval. That valve boxes and other hard fixtures in turf have grass grow up to them and not be edged 2-5" out.
		Pest Control	4.1.4 4.1.6	<ul style="list-style-type: none"> Spot treatments of chinch bug activity have been completed. <i>Arena</i> chinch bug insecticide has been applied to 100% of all St. Augustine turf grass areas. 	<ul style="list-style-type: none"> IPM will be performed as needed.
		Fertilization	4.1.5	<ul style="list-style-type: none"> Additional fertilization was completed on 4/26/11 for a uniform turf appearance on Catbrier and Schoolhouse Roads. 	<ul style="list-style-type: none"> Additional applications of fertilization will be completed as needed to develop a uniform appearance of turf on the property.
		Annuals	4.1.8	<ul style="list-style-type: none"> Annual maintenance is ongoing. 	<ul style="list-style-type: none"> Annual maintenance is ongoing.
Sports Turf	4.2	Mowing	4.2.1	<ul style="list-style-type: none"> Mowing is being performed as needed. 	<ul style="list-style-type: none"> Mowing will be performed weekly.
		Pest Control	4.2.2 4.2.3	<ul style="list-style-type: none"> IPM has been performed as needed. 	<ul style="list-style-type: none"> IPM will be performed as needed.
		Fertilization	4.2.5	<ul style="list-style-type: none"> Turf is becoming more uniform and green due to the manual watering performed by our irrigation technician. 	
Shrubs / Groundcover Care	4.3	Pruning	4.3.1	<ul style="list-style-type: none"> The shrub pruning rotation is 90% completed on common areas and 85% completed in parks. 	<ul style="list-style-type: none"> Shrub pruning will be completed throughout May.
		Weeding	4.3.2	<ul style="list-style-type: none"> The weeding rotation is 85% completed on common areas and 100% completed in parks. Snapshot was applied on highlighted map. 	<ul style="list-style-type: none"> The weeding rotation is to be handled by all crews, which they are also applying a pre-emergent <i>Sureguard</i> in place of the mulch turning.
		Fertilization	4.3.3	<ul style="list-style-type: none"> As shown by the highlighted map we are 10% completed on the shrub fertilization. 	<ul style="list-style-type: none"> The shrub fertilization will be completed in the month of May.
		Pest Control	4.3.4	<ul style="list-style-type: none"> IPM has been performed as needed and communicated to the community as work is performed. 	<ul style="list-style-type: none"> Will perform IPM as needed.
		Mulching	4.3.5	<ul style="list-style-type: none"> Touch-up mulching in areas that were missed have been completed. 	<ul style="list-style-type: none"> Mulching at Ashley Condos pool will be completed by 5/16/11.
Tree Care	4.4	Pruning	4.4.1	<ul style="list-style-type: none"> Notable improved growth-patterns and growth flushes were noted as a result of past, proper pruning methods. 	
		Fertilizer	4.4.3		
Irrigation System	4.5	General Requirements	4.5.1	<ul style="list-style-type: none"> All wiring problems have been repaired which included the 192 problem, as well as the dog park with the valve wire on top of the mulch. 	<ul style="list-style-type: none"> We will continue to inform Todd of any major repairs. Per the walk through with Todd, the main pool still needs half of the palm trees changed to bubblers.
		Monitoring	4.5.2	<ul style="list-style-type: none"> Monthly irrigation system inspections are 65% completed. 	<ul style="list-style-type: none"> Inspections will aggressively performed throughout April to complete the monthly irrigation inspection rotation.
Unscheduled Maintenance	5	Unscheduled Maintenance	5.4	<ul style="list-style-type: none"> Turf proposal needed for areas to be paid for by the District as well as areas covered by Luke Brothers. A proposal for playground mulch will be generated and submitted to the District. A proposal will be generated for the District for Deep root fertilization on an as needed basis. 	

3Bi

Rabone, Ilana

From: Greg Gologowski [Greg@harmonyfl.com]
Sent: Friday, May 13, 2011 3:05 PM
To: Moyer, Gary; Burgess, Brenda; Robert D. Evans; Shad Tome
Cc: Rabone, Ilana
Subject: CDD speaker

As requested at the last CDD meeting, I have lined up a presentation on pond management, herbicide use and the role of vegetation for the May 26th meeting. Jim Thomas is well respected on this topic and should present a balanced view on environmentally sound pond management that I think is pretty complementary to the approach that we've been taking. Turns out that he's an advocate of allowing pond fishing, but there's no need to bring up that topic again anyway.

I hope that we can carve out at least a half hour in the agenda for his presentation and questions.

Some background:

For a number of years, Jim Thomas has been promoting the concept of Aquascaping: lakeshore landscaping that will promote stormwater treatment, enhance habitat for native wildlife, conserve water and decrease use of pesticides. Fourth generation Florida native Thomas received his B.S., 1956, Florida State University; M. Ed. Biology, 1962, University of North Carolina, Chapel Hill. He also attended Yale University, University of Florida, North Carolina State University, University of Puerto Rico, and Rutgers University. Jim Thomas is owner and President of Biosphere Consulting, Inc. of Winter Garden. Biosphere is an environmental consulting firm engaged in environmental assessment, permitting and wetland and habitat restoration programs for development projects throughout Florida. The firm also runs a native plant nursery and has become heavily involved in environmental management.

3Bii

MAINTENANCE REPORT

CUSTOMER Harmony CDD Ponds DATE 5-9-11

BTC ACCOUNT NO. 582-01

BIOLOGIST / TECHNICIAN Larry

TREATMENT SERVICES

POND SITE INSPECTED	EMERG. VEG.	SUBMERG. VEG.	FLOATING VEG.	ALGAE	AQUASTAR	AQUATHOL K	COPPER SULFATE	CUTRINE	POND DYE	REWARD	SONAR	WEEDAR	OTHER	Polaris
18,10, 15, 14	x			x	/			/					/	
13,12,11	x													
34,16,	x													
31,30,21	x													
23,22,29	x													
7	x			x				/						
9	x													
32,33				x										

TARGETED VEGETATION Treated ponds for torpedograss in littoral areas and cogon grass, johnsongrass
in buffer areas. Ponds 18, 10, 15, 14, 7, 33 treated for algae.

ADDITIONAL NOTES / CONCERNS _____

3 C

Buck Lake Boat Use
April 11-May 8

Date	First	Last	Time	M-W-TH	F-S-S	Total Passengers	20' Pontoon	16' Pontoon	18' Boat	Bass Boat	Sail Boat	Canoes	Kayaks	Solar
4/13/2011	Jim	Herring	10-12pm	x		4	x							
4/13/2011	Stephen	Moore	7-1pm	x		2		x						
4/14/2011	Camille	Sampson	11-4p	x		4	x							
4/14/2011	Mark	Frankenburg	11-3p	x		2		x						
4/15/2011	Michael	Goodhue	3-5pm		x	4		x						
4/16/2011	Traci	Gray	12-3pm		x	2		x						
4/16/2011	Amber	Sambuca	8-10a		x	4	x							
4/17/2011	Joe	Murray	6-830pm		x	7	x							
4/17/2011	Traci	Gray	7-2pm		x	2		x						
4/17/2011	Thomas	Diggins	10-12, 4-6		x	2							x	
4/23/2011	Traci	Gray	1230p		x	2		x						
4/23/2011	Jim	Herring	8-12pm		x	2		x						
4/23/2011	Andy	Brinkmoler	12-3pm		x	8	x							
4/23/2011	Huddi	Mardrosian	7-1pm		x	4			x					
4/25/2011	Jim	Herring	9-1p	x		2		x						
4/25/2011	Traci	Gray	9-1p	x		2		x						
4/29/2011	Traci	Gray	8-1p		x	2		x						
4/29/2011	Daniel	Wolk	2-5p		x	6	x							
4/30/2011	Albert	Sosa	1030-1p		x	2		x						
4/30/2011	Mike	Boozer	9-12p		x	2							x	
4/30/2011	Joe	Murray	7-11a		x	6	x							
4/30/2011	Traci	Gray	7-11a		x	2			x					
5/1/2011	Greg	Herb	3-7p		x	7	x							
5/1/2011	Mike	Boszer	4-6p		x	2							x	
5/1/2011	John	Greene	7-10a		x	3		x						
5/6/2011	Ray	Walls	5-7am		x	4	x							
5/6/2011	Traci	Gray	6-8p		x	5	x							
5/7/2011	Micah	Buckner	7-1pm		x	2		x						
5/7/2011	John	Greene	10-2p		x	3	x							
5/8/2011	Traci	Gray	8-3p		x	4		x						

Comments:
Buck Lake is closed on Tues

103	11	14	2	-	-	-	3	-
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30 Total Trips

Last Month	186	Passengers
	80	Trips

Fourth Order of Business

4A

HARMONY

Community Development District

Annual Operating and Debt Service Budget

Fiscal Year 2012

(Proposed Budget: Version 1 - 5/18/11)

Prepared by:



HARMONY

Community Development District

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Harmony
Community Development District

Operating Budget
Fiscal Year 2012

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2012 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2010	BUDGET FY 2011	THRU APR-2011	MAY - SEP-2011	PROJECTED FY 2011	BUDGET FY 2012
REVENUES						
Interest - Investments	\$ 3,852	\$ 1,500	\$ 3,221	\$ 650	\$ 3,871	\$ 1,500
Judgements and Fines	-	-	258		258	-
Interest - Tax Collector	200	-	75		75	-
Special Assmnts- Tax Collector	621,490	622,750	579,779	42,971	622,750	622,472
Special Assmnts- CDD Collected	914,364	914,363	533,379	380,984	914,363	913,955
Special Assmnts- Delinquent	4,785	-	640	-	640	-
Special Assmnts- Discounts	(9,437)	(24,910)	(12,217)	-	(12,217)	(24,899)
TOTAL REVENUES	1,535,254	1,513,703	1,105,135	424,605	1,529,740	1,513,027

EXPENDITURES

Administrative

P/R-Board of Supervisors	8,800	9,600	6,200	3,400	9,600	9,600
FICA Taxes	673	734	474	260	734	734
ProfServ-Arbitrage Rebate	-	1,200	3,000	-	3,000	3,000
ProfServ-Dissemination Agent	500	500	-	500	500	500
ProfServ-Engineering	19,747	18,000	3,651	4,900	8,551	18,000
ProfServ-Legal Services	21,461	23,000	12,072	3,150	15,222	23,000
ProfServ-Mgmt Consulting Serv	52,516	54,091	31,553	22,538	54,091	55,984
ProfServ-Special Assessment	11,089	11,422	11,422	-	11,422	11,822
ProfServ-Property Appraiser	-	-	-	-	-	779
ProfServ-Trustee	9,186	11,000	10,748	-	10,748	11,000
Auditing Services	8,000	8,000	4,000	4,000	8,000	8,000
Communication - Telephone	440	175	183	150	333	380
Postage and Freight	827	1,200	504	475	979	1,200
Insurance - General Liability	18,274	19,850	21,575	-	21,575	23,733
Printing and Binding	3,947	5,000	2,470	2,500	4,970	5,000
Legal Advertising	990	1,000	439	350	789	1,000
Misc-Assessmnt Collection Cost	7,612	12,455	11,350	1,105	12,455	12,449
Misc-Contingency	276	1,000	178	145	323	1,000
Office Supplies	716	1,500	392	350	742	1,500
Annual District Filing Fee	175	175	175	-	175	175
Capital Outlay	-	750	-	-	-	750
Total Administrative	165,229	180,652	120,386	43,823	164,209	189,606

Field

Payroll-Salaried	3,761	60	60	-	60	-
ProfServ-Field Management	43,896	79,813	41,474	38,339	79,813	82,606
Total Field	47,657	79,873	41,534	38,339	79,873	82,606

Landscape

Utility - Refuse Removal	34,521	11,482	5,096	500	5,596	5,000
R&M-Grounds	29,484	32,994	17,498	12,500	29,998	32,994
R&M-Irrigation	38,199	34,500	30,061	13,125	43,186	34,500
R&M-Tree Trimming Services	6,000	15,000	15,000	-	15,000	15,000

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2012 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2010	BUDGET FY 2011	THRU APR-2011	MAY - SEP-2011	PROJECTED FY 2011	BUDGET FY 2012
R&M-Trees and Trimming	20,252	21,115	13,250	7,965	21,215	21,115
R&M-Turf Care	269,846	283,001	162,168	115,834	278,002	283,001
R&M-Shrub Care	101,714	110,539	62,731	44,808	107,539	110,539
Miscellaneous Services	14,136	10,000	-	2,000	2,000	10,000
Total Landscape	514,152	518,631	305,804	196,731	502,535	512,149
Utility						
Electricity - General	32,529	40,000	20,837	14,884	35,721	40,000
Electricity - Streetlighting	375,959	385,220	219,970	157,310	377,280	395,000
Utility - Water & Sewer	93,452	83,000	58,978	42,127	101,105	105,000
Total Utility	501,940	508,220	299,785	214,321	514,106	540,000
Operation & Maintenance						
Contracts-Lake and Wetland	21,635	21,360	12,915	7,650	20,565	21,360
Communication - Telephone	3,261	3,950	2,097	1,800	3,897	3,950
R&M-Common Area	3,024	18,806	7,936	5,669	13,605	18,806
R&M-Equipment	9,726	21,000	5,925	6,232	12,157	21,000
R&M-Pools	39,377	58,187	19,791	14,136	33,927	45,000
R&M-Roads & Alleyways	2,900	3,000	-	1,000	1,000	3,000
R&M-Sidewalks	3,017	10,000	-	1,500	1,500	6,000
R&M-Parks & Amenities	2,069	6,000	861	1,200	2,061	4,000
R&M-Hardscape Cleaning	7,358	10,000	-	1,100	1,100	6,000
Misc-Contingency	-	44,025	16,147	5,000	21,147	29,550
Misc-Security Enhancements	-	30,000	-	5,000	5,000	30,000
Cap Outlay - Other	23,118	-	-	-	-	-
Total Operation & Maintenance	115,485	226,327	65,672	50,287	115,959	188,666
TOTAL EXPENDITURES	1,344,463	1,513,703	833,181	543,502	1,376,683	1,513,027
Excess (deficiency) of revenues Over (under) expenditures	190,791	(0)	271,954	(118,897)	153,057	-
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance	-	(0)	-	-	-	-
TOTAL OTHER SOURCES (USES)	-	(0)	-	-	-	-
Net change in fund balance	190,791	(0)	271,954	(118,897)	153,057	-
FUND BALANCE, BEGINNING	385,208	575,999	575,999	-	575,999	729,056
FUND BALANCE, ENDING	\$ 575,999	\$ 575,999	\$ 847,953	\$ (118,897)	\$ 729,056	\$ 729,056

Budget Narrative
Fiscal Year 2012**REVENUES****Interest-Investments**

The District earns interest on its operating accounts.

Special Assessments-Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year.

Special Assessment – CDD Collected (Maintenance)

The District will collect a Non-Ad Valorem assessment on all the un-platted parcels within the District in support of the overall fiscal year budget.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES**Administrative****P/R-Board of Supervisors**

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon four supervisors attending 12 meetings.

FICA Taxes

Payroll taxes on Board of Supervisors compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures.

Professional Services – Arbitrage Rebate

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on the Series of Benefit Special Assessment Bonds. The budgeted amount for the fiscal year is based on historical and industry standard fees charged for this service.

Professional Services – Dissemination Agent

The District is required by the Securities and Exchange Commission to comply with rule 15c2-12(b)-(5), which relates additional reporting requirements for unrelated bond issues and is performed by Digital Assurance Company. The budgeted amount for the fiscal year is based on standard fees charged for this service.

Professional Services-Engineering

The District's engineer, Woolpert Inc., will be providing general engineering services to the District, i.e., attendance and preparation for monthly Board meetings, review of invoices, preparation of requisitions., etc. The budgeted amount for the fiscal year is based on anticipated activity.

Professional Services-Legal Services

The District's general counsel, Young van Assenderp, P.A., retained by the District Board, is responsible for attending and preparing for Board meetings and rendering advice, counsel, recommendations, and representation as determined appropriate or as directed by the Board directly or as relayed by the manager.

Budget Narrative
Fiscal Year 2012**EXPENDITURES****Administrative** (continued)**Professional Services-Management Consulting Services**

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Severn Trent Environmental Services, Inc. Also included are costs for Information Technology charges to process all of the District's financial activities, i.e. accounts payable, financial statements, budgets, etc., on a main frame computer owned by Severn Trent in accordance with the management contract and the charge for rentals. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement, with a moderate proposed increase.

Professional Services - Special Assessment (Advisor)

The District will be billed annually for calculating and levying the annual operating and maintenance, and debt service assessments, as provided by Severn Trent Management Services.

Professional Services -Property Appraiser

The Property Appraiser provides the District with a listing of the legal description of each property parcel within the District boundaries, and the names and addresses of the owners of such property. The District reimburses the Property Appraiser for necessary administrative costs incurred to provide this service. The FY2012 budget for property appraiser costs was based on a unit price per parcel. In prior years, this cost was included in Misc.-Assessment Collection Cost.

Professional Services- Trustee

The District pays US Bank an annual fee for trustee services on the Series 2001 and the Series 2004 Special Assessment Bonds. The budgeted amount for the fiscal year is \$4,900 and \$4,350 for each series plus any out-of-pocket expenses.

Auditing Services

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on contracted fees from an existing engagement letter with Grau & Associates.

Communication-Telephone

Telephone and fax transmission expenditures.

Postage and Freight

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

Insurance-General Liability

The District's General Liability & Public Officials Liability Insurance policy is with Preferred Governmental Insurance Trust (PGIT). They specialize in providing insurance coverage to governmental agencies. The budgeted amount allows for a projected increase in the premium.

Printing and Binding

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in the Orlando Sentinel.

Budget Narrative
Fiscal Year 2012

EXPENDITURES

Administrative (continued)

Miscellaneous-Assessment Collection Costs

The District reimburses the Osceola Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The FY2012 budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.

Miscellaneous -Contingency

This includes monthly bank charges and any other miscellaneous expenses that may be incurred during the year.

Office Supplies

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

Annual District Filing Fee

The District is required to pay an annual fee of \$175 to the Department of Community Affairs.

Capital Outlay

Represents any minor capital expenditures the District may need to make during the Fiscal Year.

Field

Professional Services – Field Management

\$82,606

Includes payroll and overhead costs for full-time field manager/dockmaster and assistant field manager as provided by Severn Trent Management Services. Primary responsibilities are related to docks and boats, with supplemental activities providing on-site field management and maintenance services.

Landscape

Utility Refuse Removal

\$5,000

Maintenance costs associated with trash collecting, and replacement of supplies or damaged trash cans within the District.

R&M-Ground

\$32,994

Scheduled maintenance consists of mowing, edging, blowing, fertilizing and applying pest and disease control chemicals to ground cover, as well as planting and replacing various annual and seasonal flowers within the District. Unscheduled maintenance consists of repairs and replacement to any damaged areas.

Existing Contract (Luke Brothers)	\$21,006
Existing Contract (Luke Brothers- Flowers)	\$9,888
Unscheduled maintenance	\$2,000

Budget Narrative
Fiscal Year 2012

EXPENDITURES

Landscape (continued)

R&M-Irrigation **\$34,500**

Scheduled maintenance consists of regular inspections, adjustments to controller and irrigation heads, minor system repairs, and purchase of irrigation supplies. Unscheduled maintenance consists of major repairs and replacement of system components.

Existing Contract (Luke Brothers)	\$28,500
System Management (monitoring of the system)	\$2,000
Proposed System Upgrade	\$2,000
Unscheduled maintenance	\$2,000

R&M-Tree Trimming Services **\$15,000**

Scheduled maintenance consists of canopy trimming for trees over 10 feet, and consulting with a certified arborist.

R&M-Tree Trimming **\$21,115**

Scheduled maintenance consists of pruning, maintaining tree basins and fertilizing trees less than 10 feet in height.

Existing Contract (Luke Brothers)	\$19,115
Unscheduled maintenance	\$2,000

R&M-Turf Care **\$283,001**

Scheduled maintenance consists of mowing, edging, blowing, fertilizing, and applying pest and disease control chemicals to turf within Harmony CDD. Unscheduled maintenance consists of replacement to any damaged areas.

Existing Contract (Luke Brothers)	\$278,001
Unscheduled maintenance	\$5,000

R&M-Shrub Care **\$110,539**

Scheduled maintenance consists of pruning, mulching, fertilizing, applying pest and disease control chemicals, and providing weed control and debris removal to Shrubs within the District. Unscheduled maintenance consists of repairs and replacement to any damaged areas.

Existing Contract (Luke Brothers)	\$107,539
Unscheduled maintenance	\$3,000

Miscellaneous Services **\$10,000**

Unscheduled or one-time landscape maintenance expenses for other areas within the District that are not listed in any other budget category.

Utility

Electricity - General **\$40,000**

Electricity for accounts with Orlando Utilities Commissions for the swim club, parks, and irrigation. Fees are based on historical costs for metered use.

Electricity - Streetlighting **\$395,220**

Contract to lease light-poles and fixtures for all street lighting within the District, as per agreement with the Orlando Utilities Commission. Fees are based on historical costs.

Budget Narrative
Fiscal Year 2012**EXPENDITURES****Utility** (continued)**Utility - Water & Sewer****\$105,000**

The District currently has utility accounts with Toho Water Authority (a division of KUA). Usage consists of water, sewer and reclaimed water services.

Operation & Maintenance**Contracts-Lake and Wetland****\$21,360**

Scheduled maintenance consists of inspections and treatment of nuisance aquatic species. Unscheduled maintenance consists of aquatic plantings and repair of any damaged areas.

Existing Contract (Bio-Tech Consulting)	\$18,360
Unscheduled maintenance	\$3,000

Communication – Telephone**\$3,950**

Telephone expenses for the dockmaster's phones and the irrigation line for the computerized Maxicom irrigation system. The budgeted amount for the fiscal year is based on prior year expenses.

R&M-Common Area**\$18,806**

- Benches: Unscheduled maintenance consists of replacing damaged benches and purchasing benches for added areas
- Miscellaneous cleaning supplies, light bulbs, and other supplies used throughout the District.
- District facility's expenditures relating to new assistant Field Manager
- Other miscellaneous common area expense not provided in other line items. It is anticipated some items originally installed in 2003 will need to be replaced in FY 2012, including trash cans, doggie pots and fountain

R&M-Equipment**\$21,000**

Supplies, maintenance and equipment needed for the boats.

Boat Operation, supplies and maintenance	\$8,000
Repairs and system upgrade	\$8,000
Miscellaneous	\$5,000

R&M-Pools**\$45,000**

This includes monthly pool service and any repairs and maintenance for the Swim Club and Ashley Park pools that may be incurred during the year by the District, including repair and replacement of pool furniture, shades, safety equipment, etc. Supplies for the pool and fountains such as chemicals and chlorine are provided by Spies Pool LLC. Various pool licenses and permits required for the pools are based on historical expenses.

Contract (Robert's Pool Service)	\$22,560
Repairs for Shade	\$3,000
Repairs for Furniture	\$3,000
Supplies	\$12,540
Licenses	\$900
Unscheduled Maintenance	\$3,000

R&M Roads and Alleyways**\$3,000**

Unscheduled maintenance of alleyways.

R&M Sidewalks**\$6,000**

Unscheduled maintenance consists of grinding uneven areas and replacement of concrete sidewalk. Pressure washing areas within the District as needed.

Budget Narrative
Fiscal Year 2012

EXPENDITURES

Operation & Maintenance (continued)

R&M Parks and Amenities **\$4,000**
Maintenance or repairs to the basketball courts and athletic fields, including sod replacement, cleaning of basketball courts, dog parks and all miscellaneous park areas.

Lakeshore Park	\$2,000
Dog Parks	\$1,000
Miscellaneous Park Areas	\$1,000

R&M-Hardscape Maintenance **\$6,000**
Scheduled maintenance consists of pressure washing PVC fencing, bridges, and pavilions, restrooms and other Hardscape. Unscheduled maintenance consists of repairs and replacement of damaged areas, including columns.

Existing Contract (Luke Brothers)	\$5,270
Unscheduled maintenance	\$730

Misc-Contingency **\$29,550**
The FY2012 contingency represents the potential excess of unscheduled maintenance expenses not included in budget categories or not anticipated in specific line items.

Misc-Security Enhancement **\$30,000**
Represents costs to update and improve security within the District. (Gates, camera's etc.) Unscheduled maintenance; includes repair or replacement of damaged cameras and any required upgrades.

Exhibit "A"
Allocation of Fund Balances

AVAILABLE FUNDS

	<u>Amount</u>
Beginning Fund Balance - Fiscal Year 2012	\$ 729,056
Net Change in Fund Balance - Fiscal Year 2012	-
Reserves - Fiscal Year 2012 Additions	-
Total Funds Available (Estimated) - 9/30/2012	729,056

ALLOCATION OF AVAILABLE FUNDS

Assigned Fund Balance

Operating Reserve - First Quarter Operating Capital	250,000	(1)
Reserves - Insurance	50,000	(2)
Reserves - Renewal and Replacement	135,000	(3)
Subtotal	<u>435,000</u>	
Total Allocation of Available Funds	435,000	

Total Unassigned (undesignated) Cash	\$ <u>294,056</u>
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Notes

- (1) Represents approximately 2 months of operating expenditures
- (2) Represents deductibles for Liability and Property insurance
- (3) Represents annual amount of approximate 10 year plan for renewal and replacement

Harmony

Community Development District

Debt Service Budgets

Fiscal Year 2012

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2012 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2010	ADOPTED BUDGET FY 2011	ACTUAL THRU APR-2011	PROJECTED MAY - SEP-2011	TOTAL PROJECTED FY 2011	ANNUAL BUDGET FY 2012
REVENUES						
Interest - Investments	\$ 1,746	\$ 800	\$ 1,319	\$ 400	\$ 1,719	\$ 800
Special Assmnts- Tax Collector	1,040,281	1,038,106	965,404	71,552	1,036,956	1,038,045
Special Assmnts- Prepayment	7,974	-	18,119	-	18,119	-
Special Assmnts- CDD Collected	433,309	432,426	312,185	120,241	432,426	432,404
Special Assmnts- Delinquent	8,058	-	1,072	-	1,072	-
Special Assmnts- Discounts	(15,807)	(41,524)	(20,342)	-	(20,342)	(41,522)
TOTAL REVENUES	1,475,561	1,429,808	1,277,757	192,193	1,469,950	1,429,727
EXPENDITURES						
<i>Administrative</i>						
Misc-Assessmnt Collection Cost	11,453	20,762	18,899	1,863	20,762	20,761
Total Administrative	11,453	20,762	18,899	1,863	20,762	20,761
<i>Debt Service</i>						
Principal Debt Retirement	285,000	305,000	-	305,000	305,000	325,000
Principal Prepayments	20,000	-	-	20,000	20,000	-
Interest Expense	1,144,413	1,123,388	561,331	561,694	1,123,025	1,099,825
Total Debt Service	1,449,413	1,428,388	561,331	886,694	1,448,025	1,424,825
TOTAL EXPENDITURES	1,460,866	1,449,150	580,230	888,557	1,468,787	1,445,586
Excess (deficiency) of revenues Over (under) expenditures	14,695	(19,342)	697,527	(696,364)	1,163	(15,859)
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance	-	(19,342)	-	-	-	(15,859)
TOTAL OTHER SOURCES (USES)	-	(19,342)	-	-	-	(15,859)
Net change in fund balance	14,695	(19,342)	697,527	(696,364)	1,163	(15,859)
FUND BALANCE, BEGINNING	1,721,124	1,735,819	1,735,819	-	1,735,819	1,736,982
FUND BALANCE, ENDING	\$ 1,735,819	\$ 1,716,477	\$ 2,433,346	\$ (696,364)	\$ 1,736,982	\$ 1,721,123

AMORTIZATION SCHEDULE

DATE	BALANCE	RATE	PRINCIPAL	PREPAYMENT	INTEREST	TOTAL
11/01/11	\$ 15,170,000.00	7.25%	\$ -		\$ 549,912.50	\$ 1,424,825.00
05/01/12	\$ 15,170,000.00	7.25%	\$ 325,000.00		\$ 549,912.50	
11/01/12	\$ 14,845,000.00	7.25%	\$ -		\$ 538,131.25	\$ 1,426,262.50
05/01/13	\$ 14,845,000.00	7.25%	\$ 350,000.00		\$ 538,131.25	
11/01/13	\$ 14,495,000.00	7.25%	\$ -		\$ 525,443.75	\$ 1,425,887.50
05/01/14	\$ 14,495,000.00	7.25%	\$ 375,000.00		\$ 525,443.75	
11/01/14	\$ 14,120,000.00	7.25%	\$ -		\$ 511,850.00	\$ 1,423,700.00
05/01/15	\$ 14,120,000.00	7.25%	\$ 400,000.00		\$ 511,850.00	
11/01/15	\$ 13,720,000.00	7.25%	\$ -		\$ 497,350.00	\$ 1,424,700.00
05/01/16	\$ 13,720,000.00	7.25%	\$ 430,000.00		\$ 497,350.00	
11/01/16	\$ 13,290,000.00	7.25%	\$ -		\$ 481,762.50	\$ 1,428,525.00
05/01/17	\$ 13,290,000.00	7.25%	\$ 465,000.00		\$ 481,762.50	
11/01/17	\$ 12,825,000.00	7.25%	\$ -		\$ 464,906.25	\$ 1,424,812.50
05/01/18	\$ 12,825,000.00	7.25%	\$ 495,000.00		\$ 464,906.25	
11/01/18	\$ 12,330,000.00	7.25%	\$ -		\$ 446,962.50	\$ 1,428,925.00
05/01/19	\$ 12,330,000.00	7.25%	\$ 535,000.00		\$ 446,962.50	
11/01/19	\$ 11,795,000.00	7.25%	\$ -		\$ 427,568.75	\$ 1,430,137.50
05/01/20	\$ 11,795,000.00	7.25%	\$ 575,000.00		\$ 427,568.75	
11/01/20	\$ 11,220,000.00	7.25%	\$ -		\$ 406,725.00	\$ 1,428,450.00
05/01/21	\$ 11,220,000.00	7.25%	\$ 615,000.00		\$ 406,725.00	
11/01/21	\$ 10,605,000.00	7.25%	\$ -		\$ 384,431.25	\$ 1,428,862.50
05/01/22	\$ 10,605,000.00	7.25%	\$ 660,000.00		\$ 384,431.25	
11/01/22	\$ 9,945,000.00	7.25%	\$ -		\$ 360,506.25	\$ 1,431,012.50
05/01/23	\$ 9,945,000.00	7.25%	\$ 710,000.00		\$ 360,506.25	
11/01/23	\$ 9,235,000.00	7.25%	\$ -		\$ 334,768.75	\$ 1,434,537.50
05/01/24	\$ 9,235,000.00	7.25%	\$ 765,000.00		\$ 334,768.75	
11/01/24	\$ 8,470,000.00	7.25%	\$ -		\$ 307,037.50	\$ 1,434,075.00
05/01/25	\$ 8,470,000.00	7.25%	\$ 820,000.00		\$ 307,037.50	
11/01/25	\$ 7,650,000.00	7.25%	\$ -		\$ 277,312.50	\$ 1,434,625.00
05/01/26	\$ 7,650,000.00	7.25%	\$ 880,000.00		\$ 277,312.50	
11/01/26	\$ 6,770,000.00	7.25%	\$ -		\$ 245,412.50	\$ 1,435,825.00
05/01/27	\$ 6,770,000.00	7.25%	\$ 945,000.00		\$ 245,412.50	
11/01/27	\$ 5,825,000.00	7.25%	\$ -		\$ 211,156.25	\$ 1,432,312.50
05/01/28	\$ 5,825,000.00	7.25%	\$ 1,010,000.00		\$ 211,156.25	
11/01/28	\$ 4,815,000.00	7.25%	\$ -		\$ 174,543.75	\$ 1,434,087.50
05/01/29	\$ 4,815,000.00	7.25%	\$ 1,085,000.00		\$ 174,543.75	
11/01/29	\$ 3,730,000.00	7.25%	\$ -		\$ 135,212.50	\$ 1,435,425.00
05/01/30	\$ 3,730,000.00	7.25%	\$ 1,165,000.00		\$ 135,212.50	
11/01/30	\$ 2,565,000.00	7.25%	\$ -		\$ 92,981.25	\$ 1,420,962.50
05/01/31	\$ 2,565,000.00	7.25%	\$ 1,235,000.00		\$ 92,981.25	
11/01/31	\$ 1,330,000.00	7.25%	\$ -		\$ 48,212.50	\$ 1,426,425.00
05/01/32	\$ 1,330,000.00	7.25%	\$ 1,330,000.00		\$ 48,212.50	
			\$ 17,050,000.00	\$ 230,000.00	\$ 23,150,337.50	\$ 40,430,337.50

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2012 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2010	ADOPTED BUDGET FY 2011	ACTUAL THRU APR-2011	PROJECTED MAY - SEP-2011	TOTAL PROJECTED FY 2011	ANNUAL BUDGET FY 2012
REVENUES						
Interest - Investments	\$ 2,371	\$ 800	\$ 936	\$ -	\$ 936	\$ 800
Net Incr (Decr) In FMV-Invest	(1,263)	-	-	-	-	-
Special Assmnts- CDD Collected	1,201,217	1,198,145	-	1,198,145	1,198,145	1,198,075
TOTAL REVENUES	1,202,325	1,198,945	936	1,198,145	1,199,081	1,198,875
EXPENDITURES						
<i>Debt Service</i>						
Principal Debt Retirement	210,000	225,000	-	225,000	225,000	245,000
Interest Expense	1,014,863	1,000,688	500,344	500,344	1,000,688	985,500
Total Debt Service	1,224,863	1,225,688	500,344	725,344	1,225,688	1,230,500
TOTAL EXPENDITURES	1,224,863	1,225,688	500,344	725,344	1,225,688	1,230,500
Excess (deficiency) of revenues						
Over (under) expenditures	(22,538)	(26,743)	(499,408)	472,801	(26,607)	(31,625)
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance	-	(26,743)	-	-	-	(31,625)
TOTAL OTHER SOURCES (USES)	-	(26,743)	-	-	-	(31,625)
Net change in fund balance	(22,538)	(26,743)	(499,408)	472,801	(26,607)	(31,625)
FUND BALANCE, BEGINNING	1,450,369	1,427,831	1,427,831	-	1,427,831	1,401,224
FUND BALANCE, ENDING	\$ 1,427,831	\$ 1,401,088	\$ 928,423	\$ 472,801	\$ 1,401,224	\$ 1,369,599

HARMONY

Community Development District

Series 2004 Fund

AMORTIZATION SCHEDULE

DATE	BALANCE	RATE	PRINCIPAL	INTEREST	TOTAL
11/1/2011	\$ 14,600,000.00	6.75%	\$ -	\$ 492,750.00	\$ 1,230,500.00
5/1/2012	\$ 14,600,000.00	6.75%	\$ 245,000.00	\$ 492,750.00	
11/1/2012	\$ 14,355,000.00	6.75%	\$ -	\$ 484,481.25	\$ 1,223,962.50
5/1/2013	\$ 14,355,000.00	6.75%	\$ 255,000.00	\$ 484,481.25	
11/1/2013	\$ 14,100,000.00	6.75%	\$ -	\$ 475,875.00	\$ 1,226,750.00
5/1/2014	\$ 14,100,000.00	6.75%	\$ 275,000.00	\$ 475,875.00	
11/1/2014	\$ 13,825,000.00	6.75%	\$ -	\$ 466,593.75	\$ 1,223,187.50
5/1/2015	\$ 13,825,000.00	6.75%	\$ 290,000.00	\$ 466,593.75	
11/1/2015	\$ 13,535,000.00	6.75%	\$ -	\$ 456,806.25	\$ 1,223,612.50
5/1/2016	\$ 13,535,000.00	6.75%	\$ 310,000.00	\$ 456,806.25	
11/1/2016	\$ 13,225,000.00	6.75%	\$ -	\$ 446,343.75	\$ 1,222,687.50
5/1/2017	\$ 13,225,000.00	6.75%	\$ 330,000.00	\$ 446,343.75	
11/1/2017	\$ 12,895,000.00	6.75%	\$ -	\$ 435,206.25	\$ 1,225,412.50
5/1/2018	\$ 12,895,000.00	6.75%	\$ 355,000.00	\$ 435,206.25	
11/1/2018	\$ 12,540,000.00	6.75%	\$ -	\$ 423,225.00	\$ 1,226,450.00
5/1/2019	\$ 12,540,000.00	6.75%	\$ 380,000.00	\$ 423,225.00	
11/1/2019	\$ 12,160,000.00	6.75%	\$ -	\$ 410,400.00	\$ 1,225,800.00
5/1/2020	\$ 12,160,000.00	6.75%	\$ 405,000.00	\$ 410,400.00	
11/1/2020	\$ 11,755,000.00	6.75%	\$ -	\$ 396,731.25	\$ 1,228,462.50
5/1/2021	\$ 11,755,000.00	6.75%	\$ 435,000.00	\$ 396,731.25	
11/1/2021	\$ 11,320,000.00	6.75%	\$ -	\$ 382,050.00	\$ 1,224,100.00
5/1/2022	\$ 11,320,000.00	6.75%	\$ 460,000.00	\$ 382,050.00	
11/1/2022	\$ 10,860,000.00	6.75%	\$ -	\$ 366,525.00	\$ 1,228,050.00
5/1/2023	\$ 10,860,000.00	6.75%	\$ 495,000.00	\$ 366,525.00	
11/1/2023	\$ 10,365,000.00	6.75%	\$ -	\$ 349,818.75	\$ 1,224,637.50
5/1/2024	\$ 10,365,000.00	6.75%	\$ 525,000.00	\$ 349,818.75	
11/1/2024	\$ 9,840,000.00	6.75%	\$ -	\$ 332,100.00	\$ 1,224,200.00
5/1/2025	\$ 9,840,000.00	6.75%	\$ 560,000.00	\$ 332,100.00	
11/1/2025	\$ 9,280,000.00	6.75%	\$ -	\$ 313,200.00	\$ 1,221,400.00
5/1/2026	\$ 9,280,000.00	6.75%	\$ 595,000.00	\$ 313,200.00	
11/1/2026	\$ 8,685,000.00	6.75%	\$ -	\$ 293,118.75	\$ 1,221,237.50
5/1/2027	\$ 8,685,000.00	6.75%	\$ 635,000.00	\$ 293,118.75	
11/1/2027	\$ 8,050,000.00	6.75%	\$ -	\$ 271,687.50	\$ 1,223,375.00
5/1/2028	\$ 8,050,000.00	6.75%	\$ 680,000.00	\$ 271,687.50	
11/1/2028	\$ 7,370,000.00	6.75%	\$ -	\$ 248,737.50	\$ 1,227,475.00
5/1/2029	\$ 7,370,000.00	6.75%	\$ 730,000.00	\$ 248,737.50	
11/1/2029	\$ 6,640,000.00	6.75%	\$ -	\$ 224,100.00	\$ 1,223,200.00
5/1/2030	\$ 6,640,000.00	6.75%	\$ 775,000.00	\$ 224,100.00	
11/1/2030	\$ 5,865,000.00	6.75%	\$ -	\$ 197,943.75	\$ 1,220,887.50
5/1/2031	\$ 5,865,000.00	6.75%	\$ 825,000.00	\$ 197,943.75	
11/1/2031	\$ 5,040,000.00	6.75%	\$ -	\$ 170,100.00	\$ 1,220,200.00
5/1/2032	\$ 5,040,000.00	6.75%	\$ 880,000.00	\$ 170,100.00	
11/1/2032	\$ 4,160,000.00	6.75%	\$ -	\$ 140,400.00	\$ 1,220,800.00
5/1/2033	\$ 4,160,000.00	6.75%	\$ 940,000.00	\$ 140,400.00	
11/1/2033	\$ 3,220,000.00	6.75%	\$ -	\$ 108,675.00	\$ 1,217,350.00
5/1/2034	\$ 3,220,000.00	6.75%	\$ 1,000,000.00	\$ 108,675.00	
11/1/2034	\$ 2,220,000.00	6.75%	\$ -	\$ 74,925.00	\$ 1,219,850.00
5/1/2035	\$ 2,220,000.00	6.75%	\$ 1,070,000.00	\$ 74,925.00	
11/1/2035	\$ 1,150,000.00	6.75%	\$ -	\$ 38,812.50	\$ 1,227,625.00
5/1/2036	\$ 1,150,000.00	6.75%	\$ 1,150,000.00	\$ 38,812.50	
			\$ 15,590,000.00	\$ 22,178,028.75	\$ 37,768,028.75

Budget Narrative
Fiscal Year 2012**REVENUES****Interest-Investments**

The District earns interest income on its trust accounts with US Bank.

Special Assessments-Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the debt service expenditures during the Fiscal Year.

Special Assessment – CDD Collected (Maintenance)

The District will collect a Non-Ad Valorem assessment on all the un-platted parcels within the District in support of the overall fiscal year budget.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES**Administrative****Miscellaneous-Assessment Collection Cost**

The District reimburses the Osceola Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The FY2012 budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.

Principal Debt Retirement

The District pays regular principal payments annually in order to pay down/retire the debt service.

Interest Expense

The District pays interest expense on the debt service bonds twice a year.

Harmony

Community Development District

Supporting Budget Schedules

Fiscal Year 2012

HARMONY

Community Development District

2011-2012 Non-Ad Valorem Assessment Summary

Platted												
Neighborhood	Lot Type	Lot Width	2012 O & M Assessment	2011 O & M Assessment	2012 Debt Service Assessment	2011 Debt Service Assessment	2012 Total Assessment	2011 Total Assessment	% Change (Decrease) Increase	Units		
A-1	MF	n/a	\$ 394.02	\$ 394.14	\$ 676.53	\$ 676.57	\$ 1,070.56	\$ 1,070.72	-0.01%	186		
B	B	80	\$ 1,245.63	\$ 1,246.01	\$ 2,138.74	\$ 2,138.86	\$ 3,384.37	\$ 3,384.87	-0.01%	9		
	C	65	\$ 1,012.08	\$ 1,012.38	\$ 1,737.72	\$ 1,737.83	\$ 2,749.80	\$ 2,750.21	-0.01%	25		
	E	52	\$ 809.66	\$ 809.91	\$ 1,390.18	\$ 1,390.26	\$ 2,199.84	\$ 2,200.17	-0.01%	35		
	G	42	\$ 653.96	\$ 654.15	\$ 1,122.84	\$ 1,122.90	\$ 1,776.80	\$ 1,777.06	-0.01%	22		
	H	35	\$ 544.96	\$ 545.13	\$ 935.70	\$ 935.75	\$ 1,480.66	\$ 1,480.88	-0.01%	15		
C-1	B	80	\$ 1,225.17	\$ 1,225.54	\$ 2,103.60	\$ 2,103.72	\$ 3,328.76	\$ 3,329.25	-0.01%	10		
	C	65	\$ 995.45	\$ 995.75	\$ 1,709.17	\$ 1,709.27	\$ 2,704.62	\$ 2,705.02	-0.01%	30		
	E	52	\$ 796.36	\$ 796.60	\$ 1,367.34	\$ 1,367.42	\$ 2,163.70	\$ 2,164.02	-0.01%	35		
	G	42	\$ 643.21	\$ 643.41	\$ 1,104.39	\$ 1,104.45	\$ 1,747.60	\$ 1,747.86	-0.01%	30		
C-2	H	35	\$ 536.01	\$ 536.17	\$ 920.32	\$ 920.38	\$ 1,456.33	\$ 1,456.55	-0.01%	12		
	B	80	\$ 1,274.00	\$ 1,274.38	\$ 2,187.44	\$ 2,187.57	\$ 3,461.44	\$ 3,461.95	-0.01%	4		
	C	65	\$ 1,035.12	\$ 1,035.44	\$ 1,777.30	\$ 1,777.40	\$ 2,812.42	\$ 2,812.84	-0.01%	14		
D-1	E	52	\$ 828.10	\$ 828.35	\$ 1,421.84	\$ 1,421.92	\$ 2,249.94	\$ 2,250.27	-0.01%	13		
	G	42	\$ 668.85	\$ 669.05	\$ 1,148.41	\$ 1,148.47	\$ 1,817.26	\$ 1,817.52	-0.01%	31		
	H	35	\$ 557.37	\$ 557.54	\$ 957.01	\$ 957.06	\$ 1,514.38	\$ 1,514.60	-0.01%	25		
	B	80	\$ 1,316.23	\$ 1,316.62	\$ 2,259.95	\$ 2,260.08	\$ 3,576.17	\$ 3,576.70	-0.01%	9		
D-2	C	65	\$ 1,069.43	\$ 1,069.76	\$ 1,836.21	\$ 1,836.31	\$ 2,905.64	\$ 2,906.07	-0.01%	20		
	E	52	\$ 855.55	\$ 855.80	\$ 1,468.96	\$ 1,469.05	\$ 2,324.51	\$ 2,324.86	-0.01%	6		
E	Custom	n/a	\$ 781.85	\$ 782.09	\$ 1,342.43	\$ 1,342.51	\$ 2,124.28	\$ 2,124.59	-0.01%	11		
G	E	52	\$ 2,086.13	\$ 2,086.75	\$ 3,581.85	\$ 3,582.06	\$ 5,667.98	\$ 5,668.82	-0.01%	51		
	E	52	\$ 941.74	\$ 942.03	\$ 1,616.96	\$ 1,617.06	\$ 2,558.71	\$ 2,559.08	-0.01%	62		
	G	42	\$ 760.64	\$ 760.87	\$ 1,306.01	\$ 1,306.08	\$ 2,066.65	\$ 2,066.95	-0.01%	85		
	H	35	\$ 633.87	\$ 634.06	\$ 1,088.34	\$ 1,088.40	\$ 1,722.21	\$ 1,722.46	-0.01%	39		
Unplatted												
A-2	MF		\$ 348.46	\$ 348.57	\$ 598.31	\$ 598.34	\$ 946.77	\$ 946.91	-0.01%	44		
H-1/H-2	MF		\$ 598.98	\$ 599.16	\$ 1,028.44	\$ 1,028.50	\$ 1,627.42	\$ 1,627.66	-0.01%	222		
F	MF		\$ 463.17	\$ 463.30	\$ 795.25	\$ 795.30	\$ 1,258.42	\$ 1,258.60	-0.01%	120		
M	MF		\$ 225.92	\$ 225.99	\$ 387.90	\$ 387.93	\$ 613.82	\$ 613.91	-0.01%	120		
I/J	TBD		\$ 468.80	\$ 468.94	\$ 804.92	\$ 804.97	\$ 1,273.72	\$ 1,273.91	-0.01%	600		
K	TBD		\$ 431.62	\$ 431.75	\$ 741.08	\$ 741.13	\$ 1,172.70	\$ 1,172.88	-0.01%	220		
L	TBD		\$ 462.49	\$ 462.63	\$ 794.09	\$ 794.13	\$ 1,256.57	\$ 1,256.76	-0.01%	180		
Comm	Comm		\$ 26,413.51	\$ 26,421.45	\$ 45,351.66	\$ 45,354.32	\$ 71,765.17	\$ 71,775.77	-0.01%	7.58		
Office	Office		\$ 91,785.22	\$ 91,812.79	\$ 157,594.02	\$ 157,603.27	\$ 249,379.24	\$ 249,416.06	-0.01%	26.34		
TC	Town Center		\$ 105,410.13	\$ 105,441.79	\$ 180,987.82	\$ 180,998.44	\$ 286,397.95	\$ 286,440.24	-0.01%	30.25		
GC	Golf Course											

2,349.17

4B

RESOLUTION 2011-04

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE HARMONY COMMUNITY DEVELOPMENT
DISTRICT APPROVING THE BUDGET FOR FISCAL
YEAR 2012 AND SETTING A PUBLIC HEARING
THEREON PURSUANT TO FLORIDA LAW**

WHEREAS, the District Manager has heretofore prepared and submitted to the Board a proposed operating and/or debt service budget for Fiscal Year 2012; a copy of which is attached hereto, and

WHEREAS, the Board of Supervisors has considered said proposed budget and desires to set the required public hearing thereon;

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

1. The budget proposed by the District Manager for Fiscal Year 2012 is hereby approved as the basis for conducting a public hearing to adopt said budget.
2. A public hearing on said approved budget is hereby declared and set for the following date, hour and place:

Date: Thursday, August 25, 2011

Hour: 6:00 p.m.

Place: 7251 Five Oaks Drive
Harmony, Florida

Notice of this public hearing shall be published in the manner prescribed in Florida Law.

Adopted this 26th day of May, 2011.

Robert D. Evans
Chairman

Gary L. Moyer
Secretary

Sixth Order of Business

6A

**Harmony
Community Development District**

Financial Report

April 30, 2011

Prepared by



**Harmony
Community Development District**

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**Harmony
Community Development District**

Financial Statements

(Unaudited)

April 30, 2011

Community Development District

Balance Sheet
April 30, 2011

ACCOUNT DESCRIPTION	GENERAL FUND	2001 DEBT SERVICE FUND	2004 DEBT SERVICE FUND	2004 CAPITAL PROJECTS FUND	TOTAL
ASSETS					
Cash In Bank	\$ 382,856	\$ -	\$ -	\$ -	\$ 382,856
Cash On Hand/Petty Cash	500	-	-	-	500
Assessments Receivable	12,053	38,828	-	-	50,881
Interest/Dividend Receivables	1,280	287	-	-	1,567
Due From Other Funds	3,900	-	-	-	3,900
Investments:					
Certificates of Deposit - 450 Days	126,100	-	-	-	126,100
Money Market Account	478,236	-	-	-	478,236
Construction Fund	-	-	-	66,687	66,687
Prepayment Account	-	20,448	3,229	-	23,677
Reserve Fund	-	1,430,739	861,348	-	2,292,087
Revenue Fund	-	1,102,366	890,248	-	1,992,614
TOTAL ASSETS	\$ 1,004,925	\$ 2,592,668	\$ 1,754,825	\$ 66,687	\$ 5,419,105
LIABILITIES					
Accounts Payable	\$ 30,285	\$ -	\$ -	\$ -	\$ 30,285
Accrued Expenses	113,484	-	-	-	113,484
Deposits	1,150	-	-	-	1,150
Deferred Revenue	12,053	38,828	-	-	50,881
Due To Other Funds	-	-	-	3,900	3,900
TOTAL LIABILITIES	156,972	38,828	-	3,900	199,700
FUND BALANCES					
Reserved for Debt Service	-	2,553,840	1,754,825	-	4,308,665
Reserved for Capital Projects	-	-	-	62,787	62,787
Unreserved/Undesignated	847,953	-	-	-	847,953
TOTAL FUND BALANCES	\$ 847,953	\$ 2,553,840	\$ 1,754,825	\$ 62,787	\$ 5,219,405
TOTAL LIABILITIES & FUND BALANCES	\$ 1,004,925	\$ 2,592,668	\$ 1,754,825	\$ 66,687	\$ 5,419,105

Community Development District

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2011

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 1,500	\$ 875	\$ 3,221	\$ 2,346
Judgements and Fines	-	-	258	258
Interest - Tax Collector	-	-	75	75
Special Assmnts- Tax Collector	622,750	622,750	579,779	(42,971)
Special Assmnts- CDD Collected	914,363	533,379	533,379	-
Special Assmnts- Delinquent	-	-	640	640
Special Assmnts- Discounts	(24,910)	(24,910)	(12,217)	12,693
TOTAL REVENUES	1,513,703	1,132,094	1,105,135	(26,959)
EXPENDITURES				
Administrative				
P/R-Board of Supervisors	9,600	5,600	6,200	(600)
FICA Taxes	734	428	474	(46)
ProfServ-Arbitrage Rebate	1,200	1,200	3,000	(1,800)
ProfServ-Dissemination Agent	500	500	-	500
ProfServ-Engineering	18,000	10,500	3,651	6,849
ProfServ-Legal Services	23,000	13,419	12,072	1,347
ProfServ-Mgmt Consulting Serv	54,091	31,553	31,553	-
ProfServ-Special Assessment	11,422	11,422	11,422	-
ProfServ-Trustee	11,000	11,000	10,748	252
Auditing Services	8,000	8,000	4,000	4,000
Communication - Telephone	175	100	183	(83)
Postage and Freight	1,200	700	504	196
Insurance - General Liability	19,850	19,850	21,575	(1,725)
Printing and Binding	5,000	2,919	2,470	449
Legal Advertising	1,000	585	439	146
Misc-Assessmnt Collection Cost	12,455	12,455	11,350	1,105
Misc-Contingency	1,000	585	178	407
Office Supplies	1,500	875	392	483
Annual District Filing Fee	175	175	175	-
Capital Outlay	750	438	-	438
Total Administrative	180,652	132,304	120,386	11,918
Field				
Payroll-Salaried	60	60	60	-
ProfServ-Field Management	79,813	41,753	41,474	279
Total Field	79,873	41,813	41,534	279
Landscape				
Utility - Refuse Removal	11,482	9,352	5,096	4,256

Community Development District

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2011

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
R&M-Grounds	32,994	19,247	17,498	1,749
R&M-Irrigation	34,500	20,125	30,061	(9,936)
R&M-Tree Trimming Services	15,000	8,750	15,000	(6,250)
R&M-Trees and Trimming	21,115	12,317	13,250	(933)
R&M-Turf Care	283,001	165,084	162,168	2,916
R&M-Shrub Care	110,539	64,481	62,731	1,750
Miscellaneous Services	10,000	5,831	-	5,831
Total Landscape	518,631	305,187	305,804	(617)
Utility				
Electricity - General	40,000	23,331	20,837	2,494
Electricity - Streetlighting	385,220	224,711	219,970	4,741
Utility - Water & Sewer	83,000	48,419	58,978	(10,559)
Total Utility	508,220	296,461	299,785	(3,324)
Operation & Maintenance				
Contracts-Lake and Wetland	21,360	12,460	12,915	(455)
Communication - Telephone	3,950	2,303	2,097	206
R&M-Common Area	18,806	10,969	7,936	3,033
R&M-Equipment	21,000	12,250	5,925	6,325
R&M-Pools	58,187	34,891	19,791	15,100
R&M-Roads & Alleyways	3,000	1,750	-	1,750
R&M-Sidewalks	10,000	5,831	-	5,831
R&M-Parks & Amenities	6,000	3,500	861	2,639
R&M-Hardscape Cleaning	10,000	5,831	-	5,831
Misc-Contingency	44,025	25,681	16,147	9,534
Misc-Security Enhancements	30,000	20,000	-	20,000
Total Operation & Maintenance	226,328	135,466	65,672	69,794
TOTAL EXPENDITURES	1,513,704	911,231	833,181	78,050
Excess (deficiency) of revenues Over (under) expenditures	(1)	220,863	271,954	51,091
Net change in fund balance	\$ (1)	\$ 220,863	\$ 271,954	\$ 51,091
FUND BALANCE, BEGINNING (OCT 1, 2010)	575,999	575,999	575,999	
FUND BALANCE, ENDING	\$ 575,998	\$ 796,862	\$ 847,953	

Community Development District

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2011

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 800	\$ 462	\$ 1,572	\$ 1,110
Special Assmnts- Tax Collector	1,038,106	1,038,106	965,404	(72,702)
Special Assmnts- Prepayment	-	-	18,119	18,119
Special Assmnts- CDD Collected	432,426	312,185	432,426	120,241
Special Assmnts- Delinquent	-	-	1,072	1,072
Special Assmnts- Discounts	(41,524)	(41,524)	(20,342)	21,182
TOTAL REVENUES	1,429,808	1,309,229	1,398,251	89,022
EXPENDITURES				
Administrative				
Misc-Assessmnt Collection Cost	20,762	20,762	18,899	1,863
Total Administrative	20,762	20,762	18,899	1,863
Debt Service				
Principal Debt Retirement	305,000	-	-	-
Interest Expense	1,123,388	561,694	561,331	363
Total Debt Service	1,428,388	561,694	561,331	363
TOTAL EXPENDITURES	1,449,150	582,456	580,230	2,226
Excess (deficiency) of revenues Over (under) expenditures	(19,342)	726,773	818,021	91,248
Net change in fund balance	\$ (19,342)	\$ 726,773	\$ 818,021	\$ 91,248
FUND BALANCE, BEGINNING (OCT 1, 2010)	1,735,819	1,735,819	1,735,819	
FUND BALANCE, ENDING	\$ 1,716,477	\$ 2,462,592	\$ 2,553,840	

Community Development District

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2011

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 800	\$ 462	\$ 1,043	\$ 581
Special Assmnts- CDD Collected	1,198,145	864,774	826,295	(38,479)
TOTAL REVENUES	1,198,945	865,236	827,338	(37,898)
EXPENDITURES				
Debt Service				
Principal Debt Retirement	225,000	-	-	-
Interest Expense	1,000,688	500,344	500,344	-
Total Debt Service	1,225,688	500,344	500,344	-
TOTAL EXPENDITURES	1,225,688	500,344	500,344	-
Excess (deficiency) of revenues Over (under) expenditures	(26,743)	364,892	326,994	(37,898)
Net change in fund balance	\$ (26,743)	\$ 364,892	\$ 326,994	\$ (37,898)
FUND BALANCE, BEGINNING (OCT 1, 2010)	1,427,831	1,427,831	1,427,831	
FUND BALANCE, ENDING	\$ 1,401,088	\$ 1,792,723	\$ 1,754,825	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2011

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ -	\$ -	\$ 63	\$ 63
TOTAL REVENUES	-	-	63	63
EXPENDITURES				
Construction In Progress				
Construction in Progress A	-	-	3,900	(3,900)
Total Construction In Progress	-	-	3,900	(3,900)
TOTAL EXPENDITURES	-	-	3,900	(3,900)
Excess (deficiency) of revenues Over (under) expenditures	-	-	(3,837)	(3,837)
Net change in fund balance	\$ -	\$ -	\$ (3,837)	\$ (3,837)
FUND BALANCE, BEGINNING (OCT 1, 2010)	-	-	66,624	
FUND BALANCE, ENDING	\$ -	\$ -	\$ 62,787	

Notes to the Financial Statements
April 30, 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 miscellaneous small expenses.		
ASSESSMENTS RECEIVABLE, NET	Delinquent assessments from FY2006 and FY2010	\$	12,053
INTEREST/DIVIDENDS RECEIVABLE	Accrued interest from Certificate of Deposit	\$	1,280
DUE FROM CONSTRUCTION FUND	Reimbursement for Doug Thompson Grading invoice relating to Harmony pipe extension.	\$	3,900
<u>LIABILITIES</u>			
ACCOUNTS PAYABLE	Severn Trent Management Services - April 2011	\$	13,675
	Kissimmee Utility Authority		10,605
	Biotech Consulting - March & April 2011		3,735
	Robert's Pool Service - April 2011		1,180
	Various invoices paid in May		1,090
	Total	\$	30,285
ACCRUED EXPENSES	City Of St. Cloud - general electricity from 4/9 - 5/10/2011	\$	31,462
	City Of St. Cloud - streetlight electricity 4/09 - 5/10/2011		3,300
	Luke Brothers - March 2011 and April 2011		77,192
	Biotech Consulting -April 2011		1,530
	Total	\$	113,484
DEPOSITS	Deposits for Pool Keys	\$	1,150
DEFERRED REVENUE	Delinquent assessments from FY2006 and FY2010	\$	12,053

Notes to the Financial Statements
April 30, 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

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 March 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 \$ 11,350 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 April 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 and maintenance. Walker Tech. monthly fee for Maxi-com. Unfavorable variance due to Luke Bros invoices for increased amount of irrigation repairs completed through April.

**Notes to the Financial Statements
April 30, 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 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
UTILITY	
ELECTRICITY - GENERAL	City of St. Cloud - services through April
ELECTRICITY - STREET LIGHTING	City of St. Cloud - services through April
UTILITY - WATER & SEWER	KUA - services through April. Invoices higher than usual due to seasonal usage.
OPERATION & MAINTENANCE	
CONTRACTS-LAKE AND WETLAND	Bio-Tech Consulting monthly fees of \$1,530. Unfavorable variance due to extra pond plantings in April.
COMMUNICATION - TELEPHONE	AT&T paid through April 2011
R&M-COMMON AREA (DISTRICT FACILITIES)	District facility's expenditures; various invoices from Grainger, Northern Tool & Equipment Home Depot and Propet Distributors.
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
April 30, 2011**

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

ASSETS

CASH AND INVESTMENTS	See Cash and Investment Report on page 12 for details		
ASSESSMENTS RECEIVABLES	Delinquent assessments from FY2006 and FY 2010	\$	38,828
INTEREST/DIVIDENDS RECEIVABLE	Accrued interest from investments in the US Bank accounts.	\$	287

LIABILITIES

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

REVENUES

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

SERIES 2004 CAPITAL PROJECTS FUND - BALANCE SHEET

ASSETS

CASH AND INVESTMENTS	See Cash and Investment Report for details
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LIABILITIES

DUE TO GENERAL FUND	Reimbursement for Doug Thompson Grading invoice relating to Harmony Pipe Extension.	\$	38,828
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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
ASSESSMENTS LEVIED FY 2011				\$ 1,659,705	\$ 622,750	\$ 1,036,956
Allocation %				100%	38%	62%
11/08/10	\$ 2,186	\$ 128	\$ 45	\$ 2,359	\$ 885	\$ 1,474
11/09/11	-	(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
04/16/11	682,810	74	13,935	696,818	261,458	435,360
TOTAL	\$ 1,482,166	\$ 32,560	\$ 30,248	\$ 1,545,184	\$ 579,779	\$ 965,404
% COLLECTED				93.10%	93.10%	93.10%
TOTAL OUTSTANDING				\$ 114,522	\$ 42,970	\$ 71,551

(1) Interest collected on FY 2010 delinquent assessments.

Harmony
Community Development District

Cash and Investment Report
April 30, 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%	\$379,756
Checking Account	BankUnited	Business Checking Account	n/a	n/a	\$100
Checking Account	CenterState Bank	Business Checking Account	n/a	n/a	\$3,000
Cash On Hand		Petty Cash	n/a	0.00%	\$500
Money Market Account	CenterState Bank	Money Market Account	n/a	0.30%	\$277,129
Money Market Account	Florida Shores Bank	Money Market Account	n/a	0.86%	\$100,970
Money Market Account	BankUnited	Money Market Account	n/a	0.85%	\$100,137
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%	\$1,102,366
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%	\$890,248
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
				Subtotal	\$861,348
Series 2004 Construction Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.15%	\$66,687
				Total	\$5,362,757

6B

Invoice Approval Report # 133

May 16, 2011

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
<u>AT & T</u>	993377858X04262011	R	\$ 148.30
		Vendor Total	\$ 148.30
<u>BIO-TECH CONSULTING INC</u>	12160	A	\$ 1,530.00
	12108	A	\$ 2,205.00
		Vendor Total	\$ 3,735.00
<u>CENTURY LINK</u>	040711-83185	R	\$ 49.16
	042511-08324	R	\$ 44.58
	050411-58819	R	\$ 48.71
		Vendor Total	\$ 142.45
<u>CITY OF ST CLOUD</u>	041211	R	\$ 34,106.18
		Vendor Total	\$ 34,106.18
<u>DIGITAL ASSURANCE</u>	17659	R	\$ 500.00
		Vendor Total	\$ 500.00
<u>FEDEX</u>	7-474-31290	R	\$ 41.89
	7-482-00954	R	\$ 7.68
		Vendor Total	\$ 49.57
<u>FOLSOM SERVICES INC</u>	2458W	A	\$ 106.47
		Vendor Total	\$ 106.47
<u>GARYS LOCK & SAFE INC.</u>	53591	A	\$ 153.47
		Vendor Total	\$ 153.47
<u>GRAINGER</u>	9519329685	R	\$ 9.92
	9519884937	R	\$ 3.27
	9519884929	R	\$ 408.04
		Vendor Total	\$ 421.23
<u>HOME DEPOT CREDIT SERVICES</u>	6013603	R	\$ 122.61
	1050806	R	\$ 92.04
	40800	R	\$ 52.44
	8051387	R	\$ 117.89
	6040931	R	\$ 17.86
	6051975	R	\$ 25.83
	7023416	R	\$ 113.85
	7053475	R	\$ 69.59

Community Development District

Invoice Approval Report # 133

May 16, 2011

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
	5041566	R	\$ 96.14
		Vendor Total	\$ 708.25
<u>ISMAEL GARCIA</u>	35727050411	A	\$ 85.00
		Vendor Total	\$ 85.00
<u>ITECH MANIA HOLDINGS CORP</u>	042511	R	\$ 950.00
		Vendor Total	\$ 950.00
<u>KISSIMMEE UTILITY AUTHORITY</u>	042611	R	\$ 10,605.12
		Vendor Total	\$ 10,605.12
<u>LUKE BROTHERS INC.</u>	1103-90153	R	\$ 38,595.75
	1104-90395	R	\$ 38,595.75
	J014093	R	\$ 300.94
		Vendor Total	\$ 77,492.44
<u>MOYER MANAGEMENT GROUP INC</u>	042811	A	\$ 55.80
		Vendor Total	\$ 55.80
<u>ORLANDO SENTINEL</u>	004828001	R	\$ 297.00
		Vendor Total	\$ 297.00
<u>ROBERTS POOL SERVICE & REPAIR</u>	041511	A	\$ 1,180.00
		Vendor Total	\$ 1,180.00
<u>SEVERN TRENT ENVIRONMENTAL SER</u>	2053409	A	\$ 13,675.29
		Vendor Total	\$ 13,675.29
<u>SPIES POOL LLC</u>	223351	A	\$ 276.25
	223350	A	\$ 524.25
		Vendor Total	\$ 800.50
<u>STAPLES</u>	106378021	A	\$ 33.28
		Vendor Total	\$ 33.28
<u>WALKER TECHNICAL SERVICES</u>	884	A	\$ 250.00
		Vendor Total	\$ 250.00

Community Development District

Invoice Approval Report # 133

May 16, 2011

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
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YOUNG VAN ASSENDERP, P.A.

11134

A

\$ 2,683.95

Vendor Total \$ 2,683.95

Total \$ 148,179.30

Total \$ 148,179.30

**Harmony
Community Development District**

Check Register

April 1 - April 30, 2011

**Harmony
Community Development District**

**Check Register by Fund
For the Period from 4/1/2011 to 4/30/2011
(Sorted by Check No.)**

Fund No.	Check No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount
GENERAL FUND - 001								
001	52248	04/29/11	ADVANCED MARINE SERVICES	51822	BOAT SUPPLIES	R&M-Equipment	546022-53910	\$9.95
001	52246	04/27/11	AT & T	993377858X04262011	#993377858 3/19-4/18	Communication - Telephone	541003-53910	\$148.30
001	52249	04/29/11	BIO-TECH CONSULTING INC	11985	AQUATIC PLANT MAINT-FEB	Contracts-Lake and Wetland	534021-53910	\$1,530.00
001	52238	04/13/11	BROWARD COUNTY	041211-47856	# 216047856 TAG RENEWAL #B543QN	Utility - Meter Reading	543022-53901	\$33.10
001	52235	04/08/11	CENTURY LINK	032511-08324	#311908324 3/25-4/24	Communication - Telephone	541003-53910	\$44.63
001	52239	04/13/11	CENTURY LINK	040411-27636	#4078967636 4/4-5/3	Communication - Telephone	541003-53910	\$48.71
001	52243	04/21/11	CENTURY LINK	040711-83185	#407-498-3185 4/7-5/6	Communication - Telephone	541003-53910	\$49.16
001	52244	04/21/11	CITY OF ST CLOUD	041211	BILLING PERIOD 3/10-4-11	Electricity - Streetlighting	543013-53903	\$31,462.07
001	52244	04/21/11	CITY OF ST CLOUD	041211	BILLING PERIOD 3/10-4-11	Electricity - General	543006-53903	\$2,644.11
001	52236	04/08/11	FEDEX	7-434-89966	#0012-7 3/15	Postage and Freight	541006-51301	\$40.62
001	52240	04/13/11	FEDEX	7-450-14166	#0012-7 3/28	Postage and Freight	541006-51301	\$7.10
001	52250	04/29/11	FLORIDA SITE & SEED, INC.	994	REPLACED EXISTING GATE	Misc-Contingency	549900-53910	\$1,360.00
001	52251	04/29/11	GRAU & ASSOCIATES	7322	FY 2010 PROGRESS BILLING	Auditing Services	532002-51301	\$3,500.00
001	52252	04/29/11	HARMONY DEVELOPMENT CO, LLC	032911	TOWN SQUARE MAINT-PAINT	Misc-Contingency	549900-53910	\$103.00
001	52245	04/21/11	HOME DEPOT CREDIT SERVICES	6013603	#0-8018 SUPPLIES	R&M-Common Area	546016-53910	\$122.61
001	52245	04/21/11	HOME DEPOT CREDIT SERVICES	1050806	#0-8018 SUPPLIES	R&M-Common Area	546016-53910	\$92.04
001	52245	04/21/11	HOME DEPOT CREDIT SERVICES	40800	#0-8018 SUPPLIES	R&M-Common Area	546016-53910	\$52.44
001	52245	04/21/11	HOME DEPOT CREDIT SERVICES	8051387	#0-8018 SUPPLIES	R&M-Common Area	546016-53910	\$117.89
001	52245	04/21/11	HOME DEPOT CREDIT SERVICES	6040931	#0-8018 SUPPLIES	R&M-Common Area	546016-53910	\$17.86
001	52245	04/21/11	HOME DEPOT CREDIT SERVICES	6051975	#0-8018 SUPPLIES	R&M-Common Area	546016-53910	\$25.83
001	52245	04/21/11	HOME DEPOT CREDIT SERVICES	7023416	#0-8018 SUPPLIES	R&M-Common Area	546016-53910	\$113.85
001	52245	04/21/11	HOME DEPOT CREDIT SERVICES	7053475	#0-8018 SUPPLIES	R&M-Common Area	546016-53910	\$69.59
001	52245	04/21/11	HOME DEPOT CREDIT SERVICES	5041566	#0-8018 SUPPLIES	R&M-Common Area	546016-53910	\$96.14
001	52241	04/13/11	JP ORLANDO LLC	1312A	FINAL BILL 12/1-12/10	R&M-Pools	546074-53910	\$262.65
001	52247	04/27/11	ORLANDO SENTINEL	004828001	LEGAL AD-NOTICE OF INTENT TO ADOPT	Legal Advertising	548002-51301	\$297.00
001	52253	04/29/11	ROBERTS POOL SERVICE & REPAIR	031511	POOL MAINTENANCE-MARCH	R&M-Pools	546074-53910	\$1,180.00
001	52254	04/29/11	SEVERN TRENT ENVIRONMENTAL SER	2052832	MGT FEES-MARCH	ProfServ-Mgmt Consulting Serv	531027-51201	\$4,507.58
001	52254	04/29/11	SEVERN TRENT ENVIRONMENTAL SER	2052832	MGT FEES-MARCH	ProfServ-Field Management	531016-53901	\$6,301.34
001	52254	04/29/11	SEVERN TRENT ENVIRONMENTAL SER	2052832	MGT FEES-MARCH	Postage and Freight	541006-51301	\$36.35
001	52254	04/29/11	SEVERN TRENT ENVIRONMENTAL SER	2052832	MGT FEES-MARCH	Printing and Binding	547001-51301	\$482.20
001	52254	04/29/11	SEVERN TRENT ENVIRONMENTAL SER	2052832	MGT FEES-MARCH	Office Supplies	551002-51301	\$67.30
001	52254	04/29/11	SEVERN TRENT ENVIRONMENTAL SER	2052832	MGT FEES-MARCH	Communication - Telephone	541003-51301	\$1.55
001	52254	04/29/11	SEVERN TRENT ENVIRONMENTAL SER	2052832	MGT FEES-MARCH	Communication - Telephone	541003-51301	\$1.20
001	52255	04/29/11	SPIES POOL LLC	221533	POOL SUPPLIES	R&M-Pools	546074-53910	\$275.75
001	52255	04/29/11	SPIES POOL LLC	221534	POOL SUPPLIES	R&M-Pools	546074-53910	\$375.60
001	52255	04/29/11	SPIES POOL LLC	221810	BULK BLEACH	R&M-Pools	546074-53910	\$539.75
001	52242	04/13/11	THE SHERWIN -WILLIAMS CO	7007-8	PAINT	R&M-Common Area	546016-53910	\$127.73
001	52256	04/29/11	WALKER TECHNICAL SERVICES	875	MAXI-COM MONITORING-APRIL	R&M-Irrigation	546041-53902	\$250.00
001	52257	04/29/11	WOOLPERT INC.	2011001530	ENG FEES-FEB	ProfServ-Engineering	531013-51501	\$1,008.75
001	52258	04/29/11	YOUNG VAN ASSENDERP, P.A.	10956	LEGAL FEES-FEB	ProfServ-Legal Services	531023-51401	\$3,390.14
001	52258	04/29/11	YOUNG VAN ASSENDERP, P.A.	11056	LEGAL FEES-GEN COUNSEL 1/4-3/30	ProfServ-Legal Services	531023-51401	\$5,033.00

**Harmony
Community Development District**

Check Register by Fund
For the Period from 4/1/2011 to 4/30/2011
(Sorted by Check No.)

Fund No.	Check No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount
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Fund Total \$65,826.89

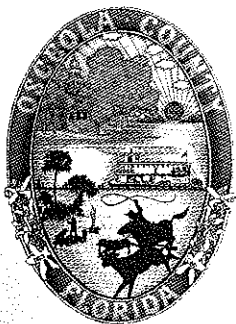
2001 DEBT SERVICE FUND - 201

201	52237	04/13/11	US BANK NATIONAL ASSOC	041311	TRANSFER OF TAX RECEIPTS 2010/11 APR	Due From Other Funds	131000	\$463,841.63
								Fund Total <u>\$463,841.63</u>

Total Checks Paid \$529,668.52

6C

6D



MARY JANE ARRINGTON
OSCEOLA COUNTY SUPERVISOR OF ELECTIONS

May 9, 2011

Ms. Kim Prenter
Severn Trent Management Services
210 N. University Drive
Suite 702
Coral Springs, FL 33071

RE: Harmony Community Development District – Registered Voters

Dear Ms. Prenter:

Thank you for your e-mail dated May 6, 2011 requesting confirmation of the number of registered voters within the Harmony Community Development District as of April 15, 2011.

The number of registered voters for the Harmony CDD is 615 (six hundred fifteen) as of April 15, 2011.

If I can be of further assistance please contact me at 407.742.6000.

Respectfully yours,

A handwritten signature in cursive script that reads "Mary Jane Arrington".

Mary Jane Arrington
Supervisor of Elections

MJA:DR:vj

Vote
Osceola

Seventh Order of Business

7A

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

1. Definitions

1.1 General Use

Any use of the District owned recreation facilities.

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 Rule 7.2.

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

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

The two District owned pool areas shown on the attached map.

1.9 District Buck Lake Dock and Boat Facilities:

The dock and boat recreational facilities owned by the District and set forth in the attached map.

1.10 District Recreation Facilities

The park and recreational facilities owned by the District

1.11 A District Resident includes:

1.11.1 A property owner that currently resides in his or her 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 his or her home within the boundaries of the District, but who rents his or her home out;

1.11.4 A renter renting inside the boundaries of the District.

1.11.5 Children of District Residents.

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.

2.2 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 these rules, including injunctive relief to enjoin or restrain any persons violating the provisions of these rules.

2.3 Fishing is prohibited in District-owned ponds.

3. Access ID Cards

3.1 In order to use the District Buck Lake Dock and Boat 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.

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 Other suitable proof of ownership.

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; and
- 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.

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

3.3. 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.

3.4 Contracts for Execution Prior to Use of District Owned Facilities

All persons, prior to boat and/or pool use, must acknowledge and sign the "Harmony Community Development District Pool Use Agreement" which is hereby incorporated by reference and/or the "Harmony Community Development District Boat Use Agreement" which is hereby incorporated by reference. All provisions of the Agreements are incorporated herein and each person using the District Pool Facilities and/or the Buck Lake Dock and 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, if pool user is aware of such unusual incident or hazardous condition, pool user agrees 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 3.4 above 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 per family 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 his or her 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 Facilities 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.
- 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.

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.

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.

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 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 Rule 5.6.5 below.

5.6.2 All parties who do not provide credit card information as set forth in Rule 5.6.5 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 boat user 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 Rule 5.6.1, 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

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.

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 7 for event scheduling policies). Use of the District soccer and volleyball facilities is subject to special event fees and charges as set forth in Rules 8.6 and 8.7 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 7.1 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 8.7 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 only unless such use by the general public qualifies as an event and the applicable event fees and charges are paid as set forth in rules 8.6 and 8.7 below.

6.2 Use of Facilities by Children.

Children must be under adult supervision to use the facilities.

6.3 Waiver of Liability, Indemnification

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

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 8.2 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

7.1 Facility Reservations

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

7.2 Event Approval or Denial

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

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

Events:

- Birthday Parties
- Anniversary Parties
- Wedding, Graduation, and other receptions
- Club Activities
- Instructional Classes
- Registrations
- Plays/ Musicals
- Walk-a-thons
- Dog Shows or other pet shows
- Garage Sales

- Beauty Pageants
- Magic Shows
- Concerts
- Dances
- Auctions
- Athletic Events
- Political Events
- Religious Events

7.3 Review of Application

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

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

7.4 Event Logistics

The event organizer must provide the District with detailed event information and copies of required documents at the time the event organizer schedules the event with the District Manager. 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 at the time the event is scheduled with the District Manager. **Individuals, organizations or companies assessed fees during or after the event will be invoiced by the District. 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 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

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

8.1 Maintenance

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

8.2 Inspection of Subject Premises following event

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

8.3 Signs

The organizer is permitted to place signs and/or banners at the Facility no more than 2 calendar days prior to the event. All such signs must be erected and dismantled at the organizer's expense. This Rule 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

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

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.

8.6 Special Event Fees & Charges

8.6.1 Special Event Fees & Charges

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

8.6.2 Damage/ Clean Up Statement

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

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

8.7 Damage Deposit

Deleted: ¶

For each event with 10 or more attendees, the District shall collect from the event organizer a **damage deposit** of \$250 at the time the Event Organizer schedules the event with the District Manager.

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 30 days after invoice date.

8.8. Insurance Requirements for Special Events

8.8.1 INDEMNIFICATION and HOLD HARMLESS

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

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

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

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

8.9 Insurance Requirements

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

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

- 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 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.

Revised: 4.28.11

7C

Hydrocom Irrigation Controller Repair

Hydrocom has proposed a repair to a satellite controller for the irrigation system that has malfunctioned to the point that it is inoperable. Needed is a "faceplate" for the controller. This is the brains of the control, receiving instructions from the central controller on how to irrigate and dispersing those instructions to the many irrigation heads that it controls. It is housed in one of the stainless steel pedestals that are scattered through the parks – we have 24 of them currently.

The community irrigation system and its controls were first installed in about 2002 and has been added to since. This controller is one of the original ones. Unfortunately the faceplates that are in our system are no longer produced by the manufacturer, Rainbird, and so are no longer available. A new one will not seat well in the pedestal and will not allow the pedestal to be securely closed without physical modifications. An option would be to replace the entire pedestal unit with new parts – essentially upgrading to new specifications.

Hydrocom has shown two options: simply replacing the faceplate with the new version and performing makeshift modifications so that the pedestal cover will close or install an entire new controller pedestal and faceplate. Long term, the replacement is likely the better way to go and is recommended.

HTI

HYDROCOM TECHNOLOGIES, INC.

CUSTOM IRRIGATION CONTROL MODULES

5312 McINTOSH POINT SANFORD, FL. 32773

Shop Facility (407)-323-7977

PH / FAX (407) - 682-6596

QUOTE

H-5721

Date: 05/17/11

To: Harmony Development Company

3500 Harmony Square Dr. W
Harmony, Florida 34773

HYDROCOM TECHNOLOGIES INC. (H.T.I.) will contract to provide labor material and supervision necessary to complete the following work.

Option 1 (Not recommended)

- The installation of new Rainbird ESP24 satellite faceplate
 1. Please note that this faceplate is not recommended to be installed in existing stainless steel enclosure, the possibility exists that it could short-out causing severe damage to the faceplate again. Rainbird has discontinued replacement panels for your existing stainless steel pedestal.

\$ 550.00
Tax \$ 38.50
TOTAL \$ 588.50

Option 2 (RECOMMENDED)

- The installation of new Rainbird ESP 24 SS satellite
 1. This is for the complete satellite and pedestal to replace the existing damaged old style satellite.

\$1526.00
Tax \$ 106.82
TOTAL \$1632.82

NOTE:

This quote does not include the previous service call to identify the problem and install a loaner faceplate.